

# Independent Contractor Agreement

This Independent Contractor Agreement (' Agreement') is between You (being either the person or entity named in this Agreement as the Contractor), the Key Person (being the person named in this Agreement as the Key Person), and Lorraine Lea Linen Pty Ltd (ACN 006 526 129) (' Lorraine Lea').

In this Agreement:

- ' Order' means an order taken by the Contractor for a Lorraine Lea product;
- ' Sale' refers to an Order which has been accepted by Lorraine Lea for which full or partial payment has been received by Lorraine Lea;
- ' Confidential Information' means any information known to the party as a consequence of disclosures made by the other party or any other information which the party should reasonably contemplate to be confidential.

## 1. Term

This Agreement has an initial term of 12 months commencing on the date of acceptance by Lorraine Lea and will be deemed to have been renewed for successive 12 month periods on each anniversary of the commencement date ("Term"), unless Lorraine Lea or the Contractor gives not less than 30 days' notice in writing that this Agreement will be terminated at the end of the then current 12 month period.

## 2. Key Person

If the Contractor is a company, partnership or trust, then You will ensure that the Key Person is actively involved in the performance of Your rights and obligations set out in this Agreement on Your behalf, and the Key Person guarantees for the benefit of Lorraine Lea the performance of Your obligations under this Agreement.

## 3. Your rights

3.1 You are authorised (but are under no obligation) to seek Orders and to buy and resell Lorraine Lea products to customers anywhere in Australia from time to time.

In addition to the income which you generate from buying and reselling Lorraine Lea products, Lorraine Lea may offer override payments, incentive programs and other short term rewards or bonuses from time to time as specified in the current version of the Lorraine Lea Rewards and Bonus Plan or otherwise

3.2 in writing by Lorraine Lea. You may also be entitled to receive benefits in relation to sales made by any person whom you successfully recruit, in accordance with the Lorraine Lea Recruitment Policy. The current version of the Lorraine Lea Rewards and Bonus Plan can be obtained from the joining application.

3.3 Lorraine Lea may offer to progress You through levels of the Lorraine Lea Rewards and Bonus Plan on terms and conditions specified by Lorraine Lea from time to time. Your progression or status in the Lorraine Lea Rewards and Bonus Plan may also be periodically reviewed and changed by Lorraine Lea.

## 4. Independent Contractor status

- 4.1 You and the Key Person acknowledge that, subject to the terms of this Agreement:
- 4.2 You are an Independent Contractor in business on your own account and You and the Key Person are not employees, agents or servants of Lorraine Lea;
- 4.3 Lorraine Lea neither has nor retains any right of control over You as to the conduct of Your business activities or over the Key Person;
- 4.4 There are no restrictions placed on You as to territory except that You may only operate within Australia;
- 4.5 there is no restriction on You or the Key Person engaging in other business, or providing similar services to other organisations;
- 4.6 You may delegate or sub-contract your business activities including to the Key Person or any other person with the prior written approval of Lorraine Lea;
- 4.7 You will bear all expenses You incur in conducting your business and You cannot make a claim to Lorraine Lea for payment of any expenses;
- 4.8 You and the Key Person must not make a claim or demand against Lorraine Lea arising out of your activities with respect to, for example, payment of wages, worker's compensation insurance, superannuation, taxation, sick leave, holiday leave, parental or any other leave and/or any other payment or taxation as would ordinarily apply in the case where you were an employee, agent or servant of Lorraine Lea; and
- 4.9 You must at all times ensure compliance with legal requirements that apply to the conduct of Your business.

## **5. Your responsibilities**

- 5.1 You must comply with, and ensure the compliance of the Key Person to Lorraine Lea's policies and reasonable directions to ensure that Lorraine Lea can comply with its legal obligations including under the Australian Consumer Law, the Code of Practice of Direct Selling Australia and to its manufacturers, and to ensure the protection of Lorraine Lea's brand and reputation.
- 5.2 You must comply, and ensure the compliance of the Key Person with the Code of Practice of Direct Selling Australia.
- 5.3 When You take delivery of Lorraine Lea products, You accept the risk of loss or damage to the products until such time as You deliver them to your customer, except in such cases where direct shipment is made to your customer.
- 5.4 You must not make any representations, guarantees or warranties with respect to Lorraine Lea's products and business opportunities, other than those expressly authorised in writing by Lorraine Lea or as permitted or required by law.
- 5.5 You will not and You must ensure that the Key Person does not promote Lorraine Lea in a permanent (or otherwise) retail establishment (such as a shopping centre or market stall) unless authorised by Lorraine Lea.
- 5.6 Any advertising, marketing or promotion of Lorraine Lea products including on social media must be done in accordance with the advertising, marketing and promotion policies issued by Lorraine Lea from time to time. You will not and You must ensure that the Key Person does not promote, sell or take orders for other products in conjunction with Lorraine Lea Products or at Lorraine Lea authorised events. These restrictions are necessary to preserve the direct selling business model, and the brand and reputation of Lorraine Lea for the benefit of Lorraine Lea and its independent contractors generally

