



Mad Diet Community Representative Agreement

It is hereby agreed that:

1. Commencement & Length of Engagement
 - 1.1 Your engagement under this Agreement will commence on the date electronically signed and will continue, subject to the terms of this Agreement, unless or until either party gives confirmation to the other, of the end of the agreement.
2. Provision of Services
 - 2.1 During the Engagement, you will provide a Commission Only Sales Service to the Company as detailed in Schedule 1 to this Agreement.
 - 2.2 You will provide the Services with all due skill, care and diligence and will at all times during the Engagement promote the interest of the Company.
 - 2.3 You will provide the Service in accordance with this Agreement and any other policy and procedures which the Company deem relevant.
 - 2.4 You will keep the Company informed of all sales by electronic submission of order through the Company website.
 - 2.5 You will not without the prior written consent of the Company have authority to commit the Company to any legally binding agreements, nor incur expenditure in the name or for the account of the Company nor sign any document, bring any proceedings nor make a promise on behalf of the Company nor hold yourself out as having authority to bind the Company, out with this Agreement.
 - 2.6 You have the right to appoint a substitute to deliver the services on your behalf, however, you must ensure full deliverance of this Agreement.
 - 2.7 Any products ordered will be dispatched to you within 7 working days of order. You should ensure that the products are delivered promptly to customers once received.
 - 2.8 In the case of orders missing items, or damages you should use our online contact form in the first instance to inform us and arrange for replacement.
3. Costs/Fee
 - 3.1 Subject to Schedule 2, the Company will expect you to receive payment from customers directly, in accordance with Schedule 2.
 - 3.2 The Company will be entitled to deduct from the costs, any other sums due to you any sum that you may owe the Company, at the time, subject to being notified to you in writing.
 - 3.3 For the avoidance of doubt, if no contractual orders are placed, or if you fail to provide the Services in accordance with this Agreement no fee will be payable.
 - 3.4 There is an expectation that the first contractual order will be placed within the first month of your agreement.
4. Property & Equipment
 - 4.1 You will be entitled to no Company property or equipment
5. Ownership of Intellectual Property
 - 5.1 All work carried out on behalf of the Company will become and remain property of the Company. This includes but is not limited to any training materials, works, prototypes, any material gained whilst working for clients, inventions, discoveries and techniques. The Company's rights and obligations in respect of Intellectual property shall continue in force after the termination of this Agreement.
6. Confidential Information
 - 6.1 Except in the proper performance of your obligations under this Agreement, you will not during the period of this Agreement or at any time after the termination date, without the prior written approval of the Company use for your own benefit of for the

benefit of any other person, firm, company or organisation or direct or indirectly disclose to any person any confidential information which has come into your knowledge during or in connection with the Engagement. Confidential information is defined in Schedule 3 of this Agreement.

7. Data Protection

7.1 You will comply in all respects with your obligations under the Data Protection legislation, including but not limited to the data protection principles and your obligations to notify processing or personal data, in relation to the management or protection of personal data which you process in the provision of the Service and this Agreement (Personal data) and, in particular, you will:

7.2 Use Personal data only insofar as is necessary for the purpose of carrying out the provisions under this Agreement,

7.2 Not disclose personal data unless specifically authorised by the Company to do so; and

7.3 As where you have access to the Company's communication systems, the Company has the right to monitor, intercept and read any of your internal and external mail, fax, social media posts, forms or other form of communications for the purposes of monitoring and record keeping, establish compliance and or to prevent, detect or investigate.

8. Tax, NI and Pensions

8.1 In line with this Agreement, while you are providing services to the Company, you will be an independent contractor and as such will not be entitled to any pension, holiday pay, sick pay or any other fringe benefits from the Company. Nothing in the terms of this Agreement will render you an agent, officer or employee, worker or partner of the Company and you will not hold yourself out as such.

9. Liability

9.1 You acknowledge that the Company will be relying upon your skill, expertise and experience as a Sales Representative and warrant to the Company that:

9.2 You will provide the Services in the manner and to the standard reasonably specified by the Company,

9.3 All information given and all representations and statements made and all documents provided by you will be accurate and appropriate for this purpose; and

9.4 All intellectual property and information provided by you will be accurate and appropriate for its purpose and will remain the property of the Company.

9.5 You shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs) suffered or incurred by the Company, in line with this Agreement, during the engagement. This will include, but not limited to, while you are in possession of Company property and during product transportation to clients.

10. Conflict of Interest

10.1 You will immediately notify the Company if at any time during the provision of the Services under this Agreement find yourself in a situation in which you may be conflicted for any professional and/or personal reasons. If you identify any issue which compromises you or the Company, you must outline your concerns and reasons for possible compromise.

10.2 You have a responsibility to be aware of the possibility of an actual or potential conflict of interest arising. You must take steps to inform the Company of any matter that may place you in a conflict of interest situation. You will undertake to notify the Company if such a situation arises and it will then be a matter for the Company to determine how an actual or potential conflict of interest will be managed.

