

(c) the provisions of the Policies & Procedures which relate to competition with the business of Arbonne after termination of this Agreement, the Consultant's indemnification obligations, dispute resolution and any other provision of the Terms & Conditions or Policies & Procedures that expressly states it shall survive the termination of the Agreement, each of which shall remain in force after the date of termination.

17. Any notice given under Clauses 4, 13, 14, 15 and 16, which are given by first class post to the address of the parties set out overleaf, or to such other address as shall have been notified from time to time in writing by one party to the other, shall result in the period of notice commencing to run from the day when such notice is posted.
18. Arbonne will at any time during the term of this Agreement, at the written request of the Consultant, re-purchase any product that was purchased by the Consultant from Arbonne in accordance with the scheme at any time within one year of the date of such request and that is returned by the Consultant to Arbonne, such re-purchase to be subject to and upon the terms of sub-clauses 14(c) and 15 (and for which purpose the date of the written request under this Clause shall be treated as the date of termination referred to in sub-clause 14(c)).
19. The Consultant is personally liable for any taxes or duties required by law, including income tax, national insurance contributions and the proper collection and payment of VAT on sales and commissions and where relevant car insurance. The Consultant will keep all such proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties. The Consultant agrees that VAT invoices may be provided to the Consultant by Arbonne in electronic format.
20. Any payments due to the Consultant from Arbonne are calculated and paid in accordance with the Arbonne SuccessPlan. The Consultant acknowledges that commissions are paid only on sales. No commissions or other payments are paid, and no benefits are received from sponsoring other distributors or in respect of the continued participation of any other distributors in the trading scheme and no earnings are guaranteed from mere participation in the Arbonne SuccessPlan. The Consultant confirms that neither Arbonne, nor any upline sponsor has made any claims of guaranteed profits or representations of anticipated profits that might result from their efforts as a Consultant. The Consultant acknowledges that success as a distributor comes from retail sales, services and development of an independent network.
21. Arbonne shall provide the Consultant with an adequate record of all goods or services supplied by Arbonne to the Consultant in respect of which payment is due from the Consultant, which record may take the form of an itemised order form, invoice or receipt, and shall provide full and accurate financial details of all transactions and how any deductions are calculated. The Consultant agrees to give any purchaser of the products a properly completed sales receipt in the form approved by the Company. The Consultant's only financial obligations during the first twelve (12) months after the making of this Agreement are to pay for the Starter Kit and to pay for such products as the Consultant shall choose to purchase from the Company. An annual renewal fee (VAT inclusive) is required to renew the Agreement after each 12 month period. To receive override and bonus payments and to participate in the management qualification programmes, the Consultant must accumulate a minimum of 150 Personal Qualifying Volume each month in product sales and/or purchases.
22. By completing this form, the Consultant consents to Arbonne (i) retaining and processing all personal information, including sensitive personal data, given by the Consultant to Arbonne for purposes including marketing, business creation and development, management reporting, general administration and commissions payable (Arbonne may record this information both manually and/or on a computer database and will be the data controller for this information), and (ii) disclosing and transferring this personal information to other members of Arbonne's group, affiliates and the Consultant's Sponsor and upline Arbonne Independent Consultants in accordance with Arbonne's Privacy Policy (available online at www.arbonneinternational.co.uk). In order to do this, Arbonne may pass the Consultant's details to agents and third parties who perform functions on behalf of Arbonne. As Arbonne and some of the parties to whom the Consultant's data will be disclosed are located outside the EEA in the USA and Switzerland, including to countries which may not offer protection of personal information equivalent to that in the UK, the Consultant agrees to his or her data being disclosed to such third parties irrespective of their location for the purposes set out in this statement. The Consultant agrees that the Company may provide your details to an alternative Consultant and the uplines should your current Consultant cease to be an Arbonne Independent Consultant. The Consultant has the right to ask for a copy of the information Arbonne holds on him or her which is subject to the UK Data Protection Act 1998, Swiss data protection and privacy laws and regulations including laws implementing the Directive 95/46/EC of the European Parliament and of the Council of 24 October, 1995; (for which Arbonne may make a small charge) and to correct any inaccuracies in your information.

