



# Stampin' Up!®

INDEPENDENT DEMONSTRATOR AGREEMENT  
STAMPIN' UP! UK LIMITED

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Stampin' Up! UK Limited, engaged in the sales of decorative rubber stamps, scrapbooking supplies, and related products, with offices located at Aston Court, Kingsmead Business Park, Frederick Place, High Wycombe, United Kingdom, HP11 1LA, (the 'Company') and Applicant ('I' or 'me'), who agree as follows:

1. **Qualification as Independent Demonstrator.** I apply for authorisation to serve as an Independent Demonstrator ("Demonstrator") of the Company and certify that I am over the age of 18. I understand that I may conduct my demonstratorship through a business entity as explained in the Stampin' Up! UK Demonstrator Manual, ('Demonstrator Manual') which is available online at [www.stampinup.co.uk](http://www.stampinup.co.uk). No person may operate more than one demonstratorship at one time except those who are managing a trust before the beneficiary(ies) come of age. The applicant must have a permanent address in the UK.
2. **Independent Status/Taxes.** I certify that I am an independent demonstrator with control over the scope, methods, and manner of my activities pursuant to this Agreement. I understand that I shall be treated as an independent distributor in every respect. I shall bear full responsibility for the payment of all applicable taxes, and will be responsible for the remittance of any statutory taxes and deductions, premiums, licence requirements, and fees attributable to my sales activities and earnings. I agree to indemnify the Company and keep the Company indemnified against any claim, action, damage, loss, liability, cost, expense, or payment suffered or incurred by the Company as a direct or indirect result of, or in connection with, any failure to pay all necessary taxes. In those jurisdictions where the Company is so licensed, I authorise the Company, on my behalf, to collect and remit to the applicable governmental agencies the proper taxes assessed as a result of my purchases and resale of products of the Company (the 'Products'). I understand that I have no right, power, or authority to incur any debt, obligations, or liability on behalf of the Company, to employ or engage others on behalf of the Company, or to bind the Company to any agreement of any kind whatsoever without the express written approval of the Company.
3. **Insurance Liability and Assumption of Risk.** I agree to keep in force all liability, business, and, if applicable, vehicle insurance under such coverage and in such amounts as required by law or as reasonable as prudent business practice. I understand that while travelling to or from Company-related meetings, events, workshops, or gatherings, I am doing so as a part of my own independent business and not in any manner as an employee, agent, or functionary of the Company, notwithstanding the fact that my attendance may be based in whole or in part by invitation from, or agreement with, the Company to attend. I assume all risk and responsibility for such travel.
4. **Starter Kit.** The Company shall provide me with an Independent Demonstrator Starter Kit for sales demonstrations, which will be composed of Company Products selected in whole, or in part, by the Company. The kit will be sold to me at a price that does not exceed the cost of the kit to the Company. I understand that the Demonstrator Starter Kit is personal to me and cannot be resold. Stampin' Up! UK Limited is the promoter of this trading scheme in the United Kingdom and supplies decorative rubber stamps, scrapbooking supplies and related products. Sales of these products are made by Stampin' Up!'s independent Demonstrators ('Demonstrators') who participate in the scheme as principals. The only financial obligation of the Demonstrator during the period of 12 months from the commencement date of the Agreement is to purchase the starter kit at a cost of £119. The Demonstrator has no further annual financial obligation and in particular has a free choice whether or not to purchase any goods or services under this trading scheme.
5. **Responsibilities as an Independent Demonstrator.** Subject to acceptance of this Agreement by the Company, I agree to purchase the Company's Products for resale to consumers on a direct-sales basis only and to perform the role of a Demonstrator according to the terms of this Agreement, the *Demonstrator Manual*, or their successor documents, the terms and conditions of which are incorporated herein by reference. As a Demonstrator, I understand that my recruits expect to be provided leadership training and direction as explained in the *Demonstrator Manual*. I will operate my business in full compliance with all applicable laws and regulations, which shall include the Direct Selling Association's Code of Business Conduct and Code of Practice and will, at my own expense, obtain any consents or licences required in connection with the conduct of such business. In my activities as a Demonstrator, I will exercise reasonable care and good judgement in the promotion of Stampin' Up!'s name and Products in a manner favourable to both me and the Company. I will be respectful and courteous towards fellow demonstrators, customers, and Company staff at all times. I will not engage in any activity that would damage the copyrights, trademarks, patents, trade secrets, or reputation of the Company. I understand that the product or product range of the Company may not be re-labelled or re-packaged for resale under any other name or in any other way. I will conduct my business and my dealings with my customers, my recruits and potential recruits, my fellow Demonstrators, and the Company in an ethical fashion and will abide by the spirit and intent of this Agreement, the *Demonstrator Manual*, and any amendments thereto. I will conform my activities to the Company's sales, recruiting, and incentives programmes as announced from time to time. I will not use misleading, deceptive, or unfair recruiting methods. I will also conduct all sales and activities in a fair and ethical manner, including but not limited to:
  - a) being subject to deadlines, quarterly minimum sales requirements, and cutoff periods;
  - b) submitting orders under my name only, if I have obtained such orders directly from customers;
  - c) orally notifying customers of their right of rescission at the time of the sale, as well as providing the right to cancel forms to the customer;
  - d) informing hostesses, customers, and potential new recruits of any current Company-sponsored specials, incentives, and/or rewards designed for their benefit so as to not deliberately overcharge or deny hostesses, customers, or potential new recruits of any special pricing or benefits to which they may be entitled;

