



Independent Distributor Agreement

IDENTIFICATION NUMBER

FOR OFFICE USE ONLY. DO NOT WRITE IN THIS AREA.

APPLICANT INFORMATION (Please use block capitals)

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"/>			
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"/>		Sponsor's I.D. No. <input type="text"/>	
Fax <input type="text"/>		In which language do you wish to receive literature? _____	
VAT Registration No. <input type="text"/>		<input type="text"/>	
E-mail Address: <input type="text"/>			

Lifestyles Euro B.V. markets a range of foods and other products throughout Europe via a network of independent distributors.

THIS AGREEMENT WITNESSETH THAT:

A. This Independent Distributors Agreement shall expire 12 months and 1 day from the date of acceptance by Lifestyles. 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.

B. Only authorised Lifestyles Euro B.V. distributors may sell Lifestyles Euro B.V. products or participate in the Lifestyles Euro B.V. Sales programme.

C. The only requirement to become a Lifestyles Euro B.V. distributor is the filing of an application together with payment of the Distributor Application Fee of 45 Euros (including VAT) 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.

D. 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 Euro B.V. will not grant more than one distributorship per individual.

E. 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 Distributors Agreement shall expire 12 months and 1 day from the date of acceptance by Lifestyles Euro B.V. 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.

F. Lifestyles Euro B.V. independent distributors will not make any claims, verbal or written, regarding Lifestyles Euro B.V. products other than those contained in Lifestyles Euro B.V. produced or approved materials. Lifestyles Euro B.V. independent distributors will also agree that Lifestyles Euro B.V. products are not to be sold in any retail environment and that all

advertising must be approved by Lifestyles Euro B.V. home office according to Lifestyles Euro B.V. Policy Numbers 36 and 43 respectively.

G. No individual Lifestyles Euro B.V. distributor may have an ownership interest, operational or management control of, or derive any benefit directly or indirectly from, any second or subsequent Lifestyles Euro B.V. distributorship.

H. In promoting Lifestyles Euro B.V. 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 Euro B.V. advertisements and promotional literature as approved by Lifestyles Euro B.V. in advance.

I. Lifestyles Euro B.V. accepts no responsibility or liability whatsoever for any breach by the Distributor of clauses E and F hereof.

J. The minimum age requirement for becoming a Lifestyles Euro B.V. independent distributor is 18 years of age.

K. If the Distributor sells Lifestyles Euro B.V. products outside the European Union, Lifestyles Euro B.V. 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.

L. 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 Euro B.V. 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 Dutch Law and the Parties agree to submit to the jurisdiction of the Courts of the Netherlands.

APPLICANT ACKNOWLEDGEMENT

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.

PERSONAL DATA PROVISION

I hereby consent to Lifestyles EURO B.V./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 EURO B.V. in writing at the address below or by emailing euro@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.

Date: _____ Distributor's signature: _____

Application accepted on behalf of **Lifestyles Euro B.V.** by _____

OPTIONAL INFORMATION	Surname	First Name	Middle Initial
CREDIT CARD ORDERS Cardholders name	<input type="text"/>	<input type="text"/>	<input type="text"/>
Card No.	<input type="text"/>	<input type="text"/>	<input type="text"/>
Expiry Date <input type="text"/> <input type="text"/>	MasterCard <input type="checkbox"/>	Visa <input type="checkbox"/>	Bank Transfer <input type="checkbox"/>
Security No. <input type="text"/>	Address of cardholder if different from above: <input type="text"/>		

LIFESTYLES EURO B.V.

Registered Office: Postbus 15, 6641AA Beuningen, The Netherlands

Postal Address: 1 Sable Court, Sylvan Way, Southfields Business Park, Basildon, Essex SS15 6TU, United Kingdom

E-mail: euro@lifestyles.net

Telephone: +44 1 268 548 969 or +31 246 776 100

Fax: +44 1 268 548 972

Independent Distributor Agreement - Terms and Conditions

Exclusively intended for Lifestyles independent distributors.

Terms and Conditions

I (hereafter referred to as the 'distributor') register as an independent distributor of Lifestyles Euro B.V. (hereafter referred to as 'Lifestyles')

The distributor understands and agrees to the following provisions:

This registration and agreement (hereafter referred to as the 'agreement') contains provisions and conditions of the Lifestyles Policies and Procedures.

By signing this agreement the distributor confirms that he/she has read and understood the Distributor manual (hereafter referred to as 'the manual') and the terms and conditions of this agreement.

The distributor explicitly agrees to comply with the provisions and conditions of this agreement, the manual and the Marketing Plan (hereafter referred to as the 'plan'), and with modifications that might occur from time to time and that are in effect from the moment of this agreement on.

The distributor is of legal age according to the laws and legislation of the country where he/she is resident and/or active.

The distributor is an independent contractor and not an employee, partner, joint venturer, agent or legal representative of Lifestyles.

The distributor is entitled to buy Lifestyles products in order to sell them to customers and to sponsor new independent distributors. The distributor does not have the exclusive rights for a certain area, country or market, neither is the distributor restricted to a certain area, country or market.

The distributor shall always conduct his/her business without damaging the name or brand name, respectively, of Lifestyles when selling and distributing products to clients and customers. The distributor shall also periodically advise and train other distributors, sponsored by him/her.

The distributor shall make him/herself familiar with all Lifestyles products, sales aids and official Lifestyles literature. The distributor shall refrain from propagating medical or therapeutic use of Lifestyles products and from propagating any other benefits as long as such is not written and officially published by Lifestyles or approved otherwise by the Lifestyles.

The distributor shall refrain from selling or making available Lifestyles products to retail establishments.

While using brand names of Lifestyles the distributor is committed to the following guidelines:

- using brand names of Lifestyles is allowed in promotional material, supplied by Lifestyles.
- any other form of publicity needs prior written permission of Lifestyles.

The distributor will always be under the obligation to conduct his/her business legally, professionally and in accordance with common ethical standards.

The distributor understands that he/she must act in word and deed in compliance with the plan, the manual, any other written publication of Lifestyles, authorized audio and video material and product descriptions, published and approved in written form by Lifestyles.

The distributor may at any time terminate this agreement by registered letter and receipt. The notice of termination must contain the date of termination which may not be later than 60 days after the date of this notice.

Lifestyles is entitled to terminate this agreement unilaterally if, in the estimation of Lifestyles, terms and conditions of this agreement, the plan and/or the manual have been breached by the distributor.

Lifestyles is at any time entitled to modify the agreement, the plan and/or the manual.

Upon termination of the agreement, Lifestyles shall refund to the distributor commission on orders, received by Lifestyles prior to the date of termination. (See return policy below.)

The distributor may not assign his/her rights and duties based on this agreement, directly or indirectly, without prior written permission from Lifestyles. Acting against this provision invalidates the transfer.

Lifestyles may assign the distributor's rights and duties (as above) based on this agreement at any time and the distributor declares to comply with any provisions that are consequence of such a transfer.

All parties acknowledge to be entirely entitled as acting and operating within the limits of this agreement.

This agreement, the plan and the manual constitute the entire agreement among parties, containing the ultimate, complete and exclusive terms and conditions of that which has been agreed among parties. All prior agreements, promises, consultations, settlements and arrangements among parties, oral or written, explicitly or implicitly are replaced by this agreement and are no longer valid. Parties are not committed to any agreement, promise or arrangement which is not part of this agreement, the plan or the manual. Within the boundaries of legislation all parties renounce explicitly their right for recalling this agreement. At the same time all parties refrain from any claim for damage regarding any promise, arrangement and/or agreement that is not part of this agreement or supplemented to this agreement, the plan and/or the manual.

Every record and other form of communication with regard to terms of this agreement requires written form (except in cases where they exist already by other means) and must be delivered personally by means of reliable services, or by means of facsimile sent to the party in question, addressed to the named address or any address, specified by parties. Sufficient proof of delivery includes the voucher of a reliable courier containing name and address of the addressee or the facsimile voucher containing name and facsimile number of the addressee as well as the number of pages that had been transmitted.

Each party declares that he/she:

- is informed about all details with respect to this agreement and the rights and duties of both

parties.

b) is arriving at this agreement upon his/her own freewill, not under fraudulent representation and not under pressure or threat.

c) has read and understands the terms and conditions of this agreement

d) understands all legal implications of this agreement and

e) acknowledges that this agreement contains the terms and conditions of the manual and the plan. Moreover he/she declares knowledge of all terms and conditions of this agreement, the plan and the manual.

In the case where a part of this agreement seems to be invalid, the other terms and condition will remain valid. In such a case Lifestyles will alter the invalid part of the agreement, as little as possible, in such way that the new terms match as close as possible the initial terms with regard to their intent.

Every claim with regard to this agreement, the plan and/or the manual must be presented within one year after the event which caused such claim. After this date the claim remains inadmissible.

If a party fails in his/her duty to take appropriate measures in the case where the other party is repeatedly in default of his/her obligation with respect to this agreement, the party in question will under no circumstance waive any right that comes to him/her by means of any section, paragraph, term or condition of this agreement and he/she is still bound by all other sections, paragraphs, terms and conditions unless parties discharge each other explicitly.

The agreement is valid from the moment that Lifestyles has received the annual payment of 45 Euros and after approval of the application by Lifestyles. After such time the distributor is entitled to purchase Lifestyles products at the applicable price and to act as an independent distributor of Lifestyles in accordance with the terms and conditions of this agreement, the plan and the manual.

This agreement has been composed in accordance with Dutch legislation and shall be governed by it.

In accordance with promotional and/or trading activities, the practice of attracting a prospective distributor by promising profit or benefit on the condition that said prospective distributor agrees to attract additional persons to join such activities violates the law.

The distributor should not be misled by claims that it is easy to gain high profits effortlessly.

1. The only financial obligation of the distributor during the 12 months after which this agreement becomes valid is to pay the Distributor Application Fee of 45 Euros (including VAT) at the time this agreement is submitted to Lifestyles. This Independent Distributors Agreement shall expire 12 months and 1 day from the date of acceptance by Lifestyles. 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. The distributor has no other financial obligation, and, expressly, it is at the discretion of the distributor whether or not he/she wishes to purchase products or sales aids and make use of services within the meaning of this trade conception.

2. Either the distributor or Lifestyles may terminate this agreement at any time by means of a registered letter. In such a case:

a) money that the distributor has paid to Lifestyles or a third person involved in the trade conception will be refunded by the appropriate party.

b) The distributor is obligated to return goods purchased from Lifestyles at his/her own expense, under the conditions that those goods are untouched and in saleable condition. Within 14 days after termination of the agreement, Lifestyles will refund the money for those goods returned.

c) The distributor may cancel services, ordered inside of the named date, and money that he/she has paid for the named services will be refunded.

3. If the distributor terminates this agreement within 14 days after this agreement became effective or if Lifestyles terminates the agreement (entitled to do so at any time), the following provisions shall apply:

a) the distributor shall be released from all future contractual liabilities, except the obligation to pay for goods which he/she received and not have been returned in accordance with terms of this section.

b) the distributor is entitled to return all products to Lifestyles (including material for training and promotion guidelines and kits) supplied to him/her and which he/she bought from Lifestyles within 90 days prior to the date of termination and which he/she did not sell, under the condition that those goods are still under possession of Lifestyles or sent to Lifestyles (to the address named in this agreement or to any other address as instructed by Lifestyles). Within 21 days Lifestyles will refund the amount (incl. VAT) that distributor paid less:

i) the amount equal to depreciation if products are not in good condition due to action or neglect on the part of the distributor and

ii) an appropriate amount as administrative fee.

c) If Lifestyles terminates the agreement terms under 3b are not effective. In this case Lifestyles will pay costs of return.

d) The purchase price of returned goods is charged by Lifestyles after reception of the goods or immediately if they are already under possession of Lifestyles.

4. Upon termination of this agreement, for whatever reason, the distributor is entitled to keep commission paid to him/her in accordance with this agreement, except that of:

a) commission for goods which are returned and

b) money refunded by Lifestyles in accordance with the terms of this section regarding termination and

c) the entitlement of Lifestyles to reclaim commission within 120 days after payment. In this case the distributor is obligated to refund commission immediately to Lifestyles. If distributor is in default, Lifestyle will deduct the amount still be indebted towards the distributor.

5. Every notice with regard to this agreement if sent by appropriate means to the address named in this agreement or any other address, whereupon parties notified each other in written form, will be seen as outgoing at the date of dispatch.

6. Lifestyles is entitled to modify terms and conditions of this agreement, the manual, the plan, and any other publication, and prices within 3 months after conclusion of this agreement without the distributor's consent. Furthermore, the distributor will be bound to this modification whereupon he/she will be notified by letter or by official publications of Lifestyles, under the condition that with regard to the obligatory annual administration fee Lifestyles notifies the distributor by letter at least 60 days prior to such a modification. Upon every annual extension of the agreement, the manual and the plan, the distributor agrees with the terms and conditions which are valid at the time of the extension.