

Appendix 4

UK Change of Details Form

To change any of your personal details held on the Kleeneze database, please complete this form and return it to:
Service Centre, Kleeneze Limited, Express House, Clayton Business Park, Accrington BB5 5JY.

| Your details | | ALL FIELDS MUST BE COMPLETED |
|------------------------------------|----------------------|-------------------------------------|
| Name: _____ | Account No: _____ | |
| Address: _____ | Postcode: _____ | |
| Telephone Number (inc. STD): _____ | | |
| Email address: _____ | Mobile Number: _____ | |

| Add a Partner | | ALL FIELDS MUST BE COMPLETED |
|---|-----------------|-------------------------------------|
| Name added: _____ | | |
| Address: _____ | Postcode: _____ | |
| Telephone Number (inc. STD): _____ | D.O.B: _____ | |
| Mobile Number: _____ | | |
| I agree to the terms and conditions overleaf <input type="checkbox"/> I am 18 years or older <input type="checkbox"/> | | |

| Remove a Partner | | ALL FIELDS MUST BE COMPLETED |
|---|-----------------|-------------------------------------|
| Name removed: _____ | | |
| Address: _____ | Postcode: _____ | |
| Telephone Number (inc. STD): _____ | | |
| Mobile Number: _____ | | |
| Reason for Removal <input type="checkbox"/> | | |

| Change of Bank details | | ALL FIELDS MUST BE COMPLETED |
|-------------------------------|--------------------|-------------------------------------|
| Name of Bank: _____ | Sort Code: _____ | |
| Account No: _____ | | |
| Building Society No: _____ | Roll Number: _____ | |

Note: Any change of detail request **must be signed by the first applicant.**

Please Note: For joint named distributorships, any change of details request **must be signed by both applicants.**

Signature of 1st Applicant: _____

Signature of 2nd Applicant: _____

Signature(s) of person(s) being added to Distributorship (where applicable): _____

Signature(s) of person(s) being removed from Distributorship (where applicable): _____

If you are adding a new person to your Distributorship, please enclose a passport size photo of them ensuring they have signed the reverse. We will then issue their identification card.

| For Internal Use Only | | |
|------------------------------|--------------------|------------------------|
| Date Received: _____ | Actioned By: _____ | Date Actioned: _____ |
| Authorised By: _____ | | Date Authorised: _____ |