- e) submitting customers' orders in a timely manner (in 11 days or fewer after receiving money from any customer);
- f) delivering customers' orders, if any are shipped to me, in a timely manner (no more than seven days after receiving the shipment); and
- g) providing customers with a properly completed sales receipt in the form approved by the Company.
6. **Territory.** I understand there are no geographical or territorial restrictions imposed upon me by the Company, other than restricting sales and recruiting to the United Kingdom. Except as allowed under Foreign Activity Memorandums as may be issued from time to time by the Company, I shall only sell and recruit within the UK. I understand that relocating outside of this territory may jeopardise my demonstratorship.
7. **Supporting Demonstrators.** I understand that my legal spouse or legal civil partner may only participate as a Supporting Demonstrator and may not be in my downline or any other Demonstrator's downline and may participate with me in my demonstratorship only as a Supporting Demonstrator. He/she shall be subject to all the terms and conditions of this Agreement and the Demonstrator Manual, and may actively participate in product ordering, sales, and related activities. However, I acknowledge that there shall be only one demonstratorship. All of my Supporting Demonstrator's rights with the Company are derived through me, and the rights of my Supporting Demonstrator shall terminate or be modified upon termination or modification of my demonstratorship. Supporting Demonstrators shall not be entitled to separate or independent notice. Upon termination of my demonstratorship, neither my Supporting Demonstrator nor I will be allowed to sign up as a member of another downline until the prescribed six-month waiting period has passed. A Supporting Demonstrator may not assume the role of Demonstrator in the event of the primary Demonstrator's death or disability.
8. **Quarterly Minimum.** I understand that to remain on active status, I must have quarterly net sales of at least £250, which is defined as total sales not including shipping and handling or VAT in combined workshop, customer, or demonstrator catalogue orders. Supply orders and other types of non-commissionable orders and shipping and handling charges and VAT do not contribute toward this minimum. The quarterly net sales minimum must be met in the first full calendar quarter following the calendar quarter in which I sign up as a Demonstrator. (See the Demonstrator Manual Chapter 6.6 for further information). I thus understand that in addition to the Starter Kit purchase price of £139, my only financial obligation during the first 12 month period from the commencement date of the agreement shall be to achieve £750 in net sales as defined above in order to remain an active Demonstrator.
9. **Company's Commitment to Workshop Demonstration Method of Sale.** I understand that the Company is committed to the workshop demonstration and related methods of sale (as defined in the *Demonstrator Manual*) as the most suitable means of promoting the sale and use of the Company's Products. I agree not to sell or demonstrate the Company's Products to or through retail stores or other fixed commercial sales outlets (permanent retail locations), or to participate in cash-and-carry sales from my home or office or via the Internet, as more specifically outlined in the *Demonstrator Manual*. Furthermore, I understand that the company strictly limits sales on Internet auction sites, as more fully described in the "Internet/Web Site Policy," and that any violation of this provision may result in the termination of my demonstratorship.
