

# **Amare Application Agreement Terms and Conditions – Europe**

## Amare Application Agreement Terms and Conditions

By executing this Amare Independent Brand Partner Agreement Terms and Conditions, you apply for legal authorization to become an Amare Global Independent Brand Partner and enter into contract with Amare Global Europe AB ("Amare Global", "Amare", or the "Company").

Brand Partner meaning should be interpreted as described in the Amare Policies and Procedures.

Amare Global or Amare are the trading names of Amare Global Europe AB (Landskronavägen 27 A, 252 32 Helsingborg - Sweden; +36 (1)7009904; cs.ee@amare.com and www.amare.com). Amare Global is a company that operates in the Direct Selling sector of food supplements (or any other products that the Company might introduce), as well as activities promoting the sale of products marketed by the Company through its Independent Brand Partners, and the collection of purchase orders from final Customers.

### 1. Entire Agreement

The Brand Partner agrees to comply with the Amare Policies and Procedures, and the Amare Compensation Plan, both of which are incorporated into and made part of this Agreement. The Brand partner agrees to be in good standing, and not in violation of any of the terms of this Agreement in order to be eligible to receive any bonuses or commissions from Amare. The Brand Partner understands that this Agreement Terms and Conditions, the Amare Policies and Procedures, or the Amare Compensation Plan comprise the entire Agreement between the parties, and that it may be amended from time to time, and that shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Amare Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

### 2. Legal Capacity

The Brand Partner represents and warrants to have the legal capacity and authority to enter into and perform its obligations under this Agreement. This includes being of legal age and having the necessary power, authority, and rights to engage in the transactions contemplated hereunder. The Brand Partner affirm that he is not under any legal disability or restriction which limits his/her ability to enter into this Agreement, perform his/her obligations hereunder, and grant the rights and licenses set forth herein. In promoting and selling the Company's products to third parties the Brand Partner will act as principal, selling them solely on the Brand Partner's account. The Brand Partner will not enter into any contract as agent for the Company without the Company's express prior written consent.

### 3. Acceptance and term of the Agreement

This Agreement shall be deemed accepted upon the submission of the completion and signature of the Brand Partner Application Agreement to Amare Global. The term of this Agreement shall commence on the date of the issuing of the identification number and shall continue in full force and effect unless earlier terminated by the parties. Amare Global reserves the right to accept or reject any application for any reason.

### 4. Statement of Financial Obligations

The signing of this Agreement does not entail any economic burden for the Brand Partner, except for the payment on your part, at the same time as the signing, of the Business Licence, a lump sum reimbursement of €33,93 (VAT included) for the administrative costs of managing the application as Brand Partner and access to online services available to the Brand Partner through our website and the Brand Partner's replicated website, as per the specific price list posted on www.amare.com, and to pay for such products as the Brand Partner shall choose to purchase from the Company.

### 5. Subject matter

This Agreement establishes the terms and conditions under which the Brand Partner is authorized to market and sell Amare's products and services. The Brand Partner's primary responsibilities include the promotion and sale of the Company's products directly to consumers, the sponsoring and training of new willing potential Brand Partners, and adherence to the Company's branding and marketing guidelines.

## 6. Amendment

The Company reserves the right to modify the Amare Global Compensation Plan, Independent Brand Partner Application Agreement, these Terms and Conditions, its official literature and product pricing at any time and for any reason in its sole and absolute discretion, either by direct communication to the Brand Partner or by announcements in official Company publications. However, the Company is obligated to provide a minimum of 60 days written notice before making any changes to the annual Financial Obligation of the independent Brand Partner. After such notification, the placing by the Brand Partner of an order for products or the sponsoring of a new Brand Partner, will constitute acceptance of notified changes to the entire Agreement.

## 7. Independent Contractor Status

Brand Partners are Independent contractors. The Agreement between Amare and its Brand Partners does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Brand Partner, nor does the relationship involve the purchase of a franchise or the purchase of a business opportunity. The Brand Partner has no authority (expressed or implied), to bind the company to any obligation. Each Brand Partner shall establish his or her own goals, hours, and methods of sale, and other means of operating the Brand Partner's independent business, except as may be limited by the Brand Partner's contractual obligations and applicable laws. It is prohibited for a Brand Partner to obtain any debt, expense, obligation, or create a checking account on behalf of, for, or in the Amare Global name.

## 8. Taxes

The Brand Partner is responsible for paying all taxes or duties on any income generated as an Independent Business Partner and agrees to maintain accurate and complete records necessary for the proper assessment and payment of any applicable taxes or duties. The Brand Partner acknowledges that Amare Global cannot provide any professional tax or accounting advice of any kind.