UK DISTRIBUTOR AGREEMENT IMPORTANT AND STATUTORY INFORMATION

- The promoter of the Kleeneze business opportunity is Kleeneze Ltd of Express House, Clayton Business Park, Clayton le Moors, Accrington, BB5 5JH ("Kleeneze").
- If you are accepted into the Kleeneze programme you will act as an Independent Distributor for Kleeneze's products and services, being products for the care of the home, use in the home and for personal care and use.
- The terms and conditions applicable to your Kleeneze Distributorship, including your financial obligations and termination and cancellation rights, are set out or referred to in the Terms & Conditions and in the Kleeneze Business Manual.
- The information provided by you and third parties in connection with this application will be used for the purposes of evaluating your application. If you become a Kleeneze Distributor we will use information about you and your activities as a distributor ("Your Information") to manage the relationship between you and Kleeneze and may disclose it to your Upline (as defined overleaf). Kleeneze may share Your Information within the associated group companies and other selected organisations, (including those fulfilling orders, carrying out surveys, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analysing data, providing marketing assistance, processing credit card payments and credit reference checking and providing customer services), successors in title and, if required, to the authorities. When you reach Gold Distributorship level (as that expression is explained in the Sales Plan (as defined in the Terms and Conditions) your information may be disclosed publicly for the purposes of publicising the Kleeneze business opportunity and your status within it.
- By signing this agreement you confirm to Kleeneze that: You are 18 or older; The information given by you in applying to enter into this Agreement is correct; You have read this Agreement in full before signing and, in particular, are aware of clause 13.
- It is illegal for a promoter or a participant in a trading scheme to persuade anyone to high make a payment by promising benefits from getting others to join a scheme. Do not be misled by claims that high earnings are easily achieved.
- Kleeneze and the associated group companies may use your personal data for marketing purposes, to keep you informed about the products and services offered by Kleeneze and the associated group companies that they consider may be of interest to you. Kleeneze may also pass your details on to its preferred suppliers and to other carefully selected third party organisations so that they may contact you themselves with offers of goods and services that you might be interested in. If you do not wish Kleeneze to use your personal data for the above purposes please notify us via email: Servicecentre@Kleeneze.co.uk or by contacting the Service Centre on 01254 304717.
- Kleeneze may from time to time provide you with the personal data of individuals who have expressed an interest in becoming a Kleeneze Distributor. This information must be kept confidential and must be treated in accordance with the Data Protection provisions set out in the attached terms and conditions. Please note that Kleeneze does not verify this data and therefore cannot give any guarantee or warranty as to the accuracy or completeness of the information or of the suitability of the individual. You must only use this data for the purposes of contacting the individual about the Kleeneze opportunity and where the individual is recruited into the network, for the purposes of operating your Kleeneze business. You must not make any use of the data for any other purpose and all use must cease immediately on the termination of your Distributorship Agreement.
- Whilst we appreciate that you will wish to take every opportunity to grow your Kleeneze business there are some important legal requirements that you must adhere to in the promotion and operation of your business. We have set these out for you in the Business Manual which forms part of these terms and conditions. Please ensure that you read this document carefully.

TERMS AND CONDITIONS

1 DEFINITIONS

- In this Agreement:
 - "Account Number" means the unique number allocated to your Distributorship by Kleeneze;
 - "Active Distributor" means a Distributor who, on the date in question, must have been invoiced for a product and/or a sales aids and/or a chargeable service, such as Distributor Services, within three consecutive Sales Periods;
 - "associated group companies" means Kleeneze's subsidiary companies, holding company (if any) and holding company's subsidiary companies from time to time, holding company and subsidiary company having the meanings given in section 1159 of the Companies Act 2006 and any business in which any of such entities has an interest, whether by way of joint venture or otherwise;
 - "Starter Kit" means the list of that name which new Distributors must purchase from Kleeneze;
 - "Business Manual" means the manual of that name issued by Kleeneze to its Distributors from time to time;
 - "Customs" means the Commissioners of Customs and Excise;
 - "Data Protection Legislation" means Directive 95/46/EC and all national implementations of that directive including the Data Protection Act 1998;
 - "Distributor" means an individual or individual(s) registered as an independent distributor by Kleeneze;
 - "Distributorship" means the relationship between a Distributor and Kleeneze governed by the Distributorship Agreement; "Distributorship Agreement" and "this Agreement" means these Terms and Conditions, that include the Important Statutory Information and the Business Manual, in each case as varied by Kleeneze from time to time;
 - "Downline" means, in relation to a Distributor, any Distributor(s) sponsored by him, either directly or through one or more intermediate Distributors;
 - "Information" means any and all data and information obtained from Kleeneze in connection with your Distributorship Agreement, whether oral, written, graphic, electronic or in any other form and including, without limit, specifications, reports, test results, formulations, formulae, technical information, instructions, designs, blueprints, drawings, statistics, personal data of existing and prospective Kleeneze distributors and know how, and data and information about Kleeneze's finances, operations, processes, products, services, customers, suppliers, personnel, distributors, contractors and business plans or any other aspects of Kleeneze's business operations;
 - "Installation Payment Plan" means the repayment facility that Kleeneze may, at its discretion, make available to pay for your Starter Kit or such other incentive offers as Kleeneze may choose, allowing you to repay by four or fewer repayments over a limited period of time;
 - "Kleeneze" means Kleeneze Limited of Express House, Clayton Business Park, Clayton le Moors, Accrington, BB5 5JH;
 - "Products" means goods supplied by Kleeneze and services means non-goods provided to Distributors from time to time under this Agreement;
 - "Registration Fee" means the fee which is payable (if appropriate) to become a Distributor and includes the cost of the Starter Kit;
 - "Sales Period" or "Period" means each period (normally four weeks) designated as such by Kleeneze from time to time and allocated to your Distributorship;
 - "Sales Plan" means the system of rewards payable to Distributors set out in the Business Manual, as varied by Kleeneze from time to time;
 - "Upline" means, in relation to a Distributor, any Distributor(s) who sponsored him, either directly or through one or more intermediate Distributors, and "You" and related expressions means the applicant(s) named in this Agreement;
 - "Website" means the Kleeneze website at www.kleeneze.co.uk
 - Words indicating the singular include the plural and vice versa and words indicating the masculine include the feminine and neuter and vice versa.
 - These Terms and Conditions will prevail in the event of any inconsistency with the terms of the Business Manual.
- ### 2 TERMS OF THIS AGREEMENT AND REGISTRATION
- This Agreement will come into force when Kleeneze notifies you either in writing or by electronic means (email) that you have been registered or re-registered as a Distributor. You shall be deemed to have accepted these terms and condition by ticking the acceptance box on the online registration form or (2) by placing an order once you have been issued with these terms and conditions or they have been made available to you whichever is the earlier.
 - Kleeneze reserves the right to reject applications to become a Distributor. Kleeneze will inform you in writing if your application is rejected and you must then return the Starter Kit to Kleeneze and Kleeneze will reimburse the Registration Fee to the credit/debit card holder who made the original registration fee payment.
 - Subject to clause 2.4 below and the early termination provisions in Clause 12 below, this Agreement will terminate automatically at the end of Sales Period 13 (which normally falls between December 25th and January 5th) of each year or bi-annually (as specified by Kleeneze). Kleeneze shall then at its discretion and subject to your acceptance of the then current terms and conditions re-register you as a Distributor.
 - If Kleeneze re-registers you as a Distributor during December (or any other month as and when notified) of any year, this re-registration will (subject to the early termination provisions in Clause 12 below) terminate at the end of the Sales Period 13 of the following year or longer (as specified by Kleeneze at the time of re-registration) after you are registered or re-registered.
 - You may apply to re-register as a Distributor at the end of each year (or bi-annually if specified by Kleeneze) in accordance with the re-registration rules in the Business Manual and subject to the terms of Kleeneze's standard Distributorship Agreement then in force.
 - Kleeneze reserves the right to reject applications for re-registration at its absolute discretion. Kleeneze will notify you in writing of any such rejection.
 - When you apply to re-register as a Distributor, you may be required to pay a re-registration fee, as notified by Kleeneze at the time of re-registration. Unless specified otherwise by Kleeneze this fee will be waived for your first application to re-register.
- ### 3 DISTRIBUTOR STATUS
- As an independent Distributor, you will run your own business and buy and resell Kleeneze Products on your own account. You are not and you must not claim or hold yourself out to be an agent, partner or employee of Kleeneze or in a joint venture with Kleeneze. You have no authority to negotiate or conclude contracts on Kleeneze's behalf or otherwise to bind Kleeneze and you shall hold yourself out as having such authority. You must not make promises or give commitments or guarantees as to the supply or performance of any Product, except as expressly stated in Kleeneze's literature.
 - Your only financial obligations under this agreement is to pay the Starter Kit fee and to pay for such products as you shall choose to purchase from the Company within the terms as detailed in 5.9 below. If you have not been invoiced for a product and/or a sales aids and/or a chargeable service, such as Distributor Services, within three consecutive Sales Periods your status will become inactive. You may return to Active Status within three consecutive sales periods by being invoiced for either products, sales aids and/or a chargeable service, such as Distributor Services, within three consecutive Sales Periods. If you do not re-activate your account within this time your Distributorship Agreement will automatically be terminated.
 - Distributorships can be registered in the name of a single individual or in the names of more than two individuals as a joint distributorship. A company cannot become a Distributor. Only one Distributorship may be registered at any address unless prior written permission is granted by Kleeneze. No individual may be party to more than one Distributorship Agreement.
 - Your spouse or partner may not be registered as a Distributor other than as a joint Distributor with you.
 - The parties to this Agreement can only be changed in accordance with the Transfer Rights of Kleeneze Distributors set out in the Business Manual and at Kleeneze's discretion.

4 RETAILING

- You may begin retailing Products as soon as either your online registration has been accepted and acknowledged by Kleeneze or if a manual registration, then as soon as your signed Distributorship Agreement has been sent to Kleeneze, registered and payment for the Starter Kit has been received.
 - You must retail the Products strictly in accordance with the Business Manual. You may only sell the Products in the country that you registered.
 - Only registered Distributors may offer Products for sale. You must not permit any person other than your joint Distributor to distribute or collect Kleeneze catalogues or Products or collect orders or payments for Products.
 - You must order and pay for Products in accordance with Clause 5.9 below. Kleeneze reserves the right to reject any order for Products from you.
 - You must take full payment from customers when the Products are delivered to them unless prior approval in writing has been given by Kleeneze in support of other sales initiatives. You must not offer credit to customers.
 - You must not add anything to, remove anything from, alter or otherwise interfere in any way with the Products or their packaging unless instructed to do so by Kleeneze.
 - Kleeneze guarantees its Products solely on the terms of its literature.
 - You must not advertise, sell or offer Products for sale in any retail premises or via any third party website unless prior permission has been granted by Kleeneze in writing in support of other sales initiatives.
 - The delivery day shown for your distributorship is not guaranteed and Kleeneze is not liable for any loss if delivery is delayed for any reason.
 - The passing of orders between Distributors and Distributorships is strictly prohibited.
 - The Products are held by you at your own risk from the time they are delivered to you.
 - Kleeneze recognises that there are occasions when distributors may find it necessary to return product(s) to Kleeneze for reasons beyond their control and to this they should adhere to the returns process and procedure as detailed in the Business Manual. You must not abuse the returns process to either benefit financially, to progress up the sales plan, as set out in the Business Manual, or to qualify for an incentive qualification defined by submitting false or manufactured orders to then be returned. Kleeneze will use the network average returns for any given Sales Period as a benchmark guide to evaluate any excessive returns volume. If Kleeneze reasonably considers that the returns process has been abused it may at its absolute discretion terminate the Distributor Agreement. All Kleeneze returns must be sent to: Kleeneze Limited, Ridgefield Street, Falsworth, Manchester, M35 0JH
 - You should not attempt to induce new customers by offering any discount or money off voucher or any other promotional offer unless prior approval has been given in writing by Kleeneze.
- ### 5. TRADING POLICY AND PAYMENT PROCEDURES
- All Kleeneze trading accounts are operated either with a Trading Facility or as Cash With Order.
 - If you choose the Trading Facility option, you are making a declaration that any Trading Facility provided to you under this agreement will be used predominantly for the purposes of carrying out, or intended to be carried on, business as a Kleeneze Distributor.
 - "Due Date" means the date an invoice is due for payment. The Due Date will be clearly displayed on the invoice.
 - "Invoice" is the document listing all the products and services that were ordered and despatched and each invoice shows the amount that must be paid in full to Kleeneze.
 - Any late payment of any invoice will result in your account being non-compliant and will be placed on "Stop" until payment has been received for all outstanding amounts. Late payments of an invoice will be subject to statutory interest. Statutory interest on late payments is charged at 8% above Bank of England Base Rate.
 - If any method you use to make payment is not honoured or, if we terminate your agreement because of late payments or your account is transferred to debt collection we may take legal proceedings to recover the amount due under this agreement and Kleeneze reserves the right to charge any debt recovery costs.
 - "Title" in the products shall not pass to you from Kleeneze until Kleeneze has received the payment in respect of the products in full and cleared funds.
 - Should you select any Installment Pay Plan, either at the time of your registration as a Kleeneze distributor for your starter kit or, at the date you agree to accept any other incentive offer that Kleeneze may offer you agree to pay in full, all instalments by the due date as detailed in clause 5.9 below. Installment plans are offered subject to the following terms and conditions and understanding:
 - you are only allowed to have one installment pay plan active at any one time;
 - if you fail to make payment of any instalment all other outstanding instalments become immediately due for payment;
 - it is your responsibility to ensure that you have sufficient funds available in your account at the date the instalments are to be charged to your account;
 - this offer is only available to accounts on normal trading status.
 - "Payment"
 - "Invoices" are due for payment 14 days from date of Statement;
 - Personalised Products are due for payment 21 days from date of Statement;
 - Starter Kits/Instalment Payment Plans are paid with 4 instalments; an initial payment at the time of registration followed by 3 instalment payments, each at 30 day intervals. The instalment payments will be charged to the credit/debit card used for the initial payment;
 - Incentive Offer Instalment Payment Plans are paid with 3 instalments; an initial payment at despatch followed by a maximum of 2 instalment payments at 30 day intervals.

6 SPONSORING

- Only registered Distributors may sponsor individuals to be Distributors. You may only sponsor individuals living in the United Kingdom or the Republic of Ireland or such other countries as Kleeneze may permit from time to time.
- You must ensure that any applicant to be a distributor has fully completed the registration process and has made the appropriate payment, if applicable, for a Starter Kit.
- To register on line the applicant must supply an email address and a valid credit or debit card. The account number and online registration link must be supplied by the initiator/sponsor to the applicant by email.
- You must not make promises or representations of any type to applicants about the Kleeneze programme other than as set out in authorised and approved Kleeneze's literature.
- Kleeneze reserves the right to refuse to register applicants sponsored by you at its sole discretion. Only on receipt of payment to Kleeneze by the applicant can the application be registered.
- You must assist your Downline with training, support and motivation. You must also assist Kleeneze in connection with any non-compliance actions relating to your Downline, including but not limited to providing documentation and any other information which Kleeneze may request.

7 PAYMENTS TO DISTRIBUTORS

- The rewards payable by Kleeneze to Distributors are set out in the Sales Plan as detailed in the business manual.
 - Only Active Distributors who are not in breach of their Distributorship are eligible for payments and rewards from Kleeneze.
 - You are only entitled to payments from Kleeneze in respect of sales made by you or by your Downline Distributors as set out in the Sales Plan.
 - You are not entitled to payments in respect of sales concluded after termination of your Distributorship Agreement.
 - You will only be entitled to payments in respect of sales concluded in any given full period prior to termination of this Agreement.
 - Subject to your right to return Products and recover monies on termination as set out in clause 13 below, all unpaid amounts for Products purchased by you will become due immediately on termination of this Agreement.
 - If you fail to pay any amount to Kleeneze on the due date, Kleeneze may deduct that amount from any money due from Kleeneze to you.
 - Kleeneze reserves the right to recover any payments which arise as a result of the actions of Downline Distributors who are terminated as a result of non-payments, bad debts, fraudulent or other illegal activity where this is caused by the failure of the Upline to show appropriate diligence or care.
 - Kleeneze reserves the right to recoup any overpayment which results from any act, error or omission by the company or any employee or its behalf. Any such overpayment may be deducted from the next pay period immediately following the overpayment having come to the attention of Kleeneze or upon such terms and conditions as may be agreed between Kleeneze and the Distributor.
- ### 8 ADVERTISING
- You may not use the Kleeneze name or logo or any of its trademarks, product or trade names or designs other than as authorised by Kleeneze from time to time or as specified in the Business Manual.
 - All advertising by Distributors must comply with the requirements of the Kleeneze Advertising Code set out in the Business Manual.
 - If Kleeneze so requires you shall promptly remove any advertising material that Kleeneze specifies, including material on the Internet or other electronic media, regardless of whether such material has previously been approved by Kleeneze.
 - If Kleeneze allows you to share your views at Kleeneze conferences or meetings or in Kleeneze tape or video recordings or contribute written material to promote the Kleeneze programme you:
 - will participate without fee for your services or entitlement to royalties in respect of sales of the recordings;
 - will ensure that your spoken or written contributions are truthful and not misleading and do not infringe the rights of any third party;
 - hereby assign to Kleeneze with full title guarantee the copyright and all similar rights in your contributions including all amendments to the same; and
 - irrevocably waive any right to be identified as the author of your contributions or to object to derogatory treatment of them.

