

PRODUCT SUPPLY AGREEMENT

**SEVENTH-DAY ADVENTIST CHURCH (SPD) LIMITED trading as
ADVENTIST MEDIA
Seller**

**THE PERSON NAMED IN ITEM 2 OR 3 OF SCHEDULE 1
Buyer**

**SHIEFF ANGLAND
LAWYERS
AUCKLAND**

PRODUCT SUPPLY AGREEMENT

DATED 20

PARTIES

- 1 SEVENTH-DAY ADVENTIST CHURCH (SPD) LIMITED trading as Adventist Media (Seller)
- 2 THE PERSON NAMED IN ITEM 2 OR 3 OF SCHEDULE 1 (Buyer)

BACKGROUND

- A The Seller is a publisher and wholesaler of Product.
- B From time to time the Buyer purchases from the Seller and the Seller supplies the Buyer, Product for the purpose of distribution.
- C The parties agree and acknowledge that it is in their mutual interests for the Product to be on-sold and distributed by persons who:
 - i. are familiar with the content of the Product; and
 - ii. conduct their activities and present the Product in a manner that is consistent with the beliefs of the Seller.
- D The terms and conditions of this supply are set out in this agreement.

COVENANTS

1 Definitions and Interpretation

- 1.1 In this agreement the following terms shall, unless the context otherwise requires, have the following meanings:

Church means the Seventh-day Adventist Church.

Confidential Information means any and all information belonging to or relating to the Seller including but not limited to, information concerning its activities, business, finances, know-how, trade secrets, processes, products, manuals and training materials and which is not in the public domain but excluding information that:

- a subsequently enters the public domain through no fault of the Buyer;
- b on the date of disclosure to a third party is known to such third party and is declared to be known by the third party within 10 days of disclosure to it (with supporting written evidence of such knowledge);
- c is mutually agreed not to be confidential; or
- d is at any time received in good faith by the Buyer from a third party which is lawfully in possession of the information and has the right to disclose it.

GST means goods and services tax.

Intellectual Property means any copyright, patent, design or trade mark rights (whether registered, unregistered or applied for in New Zealand or overseas), trade, business, company or domain name, any inventions, processes or know-how (whether in writing or recorded in any form) and any other legal interests recognised or protected as intellectual property.

Product means literary works and such other items including materials and resources, DVDs and or electronic or digital material that are being distributed by the Seller.

Buyer means the person named and described in schedule 1.

Manual has the meaning given to that term in clause 13.1.4g.

Teach has the meaning given to that term in clause 13.1.1.

1.2 The following provisions shall apply in the construction and interpretation of this agreement except to the extent that the context requires otherwise:

1.2.1 References to recitals, clauses and schedules are to recitals, clauses and schedules of this agreement.

1.2.2 In this agreement reference to the plural includes reference to the singular, and vice versa.

1.2.3 Where a party to this agreement comprises more than one person then the covenants, conditions, obligations and agreements expressed and implied in this agreement shall bind those persons jointly and severally.

1.2.4 In this agreement reference to any statutory provision shall include any statutory provision which amends or replaces it and any subordinate legislation made under it.

1.2.5 Headings inserted in this agreement are for convenience of reference only and do not affect the interpretation of this agreement.

1.2.6 The word "person" includes any individual, company, corporation, corporation sole, trust, firm, partnership, joint venture, syndicate, the Crown, any central or local government department, authority, association or group, and any other entity, or any other association of persons either corporate or unincorporated.

1.2.7 Reference to "written" and "in writing" includes any means of visible representation.

1.2.8 Reference to any document includes all modifications and replacement documents from time to time.

1.2.9 Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.

1.2.10 "Including" and similar words do not imply any limitations.

2 Term

2.1 This agreement shall commence from the date it is signed by both parties and ends twelve (12) months after commencement unless terminated earlier in accordance with this agreement.

