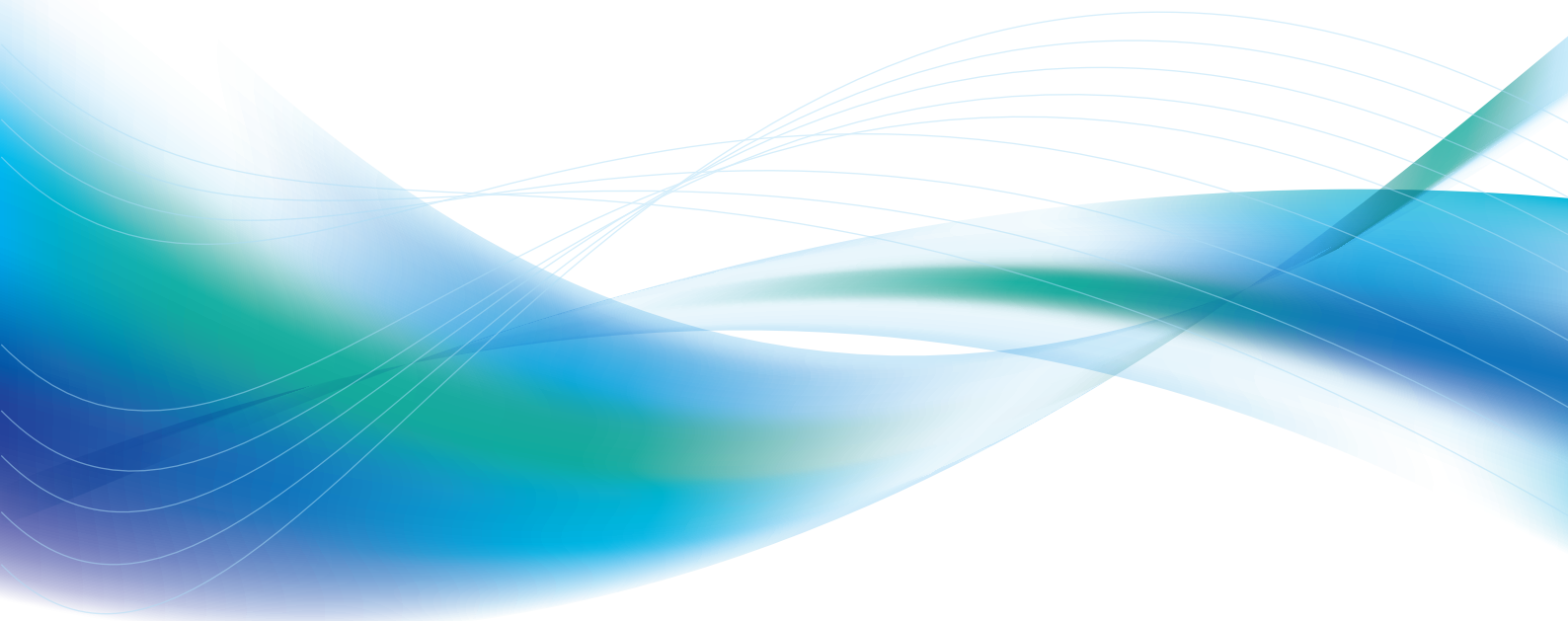


Independent Business Partner Application and Agreement



Independent Business Partner Application and Agreement

Welcome to the Stemtech family!

Please review this information with your enroller in order to decide the best options for your business goals. If you have any questions, your enroller will be glad to answer them. You may also contact a friendly Partner Services Representative Monday to Friday from 9am to 5pm at 02072655590.

