

INDEPENDENT DISTRIBUTOR AGREEMENT

1. DEFINITIONS

- 1.1. Supplier – First Light Natural Health[®].
- 1.2. Products – First Light Natural Health[®] products.
- 1.3. Customers – members of general public; end users.
- 1.4. Independent Distributor – a person or a company who agrees to promote and sell the Products on their own behalf directly to Customers.
- 1.5. Overseas – Any country other than New Zealand

2. MARKETING OF THE PRODUCTS

- 2.1. The Independent Distributor agrees to use their best endeavors (best efforts, knowledge, resources, experience) to market and sell the Products directly to Customers.
- 2.2. The Supplier agrees to provide practical co-operation and support to the Independent Distributor by:
 - 2.2.1. Permitting the Independent Distributor to use the specified intellectual property of the Supplier for the purpose of promoting and selling the Products. The Supplier's intellectual property includes but is not limited to First Light Natural Health[®] and all its products.
 - 2.2.2. Providing the Independent Distributor the files and graphics for marketing materials, which in the opinion of the Supplier would assist the Independent Distributor in the promotion and sales of the Products.
 - 2.2.2.1. Marketing materials are accessible in 'Resources' under 'My Account' on the First Light Natural Health[®] website.
 - 2.2.2.2. All marketing material is copyright and remains the intellectual property of the Supplier.
- 2.3. The Independent Distributor may use information contained in the First Light Natural Health[®] website as it is written for listing the Products on their own website/s and in other marketing mediums for the sole purpose of promoting and advertising the Products for sale.
- 2.4. The Independent Distributor undertakes not to use the Supplier's intellectual property and know-how for any purpose other than for the distribution of the Products.
- 2.5. The Independent Distributor agrees to sell the Products in their original packaging.
- 2.6. Use of the Supplier's trade mark, copyright and product names:
 - 2.6.1. The Supplier's written material is protected under copyright law. When quoting, using or reproducing any of the Supplier's written material, the Independent Distributor must cite the source of the information accurately, e.g. First Light Natural Health[®] Crisis Support©.

2.6.2. The Independent Distributor must display the First Light Natural Health[®] brand name and product names in the following formats when referring to the Products and Supplier in written material:

- First Light Natural Health[®]
- First Light Natural Health[®] Crisis Support©
- First Light Natural Health[®] De-Stress Support©
- First Light Natural Health[®] De-Tox Support©
- First Light Natural Health[®] Sleep Support©
- First Light Natural Health[®] Travel Support©
- First Light Natural Health[®] Weight Support©
- First Light Natural Health[®] Happy Kids Kit©
- First Light Natural Health[®] Healthy Teens Kit©
- First Light Natural Health[®] Wellbeing©
- First Light Natural Health[®] Mother and Baby Kit©
- First Light Natural Health[®] Therapist and Caregiver Kit©
- First Light Natural Health[®] Recovery Kit©
- First Light Natural Health[®] Aura Clear Support©
- First Light Natural Health[®] Birth Support©
- First Light Natural Health[®] Calm Kids Support©
- First Light Natural Health[®] Chakra Balance Support©
- First Light Natural Health[®] Client Focus Support©
- First Light Natural Health[®] Confident Kids Support©
- First Light Natural Health[®] Confident Teens Support©
- First Light Natural Health[®] Creative Kids Support©
- First Light Natural Health[®] Mothers Support©
- First Light Natural Health[®] New Beginnings Support©
- First Light Natural Health[®] Self-Care Support©
- First Light Natural Health[®] Stressed Teens Support©
- First Light Natural Health[®] Strong Teens Support©
- First Light Natural Health[®] Trauma Support©

3. LEGAL RELATIONSHIP

3.1. The Independent Distributor operates entirely on their own behalf and in no capacity or form represents the Supplier. The Independent Distributor buys and on-sells the Products in their own name (their company name) and for their own distribution. The Independent Distributor acts as an independent trader between the Supplier and Customers. The Independent Distributor is not authorised to act in any manner in the name or under the authority of the Supplier.

- 3.2. Unless otherwise arranged and permission is received in writing from the Supplier, the Independent Distributor agrees not to sell or promote the Products to other businesses who will on-sell them at a profit, e.g. retail stores, hair and beauty salons, etc. The distributor agrees to only promote and supply the Products to Customers for personal use.
- 3.3. Both Supplier and Independent Distributor agree, during the continuance of this agreement and for an unrestricted period thereafter, not to disclose each other's confidential information, price calculations, specifications, know-how or any other technical or commercial data to any third party, or use said confidential material in such a way as to be harmful, detrimental or competitive to the other party.

