

NETbookpublishers.com

MEMBERSHIP – Trading Agreement

1. For the purpose of this agreement **The Company** shall mean NETbookpublishers.com and **The Member** shall mean the named individual completing the “Joining Process” online as either an Affiliate Member or PRO Marketer Member.
2. (a) **The Member** shall, during the continuance of his/her membership be entitled to market products as shall be made available for this purpose from time to time by **The Company** in accordance with **The Company’s** policies and procedures for the time being and as set out in the marketing literature and to receive from **The Company** commission payments in accordance with the workings of the marketing plan for the time being in force and set out in **The Company’s** published marketing literature
(b) **The Company** shall, during the continuance of this agreement:
 - (i) Use it’s best endeavours to supply to **The Member** all additional goods and/or services (if any) ordered by the member failing which **The Member** shall be entitled to the immediate return of all sums paid for such goods and/or services (ii) Pay promptly and on the due date any commissions, which may be due to **The Member** in accordance with **The Company’s** policies and procedures set out in the marketing literature and for the time being in force (iii) Retain the option to make a US\$3 charge for the provision of commission statements and commission payments (iv) Make available to **The Member** details of all goods, services and other benefits (if any) available to **The Member’s** in accordance with **The Company’s** policies and procedures set out as aforesaid and for the time being in force
3. **The Member** shall not hold himself out as a servant or agent of **The Company** but shall at all times act as the principle of his/her own independent business
4. (a) **The Member** shall operate his/her business in a lawful and ethical manner and shall be responsible for payment of his/her own NI contributions, income taxes and liabilities relevant to **The Member’s** place (country) of business
(b)(i) **The Member** shall at all times comply with **The Company’s** policies and procedures as set out in **The Company’s** marketing literature insofar as they do not conflict with the terms of this agreement
(ii) **The Company** hereby reserves the right to make changes to any or all product prices and official company literature including the marketing plan and policies and procedures set out in the said marketing literature provided that if such change or changes shall alter any financial obligation of **The Member** under the terms of this agreement then **The Company** shall give the member at least 60 days advance written notice. In all other cases such written notice of such change or changes shall be served on **The Member** forthwith and if **The Member** shall have made no objection in writing thereto within 14 days from date of such notice, then **The Member** shall be deemed to have accepted such changes
(c) **The Member** shall during the continuance of his/her membership have the right to market the goods and/or services (if any) and the business opportunity (subject to any legislation in that respect from time to time via **The Member’s** web site provided that **The Member** shall do so in an ethical and professional manner and **The Member** shall not make any claims, statements, representations or warranties relating to **The Company’s** products or methods of operation which are not contained within the marketing literature
5. (a) **The Member** agrees to pay **The Company** either (as specified by **The Member**) US\$0.00 for Affiliate Membership or US\$19.95 for PRO Marketer Membership on first registration as a member and at monthly intervals thereafter until countermanded by **The Member**
(b) **The Member** hereby acknowledges that he/she understands that he/she has a free choice whether or not to purchase any goods and/or services from **The Company** under the terms of this agreement and that he/she has been supplied with a price list which clearly shows the purchase price for all such goods and services
(c) **The Member** shall not under any circumstances make any payment nor undertake to make any payment to **The Company** of any sum exceeding £200 (or currency equivalent) nor shall It be lawful for the company to demand any such payment or undertaking for the same until the expiry of 7 days from the date of this agreement
(d) **The Member** hereby acknowledges that he/she is not under any circumstances authorised or permitted to sign or to purport to sign any contract, agreement or other document whatsoever on behalf of **The Company** nor is he/she authorised or permitted to sell or supply or seek to sell or supply any of the goods or services made available under the terms of this agreement to another member. **The Member** likewise acknowledges that he/she is not under any circumstances authorised or permitted to purchase nor to seek to purchase any such goods or services from another member
6. **The Member** hereby agrees that if any payment due from **The Member** as a consequence of entering into this agreement shall be in arrears by more than one calendar month the company shall be entitled to terminate this agreement forthwith under the provisions of clause 10 (a)
7. **The Member** hereby agrees that the following shall be valid reasons for the termination of this agreement by **The Company** under the provisions of clause 10
 - (a) The sale, attempted sale or an offer for sale by **The Member** of any product or service at a price or a discount, which is not authorised by **The Company**
 - (b) The signing or the purporting to sign any contract, agreement or other document whatsoever on behalf of **The Company** by **The Member**
 - (c) The supply or seeking to supply or sell any of the goods or services made available under the terms of this agreement to another member by **The Member**
 - (d) The purchase or attempt to purchase any such goods or services under the terms of this agreement from **The Member** by another member
 - (e) The use of any printed material (other than personal stationery) or the use of any photocopied or reprinted literature, which has not been supplied or specifically authorised by **The Company**
 - (f) The use of poor quality marketing and marketing

- (g) The use of contacts made through (save those contacts that have been personally sponsored by **The Member**) **The Member's** team sponsorship to promote any goods, business or services that may in any way conflict with goods and services offered under the terms of this agreement
- (h) The use of media advertising (including, but not limited to newspaper advertising, magazines, radio and television) for the products and/or services or business opportunity which has not been sanctioned (whether generally or specifically) by **The Company**
8. (a) **The Member** has the right to cancel this agreement within 14 days of entering into the same by writing to cancellations@netbookpublishers.com
- (b) Thereafter cancellations must be received a minimum of 21 days prior to the monthly debiting of **The Member's** debit/credit card facility by writing to cancellations@netbookpublishers.com
- (c) In the event of cancellation **The Member** shall have the right (i) to return all goods purchased for resale within 14 days of date of cancellation which remain unsold PROVIDED that such goods remain in the condition in which they were at the date of purchase, to recover any monies paid in respect of such goods (ii) to cancel any services ordered within the period between his/her entering into this agreement and cancelling the same AND to recover any monies paid in respect of such services not yet supplied
- (d) **The Company** reserves the right to make a handling charge in respect of goods returned and services cancelled under the provisions of this clause
9. **The Company** has the right at **The Company's** discretion to terminate this agreement by giving 28 days written notice (which shall include the reason or reasons for such termination)
10. Either party has the right to terminate this agreement forthwith by written notice to the other party's address if any of the following events occur:
- (a) The other party is in breach of his/her obligations hereunder
- (b) Distress or execution is levied against any of the goods of the other party OR the other party is declared bankrupt, insolvent, makes any composition or arrangement with his/her creditors or a receiver is appointed to any of the assets of the other party
11. In the case where either **The Member** or **The Company** has terminated this agreement under the provisions of clause 10:
- (a) **The Member** shall be released from all future contractual obligations towards **The Company**
- (b) **The Company** shall be released from all future contractual obligations towards **The Member**
12. The address for **The Company** for the purpose of service of all notices and return of goods shall be: The Vanguard Alliance Ltd. Central House, 48-49 High Street, Newport, IOW, England, PO30 1SE
13. Following the termination of this agreement **The Member** shall have the right to retain any commissions paid by **The Company** in respect of his membership except in the following cases: (a) where the commission was paid in respect of goods which have been returned to **The Company** (b) where **The Company** has refunded all monies due to **The Member** under this agreement in respect of goods returned to it by **The Member** (c) where the commission payment is claimed back by **The Company** by notice in writing sent to the address of **The Member** within 120 days of the date the same being paid to **The Member**
14. Save as expressly provided by this agreement **The Company** shall not be liable for any debts or liabilities how so ever incurred by **The Member** whether or not the same have been incurred during the term of this agreement
15. No person under the age of 18 years is eligible to become a member of **NETbookpublishers.com** and any agreement purported to be signed by such a person shall be null and void
16. (a) **The Company's** marketing literature shall form part of this agreement to the extent stated herein (b) Save as set out in the preceding sub clause, this agreement shall constitute the whole of the contract between **The Company** and **The Member** and no amendment or alteration thereto shall be binding unless the same shall be made in writing and signed by the parties hereto (c) it is an express term of this agreement that **The Member** shall not be entitled (without the written consent of **The Company**) to make any alteration or amendment whatsoever either to this agreement or to any official promotional or marketing literature nor shall **The Member** suffer or permit any other person to make any such alteration or amendment
17. If any provision of this agreement shall be found to be invalid or unenforceable, the same shall not affect the validity or enforceability of this agreement as a whole, which shall in such a case be construed as though the invalid or unenforceable provision had been omitted
18. This agreement shall be construed according to English law as the parties hereto hereby agree
19. (a) In this agreement unless the context otherwise requires: (i) words importing the masculine shall include the feminine and vice versa (ii) words importing the singular shall include the plural and vice versa
- (b) The address of **The Company** and of **The Member** (as the case may be) for all purposes stated herein shall (subject to anything to the contrary contained in clause 12. hereof) be taken to the address of **The Company** or of **The Member** (as the case maybe) shown herein or such other address (if any) as shall have been notified by **The Company** or by **The Member** (as the case maybe) to the other party in writing
- (c) The expression "goods" shall refer to product sold by members as specified in the agreement
20. **VAT (Value Added Tax) On Retail Sales:** Where a retail product is purchased by a person or company residing within the EC and all member states of the EC "Retail Commissions" are paid at the specified rate after having deducted the current rate of VAT chargeable by the United Kingdom's VAT Office, from the gross retail price.