

RESELLER AGREEMENT APPLICATION

Applicant must be over 18 years of age. No more than TWO names per agreement.
Please print clearly and complete all sections of the application.
See full terms and conditions overleaf.

Application Date: _____

Primary Applicant Details: (your name, not business name)

Title: _____

First Name: _____

Last Name: _____

Billing Address:

Address: _____

Address: _____

Town: _____

County: _____

Postcode: _____

Contact Details:

Phone (Work): _____

Phone (Home): _____

Phone (Mobile): _____

Email: _____

Web: www. _____

Joint Applicant: (If applicable)

Title: _____

First Name: _____

Last Name: _____

Business Details: (If applicable)

Company Name: _____

VAT No. _____

Company Reg. No. _____

Alternative Delivery Address: (If different from billing address – The address must be in the United Kingdom or Channel Isles).

Address: _____

Address: _____

Town: _____

County: _____

Postcode: _____

Contact at this Address:

Title: _____

First Name: _____

Last Name: _____

***WEBSITE LISTING**

Cost: £5.00 per month inclusive of VAT to be paid by monthly standing order. Minimum contract 12 months.

Body and Mind Studio® (The Company) are the exclusive UK importer of the **Pharmaid®** range of Greek Skin and Haircare Products. To help you as a retailer, we are offering you (The Reseller) the chance to advertise yourself on our website with your full contact details and link to your website from here:- <http://bodyandmindstudio.co.uk/organic-skin-hair-care/uk-retailers/> - it's a must for all serious business people. Please tick the box below if you wish this to be included as part of your application.

I/we wish to be listed on the above website as a UK retailer

If yes, please enter your website listing details here:

Business Name: _____

Business Details:

Contact Name: _____

Address: _____

Address: _____

Town: _____

County: _____

Postcode: _____

Tel: _____

Website: www. _____

Products to be sold: (Circle all to be sold)

Athena's Treasures® : YES / NO **Aloe Treasures:** YES / NO

Argan Treasures: YES / NO **Dream Tan®** : YES / NO

Pharmaid® Wellness: YES / NO

Annual Renewal:

The Company will automatically renew this agreement every 12 months on condition that an order is placed by The Reseller with The Company at least once every three months from the date of this agreement. The order should be to the minimum value of £50.00 exclusive of VAT and carriage charges. Accounts that show no activity within three calendar months of the activation date of this agreement may be closed without notice.

The Agreement:

I hereby understand and accept all of the terms of the **Body and Mind Studio®** Reseller Agreement and confirm that I am 18 years of age or older, and that the details given in this application are correct. I understand that by signing this application I agree to abide by all terms and conditions within this agreement. I hereby apply to become an Independent Reseller of the Pharmaid range of Greek Skin and Hair Care products, supplied by The Company in the United Kingdom. If you sign this agreement, you have 14 days in which to cancel from the date of signature.

Signatures: **Applicant** **Joint Applicant** (if applicable)

Date **Paul J. Hopfensperger, Managing Director**
Accepted for and on behalf of Body and Mind Studio Limited,
t/a **Body and mind Studio®**

OFFICE USE ONLY

Date Received: _____

Processed by: _____

Account No. _____

***Terms and conditions apply:** Subscription to The Company's website service does not guarantee sales or income. As an Authorised Reseller you must provide an active email address to receive account confirmation updates. If you unsubscribe from The Company's emails you will not receive renewal reminders and other essential information. The Company will automatically renew this agreement every 12 months unless the Reseller instructs the company not to do so, in writing at least 10 days before the renewal date, or cancels their account, or the agreement is terminated by The Company.

Body and Mind Studio Limited t/a Body and Mind Studio® The Wellness Centre 16 Risbygate Street Bury St Edmunds Suffolk IP33 3AA United Kingdom

Tel: 01284 756 444 Web: www.BodyandMindStudio.co.uk E-mail: mail@BodyandMindStudio.co.uk

Company Incorporated and Registered in the UK Company Registration Number 6757605 VAT Number: GB 197 8765 27

BODY AND MIND STUDIO® RESELLER AGREEMENT

This is an application to become an **Authorised Reseller of Body and Mind Studio Limited t/a Body and Mind Studio®**, trading from **The Wellness Centre, 16 Risbygate Street, Bury St Edmunds, Suffolk, IP33 3AA, United Kingdom.**

Body and Mind Studio® is the exclusive importer of the **Pharmaid®** range of Greek Skin and Hair Care products into the United Kingdom and Channel Isles. The goods that are sold under this agreement are the **Athena's Treasures®, Aloe Treasures, Argan Treasures, Dream Tan®, Pharmaid® Wellness Products**, and other related products supplied by **Pharmaid®**, Kandyli Str, Ialysos 85101, Rhodes, Dodekanese, Greece.

By submitting this Reseller Agreement, the applicant confirms that he/she has received a copy of this Agreement, and has read, understands and accepts all of the Terms and Conditions contained within the Agreement.

TERMS AND CONDITIONS

Definitions:

"**Agreement**" means this agreement and any annexes to this agreement.

"**Products**" means all **Pharmaid®** products available in the **Body and Mind Studio®** range.

"**Territory**" means the United Kingdom (UK) and Channel Islands.

"**The Company**" means **Body and Mind Studio Limited t/a Body and Mind Studio®**.

"**The Reseller**" means the individual(s)/company signing this agreement.

