



Rep/Consultant  Sales/Business Leader

Sales/Business Leader  Salon  S/L B/L Area Code

Division/District Number  /

**APPLICANT** Avon  Justine  New Applicant  Reinstatement

Surname

First Name

Street Address

Suburb

Postal Code  South Africa  Namibia  Other

Postal Address

Postal Code  ID Number

Date of Birth  -  -  (DD-MM-YYYY)

Tel. Number (H)  -  -  African  Asian  Coloured  Indian  White  Other

Tel. Number (W)  -  -  (information required for research purposes only)

Cell Phone  -  -  Age  Gender M  F

Email Address

Employer Name

Your Delivery Address

Postal Code

**ACCOMMODATION**

Rented  Live with Others

Self Owned  Spouse Owned

Years at Current Address

Less than 1 Year  1-5 Years  Over 5 years

**DETAILS OF NEAREST RELATIVES (NOT LIVING AT THE SAME ADDRESS)**

Relationship

Surname

First Name

Tel. Number (H)  -  -

Tel. Number (W)  -  -

Cell Phone  -  -

**BANKING DETAILS**

Type: Savings  Cheque  Transmission

Bank

Marital Status: Married  Single  Divorced

Driver's License: Yes  No

**WHERE DID YOU HEAR ABOUT AVON JUSTINE?**

TV  Newspaper/Magazine  Radio  Other

I hereby confirm that I have read and understood the terms and conditions contained on the reverse side of this application and acknowledge that all business conducted with the company will be conducted in terms thereof.

Sales/Business Leader Signature \_\_\_\_\_

Rep/Consultant Signature \_\_\_\_\_

Date  -  -

Date  -  -

District/Sales Manager Signature \_\_\_\_\_

Suburb District

Date  -  -

**For Office Use**

Account Number

Points Scored

Credit Limit

# AVON JUSTINE (PTY) LTD

## ACCOUNT APPLICATION – TERMS AND CONDITIONS

### PART A

\* Part A not applicable to Sales/Business Leaders

The Applicant and the Company mutually agree:

1. That the Company appoints the Applicant as a sales person for Avon and/or Justine products.
2. That nothing contained in this agreement shall constitute the Applicant an employee, agent or partner of the Company, nor as having, express or implied, any authority to assume or create any obligation or liability on behalf of or in the name of the Company.
3. That this agreement shall continue until terminated and may be terminated by either party at any time.
4. That the Applicant will receive a trade discount on Avon Justine (Pty) Ltd's recommended retail price inclusive of VAT.
5. That the Company reserves the right to vary trading terms without prior notice.
6. That the Company shall be under no obligation to accept any order placed by the Applicant if payment for goods previously delivered is outstanding for longer than 14 (fourteen) days, or 30 (thirty) days in case of a Salon, or exceeds his/her/its credit limit with the Company.
7. That the Company may levy a reasonable administration fee where additional costs are incurred by the Company directly as a result of payments being withheld.
8. That the Applicant shall use its best efforts to enhance the image of the Company and the products of the Company.
9. That this agreement contains all the express provisions agreed on by the parties and the parties waive the right to rely on any alleged express provision not contained in the agreement.

### PART B

#### Conditions for Applicant's Account:

1. The Applicant hereby consents to the Company making enquiries, as it may deem necessary, relating to the Applicant's credit record and trade references with any credit reference agency or any third party, the Company may likewise provide credit reference agencies with updates regarding the Applicant's account (and including, if the occasion arises, any failure by the Applicant to meet any agreed upon conditions).
2. The Company shall at all times have the absolute right, in its sole discretion, to immediately discontinue or suspend the Applicant's account/credit facility. The Company shall, in the event of such right being exercised, provide the Applicant with 10 (ten) days' written notice of such discontinuation or suspension (as the case may be) and the full balance then owing by the Applicant to the Company shall immediately become due and payable on demand.
3. The Applicant shall diligently observe and adhere to the credit limit applicable from time to time and shall promptly make payments to the Company of all amounts due to the Company by no later than 21 (twenty-one) days of invoice, and 30 (thirty) days in the case of a Salon. The Company shall be entitled to increase the Applicant's credit limit on an annual basis without giving the Applicant notice thereof.
4. In the event of the Applicant at any time exceeding the credit limit or not paying any amount to the Company timeously, or generally being in any default of any of its obligations to the Company (whether in terms of this agreement or otherwise), then the Company shall have the right (without limiting any of the other rights of the Company) to refuse to render any further services and/or supply any goods to the Applicant.
5. The Applicant acknowledges that the credit facilities applied for will come into operation only upon acceptance by the Company of this application. The Applicant acknowledges that it shall not be necessary for the Company to give notice to the Applicant of its acceptance hereof. Pending the acceptance of this application, any business shall be conducted, on a cash basis (cash with order).
6. The Applicant indemnifies and holds the Company harmless against all claims, fines, penalties, action, proceedings, judgments, damages, losses, costs, expenses or other liabilities caused, whether negligently or otherwise, by the non-observance or non-compliance by the Applicant in terms of this agreement.