## **6. Limitation of liability and indemnity**

6.1 You must indemnify and keep Lorraine Lea indemnified against all actions, proceedings, liabilities, claims, damages, costs and expenses arising out of or in any way relating to Your activities, except such as relate to the inherent quality and fitness of Lorraine Lea products for which Lorraine Lea agrees it is responsible.

6.2 You bear the risk of all actions, proceedings, liabilities, claims, damages, costs and expenses arising out of or in any way relating to your activities and you are responsible for obtaining suitable public liability insurance to cover these risks.

6.3 To the extent permitted by law, Lorraine Lea and its principals, officers, directors, employees, agents, contractors or vendors are not liable for any consequential damages suffered by You or the Key Person, including, but not limited to, indirect, incidental or special damages, lost data, delays, lost profits, loss of revenue or any other economic loss, cost or expense arising from or related to this Agreement, whether arising out of contract, warranty, negligence, tort or otherwise howsoever, even if the Company has been advised of the possibility of such damages.

6.4 To the extent permitted by law, Lorraine Lea and its principals, officers, directors, employees, agents, contractors or vendors are not liable for any type of loss to the Contractor or Key Person caused by an event beyond its or their (as the case may be) control including, but not limited to, government restrictions, natural disasters, terrorist acts, wars, riots, strikes and other acts of God.

6.5 To the extent permitted by law in no event will Lorraine Lea's total aggregate liability under this Agreement, whether arising out of breach of contract, warranty, negligence, liability in tort or otherwise howsoever exceed its revenues received directly from the Contractor under this Agreement in the six (6) months preceding the date the cause of action arises or \$5,000, whichever is the lesser.

6.6 In no event will the Contractor bring any action against Lorraine Lea more than one (1) year after such cause of action arises. If the Contractor does so, such cause of action shall be void and of no effect.

## **7. Payments**

7.1 You authorise Lorraine Lea to bank any monies collected by Lorraine Lea from Your customers on Your behalf, such monies to be offset against any amount or amounts outstanding on Your account. The amounts outstanding and payable may include but are not limited to amounts payable for goods purchased by You at wholesale prices, Kit purchases and additions, Seminars, adjustments in respect of goods not returned to Lorraine Lea or not paid for in accordance with Lorraine Lea procedure, and on account of any indemnities under this Agreement.

7.2 If any monies collected by Lorraine Lea on Your behalf exceed the amounts outstanding on your account, this will be deemed an overpayment on account and Lorraine Lea will pay the excess into Your nominated bank account.

## **8. Demonstration Kit and Contractor Training Materials**

8.1 Lorraine Lea will supply You with a demonstration Kit which will be on loan until such time as the complete purchase price has either been paid by You to Lorraine Lea or credited by Lorraine Lea as having been paid by You.

8.2 You acknowledge receipt of password access to Contractor online training documents and associated manuals. Lorraine Lea may amend and produce these and other guidance material from time to time, so as to maintain the direct selling business model, ensure consistency in approach and to maintain Lorraine Lea brands and trademarks. These electronic documents do not form a part of this Agreement, and may be varied by Lorraine Lea from time to time at its discretion. If Lorraine Lea intends to vary a manual, policy or procedure which will affect Your entitlement to override payments, rewards or other bonuses, then Lorraine Lea will provide thirty (30) days written notice of the variation.

## **9. Privacy Policy**

9.1 Your privacy and the privacy of the Key Person will be respected. Any personal information collected about You or the Key Person will be used and stored by Lorraine Lea in accordance with Australian privacy laws and Lorraine Lea's Privacy Policy as amended from time to time and which is available at [lorrainelea.com/privacy-policy](http://lorrainelea.com/privacy-policy).

9.2 You and the Key Person consent to Lorraine Lea collecting, using, storing and disclosing your personal information and using it in relation to your activities as an Independent Contractor of Lorraine Lea in accordance with Lorraine Lea's Privacy Policy and Australian privacy laws.