10. **Restrictions on Representation of Competing Companies or Products.** I understand that as an independent demonstrator, I am free to conduct business in such manner as I deem appropriate. I also understand that the value of my demonstratorship and the demonstratorships of others, as well as the Products, depend in large part upon my obligation to refrain from promoting or selling the products of other companies, or engaging in recruitment that competes with the Products that I have a right to sell through my demonstratorship. In this regard, I understand that although restrictions may apply to promoting, marketing, or selling products of other companies, such restrictions shall not extend to the casual or incidental reference or display of such products as long as the reference or display is not reasonably made to drive people to the source or seller of those products, such as providing purchasing information, referrals to catalogues or publications, or links to blogs, web sites, or the like that promote, market, or sell products of other companies. Accordingly, I agree to the following:
- a) **Company-Organised Events:** While participating in or involved in any Company-organised events such as convention, regional trainings, or incentive trips, I understand that unless otherwise allowed by the Company, I will not represent or assist any other person or entity in the promoting, selling, or marketing of non-Stampin' Up! Products or services, nor will I encourage or promote the recruitment of persons to sell for other companies at such events. I understand that this restriction applies to all meetings and gatherings whether official or unofficial surrounding the Company-organised event.
- b) **Demonstrator-Organised Events:** I understand that workshops, stamp camps, and other such events that I may organise or may be arranged by my fellow demonstrators are an important forum for the process of promotion, marketing, and sale of Stampin' Up! Products as well as recruitment of new demonstrators to sell the Products. I understand that an exclusive selling environment is an important part of this process. Accordingly, I will refrain from using such events to promote, market, or sell the products of other companies (direct or retail sellers) who offer similar products, which includes: decorative stamps, stamp art accessories, and scrapbooking products. I understand that the definition of similar products may change as the products of the Company change and that I must be prepared to conform and limit my selling and marketing of products accordingly.
- c) **Electronic Communications:** I understand that the content of my electronic communications such as e-mail, personal blog, web site, Twitter, Facebook, other social media and the like can have a considerable influence on how I am perceived as a Demonstrator for Stampin' Up! and also reflect significantly on the Company. Accordingly, I will refrain from using such electronic communications to promote, market, or sell the products of other companies (direct or retail sellers) who offer similar products, which includes: decorative stamps (in any form), stamp art accessories and scrapbooking products.
- d) **Brand Protection:** I understand that the Company has invested considerable resources in developing and promoting its name, brands, logos, Products, and programmes to its Demonstrators and customers, and agree that I shall refrain from using the Company's drawing power or downline or customer lists, whether at Company events or otherwise, to promote or sell similar products of other companies.

