

Terms and Conditions of Independent Distributor Agreement between Tianshi Spain S.L., (in the following "Tiens") and Tiens' Independent Distributors

A. As an Independent Distributor, I understand and agree:

1.1 I will promote and sell Tiens various food supplements, wellness, cosmetic and other marketing products and services to ultimate customers by way of direct selling on my own behalf or on behalf of Tiens (as indicated in Tiens' terms of business relating to particular products and/or services from time to time). Tiens' specific distribution system is characterised by the fact, that Independent Distributors offer ultimate consumers the products for acquisition by way of personal contacts. In this connection the system is based on Tiens' Compensation Plan. This Plan regulates the tasks of the Independent Distributors according to their functional position in the organisation which is structured according to the principles of a Multi-Level-Marketing system. Furthermore the Plan regulates the performance criteria which an Independent Distributor must meet in order to reach the individual functional position in the Organisation as well as the compensation paid for the successful performance of the contractual tasks.

1.2 I will not sell Tiens products and/or services on the Internet (other than via a Tiens-provided website) or in any public, retail or service establishments. I will not sell Tiens products and/or services for resale by others, or (except with the prior written consent of Tiens) in retail establishments. Tiens' approval may be revoked at any time in its absolute discretion. I will not sell Tiens products and/or services via auction, whether online or otherwise.

1.3 I will present Tiens products and/or services in a truthful, sincere and honest manner, and I will conduct myself in a manner that reflects the highest standards of integrity and responsibility in keeping with the reputation of Tiens.

1.4 I will not accept orders for purchases which I know to be for unreasonable volumes, for example if the purchaser had no need of the goods, either for his own use or for re-sale within a reasonable period.

1.5 I will make personal or telephone contact with consumers only in a reasonable manner and during reasonable hours, normally not before 8am or after 9pm and I will inform the consumer that the purpose of the visit is to solicit or confirm an order for products and/or services.

1.6 I will demonstrate or sell only Tiens products and/or services. I will not demonstrate or sell any other products and/or services, including any products and/or services made personally by me, as part of my business, at any party or at a Tiens-sponsored event or meeting.

1.7 I will make only such verbal or written product claims with respect to product efficacy as are authorised by Tiens.

1.8 When making an appointment to visit a consumer, I will:

1.8.1 inform the consumer as to the purpose of the visit;

1.8.2 if the visit is not a party plan sales event and is likely to last more than 15 minutes, inform the consumer as to the likely length of the visit;

1.8.3 where products and/or services are intended particularly for the elderly or infirm, check for any vulnerability (lack of understanding etc) that the consumer might have. In such cases, I will use an effective screening system able to identify vulnerable consumers and take all reasonable steps to ensure that the vulnerability is not exploited, even unintentionally.

2. I will protect Tiens' trademarks and trade name by not reproducing Tiens' name and/or trademarks or copy any of Tiens' materials for use in any advertising without the prior written approval of Tiens. I am not allowed to use Tiens' trademarks or trade names in email- or domain addresses.

3. I am an independent contractor; I am not an employee, partner or franchisee of Tiens. I cannot act on behalf of, represent, or conclude any contracts on behalf of Tiens, save for the collection and transmission of orders for Tiens products and/or services at prices approved by Tiens; I do not have any authority to incur any debt, obligation or liability on behalf of Tiens. It is up to me to decide whether to work at all, and if so, for how many hours. As an independent contractor, I am responsible for paying all national insurance contributions, income taxes, VAT and making all relevant filings and returns required by law; I know that I have to inform Tiens immediately as soon as I become liable to pay VAT. From this point of time onwards Tiens will account and pay the remuneration due plus VAT. I agree to abide by all laws relating to my business. I will be responsible for my conduct in relation to my business with Tiens and will indemnify Tiens as regards any claims against Tiens and/or myself arising out of my conduct. I will maintain adequate insurance against all relevant risks including public liability. I will be responsible to apply for the required trade certificate at my local community authority (if and where applicable).

4. I will present Tiens' business opportunity in a truthful manner. I will not make any misleading earnings claims. I will accept recruiting responsibilities by ensuring that any prospective recruit is 18 years of age or older.

5. I will submit product orders to Tiens in the manner prescribed by Tiens accompanied by payment method deemed acceptable by Tiens. I understand that all orders are subject to acceptance by Tiens.

6. I understand that information and materials provided to me contain confidential and proprietary information of Tiens. I will not use, disclose or reproduce these materials other than for my business without the prior express written consent of Tiens. During as well as after the term of this Agreement I will keep secret all information at my disposal concerning Tiens, any other members of the Tiens-Group, and the Tiens product range and selling system, if the information is not generally accessible to the public. This obligation includes all data and facts concerning Tiens' selling organisation.

7. I have no financial obligation during the period of 12 months from the start of this agreement other than to purchase a Starter kit/ pay the registration fee, and to pay for any goods and/or services ordered whether for resale or my own use.

8. I understand that commissions will be paid in accordance with the Compensation Plan and that I must comply with and not be in breach of any of the terms of the Agreement in order to be eligible for payment.

9. Data Protection: I agree, by signing this application form, that Tiens will store and process my personal information provided to Tiens in electronic form or otherwise. I also agree that Tiens may transfer the data to its affiliates and to other persons situated outside the European Economic Area for use by Tiens for business purposes. Personal information includes my name and address, birth date, email address, bank account and other information relating to me may be disclosed to third parties for Tiens' business purposes unless I notify Tiens that I do not want such information released. I also agree that such information pertaining to customers belongs to Tiens and that Tiens reserves the right to assure continued service to customers if I cease to be an active Independent Distributor. I will take appropriate steps to protect the security of personal data in my possession.

10. In the supply of promotional or training literature (sales aids) in hard copy or electronic form I will:

10.1 utilise only materials that are approved by Tiens or comply with the same standards to which Tiens adheres;

10.2 not make the purchase of such sales aids a requirement for downline direct sellers;

10.3 provide such literature (and any other sales aids) at no more than a reasonable and fair price, equivalent to the price of similar material available generally in the marketplace;

10.4 offer a written return policy that is the same as the return policy of Tiens;

10.5 not require any other direct seller to purchase any sales aids or other materials that are inconsistent with Tiens' policies and procedures;

10.6 ensure that sales aids and other materials are not misleading and

10.7 not permit the sale of sales aids to be a profit centre for any direct sellers.

11. I cannot transfer or subcontract this agreement or my appointment as an Independent Distributor to any person or entity. As an independent contractor, I am entitled to arrange for such assistance in the conduct of my business as I deem appropriate.

12. I may cancel this Agreement without penalty within fourteen (14) days of entering into it and if I do so I am entitled to recover all monies paid to Tiens in that time upon delivery to Tianshi Spain S.L., Avenida Diagonal 640, 08017 Barcelona, Spain products and/or services in a commercially re-saleable condition. Cancellation may be effected by sending a written notice to Tiens at Tianshi Spain S.L., Avenida Diagonal 640, 08017 Barcelona, Spain, or via email to info@tiens.es. Such notice must contain my full name, Independent Distributor number and address.

13. Tiens gives its customers the right to cancel purchases within two weeks of delivery. Notice of this right is printed on the customer order form. Regardless of whether the products are sold by Tiens directly or via the Independent Distributor I am obliged to conform to this rule.

B. Tiens understands and agrees:

1. Independent Distributor will be entitled to earn commission income based on Tiens' Compensation Plan on sales of Tiens products and/or services to the ultimate consumer.

2. In addition to commissions, Tiens may provide additional awards and privileges to "active" Independent Distributors, as defined from time to time.

3. Tiens will calculate and pay commissions in accordance with the then current Tiens-published commission schedules. Tiens may change commissions, incentive programme rules and active sales requirements at any time with thirty (30) days' prior written notice to Independent Distributor.

4. Tiens will not impose on Independent Distributor any geographical territories or limits relating to sales and recruiting of Independent Distributors.

5. The Independent Distributor has no financial obligation during the term of this agreement other than to pay for the products and/or services ordered.

C. General

1. This agreement is subject to acceptance by Tiens confirmed by its issue of an Independent Distributor number.

2. This agreement is effective for 12 months from the date of acceptance. It may be renewed for an additional term of one year, if all requirements as detailed in the Tiens Compensation Plan have been met and/or after the annual renewal fee is paid by the Independent Distributor.

3. This Agreement is concluded for an indefinite period of time. Each of the parties may terminate the Agreement at the end of any month, by giving 14 days' notice in writing.

4. The Independent Distributor is prohibited to induce any member of Tiens sales organisation to sell other products or services or otherwise to promote such products or services in addition to or instead of their Tiens business activities. This applies even if the products and services in question do not compete with the Tiens products and services.

5. Tiens guarantees the quality of its products. In case the Independent Distributor receives any defective products for his business, Tiens pledges to exchange them against products free of defects within 30 days after the Independent Distributor has notified Tiens that he has received the defective product.

6. If any provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

7. Tiens may transfer its contractual position at any time to a successor company which continues the direct selling business of Tiens. The Independent Distributor is only allowed to transfer his contractual position with Tiens' approval in writing. The tasks and duties of an Independent Distributor have to be rendered in person. This means that the contractual relations end with the death of the Independent Distributor. Nevertheless Tiens may consent to the transfer to an heir if he fulfils the requirements to manage the deceased Independent Distributor position, in Tiens sole discretion.

8. If Independent Distributor terminates this agreement more than 14 days after entering into it or if Tiens terminates this agreement, Independent Distributor:

8.1 shall have no further contractual obligation to Tiens except under provisions which expressly or by implication endure beyond that point, and may cancel any outstanding personal orders and immediately receive a full refund of any prepayment for orders not received.

8.2 may return (at Tiens' expense) any original, unused, and commercially re-saleable goods purchased from Tiens within 90 days prior to such termination and Tiens will give Independent Distributor a full refund of the VAT inclusive price of such goods less commissions generated, less commissions generated less 10% handling charge (which will not be levied if Tiens terminates this agreement), and any diminution in the value of the goods returned to Tiens in a deteriorated or non-merchantable condition provided that such products and/or services were not purchased or acquired in breach of this agreement;

9. Tiens agrees to provide to the Independent Distributor with every purchase of products and/or services for Independent Distributor's own use a Notice of the Right to Cancel and that it will abide by the terms therein.

10. These terms and conditions, Tiens' Policies & Procedures and Compensation Plan, all as may be modified from time to time in writing issued by an authorised Tiens representative (and in no other way) together constitute the entire agreement between the parties concerning its subject matter. Neither party shall have any claim against the other (save for fraud or misrepresentation) except as may arise from breach of the express terms of this agreement. It cannot be altered, modified or changed through any suggestions, advice, guides or sales aids provided by Tiens.

11. This agreement shall be governed by Spanish law.

12. Tiens' address for the return of any products pursuant to the terms above:

Tianshi Spain S.L., Avenida Diagonal 640, 08017 Barcelona, Spain