



Terms & Conditions of IBO Agreement

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A. As an IBO, I understand and agree:

- 1.1 I will promote and sell NeXarise products and/or services and services to customers as an introducing agent on behalf of NeXarise and its suppliers. In this agreement, NeXarise products and/or services shall mean both the current range of utility products and/or services and such further products and/or services which may be supplied by the NeXarise group of companies in addition to, or in substitution for, those products and/or services from time to time.
- 1.2 I will present NeXarise products and/or services in a truthful, sincere and honest manner, and I will conduct myself in a manner that reflects the highest standards of integrity and responsibility in keeping with the reputation of NeXarise. In any information I provide about earnings, I will ensure the following wording is used:

“It is illegal for a promoter or participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting other people to join a trading scheme. Do not be misled by claims that high earnings can be easily achieved”.
- 1.3 I will not accept orders for purchases which I know to be for unreasonable volumes, for example if the purchaser had no need of the goods, either for his own use or for re-sale within a reasonable period.
- 1.4 I will make personal or telephone contact with consumers only in a reasonable manner, and I will inform the consumer that the purpose of the visit is to solicit or confirm an order for products and/or services.
- 1.5 I will demonstrate or sell only NeXarise products and/or services. I will not demonstrate or sell any other products and/or services, including any products and/or services made personally by me, as part of my business, at any NeXarise-sponsored event or meeting.
- 1.6 I will make only such verbal or written product claims with respect to product efficacy as are authorized by NeXarise or the respective supplier.
- 1.7 When making an appointment to visit a consumer, I will:
 - 1.7.1 inform the consumer as to the purpose of the visit;
 - 1.7.2 if the visit is likely to last more than 15 minutes, inform the consumer as to the likely length of the visit;
 - 1.7.3 where products and/or services are intended particularly for the elderly or infirm, check for any vulnerability (lack of understanding etc) that the consumer might have. In such cases, I will use an effective screening system able to identify vulnerable consumers and take all reasonable steps to ensure that the vulnerability is not exploited, even unintentionally.
2. I will protect NeXarise’s trademarks and trade name by (1) not reproducing NeXarise’s name and/or trademarks or copy any of NeXarise’s materials for use in any advertising without the prior written approval of NeXarise, and (2) respecting NeXarise’s list of

recommended prices. I will comply with the rules established by NeXarise as regards the permissible and prohibited routes to market as set out in the NeXarise Policies & Procedures from time to time.

3. I am an independent contractor; I am not an employee, agent, partner or franchisee of NeXarise. I cannot act on behalf of, represent, or conclude any contracts on behalf of NeXarise, save for the collection and transmission of orders for NeXarise products and/or services; I do not have any authority to incur any debt, obligation or liability on behalf of NeXarise.
4. As an independent contractor, I am responsible for paying all national insurance contributions, income taxes, VAT and making all relevant filings and returns required by law; I am not covered by any employment protection legislation and I will not be treated as an employee with respect to this agreement for any tax or legal purposes, or otherwise. I agree to abide by all laws relating to my business. I will be responsible for my conduct in relation to my business with NeXarise and will indemnify NeXarise as regards any claims against NeXarise and/or myself arising out of my conduct. I will maintain adequate insurance against all relevant risks including public liability. I confirm that I have the right to work in the UK and will produce, upon request, documentation to confirm my right to work in the UK. I hereby indemnify NeXarise in respect of all and any claims, expenses, costs or liabilities against it arising from or in connection with my right to work in the UK.
5. I will present NeXarise's business opportunity in a truthful manner. I will not make any misleading earnings claims. I will accept recruiting responsibilities by ensuring that any prospective recruit is 18 years of age or older.
6. I will submit product orders to NeXarise in the manner prescribed by NeXarise accompanied by full payment by my personal cheque or other payment method deemed acceptable by NeXarise. I understand that all orders are subject to acceptance by NeXarise or its supplier.
7. I understand that information and materials provided to me contain confidential and proprietary information of NeXarise. I will not use, disclose or reproduce these materials other than for my business without the prior express written consent of NeXarise.
8. I have no financial obligation during the period of 12 months from the start of this agreement other than to pay the Enrolment fee, the monthly business support fee and to pay for any goods ordered by me.
9. I understand that a variety of financial rewards ("commissions") will be paid in accordance with NeXarise's Compensation Plan and that I must comply with and not be in breach of any of the terms of the Agreement in order to be eligible for payment. I understand that NeXarise may suspend or revoke payment of commissions paid less than 120 days previously if I am in breach and I authorize NeXarise to deduct any amounts owed by me to NeXarise which are due at the time of the deduction, from commissions or other amounts due to me. NeXarise may recover from me commissions paid in respect of returned products and/or services or cancelled services.
10. I agree that personal information provided to NeXarise may be retained and processed by NeXarise manually and/or on a computer database, disclosed and transferred to NeXarise and its affiliates and to other persons situated within or outside the European