- 2.2 Either party may terminate this agreement by giving the other party notice. Such notice will be in writing and will specify a period of time no less than one calendar month, at the expiration of which this Agreement is to terminate (without prejudice however to any rights of either party) and may be given by actual delivery or by posting it to the address of the other party specified in this Agreement by prepaid registered post in which case it will be deemed to have been given at the expiration of two clear business days after posting.
- 2.3 Notwithstanding clause 2.2, the Seller may terminate this agreement immediately and without notice at any time, and without prejudice to its rights, if:
- 2.3.1 the Seller believes that the Buyer or its employees, agents or subcontractors, has breached or will breach any term of this agreement;
 - 2.3.2 the Buyer breaches one or more of the covenants listed in clause 13;
 - 2.3.3 the Buyer makes any voluntary arrangement with its creditors;
 - 2.3.4 the Buyer becomes insolvent or goes into liquidation;
 - 2.3.5 the Buyer ceases, or threatens to cease, to carry on business;
 - 2.3.6 judgment shall be given against the Buyer in any Court for a sum in excess of five thousand dollars (\$5,000.00); or
 - 2.3.7 the Buyer shall be found guilty of any criminal offence.

3 Relationship of the Parties

- 3.1 The relationship between the Seller and the Buyer is that of a principal and independent contractor. Nothing in this Agreement will or is intended to establish a relationship of a partnership, joint venture, agency or employment between the parties and it is the intention of this Agreement and the parties that any such relationship is expressly denied.
- 3.2 The Buyer acknowledges that it has no right to assume or create any obligations of any kind whatsoever or to make any representations or warranties, whether express or implied on behalf of the Seller or to bind the Seller in any respect.
- 3.3 Without in any way restricting the generality of the foregoing the parties acknowledge and agree that the Buyer will:
- 3.3.1 pay (and indemnify the Seller in respect of) all costs and expenses incurred by it in connection with the carrying out of the terms of this agreement;
 - 3.3.2 pay (and indemnify the Seller in respect of) all taxes and other payments due at law including, but not necessarily restricted to all income taxes, goods and services taxes, customs duties, PAYE, fringe benefit tax, stamp duty and Accident Compensation Corporation contributions and levies payable either in connection with this agreement or pursuant to the on-sale of the Product;
 - 3.3.3 indemnify and keep indemnified the Seller against all claims by any other person and all liabilities of whatsoever nature and howsoever arising in connection with the activities of the buyer;

- 3.3.4 take out and maintain any insurances required by the Seller or by law, and provide proof of such insurances to the Seller, with such insurances to include third party public liability insurance (\$2,000,000 minimum);
- 3.3.5 upon request by the Seller, provide evidence of its registration for GST purposes (where applicable);
- 3.3.6 not be entitled to any payments, fees, allowances or reimbursements other than those specified in this agreement (if any) and without restricting the generality of the foregoing will not be entitled to any payments for or by way of salary, wages, commission, sickness benefit, superannuation, holidays, redundancy or otherwise whatsoever howsoever; and
- 3.3.7 conduct its business affairs separately to those of the Seller and in every respect carry on business on its own account.

4 Non-Exclusivity

- 4.1 Either party may without the permission or consent of, or notice to, the other, enter into agreements or arrangements with any other person on identical terms or otherwise:
 - 4.1.1 for the distribution of Product and/or any other publication;
 - 4.1.2 in respect of any territory or place whether the same or similar to that in which the Buyer is likely to Teach provided that the Buyer will not either during the term of this Agreement or for the period of one (1) year after the termination of this Agreement, be involved in any capacity (whether as shareholder, partner, director, employee, consultant or otherwise) in the wholesale, retail, promotion, marketing or distribution of any publication, communication or any other matter that in the reasonable opinion of the Seller, is inconsistent with the Product and/or Teaching and/or likely to bring the Seller and/or the Seventh-day Adventist Church into disrepute.

5 Supply of Product

- 5.1 The Seller agrees to supply Product to the Buyer in accordance with this agreement and at the prices specified by the Seller in relation to the Product, subject to:
 - 5.1.1 the right of the Seller to change the prices specified by it in relation to the Product at any time without notice;
 - 5.1.2 the Buyer having fully paid for the Product prior to supply;
 - 5.1.3 the Product being in stock; and
 - 5.1.4 the value of any single order, or the overall level of sales orders from the Buyer, is considered in the Seller's absolute discretion, commercially reasonable and is more than the minimum acceptable amount from time to time.
- 5.2 The Buyer acknowledges and accepts that the Buyer purchases the Product from the Seller for the purposes of on-sale as part of its business and the Consumer Guarantees Act 1993 shall not apply in relation to the Buyer's purchases of Product from the Seller.

- 5.3 In the event that the Seller has previously entered into a contract to supply the Buyer with any subject matter, which if supplied after the date hereof would fall within the definition of Product, the parties agree that this agreement shall replace that previous agreement in all respects and every supply previously made shall be or be deemed to have been made as if this agreement were the then applicable agreement.

