



VIVAMK DISTRIBUTOR AGREEMENT

IMPORTANT AND STATUTORY INFORMATION

1. The promoter of the VivaMK opportunity is VIVAMK Limited of Irish Square, Upper Denbigh Road, St Asaph, Denbighshire, United Kingdom, LL17 0RN
2. If you are accepted into the VivaMK opportunity you will act as an Independent Distributor for VivaMK "Life just gets better" distributing essential products for the home, garden and for personal use.
3. The terms and conditions applicable to your VivaMK Distributorship, including your financial obligations, are set out or referred to in the Distributor Terms & Conditions and in the VivaMK Business Manual.
4. The information provided by you and third parties in connection with this application will be used for the purposes of evaluating your application. If you become a VivaMK Distributor, we will use information about you and your activities as a distributor ("Your Information") to manage the relationship between you and VivaMK and may disclose it to your Upline (as defined under definitions). VivaMK may share Your Information within the associated group companies and other selected organisations, (including those fulfilling orders, carrying out surveys, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analysing data, providing marketing assistance, processing credit card payments and credit reference checking and providing customer service), successors in title and, if required, to the authorities. When you advance through the VivaMK business, your information may be disclosed publicly for the purpose of publicising the VivaMK business opportunity and your status within it.
5. By signing this agreement you confirm to VivaMK that you are 18 years or older; The information given by you in applying to enter into this Agreement is correct; You consent to VivaMK processing your information (including any information regarding the Sex Offenders Register); You have read the terms and conditions of the distributor agreement in full.
6. 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.
7. VivaMK and the associated group companies may use your personal data for marketing purposes, to keep you informed about the products and services offered by VivaMK and the associated group companies that they consider may be of interest to you. VivaMK may also pass your details on to its preferred suppliers and to other carefully selected third party organisations so that they may contact you themselves with offers of goods and services that you might be interested in. If you do not wish VivaMK to use your personal data for the above purposes please notify us via email: distributorservices@vivamk.com
8. VivaMK may from time to time provide you with the personal data of individuals who have expressed an interest in becoming a VivaMK Distributor. This information must be kept confidential and must be treated in accordance with General Data Protection Regulation (GDPR) act. Please note that VivaMK does not verify this data and therefore cannot give any guarantee or warranty as to the accuracy or completeness of the information or of the suitability of the individual. You must only use this data for the purposes of contacting the individual about the VivaMK opportunity and where the individual is recruited into the network, for the purposes of operating your VivaMK business. You must not make any use of the data for any other purpose and all use must cease immediately on the termination of your Distributorship Agreement.
9. Whilst we appreciate that you will wish to take every opportunity to grow your VivaMK business, there are some important legal requirements that you must adhere to in the promotion and operation of your business. Please ensure that you adhere to these.



TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In this Agreement:-

"Identification Number" means the unique number allocated to your Distributorship by VivaMK;

"Active Distributor" means a Distributor who, on the date in question, must have been invoiced for a product and/or Business Aids, within the last 60 days.

"Inactive Distributor" means a distributor who, on the date in questions, has not been invoiced for a product and/or Business Aids, within the last 60 – 90 days.

"Business Starter Kit" is the name of the kit chosen at registration which new Distributors must purchase from VivaMK to become a VivaMK distributor;

"Business Manual" means the manual of that name issued by VivaMK to its Distributors detailing further policies and procedures to support the distributor terms and conditions.;

"Customs" means the Commissioners of Customs and Excise;

"General Data Protection Regulation" (GDPR) means The Data Protection Act 2018 and how your personal information is used by organisations, businesses or the government.

