FOR OFFICE USE 44

MANNATECH

United Kingdom Independent Associate Application and Agreement

© 2022 Mannatech, Incorporated
All Rights Reserved

Mannatech Swiss
International GmbH

Tel: 0800 028 6071
Fax: 0800 028 6072
Email: ukcustserv@mannatech.com

For distribution in the UK only

Please complete all sections and send to Mannatech by email or fax.

NEW ASSOCIATE INFORMATION

SURNAME (PLEASE PRINT)

FIRST NAME(S) (PLEASE PRINT)

BUSINESS NAME (IF APPLICABLE, PLEASE PRINT)

ADDRESS (please print)
(Please note: we cannot accept a C/O address for the mailing address.)

LANDLINE NUMBER / MOBILE NUMBER

E-MAIL ADDRESS FOR COMMUNICATIONS (PLEASE PRINT)

E-MAIL ADDRESS FOR COMMISSION STATEMENTS (PLEASE PRINT)

VAT NUMBER (IF APPLICABLE)

OVER 18 (PLEASE TICK) ☐
If under 18 please accompany this form with letter of consent (MOD 1804504).

ENROLER INFORMATION

THE ENROLER AND SPONSOR MAY BE THE SAME PERSON OR THE ENROLER MAY PLACE THE NEW ASSOCIATE UNDER ANOTHER SPONSOR IN HIS/HER SALES ORGANISATION. NEITHER THE SPONSOR NOR THE ENROLER RECEIVE ANY BONUS, PAYMENT OR OTHER BENEFIT SOLELY FROM THE REGISTRATION OF A NEW ASSOCIATE.

❑ ACCOUNT NO. OR ❑ APPLICATION ID COUNTRY

ENROLER'S FULL NAME (PLEASE PRINT)

SPONSOR INFORMATION

MUST BE COMPLETED BY ENROLER PRIOR TO SUBMISSION TO MANNATECH. (PLEASE PRINT)

❑ ACCOUNT NO. OR ❑ APPLICATION ID COUNTRY

SPONSOR'S FULL NAME (PLEASE PRINT)

❑ **I AGREE TO THE MANNATECH DATA PROTECTION NOTICE:** FOR FULL DETAILS, PLEASE REFER TO THE TERMS AND CONDITIONS ON THE REVERSE OF THIS FORM.

PLEASE PHOTOCOPY FOR YOUR RECORDS WHEN DOWNLOADING FROM THE WEB

ALL APPLICANTS MUST SIGN
INDEPENDENT ASSOCIATE AGREEMENT

1. I have read, understood and agree to abide by all terms of the Mannatech Associate Agreement (including the Terms and Conditions set out overleaf, the Policies and Procedures and the Compensation Plan).
2. I understand that my only financial obligation as a Mannatech Associate during the twelve months following the commencement of this Agreement other than to pay for any goods I order, is to pay the registration fee, which is a minimum amount of £45.00. The minimum registration fee is included in the price of each entry level product pack.
3. I am over 18 years old, or a parent/guardian of the applicant.

It is illegal for a promoter or a participant in a trading scheme to persuade anyone to 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.

If you sign this contract you have fourteen (14) days in which to cancel and get your money back.

X
SIGNATURE DATE

X DIRECTOR

For and on behalf of Mannatech Swiss International GmbH, Turmstrasse 28, CH 6312 Steinhausen
Registered in Switzerland CH-170.4.007.550-9. **VAT Number: 733 616 537**

PAYMENT INFORMATION FOR YOUR ASSOCIATE REGISTRATION FEE

TOTAL AMOUNT DUE WITH APPLICATION £45.00

METHOD OF PAYMENT (COMPLETE AND SIGN)

❑ SWITCH/MAESTRO (ISSUE NO. OR START DATE _____)

❑ VISA® ❑ MASTERCARD®

CREDIT/DEBIT CARD NO.

EXP. DATE __ - __

X
ACCOUNT HOLDER SIGNATURE (IF PAYING BY CREDIT/DEBIT CARD) DATE

ACCOUNT HOLDER NAME PRINTED

Please be advised that your application may be delayed if all the sections above are not completed.

Associate Monthly Subscription

To fill in this portion of the order form, please refer to the Product Price List MOD 1800004. Print all information clearly.

SELECT YOUR MONTHLY SUBSCRIPTION

Set up a Monthly Subscription and you have the opportunity to earn 20% of your order as credit value towards free product through the Loyalty Programme

PRODUCT DESCRIPTION	ASSOCIATE COST	PV	QTY	SUBTOTAL

SUBTOTAL	
SHIPPING	£6.75
TOTAL MONTHLY SUBSCRIPTION VALUE	

❑ ACCOUNT NO. OR ❑ APPLICATION I.D. NO.

DATE

SHIPPING INFORMATION FOR YOUR MONTHLY SUBSCRIPTION (IF DIFFERENT FROM MAILING ADDRESS)

LAST NAME

FIRST NAME

POSTCODE

See full details on the Loyalty Programme at mannatech.com

PLEASE INDICATE YOUR FIRST SHIPMENT DATE FOR YOUR MONTHLY SUBSCRIPTION

IMPORTANT—Monthly Subscriptions will be generated on the same date each month, from the date of set up, after verification of payment. This will create 12 shipments per calendar year.

DATE MONTH YEAR

PAYMENT INFORMATION FOR YOUR MONTHLY SUBSCRIPTION

PLEASE SELECT YOUR METHOD OF PAYMENT (PLEASE COMPLETE AND SIGN)

❑ SWITCH/MAESTRO (ISSUE NO. OR START DATE _____)

❑ VISA® ❑ MASTERCARD®

CREDIT/DEBIT CARD NO.

EXP. DATE -

X

CARD HOLDER SIGNATURE DATE

CARD HOLDER NAME PRINTED

This application for, these Terms and Conditions, the Policies and Procedures and the Career and Compensation Plan together form the entire Independent Associate Agreement ("Agreement"), each of which separate documents are by this reference expressly incorporated into the Agreement and constitute the entire Agreement between you, the independent Associate and Mannatech Swiss International GmbH, Turnstrasse 28, CH 6312 Steinhausen, Switzerland (described here as the "Company" or "Mannatech"). Mannatech is the promoter of this trading scheme in the United Kingdom. The goods which are sold under this scheme are nutritional, dietary and related products supplied by Mannatech. Sales of these products are made by the Company's Associates who participate in the scheme as principals. The Associate shall sell and promote the Company's goods strictly in accordance with the Agreement. The only financial obligation of the Associate during the period of 12 months from the commencement date of this Agreement is to pay the Associate registration fee. The Associate has no further annual financial obligation and in particular has free choice whether or not to purchase any goods or services.

The Associate hereby confirms that he/she has received a copy and accepts all terms and conditions comprising the Associate Agreement. If the Associate has any queries regarding the Associate Agreement please contact Mannatech Limited via Customer Services.

A. The Company agrees:

1. The Company shall endeavour during the continuation of this Agreement to supply all goods and services ordered by the Associate. If the company fails to supply such goods and services, the Associate shall be entitled to the immediate return of all sums paid for the same. Goods supplied to an Associate that are defective may be returned in accordance with the Policies and Procedures. In the event of termination of this Agreement, the Company shall buy back any unsold stock held by the Associate in accordance with the procedures set out in the Policies and Procedures.
2. The Company shall provide the Associate with an adequate record of all goods and services supplied by the Company in respect of which payment is due by the Associate.
3. The Company shall pay, the Associate, the bonuses and other benefits calculated in accordance with the UK Compensation Plan as amended from time to time. No bonuses will be paid under the Compensation Plan for orders of training material or literature.
4. The Company will use all reasonable efforts to fulfill Associate orders promptly on receipt of payment and subject to stock availability. The Company reserves the right to substitute goods of an equal value and as near as possible to the original item ordered, if for any reason the identical goods are not available. The Company reserves the right to change the prices, range and specification of its products, its Compensation Plan and the terms on which it pays bonuses and benefits in the UK at its own discretion.
5. The Company shall not be liable for any debts or liabilities whatsoever incurred by the Associate whether or not such liabilities are incurred during the term of this Agreement.

B. The Associate agrees:

1. The Associate shall submit orders to the Company for the Company's products either for retail sale and/or personal consumption, but the Company shall be under no obligation to accept an order.
2. The Associate is not authorised to accept any orders on behalf of the Company, and is not authorised to incur any obligation, commitment or liability on behalf of the Company.
3. The Associate is an Independent distributor responsible for their own business, and is not an employee, partner, agent or joint venturer of or with the Company. This Agreement does not constitute the sale of a distributorship, a franchise or a licence: no fees have been or will be required from the Associate for the right to distribute the products pursuant to this Agreement.
4. The Associate is personally liable for any taxes or duties required by law, including income tax, national insurance contributions and the proper collection and payment of VAT on sales and bonuses. The Associate will keep all proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties.
5. The Associate shall act in a proper lawful, ethical and financially sound manner in accordance with the UK Policies and Procedures and this Agreement and not to engage in any activities that might bring the Company or its Associates into disrepute. The Associate must not use misleading, deceptive or unfair recruiting methods.
6. The Associate shall send to the Company with each order taken by him/her (or in such period thereafter as the Company may from time to time permit) the retail price of the products ordered, less the bonus allowed from such sale in the UK Compensation Plan as amended from time to time.
7. The Associate, on signing this Agreement, agrees to pay the Associate registration fee as indicated on the reverse side of this form. Upon signing this Agreement the Associate retains their earned status for a period of one year from the date hereof. If I fail to annually renew my Associate account, I understand that I will lose certain rights as an Associate, including any right to my downline organisation, bonuses and commissions until I have renewed my position.
8. The Associate shall sell at least seventy percent (70%) of previous product orders to retail customers prior to re-ordering ('the 70/30 Rule'), unless the previous order was an amount which could be personally consumed and the Associate will keep records of all sales transactions and on request from the Company, must produce retail receipts for any retail sales and comply with any other reasonable verification procedures required by the Company from time to time. The Associate's obligation to the Company to comply with the 70/30 Rule is one of the utmost good faith essential to the proper operation of the selling scheme. This is applicable for registered products only.
9. The Associate is an independent distributor for all purposes whatsoever. He/she is not obliged to procure purchase orders or perform services of any nature whatsoever. The Associate has the right to determine his/her own hours of business and subject to due compliance with the Agreement, his/her methods of operation.
10. The product or product range of the Company may not be re-labelled or re-packaged for resale under any other name or in any other way.
11. The Associate shall comply with all applicable laws which shall include the UK Direct Selling Association's Code of Business Conduct and Code of Consumer Practice and this Agreement.
12. The Associate shall bear all costs and expenses incurred in connection with his/her activities under this Agreement and the Associate hereby indemnifies and keeps the Company indemnified against all actions, procedures, liabilities, claims, damages, costs and expenses arising out of or in any way relating to his/her activities hereunder or the activities of any delegates, except in relation to the inherent satisfactory quality and fitness of the Company's products.
13. The Associate shall use only printed materials produced by the Company when representing the Company, training other Associates and/or making representations as to the products. No claims, statements, disclosures, representations or warranties that are not printed in the Company's printed materials will be made in either selling the products or in the recruitment of prospective Associates. Any additional materials used for promotional purposes may be used only in exceptional circumstances and must be approved by the Company in writing before being used.
14. The Associate shall not use the Company's trade name and/or trademarks except in any material provided to the Associate by the Company or as expressly authorised in the Policies and Procedures or otherwise expressly authorized in writing by the Company.
15. For a period of (6) months following the termination of this Agreement, the Associate shall not recruit any Associates who form part of his or her downline under the Company's selling scheme on behalf of any direct selling scheme which competes with that operated by the Company, nor shall the Associate accept any such Associates in his downline in any competing direct selling business conducted by him during this period; and during this period, the Associate shall not seek to persuade any such Associates to terminate their position with the Company, or to become less active as distributors of the Company's products or to sell the products of or otherwise be actively involved in any other direct selling business which competes with the business of the Company.