Arbonne and its Independent Consultants may contact the Consultant by electronic means (email or SMS) with details of the services, opportunities, and products we provide, invite you to functions or contact you to obtain feedback on our services and products. The Consultant can manage his or her communication settings in the Consultant's account on Arbonne's website.

The Consultant confirms that he or she has read this statement and consents to the Consultant's data being processed and disclosed as set out in this statement.
23. The Consultant shall abide by all applicable laws and regulations relating to this Agreement and the promotion and sale of the products (which shall include the Direct Selling Association's Code of Business Conduct and Consumer Code of Practice) and will, at its own expense, obtain any consents or licences required in connection with the conduct of such business.
24. In the event of any conflict or inconsistency between: (a) these Terms & Conditions; (b) the Policies & Procedures; or (c) the Arbonne SuccessPlan, these Terms & Conditions shall prevail.

TERMS & CONDITIONS

1. The Arbonne Independent Consultant who has signed this Agreement (the "Consultant" or "you") understands that as an Arbonne Europe Sàrl ("Arbonne," "the Company," "we" or "us") Arbonne Independent Consultant, the Consultant:
 - (a) has the right to sell Arbonne products in accordance with this Agreement;
 - (b) has the right to enrol other persons into Arbonne as Consultants;
 - (c) will personally support and train new Consultants that you have sponsored;
 - (d) will comply with all laws, ordinances, rules, codes and regulations, and shall make all reports and payments as may be required by any law, rule or regulation and
 - (e) will perform the Consultant's obligations as a Consultant with honesty and integrity and will abide by the spirit as well as the letter of this Agreement.
2. The Consultant agrees that as an Arbonne Independent Consultant, he or she is an independent distributor, and not an employee, agent, partner, joint venturer, legal representative or franchisee of Arbonne. In promoting and selling the Company's products to third parties the Consultant will act as a reseller of the Arbonne products, selling them solely on the Consultant's own account. The Consultant shall be responsible for paying all expenses which they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. THE CONSULTANT UNDERSTANDS THAT THE CONSULTANT SHALL NOT BE TREATED AS AN EMPLOYEE OF ARBONNE FOR LEGAL OR TAX PURPOSES. The Consultant may not create or incur any liability and/or obligation of any kind in the name of "Arbonne," "Arbonne UK Limited" or "Arbonne Europe Sàrl," and Arbonne shall not be liable for any debts or liabilities whatsoever or howsoever incurred by the Consultant, whether or not such liabilities are incurred during the term of this Agreement.
3. The Consultant has carefully read, printed and agrees to comply with the Arbonne Policies & Procedures, the Arbonne SuccessPlan, the Arbonne Code of Ethics, Arbonne's Privacy Policy (available online at www.arbonneinternational.co.uk) and the Arbonne Website Terms & Conditions available online at www.arbonneinternational.co.uk) if the Consultant utilises Arbonne's website, each of which separate documents are by this reference hereby expressly incorporated into the Agreement in their present form and which together with these Terms & Conditions (as amended by Arbonne from time to time) constitute the entire agreement between Arbonne and the Consultant and supersede any previous agreements, representations or undertakings. Any promises, representations, offers or other communications not expressly set forth in this Agreement are of no force or effect. The Consultant understands that they 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. Arbonne has the right to request information about the development of the Consultant's business and downline to ensure compliance with the terms of the Agreement. The Consultant shall sell and promote Arbonne's goods and business opportunity strictly in accordance with the Consultant Agreement.

Arbonne may amend the Consultant Agreement at its sole discretion. Amendments shall be effective 30 days after notice of the amendment is published in commercially reasonable fashion, which includes, but is not limited to, posting online in the Consultant section of Arbonne's website, provided that Arbonne shall give the Consultant at least 60 days advance written notice of any change in the annual financial obligation of the Consultant.

No purchase or investment is necessary to become a Consultant other than £54 for the Starter Kit. The Consultant may not pay or undertake to pay any sums exceeding £200 (including VAT) to the Company or any of its other Consultants within 7 days of signing this Agreement.

