



FLAVOURISTA Pty Ltd
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Tel: 1300 081 996 Email: team@flavourista.com.au

CONSULTANT Terms and Conditions of Agreement – AUSTRALIA

The following terms and conditions are mutually agreed upon by the parties:

Definitions:

In the Agreement the following words / phrases will have the meaning as follows:

Home Office means the current address of Flavourista;

Home Office Team means the management / representative of Flavourista

1. Scope of Position

- a. The "Independent Consultant" is an Independent Contractor authorised by Flavourista Pty Ltd (herein after referred to as "Flavourista" or "the company") to sell the "Flavourista" range of products to prospective customers,
- b. It is the intention of the parties that this agreement shall create an independent contractor relationship between the Independent Consultant and Flavourista. This agreement shall not be construed to create an employer/employee relationship, a principal/agent relationship, a partnership or a joint venture between the Independent Consultant and Flavourista or any other Independent Consultant associated with Flavourista,
- c. The Independent Consultant has no authority to bind Flavourista or its associated entities to any obligation and indemnifies and holds Flavourista and its associated entities harmless from any and all claims, expenses, costs, causes of action and damages resulting from or growing out of the Independent Consultant's statements or actions in violation with this agreement,
- d. The Independent Consultant is responsible for determining his or her own schedule of activities without control or direction from Flavourista. In addition, the Independent Consultant determines his or her own methods of business development and sales promotion, subject to this Agreement and the Policies Manual and Procedures Manual issued by Flavourista and the Independent Contractor will pay for items needed to operate his or her business.
- e. The Independent Consultant is authorised to perform under this agreement only once it has received written approval from an appropriate representative of Flavourista that he or she is approved as Independent Contractor. The Independent Consultant specifically acknowledges that once approved, he or she is automatically granted a Licence by Flavourista to use its intellectual property which includes but is not limited to the following: any Consultant logos, branding, trademark or intellectual property, whether registered or unregistered, packaging, design, know-how, recipes, knowledge, suppliers or manufacturer details. In the event that this agreement is terminated at any stage, the Licence granted by Flavourista will automatically cease without notice to the Independent Consultant and any use of any of the above intellectual property will be deemed unauthorized and illegal and Flavourista reserves its rights in this regard.

Applicant's Initials: _____ Date: _____

- f. Flavourista reserves the right to accept or reject, in its absolute discretion and for any reason it deems relevant, an application for registration as an Independent Consultant.
- g. A maximum of two people are allowed to have one account as a Flavourista Independent Consultant.

2. Scope of Agreement

- a. In addition to the Terms and Conditions set forth herein, this agreement also comprises the Flavourista Policies Manual, the Flavourista Consultant's Procedures Manual and the Flavourista Career Plan, all of which are hereby incorporated by reference and made part of this agreement. Both the Independent Consultant and Flavourista also agree to abide by Flavourista's Values and Code of Ethics.
- b. Flavourista may, from time to time, amend this agreement, including all documents incorporated by reference herein. Such amendments shall be incorporated into this agreement and, following a reasonable period of transition following notification of any amendments, the Independent Consultant must abide by such amendments. The Independent Consultant is deemed to have accepted any such amendment so long as he or she fails to cancel this agreement or continues to accept commissions, bonuses, or any other form of payment from Flavourista.
- c. For the purpose of ordering product at the wholesale price, an Independent Consultant is considered **Active** and eligible when they place one order per month (minimum PV of \$15) and they are considered a **Qualified Consultant** when they have minimum personal product purchases of \$100PV (\$100 RRP - recommended retail price) in any continuous three month period.
- d. This agreement is governed by Queensland Law.
- e. This agreement and the rights herein are not assignable without the express written consent of Flavourista and subject to the Independent Consultant and the proposed Assignee satisfying the conditions reasonably required by Flavourista.

3. Requirements

- a. On signing of this agreement, the Independent Consultant confirms that he or she is over 18 years of age and free to enter into this agreement,
- b. The Independent Consultant shall read and comply with all terms of this agreement, including any associated documentation as referenced as well as any amendments hereto,
- c. The Independent Consultant shall abide by any and all federal, state, or local laws with respect to the holding, advertising, or selling of products from the "Flavourista" range,
- d. The Independent Consultant shall be responsible for providing any and all information and obtaining any and all licenses required by law at his or her own expense,
- e. The Independent Consultant shall be responsible for declaring and paying any and all federal, state, and local taxes. Flavourista shall not treat the Independent Consultant as an employee for federal, state, or local tax purposes,
- f. The Independent Consultant shall be responsible for any and all expenses arising from his or her business operations including, but not limited to legal costs, telephone expenses, advertising, travel and business supplies,
- g. The Independent Consultant shall order and purchase only products that Flavourista designates as comprising the "Flavourista" range. Purchases shall be made at the current price as advised in writing by Flavourista less the Independent Consultant's percentage margin as determined in the Flavourista Career Plan (Compensation Plan),
- h. The Independent Consultant shall make payment on all purchases at time of ordering using methods as nominated in the *Flavourista Consultant's Procedures Manual*,