Stemtech UK Limited

Unit 5, Benford Court
Lower Cape
Warwick CV34 5DA
United Kingdom

Tel: (0207) 265-5590 • Email: dsuk@stemtech.com

STEP ONE (THIS IS WHERE YOUR BUSINESS BEGINS)

Starter Kit - £59.00

Includes:

- Registration as an Independent Business Partner with Stemtech
- 1 SE2®
- 1 Stemtech Success Tools (Stemtech Success Guide)
- Ability to purchase products at a discount
- Opportunity to become qualified to earn bonuses, commissions and overrides
- Option to purchase Partner Business Suite and sales aids separately

**This is where
your business
begins**

STEP TWO (THESE ARE THE OPTIONS TO GROW YOUR STEMTECH BUSINESS)

The TeamBuilder Upgrade[†] - £225.00

Includes:

- 1 StemFlo®, 1 ST-5®, 1 DermaStem® Renewal Serum
- Partner Business Suite^{††/†††} with:
 - Personalized Website
 - Retail Shopping Cart
 - Back Office with tracking, management tools and advanced reporting features

£40.00 Sales Bonus
£64.00 TeamBuilder Bonus
£80.00 Turbo TeamBuilder Bonus
£32.00/£40.00 Matching Bonus

Point Value (PV): 300
Bonus Volume (BV): 0

The TeamBuilder Leadership One Upgrade - £725.00

Includes:

- 2 SE2®, 3 StemFlo®, 3 ST-5®, 3 DermaStem® Renewal Serum
- Partner Business Suite^{††/†††} with:
 - Personalized Website
 - Retail Shopping Cart
 - Back Office with tracking, management tools and advanced reporting features

£80.00 Sales Bonus
£160.00 TeamBuilder Bonus
£80.00 Matching Bonus

Point Value (PV): 1000
Bonus Volume (BV): 0

* In conjunction with the Starter Kit

† TeamBuilder Conditions: TeamBuilder Upgrade offer is available one time only, 7 days after you have purchased your Starter Kit. Enroller must have a personal AutoShip or personal VIP Customer AutoShip to qualify to receive TeamBuilder bonuses. New enrollees may be "placed" under a downline Partner. The Enroller retains the TeamBuilder Enroller Bonus.

†† TeamBuilder Partner Business Suite Rules: To waive the £9.95 monthly fee, you must elect AutoShip enrollment with your TeamBuilder Upgrade sign-up. The Partner Business Suite set-up fee of £129.95 is waived when you sign up with the TeamBuilder Upgrade.

††† Leadership One Upgrade Partner Business Suite Rules: Purchase of a Leadership One Upgrade gives you the Partner Business Suite FREE of set-up and monthly fees for as long as you remain a Stemtech Partner.

MONTHLY AUTOSHIP PROGRAMME

Enjoy the convenience of getting SE2®, StemFlo®, ST-5®, DermaStem® Renewal Serum, StemPets® and StemEquine® delivered to your door automatically every month by joining the AutoShip programme. You can elect to start receiving your AutoShip order the month you enroll or to start the following month. By joining the AutoShip programme, you also receive the following benefits:

- Convenient ordering at the best pricing and best shipping rates
- Keeps you eligible for TeamBuilder bonuses
- Waives the £9.95 monthly fee for the Partner Business Suite
- Volume points count towards advancement and qualification in the Lifestyle Leadership Programme

To enroll, simply:

1. Check the "Yes, sign me up" box in the AutoShip selection

2. Fill in how many bottles of what product a month you wish to receive

(Note: You receive a discount on shipping costs and receive FREE shipping when ordering 4-6 bottles on AutoShip.)

3. Select to have your AutoShip begin this month or next month (Note: You are only eligible for Prosperity Bonus Programme commissions in months that you or a Personally Enrolled Retail Customer have an AutoShip order.)

Independent Business Partner Application and Agreement

SIGN-UP

INDEPENDENT BUSINESS PARTNER OPTION:

Starter Kit £59.00

All Applicants must acquire the Starter Kit.

PARTICIPATE IN THE TEAMBUILDER PROGRAMME

TeamBuilder Upgrade £225.00**

TeamBuilder Leadership One Upgrade £725.00**

** Does not include Shipping & Handling.

AUTOSHIP OPTIONS: See instructions for details

YES, please sign me up for Stemtech's discount AutoShip programme. I understand that Stemtech will automatically send my products selected below once a month and I authorize Stemtech to charge my credit card or debit card indicated on this form, for each monthly order. I understand that I may cancel my AutoShip order at any time.

