

Independent Consultant registration form

Version 1/10/16 ENG

Annique

HEALTH AND BEAUTY

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South Africa + 27 12 345 9800 fax 086 584 7832
registrations@annique.com www.annique.co.za
K2014/144230 t/a Annique Health and Beauty
Reg. No. 2014/144230/07

HOW TO REGISTER

1. Complete ALL the details neatly and sign (with a black pen) the Annique registration form with your Sponsor's assistance to apply for an Annique Independent Distributorship.
2. Ensure that your Sponsor's details are completed in full on the form before sending it to Annique.

OTHER DOCUMENTS REQUIRED

- Signed registration form (with Sponsor details);
- Copy of your ID-document;
- Order for your First-time kit

FAX / EMAIL REGISTRATION

We will accept all the above documentation via fax or email.

The original documentation has to be mailed or delivered to Annique.

Compulsory field:

ADDITIONAL DISCOUNT DEPOSIT

Name of account holder
Type of account (NO credit card accounts)
Bank name
Account number
Branch number

TERMS & CONDITIONS to facilitate the crediting of your account with additional discount:

I authorise **Annique Health and Beauty** to electronically credit my bank account with additional discount subject to the following conditions:

1. Additional discount payments are made on or before the 25th of the next month;
2. I agree to pay a service fee in the event of a charge being levied against Annique as a result of non-payment of my credit card or my account.
3. These bank details will remain in effect until altered by or terminated by myself in writing.
4. This Independent Consultant Agreement shall remain in full force and effect until terminated by myself or Annique in writing.
5. I agree to the Terms & Conditions and Policies and Procedures of Annique Health and Beauty as detailed on the reverse side, in order to qualify for additional discount.
6. I understand that all tax and VAT is for my own account and responsibility and that I must comply with the law of the land.
7. I understand that I must pay an administration fee for each invoice.

WITNESS:

Signed for and on behalf of
Annique Health and Beauty

COMPULSORY FIELD

I confirm that I have received an Introductory Training session from my Annique Sponsor before signing on as an Annique Consultant:

Title: Mr Mrs Miss Dr Prof Language: Afr. Eng. Other

Race: Black Coloured Indian White Other Male/Female:

Applicant's SURNAME

Applicant's FULL BIRTH NAMES

Preferred NAME

ID-Number

Passport Number (if not RSA citizen) Country

Date of birth Single Married

Husband / Wife / Partner's NAME and SURNAME

Husband / Wife / Partner's Cell and Email:

Postal address Code

Street number and name
Unit number and name (if applicable)
Suburb
City Province
Country Code

Tel (home/work)
Tel (cellphone)
Fax

e-Mail
I would like to receive Annique information via: SMS e-Mail

Original joining date

I have read and fully understand the Terms and Conditions of my relationship with Annique as set forth on the reverse side of this Registration Form and in the Policies, Procedures and Principles Document as outlined in the Success Guide and by signing this Registration Form, I agree to be bound and strictly abide by them should my application be successful.

Signed by Applicant and date Date

CONSULTANT REGISTRATION NUMBER
For office use only

SPONSOR INFORMATION
Sponsor registration number

Surname and First Name of SPONSOR:

INDEPENDENT CONSULTANT AGREEMENT

Between

K2014144230 t/a ANNIQUE HEALTH AND BEAUTY

(Registration number: 2014/144230/07)

(hereinafter referred to as "Annique")

and

THE INDEPENDENT CONSULTANT AS SET OUT IN ANNEXURE "A"

in respect of Your Annique Business

1. INTRODUCTION

1.1 Annique conducts a multi-level marketing business as described in the Success Guide and referred to as the Annique Business.
1.2 This Independent Consultant Agreement sets out the terms and conditions upon which You, the Independent Consultant, will participate in the Annique Business.

2. DEFINITIONS

2.1 Except where a word or phrase is defined in this Agreement, terms defined in the Success Guide will apply in the interpretation of this Agreement.
2.2 In the event that a conflict exist between the terms and conditions detailed in this Agreement and those terms and conditions contained in the Success Guide, the terms and conditions specified in this Agreement will prevail.

