

INDEPENDENT CONSULTANT APPLICATION & AGREEMENT



Immunotec International Healthcare Products Limited
1st Floor Riverview House
21-23 City Quay, Dublin 2, Ireland

Customer Service
0808 1017330
(M-F 12:00 pm – 00:00 am)

Internet Address
www.uk.immunotec.com
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Please use a pen and print clearly in all of the spaces provided.

MAIN APPLICANT			
Date of Birth (mm/dd/yy) ____/____/____			Gender <input type="checkbox"/> M <input type="checkbox"/> F
Last Name	First Name	Middle	
Address			No.
Town/City	County		Post Code
<input type="checkbox"/> SHIPPING ADDRESS (if different from above)			No.
Town/City		County	Post Code
 Day	Mobile		
 Eves.	Fax		
E-Mail			
SECONDARY APPLICANT			
Last Name		First Name	
		Middle	
Relationship between applicants: <input type="checkbox"/> Spouse <input type="checkbox"/> Relative <input type="checkbox"/> Friends/Business Associates			
<p>Immunotec (referred to in this agreement as "Immunotec" or "the Company") is the promoter of this trading scheme in the United Kingdom. The products and services, which are supplied under this scheme, are food supplements and related products and services supplied by Immunotec and other products and services as Immunotec may market from time to time. Sales of these products and services are made by Immunotec Independent Consultants, who participate in the scheme as Consultants and order-takers. The only financial obligation of the Consultant during the period of twelve (12) months from the commencement date of this agreement is to purchase a Consultant kit and, if the Consultant elects to renew this agreement, the payment of the annual administration fee. The Consultant has no further annual financial obligation and in particular has a free choice whether or not to purchase any products or services under this trading scheme.</p> <p>We/I hereby declare that we/I have read the attached Terms and Conditions, the Business Guide and the Compensation Plan each of which documents is hereby incorporated into this agreement and that we/I fully understand and agree to abide by them and any other documents issued by Immunotec from time to time, each such document as amended from time to time by Immunotec. We/I agree that Immunotec may retain and process the personal information given by me to Immunotec for purposes including the marketing commissions payable and performance of the Immunotec business. Immunotec may record this information manually and/or electronically and will be the data controller for this information. Immunotec may disclose and transfer such personal information to other members of the Immunotec group of companies which are situated inside and outside of the European Union and to other persons for the purposes of Immunotec's business.</p> <ol style="list-style-type: none"> 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 14 days in which to cancel and get your money back. 			
Signature of Main Applicant			Date
Signature of Secondary Applicant			Date
IMMEDIATE UPLINE		ID #	
Name:			
ORIGINAL SPONSOR – PLACEMENT PLAN ONLY		ID #	
Name:			
		ID # (Internal Use Only)	
BANK INFORMATION OF CONSULTANT			
IBAN: _____		Swift Code / BIC: _____	
		Sort Code: _____	
Bank Name: _____		Address (if available): _____	

TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR(S)

- The Immunotec International Healthcare Products Limited ("Immunotec International") Independent Consultant ("Consultant") (and where the context so admits joint-Consultants) attests that he is of legal age as required by country in which he resides.
 - Consultant has read the Application form, the Business Entity registration form (if applicable) these terms and conditions, the Business Guide and the Compensation Plan ("the or this Agreement"). Consultant understands the terms of the Agreement and the potential consequences of not abiding by same.
 - Consultant understands that this Agreement does not constitute a partnership, franchise, employment, agency or joint venture relationship. Consultant is an independent contractor and has no right to represent, act for or bind Immunotec International, its parent company or any of its subsidiaries or associated companies or other entities. Consultant will be solely responsible for the filing of all applicable tax returns and the collection and payment of all applicable taxes due in relation to Consultant's Immunotec International business. In the event that Immunotec International is required to pay VAT on any payments due to the Consultant under the Compensation Plan or otherwise, Immunotec International reserves the right (subject to any necessary approvals) to self bill for such sums, in which event VAT shall only be paid to Consultant if Consultant is registered for VAT provides Immunotec International with a copy of his VAT registration certificate.
- If Consultant having been registered, becomes de-registered for VAT voluntarily or due to his turnover falling below the VAT threshold applicable at the relevant time or otherwise, he shall notify Immunotec International in writing of the fact of such de-registration within fourteen (14) days of the de-registration taking effect. If Immunotec International is obliged or liable to make any payment of VAT to the tax authorities as a result of the failure of Consultant to notify Immunotec International of de-registration for VAT then Consultant acknowledges and agrees that Immunotec International shall be entitled to recover from him the amount of such VAT by deduction from Consultant's account with Immunotec International or by any other means available to Immunotec International from time to time.
- As an independent contractor and consultant, Consultant agrees to abide by all applicable laws, regulations and codes of conduct in connection with the promotion of the Immunotec International business and the sale of all product sold by Immunotec International ("Products") including but not limited to the procuring and paying for any licenses, and permits as may be required to carry out his business as a Consultant.
 - Consultant understands that he is not an employee of Immunotec International and that he alone shall determine the number of hours needed to carry on his business. Consultant will purchase Products for sale only from Immunotec International or those suppliers or sources which are so designated by Immunotec International.
 - Consultant understands that he may only make or agree to make payments to or for the benefit of Immunotec International to the value of £200.00 including VAT during the seven (7) day period after entering into this Agreement.
 - Consultant agrees to abide by any and all laws, rules and regulations, pertaining to the Agreement (and in particular the Trading Schemes Regulations 1997 and the Consumer Protection from Unfair Trading Regulations 2008) and/or pertaining to the promotion of Immunotec International Products and the Immunotec International business opportunity.
 - Consultant agrees to abide by all DSA codes of conduct in force in any country where the Consultant is conducting his Immunotec International business during the term of the Agreement.