- All intellectual property rights and similar rights in the Kleeneze material supplied to you or obtained by you shall vest in and shall remain the property of Kleeneze. Other than the right to use such material in accordance with Your Distributorship Agreement you shall not acquire any right, title or interest in the material (or any intellectual property rights therein). All rights to use the material shall cease immediately on termination of Your Distributorship Agreement.

9 RESTRICTIONS

- You must not whilst you are a Distributor and for a period of 90 days thereafter (and in the case of Clause 9.1 (a), (b) and (d) below) at any time thereafter:
 - use the Kleeneze name or your Kleeneze business as a means to promote or offer for sample or sale goods or services other than Kleeneze Products, Kleeneze Services; or
 - do so or permit anything which is likely in the reasonable opinion of Kleeneze to bring Kleeneze or its associated group companies its Products, or those of its associated Group Companies or Distributors into disrepute; or
 - solicit, introduce or invite any Distributor to participate in any other network marketing, multilevel marketing, direct selling programme or similar arrangement; or
 - divulge or misuse any information obtained from Kleeneze or other Distributors (in whatever form and whether or not the information is marked or stated to be confidential) including but not limited to information regarding the identity of your Downline or other Distributors or prospective Distributors, except where such information has become public knowledge other than through your default.
- In addition you must not at any time after you have achieved Gold Distributor Status (as that expression is explained in the

Sales Plan) whilst you are a Distributor participate or be involved in any way, directly or indirectly, as principal, agent, distributor, partner, employee or otherwise in any network marketing, multi-level marketing, direct selling programme or similar arrangement other than the Kleeneze programme and any other programme offered by members of the associated group companies from time to time.

10 INDEMNITY

- You will indemnify Kleeneze upon demand and keep it indemnified and hold it harmless against any loss, liability, damages, claims, costs and expenses arising from:
 - any breach of this Distributorship Agreement or other unauthorised act or omission by you or by any person engaged by you (in breach of this Agreement) in connection with your Distributorship; and
 - any demand from or liability to the Inland Revenue, Customs or other competent authorities in connection with your Kleeneze business.
- ### 11 VARIATIONS
- You acknowledge that the Kleeneze programme is constantly evolving and that Kleeneze may for commercial reasons vary its Products, Product prices and the terms of this Distributorship Agreement from time to time at its sole discretion, including without limitation the Business Manual and the Sales Plan.
 - Kleeneze will give you not less than seven days written notice of such variations, unless they relate to your financial obligations, in which case Kleeneze will give you not less than sixty days written notice.