This Agreement expires annually on the anniversary of this Agreement. This Agreement shall automatically renew, subject to Arbonne's right to reject a renewal, upon receipt of payment of the annual renewal fee of £10.50 (including VAT) to cover costs associated with regular updates, newsletters, etc. for the following year. If the Consultant has 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 the initial application. If the Consultant does not wish to have his or her credit card automatically charged for the renewal fee, he or she may unsubscribe through the Consultant's account on Arbonne's website or by contacting Arbonne's customer service before the second day of the month in which the renewal fee will be charged. If the Consultant does not agree to the renewal, the Consultant shall cancel the Consultant's Agreement by notice in writing. Upon each annual renewal of this Agreement the Consultant shall renew upon the then current terms of the Consultant Agreement.
4. The term of this Agreement is one year. If the Consultant fails to annually renew the Agreement, or if the Agreement is cancelled or terminated for any reason, the Consultant will permanently lose all rights as an Arbonne Independent Consultant. In the event of termination, the Consultant shall not be eligible to sell Arbonne products and services, nor shall the Consultant be eligible to receive remuneration resulting from the activities of the Consultant or the Consultant's former downline sales organisation. In the event of cancellation, suspension, termination or non-renewal, the Consultant agrees to waive all rights, including but not limited to property rights, to the Consultant's former downline organisation and to any bonuses, commissions or other remuneration derived through the sales and other activities of the Consultant's former downline organisation except for any bonuses, commissions or remuneration already paid to the Consultant unless (a) the commission was paid in respect of goods returned to Arbonne, (b) Arbonne has refunded all monies due to the Consultant under the Agreement in respect of goods returned by the Consultant to Arbonne, and (c) the commission is claimed by Arbonne within 120 days of it having been paid, in which case the Consultant shall repay such commission to the Company forthwith on demand or the Consultant may set-off the amount of such commission against any other amounts due from it to the Consultant.
5. The Consultant may not assign or otherwise transfer any rights under this Agreement to any third party without the prior written consent of Arbonne.
6. The Consultant understands that if the Consultant fails to comply with the terms of the Agreement, Arbonne may, at its discretion, impose upon the Consultant sanctions as set forth in the Policies & Procedures. If the Consultant is in breach, default or violation of this Agreement at termination, the Consultant shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
7. Arbonne, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as "affiliates"), shall not be liable for, and the Consultant waives all claims to, indirect or consequential losses or damages against Arbonne and its affiliates. The Consultant further agrees to release Arbonne and its affiliates from all liability arising from or relating to the promotion or operation of the Consultant's Arbonne business and any activities related to the presentation of Arbonne products or SuccessPlan and marketing plan, the operation of a motor vehicle, the lease of meeting or training facilities, breaches of any intellectual property rights owned either by Arbonne or any third parties, breaches of the DSA Codes, breaches of laws and regulations, medical claims. The Consultant agrees to indemnify Arbonne and its affiliates for any liability, damages, fines, penalties, or other awards arising from any breach of this clause 7.
8. Any waiver by Arbonne of any breach of this Agreement must be in writing and signed by an authorised officer of Arbonne. No failure or delay by Arbonne to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
10. This Agreement is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation. All disputes and claims arising out of or in connection with this Agreement, the rights and obligations of the Consultant, or any other claims or causes of action relating to the performance of either the Consultant or Arbonne under the Agreement shall be settled as specified in Arbonne's Dispute Resolution Policy as specified in Arbonne's Policies & Procedures.
11. The Consultant authorises Arbonne to use the Consultant's name, photograph, personal story and/or likeness in advertising or promotional materials and waives (a) all claims for remuneration for such use and (b) all moral rights under the Copyright, Designs and Patents Act 1988.
12. A faxed copy of this Agreement shall be treated as an original in all respects.
13. (a) The Consultant may cancel this Agreement without penalty within 14 days of entering into this Agreement by giving written notice of cancellation to Arbonne at its address set out overleaf and:
 - (i) the Consultant may require Arbonne to repay the Consultant within 14 days any monies which the Consultant has paid to or for the benefit of Arbonne or any of its other Consultants in connection with the Consultant's participation in this trading scheme or paid to any other Consultant in accordance with the provisions of this trading scheme; and
