

Independent Representative Agreement, Terms and Conditions

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

1. Amazing Scents Pty Ltd ACN 106 039 721 ("Amazing Scents") is the supplier of goods that the Representative wishes to purchase from Amazing Scents.
2. Upon the request of the Representative Amazing Scents appoints the Representative for the sale and representation of its products subject to the terms and conditions of this Agreement.

3. **Period**

This agreement commences from the date of acceptance of the Representative application by Amazing Scents and continues until it is ended by thirty (30) days written notice from either party.

4. **The agreement is conditional on:**

- (a) The Representative completing the minimum monthly sales of \$300. Failure to do so will revert the Representative back to the level of Customer, therefore negating all rewards provided in this position.
- (b) Payment of the yearly registration fee of \$30 on the anniversary of this Agreement date.
- (c) Strict adherence to all of the terms and conditions of this Agreement at all times.

5. **Relationship**

The relationship with Amazing Scents shall be solely that of a Representative and is not that of an employee or partner of Amazing Scents.

6. **Duties of the Representative**

The Representative 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) To work their business consistently to reach their desired monthly/quarterly targets.
- (c) Be appropriately attired and presented in a businesslike manner whilst representing Amazing Scents.
- (d) To promptly submit all orders for the products using Amazing Scents web based ordering system.
- (e) 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.
- (f) Not to offer the product for sale at any price other than that price fixed by Amazing Scents at the time of supply.
- (g) Not to represent to any person/organisation that in its relationship with Amazing Scents it is anything other than a Representative of Amazing Scents products.
- (h) Not to incur any liability on behalf of Amazing Scents or in any way pledge its credit or make any contract purporting to bind the company.
- (i) 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.

- (j) 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. **Representatives further Agreement**

The Representative agrees: -

- (a) To comply with all taxation and other laws arising from income received from this role as a representative of Amazing Scents.
- (b) To apply for an ABN once their income reaches \$10,000 per annum.
- (c) To be fully aware that how he/she presents both personally and on a business level reflects on Amazing Scents and all other representatives.
- (d) That he/she will make it clear that they are an aromatherapy seller and never claim to be an aromatherapist (unless qualified) or be seen to be prescribing Amazing Scents products.
- (e) Amazing Scents does not teach, promote, suggest or in any way condone the oral ingestion of essential oils.
- (f) That he/she will not state, represent or in any way indicate claims for the use of Amazing Scents products other than those represented in its printed materials or books.
- (g) That he/she/it may share personal and family experiences relating to usage but in so doing must make it clear that such experiences may not necessarily apply to others.
- (h) The Representative may have a social media site but may not use Amazing Scents name in the title of said site. The Representative is welcome to use articles from our Amazing Scents Business Page.
- (i) That he/she will use only selling materials or product information supplied by Amazing Scents. Such printed material is not to be amended, added to, reproduced or photocopied without the prior written consent from Amazing Scents.
- (j) 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.

8. **Representatives Warranty**

The Representative warrants that he/she/it is 18 years or older and is not an undischarged bankrupt.

9. A company, a registered business or partnership cannot be a Representative, but individuals who are Representatives may, subject to obtaining the prior written consent of Amazing Scents, assign their rights of payment to a company, business or partnership.

10. A Representative may not sponsor their spouse or domestic partner.

11. Representatives involved in non-conflicting businesses or who sell other products agree not to attempt to induce any Amazing Scents Consultants or Representatives into such businesses or to sell such products in conjunction with Amazing Scents.

12. Remuneration

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

13. Duties of Amazing Scents

Amazing Scents agrees with the Representative that it will; -

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

14. Property of Amazing Scents

On termination of this agreement Amazing Scents requests that the Representative (in the interest of goodwill):

- (a) Return to Amazing Scents, lists of email addresses collected of people requiring periodic advice of company functions or specials; and
- (b) Redirect all participants of any private social media sites to the company and shut down such sites.

15. Application of Law

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

16. Representatives Acknowledgement

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

17. Deferral or Refusal to Supply

Should the Representative:

- (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 Representative.

18. If this Agreement is signed on behalf of a company then 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.