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- i. The Independent Consultant shall handle any and all returns of products from customers in the manner set forth in the *Flavourista Consultant's Procedures Manual*,
- j. The Independent Consultant shall not re-label, repackage, or otherwise alter the design of products from the "Flavourista" range, nor any literature provided. The Independent Consultant may place his or her business identification stamp on the exterior of packaged products and literature where it is clear that space has been designated for this purpose,
- k. The Independent Consultant shall not advertise or display products from the "Flavourista" range with or in connection with any other company's product or service,
- l. During the term of this agreement, Flavourista may supply confidential information to the Independent Consultant. All such information, whether in written or electronic format, is proprietary and confidential and is transmitted to the Independent Consultant in the strictest confidence for use solely in the Independent Consultant's business with Flavourista. The Independent Consultant must not use this information for any purpose other than promoting Flavourista and its entities and/or its products and services. The confidentiality provisions of this agreement remain in full force and effect after the termination of this agreement.
- m. The Independent Consultant must not sponsor or attempt to sponsor another Independent Consultant associated with Flavourista into another Direct Sales, MLM and/or Network Marketing Company except for his or her personally sponsored Independent Consultants. In addition, no Independent Consultant shall participate in any action that causes another Independent Consultant to be sponsored through someone else into another company. The non-solicitation provisions of this agreement remain in full force and effect after the termination of this agreement.
- n. The Independent Consultant acknowledges and agrees to at all times represent Flavourista only in such way as authorised in the Agreement, any Policy Manual or Procedures Manual and not to provide any information outside of this scope to any person in the course of its business and specifically indemnifies and releases Flavourista from any claim, liability or cause of action that may arise due to any unauthorised representation or use of information of Flavourista and further the Independent Consultant has no authority to bind Flavourista or its associated entities to any obligation and indemnifies and holds Flavourista and its associated entities harmless from any and all claims, expenses, costs, causes of action and damages resulting from or growing out of the Independent Consultant's statements or actions in violation with this agreement.
- o. The Independent Consultant shall take out insurance it deems necessary in relation to its business and acknowledges that Flavourista will not be liable to take out insurance in relation to any of the Independent Consultant's business.

4. Termination

- a. Flavourista may terminate this agreement at any time if the Independent Consultant violates requirements b, c, d, j, k, l or m, set forth in section III, and sections: 17.11,
- b. Flavourista reserves the right to refuse to sell its product to anyone considered to be acting dishonourably or in any manner detrimental to another party or which brings Flavourista and its associated brands and/or Flavourista's network of Independent Consultants into disrepute,
- c. Failure of Flavourista to enforce any of the provisions of this agreement or to fail to exercise any option to terminate shall not be construed as a waiver of such provisions and shall not affect the validity of this agreement or the right of Flavourista to subsequently enforce any provision. In the event that any provision of this agreement is determined to be invalid by a competent court of law it shall not affect the validity of the remaining terms and conditions,

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d. The Independent Consultant may terminate this agreement at any time. The Independent Consultant shall give written notice of such termination to Flavourista and shall be responsible for all obligations to Flavourista that may be outstanding at the time of termination or that may arise as a result of the Independent Consultant's actions during the course of this agreement,

e. If this agreement is terminated within 10 days of signing, the Independent Consultant shall receive a refund of the purchase price of the nominated business kit less the price of shipping. This refund shall be paid to the Independent Consultant upon return of the complete kit with all goods in a condition suitable for resale to a location specified by Flavourista. The Independent Consultant shall be responsible for any and all shipping and/or handling expenses with respect to the products returned,

f. After providing written notice to the Flavourista, the Independent Consultant may, no later than thirty (30) days after the termination of this agreement, return to Flavourista any products from the Flavourista range that are suitable for resale AND only products which were ordered and purchased from Flavourista no longer than 28 days earlier from the termination notice date and the Independent Consultant acknowledges that they will only receive the amount equal to the product price less commission and company incentives earned less team bonuses received as a result of the original sale. All personal labels with Consultant contact details must be removed and packaging must be clean and clear of any residue of the labels prior to return. Further, products that are suitable for resale are only those products listed in catalogues in circulation at the time of return to Flavourista, provided such products do not include damaged or opened products or packaging, products for which the use by or best before date has past, or products for which the ingredients and/or label has been changed. Products shall be returned to a location specified by Flavourista. The Independent Consultant shall be responsible for any and all shipping and/or handling expenses with respect to the products returned. The Independent Consultant shall be credited for any and all returns of products suitable for resale in the amount of ninety percent (90%) of the net price paid for each product. The net price of each product is the retail price for the product less either:

