



VIDA DIVINA® INDEPENDENT AFFILIATE AGREEMENT TERMS & CONDITIONS UNITED KINGDOM

Vida Divina Limited, located at 72 High Street Haslemere Surrey UK GU27 2LA shall be referred to as "Vida Divina®" or "the Company" throughout this Agreement.

1. BASIS OF THE COOPERATION:

1.1. Vida Divina® sells to customers by way of direct selling products. This product line is completed from time to time or adapted to any change of the market conditions. The specific Vida Divina® distribution system is characterized by the fact that Independent Affiliates by way of direct selling offer consumers the Vida Divina® products for acquisition by way of personal contacts. In this connection the system is based on the Vida Divina® Compensation Plan. This plan stipulates the tasks of the Affiliates according to their functional position in the direct selling organization which is structured as a network of Independent Affiliates. Furthermore, the Compensation Plan regulates the performance criteria an Affiliate must meet in order to reach the individual functional positions in the organization as well as the compensation paid for the successful performance of the contractual tasks.

1.2. The Affiliate and Vida Divina® agree to cooperate in the realization and execution of the Vida Divina® selling system as well as in the protection of the integrity of the system. In this regard the Affiliate shall perform their tasks as an Independent Affiliate as well as an entrepreneurially active contractual partner, observing the specifications of the Vida Divina® selling system of the Vida Divina® Compensation Plan and the terms of this Agreement. Vida Divina® will ensure that all necessary information concerning the products and the systems are made available for the Affiliates at all times in updated form.

1.3. The Affiliates principally have free choice of their sales area, as far as Vida Divina® has introduced officially its products into a particular country. The appropriate list of the countries in question will be delivered by Vida Divina® in case of request.

1.4. This agreement refers to the Policies and Procedures as well as the Compensation Plan. These documents are all a part of the Affiliate Agreement. If any conflict arises between the Affiliate Terms & Conditions and any provision of the Policies and Procedures, the Affiliate Terms & Conditions shall prevail.



2. APPOINTMENT, TASKS AND STATUS OF THE AFFILIATE:

2.1. APPOINTMENT

a.) The person becomes an Independent Affiliate as soon as his/her application is accepted by Vida Divina® management. He/she will be informed by the communication of an ID number. Entrance fees are not required. The Affiliate is entitled to cancel their application within a period of seven (7) days of entering into the Affiliate Agreement see clause 8.2 below. Affiliates also receive a Vida Divina® replicated website to build their business and acquire retail customers.

2.2. TASKS

a.) **SELLING ACTIVITY:** The Affiliate provides customers with the items of Vida Divina® product line. The products may be purchased by customers directly from Vida Divina® or the Affiliate, in certain circumstances.

b.) **STRUCTURING WORK:** The Affiliate will collaborate on the development of an Vida Divina® selling organization by recruiting new Affiliates and by supporting all Affiliates belonging to the Line of Responsibility developed by him/her by informing, instructing and motivating any such new Affiliates in accordance with Vida Divina® company policies.

2.3. STATUS + STATUS OBLIGATIONS: The Affiliate acts as an Independent Contractor and he/she is responsible for his/her Social Security contributions, the VAT-ID-Number, as well as all other duties of an entrepreneur such as business registration.

2.4. BEHAVIOUR TO CONSUMERS: Affiliates will refrain from any misleading behavior about the purpose of their contacts and will terminate any sales presentation if desired by customers. Affiliates will identify themselves with their name and that they are Vida Divina® Independent Affiliates.

2.5 Affiliates in the United Kingdom (England, Scotland, Northern Ireland, and Wales) may only make or agree to make payments to or for the benefit of Vida Divina® to the value of £200.00, including VAT and shipping and handling, and may not utilize an auto ship option for orders, during the seven (7) day period after entering into the Affiliate Agreement. After these seven (7) days have passed, the Affiliate may utilize an auto ship option and make purchases at a value of their choice. **Vida Divina® does not have an auto ship option or requirement.**



3. ADVERTISING, SALES PROMOTION AND INTERNET:

3.1. In the course of his/her contractual activities the Affiliate will present him/herself with the job title "Vida Divina® Independent Affiliate" and, if applicable, add the title of the functional position he/she has reached. Each other use of the company name and trademark Vida Divina® as well as of all other Vida Divina® trademarks and product names are prohibited for him/her if it does not happen in the context of any Vida Divina® advertising and promotional measures approved by Vida Divina®.

