



# Contractor Application Form

## Your Personal Details *(Please print clearly)*

Order No.: \_\_\_\_\_

Full Name: \_\_\_\_\_ Birthday: \_\_\_\_\_

Preferred Name for Name Badge: \_\_\_\_\_

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

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/Code: \_\_\_\_\_

Telephone Numbers: (Home) \_\_\_\_\_ (Mobile) \_\_\_\_\_

Email *(please print clearly)*: \_\_\_\_\_

Delivery Address<sup>^</sup> *(if different from Home Address)*: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/Code: \_\_\_\_\_

Remote *(I reside more than 100 kms from my team leader)*: \_\_\_\_\_

<sup>^</sup> Please note that a street address is required for deliveries.

## Recruiting Details

Recruiting Consultant's Name: \_\_\_\_\_ Consultant No.: \_\_\_\_\_

Team Leader's Name: Maria Brito Pinto Consultant No.: 2021-MBP

Business Development Manager: Natasja Kleinman Consultant No.: 2020-NK

## Flexi-Tribe Business Kit\* Payment Details

I have read and agreed to be bound to the specific terms & conditions as detailed in the Contractor Commission and Incentive Plan.

*\*Kits are optional and include access to free training through our Flexi-Tribe online Learning environment.*

*\*Your business kit will be reimbursed upon meeting the sales requirements set out in the Contractor Commission and Incentives plan.*

- |  |         |   |         |
|--|---------|---|---------|
| <input type="radio"/> Business Kit*    | \$99.00 | <input type="radio"/> Shirt Small       | \$20.00 |
| <input type="radio"/> Reactivation fee | \$50.00 | <input type="radio"/> Shirt Medium      | \$20.00 |
|  |         | <input type="radio"/> Shirt Large       | \$20.00 |
|  |         | <input type="radio"/> Shirt Extra Large | \$20.00 |

Total Payable \$ \_\_\_\_\_

## Payment Method

- Credit Card
- Bank Transfer
- Paypal

## Credit Card Details

Mastercard  Visa Amount to be deducted: \$

Cardholder's Name: \_\_\_\_\_

Card No.: \_\_\_\_\_

Expiry Date: \_\_\_\_ / \_\_\_\_ *(please ensure valid)*

I authorise 'Flexi-Tribe Pty Ltd' to deduct the amount shown above.

Cardholder Signature \_\_\_\_\_ Date \_\_\_\_\_

## Delivery

Delivery of item to  Consultant  Team Leader

Name: \_\_\_\_\_ Delivery address: \_\_\_\_\_

## Commission Payments

Commission will be paid to your nominated account only. Please ensure this is completed or advised prior to any commissions being due.

Account Name: \_\_\_\_\_ Bank/Financial Institution: \_\_\_\_\_

Branch/BSB: \_\_\_\_\_ Your Account Number: \_\_\_\_\_

## Consultant Declaration

- (i) I have read and agreed to the Terms and Conditions of the 'Independent Contractor Agreement' set out in this document;
- (ii) I agree to undertake the New Consultant Training Program and complete compulsory training;
- (iii) I am an Australian citizen or have the required visa to enable me to work within Australia.

New Consultants Signature \_\_\_\_\_ Authorised Rep Signature \_\_\_\_\_ Dated: \_\_\_\_\_

# Independent Contractor Agreement

Please read the following Agreement carefully before completing your Flexi-Tribe Contractor Application Form. By signing your Contractor Application Form, you acknowledge that you have read and agree to be bound by these terms and conditions.

This Agreement supersedes all previous agreements, arrangements or understandings between You and the Company.

## 1 Definitions:

In this Agreement:

- "Company" means Flexi-Tribe Pty Ltd (ACN 646 457 301)
- "You" means the person or entity who has completed and signed the Contractor Application Form as the contractor.
- "Parties" means the "Company" and "You" jointly.
- "Sale" refers to a proposal acceptance which has been accepted by the Company for which full or partial payment has been received by the Company.

