

**IT WORKS! INDEPENDENT DISTRIBUTOR AGREEMENT  
TERMS & CONDITIONS  
UNITED KINGDOM**[Compensation Plan](#)[Policies and Procedures](#)

It Works! Marketing International UC, 45-46 James Place East, Dublin 2, Ireland shall be referred to as “It Works!” or “the Company” throughout this Agreement.

**1. BASIS OF THE COOPERATION:**

1.1. It Works! sells to customers by way of direct selling cosmetic products and food supplements. This product line is completed from time to time or adapted to any change of the market conditions. The specific It Works! distribution system is characterised by the fact that Independent Distributors by way of direct selling offer consumers the It Works! products for acquisition by way of personal contacts. In this connection the system is based on the It Works! Compensation Plan. This plan stipulates the tasks of the Distributors according to their functional position in the direct selling organisation which is structured as a network of Independent Distributors. Furthermore, the Compensation Plan regulates the performance criteria a Distributor must meet in order to reach the individual functional positions in the organisation as well as the compensation paid for the successful performance of the contractual tasks.

1.2. The Distributor and It Works! agree to cooperate in the realisation and execution of the It Works! selling system as well as in the protection of the integrity of the system. In this regard the Distributor shall perform their tasks as an independent as well as an entrepreneurially active contractual partner, observing the specifications of the It Works! selling system, of the It Works! Compensation Plan and the terms of this Agreement. It Works! will ensure that all necessary information concerning the products and the systems are made available for the Distributor at all times in updated form.

1.3. The Distributors principally have free choice of their sales area, as far as It Works! has introduced officially its products into a particular country. The appropriate list of the countries in question will be delivered by It Works! in case of request.

1.4. This agreement refers to the Policies and Procedures as well as the Compensation Plan. These documents are all a part of the Distributor Agreement. If any conflict arises between the Distributor Terms & Conditions and any provision of the Policies and Procedures, the Distributor Terms & Conditions shall prevail.

**2. APPOINTMENT, TASKS AND STATUS OF THE DISTRIBUTOR:**

2.1. APPOINTMENT a.) The person becomes a Distributor as soon as his/her application is accepted by It Works! management. He/she will be informed by the communication of an ID number. Entrance fees are not required. The Distributor will purchase a website license and Business Builder Kit with forms, information brochures, other material and products needed for building his/her business (Business Builder Kit). It Works! sells this Business Builder Kit at the cost price. b.) The Distributor is entitled to cancel their application within a period of fourteen (14) days of entering into the Distributor Agreement – see clause 8.2 below. No purchase is necessary to become an It Works! Distributor other than the purchase of a Distributor Basic Kit. Distributors also receive an online information kit about It Works! and its products and services.

2.2. TASKS a.) SELLING ACTIVITY: The Distributor provides customers with the items of It Works! product line. The products may be purchased by customers directly from It Works! or the Distributor, in certain circumstances. b.) STRUCTURING WORK: The Distributor will collaborate on the development of an It Works! selling organisation by recruiting new Distributors and by supporting all Distributors belonging to the ‘Line of Responsibility’ developed by him/her by informing, instructing and motivating any such new Distributors in accordance with It Works! company

policies.

2.3. STATUS + STATUS OBLIGATIONS: The Distributor acts as an Independent Contractor and he/she is responsible for his/her Social Security contributions, the VAT-ID-Number, as well as all other duties of an entrepreneur such as business registration.

2.4. BEHAVIOUR TO CONSUMERS: Distributors will refrain from any misleading behaviour about the purpose of their contacts and will terminate any sales presentation if desired by customers. Distributors will identify themselves with their name and that they are It Works! Independent Distributors.

2.5 Distributors in the United Kingdom (England, Scotland, Northern Ireland, and Wales) may only make or agree to make payments to or for the benefit of It Works! to the value of £200.00, including VAT and shipping and handling, and may not utilize the autoship option for orders, during the seven (7) day period after entering into the Distributor Agreement. After these seven (7) days have passed, the Distributor may utilize the autoship option and make purchases at a value of their choice.

### **3. ADVERTISING, SALES PROMOTION AND INTERNET:**

3.1. In the course of his/her contractual activities the Distributor will present him/herself with the job title “It Works! Independent Distributor” and, if applicable, add the title of the functional position he/she has reached. Each other use of the company name and trademark It Works! as well as of all other It Works! trademarks and product names are prohibited for him/her if it does not happen in the context of any It Works! advertising and promotional measures approved by It Works!.