- (i) the Independent Consultant's average discount for the twelve previous months if the Independent Consultant has worked 12 or more successive months; or
- (ii) the Independent Consultant's average discount for the months during which the Independent Consultant made sales if the Independent Consultant has worked less than twelve (12) months,

g. On notice of termination of this agreement, the Independent Consultant must release and return to Flavourista all databases containing customer information and information pertaining to Flavourista's network of Independent Consultants and further return all intellectual property or delete and refrain from using any intellectual property of Flavourista immediately. Following notice of termination, any further contact between the Independent Consultant and customers or other parties connected with Flavourista's network of Independent Consultants requires express written consent from Flavourista.

h. Upon termination of this agreement, The Independent Consultant's sales organisation shall be transferred to the immediate **Upline Sponsor** or **Qualified** Independent Consultant. After a period of twelve months following termination, the Independent Consultant will be eligible to reapply and, upon approval, may choose a new sponsor. A reinstated Independent Consultant is not permitted to sponsor any of her original downline Organisation,

i. Flavourista reserves the right to contact any third party to advise of termination of this agreement. The Independent Consultant should refer to the *Flavourista Policies Manual*, the *Flavourista Consultant's Procedures Manual* and the *Flavourista Career Plan* if there are any further questions with respect to the terms and conditions of this agreement. Flavourista may,

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from time to time, amend the policies contained in this document and, on completion of 30 days following notification of any amendments, The Independent Consultant must abide by such amendments. The Independent Consultant is deemed to have accepted any such amendment so long as he or she fails to terminate the agreement or continues to accept commissions, bonuses, or any other form of payment from Flavourista.

Responsibility for monitoring of Flavourista communications and policy updates rests with the Independent Consultant and it is assumed that all active Independent Consultants are in receipt of communications e-mailed by the Company.

5. Disciplinary Action

a. A breach of the provisions contained in this document may result in disciplinary action including the suspension or termination of The Independent Consultant's agreement or the loss of the Independent Consultant's eligibility to receive a bonus. Flavourista reserves the right to determine the nature of the disciplinary action in accordance with the seriousness of the breach and the impact of this on Flavourista's business and/or the reputation of Flavourista.

b. Failure of Flavourista to enforce any of the provisions contained in this document or to exercise any option to terminate shall not be construed as a waiver of such provisions and shall not affect the validity of the provision or the right of Flavourista to subsequently enforce any provision.

6. Commitment

The Independent Consultant accepts responsibility for ensuring appropriate, professional promotion of products from the "Flavourista" range and the Flavourista business opportunity and agrees to:

- develop a thorough and up-to-date knowledge of all Flavourista issued materials, including the Flavourista Independent Consultant Agreement Terms and Conditions, the Flavourista Policies Manual, the Flavourista Consultant's Procedures Manual and the Flavourista Career Plan;
- make no representations, claims or guarantees concerning products or potential income other than those contained in Flavourista issued literature, as amended from time to time.
- complete training as provided and specified by Flavourista.
- take responsibility for the training and education of those Independent Consultants in their downline sales organisations, whether personally sponsored or not.
- dress appropriately in business attire when attending business presentations to further enhance the Independent Consultant's and Flavourista's professional public image.

7. Contact Details & Your Personal Information

Responsibility rests with The Independent Consultant for ensuring that their contact details as registered with the Flavourista Home Office are current at all times. The Independent Consultant consents to the release of contact details to their Sponsor and Upline Leader/s solely for the purpose of communicating for Flavourista related business. The Sponsor and Upline Leader/s may only contact the Independent Consultant solely for the purpose of communicating for Flavourista related business. The Independent Consultant consents to the release of contact details in response to a customer request for a Consultant in their area. The Independent Consultant may opt out to the release of their contact details by providing written notice to the Flavourista Home Office.

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8. Advertising and Promotion

- a. Any and all advertising or forms of display to be used for the sale of products from the Flavourista range must be expressly approved in writing by Flavourista and comply with the Flavourista *Policies Manual*.
- b. The Independent Consultant may run advertisements supplied by Flavourista at his or her discretion, but must not alter the artwork provided by Flavourista in any way.
- c. The Independent Consultant may display products from the Flavourista range for sale and may otherwise use the Flavourista name in advertising only if the Independent Consultant remains approved by Flavourista as Independent Consultant duly qualified and active.
- d. The Flavourista name and its associated branding elements must never be altered from the current prescribed design as depicted on promotional material in circulation at the time of use.

9. Sales and Promotional Materials

- a. The Independent Consultant may produce printed or electronic materials to assist with the operation of his or her business providing these materials comply with all relevant laws and the requirements of this agreement. Prior to the use of these materials, express written permission must be obtained from Flavourista if the materials contain Flavourista logos or associated trademarks including the Flavourista name, any images from Flavourista's materials or any claim about Flavourista, its operations or any of its products. Approval is subject to a strict review process and may take up to 10 working days.
- b. Flavourista will produce and make available to the Independent Consultant certain materials that will assist in building the Independent Consultant's business. The Independent Consultant may add contact information to these materials only where space is clearly provided for this purpose. No further modification of these materials is permitted without the express written permission from Flavourista.
- c. Some materials will be made available for the Independent Consultant to download online and reproduce at will. It is the responsibility of the Independent Consultant to ensure that only current materials are used and that electronic copies of superseded materials are discarded.
- d. Other materials will be made available only through purchase from Flavourista. Flavourista will produce and offer for sale at a reasonable price high quality, effective and professional materials that uphold presentation standards and compliment the Independent Consultant's business.
- e. Where professionally printed materials are available for purchase, low resolution files will be made available to the Independent Consultant for the express purpose of electronic distribution. The Independent Consultant may not reproduce or modify these materials in any way.

10. Media and Public Relations

All inquiries from media organisations and/or a representative of a media organisation must, without exception, be referred to Flavourista's Home Office Team. The Independent Consultant must not initiate contact with or provide comment to any media organisation and/or a representative of a media organisation without prior written authorisation from Flavourista. Any media coverage of Flavourista should be immediately reported to the Company and, where possible, copies of articles forwarded to Home Office.

11. Corporate Facilitated Promotion

Flavourista will, at its absolute discretion, implement advertising on a local, state-wide or national level for the benefit of all Independent Consultants. Customer leads generated by this advertising activity will be distributed to Leaders and above in the appropriate geographical area. Customer contact and follow-up will be periodically monitored by Flavourista to ensure service levels are maintained. Failure to follow-up customer leads may, at Flavourista's discretion; result in the Independent Consultant ceasing to receive distribution of leads.

12. Advertising and Promotional Material

- a. The Independent Consultant may produce advertising and promotional materials to assist with the development of his or her business providing these materials comply with all relevant laws and the requirements of this agreement.
- b. Prior to the use of these materials, express written permission must be obtained from Flavourista if the materials contain Flavourista logos or associated trademarks including the Flavourista name, any images from Flavourista's materials or any claim about Flavourista, its operations or any of its products. Approval is subject to a review process and may take up to 10 working days.

13. Use of Company Name and Logo

- a. Subject to the approval of the Independent Consultant by Flavourista and the License granted automatically upon such approval, the Independent Consultant may use the Independent Flavourista Consultant name or logo in directory listings and on business cards or letterhead, providing these are accompanied by the words "Independent Consultant."
- b. No other use of the Company name or logo is permitted without prior written consent of the Company. The Company's name may not be used with the name of any other direct sales company in any way.

14. Telephone, Email and Fax Communication

- a. The Independent Consultant is not permitted to answer their phone in any manner that may lead a caller to believe that they have reached the corporate office of Flavourista.
- b. Independent Consultants must comply with all applicable laws, regulations and rules relating to their telemarketing activities. While Independent Consultants may not consider themselves a "telemarketer" in the traditional sense of the word, regulations broadly define "telemarketer" and "telemarketing" so that your inadvertent action of contacting someone whose telephone, email or fax number is listed on a "do not call" registry or list could cause you to violate applicable law. Moreover, these regulations must not be taken lightly, as they carry significant penalties. Therefore, you must not engage in telemarketing relative to the operation of your Flavourista business except in accordance with the rules in the attached Exhibit A.

15. Directory Listings

Directory listings must be under the approved format as follows:

'Independent Flavourista Consultant'

Name, Address, Phone number, Email, Website

Applicant's Initials: _____ Date: _____

16. Image / Video / Testimonial Release

- a. The Independent Consultant grants permission for Flavourista or any contractor or agent of Flavourista to use his or her physical likeness and/or vocal recordings in film, video or photographic use, without restriction in any communication medium, for present or future use.
- b. The Independent Consultant understands that any recordings may be edited however Flavourista warrants that the recordings will not be edited so as to misrepresent the Independent Consultant or to alter the meaning of the Independent Consultant's contributions.
- c. The Independent Consultant understands that Flavourista will not incur any liability for payment to any person or organisation through the use of recordings of the Independent Consultant.
- d. This indemnity and release of Flavourista remains in full force and effect and does not merge in any way after the termination of this agreement.

17. INTERNET AND SOCIAL MEDIA USE

17.1. Consultant Replicated Website

Flavourista will provide to all Independent Consultants a "Consultant Replicated Website" which will provide the Independent Consultant with a website with the functionality and branding of the corporate website and allow personalised online contact with customers including secure shopping cart facilities.

17.2. External Websites

- a. The Independent Consultant may develop an external website, blog or social media fan page to personalise his or her Flavourista business and promote the Flavourista opportunity.
- B. These must be registered with Flavourista prior to "going live". Application for registration is via e-mail to Flavourista's Home Office Team with the subject heading "*Request registration of external website*" and providing a link to relevant website. Notification from Flavourista will be provided in writing within 2 working days.
- b. Blogs, websites and fan pages developed by The Independent Consultant or others primarily for other purposes but that merely mention Flavourista do not need to be registered.
- c. External websites, blogs and social media fan pages must clearly designate The Independent Consultant as the administrator and contain no suggestion of official affiliation with the Flavourista corporate website or any website of Flavourista's associated brands. External websites, blogs and social media fan pages must not promote or provide reference to other products, business opportunities, events, or services other than the Flavourista opportunity and product range.
- d. The Independent Consultant must, within seven days, remove from any registered external website blog or social media fan page any content, trademarks or branding as requested in writing by Flavourista or upon voluntary or involuntary termination of the Consultant Agreement.

17.3. Team Web Sites

Team websites or Social Media Groups may be used for the purposes of networking, communication and training among team members. Team websites will be regarded as external websites and are subject to the provision of registration as detailed above. Access to team websites must be password protected to safeguard sensitive, confidential and company specific information. Flavourista may, from time to time, need to be granted access to all Team websites and Social Media Groups.

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17.4. Social Networking Pages

The Independent Consultant may use social networking sites (e.g. Facebook, Instagram, MySpace, LinkedIn, Twitter, blogs, forums and other social shared-interest sites) to share information about the Flavourista business opportunity, prospecting, sponsoring, booking parties and promoting products for purchase. The approved naming for the Facebook business page for an Independent Flavourista Consultant is : “*First Name Last Name – Independent Flavourista Consultant*”. At all times you must refer to yourself as an “Independent Flavourista Consultant”.

17.5. Domain Names, Online Aliases, Blogspot titles and Social Media Page names

- a. The Independent Consultant is not permitted to use or register any names brands or trademarks of Flavourista or its associated companies, including “Flavourista”, or any derivatives, for any Internet domain name, URL address, online alias, blogspot or social media page name except by adding The Independent Consultant’s name to the title (e.g. Sally Smith – Independent Flavourista Consultant.)
- b. The Independent Consultant is not permitted to use or register domain names or online aliases that could cause confusion or be misleading or deceptive, that may cause individuals to believe or assume the communication is from, or the property of, Flavourista or its associated companies.
- c. The Independent Consultant is not permitted to link any online activity to any destination URL that may cause individuals to believe or assume they have been led to a corporate Flavourista site or be inappropriate or misleading in any way.
- d. The Independent Consultant is permitted to use only their own image or an approved logo of Flavourista as a profile image.
- e. No image provided to you by Flavourista may be altered in any way. This includes images for Social Media use.

17.6. E-mail addresses and signatures

The Independent Consultant may use Flavourista, approved derivatives of this brand or letter combinations as part of an e-mail address for Flavourista business related correspondence. Examples of permitted use in e-mail addresses are: SallyFlavourista@hotmail.com ; YourFlavouristaConsultant@gmail.com ; FlavouristaSally@yahoo.com.

Email signatures must clearly identify that The Independent Consultant is indeed independent and not authorised to make representations on behalf of Flavourista. The Independent Consultant must ensure that any titles used in an email signature are only those officially granted by Flavourista e.g. “*Independent Flavourista Consultant*” or “*Flavourista Five Star Leader*”.

17.7. Online Sale of Product

With the exception of an official, Flavourista administered, consultant replicated website, the online sale of products from the Flavourista range is not permitted including sale through a shopping cart or any other e-commerce system hosted by a registered external website or any other website except through company approved websites. The online sale of products from the Flavourista range or products which are or have previously featured in the Flavourista range via online classified advertisements, dipping, raffles or auction facilities is not permitted.

17.8. Online Conduct

- a. In all online communication, reasonable steps must be taken to clarify that The Independent Consultant is indeed independent and not authorised to make representations on behalf of Flavourista or any associated company.

Applicant's Initials: _____ Date: _____

- b. External websites, blogs and social media pages that promote the Flavourista opportunity and/or range of products must not feature content about any other direct sales business opportunity or product range.
- c. Inappropriate, profane, discriminatory or vulgar comments, conversations, applications, images, videos, audio files or other content is not permitted in any online environment that may be associated with Flavourista or any of its associated brands. Flavourista reserves the right to determine, at its sole discretion, if online activity reflects poorly on the company or any of its associated brands and to take disciplinary action against The Independent Consultant/s responsible for the activity.
- d. Online activities that mislead or are deceptive, regardless of intent, will not be permitted.
- e. This includes but is not limited to spam linking (or blog spam), unethical search engine optimisation (SEO) tactics, misleading click-through ads, unapproved banner ads, and unauthorised press releases. Flavourista reserves the right to determine, at its sole discretion, the capacity for specific activities to mislead or deceive and to take disciplinary action against The Independent Consultant/s responsible for the activity.
- f. The use of deceptive subject lines and/or false header information is prohibited.
- g. All opt-out requests, whether received by SMS, email or regular mail, must be honored. If an Independent Consultant receives an opt-out request from someone in their database, the Independent Consultant must forward the opt-out request to the Company. Flavourista may periodically send emails to customers on behalf of Independent Consultants. By entering into the agreement, the Independent Consultant agrees that Flavourista may send such emails, and that the Independent Consultant's email address will be included in such emails as outlined above. Independent Consultants shall honor opt-out requests generated as a result of such emails sent by Flavourista.
- h. It is the Independent Consultant's responsibility to ensure that online conduct complies with all relevant laws including, but not limited to applicable privacy laws governing the collection, use and disclosure of personal information and anti-spam laws.

