



Arbonne Independent Consultant  
Application & Agreement  
Terms And Conditions

**Effective October 2014**

1. I acknowledge and agree that the terms and conditions of the Arbonne Independent Consultant Application & Distribution Agreement, Arbonne Europe Sàrl's ("Company" and/or "Arbonne") Policies & Procedures, the Arbonne SuccessPlan, the Arbonne Privacy Policy and the Business Entity Registration Form (if relevant) are incorporated into by reference and constitute the entire agreement (the "Agreement") between the parties. For the avoidance of doubt, any other literature provided by the Company to me does not form part of the Agreement. No representations or warranties have been made or given by the Company or any of its representatives to me other than those set forth in this Agreement.
2. I understand that I must be in good standing, and not in violation of any of the terms of the Agreement, to be eligible to receive remuneration from Arbonne.
3. I have read and agree to comply with the Arbonne Policies & Procedures.
4. I have also read and accept the terms of both Arbonne's Privacy Policy available at [arbonneinternational.com.au](http://arbonneinternational.com.au) (the "Website") and the Terms & Conditions of use of the Website, which may be amended from time to time at Arbonne's sole discretion on 30 days' notice.
5. Arbonne may amend the Agreement at its sole discretion. Amendments shall be effective 30 days after notice of the amendment is published in a commercially reasonable fashion, which includes, but is not limited to, posting online within Arbonne's Website. If I do not agree to any amendment, I shall cancel my Arbonne Independent Consultant Agreement in writing no later than the effective date of the amendment.
6. I understand and agree that as an Independent Consultant of the Company:
  - a. I have the right to sell Arbonne products in accordance with this Agreement.
  - b. I have the right to enrol persons in Arbonne.
  - c. I will comply with all federal, state, and municipal laws, rules, and regulations, and shall make all reports and payments as may be required by any federal, state, or municipal law, rule or regulation.
  - d. I am authorised, but not obliged, to purchase and resell the products of the Company subject to this Agreement.
7. As an Arbonne Independent Consultant, I understand and agree that I am an independent contractor in business for myself, buying and re-selling products on my own account, and as such I am free to select my own means, method and manner of operation, and to choose the hours and location in which I will conduct my activities as a Arbonne Independent Consultant. I am solely responsible for complying with all laws applicable to my business, including but not limited to obtaining all necessary licences, permits and other government approvals applicable to my business. I also understand and agree that, as an independent contractor, I have no authority to bind the Company to any obligations or liability, except as expressly stated in this Agreement. Subject to the terms of this Agreement, the Company neither has, nor retains, any right of control over me.
8. I understand and agree that I am not, and shall not for any purpose be deemed an employee, agent, partner, legal representative 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 my activities as an Arbonne Independent Consultant.
9. The initial term of this Agreement is one year and shall automatically renew, subject to Arbonne's right to reject a renewal, upon receipt of payment of the annual renewal fee. If I have a credit card on file with Arbonne, Arbonne will automatically charge this credit card for the renewal fee on the second day of the month that is 12 months from the date of my initial application. If I do not wish to have my credit card automatically charged for the renewal fee, I may unsubscribe through my account on Arbonne's website or by contacting Arbonne's Customer Service before the second day of the month in which my renewal will be charged. If I fail to meet the Independent Consultant maintenance requirements set out in the Policies & Procedures, annually pay the renewal fee to renew my Arbonne consultancy, or if it is cancelled or terminated for any reason, I will permanently lose all rights as an Arbonne Independent Consultant. I shall not be eligible to sell Arbonne products and services nor shall I be eligible to receive remuneration resulting from the activities of myself or my former downline sales organisation. In the event of cancellation, termination, nonrenewal or failure to meet maintenance requirements, I agree to waive all rights, including but not limited to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organisation.
10. The Company publishes recommended retail prices for its products, but I understand that I am free to sell the products at whatever price or prices I think fit.
11. The Company reserves the right to reject any new or renewal application. Without limiting the Company's rights, applicants must be over 18 years of age in order to become a Arbonne Independent Consultant and

may not (a) be in jail or prison or otherwise confined to a correctional institution; (b) have ever been convicted of, or has pleaded guilty to any crime that the Company determines in its sole discretion to have involved fraud, dishonesty, or moral turpitude; or (c) be a current employee, officer or director of the Company or its affiliated companies or the immediate household member of any of the foregoing. The Company reserves the right to terminate this agreement with the Arbonne Independent Consultant if the Arbonne Independent Consultant: (a) induces an individual or entity who is already a Arbonne Independent Consultant to apply to become a Arbonne Independent Consultant, (b) induces a spouse or other immediate household member to apply to become a Arbonne Independent Consultant, except as allowed by the Company from time to time, (c) induces any entity which is owned in whole or in part by a Arbonne Independent Consultant to apply to become a Arbonne Independent Consultant, or (d) otherwise takes any step to procure an individual or entity to apply to become a Arbonne Independent Consultant where that individual or entity is or is already affiliated with a current Arbonne Independent Consultant.

