



Independent Distributor Agreement

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| IDENTIFICATION NUMBER FOR OFFICE USE ONLY. DO NOT WRITE IN THIS AREA. |
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APPLICANT INFORMATION (Please use block capitals)

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|---|--|---|--|
| Surname | | First Name and Initial | |
| Name <input type="text"/> | | <input type="text"/> | |
| Spouse's Name <input type="text"/> | | <input type="text"/> | |
| Applicant's Date of Birth (Month, Day, Year) <input type="text"/> - <input type="text"/> - <input type="text"/> | | Spouse's I.D. No. <input type="text"/> | |
| Name of Business (if applicable) <input type="text"/> | | <input type="text"/> | |
| Address <input type="text"/> | | <input type="text"/> | |
| Country <input type="text"/> | | Post Code <input type="text"/> | |
| Home Telephone <input type="text"/> | | Sponsor's Name <input type="text"/> | |
| Bus. Telephone <input type="text"/> | | <input type="text"/> | |
| Fax <input type="text"/> | | Sponsor's I.D. No. <input type="text"/> | |
| VAT Registration No. <input type="text"/> | | National Insurance No. <input type="text"/> | |
| E-Mail Address <input type="text"/> | | | |

Lifestyles U.K. & Eire Limited markets a range of foods and other products throughout the United Kingdom via a network of independent distributors. This programme commenced on 15th June 1991.

THIS AGREEMENT WITNESSETH THAT:

A. Only authorised Lifestyles U.K. & Eire Limited distributors may sell Lifestyles U.K. & Eire Limited products or participate in the Lifestyles U.K. & Eire Limited Sales programme.

B. The only requirement to become a Lifestyles U.K. & Eire Limited distributor is the filing of an application together with payment of the Distributor Application Fee of £30.00 (including VAT- In Ireland 45 Euros) (which includes the administration charge and entitles each distributor to receive Lifestyles' magazine and other corporate communications. Any purchase of Product Inventory, Sales Aids, Literature or supplies is strictly optional.

C. In the case of a partnership or corporation the person whose signature appears on the application form is empowered to act for the partnership or corporation. Lifestyles U.K. & Eire Limited will not grant more than one distributorship per individual.

D. The only financial obligation of the distributor during the period of 12 months from the commencement of the agreement is the payment of the Distributor Application Fee. This Independent Distributor Agreement shall expire 12 months and 1 day from the date of acceptance by Lifestyles U.K. & Eire Limited. The agreement may be renewed on each anniversary date for an administration fee of 50% of the current Distributor Application Fee, plus any applicable taxes. Renewals must be received within 30 days of the expiration of the agreement.

E. Lifestyles U.K. & Eire Limited independent distributors will not make any claims, verbal or written, regarding Lifestyles U.K. & Eire Limited products other than those contained in Lifestyles U.K. & Eire Limited produced or approved materials. Lifestyles U.K. & Eire Limited independent distributors will also agree that Lifestyles U.K. & Eire Limited products are not to be sold in any retail environment and that all advertising must be approved by Lifestyles U.K. & Eire Limited home office according to Lifestyles U.K. & Eire Limited Policy Numbers 36 and 43 respectively.

F. No individual Lifestyles U.K. & Eire Limited distributor may have

an ownership interest, operational or management control of, or derive any benefit directly or indirectly from, any second or subsequent Lifestyles U.K. & Eire Limited distributorship.

G. In promoting Lifestyles U.K. & Eire Limited products, distributors will adhere strictly to the principles and guidelines outlined in the Distributors' Manual as amended from time to time, and will only use official Lifestyles U.K. & Eire Limited advertisements and promotional literature as approved by Lifestyles U.K. & Eire Limited in advance.

H. Lifestyles U.K. & Eire Limited accepts no responsibility or liability whatsoever for any breach by the Distributor of clauses E and F hereof.

I. The minimum age requirement for becoming a Lifestyles U.K. & Eire Limited independent distributor is 18 years of age.

J. If the Distributor sells Lifestyles U.K. & Eire Limited products outside the European Union, Lifestyles U.K. & Eire Limited will accept no responsibility or liability for any consequential breach of the laws and regulations of any other country or of European Union Law whatsoever.