2. CONDUCT OF BUSINESS

Consultant acknowledges that:

- he is responsible for supervising all sales and distribution of Immunotec International Products in accordance with the terms of this Agreement and understands that this includes the supervision, support and training of other Consultants in his downline;
- he has received the Business Guide and the Compensation Plan and other documentation from Immunotec International and undertakes to read and familiarise himself with and accept such documents;
- he cannot have any interest in or management control of any other Immunotec International consignment, whether as a partner, shareholder, agent, creditor, consultant or employee; and
- the Immunotec International Compensation Plan and the Immunotec International Business Guide prohibit the purchase of products in unreasonable amounts. To be eligible to order additional products from Immunotec International, Consultant must certify that he has sold at retail at least seventy (70) per cent of all previous Product orders. To this end, Consultant undertakes to keep accurate records and receipts of all sales transactions. He must provide Immunotec International, at its request, with the names and addresses of his retail customers monthly for verification purposes.

In the event that Consultant is notified of any Product recall, he shall comply with such notice immediately.

This Agreement shall come into force only upon acceptance of the application by Immunotec International. On acceptance Consultant shall then have the right to purchase Products at wholesale and to promote the sale of the Products and the business opportunity for the term of the Agreement. Immunotec International has the absolute right and the sole discretion to refuse Consultant's application or any renewal of the same for any reason whatsoever.

3. PROPRIETARY USE OF IMMUNOTEC INTERNATIONAL PROPERTY

- Consultant undertakes that he will only use the promotional materials which are provided by Immunotec International and will use it in accordance with the provisions of the Business Guide and the Compensation Plan.
- Consultant acknowledges that all patents, trade marks, service marks and formulae relating to Products are the exclusive property of Immunotec International and, except in strict conformity with this Agreement and for the purposes of promoting the sale of Immunotec International Products and the Immunotec International business opportunity, Consultant has not been granted any license of right of use of such patents, trade marks, service marks and/or formulae.
- Consultant acknowledges except in accordance with this section 3 that he will not use any such patents or marks other than pursuant to written authorization from Immunotec International.

4. PRODUCT/PROFIT RESPONSIBILITY

Consultant hereby undertakes not to make any representations or guarantees as to the effects and/or effectiveness of the Immunotec International Products [except as stated in official Immunotec marketing materials] nor to make any statement of potential income or guarantee of income or profits of any kind to any person whatsoever except to actual sales volume or profit generated by Consultant's business or any other consultant which Consultant has appointed.

5. TERM AND TRANSFERABILITY OF APPLICATION

The term of this Agreement shall be for twelve (12) months from the date of acceptance of the Agreement by Immunotec International and is renewable upon Consultant submitting and Immunotec International accepting a new Application. Except as provided in the Business Guide, this Agreement is not transferable or assignable in whole or in part by Consultant. Immunotec International shall have full right and authority to transfer and/or assign this Agreement to any party to whom it deems appropriate in its sole and absolute discretion.

6. INDEMNIFICATION

Consultant acknowledges that he is an independent contractor and is solely responsible for the operation of his business. Consultant agrees to hold Immunotec International, its directors, officers, employees and agents harmless from any and all claims, actions, liabilities and/or damages which may result from the operation of Consultant's business and/or the sale of Products and releases Immunotec International, its directors, officers, employees and agents from any liability arising therefrom.

7. NON-SOLICITATION

During the term hereof [and for a period of ninety (90) days thereafter], the Consultant shall not, directly or indirectly, on his own behalf or on the behalf of another or on behalf of or in association with any person, hire any Immunotec International employee, solicit or engage any Immunotec International Consultant or Immunotec International customer or, in any manner, attempt to influence or induce any of them to alter or terminate their employment or business relationship with Immunotec International.