6 Placement of Orders

- 6.1 The Buyer must order Product from the Seller in writing, or from the designated website of the Seller, and when in writing each order must specify:

6.1.1 the date of the placement of the order;

6.1.2 the quantity and description of the Product ordered and the price applicable at that time; and

6.1.3 a preferred delivery date for the Product being not less than 7 days from the date of the placement of the order

7 Acceptance of Orders

- 7.1 The Seller may decline any order received from the Buyer by written notice to the Buyer within 10 business days of the order by the Buyer. Any order not declined pursuant to this clause binds the Seller. Any order accepted by the Seller shall be subject to receipt of the price prior to the time of delivery.

8 Unavailable Stock

- 8.1 While the Seller will make reasonable endeavours to ensure that any order received from the Buyer is supplied, there may be times when Product is unavailable because the Product is out of stock, or a deleted line. If Product ordered by the Buyer is deemed unavailable by the Seller then the Seller may cancel the out of stock item/s included in the Buyer's order and refund to the Buyer any payment made by it towards the cancelled order item/s.

9 Delivery of Orders

- 9.1 Unless required to be collected by the Buyer, the Seller must arrange for the delivery of each order to the location specified in item 1 of the Schedule. The cost of the delivery to the Buyer, whether by postage or other transport service, shall be paid by the Buyer, unless otherwise agreed.

10 Payment

- 10.1 Unless stated otherwise the price is exclusive of GST. The Buyer must pay the price, and any dispatch or delivery expenses, plus the requisite GST, in relation to each order to the Seller prior to despatch or supply of the Product.

11 Passing of Title

- 11.1 Subject to receipt of the price, title to Product constituting an order free of encumbrances and all other adverse interests shall pass to the Buyer upon delivery of the Product to the Buyer, nominated agent or courier, as the case may be.

12 Passing of Risk

- 12.1 Risk in each order passes to the Buyer upon delivery of that order to the Buyer or collection of that order by the Buyer's agent or courier as the case may be.

13 Covenants as to Distribution

- 13.1 The Buyer acknowledges and covenants that:

13.1.1 it is the Seller's desire to, teach among adherents, spread and otherwise propagate through the distribution of the Product the beliefs of the Seventh-day Adventist Church (**Teach**);

13.1.2 it is fundamental that whoever Teach be conversant with the beliefs of the Seventh-day Adventist church and in particular the Product;

13.1.3 the Buyer (or if a company, its directors) and every employee, agent or subcontractor (if any) engaged by the Buyer to Teach shall:

- a be practising members of the Seventh-day Adventist Church;
- b study and be thoroughly familiar with the Product;
- c to participate in such sales training as the Seller may reasonably require from time to time;
- d at all times conduct themselves in accordance with the principles of the Seventh-day Adventist Church;

13.1.4 in endeavouring to on-sell and distribute the Product the Buyer will at all times:

- a observe and comply with and will ensure that Buyer's employees, agents or subcontractors observe and comply with the provisions of every Act of Parliament and any by-laws, ordinances or regulations made thereunder and any other regulations and/or by-laws, municipal or otherwise and all orders, directions or recommendations which may be made or given by a competent authority in relation to the Buyer's activities and without restricting the generality of the foregoing the Buyer shall in particular have regard to and observe every provision of:

- i the Fair Trading Act 1986;
- ii the Privacy Act 1993;
- iii the Health & Safety at Work Act 2015;
- iv the Commerce Act 1986;
- v the Consumer Guarantees Act 1993;

and every amendment or replacement enactment thereof;

- b not to sell other products or services that are inconsistent with the principles of, or are injurious to the reputation of the Seller;
- c to conduct business and activities in accordance with the Seller's Code of Ethics, as amended from time to time, a current copy of which is annexed to this agreement;
- d provide the Seller with a police check and advise of any changes to the status of that police check;
- e in the event that a customer requests medical advice state that the Buyer is not qualified to provide such advice and that the customer should seek the advice of a medical practitioner;
- f conduct the Buyer's affairs in a good and businessman like manner with due diligence and in a sober, competent, careful and courteous manner with due regard to the promotion and protection of the reputation of the Seller and the Seventh-day Adventist Church;
- g take into account such procedures as are suggested by the Seller and/or more particularly set out in such Manual for Buyers (**Manual**) as the Seller may from time to time (if at all) provide, but is free to adapt these procedures to the Buyer's own style of soliciting sales and to otherwise conduct business and sale activities in accordance with the Seller's Code of Ethics, as amended from time to time, a current copy of which is annexed to this Agreement; and
- h not in any way attach to, or provide with or make the on-sale and distribution conditional upon the purchase of any other material, communication medium and/or other thing whatsoever except with the prior approval of the Seller which may be given or withheld at its absolute discretion;