3.2. In the context of both, his/her selling activities and his/her structuring work, the Affiliate will make only such statements concerning the Vida Divina® products as well as the Vida Divina® selling system which corresponds to the statements in the official Vida Divina® advertising and promotional materials.

3.3. The installation and commercial use of any internet websites for presentation of Vida Divina® products and/or the Vida Divina® selling system have to meet the quality standards according to the website license. Any such websites may only be created according to Vida Divina® specifications and approval. In particular, it must be ensured that the Affiliate's website is not understood as being an official Vida Divina® website in order to avoid any misunderstandings. The domain address of Affiliates may not contain the name "Vida Divina® or any of Vida Divina's product names."

3.4. The Affiliate will not use, sell, distribute, or recommend to the Affiliates of the Vida Divina® sales organization any other materials not issued by Vida Divina® if they deal with the Vida Divina® products or the Vida Divina® distribution system, whether such materials exist in a printed, electronic or another form of reproduction or not. The Affiliate will use their own advertising and PR publications in any kind of reproduction (e.g. ads, PR articles, commercials in TV or radio, etc.) only if they correspond to samples provided by Vida Divina® for this purpose or are approved in writing by Vida Divina®.

3.5. The Affiliate will make comments concerning Vida Divina®, the Vida Divina® product line and the Vida Divina® selling system in any print or electronic media only with prior written approval of Vida Divina®.

4. COMPETITION AND SECRECY:

4.1. The Affiliate is allowed to sell any other merchandise or services if these offers do not compete with the offers of the given Vida Divina® product line. However, the Affiliate is not allowed to present or to advertise the other offers together with the products of the Vida Divina® product line in the context of the same selling or advertising measures or



events. The Affiliate will inform Vida Divina® in writing about such additional selling activities.

4.1a. In accordance with the Policies and Procedures, you agree that during the period while you are an Affiliate, and for six (6) months following resignation, non-renewal, or termination of your business, you will not compete with Vida Divina. This covenant shall survive the expiration or termination of your authorization and contract with Vida Divina.

4.2. However, for the protection of the selling organization developed and maintained with the help of the Affiliate, the Affiliate is prohibited from encouraging any Affiliates of this organization to sell other products or services, or otherwise to promote such products or services in addition to or instead of their Vida Divina® business activities. This is valid also if the offers in question do not compete with the Vida Divina® offers.

4.2a In accordance with the Policies and Procedures, you agree that during the period while you are an Affiliate, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other an Affiliate to compete with the business of Vida Divina.

4.3. During as well as after the term of this agreement, the Affiliate will keep secret all information at his/her disposal concerning Vida Divina®, any possible other Affiliate of the Vida Divina® group, the Vida Divina® product line and selling system if the information is not generally accessible to the public. This obligation includes all data and facts concerning the Affiliates of the Vida Divina® selling organization, whether or not these Affiliates belong to the Line of Responsibility (downline) of the Affiliate. In addition, the Affiliate is not allowed to use the information mentioned for any other purpose than for the benefit of Vida Divina®.

5. INCOME, REMUNERATION:

5.1. For the sale of products to Customers and commercial procurement and remunerating the work structure the Affiliate receives commissions as well as other remunerations which, according to the Vida Divina® Compensation Plan is calculated on the basis of the given selling results of the Affiliates of his/her Line of Responsibility. The Affiliate will check the statements transmitted without any delay and inform Vida Divina® promptly (latest within 60 days) about possible objections. If a customer of the Affiliate's Line of Responsibility returns any products in the context of the execution of a given right of return, Vida Divina® will charge to the Affiliate's account the remunerations



which the Affiliate had received on the basis of the sale of this product, unless the return is as a result of warranty claim provided by applicable law.

5.2. In case of VAT requirement communicating his/her VAT number and presenting a confirmation in writing of the tax office competent for him/her, the Affiliate will inform Vida Divina® immediately as soon as he/she becomes VAT registered and will provide Vida Divina® with a valid VAT invoice to the extent necessary. Affiliates must also notify Vida Divina® immediately if they become de-registered. Vida Divina® reserves the right to self-bill for such commissions on his/her behalf and the Affiliate agrees that they will accept this self-billing arrangement. From this point of time onwards Vida Divina® will account and pay the remunerations due plus the legal VAT rate.