### PART C

#### General terms and conditions

1. In the application set out in this document, these general terms and conditions shall apply:
  - 1.1 the following words and expressions shall bear the following meanings:
    - 1.1.1 "the Applicant" means either the Consultant, the Business Leader or the Salon, as reflected on the front page of this application;
    - 1.1.2 "the Company" means Avon Justine (Pty) Limited, registration number 1964/002772/07;
  - 1.2 unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa and the singular includes the plural and vice versa.
2. No agent or employee of the Company has the Company's authority to alter or vary these conditions either by an oral or a written understanding or promise given before or after receipt of these conditions and no alteration, amendment, variation or consensual cancellation of these conditions shall be of any force and effect unless reduced to writing and signed by the Applicant and a director of the Company.
3. Should the Applicant purport to attach any conditions to or in respect of any business conducted from time to time which vary, amend or are in conflict with a condition set out herein, then notwithstanding anything to the contrary stipulated by the Applicant, the conditions set out herein shall prevail and be of full force and effect, unless specifically varied in writing with specific reference to the Applicant's contrary documentation in accordance with clause 2 above.
4. No act or omission of the Company shall be construed as a variation or waiver of any of these conditions.
5. The Applicant acknowledges that:
  - 5.1 the Company does not authorise the use of the postal facilities for any payment/s to be made to it in terms hereof and all documents and other matter including cash, cheques, bank drafts and other remittances sent to the Company through the post shall be deemed not to have been received by the Company unless and until they are actually delivered to the Company by the postal authorities and all risk in and to such documents and other matter shall be at the risk of the Applicant until actually delivered to the Company;
  - 5.2 payments made directly into the Company's bank account shall be at the Applicant's risk until confirmed as cleared funds by the Company's bankers;
  - 5.3 unless otherwise specifically directed by the financial manager or a director of the Company in writing from time to time, no third party is authorised to accept any payment due by the Applicant for or on behalf of the Company.
6. In the event of any amount not being paid to the Company on the due date thereof, then in that event and without prejudice to all of the other rights of the Company the full amount owing by the Applicant to the Company shall forthwith become due and payable.
7. The Company shall in its absolute discretion be entitled to appropriate all or any payments made by the Applicant towards the payment of any debt or obligation of whatsoever nature owing by the Applicant to the Company, irrespective of when such debt or obligation arose.
8. A certificate signed by a director of the Company as to the balance owing to the Company by the Applicant at any time and from time to time shall be admitted as evidence in any legal proceedings or for any other purpose whatsoever, and shall constitute prima facie proof of its contents and of the amount then owing by the Applicant to the Company.
9. Ownership of all goods supplied to the Applicant (and notwithstanding the delivery thereof) will only pass to the Applicant against payment of the whole of the purchase price thereof, pending which ownership therein shall vest exclusively in the Company.
- 10 Goods ordered/supplied shall be at the Applicant's risk as soon as it/they is/are delivered to the Applicant.
11. The Company reserves the right, at its sole discretion at any time, to discontinue the supply of any goods and/or to amend the specifications thereof.
12. The Company shall not, under any circumstances whatsoever, be liable to the Applicant or any other person for any loss or damage, including without limitation, any loss of profits or special damages or any consequential loss or damage arising from any whatsoever.