Economic Area for use by NeXarise for business purposes. Personal information includes, but is not limited to, my name and address, sensitive personal data and other information relating to me and information may be disclosed to third parties for NeXarise's business purposes unless I notify NeXarise that I do not want such information released. I also agree that such information pertaining to customers belongs to NeXarise and that NeXarise reserves the right to assure continued service to customers if I cease to be an active IBO. I will take appropriate steps to protect the security of personal data in my possession.

11. In the supply of promotional or training literature (sales aids) in hard copy or electronic form I will:
 - 11.1 utilise only materials that are approved by NeXarise or comply with the same standards to which NeXarise adheres;
 - 11.2 not make the purchase of such sales aids a requirement for downline direct sellers;
 - 11.3 provide such literature (and any other sales aids) at no more than a reasonable and fair price, equivalent to the price of similar material available generally in the marketplace;
 - 11.4 offer a written return policy that is the same as the return policy of NeXarise;
 - 11.5 not require any other direct seller to purchase any sales aids or other materials that are inconsistent with NeXarise's policies and procedures;
 - 11.6 ensure that sales aids and other materials are not misleading or deceptive and are sold only in compliance with the provisions of the DSA Code; and
 - 11.7 not permit the sale of sales aids to be a profit centre for any direct sellers.
12. I cannot assign, transfer or subcontract this agreement or my appointment as an IBO to any person or entity other than to a UK-registered limited liability company which I control, save with the consent in writing of NeXarise, and will continue to control during the currency of this Agreement. I will remain responsible to NeXarise for the proper performance of the obligations of the IBO notwithstanding any such assignment, transfer or subcontract. As an independent contractor, I am entitled to arrange for such assistance in the conduct of my business as I deem appropriate. I may transfer the benefit and burden of my appointment as an IBO under my Will, subject to the terms and conditions in the NeXarise Policies & Procedures.
13. I may cancel this Agreement without penalty within fourteen (14) days of entering into it and if I do so I am entitled to recover all monies paid to NeXarise or to any other IBO in that time. Cancellation may be effected by sending a written notice to NeXarise at The Mille, 1000 Great West Road, Brentford, London TW8 9DW or via email to nex.support@nexarise.com. Such notice must contain my full name, IBO Business ID and address.
14. I will not (in the first seven days of my appointment as an IBO) pay or agree to pay to NeXarise European Services Ltd or any other IBO a sum in excess of £200, whether in respect of products and/or services ordered or anything else. I consent to NeXarise retaining the details of the credit or debit card I use when enrolling in order to process

subsequent payments due from me, until such time as I give notice to NeXarise of my withdrawal of such consent.

B. NeXarise understands and agrees:

15. IBO will earn income based on sales of NeXarise products and/or services. NeXarise will calculate and pay commissions in accordance with the then current NeXarise-published commission schedules. NeXarise may change commissions, incentive programme rules and active sales requirements at any time and will give at least 60 days' advance written notice of any change in the IBO's financial obligation.
16. NeXarise will not impose on IBO any geographical territories or limits relating to sales and recruiting of IBOs in the United Kingdom.
17. The IBO has no financial obligation during the term of this agreement other than to pay the Enrolment fee, the periodical maintenance (business support fee) and renewal fees or for the products and/or services ordered.
18. The IBO may, at any time during the subsistence of this agreement return (at the IBO's expense) any original, unused, and commercially re-saleable goods purchased from NeXarise and NeXarise will give IBO a refund amounting to 90% of the VAT inclusive price of such goods less an amount equal to:
 - 18.1 any commissions, bonuses or other benefits (in cash or in kind) received by the IBO in respect of those products and/or services,
 - 18.2 any amounts due from the IBO to NeXarise on any account,
 - 18.3 a reasonable handling charge, and
 - 18.4 any diminution in the value of the goods returned to NeXarise in a deteriorated or non-merchantable condition.