12 EARLY TERMINATION

- Cancellation Rights: You have the right, within 30 days of making it, to cancel this agreement (and to recover any monies paid) by giving written notice to the Company at the address stated in Clause 1 above.
- This Agreement will terminate automatically if:
 - you remain inactive (as described in the Business Manual) for more than three consecutive Sales Periods; or
 - you die or your joint Distributor (if any) dies or terminates this Agreement (subject to the Transfer Rights of Kleeneze Distributors set out in the Business Manual).
- You may terminate this Agreement immediately at any time without penalty by giving fourteen days written notice of termination to Kleeneze at Kleeneze's address stated in Clause 1 above.
- Kleeneze may suspend or terminate this Agreement immediately at any time by giving you written notice.
- Without prejudice to the generally clause of 12.4 Kleeneze may at its sole discretion, terminate this agreement immediately at any time by giving you written notice if:
 - you commit any material or persistent breach of this Agreement; or
 - you breach any term of this Agreement and if Kleeneze reasonably believes that the breach is capable of remedy) you fail to remedy the breach within seven days after the date of a written request from Kleeneze to do so; or
 - you become bankrupt or you make any composition with your creditors or are subject to any similar event of insolvency in any competent jurisdiction; or
 - you supply false information when you apply to register or re-register as a Distributor.
- In all cases termination shall be at Kleeneze's sole discretion. Kleeneze is entitled at its sole discretion to take into account any past behaviour, performance, previous breaches, commitment to the Kleeneze opportunity and any other factors which acting reasonably it considers to be relevant to your Distributorship and the potential termination of the same.

13 CONSEQUENCES OF TERMINATION

- On termination of this Agreement you will be released from all future contractual obligations under it.
- If you give notice to cancel within thirty days of entering into this Agreement, Kleeneze will reimburse the Starter Kit Fee or the re-registration fee (as appropriate) at the price paid by you (if payment is made by either credit or debit card then the refund is made to the card holder that made the payment) and for any additional Products which you have not sold, provided you return the Starter Kit and the additional Products at your own expense and within 21 days of the cancellation to Kleeneze's address as stated in Clause 4.12 above and, the Products are returned in the same condition they were in when you bought them, whether or not their external wrappings have broken.
- Additional Products which you have purchased from Kleeneze within this thirty day period will have been invoiced to you. The portion(s) of any such invoice(s) for Additional Products which you have either already sold or used and as such are not returning to Kleeneze, is payable by you within seven days of your notification of termination of this agreement.
- If you give notice to terminate this Agreement more than thirty days after entering into it or if Kleeneze terminates this Agreement at any time, Kleeneze will, at your request, buy back your Products, (excluding any sales aids and personalised products) which you have bought from Kleeneze during the period of twelve months before the date of termination and which you have not sold, subject to the following terms:
 - Kleeneze will pay you for the returned Products (excluding any sales aids and personalised products) at the price you paid for them (including VAT); and, only where this Agreement is terminated by Kleeneze, any reasonable costs incurred by you in returning the Products;
 - Kleeneze may deduct from the price paid to you an amount equal to any reduction in the value of the Products if their condition has deteriorated due to your default;
 - Where this Agreement is terminated by you, Kleeneze may deduct from the price reimbursed to you a reasonable handling charge of 10% of the retail value of the Products returned;
 - Kleeneze will pay you for the Products as soon as it is reasonably possible after they are delivered to Kleeneze or, if Kleeneze already holds them, as soon as reasonably possible after receipt of your notice to terminate; and
 - You must return the Products at your own expense and within twenty-one days of the date of termination to Kleeneze's address stated in Clause 1 above or to any other address notified to you by Kleeneze.
- Nothing in this Agreement entitles you to any damages, compensation or indemnity following termination or non-renewal of this Agreement in accordance with its terms.
- Termination of this Agreement shall not affect any rights or liabilities of either party which have arisen on or before the date of termination nor any terms of this Agreement which are expressed or intended to remain in force after termination.
- On termination of this Agreement you shall return to Kleeneze all information or destroy such information where Kleeneze instructs you to do so.