"Distributor" means an individual or individual(s) registered as an independent distributor by VivaMK;

"Distributorship" means the relationship between a Distributor and VivaMK governed by the Distributorship Agreement;

"Distributorship Agreement" and "this Agreement" means these Terms and Conditions, that include the Important Statutory Information and the Business Manual, in each case as varied by VivaMK from time to time;

"Upline" means, in relation to a Distributor, any Distributor(s) who sponsored them, either directly or through one or more intermediate Distributors; and "You" and related expressions means the applicant(s) named on this Agreement;

"Downline" means, in relation to a Distributor, any Distributor(s) sponsored by him, either directly or through one or more intermediate Distributors;

"Information" means any and all data and information obtained from VivaMK in connection with your Distributorship Agreement, whether oral, written, graphic, electronic or in any other format and including, without limit, specifications, reports, test results, formulations, formulae, technical information, instructions, designs, blueprints, drawings, statistics, personal data of existing and perspective VivaMK distributors and know how, and data and information about VivaMK's finances, operations, processes, products, services, customers, suppliers, personnel, distributors, contractors and business plans or any other aspects of VivaMK's business operations.

"VivaMK" means VivaMK Limited of Irish Square, Upper Denbigh Road, St Asaph, Denbighshire, United Kingdom, LL17 0RN

"Products" means goods supplied by VivaMK and services means non-goods provided to Distributors from time to time under this Agreement;



“Registration Fee” means the fee which is payable (if appropriate) to become a Distributor and includes the cost of the Business Starter Kit;

“Sales Period” means the time period allocated, as stated in VivaMK Pay Plan, for sales to be achieved and count towards the pay plan.

“Pay Plan” means the system of rewards payable to Distributors set out in the Business Manual, as varied by VivaMK from time to time;

“Website” means any VivaMK website such as www.VivaMK.com, or any other website owned by VivaMK Limited.

1.2 Words indicating the singular include the plural and vice versa and words indicating the masculine include the feminine and neuter and vice versa.

1.3 These Terms and Conditions will prevail in the event of any inconsistency with the terms of the Business Manual.

2 TERMS OF THIS AGREEMENT AND REGISTRATION

2.1 This Agreement will come into force when VivaMK notifies you either in writing or by electronic means (email) that you have been registered as a Distributor. You shall be deemed to have accepted these terms and conditions by ticking the acceptance box on the online registration form.

2.2 VivaMK reserves the right to reject applications to become a Distributor. VivaMK will inform you in writing or by electronic means (email) if your application is rejected and you must then return the Business Starter Kit to VivaMK and VivaMK will reimburse the Registration Fee to the credit/debit card holder who made the original registration fee payment.

2.3 VivaMK reserves the right to issue a revised copy of the Distributor Terms and Conditions and or Business Manual to reflect any changes to the VivaMK business from time to time. Any changes will be highlighted to all VivaMK distributors and all distributorships will be required to electronically sign the new version of the terms and conditions before placing their next order after the amendment has been issued. Refer to Section 11 Variations.

3 DISTRIBUTOR STATUS

3.1 As an independent Distributor, you will run your own business through the distribution of VivaMK Products. Buying from VivaMK and reselling these to your customers on your own VivaMK distributor account.

3.2 You are not and you must not claim or hold yourself out to be an agent, partner or employee of VivaMK or in a joint venture with VivaMK. You have no authority to negotiate or conclude contracts on VivaMK’s behalf or otherwise to bind VivaMK and you shall not hold yourself out as having such authority. You must not make promises or give commitments or guarantees as to the supply or performance of any Product, except as expressly stated in VivaMK’s literature.

3.3 Your only financial obligations under this agreement is to pay the Business Starter Kit fee and to pay for any such products and services as you shall choose to purchase from the Company within the terms as detailed in section 5 Trading Policy and Payment Procedures. If you have not been invoiced for a product and/or a Business Aids within 60 days, your status will become Inactive. You may return to Active Status by being invoiced for either products and/or a Business Aids within 30 days of going inactive. If you do not re-activate your account within this time your Distributorship Agreement will automatically be terminated. After termination due to inactivity, if you wish to re-join VivaMK then you will need to join an a new distributor with a new identification number and repay any necessary registration fee.



