



**APPLICANT'S DECLARATION AND SIGNATURE**

Please read carefully the contractual terms and conditions attached together with this form before signing the Independent Distributor Application Form. They define the relation between you as an Independent Distributor and the company, DXN GLOBAL MARKETING NIGERIA LIMITED.

- ☐
 I declare that all information and details given above are true and correct. Should there be any false information given, the company reserves the right to reject the application or terminate the distributorship at any time without prior notice.
- ☐
 I declare that I have not been active for the past 12 consecutive months and I have never joined DXN at the time of this application.
- ☐
 I understand that I will be a valid DXN Independent Distributor upon approval of this application.
- ☐
 I agree that DXN may send news, information about products, promotion, marketing activities and events to my e-mail and / or contact address. This agreement can be revoked at any time in writing.
- ☐
 I acknowledge that I have read, understood and agreed to abide by the DXN Distributorship Rules & Regulations, Privacy Policy and Contractual Terms and Conditions of the company, including its amendments/modifications thereafter.
- ☐
 I declare that I am aware of the fact that the company is not responsible for any tax payments, duties or liabilities of my personal taxes and in no case I will demand from DXN to do, or to pay or to compensate any of my duties instead of me.

By your signature you express your approval with the specified terms.

Signature of Applicant

Date

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For DXN Office Use Only

New Distributorship Code

Processed by

Date

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## Contractual Terms & Conditions of Independent Distributor Application

These Contractual Terms and Conditions hereunder shall constitute part of the Independent Distributor Application along with all annexes, including DNX Distributorship Rules & Regulations [hereinafter referred to as "R&R"], DNX Remuneration Plan, Code of Conduct and any other policies/literatures that may be issued or modified from time to time.

The approval of the Independent Distributor Application along with all annexes represents a valid and in force agreement [hereinafter referred to as "**Contract**"] between the Applicant [hereinafter referred to as "**Independent Distributor**"] and DNX GLOBAL MARKETING NIGERIA LIMITED (RC 1343396). [hereinafter referred to as "**DXN**"], effective on the same date indicated on the Welcome Letter upon acceptance and processing of Independent Distributor Application.

The execution of the rights and obligations pursuant to the Independent Distributor Application including all annexes are subject to the laws of Nigeria. DXN may unilaterally approve or reject the application.

**1. Approval.** By signing and submitting the Independent Distributor Application Form, the Applicant irrevocably agrees to observe and be bound by this Contract including all annexes hereto. The Applicant becomes an Independent Distributor upon approval of the application from DXN via delivery of consent along with the unique DXN Distributor Code to the Applicant. Once the application is approved, the new Independent Distributor may acquire a starter kit containing forms, information brochures, and other materials needed to develop his business. This starter kit is sold by DXN at a reasonable price. If DXN rejects the application, the Applicant will be notified accordingly.

**2. Conditions .A** Contract is formed between the Independent Distributor and DXN upon approval of the Independent Distributor Application. The Contract shall be automatically renewed annually, except where the Independent Distributor fails to make at least a single specific purchase with Point Value (PV) within a calendar year; in which case the Contract shall expire on 31 December of that year. The re-approval of the mutual rights and obligations of the Independent Distributor and DXN is possible under the conditions defined in the clause 3 of the R&R. In particular, both parties can terminate the Contract at any time until the end of current month, within a period notice of **fourteen (14) days** from the date entering into it. All fees in connection with Independent Distributor Application may be recovered to the Applicant, on the condition that Applicant returns all products and literatures given as part of the application in a commercially re-saleable condition to DXN.

The Applicant confirms he/she has received, read, understood and covenants to follow the contractual obligations pursuant to this Contract between the Independent Distributor and DXN.

**3. Changes to condition.** The Independent Distributor agrees that DXN may unilaterally change the provisions of this Contract, pursuant to clause 29 of the DXN R&R, provided that DXN shall give the Independent Distributor notice of such changes and the Independent Distributor shall notify DXN in writing of any lack of consent to such changes within a period of **fourteen (14) days** from the said notice date.

**4. Assignment of Rights and Obligations.** The Independent Distributor cannot assign, delegate or transfer any of the rights and obligations that arise in connection to this Contract with the exception of the manner explicitly defined in the clause 21 of the DXN R&R.

**5. Obligations and Standing of the Independent Distributor. Nothing herein shall be construed to create any relationship of employer and employee, agent and principal, partnership or joint venture between** the Independent Distributor and DXN. The Independent Distributor is an independent contractor for the purposes of this contract. The Independent Distributor shall not assume, either directly or indirectly, any liability of or for DXN, nor have the authority to bind or obligate DXN or represent that it has such authority. The Independent Distributor covenants to refrain from acting in any manner that may affect the goodwill or reputation of DXN, or other Independent Distributors or damage the goodwill or reputation of the DXN commercial names and DXN Trademarks. The Independent Distributor shall responsible for its own legal, accounting and other costs in connection with the transaction contemplated by this Contract. The Independent Distributor shall comply with all state and federal laws and regulations in respect of its independent business and shall pay his/her own federal, state and other local taxes incurred in his/her performance of this Contract. The Independent Distributor is not obliged to expend any time or money for DXN and DXN is not obliged to provide the Independent Distributor with any compensation for time or costs incurred in connection with its business activities as an Independent Distributor.

The Independent Distributor may appoint sub-agents, sub-distributors, sub-representatives or other persons to act on the Independent Distributor's behalf or to otherwise perform any of the Independent Distributor's obligations under this Contract; provided that (i) any compensation to sub-agent, sub-distributor, sub-representative or other person to act on the Independent Distributor's behalf or to otherwise perform any of the Independent Distributor's obligation shall be solely the Independent Distributor's responsibility,

and (ii) such appointment does not deprive DXN of the essential rights to which it is entitled under this Contract. Any Agreement with such sub-agent, sub-distributor, sub-representative or other person shall contain terms which hold them to the obligations of the Independent Distributor created under this Contract. The Independent Distributor acknowledges that DXN does not grant the rights to use the DXN name, logo or any DXN markings shown on any DXN documentation or any other intellectual property rights, such as Patents, Trademarks and Copyrights of DXN. The Independent Distributor covenants not to take any actions that could breach such rights, threaten the DXN name, reputation or its markings with goodwill associated therewith. The Independent Distributor will also refrain from using any trademarks or branded services that are similar to the trademarks and branded services offered by DXN or promote, sell, use or fraudulently connect third party services and products with DXN's goodwill or markings.

**6. Remuneration.** The commission or bonus will be calculated and paid in accordance to the rules specified in DXN Remuneration Plan including but not limited to Marketing Plan (MP) and Icing on the Cake Plan (IOC). Each Independent Distributor shall acknowledge their full responsibility to comply with Nigeria Tax Laws, as well as other health and social requirements under Nigerian Law, within the specified deadlines. The Independent Distributor is required to inform and update DXN of their tax liability status and any changes at later stage in relation to their commercial activity. DXN retains the rights to adjust the level of remuneration, the method of its calculation and payment, respectively, returning part of the remuneration for detention, incentive program conditions and the detention, postponement or cancellation of other remuneration, commissions and authorizations in the cases defined in the DXN R&R.

**7. Limitations.** The Independent Distributor acknowledges that he/she is permitted to sell DXN products pursuant to this Contract only within the territory of Nigeria on a non-exclusive basis and the Independent Distributors undertakes not to make any representation to the contrary to any third parties. The Independent Distributor acknowledges that the sale or distribution of DXN products manufactured for the market of a specific country in any other country without written permission is strictly forbidden. The Independent Distributor further acknowledges that it is strictly forbidden to sell or display DXN products in grocery stores, supermarkets and hypermarkets or in armed forces stores, public market places or on any online platforms which do not belong to DXN or are not authorised by DXN.

The Independent Distributor shall indemnifies DXN against any damages incurred by DXN in connection with false or incomplete declarations or information transmitted by the Independent Distributor to any third party. The Independent Distributor shall not directly or indirectly participate in or have an interest in any other direct sales or direct marketing company and shall refrain from any other activities that may have a negative impact on the interests of DXN. The Independent Distributor shall not from directly or indirectly promote any direct sales company or its products; nor join any other marketing sales network which distributes products and services that compete with DXN products and services.

**8. Contract Termination.** The contractual relationship may expire pursuant to provision 2 of this Contract. DXN may suspend or terminate the authorization of the Independent Distributor in the cases defined in the DXN R&R.

**9. General.** If any provision of this Contract is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected. If provisions in these Contract different from those in the DXN R&R, the DXN R&R shall prevail.

### **10. Privacy Policy**

**10.1.** Personal data include name, address, telephone number and e-mail address as given by the Independent Distributor on his/her application form, these data will be saved and processed by DXN only insofar as necessary for the execution of contractual obligations.

**10.2.** The Independent Distributor agrees that DXN shall make his/her data available both locally and internationally to other distributors of the DXN Sales and Distribution Organisation and to the member companies of DXN Group. This is for the purpose of handling cooperation as well as for the international execution of the DXN sales and distribution system. DXN will ensure the usage of the data is protected under data protection law of Nigeria.

**10.3** Any personal data from interested parties or potential customers collated by the Independent Distributor under the terms of this Contract, shall be handled confidentially and processed or used exclusively for the performance of his/her obligations under this Contract. In particular, the Independent Distributor shall not allow access of third parties to such data in any way.

**10.4.** The Independent Distributor are prohibited from the use of personal data of DXN customers' for purposes other than provided for under this Contract.

**10.5.** The obligations under this Clause 10 shall continue to be in effect after termination of this Contract.

**11. English Version Shall Prevail.** Should there be any translations into other languages, English language shall prevail.

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