



#### TERMS OF APPOINTMENT

1. You agree that the terms of your appointment as an Oriflame Consultant include all the terms contained in the Oriflame Success Plan. You agree that Oriflame may amend those terms at any time by notifying you and you agree to abide by those terms as amended from time to time.
2. You agree that Oriflame, as the owner of the Oriflame Success Plan, may at any time change any aspect of its Business Methodology and Success Plan that it deems necessary, after giving all Consultants notice in writing of its intention to make such changes.
3. Because of the credit facility offered by Oriflame you authorise Oriflame to investigate your credit status. You agree Oriflame may withdraw or change any credit terms they provide at any time. You agree to pay for all goods received within the terms of Oriflame's credit terms applying at that time. You understand that if payment is not made by you when due you are liable to pay an administration fee. This fee will be a reasonable amount and will reflect the additional cost incurred by Oriflame but will be set, and may be changed from time to time, entirely at the discretion of Oriflame. Details of the fee will be communicated to you from time to time by Oriflame.

#### THE CONSULTANT'S OBLIGATIONS

4. You shall sell the products to customers as a self-employed principal and not as Oriflame's agent or employee. You shall not have any authority to negotiate the sale or purchase of Oriflame products on behalf of Oriflame UK Limited, or to negotiate and conclude the sale or purchase of Oriflame products on behalf of or in the name of Oriflame UK Limited.
5. If one of your customers wishes to exchange or return a product under the terms of the Oriflame guarantee you agree to exchange or refund to the customer the full price paid. Oriflame agrees to supply a substitute product of similar value or, in the case of a refund, to credit the invoice price of the product concerned against a subsequent invoice.
6. You will not leave goods with a customer until full payment has been received by you in cash or by cheque payable to you.
7. You agree to seek to maintain the image and reputation of Oriflame before the public and you agree not to make any statement or do any act which might be detrimental to the image of Oriflame or its products. You shall operate your business in a lawful and ethical manner and not make any false, misleading or exaggerated claims about the products.
8. You shall comply with the Codes of the UK Direct Selling Association.
9. You recognise that the Oriflame trade marks and trade name are the property of Oriflame and you agree not to infringe them in any way.
10. You understand that Oriflame has the right to refuse to supply products to you if in Oriflame's opinion you are holding or seeking to hold excessive stocks or are acting in a manner which could be deemed detrimental to Oriflame.

#### ORIFLAME'S OBLIGATIONS

11. Oriflame agrees to supply you with all Oriflame products ordered by you in stock, provided each order includes corresponding payment or is within the agreed credit facility.
12. Oriflame agrees to pay you all bona fide discounts, commissions and bonuses as set out in the current Success Plan.

#### RENEWAL OF CONSULTANCY

13. You agree that Oriflame may state a date on which this appointment as a Consultant will cease unless renewed on the terms (which may include a renewal fee) specified by Oriflame as applying at that time.

#### TERMINATION OF YOUR CONSULTANCY

- 14.1 Either you or Oriflame may terminate this Agreement at any time by giving not less than 14 days written notice of termination.
- 14.2 Oriflame may terminate this Agreement with immediate effect by notice in any of the following circumstances:-
  - 14.2.1 if you breach any provision of this Agreement that is incapable of remedy;
  - 14.2.2 if you make any statement in this application which is materially inaccurate or untrue;
  - 14.2.3 if a petition for your bankruptcy is presented to any Court having jurisdiction over you or if you are unable to pay your debts as and when they fall due;
  - 14.2.4 if you commit any breach of any of the provisions to this Agreement and (in the case of breach capable of remedy) fail to remedy the same within 14 days after receipt of written notice giving full particulars of the breach and requiring it to be remedied.
- 14.3 If you terminate your appointment within its first 14 days it is treated as being cancelled and if you wish you may (i) cancel any outstanding orders without being charged and be reimbursed immediately any payment made for those orders, (ii) receive a full refund (within 14 days of your request) of anything you paid in connection with your appointment as an Oriflame Consultant by requesting such a refund in writing from Oriflame within the first 14 days of your appointment, and (iii) receive a full refund (on return of goods) for any goods you purchased in that period (provided they are returned in the condition in which they were supplied) by returning them to Oriflame at its address set out overleaf within that period; opening the external wrappings of the goods will not invalidate your right to return them for a full refund. If you contact Oriflame, Oriflame will organise the collection of these goods at its expense.
- 14.4 If you terminate your appointment after its first 14 days, or if Oriflame terminates it, then you shall be released from all future contractual obligations and if you wish you may cancel any outstanding orders and immediately receive a full refund of any prepayment. If you wish you may also return to Oriflame (at Oriflame's expense) within 21 days of the termination of your appointment any goods which you have purchased from Oriflame within the period of 1 year prior to such termination. If the goods are returned in the condition in which they were supplied (except the external wrappings on a box may be opened) Oriflame will give you a full refund on return of goods less an 8% handling charge (which will not be levied if Oriflame terminates your appointment); if the goods are not returned in this condition but have deteriorated due to an act or default on your part, Oriflame will also deduct from the refund an amount equal to the diminution in their value resulting from such deterioration (unless your appointment was terminated by Oriflame when no such deduction will be made). You should note that goods which have been opened or part used cannot be resold as new and a nominal refund will be given for them only.
- 14.5 On termination of your appointment for whatever reason you shall be entitled to retain any commission paid to you except commission in respect of goods returned to Oriflame which shall be refunded by you to Oriflame forthwith on request by Oriflame, provided that Oriflame has refunded any monies due to you in accordance with the termination provisions of this Agreement and repayment of the commission is claimed by Oriflame within 120 days of when it was paid.
- 14.6 Any notice given under this termination clause which is given by first class post to the address of the parties on the front of this agreement or to such other address as shall have been notified from time to time in writing by one party to the other, shall result in the period of notice commencing to run from the date that such notice is posted. In all other cases notice shall start running on the day of receipt of the notice concerned.

#### RECRUITING

15. If any Consultant in your line of recruitment returns any products to Oriflame and obtains a refund, or fails to pay for any products, you agree to repay on demand to Oriflame any bonus, commission, discount or other payment received by you from Oriflame in respect of the purchase of those products.

#### GENERAL PROVISIONS

16. The promoter of this business opportunity is Oriflame UK Limited of Tilers Road Kiln Farm Milton Keynes MK11 3EH which is referred to in this Agreement as 'Oriflame'. The products (referred to in this Agreement as 'products') which are the subject of this business opportunity are the cosmetics and goods described in the current Oriflame Catalogue or otherwise distributed by Oriflame.
17. Oriflame may set-off any amount due to Oriflame from you against any sum due from Oriflame to you.
18. This Agreement is governed by English law and the parties to it submit to the jurisdiction of the English Courts.
19. The waiver by Oriflame of any breach of any term of this Agreement, or any failure by Oriflame to enforce a term of this Agreement, shall not be deemed a waiver of any subsequent breach.
20. This Agreement comprises the terms set out in this document and the Success Plan and sets out the entire agreement and all the terms of your appointment. There are no oral terms, your recruiter is not authorised to vary them and they may be amended in writing only. This Agreement is personal to you and you are not permitted to assign or transfer your position as an Oriflame Consultant to any other person without the agreement (in writing) of the Company. Any change in the composition of a partnership requires the agreement (in writing) of the Company. All members of a partnership must abide by the Oriflame Code of Conduct.