17.9. Digital Media

- a. The Independent Consultant may produce original video, audio or photo content to assist with the development of his or her business providing these materials comply with all relevant laws and the requirements of this agreement. Prior to the use of these materials, express written permission must be obtained from Flavourista if the materials contain Flavourista logos or associated trademarks including the Flavourista name, any images from Flavourista materials or any claim about or reference to Flavourista, its operations or any of its products. Approval is subject to a strict review process and may take up to 3 working days.
- b. The Independent Consultant is not permitted to distribute digital media of any form received from Flavourista or captured at official Flavourista events without prior written permission from Flavourista.

17.10. Online Directory Listings

Directory listings must be under the approved format as follows:

"Flavourista Independent Consultant"

Name, Address, Phone number, Email, Website.

17.11. Disclosure of Log-in Details

As an Independent Consultant with Flavourista, you are provided with an official, Flavourista administered, replicated website and log in details. If you disclose your log-in details to anyone other than your Upline Leader or the Flavourista Home Office or Home Office Team, this agreement will be terminated.

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18. Product Sales

18.1 No Inventory and Purchasing Requirements

The only purchase required to start a business as a Flavourista Independent Consultant is the purchase of a currently available Business Kit (which is purchased at the cost of the Independent Consultant). No specific inventory requirements exist in order to maintain status as an active Independent Consultant.

a. The Independent Consultant is permitted to promote products from the Flavourista range, the Flavourista business opportunity and any associated literature at markets, fairs, exhibitions and trade shows providing that the Independent Consultant does not advertise or display these with or in connection with any other company's products or service.

b. The Independent Consultant must ensure that all documentation associated with a booking at such an event is in the Independent Consultant's name, includes the identifying statement "a Flavourista Independent Consultant" and in no way assigns responsibility to Flavourista or its associated entities.

c. Any such market hosted, exhibitions and trade shows will be strictly held on the basis that: -

The Independent Consultant has no authority to bind Flavourista or its associated entities to any obligation and indemnifies and holds Flavourista and its associated entities harmless from any and all claims, expenses, costs, causes of action and damages resulting from or growing out of the Independent Consultant's statements or actions in violation with this agreement.

d. Only one Flavourista booth can be registered at any event. Responsibility rests with the Independent Consultant to check that no other booking has been made prior to registering for an event. In the event that more than one Independent Consultant registers for the same event, only the first Independent Consultant to register with the correct identifying information shall be permitted to promote products from the Flavourista range and the Flavourista business opportunity at the event.

e. Any costs incurred with cancellation of registration under the clause above or for any other reason is the responsibility of the Independent Consultant.

d. Responsibility rests with the Independent Consultant for ensuring personal compliance, and the compliance of any other person attending the booth, with any policies, regulations and procedures as dictated by the organising entity for any such event. The booth must be attended at all times by an active Independent Consultant. The Independent Consultant is also responsible all other aspects of participation in the event. Violation of this clause may result in the withdrawal of permission by Flavourista for the Independent Consultant to promote the Flavourista range and business opportunity at subsequent events and/or termination of this agreement by Flavourista.

e. Flavourista reserves the right to be the sole representative of Flavourista at major metropolitan events and events staged under nationally recognised brands. In the event that the Independent Consultant has proceeded with a booking for such an event prior to Flavourista, the consultant must then transfer or cancel the booking at Flavourista's request.

18.3 Retail Outlets

a. The Independent Consultant is not permitted to sell or display products from the Flavourista range, the Flavourista business opportunity or any associated literature in any fixed location retail outlet without express written permission from Flavourista.

b. The Independent Consultant is not permitted to sell or display products from the Flavourista range or any associated literature to any person who will ultimately sell products or services through a fixed location retail outlet.

18.4 Retail Pricing

a. Flavourista publishes a recommended retail price (RRP) for each of its products. The Independent Consultant is under no obligation to sell Flavourista products at RRP, however deviation from RRP will not alter the amount due to be paid to Flavourista under Clause G of the consultant agreement which reads:

b. The Independent Consultant shall order and purchase only products that Flavourista designates as comprising the Flavourista range. Purchases shall be made at the current price as advised in writing by Flavourista less the Independent Consultant's percentage margin as determined in the Flavourista Career Plan.

18.5 Product Guarantee

a. Flavourista cannot guarantee or accept for replacement product or business supplies purchased from sources other than the Flavourista Home Office.

b. Flavourista cannot guarantee or accept for replacement product or business supplies that have been imprinted with the Flavourista logo, or other associated branding elements, by sources other than Flavourista.