3.2. In the context of both, his/her selling activities and his/her structuring work, the Distributor will make only such statements concerning the It Works! products as well as the It Works! selling system which corresponds to the statements in the official It Works! advertising and promotional materials.

3.3. The installation and commercial use of any internet websites for presentation of It Works! products and/or the It Works! selling system have to meet the quality standards according to the website license. Any such websites may only be created according to It Works! specifications. In particular, it must be ensured that the Distributor’s website is not understood as being an official It Works! website in order to avoid any misunderstandings. The domain address of Distributors may not contain the name “It Works!.”

3.4. The Distributor will not use, sell, distribute, or recommend to the members of the It Works! sales organisation any other materials not issued by It Works! if they deal with the It Works! products or the It Works! distribution system, whether such materials exist in a printed, electronic or another form of reproduction or not. The Distributor will use their own advertising and PR publications in any kind of reproduction (e.g. ads, PR articles, commercials in TV or radio, etc.) only if they correspond to samples provided by It Works! for this purpose or are approved in writing by It Works!.

3.5. The Distributor will make comments concerning It Works!, the It Works! product line and the It Works! selling system in any print or electronic media only with prior written approval of It Works!.

### **4. COMPETITION AND SECRECY:**

4.1. The Distributor is allowed to sell any other merchandise or services if these offers do not compete with the offers of the given It Works! product line. However, the Distributor is not allowed to present or to advertise the other offers together with the products of the It Works! product line in the context of the same selling or advertising measures or events. The Distributor will inform It Works! in writing about such additional selling activities.

4.2. However, for the protection of the selling organisation developed and maintained with the help of the Distributor, the Distributor is prohibited from encouraging any members of this organisation to sell other products

or services, or otherwise to promote such products or services in addition to or instead of their It Works! business activities. This is valid also if the offers in question do not compete with the It Works! offers.

4.3. During as well as after the term of this agreement, the Distributor will keep secret all information at his/her disposal concerning It Works!, any possible other members of the It Works! group, the It Works! product line and selling system if the information is not generally accessible to the public. This obligation includes all data and facts concerning the members of the It Works! selling organisation, whether or not these members belong to the Line of Responsibility (downline) of the Distributor. In addition, the Distributor is not allowed to use the information mentioned for any other purpose than for the benefit of It Works!.

## **5. INCOME, REMUNERATION:**

5.1. For the sale of products to Loyal Customers and commercial procurement and remunerating the work structure the Distributor receives commissions as well as other remunerations which, according to the It Works! Compensation Plan is calculated on the basis of the given selling results of the members of his/her Line of Responsibility. The Distributor will check the statements transmitted without any delay and inform It Works! promptly (latest within 60 days) about possible objections. If a customer of the Distributor's Line of Responsibility returns any products in the context of the execution of a given right of return, It Works! will charge to the Distributor's account the remunerations which the Distributor had received on the basis of the sale of this product, unless the return is as a result of warranty claim provided by applicable law.

5.2. In case of VAT requirement communicating his/her VAT number and presenting a confirmation in writing of the tax office competent for him/her, the Distributor will inform It Works! immediately as soon as he/she becomes VAT registered and will provide It Works! with a valid VAT invoice to the extent necessary. Distributors must also notify It Works! immediately if they become de-registered. It Works! reserves the right to self-bill for such commissions on his/her behalf and the Distributor agrees that they will accept this self-billing arrangement. From this point of time onwards It Works! will account and pay the remunerations due plus the legal VAT rate.

## **6. CANCELLATION OF RETAIL CUSTOMER ORDERS:**

Customers who purchase product via distance selling means are provided with a 14 day cooling off period from the date on which they receive the products. The instructions in respect of how this right may be exercised are contained in the Retail and Loyal Customer Agreement/Terms & Conditions. Even though the products are sold by It Works! directly to the customers, Distributors are also obliged to comply with the provisions of consumer law in their role as It Works! Independent Distributors. If a consumer according to the instruction of his/her right of cancellation, returns any merchandise to his/her Distributor, the Distributor on his/her part is permitted to return the product to It Works! The Distributor in his/her own interest is obliged to make sure that the consumers observe the rules of the instruction on cancellation. It Works! is not obligated to take back any product if it was returned outside the circumstances allowed by the Terms and Conditions of the Retail and/or Loyal Customer Agreements.

## **7. IT WORKS! PRODUCT REFUNDS AND RETURNS POLICY**

All refunds and returns will be subject to the It Works! Refunds and Returns Policy located at <https://static.myitworks.com/legal/pdf/returnspolicy.pdf>.

