



44 Hubbell Lane | Shelton, CT 06484

Phone: 203.513.2691 | Email: distributors@ctcoconut.com

Independent Distributor Application

In order to process your Application as quickly and efficiently as possible, you must Provide all requested information. **Page 4 requires your signature.**

Owner's Name: _____
(Must be the name of business owner)

Business Name: _____
(Must be the name that your account will be opened under)

Mailing Address: _____
Street City State/Province Zip

Shipping Address: _____
Street City

State/Province Zip Country

Business Phone: (____) _____ **Business Fax:** (____) _____

Business Email Address: _____

Type of Business: Sole Proprietorship Partnership Corporation – State: _____

Business Description: _____

Federal Tax ID Number/EIN: _____

Years in Business: _____ **How did you hear about us?** _____

Product line(s) and packaging you are interested in: _____



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Independent Distributor Agreement

1. DISTRIBUTOR'S REQUIREMENTS: To become an Independent Distributor (I.D.) you must be of legal age in the State/Province or country in which you reside in, have a valid Social Security, or Business Number for your country of residence; read the Policies & Procedures as well as the terms and conditions, sign a CCC Application form that has been duly completed and transmitted to CCC, thus agreeing with the terms of the Agreement. CCC must receive this Agreement in legible format.

For corporations registering as an I.D., a Business Number along with a stamped copy of their registration shall be included on their application. CCC reserves the right to reject any person or corporation as an I.D.

2. INDEPENDENT DISTRIBUTOR TAXES AND GOVERNMENT REGULATIONS: Distributors are independent contractors of CCC and are not employees, agents or franchisers. Distributors are solely responsible for declaration and payment of all taxes, federal, provincial and local level. Neither CCC nor its I.D.s will give advice on any tax matters. The I.D.s will bear the expense to execute and file all such reports and obtain such licenses as are required by law or public authority, with respect to his or her CCC business. I.D.s acknowledges that no governmental or other authorities ever review, endorse or grant approval of any product, membership or compensation plan of any marketing company or organization.

3. REPRESENTATIONS BY I.D.s: The agreement between CCC and its I.D.s does not create any employer/employee relationship, agency partnership or joint venture between CCC and the I.D.s. I.D.s must not represent themselves in any way, orally or in writing, as being an agent or employee of the company. Each I.D. shall hold CCC harmless for any claims, damages or liabilities arising out of the I.D.s own business practice. CCC will take aggressive action to insure that I.D.s who violates this policy will be terminated and reported to the proper authorities. CCC does not accept collect telephone calls. The I.D.s may not use the company name on any written forms or documents (e.g. stationary, bank accounts and business signs) without stating "Independent Distributor" and having prior approval of the company.

4. PRODUCT AND INCOME CLAIMS: CCC I.D.s agree to make no false or fraudulent representations about the company, its products, its services, the compensation plan or earnings potential, which are not supported by facts, contained in official company literature. This will be strictly enforced, violators will have their distributorship suspended and or revoked immediately.

5. CONSENT AS AN I.D.: I consent to the use, transfer, collection and disclosure of my personal information for the following purposes:

- (i) I consent to my name/business and occupation to be published in any of CCC's marketing or promotional materials;
- (ii) for reasons related to the processing of my application to become an I.D. and all administration related to communication pertinent to any and all products and services offered by CCC and its affiliates.

6. CORRECTION OF INFORMATION: I acknowledge that I have the right to access and correct my personal and business information contained in my file that may be out of date, incorrect or obsolete by writing: Connecticut Coconut Company, 44 Hubbell Lane, Shelton, CT 06484

7. I.D CHANGE OF ADDRESS: I.D.s must report any change of address by sending written notice to the CCC office.

8. TRANSFERS OF DISTRIBUTORSHIP RIGHTS: CCC prohibits the transferring of this agreement from one business to another. The only way that an I.D. will be allowed to transfer distributorship rights is by written resignation to CCC, at which time the I.D. may rejoin in six (6) months under a new I.D application

10. DEATH OF DISTRIBUTORS: Upon the death of an I.D. his/her rights to commissions and marketing position, together with the I.D.'s membership duties and responsibilities, shall pass to the successors in interest upon written notice to CCC. The successor I.D.s shall be required to execute a new CCC application.

11. INDEPENDENT DISTRIBUTORS ETHICS: CCC will not permit activity that is obviously unethical or unprofessional. Even though the line between aggressive professional marketing efforts and unethical behavior and harassment can be vague, CCC will intercede when such behavior is evident and reserves the right to use its sole



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judgment in deciding whether certain Independent Distributor activities are inappropriate and if determined to so, to act accordingly.

12. PAYMENT TERMS: Payment of the Purchase is due and payable as set forth on the invoice. Any amounts unpaid and past due will be subject to a service charge on the unpaid balance at an interest rate equal to the lesser of 12% per annual or the maximum allowable interest rate under applicable law. The I.D. shall be responsible and liable for all expenses incurred by CCC in collection, including reasonable attorney's fees.

12. REFUND POLICY: In the case that the I.D. receives CCC goods in bad condition due to shipping, merchandise will be replaced at no cost. Notice of damaged shipments must be given to CCC within 24 hour of receipt to qualify for replacement.

