



## Kaszazz Pty. Ltd. – Consultant's Agreement

This text constitutes the Consultant's Agreement made between "the Consultant" and Kaszazz Pty. Ltd. (ABN 22 068 137 075) of Number 1 Grace Street, Albert Park 5014 in the State of South Australia ("the Company").

### Whereas

The Company is the owner of the business known as "Kaszazz" and the Company wishes to appoint the Consultant as an independent reseller to seek orders and to sell the products and services of the Company ("the Products") and the Company publishes and occasionally updates a "Consultant Guidelines Manual" ("the CGM") now the parties hereto agree to the following terms and conditions.

### 1. Acknowledgments

- 1.1. The Company acknowledges receipt of the applicable non-refundable joining fees from the Consultant.
- 1.2. The Consultant acknowledges that she or he has a permanent address in Australia and is of the age of majority in the state or territory of residence.
- 1.3. The Consultant acknowledges that she or he has received no assurances of earning any particular income at all as a result of entering into this Agreement.

### 2. Appointment

- 2.1. The Company hereby appoints the Consultant, and the Consultant accepts such appointment, as an independent reseller of the Company to seek orders and to sell anywhere in Australia the Products in accordance with the terms and conditions of this Agreement.
- 2.2. No territorial restrictions within Australia shall apply to the Consultant.
- 2.3. The Consultant shall be an independent reseller in business on her or his own account and not an employee of the Company and is not an agent of the Company for any purpose whatsoever and will not hold herself or himself out to be otherwise. The Company shall not be responsible for any sick leave, annual leave, superannuation, PAYG taxation or similar matters and accepts no responsibility for the procuring or establishment of workers compensation insurance or other insurance in respect of the operations of the Consultant hereunder.
- 2.4. The Consultant is not obliged under this Agreement to perform any work of any nature whatsoever.
- 2.5. The Consultant may at her or his own expense engage or employ from time to time such other persons as she or he may think fit to perform any of the activities of this agreement provided that such other persons are of a character and reputation which will not cause the reputation of the Company to suffer.
- 2.6. The Consultant has the opportunity to recruit new Kaszazz consultants and build and support a team of consultants as described in the current version of the CGM (as amended by the Company from time to time), but is under no obligation to do so whatsoever.
- 2.7. The Consultant acknowledges that if she or he does recruit new Kaszazz consultants, she or he will become a team leader and is expected to provide training, support and encouragement towards the achievement of the new recruits' goals as a Kaszazz consultant.
- 2.8. The Consultant acknowledges that any consultant in her or his team is free to apply to the Company to move to another team under the conditions stipulated in the current version of the CGM (as amended by the Company from time to time).
- 2.9. The Consultant is under no obligation to accept into her or his team a consultant who applies to the Company to join her or his team.

### 3. Obligations of Consultant

The Consultant agrees:

- 3.1. if seeking sales for the Products, to abide by any specific requirements or limitations as to the place, time and manner in which sales can be sought (and, in particular, online sales) as stipulated in the current version of the CGM (as amended by the Company from time to time) and in this Agreement;
- 3.2. to represent the Company in a professional manner and observe the policies of the Company relating to marketing and the sale of the Products of the Company outlined in the current version of the CGM (as amended by the Company from time to time);
- 3.3. to send to the Company with each order for the Products payment in a form and manner accepted by the Company (as published in the current version of the CGM as amended by the Company from time to time) covering the wholesale price or other agreed price of the Products ordered;



