

## Cerule Terms And Conditions

Please read and agree to the terms and conditions below before proceeding with your enrollment.

Cerule New Zealand Ltd (referred to hereinafter as "Cerule" or "the Company") is the promoter of this business in New Zealand and Australia. The products which are supplied under this scheme, are nutritional supplements and related products supplied by Cerule ("the Products") and such other products as Cerule may market from time to time. Sales of these Products are made by Cerule Business Owners who participate in the business as Independent Business Owners. The only financial obligation of the Business Owner during the period of twelve (12) months from the commencement date of the Agreement (as defined below) is to purchase a Sign Up Kit. The Business Owner has no further annual financial obligation and in particular has a free choice whether or not to purchase any Products.

I/we hereby apply to become a Cerule Business Owner ("Business Owner"). I/we confirm that the information given above is correct and that I/we am/are of legal age to enter into the Agreement as defined below. My/our signature(s) certifies that I/we have read the Terms and Conditions overleaf, the Pay Plan and the Policies and Procedures ("the Agreement") before signing the application and agreement form and that I/we understand (i) that there is no requirement beyond the receipt and acceptance by Cerule of the Application and Agreement form and the purchase of a Business Owner Kit to become a Cerule Business Owner, and (ii) that any purchases of Product inventory, sales aids, literature etc., are strictly voluntary. I/we agree to abide by the Terms and Conditions of the Agreement including the current Policies and Procedures and the Pay Plan and any other documents issued by Cerule from time to time, each such document as amended from time to time by Cerule. I/we also understand that if I/we choose to sponsor others to participate in the Cerule business opportunity, I/we will not receive any compensation whatsoever for the act of sponsoring or recruiting, and that I/we will be compensated based upon the activities of other Members only to the extent of orders taken and Products supplied.

I/we agree that Cerule may retain and process the personal information given by me/us to Cerule for purposes including the marketing commissions payable and performance of the Cerule business. Cerule may record this information manually and/or electronically and will be the data controller for this information. Cerule will ensure that the personal information given by me/us is accurate, kept up-to-date and available for correction if requested by me/us. Cerule may disclose and transfer such personal information to other members of the Cerule group of companies which are situated outside of New Zealand and Australia to other persons including other Cerule Business Owners for the purposes of Cerule's business. These persons may be situated in countries that do not have laws to protect personal information. Details of the companies and countries involved will be provided on request.

Trading Names, Companies, Trusts or Partnerships - If your business will be owned by a company, trust or partnership, or will be operated under a trading name (e.g. XYZ Enterprises Limited or John Doe and Associates), you must provide proof of your Business Entity incorporation and submit it with your online application.

Upon acceptance of the Agreement by Cerule New Zealand or Australia Limited ("Cerule") and in consideration of Cerule granting to me the non-exclusive right and privilege to purchase and promote Cerule Products and the Cerule Business Opportunity, I (including any joint Business Owner) hereby agree to the following Terms and Conditions:

1. I understand that as a Cerule Independent Business Owner I have those rights as set forth in these Terms and Conditions and in the Cerule Policies and Procedures and Pay Plan.

2. I agree to present the Cerule Pay Plan and Cerule Products as set forth in official Cerule literature and that I am liable for all statements I may make which deviate from such information issued by Cerule AND HEREBY INDEMNIFY CERULE FROM ANY LOSS, DAMAGES, CLAIMS, COSTS INCLUDING LEGAL FEES OR COURT COSTS OR FINES ARISING FROM UNAUTHORISED REPRESENTATIONS MADE BY ME.

3. I agree that as a Cerule Business Owner I am an independent contractor and not an employee, partner, joint venturer, legal representative, agent or franchisee of Cerule. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, accommodation, secretarial, office, telephone and other expenses. I understand that I have no legal right or authority to bind Cerule to any obligation, enter into any agreement, or to make representations or warranties on behalf of Cerule. I am responsible for the filing of all necessary tax returns and paying all applicable taxes due in relation to my Cerule business. Further, as an independent contractor,

I agree:

(a) to abide by any and all laws, rules and regulations, pertaining to the Agreement (and in particular the Fair Trading Act 1986 in New Zealand and the Trade Practices Act 1974 in Australia and/or pertaining to the promotion of Cerule Products;

(b) at my own expense, to make, execute or file all reports and obtain all licences (including if applicable, GST registration) as are required by law or public authority with respect to the Agreement, the sale of Cerule Products and/or the promotion of the Cerule Business Opportunity; and

(c) that if I personally enrol other Business Owners, I must use my best efforts to provide, if required, bona fide support and training of sponsored Business Owners and their team, which shall mean such activities as ongoing contact, communication, encouragement and support of my organisation including, but not limited to, providing information and training to sponsored Business Owner in connection with the legislative and regulatory requirements to be complied with in New Zealand and Australia.

