

SHEERSENSE[®] DISTRIBUTOR

TERMS OF AGREEMENT

The Distributor will comply with all terms and conditions contained within the Distributor Terms and Conditions, and not depart from them without the prior written consent of the Supplier.

There is no employment relationship between the Distributor and Supplier of any kind, whether formal or informal, implied or direct.

This contract shall continue for a term of one year and is subject to the payment of an annual fee by the Distributor to the Supplier. The fee may be adjusted periodically.

The Distributor agrees not to portray himself/herself as an agent of SheerSense Limited or SeneGence International, nor as having any authority to bind SheerSense Limited or SeneGence International contractually, nor incur any liability on behalf of SheerSense Limited or SeneGence International.

If the Distributor or his or her immediate partner or spouse has previously been party or participant to a SheerSense[®] Distributorship individually, in a partnership, in a trust or as a shareholder, principal, officer or director, or of another corporate Distributorship, then this must be declared to SheerSense Limited at Info@SheerSense.com at the time of the application for the SheerSense Distributorship

Distributor is prohibited from selling or promoting any competing products or services or marketing programs to any of SeneGence's Distributors or end consumers, except those distributors personally sponsored by Distributor.

SheerSense products may not be shown or displayed in the same booth, stall, display or marketing method of competing products or services.

The Distributor will order goods/services from the Supplier in accordance with the terms set out in the Distributor Terms and Conditions, whether or not they are subject to promotion, deduction in price or otherwise.

The Distributor will be entitled to receive commission on the sale of such goods/services, such commission to be defined in the Distributor Terms and Conditions and variable on written notice by the Supplier.

In order to maintain a viable Marketing Program and to comply with changes to laws or economic conditions, Distributor understands that SheerSense may amend this Agreement at any time. Such modifications and all changes thereto, shall become a

binding part of this agreement upon publication in the official SheerSense web site. Any such change which is to the detriment of the Distributor will take effect no earlier than fourteen days after the date of such publication unless the Distributor has previously indicated acceptance of the change in any manner.

The Supplier will supply to the Distributor the goods and services outlined in the Distributor Terms and Conditions and note that time is not of the essence.

The Supplier is under no obligation to accept an order placed by the Distributor when payment for goods/services previously supplied remains outstanding and/or has been paid more than 14 days late. If the Supplier waives this term unilaterally this does not mean that all such terms are waived.

You may cancel the contract at any time up to 14 days after it is placed. If you wish to cancel the contract you must inform SheerSense Limited in writing to SheerSense Limited, Devlex House, Silverhills Road, Decoy Industrial Estate, Newton Abbot, Devon TQ12 5ND or by email to info@SheerSense.com. Your cancellation will take effect when it is posted or, if emailed, when the email is sent.

This Agreement and the SheerSense Distributor Terms and Conditions, together with SheerSense Policies and Procedures Guide and the Privacy Policy, as amended from time to time, together comprise the entire Agreement between the parties. They provide a set of guidelines to help set you up for business success and to ensure that you understand our expectations on reflecting our iconic brand in everything that you do.

It is a condition of the terms of this agreement that you have read the SheerSense Distributor Terms and Conditions, the SheerSense Policies and Procedures Guide and the SheerSense Distributor Privacy Policy.