6. CANCELLATION OF RETAIL CUSTOMER ORDERS:

Customers who purchase product via distance selling means are provided with a 14 day cooling off period from the date on which they receive the products. The instructions in respect of how this right may be exercised are contained in the Retail Customer Agreement/Terms & Conditions. Even though the products are sold by Vida Divina® directly to the customers, Affiliates are also obliged to comply with the provisions of consumer law in their role as Vida Divina® Independent Affiliates. If a consumer according to the instruction of his/her right of cancellation, returns any merchandise to his/her Affiliate, the Affiliate on his/her part is permitted to return the product to Vida Divina®. The Affiliate in his/her own interest is obliged to make sure that the consumers observe the rules of the instruction on cancellation. Vida Divina® is not obligated to take back any product if it was returned outside the circumstances allowed by the Terms and Conditions of the Retail Customer Agreements.

7. VIDA DIVINA PRODUCT REFUNDS AND RETURNS POLICY

Vida Divina® consumer goods come with guarantees that cannot be excluded by relevant European Laws and Regulations. Purchasers are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Purchasers are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

7.1 Vida Divina® products produce different results for different people and Vida Divina® does not guarantee specific results nor a money back guarantee. Customers should follow the directions with each product received.



7.2 The Customer is responsible for all return shipping costs.

7.3 To receive a refund, all items must be returned within thirty (30) days of the ship date, dependent on local laws, in an un-opened and/or "new" condition. A traceable method of return must be used. Vida Divina® is not liable for the shipping costs for return items or any return shipments that may be lost in the return shipping process.

7.4 Affiliates may only return product for product credit unless they are cancelling their Affiliate Position or have received damaged product in which case they are entitled to a cash refund.

7.5 In the case of Affiliate resignation or termination, the Affiliate is able to return product that was purchased up to one (1) year prior to the date of cancellation for a refund provide the product is in sellable condition or not after the best buy date.

7.6 To receive a replacement item or a refund on incomplete, broken, damaged or defective items, the Customer must report the matter within sixty (60) days from the date of delivery and the incomplete or defective items must be made available for inspection at the Returns Processing Department.

7.7 Refused orders are defined as orders that are refused upon delivery, marked return to sender, are undeliverable, or that have an insufficient address. A refused order is assigned a £17 refusal fee that is deducted from the refund. Refusal fees are applied to orders to offset return shipping costs and return processing charges. Refused orders could take up to ninety (90) days to reach the Returns Processing Department.

7.8 In the event that taxes are paid at the border and cannot be recovered, taxes will not be reimbursed.

7.9 Vida Divina® does not offer an auto ship program.

7.10 If only a portion of a stock package (several products grouped under one item name/number) is returned, the full value of the item(s) kept will be deducted from the return and all Bonus Volume (BV) for the item will be deducted.

7.11 Returns can take up to thirty (30) business days from being received at the Returns Processing Department to be refunded.

7.12 All returns must be accompanied with the original, or a copy of the original, packaging slip, if not, a refund cannot be guaranteed.



7.13 All apparel and merchandise should be returned in original packaging and in "new" condition. If opened, the items must be in new condition and accompanied by original packaging with all original tags still attached. "New" condition is defined as being without any alterations, defects or damages that would prevent the resale of the item. Apparel must be returned to the vendor in which they were purchased.

7.14 If an item is returned that is not eligible for refund, you will be notified by Customer Support.

7.15 All items sold at the Vida Divina® events must be returned at the time and place of the event.

7.16 All business materials ("Biz Tools") must still be in resalable condition, complete, unopened and in the original packaging in order to process a return and/or refund.

7.17 No returns will be accepted or refunds processed for personalized or customized items.

7.18 There will be a 15% restocking fee applied for all returned apparel and merchandise.

7.19 To exchange products, Customers can call Customer Support, Customers and Affiliates can log into their online accounts and submit a support ticket, within thirty (30) days of delivery to specify which product they would like to return and which products they would like to purchase in exchange. Exchange orders should be placed *prior* to Customers returning their original items for refund.

7.20 This procedure does not limit any legal warranty claims of Customers.

7.21 For additional information specific to Affiliates please see the Vida Divina® Policies & Procedures and the Vida Divina® Affiliate Terms & Conditions.

7.22 For additional information specific to Retail Customers please see the Vida Divina® Retail Customer Terms & Conditions.

IF YOU LIVE IN UK PRODUCTS MUST BE RETURNED TO THIS ADDRESS:

VIDA DIVINA LLC
7940 Cherry Ave #201
Fontana, CA 92336 USA



8. TERM AND TERMINATION OF THE AGREEMENT:

8.1. This agreement is concluded for a period of one year and expires on the anniversary of the date of enrolment by Vida Divina® unless the Affiliate pays the annual renewal fee.

8.2. You have the right to cancel this contract within 14 days of entering it without giving any reason and will receive a refund of all paid monies against return of any products, business manuals, kits and training and promotional materials purchased provided the goods remain unsold by you, are in the same conditions as supplied to you (except their external wrappings may be broken) and are returned to the Company to Vida Divina®, 7940 Cherry Ave. #201, Fontana, CA 92336 within 21 days of the cancellation.

To exercise the right of cancellation, you must inform us at:

Vida Divina LLC
cancel@vidadivina.com

8.3. In addition, each of the contractual parties may terminate this agreement in accordance with the termination provisions set out in the Vida Divina® Policies and Procedures.

8.4. After termination of the agreement, the Affiliate has to observe a waiting period of three (6) months before he/she may re-enroll in the Vida Divina® Affiliate program.

8.5. In case of termination under provision 8.3. the Affiliate is entitled to return to Vida Divina any products he/she has purchased within a period of one (1) year prior to such termination and which remain unsold and are in new, resalable condition to receive from Vida Divina the price which he/she has paid. Any such refund shall be on terms whereby the products not already held by Vida Divina® will be delivered within twenty-one (21) days of such termination to Vida Divina LLC, 7940 Cherry Ave. #210, Fontana, CA 92336 USA

9. TRANSFER OF THE CONTRACTUAL POSITION, DEATH OF THE AFFILIATE, CHANGE OF THE LINE OF RESPONSIBILITY:

9.1. Vida Divina® may transfer or assign this Agreement in its sole discretion. In the case that the Affiliate does not accept the transfer or assignment, they may provide written notice that they wish to terminate this Agreement. In the event of such notice being provided, the termination will become effective immediately. In the event that Vida Divina® decides to transfer its operations to another company or legal entity, it will seek to transfer (assign) most its Affiliate agreements to that other company or legal entity;



those Affiliate agreements which it decides not to assign to the new company or entity will terminate immediately upon notice being given to the Affiliate.

9.2. The Affiliate is only allowed to transfer their contractual position with Vida Divina® approval in writing. Such an approval will be given only if Vida Divina® is satisfied that the individual taking over is fit for properly carrying out the tasks and duties which he/she will have to perform according to the kind of position in question, and if he/she is prepared to complete an appropriate training if required by Vida Divina®.

9.3. The contractual relations end with the death of the Affiliate. Nevertheless, the Affiliate Agreement may be transferred to a nominated individual by Vida Divina® if the preconditions of provision 9.2 are fulfilled, the person refrains from calling for any compensation and provides the relevant probate documents.

9.4. In case of divorce, Vida Divina® may, in its absolute discretion, agree to transfer the mutually held contractual position to one of the former spouses provided that a legally effective decree of divorce is provided.

9.5. A change of the Line of Responsibility in which the Affiliate was integrated according to the sponsor named by him/her in the Application process is not possible.

10. LIMITATION OF CLAIMS:

To the fullest extent permitted by law, any claims arising out of or in connection with this Agreement should be notified to Vida Divina® within one (1) year from the point in time at which the Affiliate became aware of the circumstance which gave rise to the potential cause of action.

11. The UK-Contract (Rights of Third Parties) Act 1999 is hereby excluded and shall not apply to this Agreement.

12. CHANGE OF CONTRACTUAL RULES OR INSTRUCTIONS; WRITTEN FORM; VALID LAW AND FORUM:

12.1. Vida Divina® may amend/update the Vida Divina® Compensation Plan and/or the terms of the Affiliate Agreement (including the provisions of the Policies and Procedures) from time to time in its sole discretion. If this occurs, the Affiliate will be notified of the change by the usual communication tools between Vida Divina® and its Affiliates. In this notification, the Affiliate will be advised of the effective date of the change and that the change or amendment will become effective if, within one month of the date of the notification, the Affiliate does not object to the change in writing by recorded delivery mail. In the event that the Affiliate objects to the updated terms, the



Affiliate agreements shall be terminated immediately. Affiliates will be given 60 days' notice of any change to any financial obligation of the Affiliate.

12.2. The contractual parties agree upon the competence of the courts where the Affiliate has his/her main home residence and the applicability of the law at the Affiliates home country or territory.