AutoShip is valid for 1 year. Please automatically renew my AutoShip when it expires.

Please indicate below the products and quantities you would like to receive on your AutoShip.

_____ SE2® (£43.95)*

_____ StemFlo® (£38.95)*

_____ ST-5® (£43.95)

_____ DermaStem® Renewal Serum (£85.00)*

_____ StemEquine® (£99.00)*

*Plus applicable shipping.

Start THIS month

Start NEXT month[†]

Please contact Stemtech if the payment option for AutoShip needs to be different from payment method provided, or include alternate payment info along with this form when submitting.

[†]You are only eligible for AutoShip Programme commissions next month when you have an AutoShip order.

PARTNER BUSINESS SUITE

PARTNER BUSINESS SUITE will be available after TeamBuilder Programme Purchase.

Desired Website Username (Default Password is 'password')
www._____.Stemtech.com

I certify that I am aged 18 or above. I understand that I have the right to terminate my Stemtech independent business at any time, with or without reason, by mailing or faxing written notice to the Company at the above address.

Applicant's Signature Date

Co-Applicant's Signature Date

APPLICATION INFORMATION

Name _____

Company Name _____

Co-Applicant's Name _____

Address _____ Ship To (if different) _____

City, County, and Post Code _____ Ship To (if different) _____

Primary Phone _____ Secondary Phone _____ Fax _____

E-mail _____

ENROLLER INFORMATION

Name _____ Placement Name (if different) _____

ID No _____ Placement ID No (if different) _____

Address _____

City, County, and Post Code _____

Phone _____ E-mail _____

PAYMENT METHOD

This is how you pay for your order:

Mastercard Visa

Card No: _____

Exp. Date: _____

Cardholder Signature: _____

Please retain this credit card number on file for future ordering. Our Partner Services will contact you in order to inquire about complementary data.

I understand that I must manually renew my Stemtech membership of £10.00 every year.

This is how we pay you:

Stemtech pays commissions through bank transfer. If you are not interested in pursuing the Stemtech Business please do not fill this information. In order to receive commissions we require the following Bank Account details:

Your Bank Account details:

Bank Name _____

Bank Address _____

Bank Account Number _____

Sort Code _____

Please mail or email this Application and Agreement to Stemtech within 24 hours of completing it. If faxed in, you must fax both the front and back of the Agreement. If sent by mail, send to: Stemtech UK Limited, Unit 5, Benford Court, Lower Cape, Warwick CV34 5DA, United Kingdom.

Send white top copy to Stemtech, bottom 2 copies retained by Applicant.

TERMS AND CONDITIONS INDEPENDENT BUSINESS PARTNER

Stemtech UK Ltd (referred to hereinafter as "Stemtech" or the Company") is the promoter of this trading scheme in the United Kingdom. The products which are supplied under this scheme, are nutritional supplements and related products supplied by Stemtech ("the Products") and such other products as Stemtech may market from time to time. Sales of these Products are made by Stemtech Independent Business Partners who participate in the scheme as Partners and order-takers. The only financial obligation of the Partner during the period of twelve (12) months from the commencement date of the Agreement (as defined below) is to purchase a Partner Kit. The Partner has no further annual financial obligation and in particular has a free choice whether or not to purchase any Products under this trading scheme. I/we hereby apply to become a Stemtech Independent Business Partner ("Partner"). I/we confirm that the information given above is correct and that I/we am/are of legal age to enter into the Agreement as defined below. My/our signature(s) certifies that I/we have read the terms and conditions overleaf, the Compensation Plan and the Policies and Procedures ("the Agreement") before signing the application and agreement form and that I/we understand (i) that there is no requirement beyond the receipt and acceptance by Stemtech of the Application and Agreement form and the purchase of a Partner Kit to become a Stemtech Independent Business Partner, and (ii) that any purchases of Product inventory, sales aids, literature etc., are strictly voluntary. I/we agree to abide by the terms and conditions of the Agreement including the current Policies and Procedures and the Compensation Plan and any other documents issued by Stemtech from time to time, each such document as amended from time to time by Stemtech. I/we also understand that if I/we choose to sponsor others to participate in the Stemtech business opportunity, I/we will not receive any compensation whatsoever for the act of sponsoring or recruiting, and that I/we will be compensated based upon the activities of other Members only to the extent of orders taken and Products supplied. I/we agree that Stemtech may retain and process the personal information given by me/us to Stemtech for purposes including the marketing commissions payable and performance of the Stemtech business. Stemtech may record this information manually and/or electronically and will be the data controller for this information. Stemtech may disclose and transfer such personal information to other members of the Stemtech group of companies which are situated inside and outside of the EEA and to other persons including other Stemtech Partners for the purposes of Stemtech's business. These persons may be situated in countries that do not have laws to protect personal information. Details of the companies and countries involved will be provided on request. Trading Names, Companies or Partnerships — If your business will be owned by a company or partnership, or will be operated under a trading name (e.g. XYZ Enterprises Limited or John Doe and Associates), you must complete a Business Entity ID Form and submit it with this Application and Agreement. Upon acceptance of the Agreement by Stemtech Health Sciences UK Limited ("Stemtech") and in consideration of Stemtech granting to me the non-exclusive right and privilege to purchase and promote Stemtech Products and the Stemtech Business Opportunity, I (including any joint Partner) hereby agree to the following Terms and Conditions:

