

ARBONNE. Independent Consultant Application & Distribution Agreement
Australia

1800 650 760 | Effective May 2013

Instructions

1. Please print clearly in blue or black ink.
2. Fill out all required fields denoted by an asterisk (*). **Your application cannot be processed without this information.**
3. Complete the Independent Consultant Product Order Form, which is required with your application to purchase your Starter Kit or upgrade from Preferred Client to Independent Consultant status. Go to arbonneinternational.com.au > Customer Service > Download Forms > Independent Consultant Product Order Form.

Tick here if this is confirming a previously faxed application form. _____ Number of pages faxed

Tick here if you already have an Arbonne ID as a Client or Preferred Client and wish to retain this account with upgraded status. Please provide Arbonne ID: _____

Mr. Mrs. Ms. Miss

First Name* _____ Surname* _____

Address* _____

City* _____ State* _____ Postcode* _____

Email* _____ Birth Date* DD / MM / YY Female Male
Must be 18+ years of age to apply

Bus. Phone (____) _____ Home Phone* (____) _____ Fax (____) _____ Mobile _____

Sponsor's Arbonne ID* _____ Sponsor's Name* _____

1. I understand that I have the right to cancel my participation in this program at any time, with or without reason, by submitting written Cancellation Notice to Arbonne at its principal business office.
2. By signing this application, I consent to the collection, use and disclosure of the personal information provided in this Application & Distribution Agreement for the purposes of fulfilling the terms of this Agreement and as set forth in Arbonne's Privacy Policy available at arbonneinternational.com.au.
3. I have read and agree to the Terms & Conditions on the back of this Application & Distribution Agreement.

Applicant's Signature* _____ Date DD / MM / YY

Sponsor's Signature* _____ Date DD / MM / YY

You, the buyer, may cancel this transaction at any time prior to midnight of the tenth calendar day after the date of this transaction.

See the reverse side of this Application & Distribution Agreement for an explanation of this right.

Send completed application to:

Arbonne Australia Pty. Ltd.
Attn: Customer Service,
Locked Bag 3014, St Mary's NSW 1790
Tel: 1800 650 760 | Fax: (02) 9743 6228

Please keep a copy for your records.
White = Send to Arbonne
Yellow & Pink = Arbonne Independent Consultant's Copies