K. If any provision of this agreement is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected. This agreement and the conditions overleaf shall constitute the whole agreement between Lifestyles U.K. & Eire Limited and the distributor and no alteration hereto shall be valid unless made in writing and signed by the Parties thereto. This agreement shall be governed by English Law and the Parties agree to submit to the jurisdiction of the English Courts.

THE DISTRIBUTOR HEREBY CONFIRMS

I hereby acknowledge that I have read, understand and agree to abide by this Independent Distributor Agreement (front and back). I further agree that I will abide by the Policies and Procedures as stated in this Agreement and in the Lifestyles Distributor Manual (as currently published and as same may be amended and/or updated from time to time in official Lifestyles publications). Further, I expressly agree that all of the terms and conditions in the Independent Distributor Manual are herein incorporated by reference and for all

purposes shall constitute part of this Agreement. I agree to indemnify and hold Lifestyles harmless against any claims, costs, damages, losses, liabilities or expenses (including attorneys fees) arising from or connected with, directly or indirectly, any breach of this Agreement or other conduct by me, my agent or employee. I acknowledge that if I breach the terms of this Agreement, Lifestyles shall be entitled to damages and injunctive relief prohibiting any further violation of this Agreement. I hereby agree to become an independent distributor in the company's trading scheme.

PERSONAL DATA PROVISION

I hereby consent to Lifestyles UK & EIRE Ltd./Lifestyles International Holdings Corporation, its affiliates and any company owned in whole/part or any of their affiliates ("Lifestyles"), processing and utilizing my Applicant Information (or as same may be amended from time to time) for business purposes.

I hereby acknowledge that I have the right of access to my Applicant Information to request updates and amendments by contacting Lifestyles UK & EIRE Ltd in writing at the address below or by emailing uk-eire@lifestyles.net.

I consent to Lifestyles disclosing, now or in the future, my Applicant Information to companies who Lifestyles may, from time to time, deal with to deliver information to its Independent Distributors or to improve its marketing and promotional efforts.

I hereby consent and agree that I will abide by all local laws and regulations governing the privacy and confidentiality of personal information. I further covenant that I will treat all Lifestyles' Distributor Data Confidentially and will not discuss nor disclose such confidential information with a third party.

1. It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join the scheme.
2. Do not be misled by claims that high earnings are easily achieved.
3. If you sign this contract, you have 14 days in which to cancel and get your money back.

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| Date: | Distributor's signature: |
| Date: | Sponsor's signature: |
| Application accepted on behalf of Lifestyles U.K. & Eire Limited by  | |

| | | | |
|--|-----------------------------------|--|------------------------------|
| OPTIONAL INFORMATION | Surname | First Name | Middle Initial |
| CREDIT CARD ORDERS Cardholders name | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Card / Switch No. | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Expiry Date <input type="text"/> | Security No. <input type="text"/> | Address of cardholder <input type="text"/> | |
| M/C <input type="checkbox"/> | Visa <input type="checkbox"/> | Switch <input type="checkbox"/> | Issue No./ Start Date: |
| PLEASE MAKE ALL CHEQUES PAYABLE TO: LIFESTYLES U.K. & EIRE LIMITED | | | |

LIFESTYLES U.K. & EIRE LIMITED

Suite 1, Enterprise Freight Building, Unit 1 Fortune Business Park, Hemmells, Laindon, Essex SS15 6ED
 Telephone: 01268-548-969 Fax: 01268-548-972 E-mail: uk-eire@lifestyles.net

Independent Distributor Agreement - Terms and Conditions

DEFINITIONS

In this Agreement -

- The 'Agreement' means: the contract between the Company and the Distributor. References to persons include corporations, unincorporated associations and references to singular shall include plural and to masculine shall include feminine and vice versa.
The 'Company' means: Lifestyles U.K. & Eire Ltd.
The 'Distributor' means: the person, company or partnership whose name, particulars and signature appear on this Agreement.
The 'Direct Distributor' shall mean: a Distributor who has purchased products directly from the Company.
The 'Product' means: all products marketed by the Company from time to time.

