

## Distributor Kit

Welcome to the STEMTech family. As a new Distributor, you have two sign-up options. Please review this information with your enroller in order to decide the best options for your business goals. If you have any questions, your enroller will be glad to answer them. You may also contact a friendly Distributor Service Representative, Mon-Fri 9am-5pm, +44(0) 20-265-5590

**Minimum Requirement – Purchase the:**

**Business Development System £50 including VAT, plus shipping & handling is £3.50.**

Includes registration as a Distributor with STEMTech UK Ltd

Training Manual including forms, brochures and tools required for your business

Plus:

New Associate STEMTech Lapel Pin

- 2 Comprehensive training CD's
- 2 Comprehensive training DVD's
- plus optional additional services.

**OR**

### **ONE TIME ONLY OPTION:**

**FAST START PACK\*: £199.00 including VAT and FREE Shipping (a £285.00 value!).**

Includes: 5 Bottles of StemEnhance. Point Value (PV) 250 Bonus Volume (BV) 50 and the Business Development System above.

Plus FREE sales aids:

- 10 StemEnhance Brochures
- Distributor Business Suite\*\* which includes
- Personalised Website to promote your business
- Retail Shopping Cart where customers can purchase from your own site
- Back Office with tracking management tools and advanced reporting features

(Maximise your FastStart by enrolling in the Autoship program, see details overleaf).



## INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

Suite 408, 1Alie St  
London, E1 8DE  
United Kingdom  
Tel: 0207 265 5590  
Fax: 0207 481 1848  
www.stemtechhealth.co.uk

### \* **FastStart Conditions:**

FastStart Pack offer available only at time of sign up. Enroller must have a personal AutoShip or personal retail customer AutoShip to qualify to receive FastStart bonuses.

### \*\* **FastStart Distributor Business Suite Rules:**

To activate your Distributor Business Suite and to waive the £9.95 monthly fee, you must elect AutoShip enrollment with your FastStart Pack sign-up. The Distributor Business Suite set-up fee of £129.95 is waived when you sign up with the FastStart Pack. New enrollees may be "placed" under a downline distributor. The Enroller retains the FastStart Enroller Bonus.

### **MONTHLY AUTOSHIP PROGRAM**

Enjoy the convenience of getting StemEnhance™ delivered to your door automatically every month by joining the AutoShip program.

You can elect to start receiving your AutoShip order the month you enroll or to start the following month. By joining the AutoShip program, you also receive the following benefits:

- Convenient ordering at the best pricing and best shipping rates
- Keeps you eligible for FastStart bonuses
- Waives the £9.95 monthly fee for the Business Suite
- Volume points count towards advancement and qualification in the StepUp Generational program

#### **To enroll, simply:**

- 1 Tick the "Yes, sign me up" box in the AutoShip selection
- 2 Fill in how many bottles a month you wish to receive
- 3 Select to have your AutoShip begin this month or next month

### **It's that simple!**

#### **APPLICATION CHECKLIST**

In order to quickly process your application, please make sure you do the following:

- Complete all entries and make sure information is accurate and legible.
- Fill in ALL your Personal and Enroller information.
- Provide valid payment information. If using a credit card, please provide the CVV code.  
For Visa or MasterCard users, this is the 3-digit number following your account number on the back of the credit card.
- Select a sign-up option package.
- Read all the terms and conditions on the back of the application.
- Sign and date the application.
- Post or Fax your form to STEMTech UK Ltd. The address and fax number are listed on the front of the application.
- Follow-up with your Enroller or STEMTech's Distributor Services to make sure your application has been processed.

#### **Recommended**

- If enrolling in the AutoShip program, make sure you have selected if you want your AutoShip to start this month or the following month and how many bottles per month you want.
- If requesting a Distributor Business Suite with website either on its own or with a FastStart Pack enrollment, make sure you provide us a desired name for the site (i.e.: YourName@stemtechbiz.co.uk-) and check the "Yes, provide me with a PERSONAL WEBSITE" checkbox.



# TERMS AND CONDITIONS

STEMTech UK Ltd (referred to hereinafter as “STEMTech” or “the Company”) is the promoter of this trading scheme in the United Kingdom. The products which are supplied under this scheme, are nutritional supplements and related products supplied by STEMTech (“the Products”) and such other products as STEMTech may market from time to time. Sales of these Products are made by STEMTech Distributors who participate in the scheme as distributors and order-takers. The only financial obligation of the Distributor during the period of twelve (12) months from the commencement date of the Agreement (as defined below) is to purchase a Distributor Kit. 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.

I/we hereby apply to become a STEMTech Distributor (“Distributor”). I/we confirm that the information given above is correct and that I/we am/are of legal age to enter into the Agreement as defined below. My/our signature(s) certifies that I/we have read the terms and conditions overleaf, the Compensation Plan and the Policies and Procedures (“the Agreement”) before signing the application and agreement form and that I/we understand (i) that there is no requirement beyond the receipt and acceptance by STEMTech of the Application and Agreement form and the purchase of a Distributor Kit to become a STEMTech Distributor, and (ii) that any purchases of Product inventory, sales aids, literature etc., are strictly voluntary. I/we agree to abide by the terms and conditions of the Agreement including the current Policies and Procedures and the Compensation Plan and any other documents issued by STEMTech from time to time, each such document as amended from time to time by STEMTech. I/we also understand that if I/we choose to sponsor others to participate in the STEMTech business opportunity, I/we will not receive any compensation whatsoever for the act of sponsoring or recruiting, and that I/we will be compensated based upon the activities of other Members only to the extent of orders taken and Products supplied.

I/we agree that STEMTech may retain and process the personal information given by me/us to STEMTech for purposes including the marketing commissions payable and performance of the STEMTech business. STEMTech may record this information manually and/or electronically and will be the data controller for this information. STEMTech may disclose and transfer such personal information to other members of the STEMTech group of companies which are situated inside and outside of the EEA and to other persons including other STEMTech Distributors for the purposes of STEMTech’s business. These persons may be situated in countries that do not have laws to protect personal information. Details of the companies and countries involved will be provided on request.

Trading Names, Companies or Partnerships – If your business will be owned by a company or partnership, or will be operated under a trading name (e.g. XYZ Enterprises Limited or John Doe and Associates), you must complete a Business Entity ID Form and submit it with this Application and Agreement.

Upon acceptance of the Agreement by STEMTech Health Sciences UK Limited (“STEMTech”) and in consideration of STEMTech granting to me the non-exclusive right and privilege to purchase and promote STEMTech Products and the STEMTech Business Opportunity, I (including any joint Distributor) hereby agree to the following Terms and Conditions:

1. I understand that as a STEMTech Independent Distributor I have those rights as set forth in these Terms and Conditions and in the STEMTech Policies and Procedures.

2. I agree to present the STEMTech Compensation Plan and STEMTech Products as set forth in official STEMTech literature and that I am liable for all statements I may make which deviate from such information issued by STEMTech and hereby indemnify STEMTech from any loss, damages, claims, costs including legal fees or court costs or fines arising from unauthorised representations made by me.

3. I agree that as a STEMTech Distributor I am an independent contractor and not an employee, partner, legal representative, or franchisee of STEMTech. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, accommodation, secretarial, office, telephone and other expenses. I understand that I have no legal right or authority to bind STEMTech to any obligation or to make representations or warranties on behalf of STEMTech. I am responsible for the filing of all necessary tax returns and paying all applicable taxes due in relation to my STEMTech business. Further, as an independent contractor,

I agree:

(a) to abide by any and all laws, rules and regulations, pertaining to the Agreement (and in particular the Trading Schemes Regulations 1997) and/or pertaining to the promotion of STEMTech Products;

(b) at my own expense, to make, execute or file all reports and obtain all licences (including if applicable, VAT registration) as are required by law or public authority with respect to the Agreement, the sale of STEMTech Products and/or the promotion of the STEMTech Business Opportunity; and

(c) that if I personally enroll other Distributors, I must use my best efforts to provide, on an on-going basis, bona fide support and training of sponsored Distributors and their team, which shall mean such activities as ongoing contact, communication, encouragement and support of my organisation including, but not limited to, providing information and training to sponsored Distributors in connection with the legislative and regulatory requirements to be complied with in the United Kingdom.

4. I have carefully read and agree to comply with these terms and conditions, the STEMTech Policies and Procedures and the STEMTech Compensation Plan, both of which are hereby incorporated by reference into and made a part of the Agreement (these three documents shall be collectively referred to as the “Agreement”). I understand that I must be in good standing and not in breach of the terms of the Agreement to be eligible for bonuses or commissions from STEMTech. I understand that the Agreement may be amended at the sole discretion of STEMTech, and I agree to abide by all such amendments. Notification of amendments shall be issued through reasonable commercial means, including but not limited to any of the following: posting on STEMTech’s website ([www.stemtechhealth.co.uk](http://www.stemtechhealth.co.uk)), e-mail to Distributors, included in STEMTech periodicals, and/or included in product orders, bonus check mailings, or other special mailings. Amendments shall become effective 30 days after publication. My continued engagement in promoting STEMTech Products, promoting the STEMTech Business Opportunity, or accepting commissions, after notice of any revisions to the Agreement including in particular the STEMTech Policies and Procedures and the STEMTech Compensation Plan shall constitute my agreement to such revisions and legally binding amendment of the Agreement including the STEMTech Policies and Procedures and the STEMTech Compensation Plan.

5. The term of this agreement is one year. I understand that unless I have indicated otherwise on the front of this Distributor Application and Agreement, the agreement shall automatically renew on the anniversary date and the renewal fee of £25.00 will be charged to my credit card identified on the front or withheld from my commissions in the anniversary month. If I have elected not to automatically renew the agreement, I understand that I must pay the renewal fee no later than 30 days after the anniversary date in order to renew the agreement. If I fail to annually renew my STEMTech business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor, I shall not be eligible to sell STEMTech products, and I also waive all rights, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. STEMTech reserves the right to terminate all Distributor Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to STEMTech at its principal business address. STEMTech may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.

6. I understand that I may only make or agree to make payments to or for the benefit of STEMTech to the value of £200.00 including VAT during the seven (7) day period after

entering into the Agreement.

7. No purchase or investment is necessary to become a Distributor other than the purchase of a Distributor Kit or equivalent in whatsoever format the company may offer from time to time. I understand and acknowledge that the purchase of any STEMTech Products, promotional or sales aid literature or attendance at any STEMTech sponsored training is entirely optional.

8. I will be remunerated in accordance with the STEMTech Compensation Plan as amended from time to time.

9. STEMTech reserves the right to terminate all Distributor Agreements upon 30 days notice if it elects to:

(1) cease business operations in the United Kingdom; (2) enter into a voluntary or involuntary liquidation or administration or winding up or any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over any part of its business or assets; or (3) terminate distribution of STEMTech Products via direct selling channels in the UK or any other markets or territories in which STEMTech does business. STEMTech may cancel this Agreement for any reason with or without cause upon 30 days advance written notice to me, the procedure for such termination to be in accordance with the provisions set out in the STEMTech Policies and Procedures.

10. The Agreement may be terminated by me without penalty and with or without cause or reason at any time upon not less than fourteen (14) days written notice.

11. Except where the obligation on me is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Distributor Agreement, I understand that I shall be released from all future contractual liabilities towards StemTech on termination of the Agreement at any time.

12. I understand that I have the right within a period of fourteen (14) days, of entering into the Agreement to cancel the Agreement without penalty by written notice of termination and (i) to receive a refund of all monies paid by me in connection with joining the STEMTech programme, (ii) to return any STEMTech Products (including training and promotional materials, business manuals and kits) purchased within that period and which remain unsold provided that such unsold STEMTech Products 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 STEMTech to refund an amount equal to one hundred per cent (100%) of any monies paid in respect of such STEMTech Products.