- 3.4. not to alter or modify the packaging or labelling of the Products, other than the addition of labels approved and supplied by the Company;
  - 3.5. if promoting the Company at a stand or display such that the banners, posters and like signage create the impression the purpose of the stand or display is to promote the Products and the Company, not to sell or promote any other products whatsoever within the stand or display;
  - 3.6. to bear all costs and expenses incurred in connection with her or his activities as a consultant and hereby indemnifies, and agrees to keep indemnified, the Company against all claims, actions, proceedings, demands, costs, damages, expenses or other liability arising out of or in any way relating to the Consultant's activities hereunder, except as relate to the inherent quality and fitness of the Company's Products for which the Company is responsible;
  - 3.7. to maintain sufficient liability, business and vehicle insurance as is reasonably prudent to cover her or his activities as a Kaszazz consultant;
  - 3.8. to assume all risk and responsibility for travel to and from workshops, meetings or any type of event whatsoever organised by the Company;
  - 3.9. that the Company retains the right to change the Consultant Reward Plan (as published in the current version of the CGM as amended by the Company from time to time) and furthermore agrees not to hold the Company liable for damages incurred or loss of income from any changes made to the Consultant Reward Plan;
  - 3.10. not to place orders that have been collected by another Kaszazz consultant or to knowingly accept orders from another Kaszazz consultant;
  - 3.11. not to invite, entice or encourage, in any manner or by whatever means, a Kaszazz consultant in another team to apply to leave their current team and join her or his team (this does not prevent the Consultant from describing, verbally or in writing, how they support, or would support, their team if another consultant approaches the Consultant and requests this information).
- 4. Obligations of Company**
- 4.1. The Company shall make available to the Consultant, at reasonable cost to the Consultant, an up-to-date price list setting out the recommended retail price (including GST) of each of the Products.
  - 4.2. The Company shall make available to the Consultant, at reasonable cost to the Consultant, advertising and promotional materials.
  - 4.3. The Company agrees to pay to the Consultant the commissions in accordance with the current Consultant Reward Plan as described in the current version of the CGM (as amended by the Company from time to time).
- 5. Private Information**
- 5.1. The Consultant consents to the collection, storing, use and disclosure to authorised third parties of her or his personal information by the Company for the purposes of fulfilling the obligations of the Company under this Agreement. Other than for this purpose, the Company shall not disclose, sell, exploit or market this information to third parties. Authorised third parties include the Consultant's team leader (as defined in the current version of the CGM as amended by the Company from time to time), independent contractors providing services to the Company who have agreed to adhere to the Company's privacy policy and any person or corporation, who or which has agreed to treat personal information in the same manner, to which the Company may transfer this Agreement.
  - 5.2. The Consultant agrees to the Company publishing sales, recruitment and other performance measures of the Consultant for the purposes of recognition.
- 6. Consent to Use Persona**
- The Company organises conventions, conferences, training sessions, workshops, reward trips, recruitment meetings and other gatherings where photographs and videos are taken to develop presentations that can be used for recognition, training, advertising and promotion or other such purpose. The Consultant consents to the use of her or his image, persona and appearance for such reasonable use and expressly waives any and all rights thereto.
- 7. Submission of Project Ideas, Project Instructions, Product Ideas, Images, Designs and Product Applications**
- 7.1. The Consultant agrees that if she or he chooses to submit project ideas, project instructions, product ideas, images, designs, product applications or related information:
    - 7.1.1. The submission and all associated rights thereto become the sole property of the Company.
    - 7.1.2. Other than specific compensation offered by the Company from time to time for submissions meeting clearly defined criteria, the Company is under no obligation to provide compensation for such submissions, or to return the submitted material to the Consultant.



### 8. Assignment

- 8.1. The Consultant may not assign this Agreement to any other person without the prior written consent of the Company.
- 8.2. The Company agrees that in the event of the death or serious illness of the Consultant, it will accept the assignment of this Agreement to a person previously nominated by the Consultant or to a person nominated by those responsible for the Consultant's estate.

### 9. Termination

- 9.1. The Consultant may terminate this Agreement at any time by notice in writing to the Company.
- 9.2. If the Consultant does anything which is contrary to the best interests of the Company, the Company may terminate this Agreement by written notice to the Consultant's address, or email address, last known to the Company. The Company agrees to include in the written notice a clear and substantiated explanation of the reason for terminating the Agreement.

### 10. Entire Agreement

This Agreement, and the current version of the CGM (as amended by the Company from time to time), constitutes the entire agreement between the Company and the Consultant and no representations, guarantees or warranties have been made or given by the Company or any of its representatives to the Consultant other than those set out in this Agreement. The terms of this Agreement can only be varied by agreement between the parties hereto.

### 11. Governing Law

This Agreement shall be governed by the laws of the State of South Australia and each of the parties hereto submits to the exclusive jurisdiction of the courts of that State.

### 12. Business Name

The Consultant acknowledges and agrees that all goodwill associated with the trademark "Kaszazz" (and/or any other trademark or business name registered by the Company) and in the business of selling goods and products under that name is the property of the Company and that the Consultant has no right, title or interest therein.

### 13. Severance

Any provision that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent only of such prohibition or unenforceability and the remaining provisions shall continue to apply.

### 14. Acceptance by the Company

This Agreement will become effective once the Consultant's Application has been processed on behalf of the Company by a duly authorised officer of the Company and the Consultant has been advised of their successful application, or, if this is an updated Agreement, either the Consultant places an order, or a customer of the Consultant places an order on the Consultant's web store provided by the Company, on a date at least 2 days following the date the Company advises the Consultant of the Agreement Update.