

TERMS & CONDITIONS

1. I understand that as an Arbonne International Distribution, Inc. (“Arbonne”) Independent Consultant:
 - a. I have the right to sell Arbonne products in accordance with these Terms.
 - b. I have the right to enrol persons in Arbonne.
 - c. I will support and train Arbonne Independent Consultants who I sponsor.
 - d. I shall be responsible for obtaining all necessary licenses and permits and for complying with all applicable federal, provincial and municipal laws, codes and regulations in connection with my activities as an Arbonne Independent Consultant.
 - e. I understand that I am not an employee of Arbonne and shall not be entitled to receive from Arbonne any benefits whatsoever and Arbonne shall not be required to make contributions for employment insurance, Canada Pension, worker’s compensation and other similar levies in respect of payments to be made to me as an Arbonne Independent Consultant. I shall be fully responsible for paying all applicable federal and provincial withholding taxes, source deductions, taxes, employment insurance premiums, Canada Pension Plan contributions, worker’s compensation contributions or provincial employee health tax contributions and other levies, premiums, license requirements and fees related to my earnings and activities as an Arbonne Independent Consultant.
 - f. I will perform my obligations as an Arbonne Independent Consultant with honesty and integrity.
2. I agree that as an Arbonne Independent Consultant I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Arbonne. I shall be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses.
3. I have carefully read and agree to comply with the Arbonne Policies & Procedures and the Arbonne SuccessPlan, the Arbonne Code of Ethics, and Arbonne’s Privacy Policy, all of which are incorporated into and made a part of these Terms and Conditions (collectively referred to as the “Agreement”). I understand that I must be in good standing, and not in violation of any of the terms of the Agreement, to be eligible to receive remuneration from Arbonne. Arbonne may amend the Agreement at its sole discretion. Amendments shall be effective 30 days after notice of the amendment is published in commercially reasonable fashion, which includes, but is not limited to, posting online at arbonne.com and/or arbonne.ca. If I do not agree to any amendment, I shall cancel my Arbonne Independent Consultant Agreement in writing no later than the effective date of the amendment.
4. The initial term of this agreement is one year and shall automatically renew, subject to Arbonne’s right to reject a renewal, upon receipt of payment of the annual renewal fee. If I fail to annually renew my Arbonne business, or if it is canceled or terminated for any reason, I will permanently lose all rights as an Arbonne Independent Consultant. I shall not be eligible to sell Arbonne products and services nor shall I be eligible to receive remuneration resulting from the activities of myself or my former downline sales organization. In the event of cancellation, termination or non-renewal, I agree to waive all rights, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Both parties reserve the right to terminate this Agreement for any reason upon 30 days’ notice to the other party.
5. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Arbonne. Any attempt to transfer or assign this Agreement without the written consent of Arbonne renders this Agreement voidable at the option of Arbonne and may result in termination of my business.
6. I understand that if I fail to comply with the terms of the Agreement, Arbonne may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies & Procedures. If I am in breach, default or violation of this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
7. Arbonne, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”), shall not be liable for, and I waive all claims to, consequential and exemplary damages against Arbonne and its affiliates. I further agree to release Arbonne and its affiliates from all liability arising from or relating to the promotion or operation of my Arbonne business and any activities related to it (e.g., the presentation of Arbonne products or SuccessPlan and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and I agree to indemnify Arbonne and its affiliates for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
8. This Agreement, in its current form and as amended by Arbonne at its discretion, constitutes the entire contract between Arbonne and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect.
9. Any waiver by Arbonne of any breach of this Agreement must be in writing and signed by an authorized officer of Arbonne. Waiver by Arbonne of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
10. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
11. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. All disputes and claims relating to or arising from the Agreement, the rights and obligations of an Arbonne Independent Consultant, or any other claims or causes of action relating to the performance of either an Arbonne Independent Consultant or Arbonne under the Agreement shall be settled as specified in Arbonne’s Mediation and Arbitration Policy contained in Arbonne’s Policies & Procedures. ARBONNE INDEPENDENT CONSULTANT WAIVES ALL RIGHTS TO A COURT OR JURY TRIAL EXCEPT AS SPECIFIED IN THE POLICIES & PROCEDURES.
12. The parties consent to jurisdiction and venue before any federal or state court in Orange County, State of California, for purposes of enforcing an award by an arbitrator, for equitable relief, or any other matter not subject to arbitration as specified in the Policies & Procedures.
13. If an Arbonne Independent Consultant wishes to bring an arbitration action against Arbonne for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Arbonne for such act or omission. Arbonne Independent Consultant waives all claims that any other statute of limitations applies.
14. I authorize Arbonne to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
15. A faxed copy of this Agreement shall be treated as an original in all respects.