14 COMPLIANCE

- You must comply with all laws and regulations relating to your business with Kleeneze and in particular must make appropriate returns and notifications and where applicable pay all taxes, (including income tax, national insurance contributions and Value Added Tax) directly to the appropriate authorities.
 - At your request, Kleeneze will supply you with any relevant information held by it relating to your business as may be demanded by the Inland Revenue, Customs or other authorities.
 - Distributors acknowledge that they may from time to time be deemed by Customs to be importers of record, and that Kleeneze may in those circumstances act on the relevant Distributor's behalf to comply with the necessary formalities.
 - You shall promptly provide to Kleeneze such information as Kleeneze may reasonably request in order to comply with any law including the Proceeds of Crime Act 2002 and associated money laundering legislation and/or any request made by law enforcement organisations, regulatory body and/or any government or quasi government organisation.
- ### 15 SANCTIONS
- Kleeneze may at its sole discretion, by giving you written notice impose sanctions on you if Kleeneze reasonably believes that you have breached this Agreement.
 - Sanctions may include without limitation the withholding of payments due to you, refusal by Kleeneze to accept orders or supply Products to you or register applicants sponsored by you and the suspension of your Distributorship.

16 CONFIDENTIALITY

- You shall use the Information solely for the purpose of carrying out your Kleeneze business in accordance with the terms of your Distributorship Agreement and shall keep it confidential and shall not divulge it to any third party. At any time upon Kleeneze's written request you shall return or destroy all of the Information together with all copies, notes and extracts thereof.
 - The terms of your Distributorship Agreement and all discussions related or connected to your Distributorship Agreement (including any termination and the reasons for such termination) shall at all times be treated by you as strictly confidential. You shall not disclose such information to any third party including by making any reference on any website.
 - All of your obligations of confidentiality set out in this clause 15 and elsewhere in your Distributorship Agreement shall remain in place indefinitely and as such shall continue to be binding on you indefinitely following the termination or expiration of your Distributorship Agreement.
- ### 17 GENERAL
- Your Distributorship is personal to you and you may not assign, transfer, sub-contract, delegate or otherwise deal with your rights or obligations under this Agreement other than in accordance with the Transfer Rights of Kleeneze Distributors set out in the Business Manual.
 - In a joint Distributorship each individual is jointly and severally liable for all the Distributor's obligations under this Agreement and Kleeneze may enforce those obligations against either or both individuals and release or settle with either individual without affecting the liability of the other individual.
 - Each individual in a joint Distributorship hereby authorises the other to communicate with Kleeneze and place orders on behalf of both. Communications sent by either the joint Distributor shall be binding on both joint Distributors. If Kleeneze becomes aware of any dispute between joint Distributors, it may withhold payments to either individual until it receives written instructions to resume payments signed by both individuals.
 - Any notice to be given by either party under this Agreement must be in writing and must be delivered personally or sent by first class post, facsimile or electronically by email. Notices sent by post will be deemed given four working days after posting unless the letter is returned undelivered. Notices delivered personally will be deemed given on receipt. Notices sent by facsimile or email will be deemed given if the time of transmission provided a satisfactory transmission report is obtained and/or with an acknowledgment or receipt.
 - If any term of this Agreement is found to be invalid or unenforceable, that will not affect the other terms of this Agreement, which will remain in full force and effect.
 - There is no intention in this Agreement to create any right or benefit enforceable by any person, firm or company not a party to this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.
 - No acceptance of payment or failure or delay by Kleeneze in exercising its rights or enforcing your obligations under this Agreement will operate as a waiver unless confirmed in writing by Kleeneze. No waiver of any right or obligation by Kleeneze will prevent Kleeneze from enforcing that right or obligation on subsequent occasions or from enforcing separate rights and obligations.
 - This Agreement consisting of these Terms and Conditions, the Important Statutory Information and the Business Manual constitutes the entire agreement between the parties and supersedes any previous written or oral agreement or understanding between them. You confirm that you have not relied on any representation or undertakings except those expressly contained in this Agreement, save that this clause shall not limit any liability for fraud.
 - No variation of this Agreement will be binding unless made in writing and signed by an authorised representative of Kleeneze.
 - This Agreement is governed by English law the parties hereby accept the jurisdiction of the English courts, such that any proceedings brought by You shall be brought in the English courts but provided that nothing in this agreement shall prevent Kleeneze from taking proceedings against You in any court of competent jurisdiction.