## **8. TERM AND TERMINATION OF THE AGREEMENT:**

8.1. This agreement is concluded for a period of one year and expires on the anniversary of the date of enrolment by It Works! unless the Distributor pays the annual renewal fee.

8.2. You have the right to cancel this contract within 14 days of entering it without giving any reason and will receive a refund of all paid monies against return of any products, business manuals, kits and training and promotional materials purchased provided the goods remain unsold by you, are in the same conditions as supplied

to you (except their external wrappings may be broken) and are returned to the Company to It Works!, High Standing, Harding Road, Brinklow, Milton Keynes, MK10 0DF, United Kingdom within 21 days of the cancellation.

To exercise the right of cancellation, you must inform us at:

**It Works! Marketing International UC**

45-46 James Place East  
Dublin 2, Ireland

8.3. In addition, each of the contractual parties may terminate this agreement in accordance with the termination provisions set out in the It Works! Policies and Procedures.

8.4. After termination of the agreement, the Distributor has to observe a waiting period of three (3) months before he/she may re-enrol in the It Works! Distributorship program.

8.5. In case of termination under provision 8.3. the Distributor is entitled to return to It Works! any products he/she has purchased within a period of one (1) year prior to such termination and which remain unsold and are in new, resalable condition to receive from It Works! the price which he/she has paid. Any such refund shall be on terms whereby the products not already held by It Works! will be delivered within twenty-one (21) days of such termination at It Works!' expense to It Works!, High Standing, Harding Road, Brinklow, Milton Keynes, MK10 0DF, United Kingdom.

**9. TRANSFER OF THE CONTRACTUAL POSITION, DEATH OF THE DISTRIBUTOR, CHANGE OF THE LINE OF RESPONSIBILITY:**

9.1. It Works! may transfer or assign this Agreement in its sole discretion. In the case that the Distributor does not accept the transfer or assignment, they may provide written notice that they wish to terminate this Agreement. In the event of such notice being provided, the termination will become effective immediately. In the event that It Works! decides to transfer its operations to another company or legal entity, it will seek to transfer (assign) most its Distributor agreements to that other company or legal entity; those Distributor agreements which it decides not to assign to the new company or entity will terminate immediately upon notice being given to the Distributor.

9.2. The Distributor is only allowed to transfer their contractual position with It Works! approval in writing. Such an approval will be given only if It Works! is satisfied that the individual taking over is fit for properly carrying out the tasks and duties which he/she will have to perform according to the kind of position in question, and if he/she is prepared to complete an appropriate training if required by It Works!.

9.3. The contractual relations end with the death of the Distributor. Nevertheless, the Distributorship Agreement may be transferred to a nominated individual by It Works! if the preconditions of provision 9.2 are fulfilled, the person refrains from calling for any compensation and provides the relevant probate documents.

9.4. In case of divorce, It Works! may, in its absolute discretion, agree to transfer the mutually held contractual position to one of the former spouses provided that a legally effective decree of divorce is provided.

9.5. A change of the Line of Responsibility in which the Distributor was integrated according to the sponsor named by him/her in the Application process is not possible.

**10. LIMITATION OF CLAIMS:**

To the fullest extent permitted by law, any claims arising out of or in connection with this Agreement should be notified to It Works! within one (1) year from the point in time at which the Distributor became aware of the circumstance which gave rise to the potential cause of action.

11. The UK-Contract (Rights of Third Parties) Act 1999 is hereby excluded and shall not apply to this Agreement.

**12. CHANGE OF CONTRACTUAL RULES OR INSTRUCTIONS; WRITTEN FORM; VALID LAW AND FORUM:**

12.1. It Works! may amend/update the It Works! Compensation Plan and/or the terms of the Distributorship Agreement (including the provisions of the Policies and Procedures) from time to time in its sole discretion. If this occurs, the Distributor will be notified of the change by the usual communication tools between It Works! and its Distributors. In this notification, the Distributor will be advised of the effective date of the change and that the change or amendment will become effective if, within one month of the date of the notification, the Distributor does not object to the change in writing by recorded delivery mail. In the event that the Distributor objects to the updated terms, the Distributor agreements shall be terminated immediately. Distributors will be given 60 days' notice of any change to any financial obligation of the Distributor.

12.2. The contractual parties agree upon the competence of the courts where the Distributor has his/her main home residence and the applicability of the law at the Distributors home country or territory.

