RESELLER AGREEMENT APPLICATION

Applicant must be over 18 years of age. No more than TWO names per agreement.
Please print clearly and complete all sections of the application.
See full terms and conditions overleaf.

Application Date:

Applicant Details: (your name, not business name)

Title:

First Name

Last Name

Billing Address:

Address

Address

Town

County

Postcode Country:

Contact Details:

Phone (Work)

Phone (Home)

Mobile

Email

Web: www.

Joint Applicant: (If applicable)

Title

First Name

Last Name

Business Details: (If applicable)

Company Name

VAT No.

Company Reg. No.

Alternative Delivery Address*: (If different from billing address)

(Must be in the UK, Republic of Ireland or Channel Isles)

Address

Address

Town

County

Postcode Country:

Referral Information:

If you were referred by an authorised NSP(UK) Reseller, please give their name below.

Referrers Name:

Account no. (if applicable):

Or choose one of the following options:

The Company may choose a Referrer for me ☐

I do not want to be appointed to a Referrer ☐

Applicant Bank Details: Reseller Earnings will be paid into this account

Account Name

Account No

Sort Code

RoI Swift Republic of Ireland Resellers Only

1. NSP(UK) e-commerce WEBSHOP *: £9.95 (€12) per month.

I am interested in an NSP(UK) Webshop, please send me information: ☐

2. RESELLER PLUS: 12 months free/reduced rate shipping - £100 (*€125*)

- **UK Orders:** 12 months free shipping on orders over £25 (normally £300)
Orders less than £25 pay only £2.99 shipping to UK only. (*usual price £10*)
- **RoI Orders:** 12 months free shipping on orders over €200 (normally €300)
Orders less than €200 pay only €7.50 shipping. (*usual price €15.00)*

I would like to subscribe to a Reseller Plus: ☐

Payment Details: Credit Card ☐ Debit Card ☐ Bank Transfer ☐

Card Type: VISA ☐ MasterCard ☐ American Express ☐

Card No:

Name on Card: Expiry Date:

Please note: When paying by credit or debit card a member of NSP (UK) Customer Services will call you to obtain your card security number.

Office use only

When paying by Bank Transfers:
Barclays Bank PLC,
Account Name: NSP(UK)
Sort Code: 20-85-46
Swift/BIC: BARCGB22

GBP (£): Acc. Number: 33208893
IBAN: GB63 BARC 2085 4633 2088 93

Euro (€): Acc. Number: 55244700
IBAN: GB40 BARC 2085 4655 2447 00

Annual Renewal:

The Company will automatically renew this agreement every 12 months on condition that an order is placed on the account at least once every six months from the date of this agreement. Accounts that show no activity within six months of the activation date of this agreement may be closed without notice.

Data Protection Act 1998:

I consent to my personal data being processed by the Company, and third parties on behalf of the company, as set out in the Terms and Conditions Overleaf.

Signature is Mandatory

Signature of Applicant

The Agreement:

I hereby understand and accept all of the terms of the NSP(UK) Reseller Agreement and confirm that I am 18 years of age or older, and that the details given in this application are correct. I understand that by signing this application I am agreeing to relinquish all rights to any previous agreement with NSP(UK) or Nature's Sunshine Inc. I hereby apply to become an Independent Reseller of NSP(UK).

If you sign this agreement, you have 14 days in which to cancel.

Signatures: **Applicant** **Joint Applicant if applicable**

Date

Andrew Ewan, Managing Director
Accepted for and on behalf of ZU Direct Ltd., t/a NSP(UK)

OFFICE USE ONLY

Date Received: Account No:

Processed by:

***Terms and conditions apply:** WebShop supplied by third party provider. Subscription to a WebShop does not guarantee sales or income. As an Authorised Reseller you must provide an active email address to receive account confirmation and updates. If you unsubscribe from NSP(UK) emails you will not receive renewal reminders and other essential information. The Company will automatically renew this agreement every 12 months unless the Reseller instructs the company not to do so, in writing at least 10 days before renewal date, or cancels their account, or the agreement is terminated by the company. The Company will automatically renew the Reseller Plus Option unless instructed not to do so, in writing, at least 10 days before renewal date*. Delivery address must be in UK, Republic of Ireland or Channel Isles.

