

NUTRY LYFE ENTERPRISE STOCKIST SYSTEM PROCEDURE.

A prospective stockist of Nutry Lyfe must:

- 1. Be an Elite registered member of Nutry Lyfe.**
- 2. Indicate Interest in becoming a stockist of Nutry Lyfe.**
- 3. Review and accept the Terms and Conditions.**
- 4. Undergo Interview/screening and physical verification of proposed office address.**
- 5. Pay the required Stockist Fee.**
- 6. Receive New Stockist Orientation/Training.**
- 7. Receive the first supply of products.**

APPLICATION FOR STOCKIST IN NIGERIA

I/We expressly undertake to bind myself/ourselves to the Company's terms and conditions, including her business and operating standards.

I/We understand that the final decision as regards this application rests with the company.

Applicant Name: _____

Business Name: _____

Username: _____

Business Address: _____

Residential Address: _____

Telephone No: (Office) _____

Mobile No: _____

E-mail: _____

No of Slots: _____

DECLARATION

I/We residing at the above-mentioned address formally signify my/our interest to apply for a Stockist at the above-named address. I/We hereby declare that the above information provided by me/us are true and correct to the best of my/our knowledge and the company reserves the express right to disapprove my/our application for any misrepresentation thereof.

I/We further declare that the information given is true and shall undertake to promptly inform Nutry Lyfe Enterprise of any change thereof and I/we undertake to furnish Nutry Lyfe with further information if required.

Head of Administration

Signature of Applicant

Date:_____

(Applicants are advised to keep a copy of the filled application for further reference)

CODE OF ETHICS FOR STOCKIST

Being a Stockist of Nutry Lyfe, I agree to conduct my Nutry Lyfe business according to the following ethical guidelines:

As a Nutry Lyfe Stockist;

- 1. I will guide and treat all my co-distributors professionally.**
- 2. I will respectfully observe & uphold the CORE VALUES of Nutry Lyfe.**
- 3. I will present the Nutry Lyfe Products and business to all clients/distributors with honesty and integrity and I will use only approved Nutry Lyfe Publications and Presentation materials.**
- 4. I will readily & politely uphold all the guidelines and procedures outlined in official publications at any presentation of Nutry Lyfe.**
- 5. I will conduct my business and activities in such a manner, reflecting the highest standards of integrity and openness, and responsibly serving all distributors with equity and selflessness at all times.**
- 6. I will accept and execute my responsibilities as a Nutry Lyfe Stockist with professionalism, setting good examples for business.**
- 7. I will protect the image of the company during all my Nutry Lyfe presentations & activities by using the approved compensation plans & products presentation materials ONLY.**

8. It is part of my responsibility to guide and help the distributors to learn the principles and core values of Nutry Lyfe, her Code of Ethics, Rules of Conduct, product presentation, and compensation plan as success tools in building their Nutry Lyfe businesses.

9. It is part of my responsibility to motivate the distributors to take initiatives and attend company seminars to maximize their potential and business goals.

10. I will promote the spirit of teamwork, unity and healthy relationship among all distributors.

Date: _____ Signature:_____

NUTRY LYFE ENTERPRISE RULES OF CONDUCT FOR STOCKIST.

Any violation of the below-stated Rules of Conduct may result in some penalties or possible termination of the Stockist Agreement between the Stockist and NUTRY LYFE.

NUTRY LYFE ENTERPRISE reserves the right to modify and make any amendments to these Rules whenever the company deems it proper and necessary.

1. APPLICATION FOR STOCKIST.

a. Any Company/Corporation, Proprietor/Partnership, Private or Limited Liability Company can apply as a Stockist and such MUST have been fully registered under an active member of NUTRY LYFE with an ELITE account.

b. An applicant must personally fill and complete the application form, duly signed in clear & legible BLOCK letters to signify their acceptance of all the terms, rules, and regulations of NUTRY LYFE ENTERPRISE. Incomplete information renders the application void.

c. Upon approval, payment for Stockist should be made within seven (7) working days from the date of approval.

d. Application for multiple Stockists is not allowed.

e. Application for Stockist is not allowed if the quota for a city or state is filled up,

f. Each Metropolis is entitled to one MEGA STORES and four to five SERVICE CENTRES, nevertheless, an area widely spread and more densely populated than others can have additional MEGA STORES and SERVICE CENTERS as in the case of cities like LAGOS, ABUJA, KANU, and PORT HARCOURT.

2. DEATH and INHERITANCE.

a. In the event of the demise of the Stockist, the Stockist agreement shall be reserved for the legal heirs of the deceased.

b. The heir shall submit legal proof of heirship to the company along with an application stating their request to take over ownership of the Stockist business. The company, however, reserves the right to approve/disapprove the request after proper investigation and verification.

3. RESPONSIBILITIES and DUTIES.

a. A stockist is an independent business entity. Hence, he/she is not an employee of the company.