1. I understand that as a Stemtech Independent Partner I have those rights as set forth in these Terms and Conditions and in the Stemtech Policies and Procedures.

2. I agree to present the Stemtech Compensation Plan and Stemtech Products as set forth in official Stemtech literature and that I am liable for all statements I may make which deviate from such information issued by Stemtech and hereby indemnify Stemtech from any loss, damages, claims, costs including legal fees or court costs or fines arising from unauthorised representations made by me.

3. I agree that as a Stemtech Partner I am an independent contractor and not an employee, partner, legal representative, or franchisee of Stemtech. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, accommodation, secretarial, office, telephone and other expenses. I understand that I have no legal right or authority to bind Stemtech to any obligation or to make representations or warranties on behalf of Stemtech. I am responsible for the filing of all necessary tax returns and paying all applicable taxes due in relation to my Stemtech business. Further, as an independent contractor, I agree:

(a) to 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 Stemtech Products; (b) at my own expense, to make, execute or file all reports and obtain all licences (including if applicable, VAT registration) as are required by law or public authority with respect to the Agreement, the sale of Stemtech Products and/or the promotion of the Stemtech Business Opportunity; and (c) that if I personally enroll other Partners, I must use my best efforts to provide, on an on-going basis, bona fide support and training of sponsored Partners and their team, which shall mean such activities as ongoing contact, communication, encouragement and support of my organisation including, but not limited to, providing information and training to sponsored Partners in connection with the legislative and regulatory requirements to be complied with in the United Kingdom,

4. I have carefully read and agree to comply with these terms and conditions, the Stemtech Policies and Procedures and the Stemtech Compensation Plan, both of which are hereby incorporated by reference into and made a part of the Agreement (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing and not in breach of the terms of the Agreement to be eligible for bonuses or commissions from Stemtech. I understand that the Agreement may be amended at the sole discretion of Stemtech, and I agree to abide by all such amendments. Notification of amendments shall be issued through reasonable commercial means, including but not limited to any of the following: posting on Stemtech's website (www.stemtech.com/GB), e-mail to Partners, included in Stemtech periodicals, and/or included in product orders, bonus check mailings, or other special mailings. Amendments shall become effective 30 days after publication. My continued engagement in promoting Stemtech Products, promoting the Stemtech Business Opportunity, or accepting commissions, after notice of any revisions to the Agreement including in particular the Stemtech Policies and Procedures and the Stemtech Compensation Plan shall constitute my agreement to such revisions and legally binding amendment of the Agreement including the Stemtech Policies and Procedures and the Stemtech Compensation Plan.

