

Distributor Application Form

Distributor Name & Address

Last Name: _____ **First Name:** _____
Company Name (Optional): _____
Street Address: _____ **City:** _____
Province/State: _____ **Postal Code/ZIP:** _____
Country: _____
Home Phone: _____ **Alternate Phone:** _____
FAX: _____
Email Address: _____ **Alternate Email Address:** _____
URL (Optional): _____

Shipping Address (if different from above)

Last Name: _____ **First Name:** _____
Street Address: _____ **City:** _____
Province/State: _____ **Postal Code/ZIP:** _____
Country: _____

All payments to be made payable to World Living Water Systems Ltd.

Method of Payment:

☐ Cheque ☐ Credit Card (VISA / Master)
☐ PayPal ☐ Bank Transfer (Wire / Interac)
☐ Western Union ☐ eTransfer ☐ Other: _____

I, _____, hereby apply for distributorship with World Living Water Systems Ltd. I verify that I have read and agreed to the Terms & Conditions of this Agreement as indicated by my signature below.

Signature: _____ **Date:** _____

Information to Appear on your Marketing Material

Personalized marketing material can be provided for the sale and promotion of the Vortex Water Revitalizer.

When ordering marketing material, please check which of the following information you would like to appear on the materials:

☐ Name ☐ Company Name ☐ Address
☐ Phone Number ☐ Alternate Phone Number ☐ FAX
☐ Email Address ☐ Alternate Email Address ☐ URL

Please submit the signed original copy of this Agreement to World Living Water Systems Ltd. Head Office, the address is listed below.

Please keep a copy of this Agreement for your records.

Address: 1127 Crestline Rd, West Vancouver, BC V7S 2E3, Canada

T: 604-990-5462

E: mikael@alivewater.com

www.alivewater.com

World Living Water Systems Ltd. (hereinafter called WLWS Ltd.) appoints the applicant named in this agreement (hereinafter called Distributor) as a Distributor of the Vortex Water Revitalizers (hereinafter called Products) and Distributor accepts the following:

1. Distributor agrees to exercise best efforts in the sale, marketing and promotion of WLWS Ltd. Products and agrees to always uphold the image and branding of WLWS Ltd. in a respectable and professional manner favorable to Distributor and WLWS Ltd.
2. Distributor is an independent contractor and is not a legal representative or agent of WLWS Ltd. for any purpose. Distributor is responsible for his/her own business and will pay all costs incurred for marketing, advertising, and distributing WLWS Ltd. Products and agrees to hold WLWS Ltd. free of all costs.
3. WLWS Ltd. will not knowingly do business with a potential customer of Distributor; however, if the relationship between the potential customer and Distributor is not brought to the attention of WLWS Ltd. or if Distributor does not do his/her due diligence in closing a sale, it will not be the responsibility of WLWS Ltd. to compensate Distributor with a commission.
4. Distributor's rights and responsibilities will be stated in this Agreement along with the WLWS Ltd. Distributor Policy & Guidelines and other WLWS Ltd. publications. It is understood that WLWS Ltd. has the right to modify, change or alter the Terms & Conditions of this Agreement, including wholesale pricing and discounts, at any time upon 30 days written notice. Distributor is bound by such alterations, modifications or changes from the 30---day notice time. Oral modifications, alterations and changes will not be permitted.
5. Distributor agrees not to change, modify, copy or reproduce WLWS Ltd. Products for any reason. Any attempt at doing so will be punishable to the fullest extent of the law.
6. All sales aids, marketing material, brochures etc. are the exclusive property of WLWS Ltd. and may not be changed, altered or modified without prior written permission from WLWS Ltd..
7. Distributor is entitled to advertise and promote himself/herself as an authorized Distributor of WLWS Ltd. Products. At all times, Distributor shall use the trademarks and logo in all advertisements and activities conducted to promote the sale of WLWS Ltd. Products. Distributor shall not have or acquire any right, title, interest in or to WLWS Ltd.'s trademarks, copyrights or intellectual property.
8. WLWS Ltd. will provide Distributor with educational material, marketing material and sales aids necessary for the sale and promotion of WLWS Ltd. Products. Marketing material and sales aids will be made available in electronic format. Printing and the costs incurred for printing and distribution will be the responsibility of Distributor. Distributor will hold WLWS Ltd. harmless of any costs incurred. These marketing materials, educational materials and sales aids are the exclusive property of WLWS Ltd. and shall remain so. They shall be used ONLY for the sale and promotion of WLWS Ltd. Products.
9. Personalized Distributor Websites are available for a fee and are subject to certain terms and conditions. If Distributor wishes to sell WLWS Ltd. Products on their own website or a website not affiliated with WLWS Ltd. he/she will need to receive prior written consent from WLWS Ltd. headquarters. The use of WLWS Ltd. trademarks, copyrights or intellectual property on such website will also need to receive written consent from WLWS Ltd. prior to usage. Information related to WLWS Ltd. and its Products will also need to be reviewed and approved prior to usage.
10. Distributor agrees to comply with and uphold all governmental laws specific to their region and, if applicable, international trade laws in the sale and distribution of WLWS Ltd. Products.
11. Distributor is not given exclusive territories or markets. Distributor is not permitted to sell or pursue sales in any of the Exclusive Territories/Countries. Contact WLWS Ltd. for up to date information on current Territories/Countries.
12. Distributor will represent WLWS Ltd. and its Products honestly, without exaggeration to potential customers or customers. Distributor will not make deceptive, unlawful or fraudulent claims about WLWS Ltd. or its Products.
13. Distributor acknowledges he/she is not required to install any WLWS Ltd. Products. Should Distributor choose to install WLWS Ltd. Products, they will be fully responsible for the installation and any costs incurred, agreeing to hold WLWS Ltd. free from any costs. WLWS Ltd. will not incur any obligation or liability for damages as a result, directly or indirectly, of installations of the Products by Distributor.
14. Termination – Distributor may be terminated by WLWS Ltd. in the event that he/she violates this Agreement, and the Terms & Conditions set forth in this Agreement or the WLWS Ltd. Distributor Policy & Guidelines. Distributor may also be terminated if he/she behaves or makes claims contrary to WLWS Ltd. policies and its literature, or for any other good reason.
15. Arbitration - -- Any dispute, claim or controversy arising out of or relating to this Agreement (including these Terms & Conditions) shall be settled by arbitration in North Vancouver, British Columbia, Canada, in accordance with the law in this jurisdiction.

Distributor acknowledges having read and accepted the Terms & Conditions outlined above for becoming a World Living Water Systems Ltd Distributor as indicated with his/her signature on the front page of this form.

I, _____, here by apply for distributorship with World Living Water Systems Ltd. I verify that I have read and agreed to the Terms & Conditions of this Agreement as indicated by my signature below.

Signature: _____ Date: _____