

AGENT CONTRACT

2023



We treasure our agents and distributors as you are the heartbeat of our business and deal directly with our customers.

Thank you for your application and we would like to get you started immediately however we must first cover the code of conduct, responsibilities and rules that we need to adhere to at all times.

To ensure a continuous and smooth flow of business we have put rules in place which is to protect South African Institute of Cosmetics and Slimming (Pty) Ltd (SAiCS), our distributors and YOU.

Regards,

BMMullen)

Brendon McMullen CEO of SAiCS



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As an ambassador of SAiCS, I hereby acknowledge and accept my duty to uphold the Code of Conduct in all business proceedings. I understand that these 10 conduct rules are in place to ensure the smooth flow of business and high standard of professionalism.



I will always hold SAiCS in a high regard, and will conduct business in an honest and ethical manner.

I accept responsibility for my work, actions and information provided in all business conducted under SAiCS. I accept that I am personally responsible for reaching my sales targets and accept the consequences should I fail to do so.



IMAGE



I will maintain a professional appearance in my dress code, communication and social media content. Our partner company EVESTIGE offers diploma courses on image consulting, for this reason our standards are high for the way our team conducts business.

I will communicate with SAiCS members and clients in a professional and friendly manner regardless of the circumstances. I will be active daily on the SAiCS groups and provide regular feedback to my upline. I will not provide false or misleading information to clients or any SAiCS members.





I will demonstrate team work with all members of SAiCS. I will practice fair competition, furthermore I will not report other Ambassadors' advertisements nor will I publish inhouse specials.

DISTRIBUTOR

NEW RECRUIT





I will not give favours nor treat family or friends differently should they be registered as an ambassador under SAiCS. Exclusive to Principal Agents: I will not sell any competing products to SAiCS.

I agree to keep within the SAiCS advertising guidelines found in the training folder. All advertisements and marketing material will be submitted to my Distributor for approval before use or advertisements provided by Head Office will be used. No inhouse specials, false/misleading information, medical claims or any incriminating information will be communicated to be public.







I will adhere to all regulations of the Protection of Personal Information Act and safe guard all client and Ambassador personal information. I will request permission before adding a client to a data base or sending their information to another SAiCS Ambassador.

I will escalate any problems, concerns or questions outside of my expertise to my Distributor. Should my Distributor be unable to assist, the matter will be escalated to Head Office. I will report unethical behaviour of any SAiCS Ambassador to Head Office.



LEAD BY EXAMPLE



Regardless of my level is as an Ambassador, I will strive to lead by example in all areas of business.

DISTRIBUTOR

SAiCS **RULES &** RESPONSIBILITIES

SECTION 1:

ORDERING



- SAiCS suggests that you open a bank account with the same bank as your upline for payments to reflect immediately. The process for dispatching and shipping orders will be more efficient by implementing this.
- Stock may not be dispatched prior to the money reflecting in the stockist's account.
- To ensure the safety of our clients and the reputation of SAiCS, no agents under Manager status may receive funds directly into their account. All payments for orders must be paid into the Manager's account who will then pay out your commission within 24 hours. If you have not received your commission within 72hours please report to your Distributor or Head Office.
- Any damages or issues with orders must be reported within 24 hours once the order is received. A photograph of the order and a letter from the customer must be sent to your distributor.
- Orders take 3-5 working days to be dispatched. It will take additional time for the courier to deliver the order. Please keep in mind that couriers may take up to 3 days to deliver the parcel (this is excluding small towns and plots which may take longer). As an Ambassador it is your responsibility to communicate this to the customer.
 - Stockists are responsible for organising their own couriers to disptach any orders. The company is not responsible for any negligence of the couriers as it is the responsibility of the Ambassador to choose a courier company. The following are requirements for the courier company:
 - Online bookings with the exact weight and dimensions of the package.

SECTION 1:





If customers collect directly from an Ambassadors' home the order must be placed at least 24 hours in advance. All contact details of the customer must be provided along with the details of the individual collecting the order. Once a date and time is agreed upon for collection the time must strictly be kept to for security reasons.

- A tracking number will be sent to you which is to be sent immediately to customers with clear instructions on how to track their orders.
 - It is the Ambassadors' responsibility to ensure all relevant documentation and information is provided and that payments/orders are correct and no liability will be placed on SAiCS for:
 - · Incorrect banking details
 - Incorrect order/ delivery details
 - Late payments

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All orders are to be emailed to your upline. There are certain requirements for sending orders:

- Send a completed order form (correct information of the customer). Full name, correct cell phone number, physical address, city, province and area code. Orders are delivered on work days; communicate this with customers as they can have orders delivered to their work address.
- Please note the terms and conditions on the order forms supplied by SAiCS.
- Proof of payment must be attached in the email along with the order form.
- Eating plans are the property of SAiCS and under no circumstances may it be withheld from customers or sold. You will face disciplinary action if caught doing this.
- Once customers have placed their orders and sent a proof of payment the 4 eating plans must be sent immediately (not before the proof of payment is sent).

