

# Betterware

## Sales Team Agreement

**PLEASE COMPLETE THIS FORM IN BLOCK CAPITALS**

This agreement dated \_\_\_\_\_ is between Betterware Global Ltd Unit 4 Westminster Industrial Park, Rossfield Road, Ellesmere Port, CH65 3DU (the "Company") and \_\_\_\_\_

### **TERMS AND CONDITIONS**

#### **1 Definitions and Interpretation**

1.1 The following terms shall have the following meanings:

- (a) "You"/"Your"/"Distributor"
- (b) "Team Leader"
- (c) "Products"

The person named above who has been appointed as an independent Distributor for the purpose of distributing catalogues and personally purchasing and selling Products. Your Betterware Team Leader as identified above. (Or such other Betterware Team Leader as may be appointed). The house-wares, homecare, giftware and other products included from time to time in Betterware direct selling catalogues.

#### **2. General**

- 2.1 For administrative and organisational purposes the Distributor may be allocated a primary area within which they shall operate as a Distributor and which may change from time to time. The Distributor is free to achieve sales from friends, relations and work colleagues.
- 2.2 The Distributor is a self-employed independent contractor and as such is personally liable for payment of all income tax and national insurance contributions.
- 2.3 The Distributor authorises the Company to carry out such checks on their creditworthiness as it may reasonably determine.
- 2.4 The Company confirms that it will comply with all relevant legislation regarding Data Protection and the Distributor consents to the Company processing such personal data and sensitive personal data relating to him/her as it may hold for the purposes of accounting, sales and business development, administration of accounts, incentives and promotions and compliance with legal requirements including the monitoring and promotion of equal opportunities.

#### **3. Product Sales**

- 3.1 In promoting and selling the Company's Products to third parties ("the Customer") you will act as a principal, selling them solely on your own account. You will not enter into any contract as agent for the Company without the Company's express prior written consent.
- 3.2 The Distributor will purchase Products (on credit) from the Company in their own name at a discount of 25% off the then current catalogue price listed for such Products (the "Purchase Cost"). The Purchase cost is inclusive of Value Added Tax. This discount

applies to Products ordered by the Distributor from the Company whether for the Distributors own use or for sale to customers.

- 3.3 Any Products which remain unsold and are undamaged (for which purpose damage to external wrapping shall be ignored) may be returned by the Distributor to the Company direct to the address above for full credit at the Purchase Cost.
- 3.4 The first order from the Distributor hereunder will only become binding upon the Distributor who will only then become liable to pay the Purchase Cost of the products delivered to him/her once the Company has received a copy of this Agreement signed by the Distributor and the Products in question have been delivered to the Distributor.
- 3.5 The Purchase Cost for products is to be paid by the Distributor to the Company within seven days from receipt of the Products from the proceeds of delivering products and collecting payment from customers.
- 3.6 The company is under no obligation to accept any further orders from you if any payments are overdue.
- 3.7 The company reserves the right to charge statutory interest and compensation on all overdue sums. Further, the company may apply a reasonable charge to cover any additional costs in recovering any overdue amounts.
- 3.6 The company shall have no liability to the Distributor if it is unable to supply any Product ordered by the Distributor but the Distributor shall remain liable to pay for any Products that the Company is able to supply.
- 3.7 The Company reserves the right to vary the discount percentage referred to in Clause 3.2 in relation to some or all Products upon giving not less than seven days' written notice to that effect to the Distributor. Such notice may be contained in a Company newsletter or bulletin.
- 3.8 From time to time the Company may operate incentive programmes related to the level of purchases by distributors from the Company. The Distributor shall be eligible to participate in the relevant programmes subject to their respective rules and payment criteria.
- 3.9 The company is not obligated in any way to accept any orders from a Distributor.
- 3.10 The company minimum order is £100 (gross RRP). No orders under this amount will be processed. We reserve the right to change the company minimum order.