5. The term of this agreement is one year. I understand that unless I have indicated otherwise on the front of this Independent Business Partner Application and Agreement, the agreement shall automatically renew on the anniversary date and the renewal fee of £10.00 will be charged to my credit card identified on the front or withheld from my commissions in the anniversary month. If I have elected not to automatically renew the agreement, I understand that I must pay the renewal fee no later than 30 days after the anniversary date in order to renew the agreement. If I fail to annually renew my Stemtech business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Partner. I shall not be eligible to sell Stemtech products, and I also waive all rights, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Stemtech reserves the right to terminate all Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Partner may cancel this Agreement at any time, and for any reason, upon written notice to Stemtech at its principal business address. Stemtech may cancel this Agreement for any reason upon 30 days advance written notice to Partner.

6. I understand that may only make or agree to make payments to or for the benefit of Stemtech to the value of £200.00 including VAT during the seven (7) day period after entering into the Agreement.

7. No purchase or investment is necessary to become a Partner other than the purchase of a Starter Kit or equivalent in whatsoever format the company may offer from time to time. I understand and acknowledge that the purchase of any Stemtech Products, promotional or sales aid literature or attendance at any Stemtech sponsored training is entirely optional.

8. I will be remunerated in accordance with the Stemtech Compensation Plan as amended from time to time.

9. Stemtech reserves the right to terminate all Independent Business Partner Agreements upon 30 days notice if it elects to:

(1) cease business operations in the United Kingdom; (2) enter into a voluntary or involuntary liquidation or administration or winding up or any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over any part of its business or assets; or (3) terminate distribution of Stemtech Products via direct selling channels in the UK or any other markets or territories in which Stemtech does business. Stemtech may cancel this Agreement for any reason with or without cause upon 30 days advance written notice to me, the procedure for such termination to be in accordance with the provisions set out in the Stemtech Policies and Procedures.

10. 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.

11. Except where the obligation on me is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Independent Business Partner Agreement, I understand that I shall be released from all future contractual liabilities towards Stemtech on termination of the Agreement at any time.

12. 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 by me in connection with joining the Stemtech programme, (ii) to return any Stemtech Products (including training and promotional materials, business manuals and kits) purchased within that period and which remain unsold provided that such unsold Stemtech 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 Stemtech to refund an amount equal to one hundred per cent (100%) of any monies paid in respect of such Stemtech Products.

13.(a) Where I terminate the Agreement more than fourteen (14) days after entering into it, I shall have the right to return to Stemtech any Stemtech Products I have purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from Stemtech the price (inclusive of VAT) which I paid for the Stemtech Products, less

(i) in the case of any Stemtech Products, the condition of which has deteriorated due to an actor default on my part, an amount equal to the diminution in their value resulting from such deterioration; and (ii) a reasonable handling charge of ten per cent (10%) of the price.

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

(c) Any such refund shall be on terms whereby the purchase price is payable upon delivery of the Stemtech Products or if the Stemtech Products are already held by Stemtech forthwith.

14. Stemtech shall be entitled to request proof of ownership, e.g. sale receipts for the Stemtech Products that the Partner requires Stemtech to buy back in accordance with the Agreement.

15. I understand and agree that bonuses or commissions paid to me on Stemtech Products returned by or refunded to Partners in my organization, within the preceding one hundred and twenty (120) days shall be repayable by me and may be deducted from my account with Stemtech at any time where a Partner in my organization terminates his/her Agreement or it is terminated by Stemtech.

16. I agree that payments of refunds will be made in the same form as the original payment and in accordance with Stemtech termination procedure in force from time to time.

17. I may not assign any rights or delegate any of my duties under the Agreement without the prior written consent of Stemtech. Any attempt to transfer or assign the Agreement without the express written consent of Stemtech renders the Agreement voidable at the option of Stemtech and may result in termination of the Agreement.

18. I understand that if I fail to comply with the terms of the Agreement, or if I engage in any conduct which is deceptive, fraudulent, unethical, or that may, in Stemtech's sole discretion, damage Stemtech reputation, Stemtech may, at its discretion, impose upon me enforcement action as set forth in the Stemtech Policies and Procedures.

