



New EID #: _____

Exfuze Asia Pacific Sdn Bhd (750151K)

Order ID#: _____

Level 40, Tower 2, Petronas Twin Towers, Kuala Lumpur City Centre, 50088, Kuala Lumpur, Malaysia.

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| A. INDEPENDENT DISTRIBUTOR APPLICATION FORM | | | | | | | | | | <small>(Please ensure details are printed or written clearly to avoid wrong data entry)</small> | | | | | | | | | | | | | | | | | | | |
|---|--|---|--|--------------------------------|--|----------------------------------|--|----------------------------------|--|---|--|--------------------------------------|--|------------------------------------|-------------------------|---------------------------------|--|---------------------------------|--|-----------|--|--|--|--|---------|--|--|--|--|
| Company (if applicable) | | | | | | | | | | Co. Reg. No. | | | | | | | | | | | | | | | | | | | |
| Name as per ID Card | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Identity Card | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Gender | | <input type="checkbox"/> Male | | <input type="checkbox"/> Malay | | <input type="checkbox"/> Chinese | | <input type="checkbox"/> Indian | | Nationality | | <input type="checkbox"/> Singaporean | | <input type="checkbox"/> Others: | | <input type="checkbox"/> Female | | <input type="checkbox"/> Others | | | | | | | | | | | |
| Date of birth DDMMYY | | Passport / Travel Document No. | | | | Marital Status | | <input type="checkbox"/> Married | | <input type="checkbox"/> Divorced | | <input type="checkbox"/> Single | | <input type="checkbox"/> Widow(er) | | | | | | | | | | | | | | | |
| Mailing Address | | | | | | | | | | State | | | | | City | | | | | Post Code | | | | | Country | | | | |
| <input type="checkbox"/> same as above | | | | | | | | | | Shipping Address (Singapore Only) | | | | | | | | | | | | | | | | | | | |
| City | | | | | | | | | | Post Code | | | | | (P.O. Box not accepted) | | | | | | | | | | | | | | |
| Contact Number | | Off.# | | Home# | | Mobile# | | | | Email Address | | Fax# | | | | | | | | | | | | | | | | | |
| Enter your personalized exFuze™ replicated website name (2-12 characters - case sensitive) | | | | | | | | | | Password (6-8 characters - case sensitive) | | | | | | | | | | | | | | | | | | | |
| Website Name | | | | | | | | | | www.exfuze.com/ | | | | | Password | | | | | | | | | | | | | | |
| B. ENROLLER & PLACEMENT INFORMATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Enroller's Name | | | | | | | | | | Enroller's ID | | | | | | | | | | | | | | | | | | | |
| Placement Upline | | | | | | | | | | Placement Upline's ID | | | | | | | | | | | | | | | | | | | |
| PLACEMENT | | <input type="checkbox"/> Left Outside Team Placement | | | | | | | | <input type="checkbox"/> Right Outside Team Placement | | | | | | | | | | | | | | | | | | | |
| C. SELECT YOUR EXFUZE™ OPTIONAL ENROLLMENT PAK | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | | Distributor Back Office Online Access Application Fee | | | | | | | | RM 70.00 | | | | NIL | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | | Consumer Pak I (2 Bottles) | | | | | | | | RM 366.10 | | | | 100 PV | | 50 BV | | | | | | | | | | | | | |
| <input type="checkbox"/> | | Consumer Pak II (4 Bottles) | | | | | | | | RM 732.20 | | | | 200 PV | | 100 BV | | | | | | | | | | | | | |
| <input type="checkbox"/> | | Consumer Pak III (8 Bottles) | | | | | | | | RM 1464.40 | | | | 400 PV | | 200 BV | | | | | | | | | | | | | |
| D. SELECT YOUR EXFUZE™ OPTIONAL AUTOSHIP PACKAGE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| I, _____, (name as appears on credit card) the card owner as stated below hereby authorize Exfuze Asia Pacific Sdn Bhd and/or Exfuze LLC to charge the total purchase amount for my monthly autoship, plus shipping fee(s) if any, as indicated below. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Credit Card Autoship | | Signature: | | | | Bank Issued: | | | | Expiry Date: | | | | CSV Code: | | | | | | | | | | | | | | | |
| Select your Autoship package: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> RM 289.10 exfuze™ Seven+ (2 bottles Pak) | | | | | | | | | | <input type="checkbox"/> RM 578.20 exfuze™ Seven+ (4 bottles Pak) | | | | | | | | | | | | | | | | | | | |
| Shipping charge (Subject to changes): | | | | | | | | | | <input type="checkbox"/> RM 30.10 (2 bottles) | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | <input type="checkbox"/> RM 45.15 (4 bottles) | | | | | | | | | | | | | | | | | | | |
| E. BANK ACCOUNT INFORMATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Distributor commission will be paid via Electronic Fund Transfer and deposited directly into account below; please provide a photocopy of passbook or account statement for verification purposes. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Account Holder Name: | | | | | | | | | | Bank: | | | | | | | | | | | | | | | | | | | |
| Account Number: | | | | | | | | | | Account Type: Current Account / Saving Account / Debit Card Account/ | | | | | | | | | | | | | | | | | | | |
| Note: Please attach a photocopy of your NRIC or Passport or/ and business registration forms together with this Distributor Application Form. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| The undersigned hereby applies to become an Entrepreneurial Independent Distributor (EID) of Exfuze Asia Pacific Sdn Bhd. As an EID, I agree to the Terms and Conditions contained on the reverse side of this EID Application and Agreement and in the Exfuze Distributor/Policies & Procedures. I hereby agree to indemnify Exfuze Asia Pacific Sdn Bhd and/or Exfuze LLC should the credit card transaction be charged back by the bank (if any) and the product(s) has been taken or shipping to me/the applicant or to any destination or recipient at any time. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Data Entered by: _____ | | | | | | | | | | Date: _____ | | | | | | | | | | | | | | | | | | | |
| Applicant's Signature: _____ | | | | | | | | | | Date: _____ | | | | | | | | | | | | | | | | | | | |