12. I agree to bear all the costs and expenses incurred by me in connection with my activities hereunder, including, but not limited to, travel, food, lodging, secretarial, office, telephone and other expenses and will indemnify the Company against all actions, proceedings, liabilities, claims, damages, costs and expenses arising out of or in any way relating to my activities under this Agreement (e.g., the presentation of Arbonne products or SuccessPlan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), except such as relate to the inherent quality and fitness of the products for which the Company is responsible.
13. This Agreement is not a contract for the supply of services or the performance of any work by me.
14. I understand that I may at my own expense engage or employ others to conduct, or assist me in conducting, my activities under this Agreement as I may from time to time think fit, but remain personally liable.
15. The Company will sell to me a Starter Kit containing a comprehensive range of literature for sales promotion and demonstration purposes.
16. I may only sell the products on a direct selling basis and in compliance with the Policies & Procedures.
17. I agree to comply with the Company's requirements in respect of the use of its corporate name, trademarks, logos, licencing product names and advertising (as set out in the Policies & Procedures) in order to protect the Company's rights, reputation and image. All products sold to me for the purpose of resale must be sold in their original packaging.
18. I agree not to make any unauthorised or misleading or deceptive claims or statements in relation to the Company's products or marketing system.
19. I understand that I 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.
20. I understand and agree that I may terminate this Agreement at any time with or without reason, by written notice to the Company.
21. The Company may terminate this Agreement, with or without reason, upon 30 days' written notice to me, including, but not limited to, if it elects to cease business operations or dissolve as a business entity.
22. I also understand and agree that the Company may also terminate this Agreement immediately on written notice to me if I commit a serious breach of this Agreement, if I die or become physically or mentally incapable of conducting my business as an Arbonne Independent Consultant, if I file a petition in bankruptcy or become insolvent or make an assignment on the benefit of my creditors or if a receiver or trustee of my estate is appointed or any other bankruptcy or insolvency proceedings are taken against me, or if I do anything which is contrary to the Company's best interests.
23. 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 Arbonne Independent Consultant, at their place of residence last known to the Company.
24. Should either of the parties for any reason terminate this Agreement, I understand that I must immediately send to the Company all copies of customer orders held by me, 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 Arbonne Independent Consultants, and do such other acts and things as the Company may reasonably require to eliminate any identification or representation of myself as an Arbonne Independent 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.
25. The information I provide as an Arbonne Independent Consultant will be managed by the Company as described in Arbonne's Privacy Policy available online at [arbonneinternational.com.au](http://arbonneinternational.com.au). The Company collects my personal information, for example, when I submit this Independent Consultant Application & Agreement, when I place orders or when I contact the Company with a request or query. I consent to: (a) the Company collecting and holding my personal information and using my personal information to process my Independent Consultant Application &

Distribution Agreement and manage my account and for further purposes including marketing, business creation and development, management reporting, contacting me, responding to requests and paying commissions and bonuses; (b) the Company including my personal information in the activity, sponsoring and sales reports provided to my upline, and (c) the Company disclosing and transferring personal information to Arbonne Independent Consultants and third parties (including other members of the Arbonne corporate group) that may be located inside or outside Australia (for example, Arbonne's affiliated company in the United States) and which are contracted by the Company to provide certain goods and/or services to the Company (for example, third-party payment processors). I understand I have the right to seek access to and/or correct the personal information the Company holds about me or to make a complaint about the breach of my privacy, by sending the Company an email to [privacy@arbonneinternational.com.au](mailto:privacy@arbonneinternational.com.au) or otherwise in accordance with Arbonne's Privacy Policy.

26. I consent to receiving direct marketing emails or phone or text messages from or on behalf of the Company or any Arbonne Independent Consultant, together with any other promotional material about the Company or its products. I understand that I may request not to receive such communications by logging in to my Arbonne account at [arbonneinternational.com.au](http://arbonneinternational.com.au) or notifying the Company of my request by email to [privacy@arbonneinternational.com.au](mailto:privacy@arbonneinternational.com.au) or otherwise in accordance with the Company's Privacy Policy.
27. I agree that 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 in the Policies & Procedures.
28. Except as required by law, I understand and agree that I must keep all confidential 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 and disclosed to me by the Company or the Company's agents, employees or advisers in accordance with the requirements in the Policies & Procedures, and must not disclose that confidential information to persons other than my officers, agents, employees or advisers, if any. I understand and agree that my obligations under this clause continue notwithstanding termination of this agreement.
29. Nothing in this Agreement prohibits me from participating in other business ventures. I may sell products that are not offered for sale by the Company, provided that (a) I do not use or disclose any confidential information of the Company and (b) I comply with the conflict of interest provisions set forth in the Policies & Procedures that provide restrictions on the solicitation of, and offering products from third parties to, certain Arbonne Independent Consultants and clients.
30. I understand and agree to comply with the Direct Selling Association of Australia's Code of Practice as amended from time to time, a copy of which is available online at [dsaa.asn.au](http://dsaa.asn.au).
31. I understand that if I fail to comply with the terms of the Agreement, Arbonne may take steps to enforce the Agreement as set out in the Policies & Procedures. If I am in breach, default or violation of this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions unless the sales for such bonuses and commissions have been completed at the date of termination.
32. This Agreement will be governed by and construed in accordance with the laws of the State of New South Wales without regard to principles of conflicts of laws. All disputes and claims relating to or arising from the Agreement, the rights and obligations of an Arbonne Independent Consultant, or any other claims or causes of action relating to the performance of either an Arbonne Independent Consultant or Arbonne under the Agreement shall be settled as specified in Arbonne's Mediation and Arbitration Policy contained in the Policies & Procedures. The parties consent to jurisdiction and venue before any federal or state court in the State of New South Wales, for purposes of enforcing an award by an arbitrator, for equitable relief, or any other matter not subject to arbitration as specified in the Policies & Procedures.
33. I authorise Arbonne to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
34. The Company's failure to enforce strict performance of any provision of the Agreement will not constitute a waiver of the Company's rights to subsequently enforce such provision or any other provision of the Agreement.
35. In the interpretation of the Agreement the feminine gender shall include the masculine gender and visa versa.
36. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
37. The 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.
38. An electronic copy of this Independent Consultant Agreement & Distributor Application shall be treated as an original in all respects.