13.1.5 the Church owns all of the Intellectual Property in the Product and the Buyer has no rights or interest in such Intellectual Property whatsoever.

13.2 The Buyer must obtain the consent of the Seller in regard to all marketing materials and methods that the Buyer intends to use to promote the Product. The Seller shall not unreasonably withhold its consent to such marketing materials provided that they are consistent with the conduct standards of the Seller and are printed and designed to a good and professional standard that represents the Seller and the Product in a positive and professional manner.

13.3 In the event of the Buyer being in breach of this clause 13 and the Seller has in some manner, directly or indirectly, been held accountable and been fined, penalised and/or suffered other loss, expense, and/or cost whatsoever in remedying that breach or otherwise, the Buyer shall to the fullest extent permitted by law forthwith compensate the Seller in full for and indemnify the Seller against every such fine, penalty, loss, expense and/or cost whatsoever, howsoever incurred.

14 Purchase incentive scheme

14.1 The Seller may establish a purchase incentive scheme to provide benefits to the Buyer upon the achievement of specified purchase targets.

14.2 The Buyer understands, consents and agrees that the Seller will issue to the Buyer and each other buyer within Australia and New Zealand a monthly Signs Publishing Company Sales Report including:

14.2.1 a list of buyers who have consented and agreed to this clause; and

14.2.2 each listed buyer's Signs Publishing Company purchase values for the month to which the report relates.

14.3 The Buyer acknowledges and agrees that each buyer's purchase values are personal information protected by the Privacy Act 1933 and that therefore is prohibited from disclosing any buyer's purchase values to anyone who is not a signatory to this agreement.

15 Training and Assistance

15.1 Nothing in this agreement shall be deemed or construed so as to:

15.1.1 entitle or require the Buyer to:

a use any Seller premises and/or facility and/or equipment;

b undertake or have access to any training know-how and/or other information whatsoever;

c work any particular hours or days;

d be under the direction or control of the Seller howsoever whatsoever;

15.1.2 constitute any representation and/or warranty as to marketability and/or income (if any) reasonably or otherwise attainable or sustainable by the Buyer in relation to or as a result of the on-sale and distribution of the Product, all profit and loss made by the Buyer from the on-sales and distributions contemplated herein being entirely the Buyers responsibility;

15.2 The Seller may in its sole discretion arrange for training in:

15.2.1 the teachings of the Seventh-day Adventist Church;

15.2.2 promoting and selling the Product.

15.3 Every such training will unless agreed by the Seller to the contrary:

15.3.1 be at such time, place and of such regularity as the Seller shall at its absolute discretion determine;

15.3.2 be at the Buyer's sole cost and expense in every respect, unless otherwise specified by the Seller;

15.3.3 at the Seller's absolute discretion take the form of "on the job training" seminars and/or the provisions of the Manual.

16 Confidentiality

- 16.1 The Buyer agrees to keep confidential all Confidential Information and not to disclose or permit the disclosure of any Confidential Information to any third party and not to use the Confidential Information except for the purpose of carrying out its obligations under this Agreement.
- 16.2 The Buyer may disclose Confidential Information only to those of its officers and employees who have a need to know (and only to the extent that each has a need to know) and have agreed with the Buyer to keep confidential all Confidential Information.
- 16.3 The Buyer agrees to adhere to the principles and the provisions of the Privacy act 1993 (**Privacy Act**). The Buyer will ensure the collection and storage of personal information of its clients is done securely and in accordance with the Privacy Act.
- 16.4 The Buyer must:
- 16.4.1 ensure at all times that each person to whom the Confidential Information has been disclosed pursuant to this clause complies with the terms of this clause;
 - 16.4.2 notify the Seller immediately if it becomes aware of a suspected or actual breach of confidentiality or the Privacy Act; and
 - 16.4.3 take all steps at its own cost to prevent or stop a suspected or actual breach of confidentiality or the Privacy Act.
- 16.5 Upon termination of this agreement for any reason whatsoever, the Buyer shall:
- 16.5.1 return the Manual and any other training material that may have been supplied to it by the Seller;
 - 16.5.2 continue to hold confidential the Confidential Information.
 - 16.5.3 securely and in accordance with the Privacy Act, destroy any personal information it may have collected and stored in the process of the on-sales and distributing Product.

