



Please print all details accurately in block letters

☐ Tre-en-en Kit Code 1001 ☐ Pro Vitality+ Kit Code 1003

For office use only

Bank Deposit / POS Slip

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BANKING DETAILS																			
Bank Name																			
Bank Account No.												Type of Account	Savings A/C		Current A/C				
Bank Account Holder																			
Bank and Branch Code											Branch Name								

I _____ certify that the above information is 100% correct and authorise Neolife to pay all bonuses, commission and other funds due to me into the above stated account.

Date this _____ Day of _____ Year _____ Distributor Signature _____

Sponsor Signature _____ Partner's Signature _____

IF YOU DO NOT OWN A BANK ACCOUNT, PLEASE SEE THE DR REPRESENTATIVE IN THE DC NEAREST TO YOU

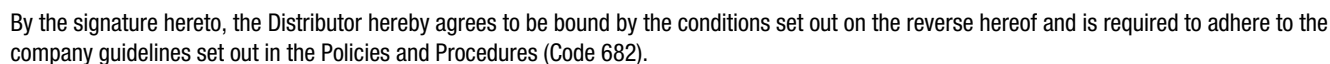
I have / have not previously registered as a Distributor/Member:

YES ☐NO ☐

If yes, my NeoLife ID. No.

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ATTACH BANK DEPOSIT / POS SLIP FOR REGISTRATION / KIT FEE OF Naira _____



IN SUPPORT OF MY APPLICATION TO BE ACCEPTED AS A NEOLIFE DISTRIBUTOR, I CERTIFY THAT I HAVE:

- (a) Registered as a member of the NeoLife Association
- (b) Completed the Retail Sales Agreement with my sponsor
- (c) Been well versed in the NeoLife Sales and Marketing Plan procedures
- (d) Acquired a sound knowledge of the products marketed by NeoLife

RETAIL SALES AGREEMENT

between NeoLife International Ltd.

(Hereinafter referred to as the Company and/or NeoLife)
and

NeoLife Distributor

(Hereinafter referred to as the Distributor)

WHEREAS The Company conducts the business of a direct to consumer sales organisation.

AND WHEREAS the Distributor has satisfied the Company that he/she is a person well versed in the sales and marketing plan of the Company and has acquired a sound knowledge of that company's products.

AND WHEREAS the Distributor is desirous of contracting with the Company to market the company's products.

NOW THEREFORE THESE PRESENT WITNESSETH:

THE DISTRIBUTOR WARRANTS:

- (a) That he/she has not paid nor has he/she been called upon to pay to any person or persons, a fee or consideration for the privilege of marketing the company's products.
- (b) That he/she has fully acquainted himself/herself with the company's sales and marketing plan, code of ethics, policies and procedures.
- (c) That he/she is fully acquainted with all the laws and regulations in force in Nigeria applicable to the marketing of the company's products.
- (d) That he/she is possessed of sufficient finance so as to embark upon the business of marketing the company's products without in any way adversely affecting the welfare of his/her family.

ACTING UPON THE AFOREGOING WARRANTIES, THE COMPANY DOTH HEREBY COVENANT WITH THE DISTRIBUTOR AND THE DISTRIBUTOR DOTH HEREBY COVENANT WITH THE COMPANY AS IS HEREINAFTER SET FORTH.

- 1 The Company doth hereby agree that henceforth the Distributor shall have the right and privilege of obtaining from the Company all the products, literature and sales aids of NeoLife for the purpose of marketing same.
- 2 The Distributor shall acquire products from the Company at the Company's Distributor price.
- 3 The Distributor, shall be liable for and will pay to the Company, the cost of any freight service charges which the Company may determine from time to time as being applicable to the Distributor's products.
- 4 The Company hereby grants unto the Distributor the right and privilege of using the "NeoLife Sales and Marketing Plan" together with any future modifications or amendments hereto and also the right to use the trade name "NeoLife" in the pursuance of marketing the company's products. The Distributor shall also be entitled to use the word "NeoLife" on his/her letterheads and business cards, but always in a manner as to denote that the Distributor is an independent contractor and not a servant or member of the Company.
- 5 It is recorded and agreed that the Distributor is an independent contractor and is not an employee, agent, representative or partner of the company and the Distributor undertakes at all times to conduct himself/herself accordingly.
- 6 The Distributor agrees:-
 - (a) That he/she shall at all times comply with all laws, bylaws ordinances and regulations, and will obtain the necessary licences or permits in connection with the marketing of the company's products and will pay all taxes, debts or other expenses incurred in and about the marketing of the Company's products.
 - (b) That he/she shall at all times conduct himself/herself in a lawful, ethical and moral manner and agrees to do nothing that will reflect adversely on the Company, its products or its trademark, or cause to be done anything which may be detrimental to other Distributors or their organisations.
 - (c) Not to represent that the Company's products have any therapeutic or curative properties or make any misrepresentation of any kind regarding the company's products or marketing plan.
 - (d) Not to reproduce, print or manufacture or cause to be produced, printed or manufacture in whole or in part, products, literature or sales aids, and further agrees not to use the "NeoLife" trade name except as is provided for in this agreement.
 - (e) That he/she will be responsible for and will pay the costs of delivery of the product as contained in the conditions of delivery in the Confidential Price List.
 - (f) That he/she shall not for so long as this agreement shall remain in force, make use of the "NeoLife Sales and Marketing Programme" or the "NeoLife Distribution System" for any product which is in competition with the Company's products.
- 7 All orders placed by the Distributor with the Company shall be accompanied by a Bank Guaranteed Cheque, Deposit Slip or Approved Credit Card.
- 8 Title to and the risk in all products, literature and sales aids acquired by the Distributor shall pass to the Distributor as soon as they shall have left the Company's warehouse. This proviso shall be of equal force and effect in respect of those goods purchased by Distributor and which has for convenience been left in the Companies warehouse.
- 9 (a) The Distributor shall be entitled to terminate this agreement at any time without penalty, by giving unto the Company 7 days written notice by prepaid registered post to the address at which the Company conducts its business.