18.6 Sponsoring

a. Subject to the prior written notice to Flavourista and its written authorization the Independent Consultant may choose, but is not required, to sponsor another person wanting to become an Independent Consultant providing The Independent Consultant is in good standing with Flavourista. Compensation under the plan is not paid solely for sponsoring new Independent Consultants. Sponsoring or recruiting others into the plan is simply the method of developing a team or downline. The plan is based on retail sales.

b. In the event that more than one Independent Consultant sponsors a prospective Independent Consultant an evaluation will be necessary to determine who has the sponsoring right. The date on the application form will be the first criteria for evaluation and Flavourista will use its best judgment to determine who the sponsor will be.

c. The Independent Consultant may have only one sponsor and may only participate in one sales organisation within the Flavourista network of consultants.

d. The Independent Consultant is not permitted to sponsor a spouse or defacto partner – or any other person living at their same address – to operate as an independent business.

18.7 Mentoring Responsibilities

a. Any Independent Consultant who sponsors another Independent Consultant has an obligation to fulfil a genuine supervisory and mentoring function with the ultimate goal of developing the skills of the downline Independent Consultant. By choosing to sponsor The Independent Consultant commits to ongoing contact, communication and management of the downline sales organisation.

b. Examples of such supervision and mentoring may include, but are not limited to: newsletters; written correspondence; personal meetings; telephone contact; electronic mail; prompt response to downline enquiries; training sessions; accompanying individuals to Flavourista provided training and sharing genealogy information with those sponsored. The Independent Consultant may be required to provide to Flavourista on a regular basis evidence of ongoing fulfilment of sponsoring and mentoring responsibilities.

c. Flavourista accepts responsibility for the protection of sponsoring relationships within the organisation and breach of this clause by the Independent Consultant will result in disciplinary action which may comprise redistribution of the downline at Flavourista's discretion and or termination of this agreement.

18.8 Supporting Your Downline

- a. By sponsoring a new Independent Consultant into the business, the Independent Consultant accepts responsibility for the training and support of the new Independent Consultant and must be reasonably available to support those in the downline organisation.
- b. As a sponsor, it is the responsibility of each Independent Consultant to answer all questions within their capacity asked by their downline. In the event the question cannot be answered, the questions should be directed to the upline leader, and eventually to the appropriate representative of Flavourista Home Office.
- c. As a leader, the Independent Consultant accepts responsibility for:
 - the training and support of those at any level of their downline who wish to begin sponsoring other Independent Consultants.
 - monitoring the attendance of their downline at Flavourista provided training
 - maintaining regular contact with their downline
 - ensuring their downline are adequately informed of Home Office information

19. No Territories or Franchises

Flavourista does not grant exclusive rights, territories or franchises to anyone for the promotion and distribution of the Flavourista product range and business opportunity. This Agreement is not to be construed in any way as a Franchise Agreement or Licence Agreement, save for the Licence being granted to the Independent Consultant solely to use Flavourista's Intellectual property while approved as such. The Independent Consultant is not permitted to represent to anyone that any exclusive rights, territories or franchises are available and has no authority to grant exclusive rights for the Flavourista product range and business opportunity to anyone.

20. Income Examples

- a. Income examples as expressed in Flavourista supplied literature, are strictly meant to illustrate how commissions are earned in the Flavourista Compensation Plan. **EXAMPLES ARE NOT MEANT AS INCOME PROJECTIONS**, nor are they indicative of an Independent Consultant's existing or future income.
- b. The Independent Consultant may only present income examples as included in Flavourista supplied literature. This restriction includes the provision of projections based solely on mathematical projections without regard to probable sales success.
- c. The Independent Consultant understands that it is unlawful to make false or misleading representations as to income and/or potential income and also understands that they are not guaranteed a specific income.
- d. Because Flavourista Independent Consultants do not have the data necessary to comply with the legal requirements for making income claims, an Independent Consultant, when presenting or discussing the Flavourista opportunity or Compensation Plan to a prospective Independent Consultant, may not make income projections or income claims, or disclose his or her Flavourista income (including, but not limited to, the showing of cheques, copies of cheques, bank statements, tax records or Back Office printouts).
- e. The terms "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of actual earnings, (2) statements of projected earnings, (3) statements of earnings ranges, (4) income testimonials, and (5) hypothetical claims.
- f. Independent Consultants will clearly state in all presentations to prospective Independent Consultants the following:

- (a) No product purchase is required of anyone at any time to participate as an Independent Consultant, move up in rank under the program or earn commissions or bonuses thereunder.
- (b) Commissions will not be provided solely for sponsoring a new Independent Consultant.
- g. In all presentations to prospective Independent Consultants, the most current “Independent Consultant Compensation Summary” shall be provided to such prospects. The Independent Consultant Compensation Summary will change from time to time to reflect updates in compensation figures.
- h. Independent Consultants shall make clear to prospective Independent Consultants that (i) profits are not guaranteed and that the Compensation Plan is based upon sales of products, and (ii) the financial success of an Independent Consultant depends entirely upon that Independent Consultant’s individual effort, dedication, and the training and supervision the Independent Consultant provides to his or her downline.
- i. Breach of his clause will result in termination of this agreement.