8. NON COMPETITION

During the term of this Application and while involved with the business or performing activities related to this Application, Consultant agrees not to compete with the business interests of Immunotec International by selling or promoting other products or participate in other network marketing opportunities. Exceptionally, Independent Consultants who have attained the Diamond rank (or higher) are not permitted to promote in any way other network marketing organisations.

Consultant agrees that for ninety (90) days after the termination of this Agreement, he will not sell or promote competing products to those offered by Immunotec International through network marketing in the United Kingdom.

Consultant acknowledges the necessity of these restrictions to protect Immunotec International's valuable interests and agrees that an injunction and/or other available remedy are necessary and appropriate for Immunotec International to protect such interests.

9. CONFIDENTIALITY

Consultants may gain access to information which may be considered to be confidential or proprietary of Immunotec International. Such information ("Confidential Information") includes but is not limited to names and addresses of Immunotec International consultants, names and addresses of Immunotec International employees, customers, genealogies and product and corporate strategies. Consultant agrees that he will not disclose directly or indirectly, any such Confidential Information to any third party or use, directly or indirectly, the Confidential Information to compete with Immunotec International or for any purpose other than to promote Immunotec International and Products. It is understood and agreed that but for this clause, Immunotec International would not provide Consultant with Confidential Information.

10. SET-OFF

Immunotec International will at all times have the right to withhold, deduct and set-off from any amount owing to the Consultant as a bonus, volume rebate or any other form of compensation based on the sales of Products or for any other reason to compensate

Immunotec International for any amount owing by the Consultant for the purchase of Products or otherwise.

11. VIOLATIONS, TERMINATION AND SUSPENSION

Violation of [sections 2(d), 8 or 9] are considered particularly serious and will normally result in a loss of purchasing privileges, suspension and/or termination from participation in the Compensation Plan or termination of this Agreement as well as action for injunctive relief and damages by Immunotec International.

In the event that Consultant is in breach of any of the terms of this Agreement including the terms of the Business Guide or becomes bankrupt or in the case of a company enters into liquidation or administration or enters into an arrangement with creditors or does not conduct his Immunotec International business in accordance with the terms of this Agreement, this Agreement may be terminated by Immunotec International.

Consultant may be suspended or terminated, as the case may be, for breaching the terms of this Agreement. Written notice of the suspension or the termination, as the case may be, shall be given to the Consultant, by mail, fax or by e-mail, setting out the reasons for the action. The suspension or termination shall be effective immediately upon notification.

In the event of a suspension, Consultant shall lose the right, during the suspension period, to purchase Products at wholesale cost, receive commissions, bonuses or other compensation which might otherwise be due. Additionally, Consultant shall not have the right during the suspension period to represent himself as an Immunotec International Consultant.

In the event of a termination, Consultant shall no longer be authorized to sell Products or to benefit from other Immunotec International programs, services, to receive bonuses, commissions or other forms of compensation, to sponsor other consultants and all rights associated with the activities of a Consultant and Consultant's sales organization or genealogical downline. If terminated, Consultant may not re-apply to Immunotec International for the period of one (1) calendar year from the date of termination.

Consultant may terminate this Agreement at any time and for any reason without penalty upon providing prior written notice to Immunotec International of no less than fourteen (14) days. In such event, Immunotec International will have the right to refuse to fill orders submitted thereafter by the Consultant without any liability whatsoever.

Consultant has the right within a period of fourteen (14) days, of entering into the Agreement to cancel the Agreement without penalty by written notice of termination and (i) to cancel any service not yet supplied and (ii) to return any goods purchased within that period and which remain unsold provided that such unsold goods are in the condition in which they were in at the time of purchase, (whether or not their external wrappings have been broken) and to require Immunotec International to refund an amount equal to one hundred per cent (100%) of any monies paid in respect of such goods.

Where Consultant terminates the Agreement more than fourteen (14) days after entering into it, Consultant shall have the right to return to Immunotec International any goods Consultant has purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from Immunotec International the price (inclusive of VAT) which Consultant paid for the goods, less:

- in the case of any goods, the condition of which has deteriorated due to an act or default on the part of Consultant, an amount equal to the diminution in their value resulting from such deterioration; and
- a reasonable handling charge of ten per cent of the price;

Where Immunotec International has terminated the Agreement, Consultant shall have the right to return to Immunotec International any goods Consultant has purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from Immunotec International the price (inclusive of VAT) which Consultant paid for the goods together with any costs incurred by the Consultant for returning the goods to the Company; any such refund shall be on terms whereby the goods not already held by Immunotec International will be delivered within twenty-one (21) days of such termination at Immunotec International's expense to the address set out in the Agreement Form or as notified by Immunotec International to the Consultant from time to time.

