

SWISSGARDE (PTY) LTD

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Uganda ☎ +256 312 50250/1/2 📠 +256 312 50255



Reg. No. 9405453/07

DISTRIBUTOR APPLICATION FORM

PLEASE READ CAREFULLY

SURNAME: (MR/MRS/MISS): _____

FIRST NAME (S): _____

MAIL TO BE SENT C/O DEPOT/BRANCH: _____

_____ POSTAL CODE: _____

CONTACT NUMBER: _____

CELL: _____

HOME: _____

DATE OF BIRTH: _____

PASSPORT/ I D NUMBER: _____

SPONSOR'S I.D. NO:
(AS ISSUED BY Swissgarde)

7403421

SPONSOR'S CELL NUMBER:

+2348035343680

BENEFICIARY NOMINATION

(The Beneficiary Nomination is an official instruction by the Distributor to cede their Distributorship to a person of their choice over the age of 18 in the event of the Distributor's death)

SCHEDULE OF BENEFICIARY		
FULL NAME OF BENEFICIARY	I.D. NUMBER	RELATIONSHIP

SIGNED ON THIS _____

DAY OF _____

20 _____

BENEFICIARY

DISTRIBUTOR

WITNESS

SWISSGARDE DISTRIBUTOR I.D. NUMBER: _____

YOU MAY PHOTOCOPY IF REQUIRED

TERMS AND CONDITIONS OF SWISSGARDE DISTRIBUTOR AGREEMENT

Swissgarde (Pty) Ltd, hereinafter referred to as ("the Company") and the Applicant hereinafter referred to as ("the Distributor") hereby agree that :