*NOTE: All signatures **MUST** be supplied or application will be rejected

1. I understand that as an Exfuze Independent Distributor (EID):
 - (i) I have the right to offer for sale Exfuze range of products and income opportunity in accordance with these Terms and Conditions.
 - (ii) I have the right to enroll individuals and business entities into Exfuze an EID.
 - (iii) I will train and motivate the EIDs in my downline sales team organization.
 - (iv) I will comply with all federal, state, and local laws, rules and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by federal, state, and local laws.
 - (v) I will perform my obligations as an EID with the utmost honesty and integrity.
2. I agree to present the business opportunity and Exfuze range of products and services as set forth on the corporate website located at www.exfuze.com.my.
3. I agree that as an Independent Distributor I am an independent contractor, and not an employee, agent, partner, legal representative, or franchise holder or franchisee of Exfuze. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of exfuze™. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, local or long distance telephone calls or faxes, and any other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF Exfuze FOR ANY LEGAL PURPOSES. Exfuze is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, for payment of any taxes.
4. I have carefully read and agree to comply with the Exfuze Policies and Procedures and the Exfuze Compensation Program, Located on the Exfuze corporate website at www.exfuze.com.my. (These two documents shall be collectively referred to as the "EID Agreement"). I understand that I must be in good standing, and not in violation of the EID Agreement to be eligible for bonuses or commissions from Exfuze as outlined in the compensation program. I understand the Exfuze Terms and Conditions, the Exfuze Policies and Procedures, and the Exfuze Compensation Program may be amended at the sole discretion of Exfuze, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Exfuze materials including the corporate website at www.exfuze.com.my. Amendments shall become effective at time of publication. The continuation of my EID business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of the EID agreement is one calendar year from date of enrollment as an EID. Failure to annually renew my EID business enrollment with Exfuze as per Clause 6 below, I will permanently lose all rights as an EID. I shall not be eligible to sell Exfuze range of products or services nor shall I be eligible to receive commissions, bonuses or other income resulting from the activities of my former downline sales team organization. In the event of cancellation, termination or non-renewal, I waive all rights, including, but not limited to, all future property rights to my former downline sales team organization and to any bonuses, commissions or other remuneration or incentives in any forms derived through the personal or/and group sales and other activities of my former downline sales team organization. Exfuze reserves the right to terminate all EID Agreements upon 30 days notice if the Company elects to:
 - (1) cease business operations,
 - (2) dissolve as a business entity or,
 - (3) terminate distribution of its products and/or income opportunity via direct selling channels.
6. I understand that the term of my EID business enrollment is one calendar year. My yearly Back Office Online Access renewal fee of RM70.00 is payable to Exfuze on or after my anniversary enrollment date. The annual renewal fee is subject to change based on promotions Exfuze may choose, at its discretion to offer.
7. I may not assign any rights or delegate my duties under the EID Agreement without the prior written consent of Exfuze. Any attempt to transfer or assign the EID Agreement without the express written consent of Exfuze renders the EID Agreement voidable and nullified at the option and final decision of Exfuze and may result in termination of my business or my distributorship.