(b) Where notice is so given not more than 14 days after the signing of this agreement, the Distributor shall be entitled to obtain from the Company repayment within 21 days after such written notice, all moneys paid to the Company in respect of Company's products less:-

- i) Any amount owed by the Distributor to the Company in respect of purchases made by the Distributor from the Company.
- ii) An amount equal to the value of any goods provided by the Company to the Distributor and which has not been redelivered at the Distributor's expense to the Company.
- iii) All bonuses commission, rebates, rewards and overrides received on that inventory by the terminating Distributor. Verifiable proof of purchase or product date codes on labels will be used to determine if products qualify for re-purchase. In addition all bonuses commission, rebates, rewards and overrides paid to upline Distributors as a result of the original sale will be recovered from the upline Distributor whenever a product repurchase takes place within their sales organisation.

(c) Where notice of termination is given by the Distributor under any other circumstances the right to require the Company to re-purchase:-

- i) At a price which is not less than 90% of the price, which the Distributor paid for them, less all bonuses, commission, rebates, rewards and overrides received on that inventory by the terminating Distributor. Verifiable proof of purchase or product date codes on labels will be used to determine if products qualify for re-purchase.
- ii) On terms whereby the price is payable upon delivery of the goods or if the goods are already in the company's possession forthwith;
- iii) For delivery within 21 days of the giving of the notice by the Distributor and at the Distributor's expense at any place which the Distributor may reasonably nominate; any goods which he has purchased from the Company, provided that the goods to be re-purchased are in an acceptable condition.

(d) The right to be discharged upon termination of this agreement from all contractual liabilities - except:-

- i) Liabilities relating to payments made to the Distributor under any arrangement which he has made for and on behalf of the Company.
- ii) In a case where termination of the agreement does not give rise to the right referred to in such paragraph (b) hereof, any liability to pay the price of goods already sold to the Distributor by the Company.

(e) If the Company elects to terminate this agreement then the Distributor shall be entitled to require the Company to re-purchase;

- i) at the price which the Distributor paid for them, less all bonuses, commission, rebates, rewards and overrides received on that inventory by the terminating Distributor.
- ii) On terms whereby the purchase price is payable upon delivery of the goods or if the goods are already held by the Company forthwith.
- iii) For delivery within 21 days of such termination at the Company's expense at any place which the Company may reasonably nominate: any goods which the Distributor had purchased in terms of this agreement.

10 The Company shall be entitled to cancel the agreement if:

- i) The Distributor has breached the agreement and
- ii) The Distributor has failed to remedy any breach of this agreement within a period of 14 days after having been called upon to do so by pre-paid registered post.
- iii) Where the Distributor shall be guilty of conduct deemed by the Company to be unethical and contrary to the marketing plan of the Company.

11 This agreement may not be ceded or assigned in part or whole.

12 This agreement shall become of force and effect upon the date upon which it shall have been executed by the Company.

13 This agreement shall constitute the full and entire agreement between the parties and no variation or alteration thereof shall have any effect unless the same be made in writing and annexed hereto.

14 It is recorded and agreed that neither of the parties have been induced in any manner whatsoever other than by normal business considerations to enter into this agreement.

15 This agreement shall be interpreted in accordance with the laws of Nigeria.

NAME _____

DATE _____

NEOLIFE ID. NO. _____

SIGNATURE _____