DISTRIBUTOR

SAiCS **RULES &** RESPONSIBILITIES

SECTION 1:

ORDERING



It is required of you to contact your customers to:

- ensure no damage or problems with their orders.
- motivate and encourage them for the success of any SAiCS products.
- Inform customers of our incredible testimonial incentive. If they submit a successful testimonial they will receive a R1000 SAiCS voucher and you as the Ambassador will receive a R500 SAiCS voucher. Please review our latest testimonial policy. Ts & Cs Apply.

As you can sell anywhere worldwide, we do not expect you do organize all the paperwork alone. We are here to assist. Contact your Distributor for assistance on international shipping.

SAiCS is not a licensed credit provider, therefore Ambassadors are prohibited

- Requesting credit or consignment stock from Head Office.
- Offering credit or consignment stock to other SAiCS Ambassadors.
- · Offering credit or consignment stock to customers.

SECTION 2:

COMMUNICATION, TRAINING & REPORTING:



There is no money back guarantee. If you wrongly state to customers that there is a money back guarantee, you will be held solely liable for refunding the customer. The reason SAiCS does not have a money back guarantee is that we cannot monitor the customers' use of the product, their eating or their habits. The success rate in 27 years can be tracked via our website.

- Sales charts must be submitted to your distributor daily before close of business. This is not negotiable.
- Distributors are required to submit their cash up reports to Head Office on a daily basis before close of business.
- Platinum Ambassadors are required to attend regular one-one-one meetings with Head Office.
- Respond daily on your team's group conversation. There is training and motivation on these groups that you are required to read. Be active on these groups and respond in order for the distributor to know you have read the content and acknowledge it.
- You are encouraged to give feedback, ideas and marketing opportunities though to Head Office.
- Competitions from head office will be communicated with you. Please send through the information required before the deadline. Forward the competitions to your sub-agents.
- Customers ask many questions especially to ensure the product will work and that it is safe for them to use. Many questions you may not know the answer to. If you are unsure about any information please contact your distributor for accurate information. Do not take matters into your own hands as any incorrect information given to customers may hold you responsible.

SECTION 2:

COMMUNICATION, TRAINING & REPORTING:



- Please respond promptly to emails and messages from team members, distributors and customers. It can be especially concerning for customers when they cannot get hold you.
- All training, ideas and sensitive information given to you during meetings, whatsapp groups, etc is for the benefit of SAiCS and its members exclusively. You may NOT discuss/ divulge ANY sensitive, marketing or pricing information to anyone else other than yourself, team and other SAiCS members.

Leave/off days/out of the office:

- All Ambassadors in Blue Status must communicate to their upline when they will not be in the office and conduct a thorough hand over.
- All Ambassadors in Platinum Status must communicate to Head Office when they will be out of the office and communicate who they have nominated as their second in charge.

After an Ambassador has been registered:

- Platinum Ambassadors are required to add them to the relevant SAiCS group chats immediately after registration.
- Platinum members and managers are required to give their new recruits thorough training before the Ambassador may advertise.
- All Ambassadors carrying stock are required to maintain stock control systems and upon request report to uplines.

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DISTRIBUTOR

SECTION 3: MEDIA & ADVERTISING:



You are required to advertise.

- Advertisements must be sent to Distributors for approval before being published. Language, grammar and professionalism are crucial! You may not under any circumstance publish an advert without approval from your Distributor.
- You may use advertisements submitted by Head Office or your Distributor.
- Your unique Ambassador code must be visible on every advert and all correspondence.
- All content published is the property of SAiCS and may only be used for advertising SAiCS products.
- As a <u>Junior</u> or Senior Agent, you may sell other products which is not a problem. Junior and Senior Agents usually have many projects they are busy with; however, you are required to disclose which companies you are registered with.
- Principal Agents may not sell anything other than SAiCS as this will cause conflict in time as you will have more responsibilities. It is at the discretion of Head Office to allow you to sell for another company.

Any group names for advertising (such as Facebook, WhatsApp or Telegram groups) must be approved by your Distributor before the group is created.

- The group name may not suggest that it is an official SAiCS group from Head Office or a division of SAiCS.
- The group name should clearly indicate that it belongs to a SAiCS ambassador.

SECTION 3: MEDIA & ADVERTISING:



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As an Ambassador of SAiCS you are required to maintain a high standard of professionalism on the groups as your media content is associated with SAiCS.

- Should inappropriate content be published, you as the Ambassador will be held responsible.
- No outdated content may be published.

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Your Distributor and upline must be added to the groups to maintain quality control.

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When opening a group you take full responsibility of it to ensure:

- All publications on the group are not detrimental to SAiCS (no competing advertisements and no negative comments).
- All queries must be answered within 24hours.