THE DISTRIBUTOR AGREES

- To comply with the Company Policies and Procedures as contained in the Company manual from time to time and any modifications thereof or additions thereto made by the Company from time to time.
- That it is important for all Distributors to ensure that any new Distributor sponsored is properly trained in accordance with the Company Manual so that the customers of the new Distributor receive proper service and advice for the use of the Products.
- That he/she is an Independent Contractor and must not at any time, in any manner, suggest or imply that he/she is an employee, partner, joint venturer, agent or legal representative of the Company.
- That he/she is responsible for his/her own business decisions and expenditure, and the Company will not be responsible for any loss, cost, claim or liability in this respect.
- To comply with all government laws and regulations as may be applicable from time to time, including Income Tax, NHI Contributions and VAT.
- To present and market the Products and business opportunity ethically and professionally, and to use his/her best endeavours to promote the sale of the Products on a continuing basis, and not to sell or attempt to sell the Products through retail outlets, and will not expressly or by implication suggest that the Products have any similarity to any other goods made by other manufacturers and will not make any claims, statements, representations or warranties regarding the Products or regarding the Company except that which is contained in Company literature.
- That he/she will not make any modifications to the Products or to the packaging, alter, remove or tamper with any trade mark numbers or other means of identification used on or in relation to the Products, nor use any of the trade marks in any way which might prejudice their distinctiveness or validity or the goodwill of the Company therein or use any trade marks or trade names of the Company as to be likely to cause confusion or deception.
- That he/she has no rights in respect of any trade names or trade marks used by the Company in relation to the Products or of the goodwill associated therewith and except as expressly provided in this Agreement he/she shall not acquire any rights in respect thereof and that all such rights and goodwill are and shall remain vested in the Company.
- Not to make any claims, statements, representations or warranties relating to the Company, its Products or method of operation, which are not contained in the Company literature.
- That the use of media advertising for the Company Products or business opportunity, other than such advertising sanctioned by the Company, is expressly prohibited. Media advertising includes but is not limited to newspapers, magazines, radio and television. The Distributor also agrees not to produce any flyers or other form of promotional material without the advance written permission of the Company.
- To only purchase Products direct from the Company or upline sponsor and that he/she will not place any order for Products with the Company or his/her upline unless at least 70% of his/her previous order has been sold or consumed by him/her or his/her family.
- To pay for all orders in one of the following ways: cash, banker's draft, building society cheque, credit card, money order, postal order or personal cheque within any limit authorised by the Company to the Distributor, and to ensure that any form of payment tendered is supported by sufficient funds to conclude the transaction.
- That (subject to the Distributor's statutory rights on termination of the distributorship) the Company may withhold the payment of all or part of any commissions or other monies due to the Distributor to set off any monies that may be due and payable to the Company by the Distributor.
- That the Company is not obliged to accept any order from any Distributor.
- Not to submit orders in the name of any other Distributor without the specific approval of the Company.
- Not to pay or agree to pay the Company or any other Distributor a sum in excess of £200 in the first seven (7) days of his/her appointment as a distributor, whether in respect of Products ordered or anything else.
- To honour refund requests in accordance with the Company refund policy from time to time.
- That he/she is not entitled to receive any remuneration for sponsoring or introducing any other Distributor to the Company and that he/she cannot make a charge for any training or other aid given to other Distributors, except such as may be incurred for the hire of a room, the provision of meals and accommodation and the travel expenses and entertainment provided for other Distributors for the purpose of such training.
- Not to acquire a simultaneous beneficial interest in more than one Distributorship.
- That the spouse of an existing Distributor may only be sponsored by that existing Distributor. This does not change the policy of being sponsored in one position only.
- Not at any time to use the full Company name Lifestyles U.K. & Eire Ltd. in any advertising, publication, leaflet or document of any kind.
- Not at any time to make unauthorised use of the Company's copyright or trade marks from time to time.
- Not to use his/her Company contacts to promote the sale of any other products or services, unless those contacts are persons who have been personally sponsored by the Distributor named in this Agreement.
- To indemnify and keep indemnified the Company from and against any and all loss, damage and liability (whether criminal or civil) suffered and any and all legal fees and costs incurred by the Company resulting from any breach of this Agreement by the Distributor including:-
 - any act, neglect or default of the Distributor's agents, employees, licensees or customers, and
 - breaches resulting in any successful claim by any third party alleging libel or slander in respect of any matter arising from the supply of Products or conduct of the business.
- That the violation of any of these terms and conditions constitutes a breach of the Agreement and may result in termination of the Agreement by the Company.