2.3 The following terms will have the following meanings:
Acceptance: acceptance of You as an Independent Consultant in terms of the procedure set out in the Success Guide;
Agreement: this agreement; the Success Guide and the registration form;

Annique: Annique Health and Beauty Proprietary Limited, a company registered in terms of the Company's Act in the Republic of South Africa, (with registration number 2014/144230/07);
Annique Profit Plan: the Annique profit plan that determines the Volume Discounts on personal sales and group sales volumes and other incentives attributable to Independent Consultants, as set out in the Success Guide;

Annique Business: the Annique business opportunity and reward structure of Sponsor/Promoter and Downlines, as more fully described and explained in the Success Guide;
Annique Products: products sold by Annique;
CPA: Consumer Protection Act, No 68 of 2008, as amended from time to time;

Days: any day of the week excluding Saturdays, Sundays and public holidays;
Independent Consultant, You, Yourself: You as signatory to this Agreement whose full name appears below your signature;

Registration Form: the Registration Form that You are required to complete prior to enrolling in the Annique Business and to which this Agreement is attached;
Sponsor/Promoter Support Services: the support services that You provide to Your Downline/s and Your Sponsor/Promoter provides to You, as set out in the Success Guide;

Success Guide: the Annique business guide giving comprehensive details of the Annique Business;
VAT: Value Added Tax; and
Volume Discounts: Additional Discounts in the Annique Profit Plan

3. CONTRACTUAL ARRANGEMENTS

3.1 This Agreement, the Success Guide and the Registration Form govern the arrangements between You and Annique in respect of the Annique Business (including the sale of Annique Products)
3.2 By signing this Agreement, You confirm that You have received and read the Success Guide and the Registration Form and agree to be bound by the terms and conditions of this Agreement, the Registration Form and the Success Guide respectively.

3.3 In the event of a conflict between what is set out in this Agreement and the Success Guide, the terms and conditions of this Agreement will prevail.
3.4 You are specifically referred to the "Amendments" section in the Success Guide with regard to the process that will be followed by Annique in amending the Success Guide.

4. COOLING OFF PERIOD

You may cancel this agreement in writing, within 5 (FIVE) business days of signing it, and return all Annique products already delivered to you within 10 (TEN) business days from date of delivery to you. You also need to return all promotional material to us. The "returned goods" must be unopened and in a resalable condition. Should goods be opened and/or used Annique retains the right to charge reasonable restoration and/or repackaging costs.
Annique will reimburse you for the costs of the returned goods (less any restoration and/or repackaging costs as stated above) and less shipping and handling charges as set out in the Success Guide.

5. THE ANNIQUE BUSINESS

5.1 You will participate in the Annique Business as an Independent Consultant and You will conduct Your Annique Business in accordance with the Terms and Conditions outlined in the Success Guide.
5.2 As an Independent Consultant, You will amongst other things— receive the benefits and rewards outlined in the Success Guide and in the Profit Plan. Should you wish to participate in the Annique Leadership program you must recruit consultants and maintain the network structure as detailed in the Profit Plan;

5.2.2 sell Annique Products to Your customers;
5.2.3 provide the Sponsor/Promoter Support Services to Your Downline/s as set out in the Success Guide;

5.2.4 receive Sponsor/Promoter Support Services from Your Sponsor/Promoter on the basis set out in the Success Guide;

5.2.5 participate in the Annique Profit Plan.

5.3 Your appointment as an Independent Consultant, whether expressed or implied, will not be construed as creating a relationship of employer and employee between You and Annique. It is recorded that You are an independent contractor and not an employee of Annique and, as such are, not entitled to any of the benefits available to Annique's employees. Accordingly, You will acquire no rights in respect of redundancy or retrenchment and accordingly no retrenchment procedures will be followed on termination of this Agreement for any reason whatsoever.

5.4 You acknowledge that You are not an agent of Annique and will have no authority to bind Annique in any way or to incur any debt or other liability or to obtain any credit facilities, either in the name of or on behalf of Annique.

6. SERVICES RENDERED BY YOUR SPONSOR/PROMOTER

6.1 Your Sponsor/Promoter will render the Sponsor/Promoter Support Services to You, independently of Annique, as set out in the Success Guide.
6.2 As consideration for the Sponsor/Promoter Support Services, You will cede, from time to time, some or all of Your rights to receive Additional Discounts to Your Sponsor/Promoter in terms of the Annique Profit Plan ("Sponsor Cessions").