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11. **11.1** You warrant that you will not as a consequence of entering into and performing your obligations under this Agreement be in breach of any express or implied terms of any contract, agreement or other arrangement with, or any other Consultancy Agreement.
11.2 You may have any interest in or advise or act as a consultant to any business provided that you will not during the Engagement, without the prior written consent of the Company (such consent not to be unreasonably withheld), undertake any other employment or engagement with any business which may interfere with or detract from the proper provision of the Services or prejudice the interests of the Company.
11.3 In the event of a conflict between your obligations to the Company under this Agreement and your obligations to any third party, your obligations to the Company will take precedence.
12. **Obligations of the Company**
12.1 During the Engagement the Company will afford you such access, where required, to information, records and other materials as may be necessary to enable you to provide the Services.
13. **Termination**
13.1 Notwithstanding the provisions of Clause 1, the Company may terminate this Agreement with immediate effect with no further obligation to make any further payment to you (other than in respects of amounts accrued prior to the termination date if any), by written notice to you, if, at any time, you:
13.2 Commit any serious or repeated breach of any of the terms of this Agreement,
13.3 Are unable to provide the Services in a proper and efficient manner or are, in the reasonable opinion of the Company, grossly negligent or incompetent in the performance of the Services;
13.4 Commit an act of fraud or dishonesty or a breach of fiduciary duty whether relating to the Company or act in any manner which in the opinion of the Company brings or is likely to bring you or the Company into disrepute and, or, is materially adverse to the interests of the Company
13.5 Are charged with or convicted for any criminal offences
13.6 Where you have been inactive for a period of 3 months.
13.7 Where you have been found to be abusive to either Representatives, Employed Staff or Directors of the Company.
14. **Obligations and Restrictions on Termination**
14.1 Immediately on the termination of this Agreement, you will irrevocably delete any information relating to the business of the Company, stored in any drive, memory or format, which is in your possession or under your control.
15. **Company Storage and Use of Your Personal Information**
15.1 The Company Require will store the following information on our Secure Server
 - Full Name
 - Address
 - Email Address
 - Telephone Number
 - Order History**15.2** The information stored will be used to inform you of updates to your order, to share information about special offers and new products, to keep you updated about developments in the company and any other correspondence deemed necessary to perform your duties as a Mad Diet Representative
15.3 Your Information will not, under any circumstances, be shared with any third parties without your consent.



15.4 Your Information will be stored for a Period of 3 years After, in the case of the end of your contract for the purposes of tax audit.

16. Entire Agreement

16.1 This Agreement constitutes the entire and only legally binding agreement between the parties relating to your engagement and supersedes any previous understandings, arrangements, representations, negotiations and agreements between the parties.

Schedule 1 – Role

Your primary role is to facilitate and increase sales of Mad Diet products and maximise the sales of the products.

In the course of your role, information will be shared with you, which is confidential data in nature. This is shared with you to allow you to fulfil this Agreement. This information must not be processed, transmitted, forwarded or otherwise disclosed by you.

Targets are set as monthly sales – minimum order of 10 products once every month

We will review this monthly, basing on previous 3 month contractual orders.

Where the client/customer raises an issue or complaint you will inform the Company, immediately.

You will use any reasonable and legal methods available to you to promote the Mad Diet Brand and Mad Diet Products including Social Media, Local Fairs and Stalls, Friends and Family and Door to Door.

In the case of Fairs and Stalls, you are responsible for putting in place and Public Liability Insurance Required.

In the case of Social Media, you are responsible for ensuring that you follow the rules of the platform in use.

In the case of Door to Door, you are responsible for ensuring you follow the guidelines for Door to Door Selling Legally.

Schedule 2 – Fees

As a Sales Representative fulfilling this Agreement, the payment for services will be payable on completion of the Contractual Offer and full payment given to you from the customer, which in turn will be less than you have paid for the products to Mad Diet.

It is agreed that you will be authorised to receive 25% discount on commissionable products, dependant on the offer that you are promoting. This discount will automatically be applied at Checkout.

Commissionable Products:

Mad Diet®

- Magnesium Citrate
- Omega-3 Fish Oils
- Probiotic Capsules
- Vitamin B100 Complex
- Vitamin D3
- Mad Diet book
- Mad Diet recipe book

Non-Commissionable Products:

- Mad Diet Big 4 Subscriptions
- Gift Pack Special Offer
- Seasonal Bulk Pack Offers
- Wholesale Offers

It is agreed that you will be authorised to receive 15% commission on commissionable products sold on the Mad Diet website via your unique referral link. This commission will automatically be applied to your Rep Dashboard. Affiliate payments will be made when their balance reaches a minimum balance of £25. Payments will be paid out via PayPal on the last day of the month.

Refunds

In the event a customer requests a refund for a transaction for which the Affiliate has earned commissions, any commissions earned on the refund amount will be deducted from the Affiliate's balance.

Schedule 3 – Confidential Information

Confidential Information is defined, for the purposes of this Agreement, as:

All information or data (in whatever form) of a confidential or proprietary nature disclosed to or received by you, or to which you have access, relating to the products, services, business or proposed business, transactions, affairs of the Company or any customers, suppliers, employees or clients of the Company, including Intellectual Property, trade secrets, information in respect of which the Company is bound by an obligation of confidentiality to a third party and any other information which is designated as confidential by the Company or which you should reasonably be aware of is confidential and includes:

- Intellectual Property Rights of the Company:
- Trade secrets, relating to the business of the Company and which are for the time being confidential to the Company
- Information relating to the business, finance, dealings, transactions and affairs of any client, customer or supplier of the Company,
- Information in respects of which the Company is bound by any obligations of confidentiality to a third party and
- Any other information which is designed as confidential by the Company.