



PROLINK INTERNATIONAL INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT FORM

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APPLICANT INFORMATION:

NAME (Please print clearly. This is the name that shall appear in your ID and Business Card)

NAME OF SPOUSE (If applicable)

MAILING ADDRESS:

RESIDENTIAL ADDRESS:

TELEPHONE NUMBERS:

HOME: _____ OFFICE: _____

MOBILE: _____ FAX: _____

E-MAIL ADDRESS: _____

DATE OF BIRTH:
DAY/MONTH/YEAR _____

NATIONALITY: _____

TYPE OF DISTRIBUTORSHIP (Please circle)

(1) Independent (will recruit and build a network) OR

(2) Wholesale / Stockist (will not recruit; volume order only)

DO YOU INTEND TO DISTRIBUTE THE PRODUCTS OVERSEAS: _____

SPONSOR INFORMATION

SPONSOR'S NAME: LENI T. PATTERSON

SPONSORS P.I.D. NO: 0000-0001-160999

SPONSOR'S SIGNATURE : _____

ALL INFORMATION ABOVE MUST BE COMPLETED TO ENSURE PROCESSING OF YOUR APPLICATION

I have read and agreed to the terms and conditions contained in this document, with all the terms and conditions, which by reference are fully incorporated into this agreement.

APPLICANT'S SIGNATURE: _____ **DATE:** _____

FOR OFFICE USE ONLY

PAYMENT RECEIVED BY: _____ **APPROVED BY:** _____

INVOICE NO: _____ **DATE:** _____

DISTRIBUTOR'S P.I.D. (PERSONAL IDENTIFICATION NO.): _____

PROLINK INDEPENDENT DISTRIBUTOR TERMS OF AGREEMENT

I hereby apply for membership as an Independent Distributor (hereinafter "Distributor") of Prolink International.

Upon acceptance of my application, it is mutually agreed upon that:

1. Prolink International grants the Distributor the non-exclusive right to sell its Products within any area of locality in Papua New Guinea. In case of distributorship outside of the country the Distributor shall formally advise by signing another distributorship contract with the firm.
2. Sales of the Distributor shall be subject to the following warranties and conditions:-
 - To work and develop the market for the products to the satisfaction of Prolink International and to participate in the Prolink Marketing Plan as it is now in effect and **as it is altered from time to time.**
 - To purchase products marketed by Prolink International exclusively from its major exclusive suppliers and not to purchase, sell, distribute, or deal in any other manner in the same products marketed by other person, firm or entity.
 - To confine the distribution of literature, brochures and other printed matter describing the product to co-members and/or independent contractors of Prolink International.
 - Not to sell its products in unauthorized and/or opened packages, but only to sell the products in the original packaging with labels and seals intact and unbroken, and
 - Not to make any claim about the products sold by Prolink International except those printed on the product labels of the principal company.
3. Orders placed by the Distributor of the products shall be subject to approval of Prolink International. Payment should be C.O.D. Other conditions of sale may be established by Prolink International from time to time.
4. Nothing herein shall give the Distributor any interest in the trademarks, label, container, design or the goodwill attached thereto, of Prolink's product. Any goodwill resulting from the sale or distribution or use of said products shall accrue to the owners of the trademarks, label, container, or designed as the source and origin of the said products.
5. This agreement will be effective up to the current year and renewable thereafter immediately by January of the succeeding year. Either party may terminate this agreement upon thirty (30) days prior notice. Upon termination, it is agreed upon that:
 - (a) The Distributor shall cease all advertising, marketing, and sale of Prolink's products.
 - (b) Prolink International upon termination of receipt of notice of termination, can or shall cancel any order from the distributor. However, any indebtedness, liability, or obligation of the Distributor shall remain in effect.
6. The independent contractor's agreement granted to the Distributor is personal and cannot be assigned without the consent of Prolink International.
7. This agreement shall in no way to be construed as to constitute the Distributor as agent or employee or representative of Prolink International. The Distributor being an independent contractor engaged in his own entirely separate business for his own account.
8. The Distributor acknowledges Prolink International as merely a dealer/distributor of the products it markets. Therefore, the Distributor agrees that Prolink International is not responsible for any claims or liabilities arising from the product itself or the use thereof. The Distributor also agrees to hold Prolink International free and harmless for any act or omission of the Distributor, his employees, agents or representatives, resulting directly or indirectly to harm the Distributor.
9. The Distributor hereby adheres to Prolink International's Network Marketing Plan and Code of Ethics.
10. This agreement contains all the terms, conditions, and understanding between parties. None of the provisions may be changed, modified, or waived except in writing, signed by the parties to this agreement.

**ORIGINAL – OFFICE COPY
DUPLICATE – SPONSOR COPY
TRIPLICATE – APPLICANT COPY**