 - (ii) the Consultant may return to Arbonne's address set out overleaf any goods that the Consultant has purchased under the trading scheme within 21 days of the date of cancellation and which remain unsold, provided that such unsold goods remain in the condition in which they were in at the time of purchase, whether or not their external wrappings have been broken, and may recover any monies paid in respect of such goods; and
 - (iii) the Consultant may cancel any services which the Consultant has ordered under the trading scheme within such 14 day period and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to the Consultant.(b) In order to recover any monies paid in accordance with sub-clauses (i) or (ii) above, the Consultant must give notice to Arbonne requesting the repayment of such monies (and if applicable, returning the starter kit and any other promotional or training materials purchased by him or her) to Arbonne's address set out overleaf within 21 days of the date of cancellation and Arbonne shall repay such monies as the Consultant may be legally entitled to recover within 21 days of the date of cancellation.
(c) In order to recover monies paid for goods under sub-clause (ii) above, the Consultant must deliver the goods to Arbonne within 21 days of the date of cancellation to the address set out overleaf. The Consultant shall bear the cost of such delivery. The monies paid in respect of those goods is payable to the Consultant on delivery of the goods, or forthwith if the goods have not yet been delivered to the Consultant.
14. (a) The Consultant may terminate this Agreement at any time without penalty by giving 14 days written notice of termination to Arbonne at its address set out overleaf. If the Consultant gives notice to terminate this Agreement more than 14 days after the Consultant entered into the Agreement, the Consultant may return to Arbonne any goods (including training and promotional materials, business manuals and kits) which the Consultant has purchased under the scheme within 90 days prior to such termination and which remain unsold and Arbonne will pay the Consultant the price (inclusive of VAT) which the Consultant paid for the goods less, where the condition of any such goods has deteriorated due to an act or default on the part of the Consultant, an amount equal to the diminution in their value resulting from such deterioration and a reasonable handling charge (which may include the cost of repackaging returned goods for resale).
(b) Arbonne may terminate this Agreement at any time by giving 7 days written notice to the Consultant. If Arbonne terminates this Agreement, the Consultant may return to Arbonne any goods which the Consultant has purchased under the scheme within 90 days prior to such termination and which remain unsold for a full refund of the price (inclusive of VAT) that the Consultant has paid for them together with any costs incurred by the Consultant for returning the goods to Arbonne.
(c) In the event that either party terminates this Agreement, the Consultant may return to Arbonne any goods (including training and promotional materials, business manuals and kits) which the Consultant has purchased under the scheme more than 90 days but within one year prior to such termination and which remain unsold for 90% of the price (inclusive of VAT) that the Consultant has paid for them, less an amount equal to:
 - (i) any commissions, bonuses or other benefits (in cash or in kind) received by the Consultant in respect of those goods;
 - (ii) any amount due from the Consultant to Arbonne on any account; and
 - (iii) a reasonable handling charge (which may include the cost of repackaging returned goods for resale),and provided that:
 - (i) such goods have not been purchased or acquired by the Consultant in breach of this Agreement;
 - (ii) the Consultant returns such goods to Arbonne in an unused, commercially resaleable condition not more than 14 days after the date of termination; and
 - (iii) Arbonne did not clearly inform the Consultant prior to the purchase that the goods were seasonal, discontinued or special promotion products which were not to be subject to the buy-back provisions of this sub-clause.
15. In the event of the termination of this Agreement under clauses 14 (a), (b) and (c) above, in order to recover monies paid for goods, the Consultant must deliver the goods to Arbonne within 21 days of such termination to Arbonne's address set out overleaf. Arbonne will bear the cost of such delivery. The purchase price is payable to the Consultant on delivery of the goods, or forthwith if the goods are already held by Arbonne.
16. If this Agreement is terminated for any reason, the Consultant will have the right to be released from all future contractual liabilities towards Arbonne in relation to this trading scheme, except:
 - (a) liabilities relating to payments made to the Consultant under contracts which the Consultant has made as agent for the Company (if any); and
 - (b) any liability to pay the price of goods or services already supplied to the Consultant by Arbonne where the Consultant has not returned such goods to Arbonne in accordance with sub-clauses 13(a) or 14(a); and