

Arbonne Europe Sàrl
INDEPENDENT CONSULTANT TERMS AND CONDITIONS

CONSULTANT'S NAME: _____ ABN _____
ADDRESS: _____ Postcode _____ Phone: _____

- 1 The Consultant is hereby authorised, but not obliged, to purchase and re-sell the products of Arbonne Europe Sàrl ("Company") subject to these terms and conditions.
- 2 The Company will sell the products to the Consultant on the Company's terms of sale and at the discount or discounts from the Company's recommended retail price, such discount or discounts and other terms of sale to be advised by the Company to the Consultant from time to time and will be the same basis of discount or discounts and other terms of sale as it allows to its Consultants generally.
- 3 In addition to the discount(s) allowed to the Consultant the Company will pay or allow to the Consultant such other commissions, rebates, discounts or bonuses as advised by the Company to the Consultant from time to time, and awarded on the same basis to all the Company's Consultants generally.
- 4 Discounts, commissions, rebates or bonuses will only be allowed or paid in respect of purchases which have been fully paid for by the Consultant.
- 5 The Company publishes recommended retail prices for its products, but the Consultant is free to sell the products at whatever price or prices it thinks fit.
- 6 Applicants must be over 18 years of age in order to become a Consultant.
- 7 The Consultant is an independent contractor in business for herself or himself, buying and re-selling products on her or his own account, and as such is free to select her or his own means, method and manner of operation, and to choose the hours and location in which she or he will conduct her or his activities as a Consultant. Subject to the terms of this Agreement, the Company neither has, nor retains, any right of control over the Consultant.
- 8 The Consultant will bear all the costs and expenses incurred by her or him in connection with her or his activities hereunder and will indemnify the Company against all actions, proceedings, liabilities, claims, damages, costs and expenses arising out of or in any way relating to her or his activities under this Agreement, except such as relate to the inherent quality and fitness of the products for which the Company is responsible.
- 9 The Consultant is under no restriction as to the territory in which the products may be sold.
- 10 The Consultant is not, and shall not for any purpose be deemed to be an employee, agent or franchisee of the Company. Accordingly, the Company shall not be responsible for any sick leave, PAYE taxation or similar matters, and accepts no responsibility for the procuring or establishment of workers compensation insurance or other insurance or any superannuation in respect of the Consultant.
- 11 This Agreement is not a contract for the supply of services or the performance of any work by the Consultant.
- 12 The Consultant may at her or his own expense engage or employ others to conduct, or assist her or him in conducting her or his activities under this Agreement as she or he may from time to time think fit, but remains personally liable.
- 13 The Company will sell to the Consultant a starter kit containing a comprehensive range of literature for sales promotion and demonstration purposes.
- 14 The Consultant may only sell the products on a direct selling basis and not at retail stores, in markets, trade shows, expositions, other sales forums or public places without the consent of the Company.
- 15 The Company may impose restrictions on the use of its corporate name, trade marks, logos, licensing product names and advertising by the Consultant in order to protect the Company's rights, reputation and image.
- 16 The Consultant must not make any unauthorised or misleading or deceptive claims or statements in relation to the Company's products or marketing system.
- 17 The Consultant must not assign the benefit of this Agreement to any other party without the Company's consent, which it may grant or refuse in its absolute discretion.
- 18 The Consultant may terminate this Agreement at any time by written notice to the Company.
- 19 The Company may terminate this Agreement immediately on notice to the Consultant if the Consultant commits a serious breach of this Agreement, if the Consultant dies or becomes physically or mentally incapable of conducting their business as a Consultant, if the Consultant files a petition in bankruptcy or becomes insolvent or makes an assignment for the benefit of their creditors or if a receiver or trustee of their estate is appointed or any other bankruptcy or insolvency proceedings are taken against them, or if the Consultant does anything which is contrary to the Company's best interests.
- 20 Any notice of termination under this Agreement must be in writing and may be served or given by delivering the notice to or sending the notice by prepaid post addressed to the party to be served at the party's address appearing on this Agreement, or in the case of the Consultant, at their place of residence last known to the Company.
- 21 Should the Company or the Consultant for any reason terminate this Agreement, the Consultant must immediately send to the Company all copies of customer orders held by the Consultant, and must, upon request by the Company return to the Company any printed materials or literature furnished or made available by the Company for the exclusive use of its Consultants, and do such other acts and things as the Company may reasonably require to eliminate any identification or representation of the Consultant as a Consultant associated with the Company. The termination will be without prejudice to one party's rights and remedies relating to any breach of this Agreement by the other party where the breach occurred before the termination of this Agreement.
- 22 Any dispute arising between the parties in relation to this Agreement shall be determined in accordance with the dispute resolution procedures specified by the Company from time to time.
- 23 Except as required by law, the Consultant must keep confidential all information of or used by the Company relating to the Company's selling system, the Company's operations and affairs in general, and all other information treated by the Company as confidential disclosed to it by the Company or the Company's agents, employees or advisers, and must not disclose that confidential information to persons other than the Consultant's officers, agents, employees or advisers. The Consultant's obligations under this clause continue notwithstanding termination of this agreement.
- 24 The laws of the Commonwealth of Australia and the State or Territory of Australia in which the Consultant ordinarily resides shall govern this Agreement.
- 25 The Company's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of the Company's rights to subsequently enforce such provision or any other provision of this Agreement.
- 26 In the interpretation of this Agreement the feminine gender shall include the masculine gender and visa versa.
- 27 This document constitutes the entire agreement between the Company and the Consultant, and for the avoidance of doubt, any policies and procedures manuals or other literature provided by the Company to the Consultant do not form part of this Agreement. No representations or warranties have been made or given by the Company or any of its representatives to the Consultant other than those set forth in this Agreement. This Agreement may only be varied or amended by a written document which is signed by both the Company and the Consultant and which refers to and states the intention of the parties to vary or amend this Agreement.
- 28 This Agreement is subject to acceptance by the Company which acceptance shall be deemed to occur upon issuance by the Company of a duplicate of this Agreement duly signed by or on behalf of the Company.

SIGNED by: _____ (Consultant) DATE _____

SIGNED by or on behalf of the Company by: _____ DATE _____

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within 10 CALENDAR DAYS from the date on which it was executed. If you cancel, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be refunded within 10 BUSINESS DAYS following receipt by Arbonne of your cancellation notice. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, to Arbonne Europe Sàrl, c/o Arbonne Australia PTY LTD, Level 1 Building C, Rhodes Corporate Park, 1 Homebush Bay Drive, RHODES NSW 2138, or send a fax to Arbonne at (02)9743 6228 NOT LATER THAN MID-NIGHT of the 10th calendar day following the date on which you executed the Agreement.

Arbonne Independent Consultant _____

Consultant I.D. Number _____

Address _____ City _____ State _____ Postcode _____

I HEREBY CANCEL THIS TRANSACTION.

Client/Buyer's Signature: _____ Date: _____