## 9. Sell, Assign or Delegate of the Brand Partner account

The Brand Partner may not sell, transfer, or assign his or her rights or delegate his or her position as a Brand Partner without prior written approval by Amare Global, which approval will not be unreasonably withheld. Any attempted sale, transfer, assignment, or delegation without such approval may be voided at the discretion of Amare Global and may result in termination of the Brand Partner's position.

## 10. Commission payments

A Brand Partner must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Brand Partner complies with the terms of the Agreement, Amare shall pay commissions to such Brand Partner in accordance with the Global Amare Compensation plan. The Brand Partner recognizes that commissions are exclusively tied to sales. There are no commissions, payments, or benefits for sponsoring other Brand Partners, nor does ongoing participation of others in the sales network guarantee any form of income. The Compensation Plan does not assure earnings just by participation. The Brand Partner confirms that neither the Company nor any upline have promised or suggested that earnings are easily achieved. It is not permitted for a Brand Partner to persuade anyone to make a payment by promising benefits from getting others to join the Company. Success in this role is attributed to generating retail sales, providing services, and building an independent network.

## 11. Confidential information

The Brand Partner agrees that information held by the Company relating to its genealogies is and shall at all times remain the intellectual property of the Company. The Brand Partner will at all times treat such information as confidential and will use such information only to extent necessary to carry out the Brand Partner's role under this Agreement and only so long as the Brand Partner remains active as a Brand Partner under this Agreement. Upon termination of this Agreement, the Brand Partner will destroy any copies of it as are in his/her possession at the time of termination. Genealogies are the lines of sponsorship of the Company's Brand Partners, including data relating to those Brand Partners, whether or not they are in the Brand Partner's upline or downline. The obligations in this paragraph shall survive the termination of this Agreement.

## 12. Advertising in general

Brand Partners are strongly encouraged to use the sales aids and support materials produced by the Company. However, if Brand Partners wish to, they may develop and produce their own sales aids and promotional materials provided that all such sales aids and promotional materials are in strict compliance with the requirements included in the Policies and Procedures. No false or misleading income claims, lifestyle income claims, opportunity claims, or compensation plan claims may be included in the materials. No claims may be made for Amare Global products except those that are made by the Company in its official materials for that specific targeted market. Brand Partners must avoid all deceptive, misleading, aggressive, unfair, unethical, immoral, discourteous or inappropriate conduct or practices. Brand Partners shall not target vulnerable consumers.

## 13. Waiver of Right of Publicity

The Brand Partner gives the Company permission to utilize their name, photo, personal narrative, and/or image in promotional or advertising materials related to the Company's operations, foregoing any right to compensation for such usage. Should a Brand Partner prefer to opt-out of being featured in Amare Global's sales and marketing content, they are required to submit a formal request to the Amare Global Compliance Department.

## 14. Use of Company names and Trademarks

Brand Partners acknowledge that all official literature and promotional materials supplied or created by Amare Global must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Amare Global Compliance Department. Use of the Amare Global name on any item not produced or authorized by Amare Global is prohibited except expressly authorized in writing by the Company.

## 15. Excess Inventory Purchases Prohibited

Each Brand Partner commits to personally use, sell, or use in business building at least 70% of every order placed with the Company prior to placing another order.

## 16. Goods Supply

Throughout the duration of this Agreement, the Company will make every effort to fulfill all orders for goods and services placed by the Brand Partner. Should the Company be unable to deliver the requested goods and services, the Brand Partner will have the right to a prompt refund of any payments made for them. If goods received by a Brand Partner are found to be faulty, they can be returned in exchange for either the same or similar items. In situations where the exact goods are unavailable, the Company reserves the right to provide a replacement of equal value and closely matching the original product, only upon acceptance by the Brand Partner.

## 17. Providing and Maintaining Retail Order Forms/Records

Brand Partner must provide a completed Retail Order Form to all retail customers when a sale is completed. The Brand Partners have to keep a record such copies for a period of two (2) years.

## 18. Cancellation

The Brand Partner has the right, within 14 days of making it, to cancel this agreement (and to recover monies paid) by giving written notice to the Company at one of the addresses provided on the top of this document. Upon cancellation the Brand Partner will be entitled to a complete refund in respect of goods purchased by the Brand Partner from the Company provided that those goods remain unsold by the Brand Partner, are in the same condition as supplied to the Brand Partner (except that their external wrappings may be broken) and are returned to the Company within 14 days of the making of the agreement.

