

DISTRIBUTOR APPLICATION



APPLICANT INFORMATION

THIS Reliv APPLICATION MUST BE PRINTED IN BLACK INK.
THE ENTIRE APPLICATION MUST BE COMPLETED, SIGNED AND DATED.

Have you been a Reliv Distributor previously? Yes No

Title	Surname	First	Middle Initial	FOR HEAD OFFICE USE ONLY	
Title	Spouse/Partner Surname (If Applying)	First	Middle Initial	Your Registration Number (RCN) is: _____	
Mailing Address				Invoice No. _____	
				Initial _____ Date _____	
				Gender M / F	Date of Birth
Town		County	Post Code	E-mail Address	
Phone Numbers	H O M E	W O R K	F A X		

SPONSOR INFORMATION

MASTER AFFILIATE INFORMATION

Surname	First Name	Surname	First Name
Reliv I.D. No.	Phone/FAX No.	Reliv I.D. No.	Phone/FAX No.

Please tick here to sign up for the Reliv e-blasts.

I have received my Reliv Distributor Kit. I require a Reliv Distributor Kit.

DISTRIBUTOR AGREEMENT

Reliv Europe Limited of the address set out below ("Reliv") promotes this selling system. Under this system transactions are effected by participants in the system as principals. The goods which are sold under this system (hereinafter referred to as "Products" or "Reliv products") are the dietary and health products manufactured or supplied by Reliv and such other products as Reliv may market from time to time.

- On signature by the undersigned ("the Distributor"), the Distributor shall become an independent Distributor for Reliv and shall be authorised for the term of this Agreement to purchase Reliv products and to promote and sell such products. The Distributor agrees to promote and sell Reliv products in accordance with the terms of this Agreement. The Distributor understands and agrees that the principal purpose of being a Distributor for Reliv is the promotion and sale of Reliv products.
- Reliv agrees that it will utilise its best efforts to supply to the Distributor, upon receipt of payment, all of the Distributor's requirements of Reliv products. Reliv shall have the right to change the prices and range of its Products at any time by giving notice to the Distributor and any such change shall be effective on the date specified.

- This Agreement incorporates and is subject to all of the terms set forth in the Policies and Procedures contained in the Reliv Distributor Guide. This Agreement, together with the provisions of the said Policies and Procedures, constitutes the entire agreement among the parties. Reliv has the right to amend, modify, add to or delete any provision or term of the Distributor Guide or of any Reliv publication upon written notice to Distributors at any time (through any Reliv newsletter or otherwise) and such change shall become incorporated in this Agreement. In particular it is agreed that Reliv has the right to change the marketing plan and compensation plan (including points and business volume and all payments of discount, commission, bonus or awards) at any time. The Distributor acknowledges that he or she has reviewed this Distributor Application and the Reliv Policies and Procedures and understands the same and agrees to abide by the terms and conditions set forth therein. If the Distributor has not received a Reliv Distributor Kit, then the Distributor acknowledges that the Policies and Procedures are and have been accessible to review either upon request from Reliv and/or can be viewed at Reliv's web site. Both Reliv and the Distributor agree to comply with the Codes of Practice of the UK Direct Selling Association as amended from time to time.

- The relationship established by this Agreement is that of vendor and vendee and all obligations of the Distributor performed hereunder shall be fulfilled as an independent contractor. The Distributor has no power or authority to incur any debt, obligation or liability on behalf of Reliv. As an independent contractor, the Distributor is responsible for all income taxes, national insurance contributions and value added tax due in relation to his business and shall keep such records as are necessary to ensure the proper assessment and payment of tax. Reliv provides a list of suggested retail prices to assist the Distributor in pricing. There are no geographical or territorial restrictions imposed on the Distributor's sales activities in any territory where Reliv or its associated companies conduct their business.
- The only financial obligation of the Distributor during the period of 12 months from the commencement date of the Agreement is to purchase the Reliv Distributor Kit and, if the Distributor elects to renew the Agreement, the payment of the annual renewal fee. The Distributor has no further annual financial obligation and in particular has a free choice whether or not to purchase any goods or services under this trading scheme. The Distributor is not required to maintain an inventory of Reliv products and Reliv's purchasing policies are designed to prevent inventory loading.