17 Entire Agreement

- 17.1 This agreement embodies all the terms and conditions agreed upon between the parties as to the subject matter of this agreement and supersedes and cancels all previous agreements and undertakings, if any, between the parties with respect to the subject matter of the agreement, whether such be written or oral.

18 Severability

- 18.1 If any term or provision of this agreement shall be declared to be void, invalid or unenforceable or in breach of any Act of Parliament the validity of the remainder of this agreement shall not be affected and shall remain in force and effect as if this agreement had been executed with such invalid term or provision eliminated.

19 Dispute Resolution

- 19.1 If a dispute arises under this agreement which cannot be settled amicably by the parties, either party may give notice of the dispute to the other party and, within 14 days after such notice is given, the parties to the dispute will refer the dispute to mediation by a mediator agreed

between them. If the parties to the dispute are unable to agree on a mediator within 5 Business Days, a mediator will be appointed by the President of the Auckland District Law Society within a further 5 Business Days. Each party to the dispute will bear its own costs of the mediation and will contribute equally to the cost of the mediator.

19.2 If the dispute is not settled within 20 Business Days or such other period as the parties may agree in writing after the appointment of the mediator, either party may refer the dispute to arbitration. Such arbitration will be in accordance with the Arbitration Act 1996 and will be binding on the parties. The arbitrator will be agreed by the parties within 20 Business Days of written notice of the referral by the referring party to the other or, failing agreement, will be appointed by the President for the time being of the Auckland District Law Society. In either case the arbitrator will not be the same person as the mediator.

19.3 Nothing in this clause will prevent any party from taking immediate steps to seek urgent interlocutory relief before an appropriate court.

19.4 Nothing in this clause will apply to any claim for a breach of any warranty unless the parties agree otherwise in writing.

20 Assignment

20.1 The Buyer shall not transfer, assign, create any encumbrance over or deal in any manner with the benefit or burden of this agreement without the prior written consent of the Seller.

21 Variation

21.1 This agreement may only be modified or amended by a further agreement in writing and executed by the parties.

22 Acknowledgment

22.1 The Buyer acknowledges and accepts the following:

22.1.1 the Buyer has had an opportunity to read the terms of this agreement and obtain independent professional advice prior to signing this agreement;

22.1.2 this agreement provides the Buyer with the right to purchase Product from the Seller, to on-sell and distribute to others as part of the Buyer's business in accordance with the terms of this agreement;

22.1.3 this agreement does not:

- a provide any exclusive territory rights to the Buyer. This means that others may make sales within areas in which the Buyer intends to operate and this may have a negative impact on the profitability of the Buyer's business;
- b limit the rights of the Seller to amend the Product that it offers for sale to the Buyer; nor
- c create any relationship of employment, agency, partnership or joint venture. This means that the Buyer will be conducting its own business of the sale of Product the Buyer have purchased from the Seller and that it is the Buyer's

responsibility to arrange and maintain adequate insurances with respect to the Buyer's business.

- 22.1.4 the Buyer is aware that laws exist relating to door-to-door sales and unsolicited consumer agreements and of the need to comply with them, and that a change in those laws may have a negative impact on the Buyer's business;
- 22.1.5 any business venture involves a degree of risk;
- 22.1.6 the earnings the Buyer will achieve from the Buyer's self-employed work under this agreement will vary according to a range of factors including the Buyer's geographic location, personal skills and the time and effort that the Buyer apply to its work.
- 22.1.7 only a few buyers working under terms similar to this agreement achieve high financial returns; and
- 22.1.8 no one representing the Seller has mentioned to the Buyer a guaranteed income or made any representation to the Buyer about the earnings the Buyer can expect from the Buyer's work under this agreement, [other than the guarantee/s and/or statement/s listed below, or as set out in this agreement (if any)] [Set out the details of the guarantee/s or statement/s, their date/s and the name of the person/s who provided the guarantee/s or made the statement/s to you, OR delete these words in brackets if inapplicable].

