

INDEPENDENT REPRESENTATIVE or AFFILIATE AGREEMENT TERMS AND CONDITIONS

The Terms & Conditions hereunder, together with the Policies & Procedures and the Compensation Plan, form the agreement (the "Agreement") between the Independent Representative or Independent Affiliate ("Member") and Organic & Natural Enterprise Group Pty. Ltd. ("ONE Group" or "the Company"). A Member may cancel the Agreement within 15 days of joining for a full refund. After the 15-day period has lapsed any sales aids or product (not including Shipping & Handling) will be repurchased by the Company at 80% of the Member's cost after a Return Authorisation Number (RAN) has been obtained from the Company. The cost of returning any items to the Company shall be borne by the Member.

Upon acceptance by the Company of the Member Application and Agreement at its Corporate Offices, the applicant is appointed a Member of the Company. The Member confirms, understands and agrees that:

1. The Member is of legal age to enter into a contract in the country in which they reside.
 2. The Member shall have the right to sell the products offered by ONE Group in accordance with the Company's Compensation Plan.
 3. The Member agrees to abide by any modifications to the Policies & Procedures or the Compensation Plan reasonably implemented by the Company and provided to the Member.
 4. The terms of this Agreement shall be one (1) year from the date of acceptance by the Company, unless earlier terminated by the Company or the Member. Provided the Member does not breach any of the Terms & Conditions of this Agreement, this Agreement will be renewed for successive terms of one year.
 5. The Member confirms and acknowledges that the Member is an independent contractor who establishes and services retail customers for the Company's products. The position of "Member" does not constitute an agency or a franchisee/franchisor relationship with the Company. This Agreement is not intended and shall not be construed to create a relationship of employer/employee, agency, partnership or joint venture between and Member and the Company.
- As an independent contractor, the Member shall:
- a) Abide by any and all Federal, State and local laws, rules and regulations pertaining to this Agreement and the acquisition, receipt, storing, selling, distribution or advertising of the Company's products.
 - b) At the Member's own expense, make, execute or file such reports and obtain such licenses as are required by law or public authority with respect to this agreement and the receipt, storing, selling, distribution or advertising of the Company's products.
- c) Be solely responsible for the declaration and payment of all local, State and Federal taxes that may be payable because of the Member's activities or income in connection with this Agreement.
 - d) Not make any statements or representations regarding the Company's products or Compensation Plan other than those contained in sales aids provided by the Company.
 6. Failure to comply with any provision of the Agreement may result in the suspension or cancellation of the Membership.
 7. A Member shall be entitled to cancel their Membership at any time and for any reason upon sending written notice to the Company. Upon notification of cancellation, the Company will re-purchase any inventory in accordance with this Agreement.
 8. In the event that a dispute arises between the Company and a Member or among Members as to their respective rights, duties and obligations under this Agreement, such disputes shall be exclusively resolved pursuant to the appeal procedure in the Policies & Procedures. Any further dispute shall be submitted to binding arbitration. Such arbitration to be held in Queensland, Australia. The laws of Queensland, Australia, apply. The decision of the arbitrator shall be final and shall be entitled to enforcement in any court of competent jurisdiction.
 9. It is expressly agreed by the Member that there are or were no verbal or other written representations, understandings, stipulations, agreements or promises relating to the subject matter of the Agreement not incorporated in writing in this Agreement and that this Agreement constitutes the entire agreement between the parties.
 10. The Member agrees not to utilise the Company's logos, tradenames or trademarks or those of its products in any way other than those approved by the Company. The Member agrees to utilise only those items of literature and sales aids provided by the Company.
 11. The Member understands that the Membership position can be inherited or bequeathed, but cannot be transferred or assigned during the lifetime of the Member without the written consent of the Company, which consent shall not be unreasonably withheld.
 12. The Member understands the Company does not discriminate in its acceptance or rejection of applicants because of race, creed, gender, colour or national origin.
 13. The Member acknowledges and understands that this Agreement shall not be binding on either party until the Company has accepted it at its Corporate Office.
 14. If any provision of the Agreement is found to be invalid all other provisions and clauses shall remain in full force and effect.