3.4 Distributorships can be registered in the name of a single individual or in the names of no more than two individuals as a joint distributorship. A company cannot become a Distributor.

3.5 Multiple Distributorship's may be registered at the same residential address but no individual may be party to more than one Distributorship Agreement. Only one distributorship per residential address will be eligible for a credit limit. Any additional accounts registered to the same address will automatically be moved to a Cash With Order account.

3.6. Any person joining VivaMK will be asked to provide two forms of identification to activate their account. This must include one form of photo identification for personal identity and one form of address verification.

3.7 The parties to this Agreement can only be changed in accordance with the Transfer Rights of VivaMK Distributors as set out in the Business Manual and at VivaMK's discretion.

4 RETAILING

4.1 You may only begin retailing VivaMK Products once your online registration has been accepted and your ID verification checks have been acknowledged by VivaMK.

4.2 You must retail the Products strictly in accordance with the Business Manual and as an independent VivaMK distributor.

4.3 Only registered Distributors may offer VivaMK Products for sale. You must not permit any person other than your joint Distributor to distribute or collect VivaMK catalogues or Products or collect orders or payments for Products.

4.4 You must order and pay for Products in accordance with section 5 Trading Policy and Payment Procedures. VivaMK reserves the right to reject any order for Products from you.

4.5 For catalogue sales at the doorstep, you must take full payment from customers when the Products are delivered to them unless otherwise approved by VivaMK in support of other sales initiatives. You must not offer credit to customers.

4.6 You must not add anything to, remove anything from, alter or otherwise interfere in any way with the Products or their packaging unless instructed to do so by VivaMK.

4.7 VivaMK guarantees its Products solely on the terms of its literature.

4.8 The delivery timeline displayed at time of ordering products is not guaranteed and VivaMK is not liable for any loss if delivery is delayed for any reason.

4.9 The passing of orders between Distributors and Distributorships is strictly prohibited and if proven could result in the termination of your distributorship.

4.10 The Products/goods are held by you at your own risk from the time they are delivered to you. If you provide any 'leave safe' instructions (thus requiring no proof of delivery signature) as an alternative delivery option, you will still be held responsible for the full value of goods from the time they are delivered to you.

4.11 VivaMK recognises that there are occasions when distributors may find it necessary to return product(s) to VivaMK for reasons beyond their control and to do this they should adhere to the returns process and procedure as detailed in the Business Manual. You must not abuse the returns process to either benefit financially, to progress up the Pay Plan, as set out in the business manual, or to qualify for an incentive qualification defined by submitting false or manufactured orders to then be returned. VivaMK may use the network average returns for any given Sales Period as a bench mark guide to evaluate any excessive returns volume. If VivaMK reasonably



considers that the returns process has been abused it may at its absolute discretion terminate the Distributor Agreement. All VivaMK returns must be sent to the address stated within the returns policy as detailed in the Business Manual.

5. TRADING POLICY AND PAYMENT PROCEDURES

5.1 All VivaMK trading accounts are operated either with either a Trading Facility or as Cash With Order.

5.2 If you choose the Trading Facility option, you are making a declaration that any Trading Facility provided to you under this agreement will be used solely for the purposes of carrying out business as a VivaMK Distributor.

5.3 "Due Date" means the date an invoice is due for payment. The Due Date will be clearly displayed on the invoice.

5.4 "Invoice" is the document listing all the products and services that were ordered and despatched and each invoice shows the amount that must be paid in full to VivaMK.

5.5 Any late payment of any invoice will result in your account being non-compliant and will be placed on Hold until payment has been received in full. Late payments of an invoice will be subject to statutory interest. Statutory interest on late payments is charged at 8% above Bank of England Base Rate.