21. Qualifications

For the purpose of calculating commissions, bonuses, rebates and qualifications a “retail sale” is a sale to an individual who is not a participant in the Flavourista Compensation Plan. The Independent Consultant is not permitted to purchase products solely for qualification under the Compensation Plan and doing so will result in disciplinary action that may include refusal of supply, withholding of a bonus or rebate and/or termination of this agreement.

22. Corporations, Sole Proprietorships and Partnerships

Corporations, Trusts, Sole Proprietorships and Partnerships may apply to become a *Corporate or Trust Independent Consultant* providing an individual is designated as the responsible party for the entity’s actions and signs the application. In this case the application must be undertaken with the signatory authorised as the representative party. Commission and Bonuses will be made payable to the business entity, but the individual’s name will be used for recognition and incentives. All partners, shareholders, members, managers, trustees or other parties with any ownership interest in, or management responsibilities for the entity shall be jointly and severally liable for any indebtedness or other obligation under the agreement, to Flavourista, and the Independent Consultant shall cause such parties to sign such documents to confirm such liability upon Flavourista’s request. Partners may not be individual Independent Consultants, nor partners, principals, or shareholders of another Corporate or Trust Independent Consultant.

Active Independent Consultants may change their status from Independent Consultant or Partnership to a Corporate or Trust Independent Consultant under their existing sponsor. This change in status may take up to 10 working days and will become effective on the first of the month immediately following Flavourista’s written acceptance of this request. Please note that Flavourista may require notarised documents before implementing any changes to a Flavourista business – a process that may take up to 30 days to complete following receipt of the request.

23. Transfer by Bequest

- a. The Independent Consultant may not assign or transfer their business in any way including by bequeathing same to a member of their immediate family unless such assignment

or transfer is first approved by Flavourista in writing and such reasonable terms and conditions of Flavourista is satisfied.

b. Upon the death, retirement or incapacity of the Independent Consultant, the Independent Consultant's position and all rights will cease as the personal Licence to use intellectual property of Flavourista ceases and Flavourista will have the absolute discretion to consent to these rights to be granted to a legal successor of the Independent Consultant.

c. In order to effect the bequest, Flavourista will require photocopies of the death certificate (or a doctor's statement) and a certified will, court order or other appropriate legal documentation, unless arranged otherwise on a case by case basis with Flavourista where all parties agree in writing. The assignee must complete and sign a Consultant Registration Application. The assignee is authorised to perform under this agreement only on receipt of acceptance in writing from an appropriate representative of Flavourista.

24. Unethical / Unconscionable Activity and Behaviour

Flavourista will not permit activity that it considers, at its discretion, unethical or unprofessional or activity, which discredits Flavourista or Flavourista's associated companies, brands including Flavourista goodwill or products. Flavourista will intercede when it deems such behaviour is evident, up to and including disciplinary action, termination, injunction or legal action. Flavourista reserves the right to use its sole judgment in deciding whether specific Independent Consultant activities are inappropriate and, if determined to be so, will act accordingly. On signing of this agreement, The Independent Consultant agrees to conduct his or her business in an ethical and honest manner and to uphold the integrity of Flavourista, Flavourista's associated companies, brands including Flavourista goodwill or products.

Examples of such activities include but are not limited to:

- promoting other companies products at any Flavourista functions
- use of Flavourista or associated brands, printed materials, forms, prestige or drawing power in conjunction with or in support of any other activities.
- placing orders/generating sales volume under other Independent Consultants for the purposes of promotion of them or yourself, winning a contest or otherwise manipulating the compensation plan to pay out more than has been earned by authentic retail sales or sponsoring of the Independent Consultants involved. This includes purchasing product that is not reasonable and necessary for your personal business,
- using Flavourista supplied information and reports for other than intended purposes.
- sponsoring or attempting to sponsor or approach another Flavourista Independent Consultant group about another Direct Sales, Multi- Level Marketing and/or Network Marketing Company except for your personally sponsored Independent Consultants.
- participating in any action that causes another Independent Consultant to be sponsored or recruited through into another Direct Sales, Multi- Level Marketing and/or Network Marketing Company.
- making false claims or incorrect representations of any nature;
- participating in any conduct that discredits Flavourista, Flavourista's associated companies, brands, including Flavourista, goodwill or products, or other Flavourista Independent Consultants.
- participating in any conduct that violates the law.

25. ACTIVE CONSULTANT

Active status is achieved when you have a total of 15 or more in personal volume each month. **Qualified** status is achieved when you have a total of 100 in personal volume or more

Applicant's Initials: _____ Date: _____