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Social media pages/accounts:

- All social media pages/accounts must first be approved by your Distributor.
- The Ambassador takes full responsibility of the pages/accounts they have opened including the content published.

OPERATING PROCEDURES:



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The Ambassador undertakes as a representative of SAiCS:

- · Not to divulge any information to the detriment of the company.
- Not to share personal information of any Ambassadors/employees.
- Not to share any training material outside of SAiCS or use the information in another company.
- Uphold the standards of an SAiCS employee.

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All training material is the property of SAiCS.

All testimonials including before and after photographs along with the permission form must be sent to your Distributor before it is published for the following reasons:

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- Head Office approval to use the image.
- Head Office to place an official watermark on the image.
- To submit the voucher to the relevant client.

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Ambassadors may not use any testimonial content that is not approved by Head Office and without a watermark.

 Should the Ambassador use testimonials which have not been approved by SAiCS, from competitors or the internet, they will be held personally liable for damages and face consequences set out in clause 12 of the contract.

Voucher/Prize claims:

- If a prize/voucher is issued to an Ambassador or client, they have a maximum of 7 days to claim the voucher. This includes public holidays and weekends. The voucher can be claimed through your Distributor.
- The Ambassador is responsible for ensuring the prize/voucher is claimed within the above mentioned timeframe for their clients.
- Should the Ambassador fail to claim their prize/voucher within the specified timeframe, the prize/voucher will be forfeited.
- In the case where a client's prize/voucher is forfeited:
 - The Ambassador is held liable for the costs of the order to be dispatched.



SECTION 4

OPERATING PROCEDURES:





Specials:

- Inhouse specials:
 - Under no circumstances may inhouse specials be advertised to the public and it may only be used as a closing tool with a customer.
- All international Ambassadors outside the borders of South Africa may sell at a different retail selling price upon approval from Head Office.
- Deadlines of specials are communicated in advance. No orders received after the deadline will be processed.
 - Failure to meet the deadline will result in the order not being processed.

SECTION 5: TERMINATION & SUSPENSION:



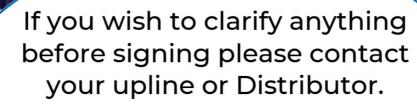
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Termination of contract by the Ambassador:

- The Ambassador is free to terminate his/her contract whenever they choose.
 - All orders owed to ambassador will be completed in full upon termination.
 - Ambassadors will not be paid for any/all incomplete orders.
- The Ambassador will be removed from all SAiCS groups and and access will be removed for SAiCS folders on cloud storage.
- The Ambassador must either close their existing groups/pages/websites or give ownership to their distributor.
- All SAiCS content must be deleted on the Ambassadors' devices and all hard copies destroyed.

Breach of contract by the Ambassador:

- Should an ambassador of SAiCS breach any of the clauses in the code of conduct or the contract they will be required to attend an online disciplinary hearing which may result in the following:
 - Suspension
 - Demotion
 - Termination of the contract with immediate effect and the following measures will be taken:
 - The Ambassador will be removed from all SAiCS groups and and access will be removed for SAiCS folders on cloud storage.
 - The Ambassador must either close their existing groups/pages/websites or give ownership to their distributor.
 - All SAiCS content must be deleted on the Ambassadors' devices and all hard copies destroyed.
- Should the breach of contract result in legal proceedings, SAiCS will remain independent of the Ambassador who will then be held liable for legal action.



We wish you a successful journey and look forward to working with you. Remember you are not restricted to areas. You are in essence your own boss so take initiative and grow your business. This is a wonderful opportunity where the sky is the limit. SAiCS and Distributors are here to assist you in growing your business. Ask us for advice, take your business to new heights and build a personal brand.

SIGN

I hereby acknowledge the above and undertake to be held by this contract.

The Parties hereby agree that this contract may be executed and delivered by electronic means, and that the use of electronic signatures shall have the same legal effect as handwritten signatures. Each Party's electronic signature, whether in the form of a scanned image, typed name, digital signature, or any other electronic means, shall be deemed to be an original signature for all purposes and shall be binding on the Party electronically signing the contract. The Parties further agree that any electronically signed counterpart or reproduction of this contract shall be admissible in any legal, regulatory, or administrative proceedings to the same extent as if it were an original document, and that no party shall contest the validity or enforceability of this contract solely on the grounds that it was executed electronically.

NEW RECRUIT'S FULL NAME TODAY'S DATE

Full name Date

NEW DECDITITIS ID MITMRED DA

New Recruit ID Number Ambassador Level

SIGN HERE

Signature

DISTRIBUTOR'S FULL NAME TODAY'S DATE

Full name Date

DISTRIBUTOR'S ID NUMBER

Distributor ID Number

FOR DISTRIBUTORS'

DOE ONLY

Signature