BEFORE SIGNING THIS AGREEMENT, PLEASE READ CLAUSE 12.1 WHICH SETS OUT THE PERSONAL INFORMATION RELIV WILL COLLECT FROM YOU AND HOW SUCH INFORMATION SHALL BE USED. • 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 A SCHEME. • DO NOT BE MISLED BY CLAIMS THAT HIGH EARNINGS ARE EASILY ACHIEVED.

IF YOU SIGN THIS CONTRACT, YOU HAVE 14 DAYS IN WHICH TO CANCEL AND GET YOUR MONEY BACK.

APPLICANT'S SIGNATURE

Signed on behalf of Reliv Europe

Spouse/Partner Signature (If Applying)

Date

THIS APPLICATION AND AGREEMENT MUST BE MAILED IMMEDIATELY UPON COMPLETION TO:

Reliv Europe Ltd.

21 Thornhill Road, Moons Moat North Industrial Estate, Redditch, Worcestershire, B98 9ND

PHONE: 01527 592878

E-MAIL: euadmin@relivinc.com

DISTRIBUTOR KIT PAYMENT DETAILS -Please tick one of the following;

Kit £25.00 (**€30 plus VAT**)

Cheque attached for £25.00 (UK only).

For payment by credit card, attach separate sheet with credit card number, expiry date and name of cardholder. This extra sheet will be destroyed after clearance.

Prices shown include UK VAT. Prices may vary if ordering outside the UK.

Reliv Europe Ltd. is registered in England and Wales under No. 3022070.