NeXarise shall be under no such obligation if and to the extent that the products and/or services : (a) were acquired in breach of this agreement, (b) are not returned to NeXarise in an unused, commercially resalable condition not more than 14 days after termination, or (c) if the IBO had been informed that the products and/or services were seasonal, discontinued or special promotion products and/or services which were not to be subject to this right of buy-back.

C. General

1. This agreement is effective for 12 months from the Effective Date. It may be automatically renewed for additional terms of one year.
2. An IBO may terminate this agreement at any time by giving written notice to NeXarise. NeXarise may terminate this agreement for breach immediately or for any reason upon 30 days written notice.
3. No IBO or former IBO may sell products and/or services which are competitive with the products and/or services of NeXarise either while this agreement is in effect or for a period of 60 days following its termination.

4. No IBO or former IBO may directly or indirectly solicit or attempt to solicit customers of NeXarise as introduced under the scheme for a period of 60 days following the termination of this agreement.
5. If any provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
6. If IBO terminates this agreement within its first 14 days, IBO may cancel any outstanding orders with NeXarise without charge and receive a full refund of anything paid for, yet not received, in connection with this agreement. If IBO returns to NeXarise, at the address identified below, any tangible goods IBO purchased in that period, NeXarise will give a full refund for them provided the goods are returned in the condition in which they were supplied.
7. If IBO terminates this agreement more than 14 days after entering into it or if NeXarise terminates this agreement, IBO shall have no further contractual obligation to NeXarise save under the provisions which expressly or by implication endure beyond that point and may cancel any outstanding personal orders and immediately receive a full refund of any prepayment for orders not received.
8. If IBO terminates this agreement more than 14 days after entering into it, or if NeXarise terminates this agreement IBO may:
 - 8.1 return (at NeXarise's expense) within 21 days of termination any goods purchased by the IBO from NeXarise within 90 days prior to such termination and NeXarise will give IBO a full refund of the VAT inclusive price of such goods less 10% handling charge (which will not be levied if NeXarise terminates this agreement), and any diminution in the value of the goods returned to NeXarise in a deteriorated or non-merchantable condition where such condition arises due to an act or default on the part of the IBO and provided that such products and/or services were not purchased or acquired in breach of this agreement; and
 - 8.2 return (at NeXarise's expense) any original, unused, and commercially re-saleable goods purchased from NeXarise more than 90 days but less than one year prior to such termination and NeXarise will give IBO a full refund of the VAT inclusive price of such goods less an amount equal to (i) any commissions, bonuses or other benefits (in cash or in kind) received by the IBO in respect of those products and/or services, (ii) any amounts due from the IBO to NeXarise on any account, (iii) a reasonable handling charge, (iv) any diminution in the value of the goods returned to NeXarise in a deteriorated or non-merchantable condition where such condition arises due to an act or default on the part of the IBO. NeXarise shall be under no such obligation if and to the extent that the products and/or services : (a) were acquired in breach of this agreement, (b) are not returned to NeXarise in an unused, commercially resalable condition not more than 14 days after termination, or (c) if the IBO had been informed that the products and/or services were seasonal, discontinued or special promotion products and/or services which were not to be subject to buy-back.
 - 8.3 Claim a full refund of any fees paid as required in the 30 days before termination in relation to (i) Enrolment, (ii) renewal, or (iii) additional services (e.g. back-office and other maintenance fees).

9. These terms and conditions, NeXarise's Policies & Procedures and Compensation Plan, all as may be modified from time to time in writing issued by an authorised NeXarise official (and in no other way) together constitute the entire agreement between the parties concerning its subject matter. Neither party shall have any claim against the other (save for fraud or misrepresentation) except as may arise from breach of the express terms of this agreement. It cannot be altered, modified or changed through any suggestions, advice, guides or sales aids provided by NeXarise.
10. This agreement shall be governed by English law.

NeXarise's Return Address: The Mille, 1000 Great West Road, Brentford, London TW8 9DW.