#### **4. Cancellation and Termination**

- 4.1 The Distributor has the right, within 14 days of making it, to cancel this Agreement and recover any monies paid giving written notice to the Company at the above address. Upon cancellation you will be entitled to a full credit of the Purchase Cost in respect of Products purchased by you but which remain unsold and which comply with clause 3.3 above. Similarly, the Company reserved the right, for any reason, to terminate this Agreement immediately by giving you written notice within 14 days of the date of this Agreement.
- 4.2 At any time after 14 days from making of this Agreement either party may terminate the agreement without penalty by giving to the other not less than 14 days written notice. If this agreement is terminated by the Company or after the first 14 days, by the Distributor the Distributor will have the following rights:
  - 4.2.1 Other than where the Distributor owes the Company the Purchase Cost for Products sold to customers, the Distributor will incur no future obligations under this Agreement;
  - 4.2.2 The Distributor has the right under Clause 3.3 of this Agreement to return any unsold product.

#### **5. Conduct**

- 5.1 The Distributor herein contracts to conduct themselves in a manner which does not adversely affect the goodwill and reputation of the Company or conflict with the Betterware Distributor code of conduct, which documents together with this Agreement represent the entire agreement between the parties.

## 6. **Team Leader**

- 6.1 It is a condition that the Team Leader is an active Distributor.
- 6.2 The Team Leader is a self-employed independent contractor.
- 6.3 Nothing in this agreement shall render the Team Leader an employee, assignee or agent and they have no right whatsoever to bind the company in any form or manner.

## 7. **Team Leader Payments**

- 7.1 The Team Leader will be paid by the company a percentage of their team's net sales as per our current commission model.
- 7.2 These fees shall be paid on the 15th of the month for the previous month by BACS transfer only.
- 7.3 The team leader agrees to indemnify the company for and in respect of any liability for any claim arising from a breach of the terms of this agreement.
- 7.4 The company shall be entitled to set off from the commission due to the Team leader any amounts due to the company at any time.

If this agreement is terminated for any reason whatsoever the Team Leader will only receive commission on the net sales accrued on or before the date the agreement was terminated.

## 8. **Team Leader Responsibilities**

- 8.1 The Team leader is responsible to pay fully all costs, liabilities and expenses associated with running their business which includes tax and insurance.
- 8.2 The Team Leader must not mislead or deceive potential distributors or team leaders.

# **BETTERWARE DISTRIBUTOR CODE OF CONDUCT**

## **INTRODUCTION**

This Code of Conduct applies to all self-employed Betterware Distributors and establishes the standards and procedures that should be followed in the course of their daily business.

## **PURPOSES**

The purpose of this Code is to ensure that all Betterware Distributors act in a way that:

- Brings credit to themselves and Betterware.
- Looks after the interests of their customers and Betterware.
- Follows the procedures and methods approved by Betterware and that are suggested by the Company's Team Leader.

## **DUTY**

A Betterware Distributor shall show skill, care and attention to detail in their dealings with customers. In order to comply with current legislation, a Betterware Distributor in fulfilling their obligations under their Distributor agreement, should not use, employ or take any person (including their own children) under the age of 16.

## **CUSTOMERS**

In dealings with customers (which for convenience shall include any prospective customer) whether face to face, via the telephone or through written media, Betterware Distributors shall observe the following principles:

- Identify him/herself and make it clear that he/she is a Betterware Distributor.
- Observe the wishes of the customer and accept these promptly and with courtesy.
- Nothing should be said, or information deliberately omitted, that may mislead customer
- Provide a contact point where they can be reached should be customer have a query.
- Conduct themselves in a professional and business-like manner ensuring that their

handling of customers is fair and honest.

- Provide help and maintain accurate records of all transactions and dealings with customers.
- Not demand or accept payment from customers prior to delivery of product. Where a customer no longer requires their order, this shall be accepted with courtesy.
- Calls made to customers, whether personally or by telephone, are acceptable provided they are not made during unsocial hours. Social hours fall between 9.00am and 8.00pm.
- Betterware Distributors should not, under any circumstances, bring pressure to bear upon the customer and should recognise and respect their wishes.

## **CATALOGUE DISTRIBUTION**

Under no circumstances will the Distributor distribute any other printed material alongside the catalogue.

## **BUSINESS STATIONERY**

A Distributor should use stationery, forms, catalogues and sales materials which are obtained from, or are approved by Betterware. Under no circumstances can any material be used in any part of the Betterware Global business without express permission from Betterware Global Ltd. The logo cannot be reproduced in any way.

## **DATA PROTECTION**

All Betterware Distributors agree to comply with the Data Protection legislation in force from time to time, to observe the Data Protection policies and procedures operated by Betterware (including the requirement that all data processing shall be carried out fairly and lawfully) and to ensure that all personal data they hold is treated confidentially and securely.