e) Non-Disparagement: I will refrain from disparaging the Company or its Products or services.

f) Angel Policy: I will not mass produce works created using Company Products for commercial resale, except as set forth in the 'Angel Policy' or in the Demonstrator Manual.

g) Ownership of Craft-Related Business: I understand that I am ineligible to be a Demonstrator if my spouse or legal civil partner, my Supporting Demonstrator, or I own, in whole or in part (meaning greater than 5.0% of the stock or membership or other ownership interest), a retail or wholesale business whose principal products or emphasis is the sale of products similar to the Company's Products or products supplying the arts and crafts industry generally.

h) Representation of Directly Competitive Companies: I understand that I cannot be a Stampin' Up! Demonstrator and at the same time be a distributor, demonstrator (or the equivalent thereof), or an employee, agent, or professional consultant of a direct selling company that competes directly with Stampin' Up! by selling similar products such as decorative stamps (in any form), stamp art accessories and scrapbooking products. I understand that the definition of similar products may change as the products of the Company change and that I must be prepared to conform and limit my selling and marketing of products accordingly.

i) Activities Regarding Retail or Wholesale Competitive Products: I understand that if I am an artist, designer, consultant, or similar role with a retail or wholesale business whose principal products or emphasis is supplying the arts and crafts industry generally, I am not exempt from strict compliance with the provisions outlined in this section.

- 11. Training Refund.** In the event that the Company provides me with any training at my cost, the Company will refund such cost (less the cost of any subsistence) within fourteen (14) days of the training if I am dissatisfied with the training.
- 12. Product Repurchase.** The Company will at any time during the term of this Agreement on my written request repurchase any product which was purchased by me from the Company in accordance with the scheme at any time within one year of the date of such request and which is returned by me to the Company, such repurchase to be subject to and upon the terms of Article 25.1 and 25.2 below (and for which purpose the date of the written request under this Article shall be treated as the date of termination referred to in Article 25.1).
- 13. Use of Company Intellectual Property.** I understand that the Company's trademarks, service marks, trade names, trade dress, patents, trade secrets, and copyrighted materials (collectively the 'Intellectual Property') belong solely to the Company, and any use of the Intellectual Property must be in strict compliance with the Company's policies, which may be amended by the Company from time to time.
- 14. Other Proprietary Rights.** I agree that the Company has the exclusive proprietary interest in information developed by or for the Company, such as, but not limited to, demonstrator lists, downline and upline lists, Company-generated customer lists, customer profile data, credit data, manufacturing procedures, Product development information, Product purchase information, consultant and advisor lists, all operating, financial, planning and marketing materials, and all other information not provided by the Company to the public; and that such information is confidential (the "Confidential Information"). I agree not to use or disclose such Confidential Information to any third party except in strict accordance with this Agreement. I further agree that any Confidential Information given to me is based on my role as a Demonstrator and must be used solely in my business relationship with the Company. During the term of this Agreement and thereafter, I will not sell or use Confidential Information to sell products or services other than the Company's Products and services, or in connection with any other business, or for any other reason except in compliance with this Agreement. Upon termination or nonrenewal of this Agreement, I will immediately cease all use of the Company's Intellectual Property and Confidential Information, and upon request by the Company, I will return all such materials in my possession or control to the Company. The Company reserves the right to publish the sales, recruiting, and other performance measures of Demonstrators for purposes of awards and recognition.
- 15. Privacy Policy; Consent to Receive Business Materials.** The Company complies with the Data Protection Act 1998. By entering into this Agreement, I am consenting to the collection, use, and disclosure to authorised third parties of my personal information by the Company for the purposes of supporting and supplying me as a Demonstrator and fulfilling the obligations of the Company under this Agreement. Other than as authorised herein, the Company shall not sell, exploit, or market this information to third parties. The authorised third parties shall include independent contractors providing services to the Company, provided that they adhere to the Company's privacy policy, and relevant government agencies, and shall also extend to any person or corporation to which the Company may transfer this Agreement, provided that my personal information is used for the same purposes. I will obtain a similar consent from any customer or other person whose personal information I supply to the Company, and hold the Company harmless for any failure on my part to obtain such consent. I acknowledge that I am aware that to gain access to my personal information held by the Company and a description of the types of personal information held by the Company and its use, including its disclosure to related organisations, I should contact the Company's Demonstrator Support Department. I understand that the Company may charge a small fee for providing me with a copy of such information at 0808 234 4765. I acknowledge that I have reviewed the Company's privacy policy as contained in this Article. The Company reserves the right to publish the sales, recruiting, and other performance measures of Demonstrators for purposes of recognition. I understand that the Company will use the address which I provide on the Independent Demonstrator Application for business purposes and I consent to receive business materials at that address.
- 16. Submission of Designs, Images, and Product Applications.** I understand that I may from time to time submit to the Company ideas for stamp designs, images, or related Product applications, as well as for methods or processes ('Submissions'). The Company shall have no obligation to compensate me for such Submissions, and all Submissions shall become the sole property of the Company. The Company may, through contests or promotions, choose to compensate me in the form of prizes, cash, or Products. I authorise the use of my Submissions in any tangible medium by the Company and expressly waive any claim for compensation, attribution, or the right to control how any such Submission will be modified or presented, over and above that to which I am entitled pursuant to the rules of any contest or promotion.