4. I have carefully read and agree to comply with the Agreement. I understand that I must be in good standing, (not in breach of any of Cerule's terms and conditions and policies and procedures) and not in breach of the terms of the Agreement to be eligible for bonuses or commissions from Cerule. I understand that the Agreement may be amended at the sole discretion of Cerule, and appropriate notice will be given of any amendments and have the option to terminate this agreement if not agreed with. Notification of amendments shall be issued through reasonable commercial means, including but not limited to any of the following: posting on Cerule's website(www.Cerule.co.nz) e-mail to Business Owners, included in Cerule periodicals, and/or included in product orders, bonus cheque mailings, Business Owner Backoffices or other special mailings. Amendments shall become effective 30 days after publication except in the case of amendments to the Business Owner's financial obligations in which case such amendments shall be effective not less than thirty (30) days following the publication of the notice. My continued engagement in promoting Cerule Products, promoting the Cerule Business Opportunity, or accepting commissions, after notice of any revisions to the Agreement including in particular the Cerule Policies and Procedures and the Cerule Pay Plan shall constitute my agreement to such revisions and legally binding amendment of the Agreement including the Cerule Policies and Procedures and the Cerule Pay Plan.

5. The term of this agreement is one year. I understand that unless I have indicated otherwise on the front of this Business Owner Application and Agreement, the agreement shall automatically renew on the anniversary date and the renewal fee of NZ\$28 inc G.S.T or AU\$27 will be charged to my credit card identified on the front or withheld from my commissions in the anniversary month. One months notice will be given before this is implemented. If I have elected not to automatically renew the agreement, I understand that I must pay the renewal fee no later than 30 days after the anniversary date in order to renew the agreement. If I have had a recurring order in place for each month 12 months prior to my anniversary date the renewal fee will be waived. If I fail to annually renew my Cerule business, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a Business Owner, I shall not be eligible to sell Cerule products, and I also waive all rights, including but not limited to property rights, to my former downline organisation and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organisation. Business Owner may cancel this Agreement at any time, and for any reason, upon written notice to Cerule at its principal business address. Cerule may cancel this Agreement for any reason upon 30 days advance written notice to Business Owner.

6. No purchase or investment is necessary to become a Business Owner other than the purchase of a Sign Up Kit or equivalent in whatsoever format the company may offer from time to time. I understand and acknowledge that the purchase of any Cerule Products, promotional or sales aid literature or attendance at any Cerule sponsored training is entirely optional.

7. I will be remunerated in accordance with the Cerule Pay Plan as amended from time to time.

8. Cerule reserves the right to terminate all Business Owner Agreements upon 30 days notice if it elects to:

(1) cease business operations in New Zealand or Australia; (2) enter into a voluntary or involuntary liquidation or administration or winding up or any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over any part of its business or assets; or (3) terminate distribution of Cerule Products via direct selling channels in the UK or any other markets or territories in which Cerule does business. Cerule may cancel this Agreement for any reason with or without cause upon 30 days advance written notice to me, the procedure for such termination to be in accordance with the provisions set out in the Cerule Policies and Procedures.

9. Except where the obligation on me is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Business Owner Agreement, I understand that I shall be released from all future contractual liabilities towards Cerule on termination of the Agreement at any time.

10. I understand that I have the right within a period of fourteen (14) days, of entering into the Agreement to cancel the Agreement without penalty by written notice of termination and (i) to receive a refund of all monies paid by me in connection with joining the Cerule programme, (ii) to return any Cerule Products (including training and promotional materials, business manuals and kits) purchased within that period and which remain unsold provided that such unsold Cerule Products are in the condition in which they were in at the time of purchase, (whether or not their external wrappings have been broken) and to require Cerule to refund an amount equal to one hundred percent (100%) of any monies paid in respect of such Cerule Products.

11.(a) Where I terminate the Agreement more than fourteen (14) days after entering into it, I shall have the right to return to Cerule any Cerule Products I have purchased prior to such termination and which remain unsold and to receive from Cerule the price (inclusive of GST) which I paid for the Cerule Products, less

(i) in the case of any Cerule Products, the condition of which 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

(ii) a reasonable handling charge of ten per cent (10%) of the price.

(b) Where Cerule has terminated the Business Owner Agreement, I shall have the right to return to Cerule any Cerule Products I have purchase prior to such termination and which remain unsold and to receive from Cerule the price (inclusive of GST) which I had paid for the Cerule Products together with any costs incurred by me for returning the Cerule Products to Cerule.

12. Cerule shall be entitled to request proof of ownership, e.g. sale receipts for the Cerule Products that the Business Owner requires Cerule to buy back in accordance with the Agreement.

13. I understand and agree that bonuses or commissions paid to me on Cerule Products returned by or refunded to Business Owners in my organisation, within the preceding one hundred and twenty (120) days shall be repayable by me and may be deducted from my account with Cerule at any time where a Business Owner in my organisation terminates his/her Agreement or it is terminated by Cerule.

14. I agree that payments of refunds will be made in the same form as the original payment and in accordance with Cerule termination procedure in force from time to time.

15. I may not assign any rights or delegate any of my duties under the Agreement without the prior written consent of Cerule. Cerule Business Partnerships may only be acquired by or sold, transferred or assigned to Cerule, the Primary Business Owner's active upline Sponsors, or a non-Cerule Independent Business Owner. Any attempt to transfer or assign the Agreement without the express written consent of Cerule renders the Agreement voidable at the option of Cerule and may result in termination of the Agreement.

16. I understand that if I fail to comply with the terms of the Agreement, or if I engage in any conduct which is deceptive, fraudulent, disreputable, or that may, in Cerule's sole discretion, damage Cerule's reputation, Cerule may, at its discretion, impose upon me enforcement action as set forth in the Cerule Policies and Procedures.

17. CERULE, ITS PARENT OR AFFILIATED COMPANIES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, ASSIGNS, AND AGENTS (COLLECTIVELY REFERRED TO AS "AFFILIATES"), SHALL NOT BE LIABLE FOR, AND I RELEASE CERULE AND ITS AFFILIATES FROM, ALL CLAIMS FOR LOSS, DAMAGES, COSTS INCLUDING LEGAL FEES OR COURT COSTS OR FINES ARISING FROM THE AGREEMENT. I FURTHER AGREE TO RELEASE CERULE AND ITS AFFILIATES FROM ALL LIABILITY ARISING FROM OR RELATING TO THE PROMOTION OR OPERATION OF MY CERULE BUSINESS AND ANY ACTIVITIES RELATED TO IT (INCLUDING BUT NOT LIMITED TO, THE PRESENTATION OF CERULE PRODUCTS OR THE CERULE PAY PLAN, THE OPERATION OF A MOTOR VEHICLE, THE LEASE OF MEETING OR TRAINING FACILITIES, ETC.), AND AGREE TO INDEMNIFY CERULE FOR ANY LOSS, LIABILITY, DAMAGES, COSTS INCLUDING LEGAL COSTS OR COURT COSTS, FINES, PENALTIES, OR OTHER AWARDS ARISING FROM ANY UNAUTHORISED CONDUCT THAT I UNDERTAKE IN OPERATING MY BUSINESS.

18. The Agreement, in its current form and as amended from time to time by Cerule at its discretion, constitutes the entire contract between Cerule and myself. Any additional promises, representations, warranties, offers, or other communications of any kind not expressly set forth in the Agreement are of no force or effect.

19. Any waiver by Cerule of any breach of the Agreement must be in writing and signed by an authorised officer of Cerule. No failure to exercise and no delay in exercising on the part of Cerule, any right under the Agreement shall operate as a waiver thereof. Waiver by Cerule of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.

20. If any provision of the Agreement is held to be illegal, invalid or unenforceable in whole or in part, such provision shall be reformed only to the extent necessary to make it enforceable or to that extent shall be deemed not to form part of the Agreement and the balance of the Agreement will remain in full force and effect.

21. Any notice or other written communication given under or in connection with the Agreement may be delivered personally or sent by first class post to Cerule at the address shown on the Business Owner Application Form or such other address notified from time to time by such party to the other.

22. The Contracts Privity Act 1982 is hereby excluded and shall not apply to this Agreement.

23. The Terms and Conditions of the Agreement and any dispute arising thereunder shall be governed by New Zealand law and the parties hereby submit to the exclusive jurisdiction of the New Zealand courts.

24. I authorise Cerule to use my name, photograph, personal story and/or likeness in advertising or promotional materials and I/we waive all claims for remuneration for such use.

25. A faxed copy of the Agreement shall be treated as an original in all respects.

I certify that I am of legal age (the age of majority) for the state/province in which I reside. I have carefully read the terms and conditions above, the Cerule Policies and Procedures, and the Cerule Pay Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my Cerule independent business at any time, with or without reason, by sending written notice to the Company at the above address.