## **REMEDY**

Should circumstances arise which make it impossible for a Distributor to follow this code, immediate notification should be given to Betterware with details of what action, if any, is being taken to remedy the situation. Failure to take remedial action where necessary, or at the discretion of the Company may lead to termination in accordance with this Agreement.

## **NOTICES**

### Statutory Warning:

It is illegal for promoter or participant in a trading scheme to persuade anyone to make payment by promising benefits for getting others to join a scheme, do not be misled by claims that high earning are easily achieved.

### Chemicals:

Please note that due to circumstances beyond our control, spillage of chemical products may occur during transportation; you should take this into account when unpacking chemical products. The Company cannot accept liability for any failure on your part to take reasonable precautions.

## **6. Confidentiality.**

- 6.1 Information provided in connection with this Agreement and which is publicly undisclosed shall be kept confidential and shall not be used or divulged other than in the proper course of performance of the obligations under this Agreement.
- 6.2 You shall do nothing to bring Betterware Global into disrepute or to impair or jeopardise the distinctive quality of the Betterware trademarks or trade names which are protected by law.
- 6.3 You shall not, without Betterware Global's prior written approval, use or exploit the companies intellectual property rights, including (but not limited to) trademarks or trade names or any logos, product names, designs or copyright.

## 7. **Conflicts of interest.**

6.1 A distributor may be part of any other multi-level or network marketing or direct sales business which competes with the Betterware Global programme as long as such activity does not cause a breach or conflict with the agreement or Betterware Global distributor code of conduct.

## 7 **DATA PROTECTION**

7.1 The parties agree that they shall comply strictly with the requirements of any data protection laws in relation to personal data processed in connection with the performance of their obligations under this Agreement.

7.2 You consent to Your personal details being held and processed (including processing by automatic means) by Betterware Global, its affiliates and its or their authorised third parties for the purposes of fulfilling the terms of this Agreement, supporting and better understanding the business and performing functions on Betterware Global's behalf. These functions may include (but are not limited to) order fulfilment and delivery, administration, payment processing, the production of electronic invoices and statements of fees earned, customer service, research, marketing, making special offers and promotions and sending You information about Betterware Global's products and business opportunities.

7.3 You consent to allowing data transfers of Your personal details to any other company within Betterware Global's group and business contacts located in other countries outside the European Economic Area including the United States in order to facilitate the proper performance of this Agreement, even where the country or territory in question does not maintain the same standards of data protection as in the European Union.

7.6 Please see Betterware Global's Privacy Statement for more information about Betterware Global's privacy and data protection practices including how to update, change or delete any of Your personal information and how to opt-out of receiving marketing from Betterware Global.

## 10 **TRANSFER**

10.1 The benefit of this Agreement may not be transferred or assigned by You.

## 11 **VARIATION**

11.1 Betterware Global reserves the right to make changes to this Agreement by giving You written notice to that effect. You will always be given no less than 14 days written notice in advance of any such changes, except that where such changes affect the discount or the Minimum order requirement, then You will be given no less than 60 days written notice in advance of such changes.

## 12 **GENERAL**

12.1 This Agreement constitutes the entire Agreement between the parties and supersedes any previous agreement or understanding.

12.2 There is no intention in this Agreement to create any right or benefit enforceable by any person, firm or company not a party to this Agreement and the provisions of the Agreements (Rights of Third Parties) Act 1999 are expressly excluded.

12.3 You expressly authorise Betterware Global to issue communications and invoices electronically, by email or posting messages or notices on Betterware Global's website and any such communication shall be deemed appropriate as written notice.

12.5 Do not be misled by claims that high earnings are easily achieved.

12.6 This Agreement shall be governed by the Laws of England and Wales.

12.7 You may not own or operate any website for the purpose of promoting or recruiting or selling for your Betterware Global business.

12.8 You may not own any domain name with "Betterware" or "Betterware Global".

I hereby agree to be bound by the terms of this agreement.

\*\*\* If you sign this agreement you have 14 days in which to cancel \*\*\*

Distributor's signature \_\_\_\_\_ Date \_\_\_\_\_

Distributor's name \_\_\_\_\_

Signed for and on behalf of Betterware Global Limited

Director's signature \_\_\_\_\_ Date \_\_\_\_\_

The logo for Betterware, featuring the word "Better" in a bold blue font and "ware" in a bold red font.