13. The Applicant shall be liable for all legal costs incurred by the Company, as between attorney and own client as well as collection commission and interest, should it be necessary for legal action to be taken for the recovery of any amounts owing to the Company, arising out of the business conducted between the Applicant and the Company.
14. The Applicant chooses domicilium citandi et executandi, for all purposes under this agreement and these conditions and in the business conducted between the parties, at the address given on the face hereof. The Applicant shall notify the Company of any change of address by way of written notification, within 7 (seven) days of any such change occurring and any change in the Applicant's domicilium shall become effective 7 (seven) days from receipt of such notice of change by the Company.
15. These terms and conditions shall be governed and construed according to the laws of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.
16. No act, omission, course of dealing, forbearance, delay or indulgence by the Company in enforcing any of these conditions or any of its rights in terms thereof or any granting of time by the Company shall prejudice or affect the rights and remedies of the Company under these conditions and no such matter shall be treated as any evidence of waiver of the Company's rights thereunder nor shall any waiver of a breach by the Applicant of any one or more of these conditions operate as a waiver of any subsequent breach thereof. The Company shall at all times and without notice be entitled to insist on strict application of these conditions.
17. The Applicant hereby consents to the Company furnishing either directly to the National Credit Register or to a credit bureau, in the prescribed manner and form, the following information regarding the Applicant: name and address; identity number or passport number; the principal debt owing by the Applicant to the Company (if applicable); the particulars of any existing credit limit; the amount and schedule of each payment due under this Agreement; the date on which obligations will be fully satisfied if the Agreement is fully complied with; the particulars of the termination or satisfaction of any of the Applicant's obligations to the Company.

The Company shall give the Consultant at least 20 (twenty) business days' notice of its intention to submit the following adverse information concerning the Consultant to a credit bureau: classification of consumer behaviour, including such classifications as "delinquent", "slow paying", "absconded" and "not contactable"; classification related to enforcement action taken against the Consultant by the Company, including classifications such as "handed over for collection or recovery", "legal action" or "write off".

The Applicant has hereby been advised of the fact that a credit bureau provides a credit profile and possibly a credit score on his or her credit worthiness.

The Applicant is thus entitled to the name and contact details of the credit bureau or credit bureaux to which the Applicant's information is transferred. The name and contact details of the credit bureau are: Trans Union ITC, Tel: 0112146000.

The Applicant has the right to contact the credit bureau, have his or her credit records disclosed and inaccurate information corrected.

18. The applicant acknowledges and understands that all information of a personal nature is submitted by consent. In the event that the Applicant accepts to submit any personal information, the applicant is aware of and accepts that such information shall be used by the Company for market research purposes only and shall in no way be used to discriminate against the Applicant or any person in any manner whatsoever.

The information of the Applicant shall be stored by the Company in the strictest of confidence and as required by law and shall not be disseminated to any third party without the consent of the Applicant or unless required by law. The applicant is hereby informed about and expressly lends his/her consent to the incorporation of his/her information in the Application Form forming part of this agreement and the use of his/her information for the ends stated herein.

19. As a Justine Consultant I agree to accept and pay for two Justine brochures with every order I place.

# AVON JUSTINE (PTY) LTD

## ACCOUNT APPLICATION – TERMS AND CONDITIONS

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16. No act, omission, course of dealing, forbearance, delay or indulgence by the Company in enforcing any of these conditions or any of its rights in terms thereof or any granting of time by the Company shall prejudice or affect the rights and remedies of the Company under these conditions and no such matter shall be treated as any evidence of waiver of the Company's rights thereunder nor shall any waiver of a breach by the Applicant of any one or more of these conditions operate as a waiver of any subsequent breach thereof. The Company shall at all times and without notice be entitled to insist on strict application of these conditions.
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The Company shall give the Consultant at least 20 (twenty) business days' notice of its intention to submit the following adverse information concerning the Consultant to a credit bureau: classification of consumer behaviour, including such classifications as "delinquent", "slow paying", "absconded" and "not contactable"; classification related to enforcement action taken against the Consultant by the Company, including classifications such as "handed over for collection or recovery", "legal action" or "write off".