8. I understand that if I fail to comply with the terms and conditions of the EID Agreement, Exfuze may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default, or violation of the EID Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
9. Exfuze, its directors, officers, shareholders, charter members, associates, employees, assigns and agents (collectively referred to as "affiliates"), shall not be liable for, and I fully release Exfuze and its affiliates, from all claims for consequential and exemplary damages. I further agree to release Exfuze and its affiliates from all liability arising from or relating to the promotion or operation of my EID business and any activities related to it (e.g., the presentation of Exfuze range of products or the Business Compensation Program, the operation of a motor vehicle, the lease of meeting or training facilities etc.), and agree to indemnify Exfuze for any liability, fines, penalties or other awards arising from any unauthorized conduct that I undertake in operating my EID business.
10. The EID Agreement in its current form and as amended by Exfuze from time to time at its discretion, constitutes the entire contract between Exfuze and the EID. Any implied promises, representations, offers or other communications not expressly set forth in the EID Agreement are of no force or effect.
11. Any waiver by Exfuze of any breach of the EID Agreement must be in writing and signed by the director, General Manager or Manager of Exfuze. Waiver by Exfuze of any breach of the EID Agreement by an EID shall not be construed as a waiver of any subsequent breach that may occur while operating their EID business.
12. If any provision of the EID Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the EID Agreement will remain in full force and effect.
13. This EID Agreement will be governed by and construed in accordance with the laws of Malaysia, without regard to principles of conflicts of laws. All disputes and claims relating to Exfuze, EID Agreement, Policies, Procedures, Terms and Conditions, Compensation Program or its products and business opportunity, the rights and obligations of an EID and Exfuze, or any other claims or causes of action relating to the performance of either an EID under the EID Agreement of the Exfuze Policies and Procedures shall be settled totally and finally by arbitration in Malaysia. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of jurisdiction. The prevailing party shall be entitled to receive from the losing party, according to the decision of the arbitrator, costs and expenses, including legal and filing fees. The provision to arbitrate shall survive any termination or expiration of the EID Agreement. Nothing in the EID Agreement shall prevent Exfuze from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Exfuze's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other pending proceeding.
14. The parties consent to jurisdiction and venue before any federal or state court in Malaysia, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
15. If a Distributor wishes to bring an action against Exfuze for any act or omission relating to or arising from the EID Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Exfuze and its affiliates for such act or omission. Distributor waives all claims that any other statutes of limitations applies.
16. I authorize Exfuze to use my name, NRIC Number, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for enumeration for such use.
17. A faxed copy (together with copy of applicant's NRIC and business registration form if applicable) of the EID Agreement shall be treated as an original in all respects. A signed EID Agreement attached with copy of NRIC and other supporting documents must be on file at Exfuze for each EID before commissions earned will be issued.

I, _____, NRIC No: _____ agree to the Terms and Conditions, Policies and Procedures, EID Agreement of an Independent Business Distributor of Exfuze as indicated with this application and on the company website at www.exfuze.com.my and give permission to Exfuze to process this Application.