C. Miscellaneous:

1. Some or all of your activities may be delegated by you to another person or persons, with the prior written consent in the Company. If you wish to delegate the performance of your obligations, you must submit to the Company the name and qualifications of any person you wish to utilise in the sale and promotion of the Company's products. The prior written approval of the Company must be obtained before any person other than you undertake any activity in relation to the sale and promotion of the Company's products. Any payments made and other expenses incurred by you in relation to such delegated activities shall be for your account. You shall be responsible for the proper performance, in accordance with the terms of the Agreement, of any of your activities which have been delegated by you.
2. Each party acknowledges that in entering into this Agreement it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as may be expressly provided in this Agreement (and accordingly any conditions, warranties or other terms implied by statute or common law save as to fraud are hereby excluded to the fullest extent permitted by law).
3. In the event of any conflict or inconsistency between:

(a) these Terms and Conditions;
(b) the UK Policies and Procedures; or
(c) the Compensation Plan,

the then-current UK Policies and Procedures shall prevail, and in the event of any conflict or inconsistency between the UK Policies and Procedures and the Compensation Plan, the UK Policies and Procedures shall prevail.

4. This Agreement is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts in respect of any dispute arising here from or any other contractual relationship between the parties hereto.
5. The Associate hereby agrees and acknowledges that common law remedies may not be adequate or appropriate to remedy or compensate for a breach of any of its obligations under this Agreement and that consequently the parties expressly contemplate and acknowledge that in the event of a breach of such obligations the Company shall be entitled if it so requires in any particular case to seek injunctive relief (including specific performance and injunction) in addition to any other available remedy, including damages, from a Court of competent jurisdiction.
   These Terms and Conditions, the Policies and Procedures and the Career and Compensation Plan together form the entire Independent Associate Agreement and comprise the entire agreement between the parties and each party acknowledges that in entering into this Agreement it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as my be expressly provided in this Agreement.
6. The failure of any party at any time to require performance by any other party of the provisions of this Agreement shall in no way affect the right of such party to require the remedy of any breach of any provisions of this Agreement and shall not be construed as a waiver of any continuing or succeeding breach of such provisions.

Mannatech Data Protection and Privacy Policy

1. Personal data: Mannatech Swiss International GmbH („Mannatech") records the personal data given by you on the application form (name, address, telephone number, e-mail address and if applicable, delivery address).
2. Use of the data: the data referred to under point 1. will be used for the following purposes:

2.1 for processing your contract as Mannatech Associate and carrying out your orders;
2.2 for statistic and administrative purposes;
2.3 for communicating with you about your business as a Mannatech Associate and about the Mannatech business in general; and.
2.4 when we think that new Mannatech offers and products may be of your interest, Mannatech will inform you about this per e-mail.

   By signing the application form you consent to the process and use of your data for the mentioned purposes.

3. Transfer of personal data: Mannatech Swiss International GmbH is part of the Mannatech group, with companies in the United Kingdom, Switzerland, the USA and other third countries. For the purposes announced in 2.1 and 2.2 Mannatech transfers your personal data to other companies within the Mannatech group. This also includes third-party service providers carrying out services for Mannatech. Some of the companies within the Mannatech group and the service providers are based in countries outside of the European Union whose regulations on personal data are different from the EU Regulations and may not provide a similar level of protection. By signing the application form you consent to the transfer of your data to these third parties for the above mentioned purposes. If you need further information in this regard, you can send us an e-mail at privacyofficer@mannatech.com
   If you consent to receive information on offers and products by e-mail from your upline Associates, you consent herewith to the transfer of your name and e-mail address to your upline Associate for the stated purposes. If the agreement between your upline Associate and Mannatech is terminated, Mannatech will transfer your data to your next upline Associate.
4. Access to personal data: for questions regarding personal data and particularly about the data recorded by Mannatech about you, the recipients of this data and the purpose of the processing you may request information from Mannatech free of charge by sending us an e-mail, specifying your name, to privacyofficer@mannatech.com
5. Revocation of consent: you can revoke your consent to the processing, use and transfer of your data by sending an e-mail to privacyofficer@mannatech.com. After receiving the e-mail Mannatech will not use the data for the purpose you indicate is objectionable.
6. Modification of the privacy policy: Mannatech may modify this privacy policy at any time through the publication of the modified provisions. The modified provisions will come into effect after their publication on the web site. Ordering further products from Mannatech will be considered your acceptance of the modifications.