- 17. Consent to Use Persona.** I understand that at Company conventions, parties, workshops, incentive trips, special committees, and similar Company-sponsored gatherings, the Company may take photographs or make video recordings of the participants, and may use these or other such media to develop presentations, promotions, and advertising for the Company and its Products. I hereby authorise such use of my image, persona, and appearance (and that of my children, family, guests, and invitees to the extent I may legally grant such rights on their behalf) for such reasonable use and expressly waive any and all rights thereto.
- 18. Referrals of Potential Customers.** I understand that the Company receives inquiries from potential customers and that such potential customers are referred, at the Company's sole discretion, to existing Demonstrators through the Demonstrator Finder based upon criteria described in the *Demonstrator Manual*. I also understand that if I elect to be included in the Company's referral programme, it will be necessary for the Company to give out my personal information (name, address, telephone number, etc.) in response to enquiries from potential customers. I further understand that the Company does not investigate or otherwise screen potential customers prior to referring them to existing Demonstrators, and as such, the Company shall not be held liable for any performance, actions, or acts resulting therefrom. The Company is not required to have a referral programme, and can introduce and discontinue a referral programme at any time.
- 19. Payments.** During the term of this Agreement, I will have the opportunity to receive income under the terms of the Demonstrator Career Plan, as more fully described in the *Demonstrator Manual*. I understand that the Company reserves the right to change the Demonstrator Career Plan and that the Company will not be liable for damages incurred or loss of income from these changes.
- 20. Prepaid Orders.** The Company reserves the right to ship only on the basis of an order prepaid by me. I shall not maintain an inventory of the Company's Products for resale. I am obligated to ensure that customers' cheques are cashed and dedicated to the order prepaid by me. The Company will use its best efforts to fill orders and ship the Products ordered by me; however, the Company shall not be liable to me or any customer of mine for any failure or delay in shipment of any Product. All orders by me of the Company's Products are subject to the approval of the Company.
- 21. Representation.** I will not make any false, misleading, or illegal claims or representations of actual or potential income or guaranteed profits in recruiting, or attempting to recruit, any other Demonstrator, except to the extent that such representation constitutes or includes fair, reasonable, and timely disclosure of information within my knowledge relating to (a) compensation actually received by me, or (b) compensation likely to be received by a typical participant in the plan, having regard to any relevant considerations including (i) the nature of the Product, including its price and availability, (ii) the nature of the relevant market for the Product and (iii) the nature of the plan and similar plans. I certify that no claims or representations of income of any kind have been made to me. Furthermore, I acknowledge that income I may receive is attributable solely to the sale of Products, and that no income or fees are derived from the mere act of recruiting another Demonstrator. In addition, I acknowledge that, other than the price paid to the Company for my Independent Demonstrator Starter Kit, I have not paid, nor will I pay, any application fees or other money to the Company or anyone else to become a Demonstrator. I understand that I do not have the right to speak for or on behalf of the Company, or represent myself as the Company, or an agent thereof.
- 22. Term.** This Agreement shall be in effect until the forthcoming September 30. It shall renew annually thereafter so long as:
- (a) I am in compliance with this Agreement;
  - (b) this Agreement has not been terminated under Article 23;
  - (c) I have not informed the Company and the Company has not informed me of intent not to renew; and
  - (d) the Company has not notified me that I must execute a new contract.
- 23. Termination.**
1. I may cancel this Agreement without penalty within fourteen (14) days of entering into this Agreement by giving written notice of cancellation to the Company at address as previously referenced (or to such alternative address within the United Kingdom as the Company may specify) and:
- (a) I may require the Company to repay me within fourteen (14) days any monies which I have paid to or for the benefit of the Company or any of its other Demonstrators in connection with my participation in this trading scheme or paid to any other Demonstrator in accordance with the provisions of this trading scheme; and
  - (b) I may return to the Company's address previously referenced any goods which I have purchased under the trading scheme within twenty-one (21) days of the date of cancellation and which remain unsold, provided that such unsold goods remain in the condition in which they were in at the time of purchase, whether or not their external wrappings have been broken, and may recover any monies paid in respect of such goods; and
  - (c) I may cancel any services which I have ordered under the trading scheme within such fourteen (14) day period and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to me.
2. In order to recover any monies paid in accordance with sub-Articles (a) or (c) above I must give notice to the Company requesting the repayment of such monies (and if applicable, returning the Starter Kit and any other promotional or training materials purchased) to the Company's address as referenced above within twenty-one (21) days of the date of cancellation and the Company shall repay such monies as I may be legally entitled to recover within twenty-one (21) days of the date of cancellation.
3. In order to recover monies paid for goods under sub-Article (b) above, I must deliver the goods to the Company within twenty-one (21) days of the date of cancellation to the address as referenced above. I shall bear the cost of such delivery. The monies paid in respect of those goods are payable to me on delivery of the goods, or forthwith if the goods have not yet been delivered to me.

4. I may terminate this Agreement at any time without penalty by giving fourteen (14) days written notice of termination to the Company at its address as referenced above. If I give notice to terminate this Agreement more than fourteen (14) days after I entered into the Agreement, I may return to the Company any goods (including training and promotional materials, business manuals and kits) which I have purchased under the scheme within ninety (90) days prior to such termination and which remain unsold and the Company will pay me the price (inclusive of VAT) which I paid for the goods less, where the condition of any such goods 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 a reasonable handling charge (which may include the cost of repackaging returned goods for resale).

5. The Company may terminate this Agreement at any time by giving me thirty (30) days' written notice. If the Company terminates this Agreement I may return to the Company any goods which I have purchased under the scheme within ninety (90) days prior to such termination and which remain unsold for a full refund of the price (inclusive of VAT) which I have paid for them together with any costs incurred by me in returning the goods to the Company. Subject to my rights to a hearing and appeal when termination is made for disciplinary purposes, either I or the Company may terminate this Agreement: at any time, upon written notice for a breach of or failure to comply with any provision in this Agreement, the *Demonstrator Manual*, or Amendments thereto. Upon termination, or upon a failure to renew this Agreement, all rights to receive payments, promotions, prizes, incentives, bonuses, and other advantages previously earned or available to me as a Demonstrator shall terminate. The Company will, within 30 days from the date the termination becomes effective, issue commissions and overrides earned while I was active to clear my account. An interest rate of 1.5 percent per month will be charged on the remaining balance for all accounts exceeding the thirty (30) day limit. I will be responsible for any and all legal fees or costs incurred by the Company to collect such debt, regardless of whether suit has been filed, including fees in any mediation, arbitration, trial court, or any appeal.

**24. Payment Due on Termination.** Upon termination of this Agreement, or at any time obligations are due by me to the Company, the Company may satisfy all claims and debts due from me out of any unpaid amounts due to me. If such amounts are not sufficient to cover all outstanding debts, I will have 30 days to clear my account. An interest rate of 1.5 percent per month, or the maximum rate allowed by the law, whichever is greater, will be charged on the remaining balance for all accounts exceeding the 30-day limit. I will be responsible for any and all attorneys' fees and costs incurred by the Company to collect such debt, regardless of whether suit has been filed, including fees in any mediation, arbitration, trial court, or on any appeal.