1. The Company hereby appoints the Distributor and the Distributor hereby accepts the appointment as one of the Company's distributors to distribute the Company's product ("the Products").
2. The Distributor is a principal of his/her independent business and is not an employee or agent of the Company and operates his/her business as an independent distributor who buys and distributes the Company's products.
3. The Distributor shall sell the products in accordance with the policies, procedures and regulations set out in the manual which forms part of the kit which the Distributor shall be obliged to purchase on acceptance by the Company of this application ("the Business Manual"). The policies, procedures and regulations set out in the Business Manual form part of this Agreement and may be changed or amended by the Company from time to time, in the event of any of the provisions of this document being in conflict with the Business Manual, then the provisions of this document shall prevail.
4. The Distributor shall be responsible of the training and motivation of the distributors which he/she introduces and which such distributors introduce to the business of the Company ("the Business Opportunity").
5. The Distributor shall be entitled to a discount from the Company or Franchisee of the Company on the Products ("Product Discount") which he/she purchases from the Company or Franchisee of the Company in accordance with the Product Discount Schedule as set out in the Marketing Plan of the Business Manual, which may be amended from time to time by the Company.
6. The Company or Franchisee of the Company shall issue credit notes to the Distributor in respect of the Product Discounts that are due to the Distributor, in accordance with the Marketing Plan.
7. The Distributor hereby irrevocably cedes from time to time his/her right, title and interest in and to portions to his/her claims against the Company arising out of such credit notes to the persons identified as the cessionaries hereto ("the Cessionaries") in accordance with the Recommended Service Fee Schedule as set out in the Marketing Plan of the Business Manual. The Distributor hereby acknowledges that he/she has read and understood the Recommended Service Fee Schedule of aforesaid Marketing in the business Manual. It is recorded that the cessions are provided to the Cessionaries as consideration for services rendered by the Cessionaries to the Distributor, such services including those of assisting the Distributor in selling the products and motivating and training the Distributor.
8. The Cessionaries hereby accept the said cessions.
9. The Company hereby acknowledges and consents to the said cessions in the full knowledge that the cessions will have the effect of splitting the claims against the Company in terms of credit notes, and may have the effect of rendering the Company's liabilities under the credit notes more onerous. The Company agrees to pay the Cessionaries the amounts owing by the Distributor to the Cessionaries calculated in accordance with the Recommended Services Fee Schedule as set out in the Market Plan of the Business Manual.
10. The Distributor hereby appoints the Company as its agents to accept, on his/her behalf, cession of any claims against the Company which are ceded to the Distributor in respect of service fees calculated in accordance with the Recommended Services Fee Schedule, by any distributor who the Distributor introduces to the Business Opportunity or who such distributor introduces to the Business Opportunity.
11. Once the Distributor qualifies for Executive Status in terms of the Business Manual he/she may only participate in the Royalty Programme if he/she sells the Products exclusively and does not operate on behalf of any other multi-level marketing, network marketing, direct selling company or any pyramid schemes.
12. The Distributor may not recruit any Swissgarde distributors for any other multi-level marketing, network marketing, pyramid schemes or direct selling companies for the duration of this Agreement. Should the Distributor fail to comply with this clause, the Company may cancel the Distributor's distributorship in terms of this Agreement and withhold any Volume Discount and/or royalty payments from the Distributor.
13. The Distributor may only move from one sponsor to another with the approval of the Company, which reserves the right to exercise its sole discretion in granting or denying such approval.
14. The Company may amend or change the recommended prices and range of the Products, the Sales and Marketing Policies, Volume Discounts and Royalty Programs, as set out in the Business Manual, on 30 day's written notice by the Company to the Distributor.
15. The Distributor shall provide the Company with any information requested by the Company that relates to the sale and distribution of the Products.
16. This Agreement shall continue indefinitely subject to either party being entitled to cancel this Agreement by giving the other party 30 days written notice of his/her intention to do so.
17. If the Distributor terminates this Agreement within 14 days of signature hereto, and returns all the Company's documentation, Products and promotional material to the Company, then the Company will reimburse the Distributor with the cost of the stock purchased by the Distributor which is returned to the Company in a condition which the Company, in its sole discretion, determines to be resaleable.
18. The Products may not be sold or displayed by the distributor in any retail store or outlet serving the general public nor may the Products be sold to any retail store or outlet for resale to the general public. This includes the sale of the Products at the flea markets by any other informal retail method e.g. on the street.
19. The Distributor shall store the Products in accordance with the directions given to it by the Company from time to time.
20. The Distributor shall be responsible for any loss or damage to any Products that are in the Distributor's possession and control.
21. The Distributor shall not make any claims, statements, representations or give any warranties about the Company or the Products, other than as contained in the Business Manual and any other literature which the Company may distribute from time to time.
22. The Distributor shall represent the Company and the Products in an honest, accurate and legal manner and shall not make any false claims in respect of the Products or the Business Opportunity.
23. The Company makes no medical claim or representations regarding the Products.
24. The Distributor shall sell the Products in the form that they are packaged and may not repack the Products or change the labels on the products.
25. The Distributor may only advertise the Products within the parameters laid down by the Company from time to time and may only distribute written information regarding the Products or the Company that is supplied to him/her by the Company.
26. The Distributor shall participate in the Company's regular mailings and hereby grants the Company the right to set off the annual mailing fee charges incurred by the Company against the Distributor's Products Discounts, on the anniversary of signature of this Agreement, provided that the Company has fulfilled its obligations in terms of the cessions referred to in clause 9 above.
27. On termination of this Agreement, for whatever reason, the Distributor shall return all the Products, the Company's promotional material and documentation which are in the Distributor's possession or control to the Company and the Company shall repay to the Distributor the price paid by the Distributor for the Products which are returned to the Company in a condition which the Company, in its sole discretion, determines to be resaleable. The Company shall be entitled to deduct any amounts which the Distributor owes to the Company from the amount refunded by the Company to the Distributor.
28. In the event that any provisions of this Agreement are held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of this Agreement as a whole, which shall in such case be construed as though the invalid and unenforceable provisions had been omitted.
29. The Distributor shall not be entitled to cede or assign any of his/her rights or obligations under this Agreement without the written consent of the Company.
30. The parties' chosen addressees ("domicilia") for the purpose of this agreement are as set out in the Distributor Application Form annexed hereto.
31. The Agreement constitutes the sole record of the Agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
32. Save for where expressly provided, the Company may change the terms and conditions of this Agreement without prior notice to the Distributor.

SIGNATURE _____
Distributor

DATE _____

CHOSEN DOMICILIUM ADDRESS _____

SIGNATURE _____
Witness

DATE _____

SIGNATURE _____
Sponsor

SIGNATURE _____
for and on behalf of the Cessionaries, in accordance with the Recommended Service Fee Schedule as set out in the Marketing Plan of the Business Manual.

SIGNATURE _____
Witness

(Please note that an authorised representative of Swissgarde must sign on behalf of the cessionaries)

Banking Details of Distributor:

Bank _____ Branch _____ Branch Code _____

Account Type _____ Account Number _____

KIT PAID YES NO

NAME OF DATA CAPTURER: _____