**13. FINAL TERMS:**

13.1. This Agreement (including, for the avoidance of doubt the documents incorporated by reference) represent the entire understanding of the parties with the respect to the subject matter of this Agreement and supersede all proposals, oral or written, all negotiations, conversations or discussions between the parties relating to the subject matter of this Agreement and all past course of dealing or industry custom between the parties.

13.2. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

**DATA PROTECTION:**

The It Works! Distributor agrees that any personal data provided by him/her shall be processed in accordance with the [It Works! Data Protection Notice](#) for the purposes of registering the interested person as an It Works! Distributor, sending him/her any ordered products, sending him/her information on products or services that we believe may be of his/her interest in connection with the It Works! business, managing the payments of commissions, and communicating important information.

Where the Distributor, as part of the fulfilment of its obligations under this Agreement, processes personal data as a data processor on behalf of It Works! acting as a data controller, the Distributor shall do so in accordance with the terms of the Data Protection Addendum attached hereto.

NOTICE: Auto-shipment is an optional program and not required in the EU. However, you may find it an easy and convenient way to ensure your revenues with your customers for It Works! commissions and bonuses.

By and through this Agreement the Distributor acknowledges:

It Works! is the trading name of It Works! Marketing International UC (referred to in the Agreement as "It Works!" or "the Company") which is the promoter of this trading scheme in Europe. The products and services which are supplied under this scheme are skin care products supplied by It Works! and such other related products or services as It Works! may market from time to time (referred to as "the Products" and/or "the Services"). Sales of these Products/Services are made by an It Works! Distributor, who participates in the scheme as explained in the Distributor Terms & Conditions. The only financial obligation to become an It Works! Independent Distributor is the

purchase of a Distributor Basic Kit and website license and all purchases of products for resale are optional. I/we hereby apply to become an It Works! Distributor (in the following "Distributor"). I/we confirm that the information given through the online application process is correct and that I/we are of legal age to enter into this Agreement. My/our signature certifies that I/we have read the Terms and Conditions, the Policies and Procedures (including the Rules and Regulations) and the Compensation Plan (collectively, "the Agreement") before signing the application and that I/we agree that there is no requirement beyond the receipt and acceptance by It Works! of the application and purchase of a Basic Kit/website license to become an It Works! Distributor, and that any purchases of services, product inventory, sales aids, literature, etc. are strictly voluntary. Auto-shipment is an optional program and not required. However, I/we agree that it is an easy and convenient way to ensure that the Distributor has sufficient volume for sales to his/her customers. I/we agree that if I/we choose to sponsor others to participate in the It Works! business opportunity, I/we will not receive any compensation whatsoever for the act of sponsoring or recruiting, and that I/we will be compensated based upon the activities of other Distributors only to the extent of sales of the Products/Services to customers. I agree to the Distributor Terms & Conditions contained herein. Further, I agree to the Policies and Procedures and the Compensation Plan for It Works! Distributors and acknowledge that these form part of the Distributorship Agreement.

**IT IS ILLEGAL FOR A PROMOTER OR A PARTICIPANT IN A TRADING SCHEME TO PERSUADE ANYONE TO MAKE A PAYMENT BY PROMISING BENEFITS FROM GETTING OTHERS TO JOIN A SCHEME.**

**DO NOT BE MISLED BY CLAIMS THAT HIGH EARNINGS ARE EASILY ACHIEVED.**

If you enter into this contract you have 14 days in which to cancel and get your money back.

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It Works! Independent Distributor

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It Works! Marketing International UC  
Commercial Registry in Ireland #535880  
VAT ID #3263610DH

**Customer Support Number:**

**United Kingdom: 0800 098 8925**

FEBRUARY 2019



It Works! is a member of the Direct Selling Association of the UK and requires its Distributors to comply with the codes of the DSA.

## Data Processing Addendum

### 1. Definitions

In this Addendum the following expressions shall, unless the context otherwise requires, have the meanings given below:

**"Data Protection Legislation"** means all laws relating to the processing of Personal Data, privacy and security including, without limitation, the General Data Protection Regulation (EU) 2016/679 ("GDPR") and, where the context so requires, equivalent or replacement legislation of any applicable jurisdiction, delegated legislation of other national data protection legislation, and any pertinent requirements of and guidance by any competent Supervisory Authority;

**"Distributor Agreement"** the It Works! Independent Distribution Agreement;

**"Processing"** has the meaning given in the Data Protection Legislation. The terms "Process", "Processing" and "Processed" in this Addendum shall have a corresponding meaning;

**"Supervisory Authority"** means the Data Protection Commissioner and, where context so requires, any other applicable data protection regulator in any European Union jurisdiction and any bodies which may succeed or replace such bodies from time to time;

The terms **"Personal Data"**, **"Controller"**, **"Processor"**, **"Process"** (including **"Processing and Processed"**), **"Personal Data Breach"**, **"Data Subject"**, **"Data Protection Impact Assessment"** shall have the meanings given to such terms in the GDPR;

**"It Works! Personal Data"** means any and all Personal Data that is supplied or otherwise made available by It Works! to the Distributor or collected or generated by the Distributor on behalf of It Works! under this Addendum.