9.3 You agree to collect, use, store and disclose any personal information obtained in accordance with Australian privacy laws and Lorraine Lea's Privacy Policy as amended from time to time and take all reasonable measures to ensure that any personal information in your possession or control is protected against loss and unauthorised access, use, modification or disclosure.

9.4 You and the Key Person consent to Your photograph being taken by Lorraine Lea and to the use of those photographs by Lorraine Lea for Lorraine Lea advertising purposes.

## 10. Confidential Information

10.1 During the course of Your engagement pursuant to this Agreement, You and the Key Person may gain access to Confidential Information. The Confidential Information is proprietary to and valuable to Lorraine Lea and that any unauthorised disclosure of it may cause damage to Lorraine Lea. You and the Key Person must keep in complete secrecy all Confidential Information entrusted to You or the Key Person or of which You or the Key Person become aware.

## 11. Intellectual Property

11.1 You and the Key Person acknowledge that Lorraine Lea owns or has the right to use all trademarks and other intellectual property rights pertaining to the products offered for sale by Lorraine Lea and marketing and training materials ("Intellectual Property").

11.2 You are granted a non-exclusive and non-transferable licence to use the Intellectual Property during the Term for the purposes of this Agreement. You and the Key Person are not authorised to use the name "Lorraine Lea" (or any derivation thereof) as part of any trade mark, company name, business name, domain name, telephone listing, email address, on the internet or in any other form without the prior approval of Lorraine Lea in writing. This obligation survives termination of the Agreement.

11.3 To the extent that Your engagement pursuant to this Agreement gives rise to any rights in respect of Lorraine Lea's intellectual property, those rights will be automatically reassigned to Lorraine Lea on the termination of this Agreement.

## 12. Termination of Agreement

12.1 You may terminate this Agreement at any time for any reason, by giving Lorraine Lea not less than thirty (30) days' written notice.

12.2 Lorraine Lea may terminate this Agreement by written notice with immediate effect if You fail to remedy a breach of this Agreement within 14 days of receiving notice from Lorraine Lea to do so, You commit a breach of this Agreement that cannot be remedied, or You engage in any conduct or action, or are associated with any conduct or action, which in the opinion of Lorraine Lea is not in the best interests of Lorraine Lea or damages or is likely to damage Lorraine Lea's brand or reputation. All orders received by Lorraine Lea under this Agreement will be honoured up until the date of notice and override payments paid for such sales.

12.3 All orders received by Lorraine Lea under this Agreement will be honoured up until the date of termination and override payments/rewards paid for such Sales, subject to Lorraine Lea's right to reconcile and deduct any outstanding payments owed to Lorraine Lea by You.

12.4 If either You or Lorraine Lea terminate this Agreement, all Lorraine Lea customer records, training manuals and any other property belonging to Lorraine Lea that You may be holding must immediately be returned to Lorraine Lea or as directed by Lorraine Lea.

## 13. General

13.1 This Agreement supersedes all previous agreements, arrangements or understandings between You and Lorraine Lea, and can only be varied by the parties in writing.

13.2 If any provision of this Agreement is void, voidable by any party, unenforceable or illegal, then the provision will be read down or severed from the Agreement to the extent required to give legal effect and business efficacy to the Agreement and the Agreement otherwise remains in full force and effect.

13.3 This Agreement is governed by the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

13.4 Any notice given to You under this Agreement may be delivered personally, posted or hand delivered to Your postal address or last known place of residence, or emailed to your last known email address. A notice given in this manner is taken to be received by You if delivered personally or hand delivered, on delivery, if posted, five (5) business days after the date of posting, or if emailed, on transmission.

13.5 Lorraine Lea may accept or reject your application to become a Contractor of Lorraine Lea in its absolute discretion.

13.6 If You submit this Agreement electronically, You acknowledge and agree that in submitting this online the person signing represents and warrants that they are the named Contractor or duly authorised representative of the named Contractor or the Key Person (as the case may be), and that you have indicated your acceptance to the terms and conditions of the Agreement.

I have read and understood this Agreement in its entirety and agree to the terms set out within this Agreement.

Add another line

Contractor name:

User: Order:

Contractor address:

ACN/ABN (if applicable):

Key Person name:

Key Person address (if applicable):

EXECUTED AS A DEED

EXECUTED by or on behalf of the Contractor:

EXECUTED by the Key Person:

Date: