



GNLD International Ltd,
 Hulda Mellgrens Gata 3, 421 32 Västra Frölunda, Sweden
 e-mail: field.support@gnld.co.uk, www.gnld.com

**UNITED KINGDOM/IRELAND
 DISTRIBUTOR APPLICATION**

INTERNATIONAL

Important! Please fill out all information requested and write in block letters.

Month																								
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The first page is the New Distributor's original

Family Name																							
First Name																							
Name of Partner																							
Date of Birth YY/MM/DD	New Distributor						Partner																
Street Address																							
Town/County																							
Postal code/UK <input type="checkbox"/> IE <input type="checkbox"/>	<input type="checkbox"/>																						
Telephone Residence							Mobil Telephone																
Telephone Business							Fax																
E-mail																							
Company name if any																							
Sort Code							Account Number						I would like to receive my bonus deposited into this account.										

Name of the Bank Location

To be filled in by sponsor:

Sponsor: ID-number:

Product Order attached

Send Distributor Starter Kit to (choose one):

To the address above

Other Distributor, name: ID-number:

Standing Order – For delivery each month.

Code:
 (see the current price list for the country)

For distributors:
 "I hereby confirm that I have received a copy of and have read, understood and I accept all of the terms of the Company's Distributor Agreement (including the Terms and Conditions set out overleaf and the GNLD International's Policies and Procedures and Brief Summary of the Marketing System) and hereby apply to become an independent distributor in the Company's trading scheme."
 Date: Location:

.....
 Applicant's signature

Date: Location:

.....
 Sponsor's/Director's signature

For prices, see the current price list for the country.

Distributor Starter Kit Incl. one year fee.																								
Product Order	+																							
Total Amount	=																							

Credit Card Number

Expiry Date MM/YY																									
Name (Cardholder's)											ID (only if different)														

Means of Payment is either Bank transfer or Card payment.
 The United Kingdom: HSBC Bank plc Hammersmith Branch: 91 26 71 40, Sort Code 40-03-21 Copy of bank transfer attached
 Ireland: Allied Irish Banks, AIB PLC, IFSC Branch, Dublin 1: 72441023, Sort Code 93-33-84

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.....
 Cardholder's Signature

CVV-number:
 3 last digits on the reverse side of the card

Reverse of form

This Agreement is between GNLD International Ltd., Hulda Mellgrens Gata 3, 421 32 Västra Frölunda, Sweden. ("the Company") which promotes the selling scheme which is the subject of this Agreement, and the distributor whose name is set out overleaf ("the Distributor").

This Agreement sets out the terms on which the Distributor, acting as a principal and one of the Company's distributors and not as a servant or agent of the Company, may sell to the public, the home-care, healthcare and skincare products of the Company and other products as supplied by the Company ("the Products").

A. Obligations of the Distributor

1. The Distributor agrees:

- a) To operate his business in a lawful, ethical and moral manner, and to always comply with the Company's policies and procedures. The Distributor confirms that he has read these and they form part of this Agreement;
- b) not to engage in any activity that may bring the Company, its Products, its employees or any other distributor into disrepute; and to familiarise himself with the statutes, regulations and by-laws governing his business and abide by them at all times;
- c) to use and refer only to the Company's official literature when promoting the Company's Products or scheme, and not to represent or imply that any level of income is guaranteed or easy to achieve;
- d) not to infringe the Company's trademarks or tradename;
- e) not to imply that he is an officer, employee, partner, agent or owner of the Company; the Distributor acknowledges that he is an independent Distributor operating his own business and as such cannot, and shall not purport to or attempt to bind or contract on behalf of the Company in any manner or incur any liability on behalf of the Company;
- f) to pay all Income Tax, National Insurance contributions and Value Added Tax due in relation to his business and to keep such records as are necessary to ensure the proper assessment and payment of tax;
- g) to comply with the Company's current marketing policies and sales manual and other guidance as to the operation of a distributor's business and dealings between distributors and customers ("the Manual") and with any modifications made to such Manual, policies or guidance by the Company from time to time. The Distributor acknowledges that these policies and the Manual (including matters relating to the pricing of the Products and any discounts, commissions and bonuses) may be changed by the Company at any time. The text of the current "Manual", policies or guidance have been available to study with this Agreement, and by signing this Agreement the Distributor confirms that he has read and understood the Manual and agrees to its terms;
- h) not to sell the Company's Products through retail outlets.

2. The Distributor warrants to the Company that he has the full right and authority to enter into and perform this Agreement and act as a distributor of the Products and that by so doing he will not be in breach of any other agreement or arrangement which he may have with any other person or company.

3. The Distributor understands that he is not allowed to pay or agree to pay more than £200 to the Company (whether in respect of the purchase of a Starter Product Kit, Distributor Starter Kit or products or any other matter) within seven days of the date of this Agreement. This period will operate independently from 14 day cooling-off period referred to in Clause E.1 of the Termination Provisions.

4. The only financial obligations of the Distributor during the period of 12 months from the commencement date of the Agreement is to purchase the Distributor Starter Kit and if the Distributor elects to renew the Agreement the payment of any registration renewal fee. The Distributor has no further annual financial obligation and in particular has a free choice whether or not to purchase any Products under this trading scheme. However, the Distributor is obliged to purchase products to satisfy orders previously received by the Distributor from the Distributor's retail customers or his/her downline. Nevertheless the Distributor may hold stocks of the Products if he so wishes provided that such stocks are not excessive. The Company has the right to refuse to supply the Products to any distributor who in the Company's opinion is holding or seeking to hold excessive stocks.

5. If any downline distributor of the Distributor returns any Products to the Company and obtains a refund the Distributor will on demand pay to the Company the difference between the price at which he purchased those Products from the Company or his Sponsor and the recommended sale price of those products to the person to whom the Distributor sold them.

The Distributor will also repay any commissions or bonuses earned in relation to Products which were subsequently repurchased by the Company. The Company may set off any amount due to it from the Distributor against any sums due from it to the Distributor.

The provisions of this Clause A.5 do not affect the Distributors rights on termination of this Agreement as set out in section D.

6. The Distributor agrees and understands that if he is in breach of any of the terms of this Agreement the Company is entitled to terminate his distributorship and this Agreement without notice.

B. Obligations of the Sponsor

1. The Sponsor agrees on request by the Distributor to repurchase any stocks of the products held by the Distributor that have been supplied to him by the Sponsor at 90% of the price paid by the Distributor to the Sponsor on delivery to the Sponsor of the Products.

2. The Sponsor agrees not to supply any Products to the Distributor which would result in a Breach of the Distributor's obligation set out above at Clause A.3 above.

3. Clause B. 1. does not affect the Distributor's rights to return products to the Company for a refund as set out in Section D.

C. Orders and Obligations of the Company

1. Orders shall be placed in accordance with the procedure and on the terms set out in the Pricelist.
2. The Company agrees to pay the Distributor all bona fide commissions and bonuses earned by the Distributor as set out in the Manual.
3. The Company agrees to supply and deliver the Products to the Distributor at an address in the UK in accordance with any correctly placed order.
4. At any time prior to termination of this Agreement the Company shall, if requested by the Distributor, buy back any Products returned by the Distributor which he purchased at any time within one year of the date of such request subject to and upon the terms set out in paragraph D.7 below.

D. Self-billing

The Distributor agrees to that:

- a) The Company, as the self-biller, can issue invoices on their behalf.
- b) They will not issue VAT invoices for goods or services covered by this agreement.
- c) The agreement is considered to be prolonged upon payment of registration renewal.
- d) They will inform the Company if they stop being registered for VAT, get a new VAT registration number or transfer their business as a going concern.

E. Termination

1. 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 above (or to such alternative address within the United Kingdom as the Company may specify) and:
 - a) the Distributor may require the Company to repay the Distributor within 14 days any money 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
 - b) 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 days 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.

2. In order to recover any monies paid in accordance with sub-clauses E.1(a) or (c) above the Distributor must give notice to the Company requesting the repayment of such monies (and if applicable, returning the kit purchased by him) to the Company's address referred to in sub-clause E.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.

3. In order to recover monies paid for goods under sub-clause E.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 E.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.

4. 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 E.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).

5. 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.

6. In order to exercise his rights under Clause E.4 or E.5 the Distributor must deliver the goods to the Company within 21 days of such termination to the Company's address referred to in Clause E.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.

7. The Distributor shall have the right to return to the Company at its address as set out in this Agreement (or to such alternative address within the United Kingdom as the Company may specify) within 21 days of termination of the Agreement any Products (including training and promotional materials, business manuals and kits) which he has

purchased from the Company under this trading scheme more than 90 days but within one year prior to the date of termination and which remain unsold; and if such Products are either so returned or are already held by the Company at the date of termination the Company shall reimburse the Distributor 90% of the VAT-inclusive price paid by the Distributor for the purchase of those Products less an amount equal to:

- (i) any commissions, bonuses or other benefits (in cash or in kind) received by him in respect of those Products;
 - (ii) any amounts due from him to the Company on any account; and
 - (iii) a reasonable handling charge,
- provided that:
- (i) the Distributor has not purchased or acquired such Products in breach of this Agreement;
 - (ii) the Distributor returns such Products to the Company in an unused, commercially resaleable condition; and
 - (iii) the Company did not clearly inform the Distributor prior to purchase that the Products were seasonal, discontinued or special promotion Products which were not to be subject to the buy-back provisions of this paragraph E.7.

8. At any time prior to termination of this Agreement the Company shall, if requested by the Distributor, buy back any Products returned by the Distributor which he purchased at any time within one year of the date of such request subject to and upon the terms set out in paragraph E.7 above.

9. If this Agreement is terminated for any reason the Distributor will have the right to be released from all future contractual liabilities towards the Company in relation to this trading scheme, except:

- a) liabilities relating to payments made to the Distributor under contracts which the Distributor has made as agent for the Company (if any); and
 - b) 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 E.1 or E.4; and
10. 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 the Company (or another distributor who paid the commission);
 - b) the Company has refunded any monies due to the Distributor in accordance with sub-clauses E.1(b), E.4, end/or E.5 above; and
 - c) repayment of the commission is claimed within 120 days of the date of its 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 other amounts due from it to the Distributor.

11. Any notice given under this termination Clause, which is given by first class post to the address of the parties set out overleaf (in the case of the Distributor) or above (in the case of the Company), 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.

F. General

1. Failure of the Company to enforce any of the provisions of this agreement or to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of the Agreement of any part thereof of the right of the Company thereafter to enforce each and every provision.

In the event any provision of this Agreement is determined by a competent court of law to be invalid it shall not affect the validity of the remaining terms and conditions.

2. The validity, construction and performance of this Agreement shall be governed by English law, and the parties hereto hereby submit to the jurisdiction of the English Courts.

3. This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representative of the parties and always provided that the Distributor is given at least 60 days' notice of any change in his/her financial obligation under this Agreement as so modified.

By signing this Agreement, the Distributor agrees to its terms and acknowledges receipt of a copy of this Agreement.