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18. The applicant acknowledges and understands that all information of a personal nature is submitted by consent. In the event that the Applicant accepts to submit any personal information, the applicant is aware of and accepts that such information shall be used by the Company for market research purposes only and shall in no way be used to discriminate against the Applicant or any person in any manner whatsoever.

The information of the Applicant shall be stored by the Company in the strictest of confidence and as required by law and shall not be disseminated to any third party without the consent of the Applicant or unless required by law. The applicant is hereby informed about and expressly lends his/her consent to the incorporation of his/her information in the Application Form forming part of this agreement and the use of his/her information for the ends stated herein.

19. As a Justine Consultant I agree to accept and pay for two Justine brochures with every order I place.

## 1. Getting Started as a Justine Consultant

- Firstly, distribute your Brochures
- Collect your Brochures, along with your customers' orders
- Place your order
- On receipt of your order, deliver to your customers, collect payment and leave another Brochure
- Deposit the money you owe to Justine and keep the rest for yourself – instant earnings!

## 2. Show the Brochure to everyone

- Anytime
- Anywhere
- Always
- Ask

## 3. Selling Tips

- When leaving a Brochure, make a definite time to call back
- Be reliable
- Let potential customers try samples

## 4. Ordering Methods

### 4.1 Online at [www.justine.co.za](http://www.justine.co.za)

Have your Consultant number on hand. Click on Consultant login site and follow the instructions or use your website guide.

### 4.2 Paper Order

Please carefully complete the original order form and then

- Take the order form to the drop-off point on the date specified or
- Give the order form to your Business Leader or
- Give the order form to your Sales Manager by 11am

## 5. Various ways to pay

### 5.1 Internet Banking

### 5.2 First National Bank

By using the deposit slip provided with your invoice you can pay your Justine account at any First National Bank

### 5.3 Easy Pay Stations

You can pay at any Easy Pay Station; these can be found at various locations including most Pick 'n Pays, Engen Garages, Woolworths Stores. Use your Easy Pay reference number as it appears on your Proof of Payment Slip.

### 5.4 Post Office

Pay at the Post Office using your reference number as stipulated on your proof of payment slip

### 5.5 Credit Card

Your credit cards can be used at any Easy Pay Station

## 6. Brochures

- Justine Brochures and product samples are powerful sales tools
- Be familiar with each brochure
- Take full advantage of the brochure's easy-to-follow, exciting layout, scented pages and product samples
- Invest in more brochures
- Take advantage of Justine's Consultant "Just for You"

**For further training and assistance please call your Business Leader directly or call our Contact Centre on 0860 102345**

**INDEPENDENT CONTRACTOR AGREEMENT**

between

**AVON JUSTINE (PTY) LTD**

(Registration number: 1964/002772/07)

70 Grayston Drive Sandton

("the Company")

and

Identity number: \_\_\_\_\_

Address: \_\_\_\_\_

Consultant Code: \_\_\_\_\_ ("Consultant")

(collectively referred to as "the parties")

Business Leader: \_\_\_\_\_

Area/Leadership: \_\_\_\_\_

Divisional Manager: \_\_\_\_\_

**WHEREAS:**

- A. The Company conducts business as a direct seller of beauty and cosmetic products to a number of clients.
- B. The Company requires the services of an independent Consultant for the purposes of providing the services set out in Annexure A hereto and the Consultant has agreed to provide these services to the Company.
- C. The parties wish to record the terms of their agreement in writing.

**1. DEFINITIONS**

- 1.1 "Agreement" shall mean the agreement between the Company and the Consultant together with Annexures A, B and C hereto, as amended by the Company from time to time;
- 1.2 "Area" shall mean the sales district agreed to between the Consultant and the Company;
- 1.3 "Business Leader" shall mean the persons responsible for the recruitment of the Consultant and to whose team the Consultant belongs;
- 1.4 "Services" means the services set out in Annexure A hereto;
- 1.5 "Team" shall mean the total number of Consultants recruited by and for which the same Business Leader is directly responsible excluding himself/herself.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**2. ENGAGEMENT**

- 2.1 The Consultant hereby agrees to provide the Services to the Company on the terms and subject to the conditions contained in this Agreement, as defined in clause 1.1.1 above.
- 2.2 The parties agree that the Consultant is an independent contractor and that no employment relationship will come into existence between the Company and the Consultant, the Consultant and his/her Business Leader or any member of his/her Team.
- 2.3 The Consultant shall be doing business for his/her own account and shall not be considered an agent of the Company or his/her Business Leader and shall not hold himself/herself out to be an agent of the Company or his/her Business Leader. Neither the Consultant nor his/her Business Leader nor the Team he/she belongs to

shall have authority to act or purport to act as agents for the Company and shall not pledge the credit of the Company nor incur any debts, liabilities or obligations on behalf of the Company.

- 2.4 For the avoidance of doubt, as an independent contractor, the Consultant, his/her Business Leader and his/ her Team are responsible for arranging the necessary tools and the funds in order to perform the Services.

**3. DURATION**

This Agreement shall commence on date of opening of the Consultant's account by the Company's credit control department and continue for an indefinite period unless terminated in terms of clause 9 below and/or clause 1 and/or 6 of Annexure B.

**4. SERVICES**

The Consultant shall provide the Services to the Company. In addition the Consultant will act in good faith towards the Company and/or its clients in all dealings and transactions whatsoever relating to the Company's business interests and ensure that the Services carried out by the Consultant, his/her Business Leader and his/her team are carried out in a professional manner and to the standards required by the Company.

**5. PAYMENTS AND DISBURSMENTS**

- 5.1 As consideration for the Services to be provided by the Consultant, the Consultant may withhold an amount, calculated as a percentage of his/her brochure sales as per the current discount model reflected in Annexure C, which annexure may be amended by the Company from time to time.
- 5.2 All disbursements incurred by the Consultant in the course and scope of the Services rendered in terms of this Agreement are for his/her own account.

**6. TAX**

The Consultant will be responsible for compliance with his/her obligations as an independent contractor including tax and all other requirements, statutory or otherwise applicable to independent contractors.

**7. OTHER WORK**

The Consultant shall be entitled to perform other work for any other person or entity provided that such work does not result in a conflict of interest with the duties owed by the Consultant to the Company or its clients, or detract from the proper performance by the Consultant of the Services. Any consideration derived from such work shall be for the benefit of the Consultant.

**8. INFORMATION SHARING**

- 8.1 The Consultant acknowledges that the Company must furnish either directly to the National Register or to a credit bureau in the prescribed manner and form the following information about the Consultant:
  - 8.1.1 name and address;
  - 8.1.2 identity number or passport number;
  - 8.1.3 the principle debt owing by the Consultant to the Company;
  - 8.1.4 The particulars of any existing credit limit;
  - 8.1.5 the amount and schedule of each payment due under this Agreement;
  - 8.1.6 the date on which obligations will be fully satisfied if the agreement is fully complied with;

## “ANNEXURE A”

- 8.1.7 the particulars of the termination or satisfaction of any of the Consultant’s obligations to the Company.
- 8.2 The Company shall give the Consultant at least 20 (twenty) business days’ notice of its intention to submit the following adverse information concerning the Consultant to a credit bureau:
- 8.2.1 classification of consumer behaviour, including classifications such as “delinquent”, “default”, “slow paying”, “absconded” and “not contactable”;
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- 8.3 The Consultant has hereby been advised of the fact that a credit bureau provides a credit profile and possibly a credit score on his or her credit worthiness.
- 8.4 The name and contact details of the credit bureau are: Trans Union ITC, Tel: 0112146000
- 8.5 The Consultant has the right to contact the credit bureau, have his or her credit records disclosed and correct inaccurate information.

## 9. TERMINATION AND BREACH

- 9.1 Either party may terminate this Agreement at any stage by written notice to the other party.
- 9.2 Without prejudice to any other remedies that the Company may have against the Consultant, have the right at any time, by giving notice in writing to the Consultant to terminate the agreement forthwith in any of the following events:
- 9.2.1 If the Consultant commits a breach of any of the terms or conditions of this agreement;
- 9.2.2 If the Consultant is guilty of any conduct which in the opinion of the Company is prejudicial to the Company’s interest.
- 9.3 If the Company ceases to carry on business, or ceases to deal in the products, this agreement shall terminate forthwith unless the rights and obligations of the Company hereunder are assigned to another legal entity.
- 9.4 Notwithstanding any prior agreements to the contrary, upon termination or expiration of this Agreement the Consultant shall:
- 9.4.1 Cease to use any of the advertising and promotional materials related to the products, including any use of trademarks or trade names;
- 9.4.2 Remove and return to the Company or obliterate, at the Company’s request, any and all signs, stationary or other material reflecting the name or image of the Company that came in his/her possession during the duration of this agreement; and
- 9.4.3 Cease holding him- or herself out, in any manner, as a Consultant of the Company.

