

Continuation of Agreement Terms ...

5. During the first seven days after my appointment becomes effective, I may not purchase, or commit myself to purchase, more than £200 of goods or services from the Company, or other independent distributors, nor will I be required to do so.
6. I agree that the Company may:-
 - retain and process all personal information given by me to the Company for purposes including marketing, business creation and development, management reporting, bonuses payable and awards. The Company may record this information both manually and/or on a computer database and will be the data controller for this information; and
 - disclose and transfer this personal information to other members of the Company's group which are situated outside the European Economic Area and to other persons for the purposes of the Company's business
7. I am 18 years of age or older.
8. I am a wholly independent distributor and not an agent, employee, or legal representative of the Company. As such, I will be responsible for my own expenses, including all taxes (including Value Added Tax), National Insurance contributions and fees or licences which are payable or required to conduct my business. I am solely responsible for all payments for any goods or services supplied to me in the course of my business. I am not authorised to make representations or incur any liabilities on the Company's behalf and agree not to purport to do so. As an independent businessperson I am entitled to arrange for such assistance in the conduct of my business as I consider appropriate, to be provided to me by such persons as I choose, and to delegate the performance of my obligations to those persons. I am responsible for the expense of engaging or employing those persons.
9. As a distributor, I will honour the Company's 90-day full money-back guarantee to my retail customers. I also understand that for any Products I wish to return to the Company, I will receive a like-for-like replacement Product.
10. I understand that this Distributor Agreement may not be conveyed, transferred or assigned to any other person without the express written approval of the Company.
11. I shall not use any advertising material, in any form that does not have the prior approval of the Company.
12. The Agreement shall be governed by English Law.
13. I have no financial obligation as a Company distributor during the 12 months following commencement of this Agreement other than to pay for any Products I order and to reimburse the Company any bonus paid to me in respect of Products which are subsequently returned.
14. If I wish to terminate my distributorship I may do so at any time by giving 14 days' written notice to the Company at its Head Office; in the case of a joint distributorship the written notice must be signed by both parties. The period of notice of the termination shall start to run from the day when such notice is posted by first class post to the Company at its Head Office. The effective date of termination is the date on which the Head Office approves and processes the termination request.
15. If I cancel, or the Company terminates, my appointment within its first 14 days I may cancel any unfulfilled orders with the Company without charge and receive a full refund of anything I have paid in connection with my participation in these selling arrangements.

Additionally, I may return to the Company (at its Head Office) at the Company's expense within 21 days of such cancellation or termination any Products I have purchased in that period, including tickets for any forthcoming events and/or training days, and the Company will give me a full refund for them provided they are returned in the condition in which they were supplied to me (except their external wrappings (where applicable) may be broken).
16. If I terminate my distributorship after 14 days of entering into it, or if the Company terminates it, then (except to the extent set out in clauses 20, 21 and 22, which shall continue in force after termination) I shall have no further contractual obligations as a distributor to the Company and if I wish I may cancel any unfulfilled personal orders and immediately receive a full refund of any prepayment. I may also return to the Company (at the Company's expense) within 21 days of termination of my appointment any Products which I have purchased from the Company in the 90 days prior to such termination. If the Products are returned in the condition in which they were supplied (except their external packaging (where applicable) may be broken), the Company will give me a full refund on the return of the Products less a 10% handling charge (which will not be levied if the Company terminates the distributorship) and less, if the returned Products have deteriorated due to an act or default on my part, an amount equal to the diminution in their value resulting from such deterioration (which will not be levied if the Company terminates the distributorship).
17. The Company may terminate this Agreement and my appointment as a Forever Living Products' distributor at any time by giving me 14 days' written notice sent to my address set out on this Agreement. The period of notice of the termination shall start to run from the day when such notice is posted by first class post to such address.
18. The Company may terminate this Agreement forthwith if I break any term of this Agreement including terms set out in the CPH.
19. If I cease to be a distributor I must immediately cease representing myself as a Company Distributor, collecting orders for Products or using the Company's name. I shall be entitled to retain any bonus paid to me by the Company except bonus paid in respect of Products returned to the Company. I agree to repay the Company any bonus paid, including VAT where applicable, on returned Products if the Company has refunded any monies due to me and claims repayment of the bonus within 120 days of when it was paid. I agree to repay, return or compensate the Company for any prizes or bonuses in the circumstances described in CPH 10.11.
20. I agree to use the Company's name and trade mark and the Product trade marks only for the purpose of my business as a distributor of the Company's Products and in accordance with the terms of this Agreement.
21. I agree that the names, addresses and contact details of the Company's distributors and any other information provided to me relating to my sponsored group are the Company's confidential proprietary information, and will only be used by me for the purposes of my business as a Forever Living Products' distributor.
22. If I attain the position of Manager, as described in the CPH, I agree that, whilst I am a Forever Living Products' Distributor and for six months after the termination of my appointment as a Company Distributor, I shall not encourage, persuade or recruit any person I know to be a Forever Living Products' distributor to market or sell the products of any other person, company or organisation.