

## SAFERHOME ADVANTAGE ASSOCIATE AGREEMENT TERMS AND CONDITIONS

Saferhome Advantage International Limited (the "Company") of Unit 7D, Drum Industrial Estate, Birtley, Chester le Street, Durham DH2 1AG, promotes this online web based system under which sales of Fire Safety Education and Solutions and such other services and products as may be provided by the Company ("Services") are effected by the participants in the system as marketing agents for the Company. This Agreement is made between the applicant and the Company, and the Company shall have the right in its sole discretion to reject any application.

### Appointment and Status

1. Only authorised Saferhome Associates have the right to promote, purchase and sell the Saferhome services and/or products or participate in the Saferhome Sales Programme (as described in the Marketing Plan).
2. On acceptance of this Agreement by the Company you are appointed a Saferhome Associate and whilst you remain so you are entitled to promote and market the Services in the United Kingdom and to sponsor other persons to do the same.
3. You agree that you are a self employed independent contractor and are not employed by, a general agent of, or partner of the Company and you have no power of authority to bind the Company or to negotiate, make representations or incur liability on its behalf and you will not purport to do so. As an independent contractor you are responsible for all expenses you incur in running your business including, where applicable, National Insurance Contributions and Income Taxes and for filing all necessary returns and keeping such records as are necessary to ensure the proper assessment and payment of tax.
4. A Business Associate shall not under any circumstances make any payment nor undertake to make any payment exceeding £200 inc. VAT during the 14 day period after entering into this Agreement.
5. Upon entry into this Agreement the Associate shall pay to the Company the sum of £75 inclusive of VAT to cover the cost of this registration and the Business Package. There is no other financial obligation in the 12 months following the commencement date of the Agreement. The purchase of any goods and / or services is entirely optional

### Rights and Obligations

6. You are entitled to market, promote, purchase and sell the Services and collect orders for them on the Company's terms of sale current for the time being from customers obtained by the person to person direct selling method.
7. The Company agrees that it will utilise its reasonable efforts to accept and fulfil the orders obtained by you within a reasonable time from payment. The Company has the right to alter the price, range and specification of its services and products at any time at its discretion.
8. Saferhome pays no commissions or bonuses whatsoever for sponsoring new Associates. Saferhome only pays commissions on the sale of the Business Package and Educational Fire safety CD.
9. You are entitled to sponsor other persons as Associates if they are resident in the United Kingdom. The Company agrees to pay you commission for sales made to persons directly or indirectly introduced by you as set out in the Marketing Plan. Upon written notice the Company has the right to change the Marketing Plan and the commission rates and the events in respect of which it will pay commission. If you sponsor other Associates you agree to use your best efforts to provide on an on-going basis bona fide support to them and their team, including but not limited to ongoing contact, communication, encouragement and support.
10. The Company may set off any amount due to it from any amount due from the Company to you. You will reimburse the Company any bonus or other benefit received by you in respect of Services or goods which are subsequently returned, cancelled or refused and will reimburse the Company any exceptional charges incurred in processing any payment received from you, including charges arising out of any need to represent any cheque.

11. You may not advertise in any media, use any of the Company's trade marks, names or brands (except when distributing literature provided by the Company) or produce any material for Saferhome Associates without the Company's prior written consent, which it may give in its absolute discretion.

### Termination

12. You may terminate this Agreement whenever you wish without charge simply by giving written notice to the Company to that effect. The Company may terminate this Agreement without notice at any time if you break its terms and may terminate it otherwise by giving you no less than 14 days written notice.
13. Your appointment as an Saferhome Associate will automatically come to an end 12 months from the date of this Application. You may apply for renewal of this Agreement, on terms then applying, for successive one year terms by paying the Annual Registration fee of £75 (inclusive of VAT.). The Company reserves the right to accept or reject a renewal application.
14. You have the right within 14 days of entering into this Agreement to cancel it with immediate effect by giving written notice to the Company in which case you have the right: (i) To recover the registration fee; (ii) To cancel any Services which you have ordered within that period from the Company and to recover any monies paid in respect of such Services.
15. In order to recover any monies under clause 14 you must (i) Give written notice to the Company at its Address as stated overleaf within 14 days of entering into this Agreement. (ii) Return to the Company at its Address as stated overleaf any goods received from the Company within that period provided that such goods remain in the condition in which they were at the time of receipt. You shall bear the cost of such delivery.
16. The Company shall repay such monies as you may be legally entitled to recover within a reasonable period of time after the date of receipt of such notice.
17. On receipt of notice of termination by the Saferhome Associate, the Associate's commission account will be forfeited forthwith.
18. You agree to conduct your business in a lawful and ethical manner and to nothing that will reflect adversely on the goodwill or good reputation of the Company or its Services.
19. You agree that during this Agreement and for the 6 month period following its termination you will not: (i) Encourage or persuade any customer of the Company introduced by you to cease to be a customer of the Company. (H) Participate in any other direct selling or network marketing opportunity promoting Services in direct competition with the Company.

### General Provisions

20. You agree that the information which you give to the Company (including information in relation to you, your address and other details) will be retained by the Company on a computer database. You consent to the Company retaining, processing and disclosing this information as it sees fit.
21. This Agreement shall be capable of Assignment with the consent of the Company and such consent shall not be unreasonably withheld in the case of a suitable assignee. In the event of assignment the applicant shall be responsible for the Company's reasonable costs of the administration of assignment.
22. No failure by the Company to exercise or delay by the Company in exercising any right under this Agreement shall operate as a waiver thereof.
23. This Agreement is governed by English law. If any provision of it is held by any court to be unlawful, void or unenforceable then that shall not affect any other provisions of it all of which shall continue to be binding.
24. Any notice given under this Agreement will start to run from the day when it is posted to the addressee at their address set out overleaf, or posted to any replacement address which has been notified.
25. This Agreement comprises the terms set out in this document and the Compensation Plan and Marketing Plan and sets out all the terms of your appointment. There are no oral terms.