13. DELIVERY DATES: All delivery dates are approximate and CCC shall not be responsible for damages of any kind resulting from any delay. CCC shall not be liable for any default or delay if caused, directly or indirectly, by the elements, accidents, any governmental action, prohibition or regulation, shortage or inability to obtain or non-arrival or defect of any labor, material, ingredient or product used in the Product, failure of any party or Third Party to perform, or from any other cause whatever beyond the Seller's control, that is, a "Force Majeure Condition" (e.g. acts of God, natural disasters, war, etc.). If a Force Majeure Condition interferes with CCC's delivery of the Product which would cause the cost of the Product to exceed the Purchase Price, CCC shall be under no obligation to deliver the Product unless the I.D. agrees to pay such additional costs.

14. AMENDMENTS: CCC expressly reserves the right to alter or amend wholesale prices, product availability and/or terms of sale, policies and procedures, and compensation plan and all associated agenda. Such amendments are automatically incorporated as part of the agreement between CCC and the I.D s when published in official company literature or by electronic communication to include e-mail and website postings.

15. RESIGNATION OF AN I. D.: An I.D. has the right to terminate their agreement at any time and for any reason without reason without penalty by giving thirty (30) days written notice to the company at its principle place of business. The resigning I.D. is not eligible to be sponsored into CCC again for a period of six (6) months following the date of termination.

16. TERMINATION OF DISTRIBUTORS: The company reserves the right to terminate any I.D. at any time or suspend said I.D. for a probationary period, when it is determined that the I.D. has violated the provisions of the I.D. Agreement, including the provisions of the Policies and Procedures or Terms of Sale as they now exist or may be amended, or the provisions of applicable laws and fair dealing. If the I.D. wishes to appeal the termination CCC must receive the appeal, in writing, with ten (10) days from the date of mailing of the company's termination letter.

17. DISTRIBUTOR ADVERTISING: Because I.D.s are independent contractors they may promote their business in any legal and ethical manner and may advertise without company approval, provided they do not use the corporate name, logo or trademarks. Any advertisement which utilizes the company name, logo or trademarks must be approved by the company prior to any advertisement. The company strictly prohibits I.D.s from utilizing websites to advertise or promote the products or opportunity, other than official company sponsored and maintained websites.

18. DELIVERY AND PAYMENT METHODS: CCC will not ship orders on a C.O.D. basis. All first time orders must be prepaid with a cashier's cheque, money order, an approved Visa, MasterCard or Visa. Thereafter, I.D. can apply for credit (50%down payment when placing an order and balance due 30 days from invoice date.)

19. WAIVER: CCC never gives up the right to insist on compliance with these rules or with the applicable laws governing the conduct of a business.

20. GOVERNING LAWS: All documents construing this Agreement (Application, Agreement, Terms of Sale, marketing plan plus all addendums) are reasonably related to the Laws of Connecticut, USA and shall be governed in all respects thereby.

21. INVALIDITY OF ANY PARAGRAPH: Should any portion of these policies and procedures, of the I.D. application and agreement or any other instruments referred to herein or issued by the company be declared invalid by a court of competent jurisdiction the balance of such rules, applications or instruments shall remain in full force and effect.



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22. SANCTIONS AND ENFORCEMENT ACTION: Sanctions will not be employed lightly, nor will the company be arbitrary or unfair in their use. It is important to remember, however, that an I.D. who violates the policies and procedures or agreement or any other company instructions jeopardizes the integrity and standing of all I.D.s.

23. NOTICES TO CCC: Any notice to CCC should be sent to the corporate office at 44 Hubbell Lane, Shelton, CT 06484.

24. REFUNDS ON RESALE OF PRODUCTS BY DISTRIBUTORS: Any I.D. who sells products to the end consumer is responsible for assisting a customer with any refunds payable by the I.D. The I.D. agrees to indemnify and hold harmless CCC, its subsidiaries, distributors, agents, joint venture partners, vendors, suppliers and their shareholders, officers, employees and directors, from and against any claim, demand, liability, loss, cost or expense, including, but not limited to, court costs or attorney’s fees, suffered, arising or alleged to arise by reason of, directly or indirectly, any way related or connected with, allegedly or otherwise, the I.D.s (1) Activities as a Distributor; (2) Breach of the terms of this Agreement;(3) Violation of or failure to comply with any applicable federal, provincial, or local law or regulation.

25. BINDING ARBITRATION: This agreement shall be governed by the laws of Connecticut, USA and any claims or disputes between the parties to this agreement shall be subject to binding arbitration under the Commercial Rules of the USA Arbitration Association with one Arbitrator in Connecticut, USA. Any and all costs including legal fees incurred by the Company as a result of a breach of the Agreement by the Distributors applicant shall be borne by the Distributors applicant.

By my signature below, I acknowledge that I have carefully read this I.D. application and I am willing to accept the terms and conditions herein. I understand that the terms of this Application shall be a binding agreement between CCC and me upon receipt of this application by the company. I have received and understand CCC’s Policies and Procedures and Terms of Sale, which are incorporated by reference herein, and agree to abide by them as they may be amended from time to time.

I may cancel this transaction, without penalty or obligation, within ten (10) business days from the date of this Agreement. If I cancel with the ten (10) business days from the date of this Agreement, any payments made by me under the Agreement will be returned within ten (10) business days following receipt of CCC of my Cancellation Notice. If I cancel, I must return any/all literature or materials I have received from CCC back to the company in as good condition as when received.

Authorize Signature _____

Print Name and Title: _____

Date: _____
(mm/dd/yyyy)

Internal Use Only:

Account Representative: _____ Date Received: _____ Billing Account No. _____

Shipping Account No. _____ Processed by: _____ Credit Approval Date: _____

Terms Issued: _____ Initial Order Amount: _____ Approved by: _____