NSP(UK) RESELLER AGREEMENT

This is an application to become an Authorised Reseller of ZU Direct, t/a NSP(UK) (the Company), trading from Unit 5, Hortonwood 32, Telford, TF1 7YL, Shropshire, UK.
The Company is an authorised importer of Nature's Sunshine Products Inc's., products in the UK, Republic of Ireland, and Channel Isles.
The goods that are sold under this agreement are nutritional food products, and other related products supplied by the Company.

By submitting this Reseller Agreement, the applicant confirms that he/she has received a copy of this Agreement, Policies & Procedures, and the Reseller Earning Plan (REP), (which together constitute the entire agreement between the parties) and has read, understands and accepts all of the Terms and Conditions contained within such documents.

TERMS AND CONDITIONS

Definitions:
"Agreement" means this agreement and any annexes to this agreement.
"Products" means all Nature's Sunshine products available in the NSP(UK) range.
"Territory" means the UK, Republic of Ireland and Channel Islands.
"The Company" means ZU Direct t/a NSP(UK).

1. The applicant must be 18 years of age or over.

2. This Agreement, if accepted, is effective from the date of signing, and upon acceptance of this agreement NSP(UK) will grant to the Reseller a non-exclusive right to market the Products in the Territory. The Company reserves the right to refuse any application, or reapplication for a Reseller Account.

3. The Authorised Reseller may sell and promote the Company's goods strictly in the authorised Territory, in accordance with the terms and conditions as set out in this Agreement, Policies & Procedures and Reseller Earning Plan.

4. An initial investment fee may be required to become a Reseller.

5. The Reseller is an independent contractor responsible for his/her own business, and is not an employee, partner, agent or joint venturer of or with the Company. The Reseller may not create or incur any liability and/or obligation of any kind in the name of the Company. The Reseller recognises its position as an organisation independent of the Company and agrees as such that it shall not act in any way or manner as an authorised representative and/or agent of the Company nor shall it make any misleading statement or similar that may cause traders and/or customers to believe that the Reseller is a legal representative and/or agent of the Company.

6. The Company maintains the right to modify these Terms and Conditions, its Policies & Procedures, Reseller Earning Plan, Product Prices and other literature at its discretion, without notice, and the Reseller shall be bound by such changes.

7. Notification of such changes, if given, may be made via company literature, mail, email, Company website, telephone or text message.

8. When attending any Company meeting, convention, training or event, the Reseller may not promote or sell to existing or prospective Resellers, any products, services or business opportunities not directly associated with the Company.

9. The Reseller agrees to conduct themselves in an ethical, polite and professional manner, and not bring the company, or any Company Authorised Resellers, into disrepute.

Annual Agreement Renewal

10. This Reseller Agreement expires annually on the anniversary of your application. The Company will automatically renew your agreement as long as an order has been placed on the account at least once every six months, and the Reseller has operated within the bounds of the Policies and Procedures. The Company reserve the right, not to renew a Reseller agreement, at their own discretion. If a Renewal Fee is required, this must be submitted to the Company prior to the Renewal date.

11. Failure to renew by the Agreement expiry date will end the Agreement and will result in a loss of Reseller Benefits including, but not limited to all rights and privileges, discounts, Reseller earnings, Referred Resellers and Direct Customers.

12. At each annual Renewal the Reseller shall agree to the then current Terms and Conditions, Policies & Procedures and Reseller Earning Plan.

