

BEAUTY ADVISOR TERMS AND CONDITIONS

- 1.1 You, as Beauty Advisor ("BA"), are part of Your Regional Director's ("RD") distribution network ("RD Distribution Network"). The RD Distribution Network is made up of Your RD, Your Area Director Your Manager and You, the BA.
- 1.2 You, as a BA, hereby acknowledge and agree that You have read and understood the contents of these terms and conditions of sale ("BA Terms and Conditions"). If You have not understood any item in the BA Terms and Conditions, You confirm that such item has been explained to You by Your Manager.
- 1.3 Upon signing these BA Terms and Conditions, You will have the right to buy Avroy Shlain's products ("Avroy Shlain Products"). Avroy Shlain Products can be purchased in accordance with the BA Terms and Conditions. You will then be entitled to on-sell the Avroy Shlain Product to customers for Your own benefit, subject to these BA Terms and Conditions.
- 1.4 You hereby confirm that the BA Terms and Conditions have been explained to You by Your Manager. By signing these BA Terms and Conditions, You hereby confirm that You understand and accept Avroy Shlain's terms and conditions of sale as recorded herein.
- 1.5 The relationship between You and Avroy Shlain shall be one of purchaser and seller, and You are not appointed, or entitled to hold Yourself out, as an agent, representative or employee of Avroy Shlain.

2. ORDERS AND PAYMENT

- 2.1 You shall order Avroy Shlain Products by submitting Your orders in accordance with Avroy Shlain's standard ordering procedure. You will submit Your orders to Your Manager.
- 2.2 All Avroy Shlain Products ordered by You will be delivered by Avroy Shlain to the delivery point in Your Distribution Network. You will be required to collect Your Avroy Shlain Product from the delivery point. Your Manager will tell You where Your delivery point is located.
- 2.3 You will be required to check Your order upon collection and sign that the order You are collecting is correct.
- 2.4 You will have to pay cash for the Avroy Shlain Products received. No Avroy Shlain Products will be given to You without You having paid for them in full.
- 2.5 You hold Yourself liable to Your Manager for payment of all goods purchased by You.
- 2.6 You hereby confirm that Avroy Shlain's ordering and payment procedures have been explained to You by Your Manager and that You understand Avroy Shlain's ordering and payment processes.

3. SELLING PRICE

- 3.1 Avroy Shlain will notify You from time to time, through its price list and monthly campaign brochure, of the recommended retail selling prices for Avroy Shlain Products.
- 3.2 The price payable by You for Avroy Shlain Products will be the recommended retail selling price of such Avroy Shlain Products, less the discounts granted by Avroy Shlain to You. Any discount will be calculated on the Value Added Tax (VAT) exclusive recommended retail selling price.

3.3 For the sake of clarity, the price at which You on sell any Avroy Shlain Products is entirely in Your discretion.

4. COMPENSATION MODEL

4.1 Avroy Shlain's discount procedures shall apply to You to the extent applicable to BAs. You hereby acknowledge that Avroy Shlain's discount procedures have been explained to You by Your Manager and that You understand the contents thereof.

4.2 Avroy Shlain will grant You an initial "On invoice" Fixed Discount.

4.3 Avroy Shlain may in its discretion also grant You a further Volume Discount, in addition to Your initial Fixed Discount. Volume Discount will be calculated by Avroy Shlain at rates determined by it from time to time, based on the volume of sales. Any Volume Discount granted shall be credited against Your account monthly by Avroy Shlain issuing a credit note which can be accessed by you via the Avroy Shlain Online Reporting Site.

4.4 You acknowledge that Your Manager will be rendering Services to You on an on-going basis in consideration for which the Manager will be entitled to be paid a monthly service fee by You. You hereby irrevocably cede to Your Manager all of Your right and title to the full amount of all Volume Discounts due to You in discharge and settlement of the service fees owing by You to Your Manager for the Services rendered to You by Your Manager.

4.5 For ease of administration, You hereby give Your expressed instruction and consent for Avroy Shlain to give effect to the cession of Your right and title to the Volume Discount due to You by Avroy Shlain, to Your Manager.

4.6 Avroy Shlain shall be entitled to amend the Compensation Model on not less than 60 (sixty) days' written notice to You.

