

# Independent Consultant Agreement, Terms and Conditions

This Agreement is made on the date shown on this Agreement when signed by the Independent Consultant ("Consultant").

1. Amazing Scents Pty Ltd ACN 106 039 721 ("Amazing Scents") is the supplier of goods that the Consultant wishes to purchase from Amazing Scents.
2. Upon the request of the Consultant Amazing Scents appoints the Consultant for the sale and representation of its products subject to the terms and conditions of this Agreement.
3. **Period**  
The consultancy commences from the date of acceptance of the Consultant's application by Amazing Scents and continues until it is ended by written notice from either party.  
**The consultancy is also conditional on:**
  - (a) The Consultant completing the minimum quarterly retail sales prescribed in Amazing Scents Business Plan.
  - (b) Payment of the yearly registration fee of \$30 on the anniversary of the original contract date.
  - (c) Adherence to all of the terms and conditions of this agreement at all times.
4. **Relationship**  
The relationship with Amazing Scents shall be solely that of a Consultant and is not that of an employee or partner of Amazing Scents.
5. **Commencement**
  - (a) Commencement is subject to the receipt of a minimum six (6) genuine workshop bookings or more required as per the career option chosen by the Consultant. Said bookings are **to be held within 4 weeks of commencement** and achieve a minimum of \$3200 retail sales in total. Amazing Scents reserves the right to confirm that all bookings are genuine.
  - (b) The kit issue at the highly subsidised price is conditional upon completion of clause 3(a). Outright ownership of the kit occurs only after completion of said workshops, including submission of relevant paperwork/payment within 4 weeks of commencement.
  - (c) Failure to complete requirements as defined in Clause 6(a) and 6(b) will result in liability of payment of the balance of the retail value of the kit supplied. The balance is due and payable 3 months from the Agreement date.
6. **Duties of Consultant**  
The Consultant agrees at all times to:
  - (a) Use his/her best endeavours to promote and extend sales of the products to all potential buyers and to work diligently to obtain orders for the products.
  - (b) Effect sales by means of in-home or virtual workshops, incorporating the educational 'themes' as promoted by Amazing Scents.
  - (c) To work their business consistently to reach their desired monthly and quarterly targets. A minimum forward program of 6 bookings in the following 4 weeks is encouraged to achieve the minimum maintenance requirements detailed in the Amazing Scents Business Plan.
  - (d) Attend vital bi-weekly Business Training sessions to continue the learning process (where geographically possible). Face time, Zoom or Skype is an option for those that cannot attend.
  - (e) Be appropriately attired and presented in a businesslike manner whilst representing Amazing Scents in any capacity.
  - (f) To fill out and send to Amazing Scents a business analysis (via email to head office) by 9pm every Sunday night in preparation for the start of the next business week. This enables you to assess your results and attend to any measures required to stabilize your forward program.
  - (g) To call their upline Team Leader at an agreed time every Monday for coaching and vital one on one training relating from clause 7(f).
  - (h) To refrain from charging entry to a workshop. Income is accrued via the commission earned from sales of Amazing Scents product at the workshop.
  - (i) To promptly submit all orders for the products **within 1 week of obtaining them**, using current stationery that is supplied and approved by Amazing Scents.
  - (j) To abide by the **rules and regulations** of the generous host gift system. **\$60 booking vouchers** are applicable only if presented within **28 days**. Presentation of a voucher after 28 days **negates the purpose it is given** and will therefore be

- (k) charged to the consultant at the Product Discount price. If the Consultant does not have any available Product Discount the full retail price will be deducted from commission.
- (l) The **Double Dip** incentive may only be included in the accrual of sales if the workshop is held within 28 days, is held on the original booking date and the sales reach a minimum of \$400 including the Amazing Savers.
- (m) Amazing Scents has created a system where consultants do not handle cash. Payment may be made to Amazing Scents via debit or credit card.
- (n) To observe all directions and instruction given by Amazing Scents in relation to the sale, distribution and usage of the products and to act in such way as is reasonably considered to be most beneficial to the interests of Amazing Scents.
- (o) Not to offer the product for sale at any price other than that price fixed by Amazing Scents at the time of supply.
- (p) To safeguard the commercial rights of Amazing Scents and immediately bring any improper or wrongful use of its patents, trademarks, emblems, designs, models or other similar industrial or commercial rights to the attention of Amazing Scents and to use every effort to safeguard the interest of Amazing Scents.

## 7. **The Consultant further agrees:**

- (a) The Consultant agrees not to engage in any activity that encompasses forming or making plans to form a business entity that may be deemed to be competitive with Amazing Scents. This does not prevent the Consultant from seeking or obtaining employment or other forms of business relationships with a competitor after termination of employment with Company so long as such competitor was in existence prior to the termination of relationship with the Company and the Consultant was in no way involved with the organization or formation of such competitor.
- (b) The Consultant agrees that he/she will not, either during the period of this Agreement, or for a period of 3 years after this Agreement has terminated, solicit any of Amazing Scents employees or Independent Consultants for a competing business or otherwise induce or attempt to induce such employees to terminate their employment with Amazing Scents.
- (c) For a period of 3 years following the termination of the relationship with Amazing Scents, the consultant shall not, directly or indirectly, make known to any person, firm or corporation the names or addresses of any of the customers of Amazing Scents or any other information pertaining to them, or call on, solicit, take away, or attempt to call on, solicit, or take away any customer of Amazing Scents with whom the Consultant became acquainted during the time of this Agreement, for either him or her or for any other person, firm, or corporation.
- (d) Amazing Scents owns all intellectual property used in the operation of their business. Use of this property without consent of Amazing Scents will be seen as breach of Amazing Scents intellectual property and be legally treated as such.