## 10. GENERAL

- 10.1 This Agreement, as defined in clause 1.1.1 above, and any future amendments hereto constitute the entire agreement between the parties.
- 10.2 This Agreement shall be governed by the laws of the Republic of South Africa.
- 10.3 By his/her signature to this Agreement, the Consultant records that he/she has carefully read and reviewed the contents of this Agreement, as defined in clause 1.1.1 above, and acknowledges that he/she fully understands all of its terms and conditions and has entered into this Agreement freely and voluntarily.

## ROLES AND RESPONSIBILITIES

- 1 As a Consultant of the Company you agree to use your best endeavours to promote and sell the products of the Company in accordance with the policies and procedures in place at the Company at any given time.

## “ANNEXURE B”

### GENERAL TERMS AND CONDITIONS

- 1 The Consultant has 14 days in which to cancel this Agreement.
- 2 The Consultant agrees that the Area(s) which has been allocated to him/her in agreement with the Company will be non-exclusive and the Company reserves its right to place other persons to operate in those Area(s).
- 3 The sale, transfer or adjustment of this Agreement, or the Consultant’s Business Leader and/or Team or general business of the Company is prohibited.
- 4 The Consultant shall ensure that sales briefs and sales documents are submitted timeously and that the sales data base is updated regularly within the time period specified by the Company and immediately as and when the Company requests it.
- 5 The Company may from time to time and at its discretion run incentives. Full details of such incentives will be made known to the Consultant, his/her Business Leader and his/her Team at the time of the incentive.
- 6 The Company reserves the right to alter the Consultant Programme including discontinuing it upon giving the Consultant 30 days’ written notice to that effect.
- 7 The Company reserves the right in its absolute discretion not to progress with any referral made by any Consultant in relation to a Consultant or another Consultant.
- 8 The Company reserves the right to and the Consultant agrees that the Company may at its sole discretion transfer, set off or take any other appropriate action for any monies due to it from the Business Leader through any account the Consultant may have or hold with the Company.
- 9 Should the Consultant be proven to have created false accounts, the outstanding amounts on the said accounts will be transferred to the Consultant’s own account.
- 10 The Consultant shall not persuade anyone to make a payment by promising benefits from getting others to join the Company as a Consultant.
- 11 The Company shall not be liable for any representation by any Business Leader or Consultant that high earnings are easily achievable.
- 12 The Consultant undertakes to maintain full confidentiality in relation to private and confidential information given to him/her by the Company, during the continuance of this Agreement and after termination hereof.
- 13 The Company may approach Consultants of the Company without the intervention or authority of the Business Leaders regarding its Business Leader Programme for any reason whatsoever.
- 14 The Company shall be under no obligation to accept any order placed by the Consultant if payment for goods previously delivered to the Consultant has been outstanding for longer than 14 days or the Consultant has exceeded his/her credit limit.

## “ANNEXURE C”

### Consultant Discount Model

Product Category	Discount level %
Skincare, Tissue Oil Range, Sun Care Range	25%
Beauty care, Body care, Foot care, Hair care, Fragrance	22%
Non-CFT items	10%
Sachets & Vials, Sales aids	0%

Orders below R350 will not be processed and will be automatically deleted.

## ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE JUSTINE AGREEMENT

*Please complete this page and hand it to your Business Leader.*

I, \_\_\_\_\_ (insert name), the undersigned, hereby acknowledge that I have read and understood the Justine Agreement contained on pages 5 to 7 and 6 to 7. I hereby acknowledge that I accept the terms and conditions contained in the said agreement and I agree to be bound by it.

\_\_\_\_\_  
Signature of Consultant

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