5. DELIVERY OF DOCUMENTS

- 5.1 Avroy Shlain will issue all correspondence and documents (except credit notes) to You via Avroy Shlain's Online Ordering System. Details for registering on Avroy Shlain's Online Ordering System shall be provided to You by Your Manager. Once registered, you will have free access to the Avroy Shlain Online Ordering System where You will be able to view relevant information such as Your sales information, volume discount statements, credit notes.
- 5.2 Credit notes issued by Avroy Shlain to You in respect of Volume Discounts are available for access by You on the Avroy Shlain Online Reporting Site via your username and password and may be saved or downloaded by You.
- 5.3 You hereby acknowledge and agree that any correspondence and documentation issued to You via the Avroy Shlain Online Ordering System and Avroy Shlain Online Reporting Site will constitute due delivery of the relevant correspondence and/or document concerned to You at the time that it has been posted or loaded by Avroy Shlain onto the Avroy Shlain Online Ordering System or Avroy Shlain Online Reporting Site, in accordance with the Electronic Communications and Transactions Act, 25 of 2002.

6. CASH SALE/BEAUTY ZONE

In the event of any Avroy Shlain Products being sold from any of Avroy Shlain's retail outlets to Your customer, then You must inform Your customer to furnish details of Your BA Number to such retail outlet. Avroy Shlain shall be deemed to be Your agent and Avroy Shlain shall issue an invoice to the customer in the name of Avroy Shlain, but as agent for and on behalf of You, and shall furnish a copy of such invoice to You.

7. DISCONTINUING OF GOODS AND PRICE CHANGE

Avroy Shlain shall be entitled to change or discontinue any of the Avroy Shlain Products offered from time to time in its sole and absolute discretion. Avroy Shlain shall be entitled to change the price of any of the goods from time to time.

8. RETURN OF GOODS, REFUNDS AND CANCELLATION OF ORDER

You hereby confirm that Avroy Shlain's return, refund and cancellation policies have been explained to You by Your Manager. You hereby confirm that You understand Avroy Shlain's return, refund and cancellation policies.

9. BA STANDARDS

You will be required to sell Avroy Shlain Products during any period of twelve consecutive months. If You do not sell any Avroy Shlain Products during a period of twelve consecutive months, Your appointment as a BA will be automatically terminated and You will be removed from the RD Distribution Network and from the AS database.

10. BUSINESS ETHICS

You will not engage in any actions or omissions which will be prejudicial to the interests of Avroy Shlain, such as trading with any competitor without prior written consent from Avroy Shlain.

11. BREACH OF CONTRACT

Should You, Your Manager or Avroy Shlain breach any of their obligations in terms of these BA Terms and Conditions, and fail to remedy such breach within seven days after receiving written notice from the other party to do so, then, without prejudice to any other rights the other party may have, the other party shall be entitled to cancel this agreement forthwith.

12. TERMINATION

Subject to clause 11 above, the registration of You as a BA for Avroy Shlain shall commence on the date on which these BA Terms and Conditions are signed by You and shall continue indefinitely. It may be terminated by:

- 12.1 You on not less than 30 (thirty) days' written notice to Your Manager; or
- 12.2 by Your Manager if You do not meet the BA performance standards as set out in the BA Terms and Conditions read with the Business Model Guide; or
- 12.3 as contemplated in clause 9.

13. PROMOTE OUT

If You achieve certain sales volumes, You will be entitled to move up a distribution level to Manager. Your Manager has explained this process to You and You hereby confirm that You understand this process.

14. SECURITY, RISK AND OWNERSHIP

Risk and ownership in the Avroy Shlain Products shall pass to You on collection of the Avroy Shlain Products by You from the delivery point, after having paid in full therefor. You shall bear the responsibility of securing all Avroy Shlain Products collected from customers in payment for Avroy Shlain Products purchased from You, by taking the necessary precautions and insurances for Your business.