23 Companies

- 23.1 Where the Buyer is a company:
 - 23.1.1 the directors named in schedule 1 (**Guarantor(s)**) guarantee to the Seller the due and punctual payment of all moneys payable by the Buyer and the due and punctual performance of all terms, conditions and obligations contained in this agreement and on the part of the Buyer to be performed and observed;
 - 23.1.2 then any change in the legal or beneficial ownership of any of its shares or issue of new capital whereby in either case there is a change in the effective management or control of the Buyer shall be deemed to be an assignment of the Buyer's right under this agreement requiring notice to the Seller in the terms hereof;
 - 23.1.3 then the Buyer will procure such of its employees, agents, partners or fiduciaries as shall in any way perform, carry out and/or otherwise be interested in the sale and purchase and/or distribution contemplated hereunder to enter into such covenant, guarantee and/or other agreement as shall be reasonably necessary to ensure the

observance and performance of the terms hereof as if that employee, agent, partner or fiduciary were a party hereto.

24 Waiver

24.1 No delay, grant of time, release, compromise, forbearance (whether partial or otherwise) or other indulgence by one party in respect of any breach of any other party’s obligations under this agreement is to:

24.1.1 operate as a waiver of or prevent the subsequent enforcement of that obligation; or

24.1.2 be deemed a delay, grant of time, release, compromise, forbearance (whether partial or otherwise) or other indulgence in respect of, or a waiver of, any subsequent or other breach.

24.2 No waiver by any party of his or its rights under this agreement will be effective unless it is in writing and signed by the party against whom the waiver is to be enforced.

25 Governing Law and Jurisdiction

25.1 This agreement is to be governed by and construed in accordance with the laws of New Zealand.

26 Counterparts

26.1 This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. A counterpart shall, as between the parties, be binding on each of them once each of them has executed a counterpart. The parties agree to accept facsimile or email signed copies of this agreement as duly executed, and agree to be bound by their signatures as appearing on the facsimile or email copies.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of **SEVENTH-DAY ADVENTIST CHURCH (SPD) LIMITED** trading as ADVENTIST MEDIA by:

Director

Director/Authorised Signatory

Witness Signature _____
 Occupation _____
 Address _____

SIGNED for and on behalf of the **BUYER** by:

The Buyer/Authorised Signatory

Witness Signature _____
 Occupation _____
 Address _____

SIGNED by the **Guarantor**:

Guarantor

Witness Signature _____
 Occupation _____
 Address _____

Schedule 1

1. DATED:

2. THE BUYER (if individual(s))

Name:

Address:

Telephone Number:

3. THE BUYER (if Company)

Name of Company:

Address of Registered Office:

Name and Telephone Number of Contact Person:

Name of Guarantee Director:

Address of Guarantee Director:

Telephone Number of Guarantee Director:

4. ADDRESSES FOR SERVICE

Subject to notice of any change;

- for the Buyer:
 - See items 2 or 3 above a applicable

- for the Seller:
 - PO Box 97-019
Manukau City
AUCKLAND
2241

5. Annexure Code of Ethics

Annexure – Code of Ethics

Code of Ethics of Buyers of Adventist Media products:

1. I will always conduct myself in a professional manner seeking the best interests of my prospects or customers and respecting their opinions and feelings.
2. I will always honour my promises and legal obligations to my prospects or customers delivering product(s) in accordance with what I have contracted to do in the purchase agreement in accordance with my customer's expectations.
3. I will always maintain the confidentiality of my prospects or customers and never abuse their trust or share images or information about them to anyone or any organization without their express written permission.
4. I will always securely store the personal information of my prospects or customers in accordance with the Privacy act 1993.
5. I will never exploit a person's age, sex, illness, handicap, ignorance, or language barrier to my advantage.
6. I will always maintain the highest Christian moral standards never engaging in any immoral, deceptive, false, unethical or unlawful practice or behavior.
7. I recognize that as an Buyer I have a legal responsibility to comply with my country's taxation laws and be insured against any public risk or liability I could incur.
8. I will never provide any direct health or medical advice to any prospect or customer.
9. I agree to keep distributorship price lists and commission amounts and percentages confidential.
10. I will only deliver products in new condition unless expressly agreed beforehand with my customer.
11. I will not make any false or misleading claims about the products or guarantees that I am unable to honour. I will do all I can to thoroughly understand the product features and customer benefits.