

# Australia Independent Business Partner Application Form



## #1 Become an IBP (Independent Business Partner)

Joining Fee **\$69**

Administration Fee Only. No Products Included

## #2 Your Contact Details

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_

Mobile Phone: ( ) \_\_\_\_\_

Business Name (if Applicable): \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### POSTAL ADDRESS:

Street: \_\_\_\_\_

Suburb: \_\_\_\_\_

Town / City: \_\_\_\_\_

Postcode: \_\_\_\_\_

Country: \_\_\_\_\_

## #3 Your Payment Method When Purchasing Products

Visa:

MasterCard:

Credit Card Number: \_\_\_\_\_

Expiry Date: (mm/YY) \_\_\_\_/\_\_\_\_ Amount: \_\_\_\_\_

Cardholders Signature: \_\_\_\_\_ CVV: \_\_\_\_\_

## Co-Applicant (if applicable)

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Mobile Phone :( ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### PERSONAL DATA NOTICE:

## #4 Receiving Your Commission and Bonus Payments

Bonus payment or commissions are made by electronic funds transfer (EFT) and will be credited to your bank account or building society account.

Please provide the following details:

Account BSB Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Branch Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

We collect personal information from you, including your name, contact information and any other details as prescribed in the Distributor Membership Application Form or any other forms as provided from time to time.

We collect your personal information in order to communicate with you, to respond to your queries, to provide you with information, to facilitate our contractual obligations, to comply with relevant laws and regulations and all things related to the business. Besides our staff, we may share your information with third parties including without limitation government departments, our service providers and our business partners in order for us to operate in connection with the business.

Providing some information is optional.

If you choose not to provide all information required, we'll not be able to provide the services required. You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at [sales@bioxyneinternational.com](mailto:sales@bioxyneinternational.com).

## #5 Who Introduced you to Bioxyne International?

Sponsor's ID Number: \_\_\_\_\_

Sponsor's Name (First and Last Name): \_\_\_\_\_

Please also note that due to the global nature of our business, your personal information may be transferred outside of Australia. Unless you have requested us not to, we may contact you and provide you with information in relation to offers and promotions in relation to our products and events. If you do not wish to receive such information, please contact us in the following email address [sales@bioxyneinternational.com](mailto:sales@bioxyneinternational.com).

## Signed by Applicant

I hereby agree to the Distributor Agreement Terms and Conditions at the overleaf.

Signed by the Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Note: The signed and completed copy must be sent to BIOXYNE INTERNATIONAL and a copy may be retained for information purposes by both sponsor and the new Independent Business Partner. Formal notice will be given by the company of this agreement's acceptance.

## **DISTRIBUTOR AGREEMENT TERMS and CONDITIONS - AU**

The terms and conditions set out herein (“Terms and Conditions”) shall govern the relationship between Bioxyne International (AU) Ltd (“Bioxyne”) and you as an Independent Business Partner (“Distributor”). By signing the Distributor Application Form at the overleaf, you hereby agree to these Terms and Conditions. Please read them carefully. You hereby agree that you have read and understand your obligations in respect of these Terms and Conditions. It is hereby agreed as follows.

### **1. Definitions** In these Terms and Conditions, unless the contrary intention appears:

“Business” means the Bioxyne business opportunity for which the Distributor shall sell and market the Products and recruit potential Distributors.

“Commission” means the compensation paid to the Distributor based on the Compensation Plan.

“Compensation Plan” refers to the structure in respect of the compensation paid to Distributors which shall be provided to the Distributor. Bioxyne reserves the right at any time to revise the the terms of the Compensation Plan upon providing the Distributor a sixty (60) days’ notice in writing (which may be in electronic form). By continuing to sell the Products and promote the Business, the Distributor agrees to the terms of the revised Compensation Plan.

“Customer” means a customer of the Distributor.

“Distributor” means the person, persons, partnership or company named in the Application Form.