5.6 If any method you use to make payment is not honoured or, if we terminate your agreement because of late payments or your account is transferred for debt collection, we may take legal proceedings to recover the amount due under this agreement and VivaMK reserves the right to charge any debt recovery costs.

5.7 "Title" in the products shall not pass to you from VivaMK until VivaMK has received the payment in respect of the products in full and cleared funds.

5.8 "Invoices" are due for payment 14 days from date of Statement.

5.9 Delivery will be charged at the rate displayed at time of ordering. By placing the order you are agreeing to pay the delivery fee.

6. SPONSORING

6.1 Only registered VivaMK Distributors may sponsor individuals to be Distributors. You may only sponsor individuals living in the United Kingdom or the Republic of Ireland or such other countries as VivaMK may permit from time to time.

6.2 You must ensure that any applicant to be a distributor has fully completed the registration process and has made the appropriate payment, if applicable, for a Business Starter Kit.

6.3 To register on line the applicant must have an email address and a valid credit or debit card and be over the age of 18 years.

6.4 You must not make promises or representations of any type to applicants about the VivaMK programme other than as set out in authorised and approved VivaMK's literature.

6.5 VivaMK reserves the right to refuse to register applicants sponsored by you at its sole discretion. Only on receipt of payment to VivaMK by the applicant can the application be registered.



6.6 You must assist your Downline with training, support and motivation. You must also assist VivaMK in connection with any non-compliance actions relating to your Downline, including but not limited to providing documentation and any other information which VivaMK may request.

7 PAYMENTS TO DISTRIBUTORS

7.1 The rewards payable by VivaMK to Distributors are set out in the Pay Plan as detailed in the business manual.

7.2 Only Active Distributors who are not in breach of their Distributorship are eligible for payments and rewards from VivaMK.

7.3 You are only entitled to payments from VivaMK in respect of sales made by you or by your Downline Distributors as set out in the Pay Plan.

7.4 You are not entitled to payments in respect of sales concluded after termination of your Distributorship Agreement.

7.5 You will only be entitled to payments in respect of sales concluded in any given full period prior to termination of this Agreement.

7.6 Subject to your right to return products and recover monies on termination, all unpaid amounts for Products purchased by you will become due immediately on termination of this Agreement.

7.7 If you fail to pay any amount to VivaMK on the due date, VivaMK may deduct that amount from any money due from VivaMK to you.

7.8 VivaMK reserves the right to recover any payments which arise as a result of the actions of Downline Distributors who are terminated as a result of non-payments, bad debts, fraudulent or other illegal activity where this is caused by the failure of the Upline to show appropriate diligence or care.

7.9 VivaMK reserves the right to recoup any overpayment which results from any act, error or omission by the company or any employee on its behalf. Any such overpayment maybe deducted from the next pay period immediately following the overpayment having come to the attention of VivaMK or upon such terms and conditions as maybe agreed between VivaMK and the Distributor.

8 ADVERTISING

8.1 You may not use the VivaMK name or logo or any of its trademarks, product or trade names or designs other than as authorised by VivaMK from time to time or as specified in the Business Manual.

8.2 All advertising by Distributors must comply with the requirements of the VivaMK Advertising Code and Social Media Policy as set out in the Business Manual.

8.3 If VivaMK so requires you shall promptly remove any advertising material that VivaMK specifies, including material on the Internet or other electronic media, regardless of whether such material has previously been approved by VivaMK.

8.4 If VivaMK allows you to share your views at VivaMK conferences or meetings or in VivaMK tape or video recordings or contribute written material to promote the VivaMK programme you:-

(a) will participate without fee for your services or entitlement to royalties in respect of sales of the recordings;



(b) will ensure that your spoken or written contributions are truthful and not misleading and do not infringe the rights of any third party;

(c) hereby assign to VivaMK with full title guarantee the copyright and all similar rights in your contributions including all amendments to the same; and

(d) irrevocably waive any right to be identified as the author of your contributions or to object to derogatory treatment of them.