13. FINAL TERMS:

13.1. This Agreement (including, for the avoidance of doubt the documents incorporated by reference) represent the entire understanding of the parties with the respect to the subject matter of this Agreement and supersede all proposals, oral or written, all negotiations, conversations or discussions between the parties relating to the subject matter of this Agreement and all past course of dealing or industry custom between the parties.

13.2. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

DATA PROTECTION:

The Vida Divina® Affiliate agrees and confirms that by agreeing to the terms contained in this Agreement, Vida Divina® may store and process his/her personal data as well as all the data concerning the operation of this Agreement in manual or electronic format. Vida Divina® shall process the personal data for the purposes of registering the interested person as an Vida Divina® Affiliate, sending him/her any ordered products, sending him/her information on products or services that we believe may be of his/her interest in connection with the Vida Divina® business, managing the payments of commissions and communicate important information. He/she also agrees that Vida Divina® may share this data with other Affiliates of the Vida Divina® sales organization at home and abroad as well as to the member companies of the international Vida Divina® Group including but not limited to any of its Affiliates and/or subsidiaries, insofar as this is needed for the operation of this Agreement and the managing of the Vida Divina® business as well as the execution of the Vida Divina® sales system. In respect of the processing and disclosure of personal data as described in this contract, the Affiliate acknowledges and agrees that this may involve the transfer of personal data outside of the European Economic Area. In case of any request concerning personal



data, including the exercise of the rights available under applicable data protection laws, please contact Vida Divina® at rights@vidadivina.com

Where the Affiliate, as part of the fulfilment of its obligations under this Agreement, processes personal data as a data processor on behalf of Vida Divina® acting as a data controller, the Affiliate shall: (i) act only on instructions from Vida Divina® when processing such personal data and keep records of all such processing; (ii) comply with Vida Divina® instructions in relation to the processing of personal data as such instructions are given and varied from time to time by Vida Divina®; (iii) at all times take all appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; (iv) not transfer any personal data outside the European Economic Area without Vida Divina® prior written consent; (v) immediately notify Vida Divina® if it receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data of customers; (vi) provide full co-operation and assistance in relation to any such complaint, notice or communication; and (vii) notify Vida Divina® of any actual or anticipated breaches of its security (including where the personal data have been put at risk of any unauthorized or accidental access) which are likely to or actually affect the personal data or its security immediately upon, and at least within 24 hours of, becoming aware of such breaches.

By and through this Agreement the Affiliate acknowledges:

Vida Divina® is the trading name of Vida Divina® LLC (referred to in the Agreement as "Vida Divina®" or "the Company") which is the promoter of this trading scheme in Europe. The products and services which are supplied under this scheme are health and wellbeing supplied by Vida Divina® and such other related products or services as Vida Divina® may market from time to time (referred to as "the Products" and/or "the Services"). Sales of these Products/Services are made by an Vida Divina® Affiliate, who participates in the scheme as explained in the Affiliate Terms & Conditions. I/we hereby apply to become an Vida Divina® Affiliate (in the following "Affiliate"). I/we confirm that the information given through the online application process is correct and that I/we are of legal age to enter into this Agreement. My/our signature certifies that I/we have read the Terms and Conditions, the Policies and Procedures (including the Rules and Regulations) and the Compensation Plan (collectively, "the Agreement") before signing the application and that I/we agree that there is no requirement beyond the receipt and acceptance by Vida Divina® of the application and purchase of a website license to become an Vida Divina® Affiliate, and that any purchases of services, product inventory, sales aids, literature, etc. are strictly voluntary. However, I/we agree that it is an easy and convenient way to ensure that the Affiliate has sufficient volume for sales to his/her customers. I/we agree that if I/we choose to sponsor others to participate in the Vida Divina® business opportunity, I/we will not receive any compensation whatsoever for the



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act of sponsoring or recruiting, and that I/we will be compensated based upon the activities of other Affiliates only to the extent of sales of the Products/Services to customers. I agree to the Affiliate Terms & Conditions contained herein. Further, I agree to the Policies and Procedures and the Compensation Plan for Vida Divina® Affiliates and acknowledge that these form part of the Affiliates Agreement.

IT IS ILLEGAL FOR A PROMOTER OR A PARTICIPANT IN A TRADING SCHEME TO PERSUADE ANYONE TO MAKE A PAYMENT BY PROMISING BENEFITS FROM GETTING OTHERS TO JOIN A SCHEME.

DO NOT BE MISLED BY CLAIMS THAT HIGH EARNINGS ARE EASILY ACHIEVED.

If you enter into this contract you have 14 days in which to cancel and get your money back.