## 2 The Company agrees that:

- 2.1 This Agreement has an initial term of 12 months commencing on the date of acceptance by the Company and will be deemed to have been renewed at the option of the Company for successive 12 month periods on each anniversary of the commencement date ("Term"), unless the Company gives you not less than 30 days' notice in writing that it does not intend to exercise the option and that this Agreement will be terminated at the end of the then current 12 month period.
- 2.2 You may seek and obtain (but are under no obligation to do so) Proposal acceptance from customers anywhere in Australia for the Flexi-Tribe Pty Ltd.
- 2.3 The Company may offer commissions, incentive programs and other short term rewards or bonuses from time to time as specified in the current version of the Contractor Commission and Incentive Plan, Best Practice Guide – My Rewards or otherwise in writing by the Company if such Proposal acceptance are accepted by the Company and the Proposal acceptance. The current versions of the Contractor Commission and Incentive Plan and Best Practice Guide – My Rewards can be obtained from the Company's Consultant Portal.
- 2.4 The Company may offer to progress you through levels of the Contractor Commission and Incentive Plan on terms and conditions specified by the Company in its sole discretion. Your progression or status in the Contractor Commission and Incentive Plan may also be periodically reviewed and changed by the Company in its absolute discretion.
- 2.5 You will be provided with a Flexi-Tribe Business Kit for presentation purposes, subject to your chosen payment option and having other conditions satisfied, as the Company may set from time to time for its Consultants.
- 2.6 You are not obliged to perform any work of any nature whatsoever.
- 2.7 There are no restrictions placed on You as to territory except that You may only operate within Australia.
- 2.8 You may terminate this Agreement at any time for any reason by giving the Company 30 days' written notice at its head office.
- 2.9 Your privacy will be respected and any personal information collected about you will be used and stored by the Company in accordance with Australian privacy laws and the Company's Privacy Policy as amended from time to time and which is available at [www.flexi-tribe.com](http://www.flexi-tribe.com). By signing this Agreement you consent to the Company collecting

using, storing and disclosing your personal information and using it in relation to your activities as an independent contractor of the Company in accordance with the Company's Privacy Policy and Australian privacy laws.

## 3 You agree that:

- 3.1 You will maintain a Flexi-Tribe Business Kit.
- 3.2 The Company may terminate this Agreement by providing not less than 30 days written notice if you fail to meet any minimum sales or volume requirements or other criteria that may apply to You under the Contractor Commission and Incentive Plan.
- 3.3 You may be reallocated to a new Team Leader based on the operational requirements of the Company. You will only be reallocated in circumstances where you consent to the reallocation. If you are a Team Leader, your Consultants may be reallocated to another Team Leader based on the operational requirements of the Company.

You are an independent contractor in business by your own account. You are not an employee of the Company. You are not an agent of the Company for any purpose whatsoever other than to seek and obtain Proposal and Acceptance for services set by the Company and as such, you must not pose as anything otherwise.

- 3.4 As an independent contractor, you are not entitled to any leave of any format or any other benefit which you perceive that you may be entitled to if were you employed by the Company.
- 3.5 As an independent contractor, you undertake to comply with all requirements imposed on you by law, including paying your taxes, making provision for superannuation and complying with all relevant legislation relating to occupational health and safety and discrimination laws.
- 3.6 You must not assume any obligations in the name of the Company or on behalf of the Company and must not make any representations, guarantees or warranties with respect to the Company's products other than those expressly authorised in writing by the Company.
- 3.7 You must bear all costs and expenses incurred in connection with your activities and you must indemnify and keep the Company 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 the Company's products for which the Company agrees it is responsible.
- 3.8 All PAYG taxation or other duties or liabilities that arise from earning commissions, bonuses or rewards remain your sole responsibility.
- 3.9 You agree, in the provision of services under this Agreement, to:
  - collect, use, store and disclose any personal information obtained in accordance with Australian privacy laws and the Company's Privacy Policy as amended from time to time and which is available at [www.flexi-tribe.com.au](http://www.flexi-tribe.com.au); 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.
- 3.10 You must comply with all the Company's manuals, policies, procedures, guidelines and reasonable directions to ensure that the Company can comply with its obligations pursuant to:
  - all applicable law including those relating to equal opportunity, occupational health and safety, privacy, product safety and the Australian Consumer Law;
  - and its contractual obligations to Flexi-Tribe .
- 3.11 You must comply with all applicable laws in conducting your activities under this Agreement.
- 3.12 You will support the Flexi-Tribe Vision, Mission and Values when representing the Company. You will not bring disrepute to the Flexi-Tribe brand name and agree to comply with all the Company's reasonable directions to protect the brand and reputation of Flexi-Tribe ..
- 3.13 You must not sell or take Proposal Acceptance for products other than those authorised by the Company during the course of a Flexi-Tribe presentation or while representing the Company at authorised events.
- 3.14 You will provide ongoing activities reporting requirements to your Team Leader or Business Development Manager or as otherwise specified by the Company from time to time.
- 3.15 If either You or the Company terminate this Agreement, all customer records and Proposal Acceptance Forms that you may be holding will immediately be returned to your Team Leader or as directed by The Company.
- 3.16 To the extent that your engagement pursuant to this agreement gives rise to any rights in respect of the Company's intellectual property, those rights will be automatically reassigned or returned to the Company on the termination of this Agreement.
- 3.17 During the course of your engagement pursuant to this Agreement, You may gain access to confidential Information. You acknowledge that the confidential Information is property of and valuable to the Company and that any unauthorised disclosure of it may cause damage to the Company. You must keep in complete secrecy all confidential Information entrusted to you.