8.5 All intellectual property rights and similar rights in the VivaMK material supplied to you or obtained by you shall vest in and shall remain the property of VivaMK. Other than the right to use such material in accordance with Your Distributorship Agreement you shall not acquire any right, title or interest in the material (or any intellectual property rights therein). All rights to use the material shall cease immediately on termination of Your Distributorship Agreement.

9 RESTRICTIONS

9.1 You must not whilst you are a Distributor and for a period of 90 days thereafter;

(a) use the VivaMK name or your VivaMK business as a means to promote or offer for sample or sale goods or services other than VivaMK Products, VivaMK Services; or

(b) do or permit anything which is likely in the reasonable opinion of VivaMK to bring VivaMK or its associated group companies its Products, or those of its associated Group Companies or Distributors into disrepute; or

(c) divulge or misuse any information obtained from VivaMK or other Distributors (in whatever form and whether or not the information is marked or stated to be confidential) including but not limited to information regarding the identity of your Downline or other Distributors or prospective Distributors, except where such information has become public knowledge other than through your default.

10 INDEMNITIES

10.1 You will indemnify VivaMK upon demand and keep it indemnified and hold it harmless against any loss, liability, damages, claims, costs and expenses arising from:-

(a) any breach of this Distributorship Agreement or other unauthorised act or omission by you or by any person engaged by you (in breach of this Agreement) in connection with your Distributorship; and

(b) any demand from or liability to the Inland Revenue, Customs or other competent authorities in connection with your VivaMK business.

11 VARIATIONS

11.1 You acknowledge that the VivaMK opportunity is constantly evolving and that VivaMK may for commercial reasons vary its Products, Product prices and the terms of this Distributorship Agreement from time to time at its sole discretion, including without limitation the Business Manual and the Pay Plan.

11.2 VivaMK will give you not less than seven days written notice of such variations, unless they relate to your financial obligations, in which case VivaMK will give you not less than thirty days written notice.

12 EARLY TERMINATION



12.1 Cancellation Rights: You have the right, within 14 days of making it, to cancel this agreement (and to recover any monies paid) by giving written notice to the Company at the address stated in Clause 1 above.

12.2 This Agreement will terminate automatically if you remain inactive for more than 8 weeks.

12.3 You may terminate this Agreement immediately at any time without penalty by giving fourteen days written notice of termination to VivaMK at VivaMK's address stated in Clause 1 above.

12.4 VivaMK may suspend or terminate this Agreement immediately at any time by giving you 7 days written notice. Upon termination of this agreement, any outstanding balance owed is payable by you immediately of your notification of termination of this agreement.

12.5 Without prejudice to the generality clause of 12.4 VivaMK may at its sole discretion, terminate this agreement immediately at any time by giving you written notice if

(a) you commit any material or persistent breach of this Agreement; or

(b) you breach any term of this Agreement and (if VivaMK reasonably believes that the breach is capable of remedy) you fail to remedy the breach within seven days after the date of a written request from VivaMK to do so; or

(c) you become bankrupt or you make any composition with your creditors or are subject to any similar event of insolvency in any competent jurisdiction; or

(d) you supply false information whilst an registering or being an active Distributor.

(e) All distributors are required and expected to behave in a professional and courteous manner at all times to all customers, all other distributors and to all employees of VivaMK Limited and any other persons or companies that are associated with any other part of the group of companies that VivaMK Limited is part of.

(f) You must not interfere with any other distributor's business in any way, whether retailing, sponsoring, advertising, marketing, use of social media (this list is non- exhaustive) in any form whatsoever.

(g) You must not use any social media platform or any other kind of communication vehicle, be it in an open forum or secret forum and, either under your own name or under the guise of any other name that is associated with you, to make any threatening, defamatory remarks or, which contain any language that is offensive or of threatening intent, indecent or obscene, against any other distributor or employee of VivaMK Limited and any other persons or companies that are associated with any other part of the group of companies that VivaMK Limited is part of. Such behaviour is totally unacceptable and will not be tolerated in any form whatsoever.