1. The applicant(s) must be 18 years of age or over.
2. This agreement, if accepted, is effective from the date of signing, and upon acceptance of the agreement The Company will grant to the Reseller a non-exclusive right to market and sell the Products in the Territory. The Company reserves the right to refuse any application, or re-application for a Reseller Account. If accepted, an account number and authorised Reseller logo will be supplied by The Company which should be promoted on the Reseller's website(s) and/or marketing literature if applicable.
3. The Authorised Reseller may sell and promote The Company's goods strictly in the authorised Territory, in accordance with the terms and conditions as set out in this Agreement.
4. An initial investment fee is required to become a Reseller. This will be a minimum purchase of £50.00 excluding VAT, and any carriage charge(s) which may be applicable, of Products from The Company.
5. The Reseller is an independent contractor responsible for his/her own business, and is not an employee, partner, agent or joint venture of or with The Company. The Reseller may not create or incur any liability and/or obligation of any kind in the name of The Company. The Reseller recognises its position as an organisation independent of The Company and agrees as such that it shall not act in any way or manner as an authorised representative and/or agent of The Company nor shall it make any misleading statement or similar that may cause traders and/or customers to believe that the reseller is a legal representative and/or agent of The Company.
6. The Company maintains the right to modify these Terms and Conditions, its Policies & Procedures, Reseller Earning Plan, Product Prices and other literature at its discretion, without notice, and The Reseller shall be bound by such changes.
7. Notification of such changes, if given, may be made via company literature, mail, email, Company website(s), telephone or text message(s).
8. When attending any meeting, convention, training or event that the Company may hold, The Reseller or his/her representatives may not promote or sell to existing or prospective Resellers, any products, services or business opportunities not directly associated with The Company.
9. The Reseller agrees to conduct themselves in an ethical, polite and professional manner, and not bring The Company, or any Company Authorised Resellers, into disrepute.

Annual Agreement Renewal

10. This Reseller Agreement expires annually on the anniversary of your application. The Company will automatically renew your agreement as long as an order of Products has been placed by The Reseller at least once every three months of at least £50.00 excluding VAT, and any carriage charge(s) which may be applicable.
11. Failure to renew by the Agreement expiry date will end the Agreement and will result in a loss of Reseller benefits including, but not limited to all rights and privileges, discounts and use of the authorised Reseller Logo.
12. At each annual Renewal the Reseller shall agree to the then current Terms and Conditions, Policies & Procedures and Reseller Earning Plan.

Cancellation and Account Closure within 14 Days

- 13.1 Within 14 days of signing this agreement The Reseller may cancel this Agreement by giving written notice by recorded delivery mail to The Company's registered office as given overleaf, (or such alternative address as The Company may specify) and;
 - 13.1.1 recover from The Company any money which The Reseller has paid to or for the benefit of The Company or another Reseller, or third party supplier, in connection with The Reseller's participation in the agreement; and;

- 13.1.2 return to The Company's address (at The Reseller's own cost) any goods which The Reseller has purchased under the agreement within such 14 day period, and which remains unsold and recover any monies paid in respect of such goods, provided that such goods remain in the condition in which they were in at the time of purchase and;

- 13.1.3 cancel any services that have been ordered under the agreement and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to The Reseller.

- 13.2 The Company shall repay such monies within a reasonable period of time after the date of receipt of the notice of cancellation or receipt of the goods (as the case may be) and shall not make a handling charge.

Termination

14. The Company reserves the right to terminate this Agreement at any time, at its own discretion, by giving written notice to The Reseller.
15. If this agreement is terminated for any reason, The Reseller will have the right to be released from all future contractual liabilities toward The Company in relation to this agreement except;
 - (a) Liabilities relating to payments made to The Reseller under contracts which The Reseller has made as an agent for The Company (if any); and
 - (b) Any liability to pay the price of goods or services already supplied to The Reseller by The Company where The Reseller has not returned such goods to The Company in accordance with clauses 13.1.1, 13.1.2, 13.1.3,
 - (c) The provisions of the Policies & Procedures, which relate to competition with the business of The Company after termination of the Agreement and which shall remain in force after the date of termination; and
 - (d) Any liability to refund monies under clause 16.
16. On termination of this agreement, for whatever reason, The Reseller shall be entitled to retain any monies paid to The Reseller in accordance with this agreement unless:
 - (a) the monies were paid in respect of goods returned to The Company.
 - (b) The Company has refunded any monies due to The Reseller in accordance with clauses 13.1.1, 13.1.2, 13.1.3, and 16; and
 - (c) repayment of monies is claimed within 120 days of the date of having been made, in which case The Reseller shall repay such monies to The Company forthwith on demand, or The Company may offset the amount of such monies against amounts due from it to The Reseller.
17. Any notice given under this termination clause, may be given by post to the address of the parties set out overleaf or to such other address as shall have been notified from time to time in writing by one party or another, or by email to the email address provided by The Reseller, shall result in the period of notice commencing to run from the day when such notice is posted.

Ordering Products and Payment Details

18. Orders of Products from The Reseller to The Company should be e-mailed by The Reseller to The Company using the e-mail address: mail@bodyandmindstudio.co.uk
19. The Company will e-mail an invoice to The Reseller which should be paid by The Reseller directly into The Company's bank account by Bank Transfer, or by cash in person to a duly authorised representative of The Company at The Company's registered office or trading address where a receipt will be given. Products will not be shipped by The Company to The Reseller until payment in cleared funds have been received by The Company from The Reseller.
20. The Reseller will be entitled to discounts of The Products of between 25% and 40% of The Company's recommended retail prices, depending on The Reseller's current discount level. Discount levels are set out in The Company's 'Reseller Plan' document, copies of which are available on request.

Returns Policy

21. The Company sells Products to Authorised Resellers on a business to business basis, and as such, products are non-returnable. This does not affect your statutory rights.

Primary Applicant's Signature :

The Company's Authorised Signatory: