

UNITED KINGDOM

GEON Limited

TERMS AND CONDITIONS

APPLICATION AND IMR DISTRIBUTORSHIP AGREEMENT

Upon acceptance of the Agreement by GEON and in consideration of GEON granting to me the non-exclusive right and privilege to purchase and promote GEON Products and the GEON income opportunity, I (including any joint IMR - Independent Marketing Representative) hereby agree to the following terms and conditions:

1. I understand and agree that I am an independent contractor and the Agreement does not create a franchise or an employer/employee, partnership, or joint venture relationship. I shall have no legal right or authority to bind GEON to any obligation or to make representations or warranties on behalf of GEON. I shall be responsible for the filing of all necessary tax returns and paying all applicable taxes due in relation to the Independent Marketing Representative's GEON business. Further, as an independent contractor I agree to:
 - (a) abide by any and all laws, rules and regulations, pertaining to the Agreement (and in particular the Trading Schemes Regulations 1997) and/or pertaining to the promotion of GEON Products; and
 - (b) at my own expense make, execute or file, all reports and obtain all licenses (including if applicable, VAT registration) as are required by law or public authority with respect to the Agreement, the sale of GEON Products and/or the promotion of the GEON income opportunity.

In the event that GEON is required to pay VAT on any payments due to me under the Compensation Plan or otherwise GEON reserves the right or otherwise (subject to any necessary approvals) to self bill for such sums, in which event VAT shall only be paid to me if I am registered for VAT and provide GEON with a copy of my VAT registration certificate. I hereby agree that I will accept all self billed invoices issued by GEON during the term of the Agreement.

If, having been registered, I become de-registered for VAT voluntarily or due to my turnover falling below the VAT threshold applicable at the relevant time or otherwise, I will notify GEON in writing of the fact of such de-registration within fourteen (14) days of the de-registration taking effect. If GEON is obliged or liable to make any payment of VAT to the tax authorities as a result of my failure to notify GEON of de-registration for VAT then I hereby acknowledge and agree that GEON shall be entitled to recover from me the amount of such VAT by deduction from the Independent Marketing Representative's account with GEON or by any other means available to GEON from time to time.

2. I understand and agree that the Independent Marketing Representative shall be remunerated in accordance with the Compensation Plan as amended from time to time.
3. I understand that GEON Independent Marketing Representatives are not guaranteed any specific amount of earnings and that any earnings and success will depend upon the sale of GEON Products, the acquisition of customers for GEON Products and the sales and acquisition of customers by other GEON Independent Marketing Representatives in my organization.
4. In presenting the GEON opportunity to prospects, I agree that such presentations shall be strictly according to the following format and that I will be terminated as a Independent Marketing Representative if I fail to do so: In each presentation of the Independent Marketing Representative position, the prospect shall be directly informed that no fee, purchase or customer relationship is required or is a means to become a GEON Independent Marketing Representative other than the purchase of the Geon IMR annual fee to cover their Geon back-office management and replicated website.
5. Upon notification to the Independent Marketing Representative, GEON may at its discretion amend the Agreement. The Independent Marketing Representative's continued engagement in promoting

GEON Products, promoting the GEON business opportunity, or both, after notice of any revisions to the Agreement including in particular the Policies and Procedures and the Compensation Plan shall constitute his/her agreement to such revisions and legally binding amendment of the Agreement including the Policies and Procedures and the Compensation Plan.

