

TERMS AND CONDITIONS

Upon acceptance of this application by Arkworld (UK) Limited and prior thereto while the undersigned applicant for a Distributorship (hereinafter called Distributor) is selling Arkworld products, Distributor agrees:

1. Distributor will operate his/her own business, will buy Arkworld Nutritional Products for cash using an excepted method of payment according to Arkworld's Rules and Regulations, will promote their sale, and will abide by all of Arkworld's rules, regulations, policies and procedures issued and amended from time to time, including, but not limited to, those set forth in the Arkworld International (M)Arketing Manual, or a Distributors personal back office on the Arkworld's website.
2. Distributor is an Independent contractor (for all purposes, including tax and otherwise) and is not an employee, legal representative or agent of Arkworld, or of any other, than an Independent Arkworld Distributor.
3. Arkworld insofar as it is reasonably possible, will sell for cash to Distributor in whatever quantity Distributor may desire. Distributor understands that he/she may not purchase goods in excess value of £200 within seven (7) days of entering into this agreement.
4. For a period of two (2) years after termination of this agreement, the Distributor will hold in confidence any trade mark secrets, formulas, sales and distribution systems, business information and literature which Distributor acquired during the term of this agreement and will not use directly or indirectly these items.
5. Distributor will operate his/her business at all times in such manner as to enhance the reputation of Arkworld and its trade names.
6. Arkworld may in its absolute discretion immediately suspend, and or terminate the Distributor, by notice in writing to the Distributor in the event that Arkworld has reasonable grounds for believing that the distributor has breached any provision of this agreement, or the rules as set forth in the Arkworld (M)Arketing Manual or Distributor back Office.
7. Arkworld may in its absolute discretion and for any reason whatsoever suspend and/or terminate this agreement, giving (30) days notice in writing to the Distributor, which it is agreed will be sufficient notice.
8. Distributor has the right to terminate this agreement at any time, without penalty by submitting a witnessed letter of termination to Arkworld, giving 14 days notice.
9. Distributor and/or spouse must wait a minimum of one year from the date of termination of the Distributorship, before re-applying for another Arkworld Distributorship.
10. **A)** After a period of inactivity of three months, (90) days, by any Distributor of any sales volume, or Product orders from the company, Arkworld reserves the right to notify the said Distributor of this inactivity and hereby give forth thirty days notice to stay as an Active Arkworld Distributor, by the Distributor placing a product order with the company.
B) If after a period of inactivity of three months (90) days by any Distributor of any sales volume, or product orders from the company in any way and after Arkworld has notified the distributor of this, they fail to re-order within the thirty days proceeding this notice, giving a period of four (4) calendar months of inactivity in total, the said Distributor may be asked if they wish to remain as an Arkworld Distributor. If Distributor does not wish to remain as an Active Arkworld Distributor, their position may be made vacant to a new person to fill that vacant spot and join the company.
C) Distributor will only be allowed to join the company in a vacant spot providing there are no Active Distributors underneath that vacant position; otherwise they will be sponsored in the normal way as laid out in the (M) Arketing plan.
11. The Distributorship may not be assigned without consent of Arkworld, which consent can be withheld by Arkworld at its sole discretion.
12. Distributor understands that the signing of this agreement (whether on an Application for International Distributorship Form or as an Online Registration) and his or her purchase of either an International Distributor kit (I.D.K) or Online Registration Joining Fee, are all that are required to become an Arkworld Distributor. If this agreement is terminated within 90 days, in accordance with any part of clauses 6, 7, 8 and 9, the Distributor may return the I.D.K if one was purchased to his or her original sponsor who will provide a full refund.
13. **A)** Where this agreement is terminated in accordance with clauses 6, 7, 8 and 9, Distributor may return goods bought from Arkworld within 12 months of the date of termination to Arkworld, in good and resalable condition for a full refund, subject to clause 14 and with a reasonable handling charge.
B) Whatever party terminates this agreement shall be liable for any legitimate expenses incurred in connection with the return of goods to Arkworld for refund.
14. If Distributor is paid or credited with any earnings such as Royalty, Bonuses or Commission in respect of any goods purchased by the Distributor and Arkworld is required to repay part or whole of the purchase price for these goods, Arkworld shall have the right to require the Distributor to repay all sums paid or credited.
15. Arkworld shall not be held liable for any incidental or consequential damages caused by its breach, cancellation or suspension of this agreement, whether or not the possibility of such damages is known to Arkworld.
16. Distributor will become familiar with all relevant local laws, rules and regulations, including VAT and TAX requirements depending on the country to which the business is conducted.
17. This agreement is binding upon and incurs to the benefit of the parties, their heirs and successors in interest. If any provision of this agreement is found to be unenforceable or invalid for whatever reason, the validity of the remaining provisions shall not be so affected.
18. This agreement is governed by and shall be construed in accordance with English Law.
19. Distributor acknowledges that subject to the rules contained in the Arkworld (M) Arketing Manual or in the online Distributor Back Office there will be an Annual Processing Fee associated with this Distributorship.

U.K. law requires that all new Distributors be made aware of the following:

- A)** 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.
- B)** Do not be misled by claims that earnings are easily achieved.
- C)** Distributor will make no claims about any product, which have not been approved in writing by the Company.
- D)** Distributor will make no medical claims regarding any product.
- E)** Distributor will direct all customers to read the label of all products prior to purchase or consumption.
- F)** Distributor will advise customers under the care of a physician to consult the physician prior to purchase of any product.