

Independent Partner Agreement Terms and Conditions

1. I understand that as an Independent Partner (“Partner”) for True Social Limited (hereafter “True Social Limited” or the Company):
 - a. I have the right to sell and solicit orders for True Social Limited products and services in accordance with these Terms and Conditions. I understand that it is within the exclusive right of True Social Limited to accept or reject orders that I submit.
 - b. I have the right to enroll persons as Partners or Customers in True Social Limited.
 - c. If qualified, I have the right to earn commissions pursuant to the True Social Limited Compensation Plan.
2. I agree to present True Social Limited Compensation Plan and True Social Limited products and services as set forth in official True Social Limited literature.
3. I understand that I have the right to determine my own hours of business. I understand that I shall control the manner and means by which I operate my True Social Limited business, subject to my compliance with this Professional Affiliate Agreement, the True Social Limited Policy Manual including the True Social Limited Compensation Plan
4. I agree that as a True Social Partner I am an independent contractor, and not an employee, partner, legal representative, or franchisee of True Social Limited. I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, accommodation, secretarial, office, long distance telephone, and other expenses. I understand that I am personally liable for any taxes or duties required by law, including income tax, national insurance contributions and the proper collection and payment of VAT on sales, bonuses and commissions, and I will keep all such proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF True Social Limited FOR TAX PURPOSES OR EMPLOYMENT LAWS. I acknowledge and agree that True Social Limited is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection and remittance agreements between True Social Limited, all appropriate taxing jurisdictions, and all related rules and procedures.
5. I have carefully read and agree to comply with True Social Limited Policies & Procedures and the True Social Limited Compensation Plan, each of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the “Agreement”). If I have not yet reviewed the Policies & Procedures at the time I execute this Agreement, I understand that they are posted in my Back-Office. I will review the Policies & Procedures within five days from the date on which I execute this Agreement. If I do not agree to the Policies & Procedures, my sole recourse is to notify the company and cancel my True Social Limited Agreement. Failure to cancel constitutes my acceptance of the Policies & Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from True Social Limited. I understand that the Agreement may be amended at the sole discretion of True Social Limited, and I agree to abide by all such amendments. Notification of amendments shall be given by one or more of the following methods: posting in my True Social Limited Back-Office, email, regular mail, or inclusion in bonus and commission payments. Amendments shall become effective 30 days after notice of the amendments is posted, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my True

Social Limited business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.

6. The term of this Agreement is one year (subject to prior cancellation pursuant to the Policies & Procedures) and shall automatically renew on each anniversary of the Agreement for additional one-year terms. If the Agreement is not renewed or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a Partner. I shall not be eligible to sell True Social Limited products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from my activities or the activities of my former downline sales organisation.
7. Entire Agreement. The Contract constitutes the entire agreement between True Social Limited and myself. Any promises, representations, offers, or other communications not expressly set forth in the Contract are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and the Policy Manual (in their current form or as subsequently modified), the Policy Manual shall govern. The provisions as well as the covenants to protect True Social Limited trade secrets, confidential information, intellectual property, and other proprietary materials, as set out in the Policy Manual, shall survive the termination of the Contract. I agree that, notwithstanding any statute of limitation to the contrary, any claim or action I wish to bring against True Social Limited for any act or omission relating to the agreement must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against True Social Limited for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.
8. I may not assign any rights under the Agreement without the prior written consent of True Social Limited. Any attempt to transfer or assign the Agreement without the express written consent of True Social Limited renders the Agreement voidable at the option of True Social Limited and may result in termination of my business.
9. I understand that if I fail to comply with the terms of the Agreement, True Social Limited may impose upon me disciplinary sanctions as set forth in the Policies & Procedures.
10. Neither Party, its parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall be liable to the other for consequential or exemplary damages for any claim or cause of action relating to the Agreement or the use of True Social Limited products, even if the party has been advised of the likelihood of such damage.
11. The Agreement, in its current form and as amended by True Social Limited at its discretion, constitutes the entire contract between True Social Limited and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
12. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorised agent of the Party, against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.
13. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.
14. **If a dispute arises between a Partner and True Social Limited relating to the Agreement, the True Social Limited business, or the rights and obligations of either party, the parties shall resolve the**

dispute by informal negotiation, mediation, and/or arbitration or litigation as set forth in the Dispute Resolution provisions in the Policies & Procedures.

15. Limitation of Liability and Indemnification. True Social Limited, its members, managers, directors, officers, shareholders, employees, assigns, and agents, shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If True Social Limited is found to be in breach of the Contract, the maximum amount of damages I may claim shall be limited to the amount of unsold inventory that I personally purchased from True Social Limited and have remaining on hand. I release and agree to indemnify True Social Limited and its affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising out of or in connection with my actions in the promotion or operation of my True Social Limited independent business and any activities related to it (for example, but not limited to, the presentation of True Social Limited products or affiliate programme including the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorised claims, the failure to comply with any applicable laws etc.).
16. I agree to release True Social Limited and its affiliates from all liability arising from or relating to my promotion or operation of my True Social Limited business and any activities related to it (e.g., the presentation of True Social Limited products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify True Social Limited for any liability, damages, fines, penalties, or other awards arising from any unauthorised conduct that I undertake in operating my business.
17. **A participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address or via the Partner's Back-Office.**
18. I grant True Social Limited an irrevocable license to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished material.
19. A signed copy of the Agreement that is scanned and transmitted or stored as a digital image shall be treated as an original in all respects. Electronic contracts shall be treated as original in all respects.
20. You have 14 days in which to cancel and get any money back.
21. I certify that I am at least 18 years of age.
22. Electronic Communication. I authorise True Social Limited and its affiliates to communicate with me through electronic mail at the email address provided in this Agreement. Further, I consent to True Social Limited contacting me by email with offers or solicitations for the sale and purchase of True Social Limited products.
23. Data Protection. I understand that True Social Limited will process the personal data contained in this application/agreement or supplied by me to True Social Limited in connection with my agreement at any time in the future as described in True Social Limited Privacy Policy which sets forth how True Social Limited processes personal data, including the types of data collected, the purposes for which these data are processed, the parties with whom the data may be shared, and your rights with respect to the processing of the data.
24. I understand that if I receive sales reports containing personal data, I agree that I will not use such data except in the administration and development of my sales organisation, and that upon

termination of my agreement, I will immediately delete all such personal data from my files, except as otherwise required by law. The parties agree that this obligation survives the termination of the agreement.

- 25.** I agree as a self-employed independent contractor that where, in the course of business, I collect and/or process customer personal data, including credit card information, I will ensure that such information is processed, stored and disposed of fully in accordance with applicable laws, including privacy and data protection laws. I further agree that I will comply with all aspects of my data protection obligations as more fully set forth in True Social Limited Policy Manual.
- 26.** Governing Law. The Contract shall be governed by English law.