

## Consultant Agreement / Sales Contract

*for the sales partnership with mivita care gmbh*

**Personal MIVITA ID**

**Date of contract**

**Company name**

**Phone number**

**First name**

**Mobile number**

**Last name**

**Email address**

**Street address + no.**

**Date of birth**

**City + postal code**

**Country**

## Your sponsor

*You were referred by the following sales partner*

**Company name**

**MIVITA ID**

**First name + Last name**

By activating this contract by MIVITA care GmbH – Leinfeld 2 – 87755 Kirchhaslach, hereinafter referred to as “MIVITA”, the registered sales partner

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online at

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First name

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Last name

hereinafter referred to as the “Consultant”, is granted the right to sell MIVITA products as an independent product consultant in their own name and for their own account.

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§ 1 The Consultant distributes MIVITA products as a commission agent for commission in their own name. The Consultant promotes the sale of MIVITA products and complies with the guidelines and rules established by MIVITA, which may be issued from time to time for the distribution of MIVITA products. The Consultant is obliged to comply with the applicable statutory regulations in connection with the distribution of MIVITA products.

§ 2 The Consultant is an independent business operator and is not an employee or representative of MIVITA or of any other MIVITA Consultant.

§ 3 In return for payment of a security deposit, MIVITA provides the Consultant with the MIVITA products required by the Consultant. There is no obligation to purchase a minimum quantity of MIVITA products.

§ 4 In the course of their business activities, the Consultant safeguards MIVITA's interests. This includes, in particular, that the Consultant shall not distribute competing Aloe Vera products or offer other products at the same time as MIVITA products. The Consultant shall treat as confidential any trade secrets learned during the term of this contract. This obligation shall also continue after termination of the contract. Sales via internet platforms (e.g., eBay, Amazon, retail chains, etc.) are prohibited.

§ 5 The Consultant is not obliged to purchase MIVITA products. However, the purchase of a Starter Kit is recommended. It is also recommended to participate in training courses to expand the Consultant's knowledge about MIVITA products and, if interested, about building and managing a sales organization. Such training courses are offered by MIVITA and/or MIVITA Consultants. The Consultant is not obliged to participate.

§ 6 If the Consultant acts contrary to the provisions of this contract, MIVITA reserves the right to withdraw the sales commission. The Consultant may terminate this contract in writing with four weeks' notice. In the event of termination, the Consultant may return the MIVITA products obtained from MIVITA on a commission basis in accordance with MIVITA's refund policy. Only MIVITA's General Terms and Conditions shall apply.

§ 7 The invalidity of any provision of this contract shall not affect the validity of the remaining provisions.

§ 8 The Consultant must register their business with the competent public authority at their place of residence. The Consultant is aware that income from the distribution of MIVITA products is subject to taxation. A legible double-sided copy of your identity card must be attached to this contract, or for foreign nationals residing in Germany, a copy of the passport and residence permit, or a copy of the passport together with proof of legal residence.

§ 9 The Consultant agrees that their personal data will be processed for the purpose of performing this contract, in particular stored and used (Section 4 of the German Federal Data Protection Act) and in accordance with the GDPR (2018). Data will be transferred to third parties only to the extent necessary for business purposes.