- b. A stockist shall not use NUTRY LYFE's name, logo, slogan, trademark, and trade names without the consent of the company.**
- c. Valid complaints should be written and addressed to NUTRY LYFE for consideration. Final decision rests with the company.**
- d. All Health Products of NUTRY LYFE are natural and have no therapeutic claims. All distributors, Stockists, and business centers herein undertake to shoulder all responsibilities, liabilities, and damages that may arise from any misinterpretation or misrepresentation of the NUTRY LYFE brand and health products.**

4. TERMINATION/CANCELLATION of DISTRIBUTORSHIP.

- a. NUTRY LYFE reserves the right to terminate the Stockist Agreement for non compliance, breach or violation of any of the stated code of ethics and rules and regulations and policies of NUTRY LYFE.**
- b. Major offences that could lead to termination of the Stockist agreement include but not limited to the following: - - - Retailing or selling outside the network without servicing the distributors. Demarketing NUTRY LYFE distributors and wooing them into other MLM/ Network/Direct Selling companies. Engaging in fraudulent business activities with company staff, stockists, and distributors.**

5. TAMPERING with COMPANY'S PROPERTY. a. Tampering with documents such as Stockist Application Form, Company invoices, or related documents to be duly filled and signed is strictly prohibited.

6. TAX DEDUCTION and GOVERNMENT FEES. a. All statutory taxes, VAT, and fees related to the Stockist that may be required by the Local Govt. Area, State, and Federal Governments are to be borne by the Stockist.

7. PRODUCT QUALITY GUARANTEE. Products promoted by NUTRY LYFE ENTERPRISE are guaranteed to be of the highest quality. In case you encounter problems with the product, you must bring it to the Head office, together with your written statement and explanations and such will be replaced.

ACKNOWLEDGEMENT I/We hereby confirm that I/We have read and accepted the Terms and Conditions of NUTRY LYFE ENTERPRISE. I/We acknowledge that NUTRY LYFE ENTERPRISE reserves the right to cancel the Stockist Agreement for any violation of the above policies, rules, and regulations committed by the undersigned.

Date: _____ Signature: _____

NUTRY LYFE ENTERPRISE STOCKIST AGREEMENT

This agreement is made on _____ Day of _____ between Nutry Lyfe Enterprise, a Multi-level Marketing Company, having its office at 89, Atiku Abubakar Avenue Uyo, Akwa Ibom State, Nigeria, hereinafter referred to as the "principal" of the first part. And _____ a Proprietorship/Partnership, Private or Limited Liability Company having its office at _____ hereinafter referred to as the "Stockist" of the second part. Whereas the principal is interested in appointing a Stockist for the agreed area of _____ if also the Stockist is interested in being appointed as the principal's Stockist. Stockist approached the principal to act as the Stockist to which the principal has agreed to do on terms and conditions given hereunder:

OBLIGATIONS OF THE PARTIES

Generally, it is agreed and understood that the Parties would actively cooperate towards ensuring a mutually beneficial relationship concerning the supply and stocking of the products made available by the principal to the Stockist. To this end, the Parties shall perform the obligations specified herein:

PRINCIPAL'S OBLIGATIONS

Upon the terms and subject to the conditions herein, the obligations of the principal shall be as described below:

A. Upon confirmation of payment of Two Million, Five Hundred Thousand Naira Only (2,500,000), Five Million Naira Only (~~₦~~5,000,000) or Ten Million Naira Only (~~₦~~10,000,000) Of desired entry level by the Stockist.

B. The principal shall supply the requested quantity of Nutry Lyfe products to the Stockist within two weeks of payment by the stockist. If such quantity requested by the Stockist is unable to be supplied to the Stockist, the principal shall notify the Stockist within reasonable time on the unavailability of the product(s) at the said time.

C. The principal shall be responsible for the first delivery/waybill charges from the head office to the **SERVICE CENTRE** and **MEGA STORES**.

NOTE: After the first delivery, it becomes a 50% shared responsibility between the PRINCIPAL and the STOCKIST.

D. The principal shall pay a monthly commission of 2.5% to a MINI STORE, 5% for SERVICE CENTRE and 9% for MEGA STORE in monetary terms into the designated bank account of the Stockist of all Nutry Lyfe products shipped out of the Stockist's store/warehouse to distributors.

NOTE: This commission is predicated upon the cost price of each of our product.

E. In the event of price change, the principal shall communicate to the Stockist within a reasonable time (1 Week) of such changes and shall thereafter make available to the Stockist a price list reflecting the change.

F. The principal shall have the discretion at any time to distribute free items and promotional materials to the Stockist to aid its, business development.

STOCKIST'S OBLIGATIONS.

Upon the terms and subject to the conditions herein, the obligations of the Stockist shall be as described below:

A. The Stockist shall make full monetary payment of Two Million Five Hundred Thousand Naira Only (₦2,500,000), Five Million Naira Only (₦5,000,000) or Ten Million Naira Only (₦10,000,000) into the principal's designated bank account for the products.