Effective April 2020

Flexi-Tribe Pty Ltd ABN 40 646 457 301

Telephone: 0409 080 008 Email: [admin@flexi-tribe.com](mailto:admin@flexi-tribe.com) [www.flexi-tribe.com](http://www.flexi-tribe.com)

# Independent Contractor Agreement

- 3.18 You acknowledge that the Company owns or has the right to use all trademarks and other intellectual property rights pertaining to the products or services offered for sale by the Company. This includes marketing and training materials (“Intellectual Property”). You are granted a revocable, non-exclusive and non-transferable licence to use the Intellectual Property during the term for the purposes of this Agreement. You are not authorised to use the name “Flexi-Tribe”, “Flexi-Tribe PTY Ltd” (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 agreeing to the terms set out in this document.
- 3.19 You must not attempt to use or allow any other person to use any confidential information of the Company or any of its related entities for any purpose other than for the purpose of this Agreement.
- 4 Both parties agree that:**
- 4.1 This Agreement and, if applicable, any other terms and conditions which the Company has offered to you in writing relating to a progression in the Contractor Commission and Incentive Plan constitutes the entire Agreement between you and the Company and no representations or warranties have been made or given by the Company or any of its representatives to you other than those set forth in this Agreement. This document can only be varied by agreement between the Parties.
- 4.2 The Company may produce manuals, policies, procedures, and other guidance material from time to time, so as to maintain the direct selling business model, ensure consistency in approach and to maintain the Flexi-Tribe brand. As an independent contractor, you will comply with all manuals, policies, procedures and guidelines as produced and varied by the Company from time to time, including but not limited to the Contractor Commission and Incentives plan and any Guides produced by the Company from time to time.
- 4.3 You will be bound by the terms of any manual, policy, procedure, guideline or any other document referred to in clause 4.2 above.
- 4.4 If the Company intends to vary a manual, policy, procedure, guideline or any other document referred to in clause 4.2 above, which variation will adversely affects your entitlement to commissions, rewards or other bonuses, the Company will provide You with 30 days written notice of the variation.
- 4.5 This Agreement shall be governed by West Australian law and that any legal proceedings between the parties shall be initiated in the appropriate court in the capital city of Perth.
- 4.6 This Agreement and the Application Form may be completed and signed by electronic means, in which case the person signing and completing the Contractor Application represents and warrants that they are the named Independent Contractor or duly authorised representative of the named Independent Contractor. The Company may accept or reject Contractor Applications in its absolute discretion.
- 4.7 Conditions which apply to refunds are set out in the Company’s Terms and Conditions.
- 4.8 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. It may also be emailed to your last known email address and a notice provided in this manner is taken to be received by you:
- On delivery if hand delivered.
  - business days after the date of being posted.
  - On transmission if emailed.

Effective April 2020

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