6.3 The Sponsor Cessions referred to in Clause 6.2 above, are stipulations made in favour of Your Sponsor/Promoter which Sponsor Cessions will be considered to have been made by You and accepted by Your Sponsor/Promoter.
7. SERVICES RENDERED BY YOU

7.1 You will render the Sponsor/Promoter Support Services to Your Downline/s independently of Annique as set out in the Success Guide.
7.2 In rendering the Sponsor/Promoter Support Services to Your Downline/s, You will comply with all the provisions of the CPA as may be applicable to such services rendered.

7.3 As consideration for the Sponsor/Promoter Support Services rendered by You to Your Downline/s, You will be entitled to a fee based on the Additional Discounts which will be determined and paid in accordance with the Annique Profit Plan. In this regard, Your Downline/s will cede

some or all of their rights to receive Additional Discounts from Annique to You ("Downline Cessions"). You will be deemed to have accepted the Downline Cessions.

8. CESSION ARRANGEMENTS

8.1 You hereby appoint Annique to administer the Sponsor Cessions and Downline Cessions (as the case may be) on Your behalf.
8.2 Annique consents to the administration of Sponsor Cessions and Downline Cessions notwithstanding that such cession will have the effect of splitting claims against Annique in respect of the Additional Discounts.

8.3 Payments to You in terms of the Downline Cessions will be in accordance with the Annique Profit Plan.
9. DELIVERY OF AND PAYMENT FOR ANNIQUE PRODUCTS

You hereby undertake to ensure that You will adhere to the provisions of the Success Guide relating to the supply of and payment for Annique Products.
10. DURATION OF AGREEMENT

Subject to clauses 16 and 17, this Agreement is valid from the date of Your Acceptance as an Independent Consultant.
11. TRANSFERRING SPONSORSHIP

11.1 You will only be permitted to change Your Sponsor/Promoter under exceptional circumstances, with the prior written permission of Annique and Your immediate Sponsor/Promoter and in accordance with the procedures set out in the Success Guide.
11.2 Where applicable, the rights and obligations of Your Sponsor/Promoter, in terms of this Agreement, will be automatically assigned to Your new Sponsor/Promoter on transfer if this concession is permitted.

12. SALE OF ANNIQUE BUSINESS

You may only sell Your Annique Business with the prior written approval of Annique and on the terms and conditions set out in the Success Guide.
13. HEIRS AND FUTURE SUCCESSORS-IN-TITLE

Your Annique Business may only be transferred to Your heirs and future successors-in-title with the prior written approval of Annique, which prior written approval shall not unreasonably be withheld and on the terms and conditions set out in the Success Guide.
14. SALE OF NON-ANNIQUE PRODUCTS

14.1 As an Independent Consultant, at or above the level of Manager, You are not allowed to sell any other products or product ranges of a similar nature, type and / or description to the Annique Products whether personally or through other Independent Consultants.
14.2 As an Independent Consultant at or above the level of Manager, You are not allowed to become an Independent Consultant for a multi-level marketing, or direct selling company dealing in competitive products with Annique which restrictions and limitations are as more fully set out in more detail in the Success Guide.

15. BREACH OF AGREEMENT

15.1 Should You or Annique fail to comply with any of Your respective obligations in terms of this Agreement and/or the Success Guide, and fail to remedy such breach (other than a material breach as contemplated in 15.4) within 20 calendar days after receiving written notice from the other party to do so, the other party may, in addition to all other remedies at law, and without prejudice to its rights to claim damages or specific performance, elect to cancel this Agreement, in which case should Annique cancel this Agreement and without prejudice to any of Annique's other rights, the provisions of clause 15.3.1 will apply.
15.2 In addition to the remedies set out in 15.1, where You have committed a breach, (other than a material breach as contemplated in 15.4), Annique may elect to suspend Your activities as an Independent Consultant during the 20 calendar day notification period or for such further period subject to Annique's sole and absolute discretion, until the breach is remedied to the reasonable satisfaction of Annique. Any benefits in terms of this Agreement to which You may become entitled to during the suspension period will only be paid to You once the breach has been remedied, and of any costs or damages suffered by Annique as a consequence of the breach, has been deducted.