B. The Stockist shall request for products by sending a screenshot of his or her Stockist back office stock inventory window.

C. The Stockist shall dispatch products to distributors at an extra cost cognizance of the logistics incurred by the stockist.

D. The Stockist shall attend and participate in all approved online Stockist training. In the event that the Stockist is unable to attend such trainings, prior written consent must be sought and obtained from the principal or his representative.

E. Upon receipt of the products from the Principal's warehouse, the Stockist has the sole responsibility to keep the products safe and shall be personally liable for any damage to or loss of the products.

DURATION

The Parties agree that this Agreement shall become effective on the date of execution by the Parties and shall endure until either of the parties decides to terminate this agreement. This agreement can only be terminated by the provisions of this agreement.

PROVIDED ALWAYS AND IT IS AGREED AS FOLLOWS:

1. The Stockist is hereby restrained from supplying the principal's products to only members of his network team but to all distributors.

2. The parties agree that payments made for the supply of products are non-refundable.

In the event of termination, the Stockist loses all rights enjoyed by a Stockist while the Principal supplies backlog of products to the Stockist.

3. The parties agree that the Stockist is not a staff of the principal and therefore, is not entitled to benefits.

4. The Stockist shall be responsible to clear and unload the company's products and distribute the products to the distributors.

5. Dispatching of products shall be made by the Stockist based on the requirement of distributors presented as an electronic or as a written order or as confirmed by the principal's authorized person.

6. The Stockist shall also clear and store at their warehouse any product(s) in a damaged condition which may be received from the distributor. The principal shall issue a disposal instruction in writing, in respect thereof. The Stockist is required to maintain proper record of the receipt of such products along with their disposals per the principal's instruction.

7. The Stockist shall not admit any claim or make any commitment on behalf of the principal unless such claims have been validated by the principal and duly communicated to the Stockist by the principal from time to time.

8. The Stockist shall take care of the products to avoid theft, pilferage, damage, and exposure to water, moisture, heat, etc. The Stockist shall be responsible for all losses due to such. The

Stockist shall have no right on the principal's products in respect of bill charges of any nature that may remain outstanding for payment or settlement. The Stockist shall be responsible for any shortages, losses, or damages to the products for any reason whatsoever.

9. The Stockist shall be responsible for expenses if any, related to business/sales promotion outside company organized business/sales promotion.

10. Commissions/sales incentives to the Stockist will be paid after deducting the applicable taxes if any as per the tax law.

RECORDS/PERIODIC AUDITS.

1. The Stockist shall maintain proper records of the products supplied and given out and any possible backlogs. The principal has the full right at any given time to verify the records through its representatives.

2. The Stockist shall not destroy the stock list, book of account, vouchers, statements, returns, and other documents or record, electronic or physical, related to the receipt of products, dispatches of products, inventory list, amount collected and expenses incurred and other business-related documents.

3. The Stockist shall permit the principal's authorized representatives and the auditors so appointed to inspect the said products, storage facility, records, contract, and other related documents relating to the receipts and dispatches of the said products and shall also be responsible to answer and satisfy all such queries as may be raised by the principal's auditors in the event of product damage and/or reconciliation of discrepancies.

ASSIGNMENT.

1. The Stockist shall not assign or otherwise transfer rights, duties, or obligations under this agreement to any other party.

RETURN POLICY

It's been in the practice to accept return or trade back stocks from stockists and distributors on reasons of damage, spoilage and/or expiry, The Stockist shall handle such returns and also reimburse the replacement under the following terms and conditions:

- A. Once products are received in good condition, there won't be any return.**
- B. Approval in writing must be taken from the head office of the principal before the stock is returned. The products returned to the principal will not be accepted for replacement unless and until the same is checked and investigated.**
- C. The Stockist is required to send full details of stock (i.e batch no, date of manufacturing, and relevant invoice number under which it was supplied) to the principal before returning the stock.**
- D. The Stockist will take delivery of products from the transporter after checking and verifying the quantity. In the event of damage, shortage, spoilage, etc, the Stockist will procure goods shortage/damage certificate from the transporter. In case of failure to comply with this condition, the liability of any financial loss will be the responsibility of the Stockist.**
- E. Transportation charges for stock returns shall be borne by the Stockist. The company has the sole discretion for the acceptability of stock returns.**

TERMINATION.

The principal reserves the right to terminate this Agreement if the Stockist continues to fall liable to major offences as outlined in this Agreement and in the Nutry Lyfe Ethics and Code of Conduct. The Principal will issue a 30-day prior notice to the Stockist. Upon Termination, the Stockist receives a backlog of products.

DISPUTE RESOLUTION.

In case of any dispute, the _____ courts will have the jurisdiction. In witness, whereof the parties hereto have affixed their respective signatures on this agreement in the presence of the witnesses.

The party of the first part Witness:

Name: _____

Signature: _____

Date: _____

The party of the second part Witness:

Name: _____

Signature: _____

Date: _____