

直銷商申請表協議條款和條件

本人申請經 NU LIFE INT'L (以下稱為 NLI) 核准後，本人即成為 NLI 產品的非獨家而獨立的直銷商，而就此等身份，本人明白並同意如下：

1. 本人可根據 NLI 不時作出修訂的 NLI 「事業手冊」和 NLI 「市場計劃」，以 NLI 產品建立零售顧客，並為其服務。本人需按 NLI 不時在香港訂定的零售價格出售產品。
2. 作為獨立直銷商，本人明白本人並非為 NLI 的僱員、代理人、合夥人或聯營者，亦決不會或無權作出上述身份的聲明。本人必須：
 - a. 遵守適用於本協議和/或 NLI 產品的收據、收取、儲存、銷售、經銷或宣傳的本地法律、規則和條例；
 - b. 就本協議和/或 NLI 產品的收據、收取、儲存、銷售、經銷或宣傳而言，自費制定和履行一切報告，並將其歸檔，以及領取法律或任何適當的政府機關所要求的執照；
 - c. 就與本會協議有關的活動而言，申請人需要獨自承擔一切和任何稅務有關的申報和繳納。
3. 獨立直銷商的身份並不足以構成銷售專賣權或經銷權的資格；以本人絕無需要因作為直銷商根據本協議擁有經銷 NLI 產品的權力，而支付或將要支付的任何費用；以「成本價」發售，用以提供銷售的必定資料的 NLI 「啟業資料套裝」則不在此限。本人無需儲存最低額的 NLI 產品存貨，亦無需對 NLI 作最低額的投資。有關使用 NLI 產品及經銷權的資格，請見第十一項。
4. 本人經已閱讀並完全明白 NLI 「事業手冊」和 NLI 「市場計劃」的內容，並承認其以現存形式和 NLI 不時作出修改的形式列入本協議內。成為協議的組成部份。
5. 作為獨立直銷商，本人從 NLI 獲取的報酬按照 NLI 「市場計劃」決定，並參照本人直接或間接銷售或促使銷售的 NLI 產品的「個人營業積分」和「全球總營業額」而定。
6. 除了由 NLI 提供的宣傳外，未經 NLI 事前書面同意和批准，本人不得在任何與 NLI 產品有關的宣傳中使用 NLI 產品的商品名稱或商標；本人亦不得作出任何侵犯 NLI 產品的商品名稱或商標的行為，或對 NLI 「產品目錄」、「事業手冊」和/或「市場計劃」所定不一致的 NLI 產品和報酬/市場銷售計劃作出任何陳述或聲明。
7. NLI 具有絕對自由權利對受介紹有可能成為直銷商的人士作出考慮和決定。

8. 本人有權以任何原因隨時終止參與 NLI 市場計劃，而 NLI 有權根據 NLI 「事業手冊」終止本協議。
9. 經任何一方通知終止本協議後，本人可要求 NLI 按照其於 NLI 「事業手冊」中闡明的政策，在此等購買之日起十二個月內，購回任何和一切無抵押負擔、可再轉賣而屬於本人擁有的 NLI 產品存貨（退回扣除任何合理手續費用後的全部款項，包括已頒發的花紅）。
10. 本人同意在本協議執行期間，在當地未經 NLI 書面批准，決不會直接或間接經銷、出售或推銷任何 NLI 可作競爭的銷售公司的產品或交易的機會，亦不會牽涉入或參與任何與 NLI 活動直接或間接進行競爭的業務。
11. 本協議有效期由 NLI 公司接受本申請起計為期一年。本人明白並同意只要繼續參與 NLI 市場計劃，協議一年內不會被 NLI 公司終止，並每年按照 NLI 手冊的最新條款重續協議一次，本人明白每年重續協議時，需繳交公司所規定的少量手續費，NLI 公司擁有決定是否接受本人重續協議的絕對權利。
12. 本協議與其他在此列出之有關文件構成本人與 NLI 間的整體協議，其他任何種類的額外承諾、陳述、保證或協議，不得視為本協議的條款，對任何其他一方亦無約束力，除非以書面由被要求執行的一方或其代表簽署才可生效。
13. 本協議不得由本人以任何行動全部或部份轉讓或運用法律而轉讓。NLI 有權轉讓本協議的權益，惟此等轉讓不得對本協議賦予本人的權利和准許權造成任何不良影響。
14. 如本協議、NLI 「事業手冊」、NLI 「市場計劃」和/或任何其他 NLI 的文件在文字上有任何差異，應以英文為準。
15. 本協議必須根據當地法管轄和解釋，並由 NLI 接納後方可生效。
16. 有關個人資料(私隱)條例致會員的通知：
 - a. 在資料當事人(即會員)與公司的正常業務往來過程中，公司有權收集當事人的資料以作有關核對用途。
 - b. 本公司對其持有的當事人資料保密。
17. 所有申請必須得到公司核准才生效，NLI 公司有權附加、修改、修正、說明或是終止任何刊載於申請表上的條件、情況、要求或是資格，而不作另行通知。

