



# Distributor Agreement

AQUASOURCE

12 Oaktree Place

Exeter EX2 8AW

United Kingdom

Tel : +44 (0) 1392 822 155 Fax: +44 (0) 1392 822151

E Mail: algae@aquasourceuk.demon.co.uk

PLEASE PRINT CLEARLY IN BLOCK CAPITALS USING A BALL POINT PEN.

Distributor's Name:	
Postal Address:	
Postcode:	
Tel No.	
Fax no. Mobile No.	
E mail:	
Date of Birth:	
Delivery Address:	
VAT No./ID No.	

Sponsor's Name:	Georgi Lyubenov Georgiev							
Sponsor's Address:	P.O. Box 81, 1000 Sofia, Bulgaria							
Sponsor's Distributorship No.	5	0	0	3	6	6	9	5

I am aware that spouses, co-habitees or (where appropriate) registered partners may be co-distributors or where one spouse is already a distributor may become a co-distributor, but may not sponsor each other and must have the same sponsor. (See Policies and Procedures paragraph 6).  
 I confirm that the information given above is correct and that I am of legal age to enter into this Agreement. My signature certifies that I have read the terms and conditions on the front and reverse of this Distributor Agreement, the Euro Business Programme and the Policies and Procedures each of which documents is by reference incorporated into the Distributor Agreement ("the Agreement") before signing this Distributor Agreement.

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.

Signed by the Distributor.	
Date.	
Signed on behalf of Aquasource (UK) Ltd	
Your unique Distributorship No.	

Please quote this number when placing orders, in all communications with AQUASOURCE and on all sales and promotional materials that you distribute.

AQUASOURCE promotes and sells algae based and other complementary nutritional and cosmetic products and services.

The only financial obligation of the Distributor during the period of 12 months from the commencement date of the agreement is the purchase of a Distributor Business Kit at a cost of £ 19.50 including VAT. Distributors will be given at least 60 days advance written notice if any changes in their financial obligations during the period of 12 months from the commencement of the Agreement.

I understand and agree that where the AQUASOURCE Distributorship is granted for the United Kingdom, the Policies and Procedures shall be varied as follows:

**(1) The following shall be added as Paragraph 32A:**

**32A PRODUCT REPURCHASE POLICY**

The Distributor Agreement may be terminated by AQUASOURCE or the Distributor with or without cause or reason and without penalty at any time upon not less than fourteen (14) days written notice or by AQUASOURCE at its sole discretion by 7 days notice in writing for any breach of its provisions or violation of any of the Policies and Procedures, the procedure for such termination to be in accordance with the provisions set out in this section 33 of these Policies and Procedures.

The Distributor has the right within a period of 14 (fourteen) days, of entering into the Agreement to cancel the Agreement without penalty by written notice of termination and to return the Distributor Business Kit – and any Products purchased within that period and which remain unsold provided that such unsold goods are in the condition in which they were in at the time of purchase, (whether or not their external wrappings have been broken) and to require the AQUASOURCE to refund an amount equal to 100% of any monies paid in respect of such Distributor Business Kit and Products.

Except where the obligation on the Distributor is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Agreement, the Distributor shall be released from all future contractual liabilities toward AQUASOURCE on termination of the Agreement at any time.

Where the Distributor terminates the Agreement more than fourteen (14) days after entering into it the Distributor shall have the right to return to AQUASOURCE any Products the Distributor has purchased within a period of 90 days prior to such termination and which remain unsold and to receive from AQUASOURCE the following:

(a) where the Distributor has terminated the Agreement the price (inclusive of VAT) which the Distributor paid for the Products, less

(i) in the case of any Products, the condition of which 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

(ii) a reasonable handling charge:

(b) where AQUASOURCE has terminated the Agreement, the price (inclusive of VAT) which the Distributor paid for the Products together with any costs incurred by the Distributor for returning the Products to the Company:

(c) any such refund shall be on terms whereby the purchase price is payable upon delivery of the Products or if the Products are already held by AQUASOURCE forthwith; and

(d) any such refund shall be on terms whereby the Products not already held by AQUASOURCE will be delivered within 21 days of such termination at AQUASOURCE's expense to the address set out in the Agreement.

AQUASOURCE shall be entitled to request proof of ownership, e.g. sale receipts for the Products that the

Distributor requires AQUASOURCE to buy back in accordance with the Agreement.

The Distributor understands and agrees that bonuses or commissions paid within the preceding 120 days on Products or Services returned by Distributors, in his/her downline, may be deducted from his/her account with the Company at any time where a Distributor in his/her downline terminates his/her Agreement or is terminated by AQUASOURCE.

Payment of refunds will be made in the same form as the original payment i.e. if the purchase was made on the Distributor's credit card then the payment will be in the form of a credit to the credit card account.

**(2) The following shall be added to Paragraph 11 of the Policies and Procedures:**

During the period of seven (7) days following the date on which the Distributor enters into the Distributor Agreement the Distributor may only order Products or Services to the value of £200.

**(3) This policy describes AQUASOURCE's duty of care in relation to the collection and use of Distributor and customer data held by AQUASOURCE. AQUASOURCE is committed to:**

- Obtaining and processing personal data or the information constituting personal data fairly:
- Ensuring personal data is accurate and, where necessary, kept up-to-date:
- Keeping personal data for only one or more specified lawful purpose:
- Not using or disclosing personal data in any manner incompatible with such lawful purpose:
- Ensuring that personal data is adequate, relevant and not excessive in relation to such purposes:
- Not keeping personal data for longer than is necessary for such purposes:
- Taking appropriate security measures against unauthorized access or alteration, disclosure or destruction of personal data and against accidental loss or destruction.

I acknowledge that I have been informed by AQUASOURCE that the information that I give to AQUASOURCE (including, my address and other details) will be retained by AQUASOURCE on a computer database and will be used by AQUASOURCE for the purposes of calculating commissions payable and for the performance of AQUASOURCE's business. I also acknowledge that AQUASOURCE may disclose this information in connection with such purposes to other companies in the AQUASOURCE group of companies, including parent, subsidiary and associated companies which may be situated inside or outside the EU and to other persons and in particular may disclose it to other Distributors as part of its genealogies. I consent to AQUASOURCE retaining, processing and disclosing the information referred to as set out above.

**(4) In the event of any inconsistency or conflict between the terms of this Distributor Agreement and the Policies and Procedures the terms of this Distributor Agreement shall prevail.**

**(5) This Agreement shall take effect from the date of acceptance of the Agreement by AQUASOURCE by issuing to the Distributor a Distributor ID Number.**

**(6) The Contract (Rights of Third Parties) Act 1999 shall not apply to this agreement and all of the rights under the Act are hereby excluded. Save for any obligations to pay the other party under this Agreement, neither party will be liable to the other party under the Agreement in Contract Tort (including Savings, Goodwill, Business Opportunity) and/or indirect, special, incidental or consequential loss or damages howsoever arising.**

This Agreement shall be governed by English law and the parties hereby submit to the jurisdiction of the English court.