13.(a) Where I terminate the Agreement more than fourteen (14) days after entering into it, I shall have the right to return to STEMTech any STEMTech Products I have purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from STEMTech the price (inclusive of VAT) which I paid for the STEMTech Products, less

(i) in the case of any STEMTech Products, the condition of which has deteriorated due to an act or default on my part, an amount equal to the diminution in their value resulting from such deterioration; and

(ii) a reasonable handling charge of ten per cent (10%) of the price.

(b) Where STEMTech has terminated the Distributor Agreement, I shall have the right to return to STEMTech any STEMTech Products I have purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from STEMTech the price (inclusive of VAT) which I had paid for the STEMTech Products together with any costs incurred by me for returning the STEMTech Products to STEMTech; any such refund shall be on terms whereby any STEMTech Products not already held by STEMTech will be delivered within twenty-one (21) days of such termination at STEMTech’s expense to the address set out in the Distributor Application Form or as notified by STEMTech to me from time to time.

(c) Any such refund shall be on terms whereby the purchase price is payable upon delivery of the STEMTech Products or if the STEMTech Products are already held by STEMTech forthwith.

14. STEMTech shall be entitled to request proof of ownership, e.g. sale receipts for the STEMTech Products that the Distributor requires STEMTech to buy back in accordance with the Agreement.

15. I understand and agree that bonuses or commissions paid to me on STEMTech Products returned by or refunded to Distributors in my organisation, within the preceding one hundred and twenty (120) days shall be repayable by me and may be deducted from my account with STEMTech at any time where a Distributor in my organisation terminates his/her Agreement or it is terminated by STEMTech.

16. I agree that payments of refunds will be made in the same form as the original payment and in accordance with STEMTech termination procedure in force from time to time.

17. I may not assign any rights or delegate any of my duties under the Agreement without the prior written consent of STEMTech. Any attempt to transfer or assign the Agreement without the express written consent of STEMTech renders the Agreement voidable at the option of STEMTech and may result in termination of the Agreement.

18. I understand that if I fail to comply with the terms of the Agreement, or if I engage in any conduct which is deceptive, fraudulent, unethical, or that may, in STEMTech’s sole discretion, damage STEMTech’s reputation, STEMTech may, at its discretion, impose upon me enforcement action as set forth in the STEMTech Policies and Procedures.

19. STEMTech, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “Affiliates”), shall not be liable for, and I release STEMTech and its Affiliates from, all claims for loss, damages, costs including legal fees or court costs or fines arising from the Agreement. I further agree to release STEMTech and its Affiliates from all liability arising from or relating to the promotion or operation of my STEMTech business and any activities related to it (including but not limited to, the presentation of STEMTech Products or the STEMTech Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify STEMTech for any loss, liability, damages, costs including legal costs or court costs, fines, penalties, or other awards arising from any unauthorised conduct that I undertake in operating my business.

20. The Agreement, in its current form and as amended from time to time by STEMTech at its discretion, constitutes the entire contract between STEMTech and myself. Any additional promises, representations, warranties, offers, or other communications of any kind not expressly set forth in the Agreement are of no force or effect.

21. Any waiver by STEMTech of any breach of the Agreement must be in writing and signed by an authorised officer of STEMTech. No failure to exercise and no delay in exercising on the part of STEMTech, any right under the Agreement shall operate as a waiver thereof. Waiver by STEMTech of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.

22. If any provision of the Agreement is held to be illegal, invalid or unenforceable in whole or in part, such provision shall be reformed only to the extent necessary to make it enforceable or to that extent shall be deemed not to form part of the Agreement and the balance of the Agreement will remain in full force and effect.

23. Any notice or other written communication given under or in connection with the Agreement may be delivered personally or sent by first class post to STEMTech at the address shown on the Distributor Application Form or such other address notified from time to time by such party to the other.

24. The Agreement (Rights of Third Parties) Act 1999 are hereby excluded and shall not apply to this Agreement.

25. The terms and provisions of the Agreement and any dispute arising thereunder shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

26. I authorise STEMTech to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

27. A faxed copy of the Agreement shall be treated as an original in all respects.