19. Stemtech, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Affiliates"), shall not be liable for, and I release Stemtech and its Affiliates from, all claims for loss, damages, costs including legal fees or court costs or fines arising from the Agreement. I further agree to release Stemtech and its Affiliates from all liability arising from or relating to the promotion or operation of my Stemtech business and any activities related to it (including but not limited to, the presentation of Stemtech Products or the Stemtech Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Stemtech for any loss, liability, damages, costs including legal costs or court costs, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

20. The Agreement, in its current form and as amended from time to time by Stemtech at its discretion, constitutes the entire contract between Stemtech and myself. Any additional promises, representations, warranties, offers, or other communications of any kind not expressly set forth in the Agreement are of no force or effect.

21. Any waiver by Stemtech of any breach of the Agreement must be in writing and signed by an authorized officer of Stemtech. No failure to exercise and no delay in exercising on the part of Stemtech, any right under the Agreement shall operate as a waiver thereof. Waiver by Stemtech of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.

22. If any provision of the Agreement is held to be illegal, invalid or unenforceable in whole or in part, such provision shall be reformed only to the extent necessary to make it enforceable or to that extent shall be deemed not to form part of the Agreement and the balance of the Agreement will remain in full force and effect.

23. 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 Stemtech at the address shown on the Independent Business Partner Application Form or such other address notified from time to time by such party to the other.

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

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

26. I authorize Stemtech to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

27. A faxed copy of the Agreement shall be treated as an original in all respects.

Price list

PRODUCTS					
DESCRIPTION	ITEM CODE	PRICES EXCLUDING VAT	PRICES INCLUDING VAT	BV	PV
D-FUZE™ (One Time Order)	ECO7001EUEU	£ 14.58	£ 17.50	11.50	20.00
SE2® Single Bottle(Autoship Price)	1002aUK	£ 36.62	£ 43.95	31.46	50.00
SE2® Single Bottle (One Time Order)	1002UK	£ 40.79	£ 48.95	31.46	40.00
StemFlo® Single Bottle(Autoship Price)	1701aEU	£ 32.46	£ 38.95	28.47	50.00
StemFlo® Single Bottle (One Time Order)	1701EU	£ 36.62	£ 43.95	28.47	40.00
ST-5™ Single Bottle(Autoship Price)	1954aUK-FR	£ 36.62	£ 43.95	31.50	50.00
ST-5™ Single Bottle (One Time Order)	1954UK-FR	£ 40.79	£ 48.95	31.50	40.00
Dermastem® Serum Single Bottle(Autoship Price)	1601aEU	£ 70.83	£ 85.00	63.00	100.00
Dermastem® Serum Single Bottle (One Time Order)	1601EU	£ 75.00	£ 90.00	63.00	80.00
StemEquine® Single Bottle(Autoship Price)	1401aUK	£ 82.50	£ 99.00	66.00	120.00
StemEquine® Single Bottle (One Time Order)	1401UK	£ 87.50	£ 105.00	66.00	100.00

Order Form

Name _____ ID Number _____ Company Name _____ Date _____

Please place the Subtotal in the coinciding box on the form and complete the purchase information.

Mail Orders:
Stemtech UK Limited
Unit 5, Benford Court, Lower Cape
Warwick CV34 5DA
United Kingdom

For Faster Service:
Online > www.stemtech.com
Phone Orders > 0207265590

Subtotal	<input type="text"/>
Shipping Rates 1-2 days tracked service	£6.00
Total	<input type="text"/>

Add all above items together

Ship to: (if different than address on file)

Name _____

Address _____ City/ Post Code _____

Email _____ Phone Number _____

I certify that I have sold or personally utilized 70% of all previously ordered products.

Signature _____

Payment Method: (Please check one)

Visa Mastercard Card on file

£ _____

Total _____

Credit Card Number _____ Expiration Date _____ CVC _____

Cardholder Name (as it appears on card) _____

Signature _____ Date _____

*Yes, please enroll me in the Stemtech AutoShip Programme (ASP). I understand that Stemtech will send my products once a month and apply my payment method upon shipment.

I authorize Stemtech UK Ltd, to debit my credit card for the amount indicated above.

Signature _____