15.3 Annique will be entitled to but not obliged, by written notice to You, in addition to all other remedies at law and without prejudice to its right to claim damages or specific performance, to immediately cancel this Agreement should You commit any material breach in terms of 15.4.
15.3.1 Should Annique elect to cancel this Agreement as a result of a material breach:
15.3.1.1 Your Downline/s will automatically move up to your direct Sponsor in Your upline, unless Your upline is also involved in this specific breach, in which case Your Downline will move to the next upline Sponsor.
15.3.2 You will not be entitled to sell any Annique Products for your own personal sales or as a Sponsor/Promoter.
15.3.3 You will not contact your Downline/s nor receive any communication from Annique;
15.3.4 You may be permanently barred from re-entry into the Annique Business;
15.3.5 You will not attend any meeting with Your Sponsor/Promoter or Annique and/or your Downline/s;

15.3.6 You, Your heirs and/or future successors-in-title will not be entitled to claim or receive any benefits except the net of any amounts that have accrued to You prior to such material breach occurring, less any amounts claimable by Annique from You or to receive any further benefits (including any volume discounts); and
15.3.7 You will not propagate any oral or written defamatory statements that materially prejudices the name and reputation of Annique and/or any other Independent Consultant.

15.4 A material breach, of this Agreement, which breach is not capable of being remedied, may include the following and may be exercised at the sole discretion of Annique:
15.4.1 persuading or attempting to persuade any existing Independent Consultant/Downline/s to move to Your Downline or to another Sponsor/Promoter;
15.4.2 propagating any oral or written defamatory statements directed against Annique or any other Independent Consultant or any aspect of the Annique Business or any activity that materially prejudices the name and reputation of Annique and/or any other Independent Consultant;

15.4.3 failing to provide the Sponsor/Promoter Services to Your Downline as contemplated in Clause 8;
15.4.4 You selling non-Annique products, as contemplated in Clause 14, without the written consent of Annique;
15.4.5 the unauthorised use by You of Annique's logos, "set up", names, trademarks otherwise than as contemplated in the Success Guide;

15.4.6 You being convicted of a criminal offense;
15.4.7 You being placed under administration or committing an act of insolvency as defined in the Insolvency Act 24 of 1936;

15.4.8 proceedings being brought against You in terms of which a third party order has been granted to sequestrate You or place You under curatorship; where You are trading as a legal entity and an order has been granted against such legal entity for the liquidation of the legal entity
15.4.9 where You are trading under a legal entity and such legal entity is dissolved or deregistered.

15.4.10 The remedies as set out in this Clause 15 are without prejudice to any other rights which You and / or Annique may have under this Agreement or in law.
15.6 Where there is a breach or other violation of the relevant Agreement and/ or of the Annique Policies, Principles and Procedures by the Consultant, notice may be posted in any Newspaper by Annique recording its disassociation from the Independent Consultants concerned.

16. TERMINATION OF AGREEMENT

16.1 You may terminate Your Annique Business and this Agreement at any time by providing written notification to Annique's Head office of Your intention to do so as set out in the Success Guide. Your termination will be processed in the month of receipt of Your notice of termination.
16.2 On termination of this Agreement, Your Downline/s will automatically move up to Your Sponsor/Promoter in Your upline.
16.3 On termination of Your Sponsor/Promoter's agreement with Annique for whatsoever reason, You hereby agree to automatically move up to the next Sponsor in Your upline and all the rights and obligations of Your Sponsor in terms of this Agreement will be automatically assigned to Your new Sponsor.

17. THE CONSUMER PROTECTION ACT (CPA)

17.1 The CPA will apply to:
17.1.1 the promotion and sale of the Annique Products and/or the Annique Business to consumers;
17.1.2 the services that You render as a Sponsor/Promoter to Your Downline;
17.1.3 the recruitment of new Downlines as Independent Consultants to sell Annique Products and build networks.

17.2 As an Independent Consultant, You are obliged to ensure that You comply with the requirements of the CPA, You must keep abreast of changes or interpretations of the CPA and modify Your conduct so as to at all times comply with the requirements of the CPA.
18. CESSION OF RIGHTS AND OBLIGATIONS

18.1 You may not transfer any of Your rights and obligations under this Agreement to anyone else without the prior written consent of Annique, which consent shall not be unreasonably withheld.
18.2 Annique will be entitled to cede and/or transfer its rights and/or obligations under this Agreement.