(h) You must not use any public social media platform or any other kind of communication vehicle, be it in an open forum or secret forum and, either under your own name or under the guise of any other name that is associated with you, to make any derogatory or defamatory remarks about VivaMK Limited or any company that is associated with any other part of the group of companies that VivaMK Limited is part of.

12.6 In all cases termination shall be at VivaMK's sole discretion. VivaMK is entitled at its sole discretion to take into account any past behaviour, performance, previous breaches, commitment to the VivaMK opportunity and any other factors which acting reasonably it considers to be relevant to your Distributorship and the potential termination of the same.

13 CONSEQUENCES OF TERMINATION

13.1 On termination of this Agreement you will be released from all future contractual obligations under it.



13.2 If you give notice to cancel within fourteen days of entering into this Agreement, VivaMK will reimburse the Business Starter Kit Fee or the re-registration fee (as appropriate) at the price paid by you (if payment is made by either credit or debit card then the refund is made to the card holder that made the payment) and for any additional Products which you have not sold, provided you return the Business Starter Kit and the additional products at your own expense and within 14 days of the cancellation to VivaMK's address as stated in Clause 4.12 above and, the Products are returned in the same condition they were in when you bought them, whether or not their external wrappings have been broken.

13.3 Additional Products which you have purchased from VivaMK within this thirty day period will have been invoiced to you. The portion(s) of any such invoice(s) for Additional Products which you have either already sold or used and as such are not returning to VivaMK, is payable by you within seven days of your notification of termination of this agreement.

13.4 If you give notice to terminate this Agreement more than fourteen days after entering into it or if VivaMK terminates this Agreement at any time, VivaMK will, at your request, buy back any Products, (excluding any Business Aids and personalised products) which you have bought from VivaMK during the period of twelve months before the date of termination and which you have not sold, subject to the following terms:

(a) VivaMK will pay you for the returned Products (excluding any Business Aids and personalised products) at the price you paid for them (including VAT) and, only where this Agreement is terminated by VivaMK, any reasonable costs incurred by you in returning the Products;

(b) VivaMK may deduct from the price paid to you an amount equal to any reduction in the value of the Products if their condition has deteriorated due to your default;

(c) Where this Agreement is terminated by you, VivaMK may deduct from the price reimbursed to you a reasonable handling charge of 10% of the retail value of the Products returned;

(d) VivaMK will pay you for the Products as soon as is reasonably possible after they are delivered to VivaMK or, if VivaMK already holds them, as soon as reasonably possible after receipt of your notice to terminate and;

(e) You must return the Products at your own expense and within twenty-one days of the date of termination to VivaMK's address stated in Clause 1 above or to any other address notified to you by VivaMK.

13.5 Nothing in this Agreement entitles you to any damages, compensation or indemnity following termination or non-renewal of this Agreement in accordance with its terms.

13.6 Termination of this Agreement shall not affect any rights or liabilities of either party which have arisen on or before the date of termination nor any terms of this Agreement which are expressed or intended to remain in force after termination.

13.7 On termination of this Agreement you shall return to VivaMK all Information or destroy such Information where VivaMK instructs you to do so.

14 COMPLIANCE

14.1 You must comply with all laws and regulations relating to your business with VivaMK and in particular must make appropriate returns and notifications and where applicable pay all taxes, (including income tax, national insurance contributions and Value Added Tax) directly to the appropriate authorities.

14.2 At your request, VivaMK will supply you with any relevant information held by it relating to your business as may be demanded by the Inland Revenue, Customs or other authorities.



14.3 Distributors acknowledge that they may from time to time be deemed by Customs to be importers of record, and that VivaMK may in those circumstances act on the relevant Distributor's behalf to comply with the necessary formalities.