THE DISTRIBUTOR'S RIGHTS

- The Distributor may market the Products and the business opportunity (within the legislator, governing this Agreement from time to time) to anyone residing within the U.K. No Distributor will be given an exclusive territory or an exclusive Distributor franchise.
- Either the Company or the Distributor may terminate this Agreement at any time with or without notice and without penalty by giving written notice to the other party at its address set out overleaf.
- The Distributor may cancel this Agreement without penalty within 14 days of entering into this Agreement by giving written notice of cancellation to the Company at its address set out overleaf (or to such alternative address within the United Kingdom as the Company may specify) and:
 - the Distributor may require the Company to repay the Distributor within 14 days any monies which the Distributor has paid to or for the benefit of the Company or any of its other distributors in connection with the Distributor's participation in this trading scheme or paid to any other distributor in accordance with the provisions of this trading scheme; and
 - the Distributor may return to the Company's address referred to above any goods which the Distributor has purchased under the trading scheme within such 14 day period and which remain unsold, provided that such unsold goods remain in the condition in which they were in at the time of purchase, whether or not their external wrappings have been broken, and may recover any monies paid in respect of such goods; and
 - the Distributor may cancel any services which the Distributor has ordered under the trading scheme within such 14 day period and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to the Distributor.
- In order to recover any monies paid in accordance with sub-clauses 28.1(a) or (c) above the Distributor must give notice to the Company requesting the repayment of such monies (and if applicable, returning the starter kit purchased by him) to the Company's address referred to in sub-clause 28.1 within 14 days of entering into this Agreement and the Company shall repay

such monies as the Distributor may be legally entitled to recover within a reasonable period of time after the date of receipt of such notice.

- In order to recover monies paid for goods under sub-clause 28.1 (b) above, the Distributor must deliver the goods to the Company within 14 days of entering into this Agreement to the address referred to in Clause 28.1. The Distributor shall bear the cost of such delivery. The monies paid in respect of those goods is payable to the Distributor on delivery of the goods, or forthwith if the goods have not yet been delivered to the Distributor.
- The Distributor may terminate this Agreement at any time without penalty by giving 14 days written notice of termination to the Company at its address referred to in Clause 28.1. If the Distributor gives notice to terminate this Agreement more than 14 days after the Distributor entered into the Agreement, the Distributor may return to the Company any goods which the Distributor has purchased under the scheme within 90 days prior to such termination and which remain unsold and the Company will pay the Distributor the price (inclusive of VAT) which the Distributor paid for the goods less, where the condition of any such goods has deteriorated due to an act or default on the part of the Distributor, an amount equal to the diminution in their value resulting from such deterioration and a reasonable handling charge (which may include the cost of repackaging returned goods for resale).
- The Company may terminate this Agreement at any time by giving written notice to the Distributor. If the Company terminates this Agreement the Distributor may return to the Company any goods which the Distributor has purchased under the scheme within 90 days prior to such termination and which remain unsold for a full refund of the price (inclusive of VAT) which the Distributor has paid for them together with any costs incurred by the Distributor for returning the goods to the Company. The Distributor must deliver the goods to the Company within 21 days of such termination to the Company's address referred to in Clause 28.1. The Company will bear the cost of such delivery. The purchase price is payable to the Distributor on delivery of the goods, or forthwith if the goods are already held by the Company.
- If this Agreement is terminated for any reason the Distributor will have the right to be released from all contractual liabilities towards the Company in relation to this trading scheme, except:
 - liabilities relating to payments made to the Distributor under contracts which the Distributor has made as agent for the Company (if any); and
 - any liability to pay the price of goods or services already supplied to the Distributor by the Company where the Distributor has not returned such goods to the Company in accordance with sub-clauses 28.1 or 28.4.
- On termination of this Agreement for whatever reason the Distributor shall be entitled to retain any commission paid to the Distributor in accordance with this Agreement unless:
 - the commission was paid in respect of goods returned to the company (or another distributor who paid the commission);
 - the Company has refunded any monies due to the Distributor in accordance with sub-clauses 28.1(b), 28.4 and/or 28.5 above; and
 - repayment of the commission is claimed within 120 days of the date of having been made, in which case the Distributor shall repay such commission to the Company forthwith on demand or the Company may set-off the amount of such commission against any amounts due from it to the Distributor.
- The Distributor may dispose of his Distributorship in any manner allowed by law. All sales or assignments will not be valid until the Company has given written notice of the date from which the sale or transfer will be authorised.