## 8. **The Consultant further agrees:**

- (a) To have at all times a current well-presented kit **purchased from** Amazing Scents through a reduced price scheme known as a Product Discount.
- (b) Not to offer any other products of third parties for sale at an Amazing Scents workshop.
- (c) To comply with all taxation and other laws arising from income received from this role as a Consultant of Amazing Scents.
- (d) To apply for an ABN once the Consultant's income reaches \$10,000 per annum.
- (e) To be fully aware that how he/she presents both personally and on a business level reflects on Amazing Scents and all other consultants.
- (f) That while representing Amazing Scents, he/she will in no way behave in any manner that would be deemed as compromising to the integrity of Amazing Scents.
- (g) That he/she will make it clear that they are an aromatherapy consultant and never claim to be an aromatherapist or be seen to be prescribing.
- (h) Amazing Scents does not teach, promote, suggest or in any way condone the oral ingestion of essential oils.

- (i) That he/she will not state or indicate claims for products of Amazing Scents other than those represented in its printed materials or books.
- (j) That he/she may share personal and family experiences relating to usage but in so doing must make it clear that such experiences may not always apply to others.
- (k) The Consultant may have a social media site but may not use Amazing Scents name in said site name. It is encouraged that such site will be in the format of a private group.
- (l) That he/she will use only selling materials or product information supplied by Amazing Scents. Professionally printed material is not to be amended, reproduced or photocopied without written consent from Amazing Scents.
- (m) That he/she will not re-package Amazing Scents products for sale but may mix packaged products as part of a sales presentation and gift them to a participant.
- (n) To adhere to the guidelines of Amazing Scents for the "Theme Workshops" as the basis of their presentation.

#### 9. **Consultant's Warranty**

- (a) The Consultant warrants that he/she is 18 years or older and is not an undischarged bankrupt.
- (b) A company, a registered business or partnership cannot be a Consultant, but individuals who are Independent Consultants may, subject to obtaining the consent of Amazing Scents, assign their rights of payment to a Company, business or partnership.
- (c) A consultant may not sponsor their spouse, partner or defacto but may work with them in conjunction.
- (d) Independent Consultants involved in non-conflicting businesses or who sell other products agree not to attempt to induce any Amazing Scents Consultants into such businesses or to sell such products in conjunction with Amazing Scents.

#### 10. **Remuneration**

- (a) Remuneration for the Consultant is calculated at the rates determined by Amazing Scents and clearly laid out in Amazing Scents current Business Plan.
- (b) Payment of commission will be made by EFT into nominated Bank Account on a monthly basis. This payment will be made within 3 business days from the end of month.
- (c) Royalty remuneration for the Consultant is calculated by percentages, guidelines and structures determined by Amazing Scents, as set out in the current or in a subsequent Amazing Scents Business Plan.
- (d) Amazing Scents is not liable to pay for any expenses whatsoever incurred by the Consultant.
- (e) The Consultant must pay for any transactions undertaken by them with Amazing Scents. The said transactions cannot be deducted from commissions earned from Amazing Scents other than the initial kit.

#### 11. **Duties of Amazing Scents**

- Amazing Scents agrees with the Consultant that it must; -
- (a) Supply for purchase, pamphlets, catalogues and advertising material etc. as it considers reasonably sufficient to promote sales of its products.
  - (b) Fully indemnify the Consultant against any product liability claim from a customer of the Consultant **unless such claim** arises as a result of, or is caused by or contributed to by any negligent act or omission of the Consultant or if the Consultant has meddled, interfered with, changed or added to Amazing Scents products in any manner whatsoever.

#### 12. **Property of Amazing Scents**

- (a) On termination of this agreement for any reason, or if Amazing Scents demands, the consultant must promptly return or legally/safely dispose of all pamphlets, catalogues, advertising material, customer details, credit card details and any other documents and papers relating to the business of Amazing Scents (other than any correspondence between Amazing Scents and the Consultant).
- (b) The Consultant is to pay any outstanding monies owed to Amazing Scents within five (5) days of termination of this Agreement.
- (c) To return to Amazing Scents, lists of email addresses collected of people requiring periodic advice of Amazing Scents functions or specials.

- (d) To redirect all participants of any private social media sites of Amazing Scents and shut down said sites.

#### 13. **Application of Law**

This Agreement shall be governed and interpreted in accordance with the law of the State of Victoria

#### 14. **Deferral or Refusal to Supply Applies**

Should the Consultant:

- (a) not pay Amazing Scents for the products it ordered and that were delivered in accordance with this Agreement; or
- (b) deal with Amazing Scents products with its customers that contravenes any term or condition of this Agreement; then Amazing Scents may refuse any further supply of its products to the Consultant.

#### 15. **Arbitration**

Any unresolved disputes or differences which arise between Amazing Scents and the Consultant are to be referred to a single arbitrator appointed in accordance with the provisions of the Commercial Arbitration Act of Victoria.

#### 16. **Sale of a Consultancy**

That any sale of a Consultancy requires the prior written consent of Amazing Scents. A saleable level is to a Field Leader and above as per the Business Plan. Such sale must be to a person of Field Leader Status or above as to protect the individual members.

#### 17. **Consultants Acknowledgement**

The Consultant has read and understood the above and agrees to abide by and be bound by the terms and conditions of this Agreement.

- 18. If this Agreement is signed on behalf of a company than the person signing states that he/she is fully authorised to sign on behalf of the company and has the capacity to bind the company to this Agreement.