

# SWIPE & NATURCARE INDEPENDENT DISTRIBUTOR AGREEMENT

TITLE: Mr / Mrs / Ms / Miss: \_\_\_\_\_

GIVEN NAME

SURNAME

Hereinafter referred to as “The Distributor” applies to be appointed a Distributor for the purpose of the purchase and sale of the products from Swipe & NaturCare ABN 51 001 983 295 (hereafter called “The Company”). The words Swipe & NaturCare and Swipe & NaturCare Distributor shall include all divisions of Swipe & NaturCare and the Distributors of those divisions: see Swipe & NaturCare Compensation Plan. In consideration of and upon acceptance of such application by the Company the parties hereto agree as follows:

## THE DISTRIBUTOR IS AN INDEPENDENT CONTRACTOR

1. The Distributor will **operate his or her own business** and may purchase company products and promote their sale anywhere in Australia and will abide by all applicable laws and regulations and all the Company’s rules and regulations, policies and procedures as amended from time to time including those set out in the Company’s official manuals and rules which are hereby incorporated by reference and in all circumstances will indemnify and hold the Company safe from liability arising from a breach thereof.
2. The Distributor is an independent contractor for all purposes and **is not an employee, legal representative or agent of the Company** or of any other Distributor of the Company for any purpose whatsoever and will not hold herself / himself out to be otherwise.
3. The applicant understands that they shall **be an independent contractor** and not an employee of The Company and that it will be their responsibility to comply with all State and Federal Laws and make **income and self-employment tax payments**.
4. The Company will not be responsible for any **sick leave, PAYG taxation** or similar matters and accepts no responsibility for the procuring or establishment of **Workers Compensation Insurance** or any other insurance or Superannuation in respect of the operations of the Distributor.
5. Swipe & NaturCare Distributors cannot own nor have a financial interest in **more than one** Swipe & NaturCare Distributorship.
6. Husband and wife are considered as **a single Distributorship**.

## USE OF COMPANY NAME, LOGO, TRADE MARKS

7. The Company’s name, logo, trade marks, business names or labels shall vest in the Company and **shall not without the written consent of the Company be utilised in any manner** by the Distributor.

## ADVERTISING GUIDELINES AND POLICIES FORMS AND PROCEDURES

8. The Distributor will observe the Company’s **advertising guidelines and policies**. In particular, no **claims or representation** will be made for the Company’s products which have not been authorised and appear on the Company’s literature or labels and no medical claims will be made of any description in respect of the Company’s products. Advertising of the Company’s products and the Company’s business opportunity or activities shall not be permitted without the **express written consent of the Company**.
9. The Distributor will utilise the **Company’s recommended forms and procedures** and in particular will use the Company’s official customer order forms which include the Customer Satisfaction Guarantee.

## DELAYS IN FULFILLING ORDERS

10. Distributors acknowledge and agree that while the Company shall use its best efforts to provide products ordered as a Swipe & NaturCare Distributor, the Company shall have no liability whatsoever as a consequence for any delay in shipment or failure to fill such orders.

**PERIOD OF AGREEMENT, RENEWAL, TERMINATION AND ASSIGNMENT**

- 11. Distributors acknowledge that this agreement will remain in effect throughout the time that they directly or indirectly sell Swipe & NaturCare products, although their position and/or amount of compensation may, from time to time change due to their level of sales of Swipe & NaturCare products and related activities.
- 12. a) The Company may suspend and/or terminate the Distributorship by notice in writing to the Distributor in the event that:-
  - i) The Company has reasonable grounds for believing that the Distributor has breached any provision of the agreement **OR**
  - ii) Has breached the rules as set forth in the Company’s manuals and rules **OR**
  - iii) For any action that is not in the best interests of Swipe & NaturCare.
 b) Upon termination of this Distributorship for any reason the Distributors become INDIRECT SWIPERS of the immediate upline.
- 13. **The Distributor may at any time terminate this Agreement** by written notice to the Company.
- 14. The Distributorship **may not be assigned** without the written consent of the Company which consent can be withheld by its absolute discretion.
- 15. The term of the Agreement is one year subject to Clause 12. The Agreement will **automatically be renewed upon payment.**

**LEGALITY OF THIS AGREEMENT**

- 16. This Agreement will not be effective until it is accepted by Swipe & NaturCare.
- 17. The Agreement shall be governed by the laws of New South Wales, Australia.
- 18. If any provision of this Agreement is held unenforceable for any reason, the **remaining provisions shall be unaffected** thereby and shall be enforced to the fullest extent of the law.
- 19. Distributors acknowledge that they have read, understood and agree to the terms set forth in this agreement and **that they are over 18 years of age.**

Sponsoring Distributor’s Signature ..... Applicants Signature .....

Full Name (please print) ..... Full Name (please print) .....

Date: ..... Date: .....

Swipe & NaturCare Company Representative Signature .....

Full Name .....

Position ..... Date: .....

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*Swipe & NaturCare is a proud Member of the Direct Selling Association of Australia and subscribes to the DSAA Code of Practice. [www.dsaa.asn.au](http://www.dsaa.asn.au)*

**SWIPE**  
&  
*NaturCare*  
*Swipe & NaturCare is a trading name of Swipe Australia Pty Ltd.*