4. MAKING CLAIMS

- 4.1. In adherence with the Ministry of Health regulations, no claims can be made regarding any physical or mental benefits from using the Products. Any Independent Distributor who makes such claims will have their Distributor account closed and Distributor privileges revoked with immediate effect.
- 4.2. The Supplier cannot be held legally liable for any actions (non-actions) or claims made by the Independent Distributor. The Independent Distributor agrees to indemnify and hold the Supplier harmless from any and all liability, claims and demands that may result from their actions.

5. UNFAIR COMPETITION AND INFRINGEMENT

- 5.1. The Independent Distributor shall inform the Supplier of all acts of unfair competition and of all infringements of intellectual property, trademarks or similar rights of the Supplier as this information comes to their notice. The Independent Distributor shall assist to the best of their ability to protect the Products against such acts of infringement.

6. PRICES, ORDERS AND PAYMENTS

- 6.1. The Independent Distributor agrees to place the first minimum order for any 18 products to the value of \$289.70 (including wholesale discount and including GST) within 1 week of their Independent Distributorship being approved.
- 6.2. In the event of price change, the Supplier will give the Independent Distributor a 30 day notice and will issue a new price list. The Independent Distributor may not advertise the products for sale at a discounted rate on any general public website or general public social media page.
- 6.3. The price list includes a Recommended Retail Price (RRP). This is a suggested price for distribution of the Products to Customers within New Zealand.
- 6.4. The Supplier dispatches the Products on receipt of payment.
- 6.5. Payments to the Supplier to be made in NZD.

7. OFFERING THE PRODUCTS FOR SALE OVERSEAS

- 7.1. The Independent Distributor is responsible for any customs, taxes, charges and/or any costs incurred upon taking or shipping the Products overseas.

- 7.2. The Independent Distributor is responsible for finding out what they can and cannot legally do in the country they are selling the Products in. The Independent Distributor, at their own expense, is responsible for obtaining, maintaining and abiding by all the legal requirements, regulatory approvals and or clearances if and as required by law or regulations in the country they are selling the Products in.
- 7.3. The Independent Distributor agrees to indemnify and hold the Supplier harmless from any and all liability, claims, demands or requirements imposed by federal or state law of the country where the Independent Distributor is trading.
- 7.4. The Independent Distributor shall be free to set their own retail price outside of New Zealand, unless otherwise instructed by the Supplier.
- 7.5. The Independent Distributor trading overseas agrees to abide and follow all the guidelines set out in this Independent Distributor Agreement.

8. PRODUCT DEVELOPMENTS

- 8.1. The Supplier from time to time may make new releases or new developments or changes related to the Products. The Supplier will inform the Independent Distributor about such releases and developments as soon as reasonably possible after they become commercially available.

9. GUARANTEE AND LIABILITIES

- 9.1. The Supplier guarantees the Products in accordance with all relevant law and local standards.
- 9.2. Any damage resulting from the improper storage, use and display of the Products by the Independent Distributor is not covered by the guarantee.

10. TERMINATION

- 10.1. Any one of the parties can terminate this agreement in writing giving the other party at least 14 days written notice.
- 10.2. The Independent Distributor Agreement will be automatically terminated, if the Independent Distributor does not order products to the same or greater value of their initial order in any 12 month cycle from that initial order.
- 10.3. The Supplier reserves the right to terminate the agreement if the Independent Distributor does not comply with the terms of the agreement.
- 10.4. Upon the termination of this Agreement, the Independent Distributor undertakes to cease all and any use of the intellectual property of the Supplier acknowledging that all technical or commercial information has been made available to the Independent Distributor in strict confidence for the performance of this agreement and does not extend beyond.
- 10.5. On termination of this agreement, the Independent Distributor no longer has the right to purchase the Products at the wholesale price and to on-sell them. The Independent Distributor may dispense with the Products that they are holding in stock at the termination of this Agreement at their own discretion.

11. FINAL ARRANGEMENTS

- 11.1. Promoting and selling the Products is deemed acceptance of the Independent Distributor Agreement.