### 2. Scope and Purposes of this Addendum

2.1 The Processing of Personal Data pursuant to the Distributor Agreement (**"Distributor Services"**) shall take place within the framework of this Addendum and only to the extent that It Works! has instructed the Distributor to do so pursuant to this Addendum.

2.2 The subject matter, the nature and purpose of the processing of It Works! Personal Data and the duration of processing of It Works! Personal Data are determined by and in the Distributor Agreement. The Distributor will not process It Works! Personal Data in a way that is incompatible with this Addendum.

2.3 For any Personal Data Processed by the Distributor in connection with the Distributor Services, the Parties acknowledge that It Works! shall be the Controller and Distributor shall be the Processor.

### 3. Obligations of Distributor

As the performance of the Distributor Services involves the Processing of It Works! Personal Data, the Distributor agrees and warrants that he/she:

3.1 shall only process It Works! Personal Data in accordance with the instructions of It Works!, or as otherwise notified by It Works! to the Distributor from time to time;

3.2 complies and will comply with his/her obligations as a Processor under the Data Protection Legislation and in respect of It Works! Personal Data under this Addendum, and will not do, or permit anything to be done, which might cause It Works! to be in breach of the Data Protection Legislation;

3.3 It Works! Personal Data are confidential in nature and the Distributor shall, unless otherwise directed in writing by It Works!:

3.3.1 process It Works! Personal Data on behalf of It Works! exclusively for the performance of the



Distributor Services pursuant to the Distributor Agreement and the provisions of this Addendum but for no other purposes whatsoever;

- 3.3.2 ensure that each of its employees, agents and/or temporary contractors engaged in processing Personal Data will be under appropriate confidentiality obligations in respect of the Processing of the It Works! Personal Data;
- 3.3.3 ensure that the processing of It Works! Personal Data takes place exclusively in the European Economic Area ("EEA") unless such processing is carried out by It Works! or is done with the prior written and explicit consent of It Works! (in each case) and then only in a manner which is compliant with Data Protection Legislation applicable to It Works!; and
- 3.3.4 assist It Works! as reasonably required in a timely manner to comply with its data protection obligations.

3.4 The Distributor shall:

- 3.4.1 promptly notify and assist It Works! in relation to any legally binding request for disclosure of It Works! Personal Data or any request to exercise Data Subject rights;
- 3.4.2 maintain written records of It Works! Personal Data processed by him/her; and
- 3.4.3 provide reasonable assistance to It Works! with any Data Protection Impact Assessments which are required under the GDPR including any prior consultations to any Supervisory Authority of It Works!.

4. Obligations and Rights of It Works!

- 4.1 It Works! agrees that it will comply with its obligations as a Controller under the Data Protection Legislation.
- 4.2 It Works! may carry out an audit or inspection in relation to the Processing of the Personal Data by the Distributor to satisfy itself that the Distributor is complying with the Data Protection Legislation in respect of the Distributor Services and its compliance under this Addendum.

5. Security, Technical and Organisational Measures

- 5.1 The Distributor shall immediately (but in any event within 24 hours of becoming aware of it) notify It Works! if any Personal Data is lost, is disclosed without authorisation, becomes corrupted, is damaged or is deleted accidentally, or if the Distributor reasonably suspects that any of the same has occurred.
- 5.2 The Distributor agrees that he/she shall, having regard to the state of the art and the costs of implementation and the nature, scope context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, implement appropriate security, technical and organisational measures to ensure a level of security appropriate to the then current risk to It Works! Personal Data.

6. Sub-Processing

- 6.1 The Distributor shall not subcontract its Processing obligations performed on behalf of It Works! under this Addendum to a sub-processor without the prior written consent of It Works!.
- 6.2 At the choice of It Works! immediately delete or return It Works! Personal Data at the end of the provision of the Distributor Services relating to processing unless and only to the extent that national or European Union Law requires the retention of any It Works! Personal Data by Distributor and then only for that limited purpose.