



Independent Reseller Agreement (as of November 2015)

Gandang Kalikasan USA, Inc. (GKI USA) agrees that the **Independent Reseller (the Reseller)** may purchase Human Nature products distributed by GKI USA or its authorized distributors in the United States at a discount from suggested retail prices, subject to GKI USA's policies regarding sales, marketing, and payment.

The Reseller represents and warrants that all the information he/she has provided in the Application Form and this Agreement is true and accurate.

The Reseller agrees:

- a To obtain and maintain all permits and licenses necessary for the continuance of his/her business.
- b That, as an Independent Reseller, to assume sole liability for all self-employment and to ensure that he/she complies with all applicable federal, state, and local laws governing his/her business including the collection of sales tax from customers and the payment of any and all taxes where applicable.
- c That, to ensure that Human Nature products for reselling comply with US Food and Drug Administration (US FDA) regulations, Human Nature products must be purchased only from GKI USA and/or its authorized distributors in the US.
- d To pay for all his/her purchases in accordance with the payment policies of GKI USA without the need for GKI USA to demand payment.
- e To hold GKI USA, its authorized distributors, officers and employees free and harmless from any claim, expense, liability, suit or demand arising from the conduct of his/her business.
- f To immediately inform GKI USA of any change in his/her personal information given in this Application Form.
- g To allow use of his/her name for publication from time to time in company documents, merchandising and other material especially in relation to sales figures and performance tables.
- h To exchange communication with Human Nature via U.S. mail, telephone, email, or other means (1) to receive account or order information; (2) to process orders and arrange payments; (3) to receive information about products and promotions; (4) for other business purposes.
- i To sell only to consumers and not to sell GKI USA's products (1) for resale or (2) through third parties, including but not limited to any business entity or any type of fixed retail establishment without prior written permission from GKI USA.
- j Not to sell GKI USA's products to customers outside the United States. International deliveries require documents and permits that can only be provided by GKI USA, and are subject to import regulations specific to each country.
- k **TO STORE THE PRODUCTS AWAY FROM SUNLIGHT AND BELOW 95 DEGREES FAHRENHEIT TO PRESERVE THE QUALITY OF THE PRODUCTS.** Failure to do so may cause



irreparable damage to the products such as loss of fragrance, separation or discoloration since the products do not contain chemical stabilizers or emulsifiers. Returns due to improper storage conditions shall not be accepted for refunds or credit.

l To never leave the products in the vehicle or any other place that may be subject to heat, and to accept liability for any change in the quality of products not properly stored in accordance with these directions.

m To acknowledge that the products have expiration dates and to not resell products that have less than four (4) months remaining shelf life based on the expiration date found on each product.

n To take full responsibility for inventory management, and to comply with GKI USA's 30-day return policy. Returns that are not due to defects or product quality issues are subject to assessment by GKI USA or its authorized distributors to ensure that they are still in saleable condition, and are subject to a re-stocking fee of \$1 per item. Resellers must email usa@humanheartnature.com with the following details of the products for return: 1) photos of the item (showing the batch number and expiry date); 2) Reseller's name, mailing address, and invoice number; 3) reason for the return.

o To review his/her commissions and report any errors or discrepancies to GKI USA within ten (10) days from the date of the commission pay-out. Errors or discrepancies which are not brought to GKI USA's attention within the 10 day period will be deemed waived by the Reseller. Resellers agree that product returns can be deducted from commissions.

p To maintain a monthly minimum average purchase requirement net of reseller's discount in order to continuously avail of discounts and commissions.

q To comply with any changes to the Reseller Terms and Agreement that may be made by GKI USA.

GKI USA and the Reseller agree:

r That this Independent Reseller Agreement does not make the Reseller an employee or agent of GKI USA. The Reseller is an independent social entrepreneur who maintains the highest standards of integrity, honesty and responsibility in dealings with GKI USA and his/her customers.

s That this Agreement does not give the Reseller authority to enter into any agreement or contract with any party by representing himself/herself as an employee or agent of GKI USA or commit GKI USA to any contract or agreement with any third party.

t That this Agreement does not confer any authority to the Reseller to incur any debt, obligation or liability on behalf of GKI USA or its authorized distributors.

u That this Agreement does not confer authority to the Reseller to use any of the trademarks or trade names owned by GKI USA, its parent company, or affiliates. For advertising purposes (including but not limited to the Internet), the Reseller is



expected to protect GKI USA's trademarks or trade names by obtaining GKI USA's written permission prior for usage.

v That the Reseller will abide by all policies of GKI USA which may change from time to time.

w That GKI USA reserves the right to discontinue products without prior notice.

x That GKI USA may change its prices, commission, and incentive scheme with regard to the Reseller and may reduce or cancel discounts or other benefits without prior notice.

y That either party may terminate this Agreement, with or without due cause, at any time upon notice to the other.

z To the extent permitted by law, the Reseller agrees not to act as a representative or a private attorney general, or in any other representative capacity, and/or participate as a member of a class of claimant in any lawsuit against GKI USA and/or its authorized distributors brought in state or federal court, or in arbitration, with respect to any claims arising under this agreement or with respect to his/her relationship with GKI USA. This waiver shall survive the termination of this Agreement and his/her removal or withdrawal as an Independent Reseller of GKI USA.

aa That in case of dispute arising directly or indirectly from this Agreement, settlement shall be pursued through the proper courts at the option of GKI USA, and that this Agreement shall be construed and governed by the laws of the state of California. Any claim or lawsuit relating to this Agreement or his/her service as an Independent Reseller must be filed within six (6) months of the conduct or action giving rise to such claim or lawsuit. Any statute of limitations providing for a longer period in which to file a claim or lawsuit is waived.

bb That if any provision of this Agreement shall, to any extent, be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining parts of this Agreement shall not be affected.

This Agreement supersedes any prior agreements between GKI USA and the Reseller.