15. INTERNET, SOCIAL MEDIA AND WEBSITES

15.1 For purposes of this clause “Social Media” refers to all forms of electronic communication through which users create or join online communities to share information, idea, personal messages and other content, Social Media includes, but is not limited to:

- Blogs (such as Blogger, WordPress, Typepad)
- Social networking platforms (such as Facebook, LinkedIn, Twitter)
- Social bookmarking (such as Pinterest, Delicious, Stumble upon)
- News sharing (such as Yahoo!, Buzz)
- Photo and video sharing sites (such as Flickr; Vimeo; YouTube; Instagram; TikTok)
- Instant messaging platforms (such as WhatsApp, Facebook Messenger, and WeChat) and
- Any other social medial platform in existence at the time of signature of these BA Terms and Conditions or which comes into existence after the signature of these BA Terms and Conditions;

15.2 You shall not, without the prior written consent of Avroy Shlain, create, join, establish, design, post, publish or operate any of the following while representing Yourself as Avroy Shlain;

- Social Media account/s or communication
- Website/s or

15.3 Any other media platform or electronic communication. Should You wish to make use of Social Media, websites or any other media platform to market or sell Avroy Shlain Products, You shall at all times adhere to Avroy Shlain’s Internet, Social Media, and Intellectual Property Policy

15.4 You may refer to Yourself as an Avroy Shlain Distributor in any of the platforms listed in clause 16.2, provided that You may not create, register and use any domain name, hashtag or similar designation that includes the words “Avroy Shlain” or anything similar.

15.5 You shall not sell Avroy Shlain Products “online” by using an auction website, a private website with a “shopping cart” or similar function or otherwise sell products through electronic means.

16. CONSUMER PROTECTION ACT

16.1 In supplying Avroy Shlain Products to Your customers, You will at all times be required to comply with the requirements of the relevant legislation or regulations giving effect to consumer protection measures which govern the supply of Avroy Shlain Products, as may be in force, enacted, amended or replaced from time to time. It shall be Your responsibility to familiarize Yourself with such consumer protection measures and to keep abreast of any amendments, replacements or re-enactments in respect thereof over the course of this agreement

- 16.2 In the absence of any such consumer protection laws in Your jurisdiction or to the extent that such laws are not legislated in Your jurisdiction, You shall comply with the provisions of the South African Consumer Protection Act, 68 of 2008 ("CPA") (as amended from time to time), provided that such compliance does not conflict with any laws applicable to You in Your jurisdiction. It shall be Your responsibility to familiarize Yourself with the consumer protection measures found in the CPA and to keep abreast of any amendments, replacements or re-enactments of the CPA over the course of the agreement.
- 16.3 Insofar as these BA Terms and Conditions and/or any Avroy Shlain Products and/ or services provided under these BA Terms and Conditions are regulated by consumer protection laws, it is not intended for any provision of these BA Terms and Conditions to contravene any provision of that law and therefore all provisions of these BA Terms and Conditions must be treated as qualified, as necessary, to ensure compliance with the applicable consumer protection law.
- 16.4 Nothing in these BA Terms and Conditions will limit or exempt Your Manager or Avroy Shlain from liability for any loss directly or indirectly attributable to our gross negligence of that of any person for or controlled by Your Manager or Avroy Shlain here the law does allow this and these BA Terms and Conditions do not require you to assume the risk of liability for this kind of loss where the law does not allow this.
- 16.5 In the event of a conflict between the provisions if these BA Terms and Conditions and the consumer protection law applicable to You, the provisions of the consumer protection law will prevail.

17. Consent to Process Personal Information

By signing this agreement and/or submitting your personal information, you hereby provide voluntary, specific, and informed consent to Avroy Shlain (PTY) Ltd ("Avroy Shlain") to collect, process, store, and use your personal information in accordance with the Protection of Personal Information Act, 4 of 2013 ("POPIA"). You agree that Avroy Shlain may process your personal information for the following purposes:

- - Managing your seller/consultant account;
 - Communicating with you regarding sales, promotions, training, and product updates; Facilitating commissions, payments, and performance tracking;
 - Complying with legal and regulatory requirements;
 - Conducting internal research and data analytics to improve our service;
 - Sending you marketing and promotional materials, where you have agreed to receive such communications.

Your personal data will be stored securely and will only be shared with third parties as required to fulfil the above purposes or where legally obligated. You have the right to access, update, or object to the processing of your personal information at any time by contacting our Information Officer at popia@avroyshlain.co.za