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6. The term of this Agreement shall be for a period of one year from the date of acceptance by Reliv. The Distributor may apply for renewal of this Agreement for successive one year terms by paying the annual renewal fee to cover the costs of publications provided to the Distributor during the year. Reliv is also entitled to terminate this Agreement either with immediate effect or by giving any period of notice.
7. Promotion of other networking programmes to other Reliv Distributors is strictly prohibited. The names of Reliv's Distributors and customers are held and protected by Reliv as confidential information, were obtained at great expense, and are of great value to Reliv. The Distributor agrees that during the term of this Agreement and for a period of eighteen months after the expiration or termination hereof, the Distributor will not:
 - a) use or disclose to any third party the customer or Distributor lists or names of Reliv Distributors or customers except in performance of the Distributor's obligations hereunder;
 - b) encourage or persuade any Reliv Distributor to cease to be a Reliv Distributor or to be a less active Distributor;
 - c) encourage or persuade any consumer of Reliv Products to cease to be a consumer or to reduce their consumption.
- 8.1 The Distributor may cancel this Agreement without penalty within 14 days of entering into this Agreement by giving written notice of cancellation to Reliv at its address set out above (or to such alternative address within the United Kingdom as Reliv may specify) and:
 - (a) the Distributor may require Reliv to repay the Distributor within 14 days any monies which the Distributor has paid to or for the benefit of Reliv 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
 - (b) the Distributor may return to Reliv'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
 - (c) 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.
- 8.2 In order to recover any monies paid in accordance with sub-clauses 8.1(a) or (c) above the Distributor must give notice to Reliv requesting the repayment of such monies (and if applicable, returning the starter kit purchased by him) to Reliv's address referred to in sub-clause 8.1 within 14 days of entering into this Agreement and Reliv 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.
- 8.3 In order to recover monies paid for goods under sub-clause 8.1(b) above, the Distributor must deliver the goods to Reliv within 14 days of entering into this Agreement to the address referred to in clause 8.1. 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.
- 8.4 The Distributor may terminate this Agreement at any time without penalty by giving 14 days written notice of termination to Reliv at its address referred to in clause 8.1. 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 Reliv any goods which the Distributor has purchased under the scheme within 12 months prior to such termination and which remain unsold and Reliv will refund to the Distributor the original cost of such goods (inclusive of VAT) less any delivery costs and less 10% restocking fee. Where the condition of any such goods has deteriorated due to any act or default on the part of the Distributor and such products are not in a resalable and reusable condition, Reliv reserves the right to reject such product return and refuse repurchase.
- 8.5 Reliv may terminate this Agreement at any time by giving written notice to the Distributor. If Reliv terminates this Agreement the Distributor may return to Reliv any goods which the Distributor has purchased under the scheme within 12 months prior to such termination and which remain unsold for a refund of the original cost of such goods (inclusive of VAT) less any delivery costs incurred by the Distributor for returning the goods to Reliv and less 10% restocking fee.
- 8.6 In order to exercise his rights under clause 8.4 or 8.5 the Distributor must deliver the goods to Reliv within 21 days of such termination to Reliv's address referred to in clause 8.1. Reliv will bear the cost of such delivery upon termination under 8.5. The Distributor will bear the cost of such delivery upon their termination of this Agreement under 8.4. The refund due is payable to the Distributor on delivery of the goods, or forthwith if the goods are already held by Reliv.
- 8.7 If this Agreement is terminated for any reason, the Distributor will have the right to be released from all future contractual liabilities towards Reliv in relation to this trading scheme, except:
 - (a) any liability to pay the price of goods or services already supplied to the Distributor by Reliv where the Distributor has not returned such goods to Reliv in accordance with sub-clauses 8.1 or 8.4; and
 - (b) the provisions of clause 7 which relate to competition with the business of Reliv after termination of this Agreement and which shall remain in force after the date of termination.
- 8.8 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:
 - (a) the commission was paid in respect of goods returned to Reliv (or another Distributor who paid the commission);
 - (b) Reliv has refunded any monies due to the Distributor in accordance with sub-clauses 8.1(b), 8.4 and/or 8.5 above; and
 - (c) 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 Reliv forthwith on demand or Reliv may set-off the amount of such commission against any amounts due from it to the Distributor.
- 8.9 Any notice given under this termination clause, which is given by first class post to the address of the parties set out overleaf, or to such other address as shall have been notified from time to time in writing by one party to the other, shall result in the period of notice commencing to run from the day when such notice is posted.
- 8.10 The parties agree that the non-renewal or termination of this Agreement in accordance with its terms shall not give either party any right to compensation, damages or an indemnity of any nature except as expressly provided herein.
9. If any downline Distributor of the Distributor returns any Products to Reliv and obtains a refund from Reliv (whether or not such refund is legally required) the Distributor will on demand repay to Reliv any commission, bonus or other payment received by him from Reliv in relation to those Products. Reliv may set off any sum due to it from the Distributor against any sums due to the Distributor from Reliv.
10. This Agreement shall be governed by the laws of England and Wales. If any provision of this Agreement shall be found to be unenforceable or invalid, the remaining portions of such provisions and other provisions of this Agreement shall continue to be binding and in full force and effect.
11. The Distributor warrants that he/she is eighteen years of age or older.
- 12.1 Where individuals provide Reliv with personal information (such as their name, address and bank details) Reliv may use that personal information in the manner and for the purposes detailed below. By entering into this Agreement, you agree and consent to Reliv's use of your personal information as detailed below.
 - (a) Reliv may wish to use your personal information to send you details about its products, services, promotions and/or opportunities.
 - (b) Reliv may use your personal information for marketing, business development and internal accounting purposes; such purposes include passing your information to auditors and/or accountants and to other companies within the Reliv Group that are located outside the UK and do not have data protection laws to protect your information.
 - (c) Reliv reserves the right to record your personal information both manually and/or on a computer database, in compliance with the Data Protection Act 1998.
- 12.2 You can access your personal information by contacting Reliv at its address set out above. You can correct factual errors in your information or request the removal of personal information from Reliv's records by sending Reliv a request detailing your instructions. To protect your privacy and security, Reliv will take reasonable steps to verify your identity before acting upon your instructions.