Direct Deposit Form

ASSOCIATE COMMISSION DEPARTMENT

Please complete the following document, sign and return to:
directdeposit@mannatech.com

☐ New Application ☐ Change of Bank Details

In order to receive any commissions due, we at Mannatech Europe would be grateful if you could complete **all** of the questions on this form and return it to us by post at the address as above.

Mannatech Associate Account Name

Mannatech Associate Account Number:

Application ID number: (only applicable if account number not yet issued)

Bank Name:

Branch:

Bank Account Number:

Sort Code:

Bank Account Holder's Name(s):

I hereby authorise Mannatech to deposit my commission payments into the bank account as above:
Please note: This document must be signed by the Mannatech account holder

Associate Signature:

Date:

Contact Phone Number:

Email Address:

WHAT IS THE ADVANTAGE OF THIS SERVICE?
We will bank your Commission directly into your bank account as 'cleared funds' which you will be able to access almost as soon as we bank them (usually the next working day). You will also receive the payment analysis of your Commission payment by email or directly from the website.

WHICH TYPES OF ACCOUNTS CAN THE MONEY BE TRANSFERRED INTO?
Commissions can only be paid into a UK current account. We are unable to transfer funds to Credit Card accounts.

CAN I CHOOSE TO HAVE THE FUNDS DEPOSITED INTO A BANK ACCOUNT IN A DIFFERENT NAME?
Yes. We will deposit Commission payments to any account that you nominate and supply details of, providing the notification is signed by the holder of the Mannatech account.

WHO HAS TO SIGN THE DIRECT DEPOSIT APPLICATION?
The application MUST be signed by the owner/s of the MANNATECH account.

WHO RECEIVES THE COMMISSION STATEMENT?
We will email your Commission statement to the email address you supply us. (Please note this must be supplied – it is not automatically sent to the email supplied for communications.) Or you can download up to 3 months of statements from the website. Please be aware that your statement contains financial information. For privacy reasons, Mannatech strongly encourages you to provide the email address of the account holder only, and not that of a third party.

HOW DO I ADVISE YOU OF CHANGED DETAILS?
Simply email the updated details, signed by the Mannatech account holder, and we will update your account upon receipt.

WHAT HAPPENS IF MY APPLICATION IS INCORRECT OR INCOMPLETE?
We will make every effort to resolve any discrepancies in-house. However in some instances we will need to contact you, or return the application to you for additional clarification.

WHAT HAPPENS IF MY PAYMENT IS RETURNED TO YOU?
If your electronic payment is returned to us, it could be because you have changed your bank account details and not notified us, or some other error. If this happens, we will ask you to complete a new Direct Deposit application form so you can provide us with the correct details.

WHAT HAPPENS IF MY STATEMENT IS RETURNED TO YOU?
If your electronic statement is returned, it may be that your email address has changed. You can download the latest information from the website.

WHO DO I CONTACT IF I HAVE FURTHER QUESTIONS?
Please do not hesitate to contact a member of the Mannatech Customer Services team on 0800 028 6071, or email ukcustserv@mannatech.com.

WHAT ABOUT SECURITY?
Direct Deposit is secure and confidential. Money is transferred electronically and passes through fewer hands than paper cheques. Also, a team called the Associate Commission Department has been set up and they alone will have access to your details.

CAN I HAVE MY COMMISSIONS PAID INTO ANY TYPE OF BANK ACCOUNT?
Commissions due to UK Associates may be paid into any UK bank account, although we are unfortunately unable to make deposits to a bank or building society account which requires a roll number.

HOW DO I ARRANGE TO HAVE MY COMMISSIONS PAID BY DIRECT DEPOSIT?
Simply complete, sign and return form to directdeposit@mannatech.com.