**25. Product Repurchase after Termination.**

1. In the event that either party terminates this Agreement I may return to the Company any goods (including training and promotional materials, business manuals and kits) which I have purchased under the scheme more than ninety (90) days but within one year prior to such termination and which remain unsold for 90% of the price (inclusive of VAT) which I paid for them, less an amount equal to:

- (a) any commissions, bonuses or other benefits (in cash or in kind) received by me in respect of those goods;
- (b) any amount due from me to the Company on any account; and
- (c) a reasonable handling charge (which may include the cost of repackaging returned goods for resale), and provided that: (i) such goods have not been purchased or acquired by me in breach of this Agreement; (ii) I return such goods to the Company in an unused, commercially resalable condition not more than 14 days after the date of termination; and (iii) the Company did not clearly inform me prior to the purchase that the goods were seasonal, discontinued or special promotion products which were not to be subject to the buy-back provisions of this sub-Article.

2. In the event of the termination of this Agreement under Articles 23, 24, or 25, in order to recover monies paid for goods I must deliver the goods to the Company within twenty-one (21) days of such termination to the Company's address previously referenced. The Company will bear the cost of such delivery. The purchase price is payable to me on delivery of the goods, or forthwith if the goods are already held by the Company. If this Agreement is terminated for any reason I will have the right to be released from all future contractual liabilities towards the Company in relation to this trading scheme, except:

- a) liabilities relating to payments made to me under contracts which I have made as agent for the Company (if any); and
- b) any liability to pay the price of goods or services already supplied to me by the Company where I have not returned such goods to the Company in accordance with sub-Article 23.1 or 23.4; and
- c) the provisions of Articles 11 and 26 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. On termination of this Agreement for whatever reason I shall be entitled to retain any commission paid to me in accordance with this Agreement unless:
- d) the commission was paid in respect of goods returned to the Company (or goods returned to another Demonstrator who paid the commission);
- e) the Company has refunded any monies due to me in accordance with sub-Article 25.1(b), 23.4 and/or 23.5 above; and
- f) repayment of the commission is claimed within one-hundred and twenty (120) days of the date of having been made, in which case I shall repay such commission to the Company forthwith on demand or the Company may set off the amount of such commission against any other amounts due from it to me.

**26. Post-Termination Restrictions.** For a period of 6 months following the termination of this Agreement I shall not recruit any demonstrators who form part of my downline under the Company's selling scheme on behalf of any direct selling scheme which competes with that operated by the Company nor shall I accept any such demonstrators in my downline in any competing direct selling business conducted by me during this period; and during this period I shall not seek to persuade any such demonstrators to terminate their position with the Company, or to become less active as demonstrators of the Company's products or to sell the products of or otherwise be actively involved in any other direct selling business which competes with the business of the Company.