Cancellation & Account Closure within 14 days

13. 1 Within 14 days of signing this Agreement the Reseller may cancel this Agreement by giving written notice (by mail or email) of cancellation to the Company at its address, or email address as given overleaf, (or such alternative address as the company may specify) and;

13.1.1 recover from the Company any money which the Reseller has paid to or for the benefit of the Company or another Reseller, or third party supplier, in connection with the Reseller's participation in this Agreement; and;

13.1.2 return to the Company's address (at the Reseller's own cost) any goods which the Reseller has purchased under the agreement within such 14 day period, and which remains unsold and recover any monies paid in respect of such goods, provided that such goods remain in the condition in which they were in at the time of purchase and;

13.1.3 cancel any services that have been ordered under the Agreement and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to the Reseller.

13.2 The Company shall repay such monies within a reasonable period of time after the date of receipt of the notice of cancellation or receipt of the goods (as the case may be) and shall not make a handling charge.

Termination

14. The Company reserves the right to terminate this Agreement at any time, at its own discretion, by giving written notice to the Reseller.

15. If this agreement is terminated for any reason, the Reseller will have the right to be released from all future contractual liabilities toward the Company in relation to this Agreement except:

a) liabilities relating to payments made to the Reseller under contracts which the Reseller has made as an agent for the Company (if any); and
b) any liability to pay the price of goods or services already supplied to the Reseller by the Company where the Reseller has not returned such goods to the Company in accordance with clauses 13.1.1, 13.1.2, 13.1.3,
c) the provisions of the Policies & Procedures, which relate to competition with the business of the Company after termination of this Agreement and which shall remain in force after the date of termination; and
d) any liability to refund monies under clause 16.

16. On termination of this agreement, for whatever reason, the Reseller shall be entitled to retain any monies paid to the Reseller in accordance with this Agreement unless:

a) the monies were paid in respect of goods returned to the Company.
b) the Company has refunded any monies due to the Reseller in accordance with clauses 13.1.1, 13.1.2, 13.1.3, and 16; and
c) repayment of monies is claimed within 120 days of the date of having been made, in which case the Reseller shall repay such monies to the Company forthwith on demand, or the Company may offset the amount of such monies against amounts due from it to the Reseller.

17. Any notice given under this termination clause, may be given by post to the address of the parties set out overleaf or to such other address as shall have been notified from time to time in writing by one party or another, or by email to the email address provided by the Reseller, shall result in the period of notice commencing to run from the day when such notice is posted.

Returns Policy

18. The Company sells products to Authorised Resellers on a business to business basis, and as such, products are non-returnable. This does not affect your statutory rights.

Data Protection Act 1998 The Company is registered as a 'data controller' with the Information Commissioner in the UK under registration number ZA041651
1. You agree that we may retain and process any personal information you provide to us, (whether on the Retailer Agreement itself or in other communications) including without limitation, information relating to your name, contact details and financial information: (a) in connection with processing your Retailer Agreement and any subsequent appointment as an authorised Retailer for the Company (including but not limited to (i) information/product requests; (ii) new business opportunities and/or products; (iii) management reporting; (iv) managing relationships with other distributors); (b) for accounting purposes, internal administration and analysis; (c) for the prevention of fraud; and (d) for any purpose required by law or regulation (the "Purposes") **2**. You agree we may contact you by post, email, telephone, mobile phone and text message. **3.** You agree that information may be passed to the Company (and any third parties appointed by the Company) both in the USA and other countries outside the EEA, which may not provide the same level of protection for your personal information. **4.** In the future if the Company sells its business or assets, you agree it may disclose, sell, assign or licence any information (including personally identifiable information) to third parties as a result of or in preparation for the sale, merger, consolidation, change in control, transfer of substantial assets, reorganisation or liquidation of the Company. We are committed to protecting your personal information and we do not share, sell, rent or distribute personal data to or with third parties with the exception of the transfer of such information to third parties appointed by us in connection with the performance of the Purposes and we will not disclose personal information to third parties for their own marketing purposes unless you have consented to this.