Any such refund in accordance with this section 11 shall be on terms whereby the purchase price is payable upon delivery of the goods or if the goods are already held by Immunotec International forthwith.

Immunotec International shall be entitled to request proof of ownership, e.g. sale receipts for the goods that Consultant requires Immunotec International to buy back in accordance with the Agreement.

Further, where either party terminates the Agreement more than fourteen (14) days after entering into the Agreement, Consultant has the right to return to Immunotec International any goods he has purchased more than ninety (90) days, but within one (1) year prior to such termination and which remain unsold and to receive from Immunotec International ninety percent (90%) of the price (inclusive of VAT) paid by Consultant for the purchase of those goods less (i) an amount equal to any commission, bonuses or other benefits (in cash or in kind) received by Consultant in respect of those goods, (ii) any amount due from Consultant to Immunotec International on any account and (iii) a reasonable handling charge, provided that such goods have not been purchased or acquired by Consultant in breach of this Agreement. Consultant returns such goods to Immunotec International in an unused commercially resalable condition not more than fourteen (14) days after the date of termination, and Immunotec International did not clearly inform Consultant that the items were seasonal, discounted or special promotion products which were not to be subject to the provisions of this section 11. Consultant understands and agrees that bonuses or commissions paid to Consultant on Products returned by or services refunded to Consultants in his downline, within the preceding one hundred and twenty (120) days shall be repayable by Consultant and may be deducted from his account with Immunotec International at any time where a Consultant in his team terminates his/her Consultant Agreement or it is terminated by Immunotec and Immunotec refunds the price paid for goods in accordance with this section 11.

Except where the obligation on Consultant is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Agreement, Consultant shall be released from all future contractual liabilities towards Immunotec International on termination of the Agreement at any time.

12. GOVERNING LAW

The terms and provisions of the Agreement and any dispute arising thereunder shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

13. SEVERABILITY

If any provision of this document is found to be invalid, illegal or unenforceable for any reason whatsoever, such provision shall be fully severable and the remaining terms shall remain in full force and effect and shall be construed as if such invalid, illegal or unenforceable provision had never been a part thereof. Additionally, in lieu of such invalid, illegal or unenforceable provision, there shall be added a provision similar in its terms to replace such invalid, illegal or unenforceable provision.

14. AMENDMENT

Upon notification to the Consultant, Immunotec International may at its discretion amend the Agreement. Consultant's continued engagement in promoting Immunotec International Products, promoting the Immunotec International business opportunity, or both, after notice of any revisions to the Agreement including in particular the Business Guide and the Compensation Plan shall constitute his agreement to such revisions and legally binding amendment of the Agreement.

15. ENTIRE AGREEMENT AND INTERPRETATION

This Consultant Application form, the business entity registration form (if applicable) these terms and conditions and the Compensation Plan (as amended from time to time) constitute the entire agreement between the Consultant and Immunotec International and supersede all previous negotiations, understandings, agreements or arrangements, whether written or oral. Consultant hereby acknowledges that no representations, warranties or guarantees have been made to Consultant by Immunotec International. In the event that more than one applicant has signed this Application, all singular nouns and pronouns contained herein shall be deemed to be plural and all necessary grammatical changes shall be deemed to be incorporated herein. Correspondingly, where more than one applicant has signed this Application such applicant hereby acknowledge that they shall be jointly and severally responsible for the undertakings, representations, obligations and covenants of the Consultant pursuant to this Application. Gender specific nouns and pronouns shall be deemed to refer to the gender of Consultant.

16. WAIVER

No failure to exercise and no delay in exercising on the part of Immunotec International, any right under the Agreement shall operate as a waiver thereof.

17. NOTICES

Any notice or other written communication given under or in connection with this agreement may be delivered personally or sent by e mail or by first class post to Immunotec International at the address shown on the Consultant Application form or such other address notified from time to time by such party to the other. Any notice given under this Agreement will start to run from the day when it is posted to the addressee at their address set out overleaf or posted to any replacement address which has been notified.

18. THIRD PARTY RIGHTS

The Contract (Rights of Third Parties) Act 1999 are hereby excluded and shall not apply to this Agreement.

19. DATA PROTECTION

Consultant agrees that the information which he gives Immunotec International (including information in relation to himself, his address and other details) will be retained by Immunotec International as data controller on a computer database and will be used by Immunotec International for business creation and development, management reporting, and communications both manually and/or on a computer database and genealogy database and contact from his Consultant upline. Consultant agrees that Immunotec International may disclose this information to associated companies and entities and to other Immunotec International Consultants to maintain its sales organization and to administer commissions payable and Consultant hereby consents to the Company retaining, processing and disclosing this information for the purposes set out in this section 19.