## 19. Termination

The Company reserves the right, for any reason, to terminate this agreement immediately by giving the Brand Partner written notice within 14 days of the date of this agreement. At any time after 14 days from the making of this agreement, either party may terminate this agreement by giving to the other not less than 14 days written notice. Notice of termination shall be given to the other party at the latter's latest address, either that given on this agreement or such other address subsequently notified in writing to the terminating party. If the contract is terminated by the Company or, after the first 14 days, by the Brand Partner, the Brand Partner has the following rights: (a) the Brand Partner will incur no future contractual obligations under the agreement; (b) the Brand Partner

will have the right, within 14 days of the termination, to return to the Company at its latest address all products purchased by the Brand Partner from the Company within the 90 days prior to the termination and to recover from the Company the (VAT inclusive) price paid by you for them, less a reasonable handling charge and, in the case of goods which have deteriorated because of your own fault, less an amount to reflect their resulting diminution in value (these deductions will not be made where the Company terminates the contract); (c) where the Company terminates the agreement, the Company will refund your reasonable carriage costs in returning the products. In addition, after termination, you will have the right (in accordance with, and subject to, the terms set out in the Code of Business Practice of the Direct Selling Association) to return and claim a partial refund for products which you purchased more than 90 days and up to one year prior to termination and which remain unsold by the Brand Partner.

## **20. Commission Adjustments consequent returns of products for Cancellation, Buy Back or Customer Return Policies**

When a product is returned to Amare for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) may be deducted in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Brand Partners who received bonuses or commissions on the sales of the refunded products. In the event that any such Brand Partner terminates his or her Brand Partner Agreement, and the amounts of the bonuses or commissions attributable to the returned products have not yet been fully recovered by the company, the remainder of the outstanding balance may be set off against any amounts owed to the terminated Brand Partner. After termination of the Agreement, no commission or bonus will be reclaimable by the Company more than 120 days after it was paid.

## **21. Effect of Cancellation, Termination**

A Brand Partner whose Agreement is cancelled will lose all rights as a Brand Partner. This includes the right to sell Amare products, and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Brand Partner's former downline sales organization. To remove all doubt, in the event of cancellation or termination, the Brand Partner agrees to waive all rights he or she may have, including but not limited to property rights, trade secret rights, intellectual property rights, or otherwise, to their former downline organization, marketing data, financial data, or contact information related to that downline organization, or to any bonuses, commissions, or other remuneration that might otherwise have arisen from the sales or other activities of that downline organization, had the Brand Partner not been cancelled.

## **22. Non-competition**

The Brand Partner may participate at any time in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the Term of this Agreement and for one (1) year thereafter, an Amare Global Brand Partner may not recruit any Amare Global Brand Partner or Customer for any other direct sales or network marketing business, unless that Brand Partner or Customer was personally sponsored by such Brand Partner.

## **23. Privacy**

The Brand Partner agrees at all times to abide by the terms of the Company's Privacy Policy and acknowledges that the Company may use the Brand Partner's own personal data in accordance with that policy. The Brand Partner acknowledges that the Company will use personal data of the Brand Partner only for the purposes of its business of marketing, business creation and development management reporting and commission payable (the Company may record this data both manually and/or on a computer database and will be the data controller for this information). This may include the transmission of information to other members of the Company's group which are outside the European Union in countries which may not have the same level of data protection legislation as the EU. The Company will take all reasonable steps to keep such personal data secure and confidential. The Brand Partner agrees to the use of his personal data as just set out. The Brand Partner agrees to take all reasonable steps to protect personal data which he/she obtains as Brand Partner (including that of customers and other direct sellers) and to use such information only as necessary in the course of his business as a Brand Partner of the Company and to destroy all such information upon termination of this Agreement.

## **24. Severability**

If any provision of the Agreement, in its current form or as may be hereafter amended, is found by any court of competent jurisdiction to be invalid or unenforceable for any reason, only the invalid portion(s) of the offending provision shall be severed and the remaining terms and conditions shall remain in full force and effect and shall be unaffected thereby.

## **25. Governing Law and Jurisdiction**

The Agreement between the Brand Partner and the Company has been entered into in Helsingborg, Sweden, Europe, as this is the location where the Brand Partner submitted the application to enroll as a Amare Independent Brand Partner, and where the application was reviewed and approved by Amare. The Independent Brand Partner Agreement shall be governed exclusively by the laws of the State of Sweden, and the Brand Partner agrees to submit exclusively to the jurisdiction of the courts of the State of Sweden, with venue in Helsingborg, for resolution of any claims or related litigation to interpret or enforce the terms of the Independent Brand Partner Agreement.

## **26. Indemnification**

The Brand Partner agrees to indemnify Amare and Amare's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Amare as a result of the Brand Partner's unauthorized representations or actions, misrepresentation, negligence or failure to follow the Agreement. This provision shall survive the termination of the Brand Partner Agreement.