COMPANIES AND PARTNERSHIPS

- Companies and partnerships may become Distributors on the following terms:-
- This Agreement must be signed by the authorised officer of the company or partnership and must be returned to the Company together with a list of names of the directors, secretary and shareholders of the company or partners in the partnership.
- Company directors or shareholders or partners in a partnership must not have been Distributors within 90 days prior to the execution of this Agreement, provided that this sub-clause shall not apply to a Distributor who wishes to change his status from individual Distributor to a company Distributor under the same sponsor.

THE COMPANY AGREES

- To deem the effective date of this Agreement to be the date that it is signed by the Distributor.
- To make available to the Distributor, quality products in accordance with the Policies and Procedures and Marketing Plan as contained in the Distributor Manual.
- To use its reasonable endeavours to supply the Distributor with all the Products ordered by the Distributor.
- Not to accept any order and no sale of goods will be made in excess of the £200 maximum limit until the expiry of 7 (seven) days from the effective date of this Agreement.
- To promptly pay any commission due to the Distributor, in accordance with the Compensation Plan as contained in the Distributor Manual.
- To renew this Agreement on the receipt of the renewal fee (see clause D on the front of this Agreement). If the renewal fee is not received by the anniversary date, the Distributor Agreement shall lapse and all benefits shall pass to the next upline active sponsor.
- To reserve the right and to make any changes in the content, description, range and formulation and prices of the Products, including any changes in the marketing strategy, commission plan, Distributor Manual, Policies and Procedures and Terms and Conditions from time to time.

THE COMPANY AND THE DISTRIBUTOR AGREE

- In view of the fact that the Products are foods and deteriorate with age and that in the interest of health and hygiene no refund can be made in respect of the purchase price of Products after 30 days from their date of purchase
- A deterioration in the condition of the goods due to an act or default of the Distributor for the purposes of clauses 28 and 39 shall mean (without limitation):-
 - a failure on the part of the Distributor or any other person to store the Products in suitable conditions which will not adversely affect their quality; or
 - a failure of the part of the Distributor to re-sell the Products within 30 days of purchasing them; or
 - the opening of the casing or packaging of the Products by the Distributor or any other person; or
 - any other act or default on the part of the Distributor or any other person which adversely affects the quality of the Products.
- In the event of the Distributor or any other person having committed an act or being in default as described in Clauses 40 and 41, the Company shall have no liability pursuant to clause 28 to buy or compensate the Distributor for any Products acquired or purchases by the Distributor since the value of the Products shall be nil.
- That where a Distributor in the Distributor's downline, or customer of such a Distributor, receives a refund from the Company in respect of Products purchased by him and the sum of money refunded is more than the price at which the Company sold those Products to the Direct Distributor, ("the Shortfall"), the Distributor will on demand refund to the Company that part of the shortfall which is reflected by the difference between the price at which the Distributor sold those Products and the price at which he purchased them.

WAIVER

- The waiver by the Company of any breach or non-enforcement by the Company of any of the Terms and Conditions of this Agreement shall not prevent the subsequent enforcement of the Term or Condition and shall not be deemed a waiver of any subsequent breach.

CONFLICT

- In the event of any conflict between this Agreement and the Distributor Manual, the Terms and Conditions of the Agreement shall apply.

NOTICES

- All notices to be served under the Terms and Conditions of this Agreement shall be sent by first class mail to the last known address of the addressee and shall be deemed served 48 hours after posting.

FORCE MAJEURE

- This Agreement shall be terminated without liability on either party in the event that either party is prevented from complying with his/her or its obligations hereunder due to circumstances beyond their control.

DISCLAIMER

- The Company accepts no liability whatsoever in respect of any Products which are sold by the Distributor when they have exceeded the sell-by date stamped on them, or in respect of any Products which have deteriorated in quality due to an act or default on the part of a Distributor.