6. I will order Products under the Agreement in accordance with the procedure set out in the Starter Kit as amended from time to time. For UK residents only: I understand that in any event I may only make or agree to make payments to or for the benefit of GEON to the value of £200.00 including VAT during the seven (7) day period after entering into the Agreement.
7. I understand that no regulatory authority ever endorses or approves any product, compensation plan or company, and I will make no such claim in respect of GEON to others.
8. I understand that my Independent Marketing Representative position can be inherited or bequeathed, but cannot be transferred or assigned during my lifetime without written consent of the Company which consent will not be unreasonably withheld, such transfer or assignment to be in accordance with the procedures and conditions set out in the Policies and Procedures.
9. This Agreement shall be deemed in effect upon its receipt and acceptance by GEON for a period of one (1) year after such acceptance occurs or such other date as GEON may, in its discretion, specify from time to time. GEON reserves the right in its sole discretion to accept or reject an application to become an Independent Marketing Representative. I understand that I am required to renew the Agreement annually prior to the expiration date set by GEON and that on renewal the annual fee of US \$25 (plus VAT where applicable), to include GEON's administration and processing of the Independent Marketing Representative's renewal and GEON providing information, newsletters and support throughout the following year, such amount to be subject to revision for subsequent years, is payable. GEON may at its option accept late renewal applications but otherwise anyone wishing to renew after expiry must re-apply to become an Independent Marketing Representative under the same sponsor, with the loss of any downline.
10. I will not promote my Independent Marketing Representative business nor use the Company name, or the trade names, logos, sales materials, trademarks or service marks of GEON Ltd or its partners or suppliers except in materials provided by the Company or approved in writing by GEON Ltd prior to their use by me. I understand that any unauthorized use or duplication of trademarks or copyrighted materials in either printed or digital form is a violation of law and grounds for termination of my Geon Independent Marketing Representative position.
11. I understand that any verbal or written statements made by an Independent Marketing Representative, as an independent contractor, with regard to GEON's Products, and the GEON business opportunity must be based strictly on the written information issued by GEON, for example, in current Independent Marketing Representative and sales promotion literature and in accordance with the Policies and Procedures and that I am liable for all statements I may make which deviate from such information issued by GEON. I hereby indemnify GEON from any loss, damages, claims, and costs including legal fees or court costs or fines arising from unauthorized representations made by me.
12. I am responsible for supervising and supporting Independent Marketing Representatives I sponsor into the program and in my commissionable downline. I agree to maintain monthly communication and support to those Independent Marketing Representatives in my commissionable downline by way of any of the following, or combination thereof: Personal contact, telephone communication, written communication, and attendance at Independent Marketing Representative meetings.
13. No purchase or investment is necessary to become an Independent Marketing Representative other than the purchase of annual IMR back-office management and replicated site fee. I hereby acknowledge that purchase of any Products, promotional or sales aid literature or attendance at any GEON sponsored training is entirely optional.
14. The Agreement may be terminated by me without penalty and with or without cause or reason at any time upon not less than fourteen (14) days written notice or by GEON at its sole discretion by seven (7) days notice in writing effective immediately for any breach of its provisions or violation of any of

the terms of the Agreement, the procedure for such termination to be in accordance with the provisions set out in the Policies and Procedures.

15. Except where the obligation on me is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Agreement, I will be released from all future contractual liabilities towards GEON on termination of the Agreement at any time.
- (a) I understand that I have 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 receive a refund of all monies paid me in connection with my joining the GEON program, (ii) to return any Products (including training and promotional materials, business manuals and kits) purchased within that period and which remain unsold provided that such unsold Products 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 GEON to refund an amount equal to one hundred per cent (100%) of any monies paid in respect of such Products.
 - (b) I understand and agree that the purchase of my Debit MasterCard for bonus payments is not covered by this rule and is non-refundable as the price of the card includes a sum of money already pre-loaded onto the card for my use and a service contract with Prepaid Financial Solutions Limited ("PFS") the card issuer, under which I, the cardholder, am obligated to a £1 monthly service charge for the use of the card facility. Should I wish to terminate my Agreement with GEON, GEON will notify PFS that I am no longer associated with GEON and I will have to provide PFS with appropriate identification under international banking KYC (Know Your Customer) rules for continued benefit of the use of the card. Should I fail to provide PFS with the required identification they will cancel my card without further recourse. Should I wish to cancel my card obligation with PFS, I may do so at any time by paying them a one-off £10 (or US \$20 in the case of USD denominated cards) cancellation charge.
 - (c) After termination, I understand that I must wait six (6) months from the date of termination of the Agreement before re-applying to become an Independent Marketing Representative.
 - (d) Where I terminate the Agreement more than fourteen (14) days after entering into it, the I shall have the right to return to GEON any Products I have purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from GEON the price (inclusive of VAT) which I paid for the Products, less
 - (i) in the case of any Products, the condition of which has deteriorated due to an act or default on my part, an amount equal to the diminution in their value resulting from such deterioration; and
 - (ii) a reasonable handling and restocking charge of ten per cent of the price for products in a resalable condition.
 - (iii) the value of any products on which commissions have already been paid or
 - (iv) previously certified by me already having been sold under the 70% Rule which stipulates that I may not 'inventory load' for the purposes of qualifying for commissions and bonuses and that each order I place with the company is subject to the provision that I have already sold at least 70% of what I had ordered previously.
 - (e) Where GEON has terminated the Agreement, I shall have the right to return to GEON any Products I have purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from GEON the price (inclusive of VAT) which I paid for the Products together with any costs incurred by me for returning the Products to the Company; any such refund shall be on terms whereby the Products not already held by GEON will be delivered within twenty-one (21) days of such termination at GEON's expense to the address set out in the Application and Agreement Form or as notified by GEON to me from time to time.
 - (f) Any such refund shall be on terms whereby the purchase price is payable upon delivery of the Products or if the Products are already held by GEON forthwith.