27. **Severability.** I hereby acknowledge and agree that the covenants contained in Articles 6, 7, and 26 are an indispensable part of the transactions contemplated by this Agreement and are enforceable and, having obtained professional advice, that the restrictions contained in such covenants are fair and reasonable in the context of this Agreement. The parties acknowledge, however, that such restrictions are liable to be rendered invalid or unenforceable by changing circumstances, public policy, or other unforeseen reasons. Accordingly if any one or more of the restrictions contained in this Article shall either individually or together be adjudged for whatever reason to go beyond that which is reasonable in all the circumstances for the protection of the legitimate interests of the Company but would be adjudged reasonable and/or enforceable under Regulation 6(2) of the Trading Schemes Regulations 1997 following termination of this Agreement. If any particular restriction or restrictions were deleted or limited in any manner (including without prejudice to the generality of the foregoing any reduction in duration or geographical area) the said restrictions shall apply with such deletions or limitations.
28. **Assignment of Agreement.** Due to the special personal relationship that may exist among me, other Demonstrators, and the Company, this Agreement cannot be transferred, assigned, or sold by me. The Company may assign and transfer this Agreement.
29. **Indemnification of the Company.** I shall indemnify and hold the Company harmless from and against any and all liability, loss, costs, claims, or causes of action based upon or arising out of damage or injury to persons or property caused or sustained in connection with the performance of this Agreement, or in connection with Company sponsored activities or travel thereto, or based upon any violation of any statute, ordinance, building code, or regulation, and the defence (including legal fees and costs) of any such claims or actions. I shall also indemnify and hold the Company harmless from and against any and all liability, loss, costs, claims, or causes of action in connection with, and shall assume full responsibility for the remittance of any statutory taxes and deductions, workers' compensation, self employment taxes, social insurance, and other taxes, premiums, licence requirements, and fees attributable to my sales activities and earnings.
30. **Attorneys' Fees.** In the event I breach any of the terms and conditions of this Agreement and it shall become necessary for the Company to enforce the same, the Company shall be entitled to payment and/or award of attorneys' fees and costs incurred in connection with resolution of the dispute.
31. **Entire Agreement.** This Agreement, including the Independent Demonstrator Application, the *Demonstrator Manual*, and any and all amendments thereto, constitutes the full agreement between the Company and me, and supersedes all prior written and/or oral agreements and discussions. If any portion of this Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent found unenforceable or invalid, and the validity of the remaining portions of this Agreement shall not be affected. All powers, rights, and remedies given to the Company are cumulative, not exclusive, and are in addition to any other rights and remedies provided by law. The waiver by the Company at any time of any right of the Company contained in this Agreement shall not be deemed a continuing waiver and shall not preclude the subsequent enforcement of any such right or any other right. This Agreement shall be governed by and construed under English law without reference to choice of law rules. Proper jurisdiction and venue for any disputes between the parties shall be in the courts of England and Wales, unless otherwise required by the law. The headings in this Agreement are for convenience of reference only and shall not be considered in determining the legal effect of any provision of this Agreement. This Agreement may be amended from time to time by the Company upon prior notice in Company publications or via mass e-mail to demonstrators. Such amendments shall be effective 30 days from the date of publication, unless such amendment is necessary to comply with laws or government regulations, in which case the amendment shall be immediate. In the event of any conflict or inconsistency between this Agreement and the Demonstrator Manual or other Company publications, this Agreement shall prevail. If there is any provision of this Agreement or of any agreement or arrangement of which this Agreement forms part, which causes or would cause this Agreement or that agreement or arrangement to be subject to registration under the Restrictive Trade Practices Act 1976, then that provision shall not take effect until the day after particulars of this Agreement or of that agreement or arrangement (as the case may be) have been furnished to the Director General of Fair Trading pursuant to Section 24 of that Act.
32. **Notices.** All notices given pursuant to this Agreement shall be in writing and shall be deemed effective when delivered in person or when deposited in first class post, postage prepaid, addressed to either party at the address provided in the Agreement, or as subsequently changed by the Company or me in writing delivered to the other party. This includes change of address, phone number, last name, supporting status, or other information contained in the application.
33. **Company's Acknowledgement.** I understand that I shall be bound by this Agreement upon the receipt of my application by the Company (my 'Start Date'). Subject to the approval of my application by the Company, as evidenced by the shipment to me of an Independent Demonstrator Starter Kit, the Company agrees to be bound by the terms of this Agreement. I further understand the Company reserves the right to reject my application any time prior to shipment of my Independent Demonstrator Starter Kit.
34. **Demonstrator's Acknowledgement.** I have read this Agreement in its entirety, and by my signature below and in conjunction with the Independent Demonstrator Application, I agree to be bound by the terms of this Agreement.

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Demonstrator's Signature

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Demonstrator's Printed Name