19. NOTICES AND LEGAL PROCEDURES

19.1 You agree to accept any notices and legal processes under this Agreement at the address provided in the Registration Form (this address is known as Your domicilium citandi et executandi).
19.2 If you want to change the address at which you agree to accept notices and legal processes, then You must within 7 business days, notify Annique of the change in Your address and Your new physical address in the Republic of South Africa, Botswana, Lesotho, Namibia, Angola, Swaziland, Zambia and Mozambique at which You agree to accept notices and legal processes.

19.3 If you do not notify Annique of Your new address as contemplated in Clause 19.2, You agree that Annique is authorised to send notices to You and carry out legal processes at Your address on the Registration Form or any new address You have given Annique proper notice of:
19.4 To the extent allowed by law, if Annique sends a notice to You:
19.4.1 by prepaid registered post to Your address; Annique will treat it as if You have received it 7 (seven) business days after posting;
19.4.2 by hand, Annique will treat it as if You have received it on the date of delivery;

19.4.3 by fax at the fax number You provided, Annique will treat it as if You have received it at the time of the transmission;
19.4.4 by e-mail, Annique will treat it as if You have received it at the time the e-mail was sent.

19.5 When Annique treats a notice as if You have received it by a certain date, to the extent allowed by law, this means that Annique does not have to prove that You did receive it then and, if You claim that You did not receive the notice by that date then You will have to prove it.
20. WHOLE AGREEMENT

This Agreement together with the Registration Form and Success Guide (as amended from time to time) comprises the whole agreement between You and Annique.
21. VARIATIONS

No variation to this Agreement (except the Success Guide) will be of any force or effect unless in writing and signed by both You or Your representatives and Annique.
22. INDULGENCES

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.
23. SURVIVAL OF OBLIGATIONS

The rights and obligations in this Agreement relating to performance and observance shall survive, and remain binding and enforceable on You and/or Annique, subsequent to any termination or expiration of this Agreement.
24. SEPARATE CLAUSES

Each clause of this Agreement is separate. If any clause of this Agreement is or becomes illegal, invalid or unenforceable in terms of the CPA or for any other reason, it will be treated as if it had not been written. This does not make the rest of the Agreement illegal, invalid or unenforceable.
25. APPROVALS AND CONSENTS

25.1 Any approval or consent given by You or Annique under this Agreement will only be valid if it is in writing.
26. ACKNOWLEDGEMENT

You confirm that You understand all of the terms and conditions of this Agreement, as well as the Success Guide, and You have not requested any written explanations or if You have requested an explanation, such explanation has been adequately dealt with by Annique.
27. GOVERNING LAW

This Agreement is governed by South African law and must be interpreted by the laws of South Africa. This applies to You even if You do not live in South Africa and this Agreement was signed outside of South Africa.
28. ARBITRATION

28.1 Any dispute regarding the interpretation of this agreement, or any matter affecting the interest of any party, shall be referred to arbitration by an arbitrator to be appointed by the parties by agreement, failing agreement, by an arbitrator appointed by the president of the Law Society of the Northern Provinces.
28.2 The arbitration shall be conducted in terms of rules agreed by the parties, and, failing agreement, in terms of the rules of the Arbitration Foundation of South Africa.
28.3 In the interest of all parties the arbitration shall take place as soon and as expeditiously as possible.
28.4 The arbitration shall be held in camera.
28.5 The decision of the arbitrator, including any award of costs, shall be final and binding on the parties and any party may apply to have the award made an order of court.
28.6 This paragraph shall not preclude a party from obtaining urgent relief by way of court proceedings.

29. PERSONAL INFORMATION

The personal information hereby provided by the Independent Consultant will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered into between Annique and the Independent Consultant as well as to inform the Independent Consultant of additional goods and/or services that could be of value to the Independent Consultant. The Independent Consultant acknowledges that he/she/it has a right to object to the processing of their personal information for marketing purposes and unless expressly stated otherwise hereby consents to their information being used by Annique for the abovementioned purposes.

Signed on _____ at _____

Witness 1 _____

Witness 2 _____ Independent Consultant

Signed on _____ at _____

Witness 1 _____

Witness 2 _____ Annique Health and Beauty