



## Application for Distributor License

Please fill out in block capitals! Sections marked with \* are mandatory

Good Feeling Products S.L.  
 Calle S' Estanyol, 12  
 ES-07560 Cala Millor  
 C.I.F.: ES-B57576886  
 Tel.: +34 971 06 49 31  
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[bestellung@gfpsl.com](mailto:bestellung@gfpsl.com)  
[www.good-feeling-products.com](http://www.good-feeling-products.com)

GFP-ID-No.:

(to be completed by GFP)

Company															
Surname*						First Name*									
Street*											House number*				
Zip-Code*			City*							Country*					
DoB*			Nationality												
Phone*						Cell phone									
E-Mail*															

**Address for delivery: (only to be filled out if different from above given address)**

Street*											House number*		
Zip-Code*			City*							Country*			

The person who recommended me  GFP-ID

**Method of payment\*:**

Credit Card   
  Cash on pickup   
  Paypal   
  Bank wire transfer in advance

Credit Card Company  Visa   
  Master Card   
 Valid thru: (MM/YY)

Credit Card number

Card Security Code

**Bank details for commission:**

Bank

BIC  IBAN

**Tax information (only applying to business operating as subject to sales tax or deducting input tax):**

Company

Tax number  Tax authority

VAT-No.

I, the applicant, am over 18 years of age. With my signature I confirm the correctness of the information given above and at the same time I accept the General Terms & Conditions of Business of the company GFP in the currently valid version.

Signature of Applicant \*: \_\_\_\_\_ Date:

Good Feeling Products S.L.  
 CEO Pascal Lexut  
 C.I.F.: ES-B57576886  
 Sabadell Solbank  
 IBAN: ES10 0081 0480 80 0001210924  
 SWIFT/BIC: BSABESBBXXX





# GENERAL TERMS & CONDITIONS OF BUSINESS FOR GOOD FEELING PRODUCTS - DISTRIBUTORS

## 1. SUBJECT MATTER OF THE CONTRACT:

1.1. GOOD FEELING PRODUCTS S.L. (hereinafter referred to as GFP) sells its range of products by means of a direct marketing system via Distributors to the End Customer.

1.2. Distributors shall orient their business activities to the marketing structure of GFP. This is characterized by the fact that the individual distributors can take on function positions, beginning as ADVISOR, in the marketing organization, which are aligned to the building up of an own structure. The features of the marketing system are described in the GFP remuneration plan.

1.3. According to this plan, Distributors shall carry out their business activities as freelance business partners within the framework of GFP specifications for its marketing system, the currently valid GFP remuneration plan, the GFP corporate guidelines and other instructions of GFP. GFP shall ensure that Distributors have all the necessary product and company information always in the currently valid form at their disposal.

1.4. Rights and obligations arising from this agreement shall be performed by the Distributors in person and thus shall not be assigned to a third party without the express prior consent of GFP.

## 2. CONCLUSION OF AGREEMENT, STATUS AND TASKS OF THE DISTRIBUTORS:

### 2.1. CONTRACT

This Agreement comes into force when the attached registration form is signed and on issue of a GFP ID number from GFP. Issue of the GFP ID Number assumes amongst other things, that the Applicant has full legal competence. Distributors shall receive from GFP all documentation necessary for the building up of business. An Applicant can revoke his application for License Agreement within 14 calendar days in writing or per fax and shall return the wares at his expense.

### 2.2. TASKS

Distributors with and above the status "Advisor" shall market the GFP range of products as Authorized Agents who operate under own name and at own invoice. Goods from the GFP range shall be ordered solely from GFP and shall not be marketed under any names or descriptions which have been changed in any form. Purchases made by registered customers or GFP shall receive the commission/bonus in accordance with the remuneration plan.

Distributors are allowed to acquire new sub-distributors. These, however, are exclusively the contractual partners of GFP. Distributors may then receive an additional bonus regulated in accordance with the scope of the remuneration plan. Distributors shall provide any other distributors they recruit with the required information, to train and motivate them accordingly.

### 2.3. OBLIGATIONS

Distributors shall register their business activities with the respective local authorities as independent business operators. As such they alone are responsible for the performance of their other obligations, in particular in respect of taxation and for any professional insurance or life-risk cover under the terms of currently valid social security obligations. Distributors are obliged to observe customary business practices, to honesty, awareness of responsibility and integrity. An active and supportive communication and presentation of the GFP brand and its products is also expected. It is obviously a matter of course, that Distributors do not make any negative comments about GFP or its products.

In the case of promotion from Branch Manager to Manager, the GFP corporate policies must be signed separately in order to verify once again their significance as the basis for the Contract according to above clause 1.3. Acknowledgement in writing must be received by GFP by the 14th day of the following month. Should the signed document not be submitted, the new classification does not come into effect and the Distributor continues as Branch Manager. In the case that the Distributor signs at a later date than the new classification as Manager follows only after requalification as described in the remuneration plan. The classification is not automatic.

## 3. ADVERTISING, SALES PROMOTION AND INTERNET:

3.1. The utilization of the corporate logos and brands of GFP is prohibited to the Distributor if this is not under the terms of marketing measures specified by GFP.

3.2. Publication and commercial use of Internet websites for the purpose of marketing GFP products and/or the GFP marketing systems outside the official GFP Internet access is then only permitted with the prior written consent of GFP. Any such websites shall be designed solely according to GFP specifications.

3.3. Distributors shall not use, promote or otherwise recommend any other materials for presentation of the products and marketing systems of GFP marketing organization than those provided by GFP or as expressly authorized for use by GFP.

3.4. Offering, promoting or selling the GFP range of products via marketing channels other than Direct Marketing (e.g. retail), in particular if this is not of advantage to the image of the GFP portfolio (e.g. internet auction such as eBay or Basare), is hereby prohibited to the Distributors.

3.5. Distributors shall note that the overall appearance of GFP shall be given due care such that the quality of the products is taken into account.

3.6. Rights of utilization in respect of illustrations, photos and other digital media, which Distributors have acquired in the course of their professional activities, are assigned to GFP. This applies especially for the use in brochures, flyers and on Internet sites.

3.7. Distributors who run businesses oriented to the service sector (e.g. sport and fitness studios, solarium, cosmetics, pedicure and manicure, massage practices, hairdressers, nutrition or health consultancy, physiotherapy, spa, chiropractice, wellness and beauty institutes) may offer GFP products for sale at their place of business.



#### 4. COMPETITION AND CONFIDENTIALITY:

- 4.1. Distributors may sell other products or services. Distributors with status "Manager" however, may not market products which are in direct competition to the current GFP range. Other products, including those not in direct competition, may not be offered, promoted or sold by Managers together with the GFP range under the same terms of sale and marketing, especially under the framework of "selling parties". It is not permitted that the impression arises that the products are connected with GFP products.
- 4.2. Managers are not permitted to influence other Distributors, that as well as or in place of, their activities for GFP, they should offer other goods or services of any kind. This also applies if the goods involved are not in direct competition with the offers in the GFP portfolio.
- 4.3. During and after the contractual period, the Distributors shall maintain confidentiality about all information and all products and business. This applies in particular to the names and addresses of other GFP Distributors and customers. GFP has the right to demand at any time documentation which contains operating secrets.
- 4.4. Also after the end of the contractual period, Distributors undertake not to canvass directly or indirectly the personnel or other distributors of GFP.
- 4.5. Forwarding and/or sale of internal, confidential data and intellectual property to a third party outside the GFP Marketing System is hereby prohibited. This applies especially to lectures, training courses and workshop documentation on the subject of practice, products and marketing organization of GFP

#### 5. REMUNERATION / SALES TAX:

- 5.1. Remuneration for Distributors is outlined in the GFP Remuneration Plan which is an essential part of this Agreement.
- 5.2. Distributors shall inform GFP of their Tax ID numbers, or shall inform GFP immediately if in the course of their commercial activities they opt to pay sales tax or this is inevitable as a result of exceeding the limits for "small businesses". From this point of time, GFP shall then pay accordingly, i.e. with the addition of the legally valid rate of sales tax.

#### 6. DURATION, TERMINATION of CONTRACT:

- 6.1. This Agreement has been concluded for an unspecified period of time.
- 6.2. Both Contracting Parties can terminate the Agreement with observance of a period of notice of 2 weeks to the end of the month. If the Distributors no longer carry out their activities part-time, taking into account the time involved and the income attained, legal periods of notice apply.
- 6.3. Further, each of the Contracting Parties can terminate the Agreement for good cause without observance of a period of notice, if the conduct of the other Contracting Party makes it unreasonable for the terminating party to continue the Agreement to the next ordinary date for termination.

#### 7. EXPIRY, AMENDMENTS TO CONTRACTUAL PROVISIONS:

- 7.1. Claims arising from this contractual relationship, in particular guarantee claims, expiry within one year from the point of time at which the respective claim is due and the Party entitled to claim is aware of the circumstances on which his claim is justified.
- 7.2. In the case that GFP decides that certain provisions of this Contract or in the GFP remuneration plan are to be amended then GFP will notify the Distributors with a period of notice of 30 calendar days. Continuation of the contractual relationship by the Distributor without any form of objection is deemed to be tacit consent.

#### 8. AMENDMENTS TO CONTRACTUAL PROVISIONS, WRITTEN FORM, APPLICABLE LAW AND PLACE OF JURISDICTION:

- 8.1. Individual agreements need to be made in writing in order to be valid. This also applies to the requirement for the written form.
- 8.2. The contracting Parties agree that for any disputes arising from this Agreement the jurisdiction is Palma de Mallorca and the exclusive applicable law is Spanish law.
- 8.3. Should one of the provisions of this Contract be or become ineffective, not valid or not permissible, this does not impair the validity of the rest of the Contract.

#### 9. DATA PROTECTION:

- 9.1. Personal data include name, address, telephone number and e-mail address as given by the Distributor on his/her registration form. These data will be saved and processed by GFP only insofar as necessary for the execution of contractual obligations. Data will not be forwarded to Third Parties.
- 9.2. Insofar as under the terms of this Contract Distributors collate personal data from interested parties or potential customers or receive such from GFP, these data shall be handled confidentially and process or use the information exclusively for the performance of their tasks as set forth in this Contract. In particular, Distributors shall not allow access of third parties to the data nor forward in any way.
- 9.3. Distributors shall act at their own responsibility to ensure appropriate security in the processing of customer and interested party data.
- 9.4. Distributors are not permitted the commercial use of customer or personnel data of GFP for purposes other than provided for in the Contract.
- 9.5. These obligations continue to be effective also after the end of this Agreement.