DISTRIBUTOR APPLICATION AND AGREEMENT TERMS AND CONDITIONS

Upon approval of this application by NU LIFE INT'L. (herein called NLI). I shall become a non-exclusive independent distributor of the products developed and marketed by NLI, I understand and agree that

1. I may establish and service customers with NLI Products in accordance with the NLI Policy Manual which may be amended from time to time by NLI without prior notice. I may only sell at NLI recommended prices as prescribed by NLI from time to time.
2. As an independent distributor I understand that I am not an employee, agent, partner or joint venture of NLI and will not make nor am I authorized to make any representation to that effect, and I shall:
 - a. Abide by local laws, rules and regulations pertaining to this Agreement and/or acquisition, receipt, holding, selling, distributing or advertising of NLI Product;
 - b. At my own expense, make, execute and file all reports and obtain such licenses as are required by law or any applicable governmental authority with respect to this Agreement and /or receipt, holding, selling, distributing or advertising of NLI Products;
 - c. Be solely responsible for declaration and payment of all and any taxes for which I may become liable in respect of the activities in connection with this Agreement.
3. The position of an independent distributor does not constitute either a sale of a franchise or a distributorship and, absolutely no fees have been or will be required from me as distributor for the right to distribute NLI Products pursuant to this Agreement, other than to purchase NLI Starting Kit which is sold "at company cost" and provides the necessary sales. No other minimum inventory of NLI Products and no minimum investment in NLI is required. To maintain the right to use and distribute NLI products, please see pt.11.
4. I have read and fully understand the NLI Policy Manual and NLI Marketing Plan and acknowledge that they are incorporated and form an integral part of this Agreement in their present form and as modified from time to time by NLI without prior notice.
5. The incentives I earn from NLI as an independent distributor are determined in accordance with the NLI Marketing Plan and calculated by reference to the Business Points ("BP") and Business Value ("BV") assigned to NLI Products sold or produced to be sold whether directly or indirectly by me.

6. I shall not use the NLI trade name and / or trademark in any advertising in respect of NLI Products without the prior written consent and approval by NLI except in the case of advertising provided to me by NLI and, I shall not do anything to infringe upon any trade names or trademarks or make any representations or statements regarding NLI Products and the incentive / marketing program that are not consistent with those contained in the NLI Product Catalogue, NLI Policy Manual and/ or the NLI Marketing Plan.
7. NLI has absolute and unfettered discretion to consider any recommended potential distributor.
8. I shall be entitled to terminate my participation in the NLI marketing program for any reason and at any time and NLI shall be entitled to terminate this Agreement in accordance with the NLI Policy Manual.
9. Upon notification of terminate of this Agreement by either party, I may require NLI to re-purchase (for a full refund less any reasonable handling charges - including bonuses already paid out) within 12 months of such purchase, and all unencumbered NLI inventory in a resalable condition in my possession, in accordance with its policies as stated in the NLI Policy Manual.
10. I agree that during the subsistence of this Agreement, I will not, without prior written approval of NLI, distribute, sell or promote in locally, directly or indirectly the products or opportunities of any competing marketing company or be involved or participate in any business which competes, whether directly or indirectly, with the activities of NLI.
11. The term of this Agreement is one year commencing on the date of approval of my application by NLI. I understand and agree that if my participation in NLI marketing program and this Agreement is not terminated by either party during the one year period, that NLI will renew this agreement for a further one year and such renewal will be subject to, and in accordance with, the NLI Policy Manual, applicable at that time. I understand that the renewal will occur annually, and will be subject to a nominal handling fee at such rate prescribed by NLI from time to time. Renewal is subject to approval by NLI at its absolute discretion.
12. This Agreement and all related NLI documents herein mentioned constitutes the entire Agreement between myself and NLI and, no other additional promises, representations, guarantees or agreement of any kind shall be implied as terms of this Agreement or binding on any party hereto unless in writing and signed by or on behalf of the party against whom enforcement is sought.

13. This Agreement shall not be assignable by myself; by any act in whole or in part; or by operation of law. NLI shall have the right to assign the benefit of this Agreement provided that the rights and licenses granted hereunder to me shall not be adversely affected by such assignment.
14. In the event of any inconsistency between the languages in which this Agreement, NLI Policy Manual, NLI Marketing Plan, and/or any other documents of NLI are written, the English language shall prevail.
15. This Agreement shall be governed by and construed in accordance with the laws of Local Government and is not in force until accepted by NLI.
16. Notice to distributors relating to the Personal Data (Privacy) Ordinance ("the Ordinance")
 - a. It is the case that data are collected from distributor in the ordinary course of the continuation of the Company's relationship with them.
 - b. Data held by the company relating to the data subject will be kept confidential.
17. Application is valid only with the approval of the company. NLI has the sole right to add, modify, alter, amend, interpret or even terminate any terms, conditions, requirements or qualifications set out in this application form without prior notice.