14.4 You shall promptly provide to VivaMK such information as VivaMK may reasonably request in order to comply with any law including the Proceeds of Crime Act 2002 and associated money laundering legislation and/or any request made by law enforcement organisation, regulatory body and/or any government or quasi government organisation.

15 SANCTIONS

15.1 VivaMK may at its sole discretion, by giving you written notice impose sanctions on you if VivaMK reasonably believes that you have breached this Agreement.

15.2 Sanctions may include without limitation the withholding of payments due to you, refusal by VivaMK to accept orders or supply Products to you or register applicants sponsored by you and the suspension of your Distributorship.

16 CONFIDENTIALITY

16.1 You shall use the Information solely for the purpose of carrying out your VivaMK business in accordance with the terms of your Distributorship Agreement and shall keep it confidential and shall not divulge it to any third party. At any time upon VivaMK's written request you shall return or destroy all of the Information together with all copies, notes and extracts thereof.

16.2 The terms of your Distributorship Agreement and all discussions related or connected to your Distributorship Agreement (including any termination and the reasons for such termination) shall at all times be treated by you as strictly confidential. You shall not disclose such information to any third party including by making any reference on any website.

16.3 All of your obligations of confidentiality set out in this clause 15 and elsewhere in your Distributorship Agreement shall remain in place indefinitely and as such shall continue to be binding on you indefinitely following the termination or expiration of your Distributorship Agreement.

17 GENERAL

17.1 Your Distributorship is personal to those named on the agreement and you may not assign, transfer, sub-contract, delegate or otherwise deal with your rights or obligations under this Agreement other than in accordance with the Transfer Rights of VivaMK Distributors set out in the Business Manual.

17.2 In a joint Distributorship each individual is jointly and severally liable for all the Distributor's obligations under this Agreement and VivaMK may enforce those obligations against either or both individuals and release or settle with either individual without affecting the liability of the other individual.

17.3 Each individual in a joint Distributorship hereby authorises the other to communicate with VivaMK and place orders on behalf of both. Communications sent by VivaMK to either joint Distributor shall be binding on both joint Distributors. If VivaMK becomes aware of any dispute between joint Distributors, it may withhold payments to either individual until it receives written instructions to resume payments signed by both individuals.

17.4 Any notice to be given by either party under this Agreement must be in writing and must be delivered personally or sent by first class post, facsimile or electronically by email. Notices sent by post will be deemed given four working days after posting unless the letter is returned undelivered. Notices delivered personally will



be deemed given on receipt. Notices sent by facsimile or email will be deemed given at the time of transmission provided a satisfactory transmission report is obtained and/or with an acknowledgment or receipt.

17.5 If any term of this Agreement is found to be invalid or unenforceable, that will not affect the other terms of this Agreement, which will remain in full force and effect.

17.6 There is no intention in this Agreement to create any right or benefit enforceable by any person, firm or company not a party to this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

17.7 No acceptance of payment or failure or delay by VivaMK in exercising its rights or enforcing your obligations under this Agreement will operate as a waiver unless confirmed in writing by VivaMK. No waiver of any right or obligation by VivaMK will prevent VivaMK from enforcing that right or obligation on subsequent occasions or from enforcing separate rights and obligations.

17.8 This Agreement consisting of these Terms and Conditions, the Important Statutory Information and the Business Manual constitutes the entire agreement between the parties and supersedes any previous written or oral agreement or understanding between them. You confirm that you have not relied on any representation or undertakings except those expressly contained in this Agreement, save that this clause shall not limit any liability for fraud.

17.9 No variation of this Agreement will be binding unless made in writing and signed by an authorised representative of VivaMK.

17.10 This Agreement is governed by English law the parties hereby accept the jurisdiction of the English courts, such that any proceedings brought by You shall be brought in the English courts but provided that nothing in this agreement shall prevent VivaMK from taking proceedings against You in any court of competent jurisdiction.