



**The Art of Skin Care (Pty) Ltd**  
**P.O Box 76344**  
**Wendywood**  
**2144**  
**South Africa**

**Office Use Only**

**Tel: (+2711) 804 7550 Email: info@artofskincare.co.za**

NAME: ..... SURNAME: ..... TITLE: .....

POSTAL ADDRESS: .....

DELIVERY ADDRESS:.....

TEL. NO.: ..... FAX. NO.: ..... CELL NO.....

E-MAIL ADDRESS: .....

SPONSOR'S NAME: ..... SPONSOR'S ASC CODE. ....

SPONSOR'S TEL. NUMBER: .....

As Sponsor: I recommend that the applicant be accepted as a distributor for The Art of Skin Care (Pty) Ltd. (ASC). I have reviewed with the applicant the provisions of the ASC compensation plan and the procedures for ordering products for resale. I have explained to the applicant the benefits of regularly attending training seminars and other meetings arranged by ASC and their distributors. I will apply my best efforts to assist and support the applicant.

APPLICANT'S SIGNATURE .....

SPONSOR'S SIGNATURE .....

The promoter of this programme is The Art of Skin Care (Pty) Ltd (herein after referred to as ASC) whose address is stated above. The goods supplied to ASC distributors under this selling programme are skin care, hair care, body and perfume products.

1. On acceptance of this application by ASC the applicant will become an independent distributor for ASC and shall be authorised for the term of this agreement to purchase ASC products and to promote and sell such products. The distributor agrees to promote and sell such products. The distributor agrees that the principal purpose of being such a distributor for ASC is the promotion and sale of ASC products.
2. ASC will use its best endeavours to supply to the distributor, on receipt of payment, all of the distributor's requirements of ASC products. ASC may from time to time change the prices and varieties of its product range after giving reasonable notice to its distributors.

The distributor has no power or authority to incur any debt, obligation or liability on behalf of ASC. The distributor is responsible for all taxes due in relation to their business and shall keep such records as are necessary to ensure the proper assessment and payment of tax. There are no geographical restrictions imposed or allowed on the distributor's selling activities in any territory where ASC or its associated companies conduct their business.

I am over 18 years of age. I hereby acknowledge that I have read this contract (front and back) and accept that if I wish to change my sponsor I must wait twelve months after resigning before doing so. I agree to abide by the rules and regulations governing this agreement as set forth on the reverse of this application. I understand that after signing this agreement I have the right to cancel it within 5 working days.

I apply for membership and herewith remit R700.00 in payment for my starter kit.

Method of payment:  Cash  Cheque Bank deposit (membership will not be processed without a Deposit Slip)

**Please complete your banking details where your rebates will be paid in:**

Bank: ..... Branch: ..... Code: .....

Type of A/c: ..... A/c. No.: .....

Applicant's Signature ..... Date. ....

**The Art of Skin Care banking details**

**Bank : First National Bank**  
**Account Number : 620 343 63903**  
**Branch Code : 250 955**

## **"RULES AND REGULATIONS" GOVERNING THIS AGREEMENT**

In accordance with the terms and conditions in this Independent Distributor Application and Agreement ("The Agreement"), I hereby submit my application to become an Independent Distributor ("Distributor") to The Art of Skin Care (Pty) Ltd ("Company") and hereby state that I UNDERSTAND AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. Only authorised ASC Distributors may retail ASC products and participate in the programme.
2. ASC Distributors will at all times conduct themselves and their business in an ethical, legal, moral and financially sound manner, and will not engage in any activities which would bring disrepute to the name of ASC, its products and other ASC Distributors.
3. All ASC Distributors are independent contractors and not employees of ASC.
4. ASC Distributors may not create or incur any liability of any kind in the name of ASC.
5. No purchase by the Distributors is required other than the purchase of a Business Starter Kit; the Distributor is not required to maintain an inventory. ASC product and ASC purchasing policies are designed to prevent inventory loading.
6. The term of this agreement shall remain in force as long as all rules, regulations and requirements are adhered to.
7. ASC Distributors will be notified by ASC at least 30 days prior to any change in future payments.
- 8 (a) ASC neither has nor reserves the right to restrict the Distributor from being concurrently or subsequently engaged in another direct selling business, including but not limited to those involving the same or similar products. However promotion of other networking programs to other ASC Distributor's is strictly prohibited. The names of ASC Distributors and customers are held by ASC as confidential information, were obtained at great expense, and are of great value to ASC. The Distributors will not use or disclose to any third party the customer or Distributor lists or names of ASC Distributors and/or customers of ASC.
  - (b) ASC Distributor may terminate this Agreement at any time without penalty by giving 14 days written notice of termination to ASC at its address. Where the distributor has terminated the agreement the distributor may return to ASC or from where they were purchased any unsold goods purchased in connection with the scheme within a period of 90 days prior to such termination and recover the price (including all taxes) paid for them less a 10% handling charge, and in the case of any goods the condition of which has deteriorated due to the act or default of the distributor, an amount equal to the diminution in their value resulting from such deterioration.
    - (i) Where ASC has terminated the agreement, the above will apply except that the amount repaid will be the price (including taxes) paid for the goods together with any costs incurred by the distributor in returning them.
    - (ii) The aforementioned repayments are payable on delivery of the goods, or forthwith if the goods are already held by ASC.
    - (iii) Such goods may be delivered within 21 days of termination of the agreement to ASC's address at their expense, The Art of Skin Care (Pty) Ltd, Ebenezer House, 25 Umgazi Road, Gallomanor, Sandton.
  - (c)
    - (i) after termination of this agreement the distributor may retain all rebates paid by ASC unless the rebates were paid within 120 days of the termination in respect of goods returned by any distributor in accordance with 8(b) above repayment has been made in respect of those goods. Any such reclaimable rebates will be deducted from the amount to be refunded on returned goods or from any future rebates payments, due or reclaimed by invoicing the distributor.
    - (ii) Rebates paid to the distributor by ASC may be claimed at any time during the existence of this agreement if they have been paid in respect of any goods which have subsequently been returned to ASC for full or partial refund.
  - (d) If the agreement is terminated for any reason the distributor will be discharged for all contractual liabilities towards ASC in relation to this selling system, except any liabilities to pay the price of products already sold to the distributor by ASC where the Distributors has given notice to terminate this Agreement more than 5 days after the Distributors entered into it.
  - (e) Any notice given regarding this Agreement, which is given by first class post to the address of the parties at the head 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 day when notice is posted.
  - (f) ASC reserves the right upon the termination of this contract to enforce this non-competition clause whereby a terminating Distributor is prohibited from participating in or the setting up of a rival scheme.
  - (g) The parties agree that the non-renewal or termination of this Agreement in accordance with its terms shall not give either party the right to compensation damages or an indemnity of any nature.
  - (h) An ASC Distributor may sell his/her distributorship to another party that signs a new Distributor contract and has not been a n ASC distributor in the last 12 months prior to the purchase of the distributorship. Once a Distributor sells his/her distributorship, he/she must wait 12 months before they can obtain another distributorship.
9. This agreement shall be governed by the laws of South Africa, if any provision of this agreement shall be found to be unenforceable or invalid, the remaining portions of such provisions and other provisions of this Agreement shall continue to be binding and in full force and effect.
10. In the event of the death of an ASC Distributor, his/her Distributorship is passed to their legal heirs.
11. ASC Distributors must make no material omissions, distortions or misrepresentations either when presenting the ASC opportunity to prospects or offers, representations, agreements or amendments by the Distributors to a new prospect or an existing distributor in connection with the ASC.