18. GEON shall be entitled to request proof of ownership, e.g. sale receipts for the Products that I require GEON to buy back in accordance with the Agreement.
19. I understand and agree that bonuses or commissions paid to me on Products returned by or refunded to Independent Marketing Representatives in my downline, within the preceding one hundred and twenty (120) days shall be repayable by me and may be deducted from my account with GEON at any time where a Independent Marketing Representative in my downline terminates his/her Independent Marketing Representative Agreement or it is terminated by GEON.
20. I agree that payments of refunds will be made in the same form as the original payment and in accordance with GEON termination procedure in force from time to time.
21. In consideration of the granting of the Independent Marketing Representative position, I agree that the I will not during the term of the Agreement or for a period of ninety (90) days thereafter, take or encourage any action the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of GEON's contractual relationships with any GEON Independent Marketing Representatives. Without prejudice to the generality of the foregoing, I will not directly or indirectly contact, solicit, entice, sponsor or accept any of GEON's Independent Marketing Representatives into, or in any way promote to any such Independent Marketing Representatives opportunities in competing marketing programs of any direct sales company other than GEON or to cease being a GEON Independent Marketing Representative.
22. GEON's Genealogies (being the information held by GEON relating to its Independent Marketing Representatives, which at GEON's option may include but are not limited to its relationships with each of its Independent Marketing Representatives, the sponsorship of each Independent Marketing Representative, the Independent Marketing Representative's downline and teams and historical purchasing information for each Independent Marketing Representative) contain confidential information which is highly sensitive and valuable to GEON's business and which shall at all times remain the property of GEON. In the event that GEON shall agree to disclose details of any of its Genealogies to me, I shall (to the extent such details are not publicly available other than by breach of the Agreement) at all times and without limit in time treat such details as confidential information in the nature of a trade secret and shall not use or disclose or permit the use or disclosure of such details to any other person (and shall take all reasonable steps to protect and maintain the security of the information) and shall use the details solely for the benefit of the my GEON business and of GEON and for the stated purpose for which they were provided; and I shall return copies of any such information to GEON forthwith upon the termination of the Agreement for whatever reason.
23. The Independent Marketing Representative Application and Agreement Form, these terms and conditions, the Policies and Procedures, and the Compensation Plan (as amended from time to time) constitute the entire agreement between the Independent Marketing Representative and GEON and no other additional promises, representations, warranties or agreements of any kind shall be valid unless in writing and issued by GEON.
24. No failure to exercise and no delay in exercising on the part of GEON, any right under the Agreement shall operate as a waiver thereof.
25. Any notice or other written communication given under or in connection with the Agreement may be delivered personally or sent by first class post to GEON at the address shown on the Independent Marketing Representative Application and Agreement Form or such other address notified from time to time by such party to the other.
26. If at any time any term or provision in the Agreement shall be held to be illegal, invalid or unenforceable in whole or in part under any rule of law or enactment such term or provision or part shall to that extent be deemed not to form part of the Agreement but the enforceability of the remainder of the Agreement shall not be affected.
27. The terms and provisions of the Agreement and any dispute arising hereunder shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
28. The Contract (Rights of Third Parties) Act 1999 is hereby excluded and shall not apply to this Agreement.