Office Use Date Rec'd ____ / ____ / ____ Arbonne ID _____

Amt Rec'd \$ _____ Pd by: _____

Order Total \$ _____ Trans No. _____

Authorised by _____



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ARBONNEINTERNATIONAL.COM.AU

Arbonne Europe Sàrl
ARBONNE INDEPENDENT CONSULTANT TERMS & CONDITIONS

Arbonne Independent Consultant's Name _____ ABN _____

Address _____ Postcode _____ Phone _____

1. The Arbonne Independent Consultant is hereby authorised, but not obliged, to purchase and re-sell the products of Arbonne Europe Sàrl ("Company") subject to these Terms & Conditions.
2. The Company will sell the products to the Arbonne Independent 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 Arbonne Independent 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 Arbonne Independent Consultants generally.
3. In addition to the discount(s) allowed to the Arbonne Independent Consultant, the Company will pay or allow to the Arbonne Independent Consultant such other commissions, rebates, discounts or bonuses as advised by the Company to the Arbonne Independent Consultant from time to time, and awarded on the same basis to all the Company's Arbonne Independent 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 Arbonne Independent Consultant.
5. The Company publishes recommended retail prices for its products, but the Arbonne Independent Consultant is free to sell the products at whatever price or prices he or she thinks fit.
6. The Company reserves the right to reject any new or renewal application. Without limiting Arbonne'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 plead guilty to any crime that Arbonne determines in its sole discretion to have involved fraud, dishonesty, or moral turpitude; or (c) be a current employee, officer or director of Arbonne or its affiliated companies or the immediate household member of any of the foregoing. No Arbonne Independent Consultant shall present the Arbonne opportunity as anything other than an opportunity available to anyone regardless of race, gender, nationality, sexual orientation or religious or political beliefs to any person. The Arbonne Independent Consultant is entitled to have one consultancy with the Company at any one time. The Company reserves the right to terminate this agreement with the Arbonne Independent Consultant if a preceding agreement occurs and 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.
7. The Arbonne Independent 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 Arbonne Independent Consultant. Subject to the terms of this Agreement, the Company neither has, nor retains, any right of control over the Arbonne Independent Consultant.
8. The Arbonne Independent 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 Arbonne Independent Consultant is under no restriction as to the territory in which the products may be sold, provided that the Arbonne Independent Consultant may only sell products to customers located in countries in which Arbonne is authorised to conduct business as announced from time to time by the Company. The Arbonne Independent Consultant shall not attempt to: (a) solicit individuals or entities to become Arbonne Independent Consultants without acceptance by the Company of a completed application and executed contract, (b) fraudulently solicit individuals or entities as Arbonne Independent Consultants or as customers, (c) attempt to solicit non-existent individuals or entities as Arbonne Independent Consultants or customers, (d) use a credit card by or on behalf of a Arbonne Independent Consultant or a client when the Arbonne Independent Consultant or the customer is not authorised to use the credit card, (e) purchase products from the Company on behalf of another Arbonne Independent Consultant or customer for the dominant purpose of qualifying for commissions or bonuses, or (f) use any other mechanism intended to maximise the payment of commissions or bonuses by the Company. The Arbonne Independent Consultant must send to the Company or submit online all product orders and applications to become an Arbonne Independent Consultant within seven days from the time that they are placed by a customer or signed by an applicant respectively.
10. The Arbonne Independent 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 Arbonne Independent Consultant.
11. This Agreement is not a contract for the supply of services or the performance of any work by the Arbonne Independent Consultant.
12. The Arbonne Independent 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 Arbonne Independent Consultant a Starter Kit containing a comprehensive range of literature for sales promotion and demonstration purposes.
14. The Arbonne Independent Consultant may only sell the products on a direct selling basis and is not permitted to sell or promote the products at retail stores, in markets, trade shows, expositions, other sales forums (including online forums and bulletin boards) or public places without the consent of the Company.
15. The Company may impose restrictions on the use of its corporate name, trademarks, logos, licensing product names and advertising by the Arbonne Independent Consultant in order to protect the Company's rights, reputation and image. All products sold to the Arbonne Independent Consultant for the purpose of re-sale must be sold in their original packaging.
16. The Arbonne Independent 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 Arbonne Independent 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 Arbonne Independent 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 Arbonne Independent Consultant if the Arbonne Independent Consultant commits a serious breach of this Agreement, if the Arbonne Independent Consultant dies or becomes physically or mentally incapable of conducting their business as a Arbonne Independent Consultant, if the Arbonne Independent 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 Arbonne Independent 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 Arbonne Independent Consultant, at their place of residence last known to the Company.
21. Should the Company or the Arbonne Independent Consultant for any reason terminate this Agreement, the Arbonne Independent Consultant must immediately send to the Company all copies of customer orders held by the Arbonne Independent 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 Arbonne Independent Consultants, and do such other acts and things as the Company may reasonably require to eliminate any identification or representation of the Arbonne Independent Consultant as a 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.
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 Arbonne Independent 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 Arbonne Independent Consultant's officers, agents, employees or advisers. The Arbonne Independent Consultant agrees to have his or her personal information provided to the Company to be included in the activity, sponsoring and sales reports provided to the upline, which is confidential information. By way of example only, such personal information may include the applicant's name, address, telephone number, facsimile number, email address and date of birth. The Arbonne Independent Consultant's obligations under this clause continue notwithstanding termination of this agreement. Nothing in this Agreement prohibits the Arbonne Independent Consultant from participating in other business ventures. The Arbonne Independent Consultant may sell products that are not offered for sale by the Company, provided that the Arbonne Independent Consultant (a) does not use or disclose any confidential information of the Company, (b) does not attempt to solicit a third party to sell products offered for sale by another entity, (c) offer products purchased from the Company for sale in conjunction with products sold on behalf of third parties, or (d) offer any products purchased from third parties in conjunction with products purchased from the Company. The Arbonne Independent Consultant agrees that, during the term of this Agreement and for a period of one year from the termination or expiry of this Agreement for whatever reason, the Arbonne Independent Consultant will not solicit any other Arbonne Independent Consultant engaged by the Company or any customer for products sold by the Arbonne Independent Consultant for any direct sales or network marketing company. The Arbonne Independent Consultant must not solicit any person who is engaged by any other direct sales company to become a Arbonne Independent Consultant to the Company.
24. The laws of the State or Territory of Australia in which the Arbonne Independent 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. These Terms & Conditions and the completed and signed Independent Arbonne Independent Consultant Application together constitute the entire agreement between the Company and the Arbonne Independent Consultant, and for the avoidance of doubt, any policies and procedures manuals or other literature provided by the Company to the Arbonne Independent 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 Arbonne Independent 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 Arbonne Independent 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 _____ (Arbonne Independent 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 Cancellation Notice, 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 Australia Pty. Ltd., 1 Wonderland Drive, Eastern Creek, NSW 2766, or send a fax to Arbonne at (02) 9743 6228 NOT LATER THAN MIDNIGHT of the 10th calendar day following the date on which you executed the Agreement.

Arbonne Independent Consultant _____

Arbonne ID _____

Address _____ City _____ State _____ Postcode _____

I HEREBY CANCEL THIS TRANSACTION.

Signature _____ Date _____