



## Terms and conditions of ShopSmart Marketing

All persons must be 18 years of age and over to become an independent business associate of *ShopSmart Marketing PTY LTD*

- a) An independent business associate is rewarded on the basis of sales of products listed by *ShopSmart Marketing*
  - b) An independent business associate is required to make 2 personal sales per business owned by the independent business associate
  - c) *ShopSmart Marketing* will deliver all products where possible to the independent business associate
  - d) *ShopSmart Marketing* IBA are paid a commission on all sales of *Purenity* bottled water and other products provided by *ShopSmart Marketing*
  - e) Sales commission is generated on a percentage basis of sales generated by you or other members of your team.
2. Application to become an independent business associate of *ShopSmart Marketing* shall be made in written form as provided by *ShopSmart Marketing*
  3. Application forms must be signed by the person whose name appears on the application form
  4. *ShopSmart Marketing* may accept or reject an application in its absolute discretion, with-out the necessity of providing reason
  5. *ShopSmart Marketing* is the sole provider of *Purenity* bottled water under the label of *Purenity water that taste better than water* to its members and IBA's
  6. *ShopSmart Marketing* is the administrator and distributor of *Purenity water that taste better than water* for all IBA's and is hereby responsible for distribution
  7. An IBA is an independent agent of *ShopSmart Marketing* but its authority is limited to that of ordering product and making application for new IBA's to increase the sale of products

An independent business associate shall adhere to strictly and be bound by these terms and conditions:

- I. Such amendments or additions to these terms and conditions which *ShopSmart Marketing* may alter or add to from time to time in the absolute discretion which shall become effective on being on display at the head office of *ShopSmart Marketing* ( which will be available for inspection at any time within business hours) or upon being advised in writing, or upon the *ShopSmart Marketing* web site
- II. Policy statements, directives or manuals that *ShopSmart Marketing* may create from time to time which will become effective upon being available for inspection at the head office of *ShopSmart Marketing* or on display on our web site available for members to down load copies to be added to their business manuals
- III. An IBA is an independent business associate and not an employer, partner, joint venture, franchisee or share holder of *ShopSmart Marketing* and shall bear all cost and expenses incurred by it in relation to its activities, as an IBA and the IBA shall indemnify and hold harmless *ShopSmart Marketing* against all actions, proceedings, liabilities, claims, damages, cost and expenses that arise out of the IBA's activities.
- IV. An IBA shall not make false and misleading statements as to the nature of the *ShopSmart Marketing* business or its products and shall only make representations in strict compliance, in a manner as authorized by *ShopSmart Marketing* in writing.

Unless an IBA has first obtained the consent in writing from *ShopSmart Marketing* an IBA shall not:

1. Advertise in any form; or
2. Print or publish any business cards, letter heads, news-letters, posters, or any other form of communication which is in written form upon paper or in electronic form

ShopSmart Marketing may terminate an IBA's membership if one of the following occurs

1. If an IBA assigns or agrees to assign its interest as an IBA without obtaining the consent in writing of *ShopSmart Marketing*
  2. If in the opinion of *ShopSmart Marketing* an IBA is of unsound mind or by bringing shame or disgrace to the company
  3. If an IBA fails to remedy a breach within seven (7 ) days after being given notice by *ShopSmart Marketing* to do so
  4. An IBA may resign by written notice only and will be effective within thirty (30 ) days
- a) In the case where an IBA wishes to cancel their agreement with *ShopSmart Marketing* it must advise the head office of *ShopSmart Marketing* in writing of their intentions to terminate 30 days prior to termination taking effect.
  - b) An IBA shall be entitled to commission and other benefits in amounts and percentages as determined by *ShopSmart Marketing* from time to time in its absolute discretion and to gain maximum benefits
  - c) It is hereby acknowledged by the parties that no representation or warranty was made as to the success or otherwise of becoming an IBA of *ShopSmart Marketing*
  - d) In the instance, where the IBA is a corporation the IBA agrees that *ShopSmart Marketing* may in its absolute discretion such of the IBA 's directors and or shareholders to execute a guarantee and indemnity in the form as prescribed by *ShopSmart marketing* in favor of *ShopSmart Marketing* and if such guarantee and indemnity if not executed by all parties as required by *ShopSmart Marketing* within the time frame prescribed by *ShopSmart Marketing* then such failure shall constitute a breach going to the root of this agreement allowing *ShopSmart Marketing* to terminate the party or parties as an IBA of *ShopSmart Marketing*
  - e) *ShopSmart Marketing* reserves the right to amend and adjust all terms and conditions at its own discretion

Sign: \_\_\_\_\_ Date: \_\_\_\_\_