“Intellectual Property Rights” means copyright, trade mark, design and patent.

“Materials” means manuals and other printed materials provided by Bioxyne in relation to the Products and the Business. Such Materials may vary from time to time.

“Products” shall refer to all Bioxyne products and services to be marketed by the Distributor in the course of the Business.

### **2. Status of Distributor**

2.1 The Distributor is not a partner, employee or agent of Bioxyne and does not have the power or authority, directly or indirectly or through its servants or agents, to bind Bioxyne to any agreement with a Customer or any other third party or otherwise to contract, negotiate or enter into a binding relationship for or on behalf of Bioxyne, except as provided by these Terms and Conditions.

2.2 In addition to the foregoing, the Distributor acknowledged that it is an independent contractor, and it shall be responsible for all costs in relation the Business including without limitation any general expenses, insurance, employee remuneration, travel or equipment.

2.3 The Distributor shall have the right within 14 days (or any other period as prescribed by law) from the Effective Date to terminate its distributorship without penalty. The Distributor shall return all Materials provided, and may return all Products purchased and request for a refund provided that the Products are in the same condition as it was at the time of purchase.

2.4 Where the Distributor is a company, the Distributor Application Form (and these Terms and Conditions) must be executed by an authorised officer of such company. Such Distributor shall also provide any such information requested by the Bioxyne.

2.5 Where the Distributor is a partnership, the Distributor Application Form (and these Terms and Conditions) must be executed by all partners.

2.6 In relation to Distributorships who are companies or partnerships, the company directors, shareholders or partners of such entities shall not apply to be a Distributor unless otherwise agreed to by Bioxyne. This shall not apply to Distributors who wish to change its status to an individual Distributor.

### **3. Order for Products**

3.1 The Distributor shall pay full price for the Products upon making a placement for an order with Bioxyne.

3.2 The Distributor shall strictly purchase Products for resale to the Customers only from Bioxyne. Bioxyne is not obliged to accept any order from the Distributor.

3.3 Bioxyne may discontinue certain Products and modify its prices at any time, and will provide the Distributor notice of such changes.

### **4. Refund and Exchange Policy**

4.1 Bioxyne will refund the price for any initial order of Products solely where it receives a notification in accordance with Clause 2.3 PROVIDED that: (a) the goods are returned in good and resalable condition similar to the time of purchase; and (b) there is adequate proof of purchase.

4.2 Bioxyne will allow an exchange of Products PROVIDED that: (a) the goods are returned in good and resalable condition similar to the time of purchase; (b) the Products shall not have less than half their shelf life unexpired as at the date of receipt by Bioxyne; (c) the exchange value shall be based on IPV to compensate for rebates already paid out; (d) such exchange is made within thirty (30) days of purchase; and (e) there is adequate proof of purchase.

4.3 The Distributor shall honour any Distributor and/or Customer refund request where Bioxyne fails to exchange a product with similar value in accordance with Clause 4.2 in accordance with Bioxyne's refund policy at the time.

### **5. Commission**

5.1 Subject to the Distributor complying with these Terms and Conditions, the Distributor shall receive its commission in accordance with the Compensation Plan on a date at the discretion of Bioxyne. The Distributor further authorises Bioxyne to electronically deposit its Commission into the account stated in the Distributor Application Form. The Distributor further agrees that it shall be responsible for all taxes accountable to the Distributor in relation to the commission received.

5.2 Bioxyne shall have the right to withhold payment of any Commissions, bonuses or any other monies due to the Distributor to set off monies that may be due and payable by the Distributor.

## **6. Training**

6.1 Bioxyne shall, where considered necessary by Bioxyne, provide the Distributor with such training as Bioxyne considers necessary to enable the Distributor to market the Products and the Business. This includes training in the use of the Products, understanding of the Compensation Plan, training in how to build the Business, and how to represent Bioxyne and its brand ethically and responsibly. In certain circumstances, it would be mandatory/necessary for the Distributor to attend certain training and events in order to obtain bonuses as part of the Compensation Plan.

6.2 Bioxyne does not warrant that training or information provided pursuant to this clause is sufficient to enable the Distributor or its personnel to adequately respond to all queries or concerns raised by a Customer. The Distributor acknowledges its responsibility to refer to Bioxyne as necessary queries or concerns expressed by a Customer which the Distributor is unable to answer.

## **7. Copying and Modification of Products**

The Distributor shall not copy or alter or modify or in any other way interfere with the Products, its packaging and any Materials provided. The Distributor shall further not alter, remove or tamper with any trademarks, prejudice the distinctiveness or validity of Bioxyne's goodwill or use Bioxyne's trademark to cause confusion or deception.

## **8. Intellectual Property Rights**

8.1 All Intellectual Property Rights in the Products and the Business, the Distributor network in relation to the Business and any Materials provided by Bioxyne remains with Bioxyne. The Distributor does not acquire any rights to Bioxyne's Intellectual Property Rights in promoting the Products or Business.

8.2 The Distributor shall not produce any form of material using Bioxyne's Intellectual Property Rights.

## **9. Distributor's Obligations**

9.1 During the term of these Terms and Conditions the Distributor shall: (a) conduct the Business, market and promote Products exclusively for Bioxyne on a continuous basis. Such promotion shall include demonstrations of the Products to potential Customers and Bioxyne approved advertising of the Products at its own expense; (b) ensure all copies of the Products bear Bioxyne's notice of ownership of the Intellectual Property Rights associated with the Products; (c) not engage, directly or indirectly, in the sale, promotion, advertising or distribution of any other third party product ; (d) inform Bioxyne of any matters which may affect or assist in the distribution of the Products; (e) generally act diligently as Distributor of the Products; (f) act in good faith at all times towards Bioxyne and give Bioxyne such assistance and co-operation as Bioxyne reasonably requests; (g) not engage in any unlawful activity in connection with the Business; (h) comply with all laws, rules and regulations including without limitation all privacy laws in the territories in which it operates; (i) not engage in any conduct, which is prejudicial to the Business and the Products generally; (j) provide information to the Customers or Distributor in relation to the Products strictly in accordance with materials provided by Bioxyne, and shall not make any exaggerate claims to any potential Customer; (k) where the Distributor is also a sponsor, supervise, assist, motivate and encourage its downline in its effort to sell the Products to Customers. It shall be responsible for all downline organisations and it shall give training and shall provide detailed explanation in relation to the Compensation Plan, Products, the Business and any Bioxyne policies provided from time to time. The sponsor shall receive no compensation for such activities as the Distributor has received Commissions in accordance with the

Compensation Plan; (l) represent Bioxyne in a positive manner, and shall not mention Bioxyne or its Products in a negative way. This includes marketing the Products and the Business ethically and professionally; (m) not manipulate the Compensation Plan; (n) not sell or attempt to sell the Products through retail outlets and not make any suggestion whether express or implied that the Products are similar to any other goods (o) not impose on its downline, a prospective Distributor and/or Customer a requirement to purchase a specified minimum amount in respect of the Products, services, Materials, tickets to events in exchange for assistance from the Distributor as a sponsor; and (p) not communicate any unsolicited mails (in whatever form) to any persons in which the Distributor does not have a relationship with.

9.2 The Distributor further acknowledges and agrees that: (a) it shall consent to Bioxyne using their names, characters, photographs, voices and likeness in connection with the Business and shall waive all claims to compensation for such use; (b) the sponsoring of new Distributors or downlines is solely the responsibility of the sponsor. In the event of any disputes, the upline of the organization which benefits financially shall be responsible for such disputes; (c) it shall be responsible for its business decisions and hence, Bioxyne shall not be responsible for any loss or damage resulting from any statement or comment from Bioxyne or its personnel; (d) a spouse who is already a Distributor cannot sponsor the other spouse as a Distributor. Notwithstanding the foregoing, a husband and wife are entitled to be joint distributors under the same application; (e) use of media advertising in relation to the Product or the Business is strictly prohibited unless authorized by Bioxyne in writing, All Intellectual Property Rights in relation to such advertising shall vest in Bioxyne, and the Distributor hereby assigns all such rights to Bioxyne; (f) it shall not use any Bioxyne contact, resources or events to promote other products or services. It further shall not solicit any other Distributor for the purposes of a third party whether such third party is another direct sales or network marketing company. Any breach of this term may be inadequate and Bioxyne shall be entitled to other forms of injunctive or equitable relief; (g) it shall not purchase any Product in unreasonable quantity solely for qualifying or advancing itself in the Compensation Plan; (h) it shall not solicit Distributors already sponsored by another individual in the Business; (i) where the Distributor is a natural person, its minimum age shall be 18 years old; (j) it shall never promise or imply that there is a minimum or maximum average income potential Distributors could earn as part of the Business. Each individual is different and the compensation they earn would be dependent on the dedication and effort and each individual is willing to apply to the Business. Each Distributor deals directly with the Company; (k) no conflict of interest exists or is likely to arise in the performance of its obligations under these Terms and Conditions and that it shall immediately disclose to Bioxyne any activity which constitutes or may constitute a conflict of interest; and (l) that the distributor network it develops in relation to the Business shall belong exclusively to Bioxyne.

## **10. Liability**

10.1 To the extent permitted by law, Bioxyne shall be under no liability to the Distributor in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of goods or services supplied pursuant to these Terms and Conditions or in respect of a failure or omission on the part of Bioxyne to comply with its obligations under these Terms and Conditions. In the event that any exclusion contained in these Terms and Conditions shall be held to be invalid or for any reason Bioxyne becomes liable for any loss or damage that may lawfully be limited, Bioxyne's maximum liability to the Distributor in respect of the Business and the Products shall be limited to the cost of the Products purchased from Bioxyne.

10.2 The Distributor warrants that it has not relied on any representation made by Bioxyne which has not been stated expressly in these Terms and Conditions or upon any descriptions, illustrations or specifications contained in any document produced by Bioxyne such as the Materials.

10.3 The Distributor shall at all times indemnify and hold harmless Bioxyne and its officers, employees and agents (“those indemnified”) from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by: (a) a breach by the Distributor of its obligations under these Terms and Conditions; or (b) any act or omission on the part of the Distributor.

## **11. Implied Terms**

11.1 To the extent permitted by law, any condition or warranty which would otherwise be implied in these Terms and Conditions is hereby excluded.

## **12. Termination**

12.1 Bioxyne may terminate these Terms and Condition and the Distributor’s rights to market the Products, to operate and promote the Business immediately by notice in writing if: (a) the Distributor is in breach of any term of these Terms and Conditions and such breach is not remedied within 30 days from such breach; (b) the Distributor becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; (c) the Distributor, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; (d) the Distributor, being a natural person, dies; (e) the Distributor ceases or threatens to cease conducting its business in the normal manner; (f) the Distributor supplied wrong information at the time of application; or (g) the Distributor has failed to be active in this Business for 6 months.

12.2 If notice is given to the Distributor pursuant to subclause 1, Bioxyne may, in addition to terminating the Terms and Conditions: (a) be regarded as discharged from any further obligations under these Terms and Conditions; and (b) pursue any additional or alternative remedies provided by law.

## **13. Force Majeure**

Bioxyne shall not be liable for any delay or failure to perform its obligations pursuant to these Terms and Conditions if such delay is due to a circumstance beyond the reasonable control of Bioxyne.

**14. Entire Agreement** These Terms and Conditions constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

**15. Assignment** Bioxyne may assign these Terms and Conditions or any part of them, and may further delegate its obligations under these Terms and Conditions. The Distributor may not assign any rights or obligations in respect of these Terms and Conditions without Bioxyne’s consent.

**16. Waiver** Any failure by Bioxyne to enforce the terms of these Terms and Conditions or any part thereof shall not waive Bioxyne’s right to do so.

**17. Variation** Bioxyne reserves the right at any time without notice to the Distributor to revise the content of these Terms and Conditions. Any changes to the terms of these Terms and Conditions shall be provided to the Distributor and by continuing to sell the Products and promote the Business, the Distributor agrees to be bound by the revised Terms and Conditions.

**18. Co-operation**

18.1 The Distributor shall sign all documents and do all things necessary or desirable to give effect to these Terms and Conditions and, where it is a company, it will procure its officers, employees and agents to declare, make or sign all documents and do all things necessary or desirable to give full effect to these Terms and Conditions.

18.2 In addition, the Distributor will: (a) to the extent practical, co-operate with Bioxyne in the pursuit of the Bioxyne's business objectives relevant to these Terms and Conditions; (b) pursue best practice in the Business pursuant to these Terms and Conditions; (c) as soon as practicable consult with Bioxyne on any matter arising which may materially affect the performance by the Distributor of its obligations under these Terms and Conditions.

**19. Bioxyne's Rights** Any express statement of a right of Bioxyne under these Terms and Conditions is without prejudice to any other right of Bioxyne expressly stated in these Terms and Conditions or arising at law.

**20. Survival of Terms and Conditions** The conditions and provisions of these Terms and Conditions which are capable of having effect after the expiration of the Terms and Conditions shall remain in full force and effect following the expiration of the Terms and Conditions.

**21. Severability** If any provision of these Terms and Conditions is held invalid, unenforceable or illegal for any reason, these Terms and Conditions shall remain otherwise in full force apart from such provision which shall be deemed deleted.

**22. Governing Law** These Terms and Conditions will be governed by and construed according to the laws of Australia and the parties shall submit to the jurisdiction of the courts of Australia.

**23. Effective Date** The effective date of these Terms and Condition shall be the date that the application was accepted by Bioxyne.

**24. Term of these Terms and Conditions**

24.1 Subject to sub-clause 2, these Terms and Conditions shall commence from the Effective Date for an initial period of one (1) year ("Initial Period") and shall be automatically renewed for subsequent periods of one (1) year each in consideration of the Distributor paying an administration fee to be determined by

Bioxyne ("Renewed Term") unless earlier termination of these Terms and Conditions in accordance with Clause 12.

24.2 Notwithstanding the foregoing, Bioxyne reserves the right to provide the Distributor a written notice of non-renewal thirty (30) days prior to the end of the Initial Period or any Renewed Term thereafter.

PRIVACY NOTICE: We collect personal information from you, including your name, contact information and any other details as prescribed in the Independent Business Partner Membership Application Form or any other forms as provided from time to time. We collect your personal information in order to communicate with you, to respond to your queries, to provide you with information, to facilitate our contractual obligations, to comply with relevant laws and regulations and all things related to the business. Besides our staff, we may share your information with third parties including without limitation government departments, our service providers and our business partners in order for us to operate in connection with the business. Providing some information is optional. If you choose not to provide all information required, we'll not be able to provide the services required. You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at [support@bioxyneinternational.com](mailto:support@bioxyneinternational.com). Please also note that due to the global nature of our business, your personal information may be transferred outside of Australia. Unless you have requested us not to, we may contact you and provide you with information in relation to offers and promotions in relation to our products and events. If you do not wish to receive such information, please contact us in the following email address [support@bioxyneinternational.com](mailto:support@bioxyneinternational.com). For further information in relation to our collection of your personal information, please refer to our privacy policy on our website [www.bioxyne.com/site/utilities/privacy](http://www.bioxyne.com/site/utilities/privacy).

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