

# Independent Business Owner (IBO) Agreement



# CARE Direct Marketing Independent Business Owner (IBO) Agreement Terms and Conditions (Australia)

---

I understand and acknowledge that: (a) there is no requirement beyond filing of this application and no purchase of sales or marketing materials or of products or services as a customer of any CARE Direct Marketing Company or any of CARE Direct Marketing's approved service partners is required to become an Independent Business Owner (IBO) other than payment of the Sign-Up fee; (b) in order to maintain my IBO position, I must pay an annual renewal fee (the current renewal fee is stated in clause 1.7.A. of the Policies and Procedures) and comply with the terms and conditions of this Agreement; (c) my advancement to higher levels in the CARE Direct Marketing Compensation Plan is based solely upon the acquisition of customers and their usage of the products and services offered by CARE Direct Marketing and its approved service partners; (d) any purchase of sales aids and marketing materials is strictly voluntary; (e) if I choose to organise for others to solicit the sale of the products and services CARE Direct Marketing and its approved service partners offer by sponsoring them to become IBOs, I will not receive any compensation whatsoever for the act of sponsoring them; and (f) the only compensation to which I am entitled under this Agreement is based upon the sales solicited by me and other IBOs to end customers.

For purposes of these Terms, CARE Direct Marketing Pty Ltd ABN 98 112 315 572 shall be referred to as "CAREdirect." CARE Direct Marketing, its subsidiaries, and affiliates shall be considered a "CARE Direct Marketing Company." For the avoidance of doubt, this Agreement, and all documents incorporated herein by reference, is made between me (the IBO) and CARE Direct Marketing Pty Ltd. "Compensation Plan" means the CARE Direct Marketing Compensation Plan notified to you from time to time. "Policies and Procedures" means the CARE Direct Marketing Policies and Procedures notified to you from time to time.



1. I, the undersigned Applicant, affirm both personally and, if applicable, as a non-individual entity Applicant, and warrant each day this Agreement continues that:

(a) I am at least 18 years of age;

(b) I am a resident of Australia;

(c) I am not a bankrupt nor has any action been taken to re-organise or dissolve me, nor have I taken any step to enter into any arrangement with creditors, nor have steps been taken towards appointing a receiver, liquidator or analogous person over all or any of my assets, nor am I insolvent;

(d) I am not currently suspended or disbarred from practicing my usual trade or profession;

(e) I am not in prison or confined to any corrective institution;

(f) I have not been previously terminated by CARE Direct Marketing Pty Ltd (“CARE Direct Marketing”) as an IBO;

(g) neither I, nor my spouse or partner (unless they are my sponsor), have had any other interest or benefit in any other IBO position within the preceding 12 months; and

(h) I have, and have provided details to CARE Direct Marketing of, my valid Australian Business Number (ABN), Australian mailing address and bank account (in my name) maintained in Australia.

2. I understand and acknowledge that:

(a) success as a CARE Direct Marketing IBO is not guaranteed but depends on my specific efforts and other circumstances beyond my control;

(b) I am an independent contractor and no prospect of employment has been presented to me by CARE Direct Marketing;

(c) my potential income is based solely on commissions and bonuses for obtaining

customers; and

(d) no claims of guaranteed profits or representations of expected earnings have been made by CARE Direct Marketing or any person introducing me to the opportunity.

3. I agree to pay for any products, materials, services or other items that I purchase from CARE Direct Marketing on or before the due date specified by CARE Direct Marketing from time to time. In the event that I am late with such payments, CARE Direct Marketing may offset such debt from any monies owing to me under the Compensation Plan and this Agreement.

4. I agree that:

(a) I am responsible for my own business and am not an employee of CARE Direct Marketing or any of its suppliers;

(b) I will not be treated as an employee for any statutory purpose;

(c) I will only represent CARE Direct Marketing to the extent expressly provided in this Agreement; and

(d) I am not empowered to bind CARE Direct Marketing in any way.

5. I may terminate this Agreement for any reason, at any time, by giving CARE Direct Marketing at least fourteen (14) days’ prior written notice at its Australian address (Level 1, 186 Hay Street, Subiaco WA 6008).

6. I may cancel this Agreement, without penalty or obligation, for a full refund within ten (10) business days from the date of this Agreement, exclusive of the date of signing. If I cancel after the ten (10) business day period, I am not entitled to a refund.



7. I acknowledge that CARE Direct Marketing is not affiliated with any supplier of products or services with whom it transacts business and that the IBO relationship is solely with CARE Direct Marketing.

8. I agree that, as an IBO, this Agreement grants me the limited authority (but no obligation) to promote and solicit the sale of the products and services offered by CARE Direct Marketing and its approved service partners, subject to the terms and conditions established by CARE Direct Marketing from time to time.

9. In the process of soliciting the sale of, or otherwise promoting, the products or services offered by CARE Direct Marketing and its approved service partners, I will:

(a) operate lawfully and ethically and comply with the Code of Practice of the Direct Selling Association of Australia;

(b) make no false or misleading statements regarding the products or services offered by CARE Direct Marketing or the relationship between myself and CARE Direct Marketing;

(c) not engage in the slamming of a customer (i.e., causing a customer's service provider to be changed without the customer's knowledge or consent);

(d) keep accurate records of my business;

(e) not engage in misleading, deceptive, or unethical practices;

(f) abide by all national, state and local laws, industry codes and standards governing the marketing or solicitation of customers for the products and services offered by CARE Direct Marketing and its service partners, including but not limited to the Australian Consumer Law (ACL); and

(g) undertake and complete any IBO training

and accreditation requirements established by CARE Direct Marketing or any regulatory agency or service partner.

10. To the extent permitted by law, CARE Direct Marketing shall not be liable under any circumstances for any damage or loss of any kind, including indirect, special, punitive, compensatory or consequential damages, losses or profits, arising from any cause whatsoever, including but not limited to breach of warranty, delay, act, error or omission of CARE Direct Marketing or any of its service partners or suppliers, or in the event of discontinuation, modification, interruption or suspension of a product or service.

11.1 I acknowledge that:

(a) CARE Direct Marketing expressly reserves all proprietary rights to its name, logo, trademarks, service marks ("Proprietary Marks"), and all other intellectual property used in association with its products or services or contained in or relating to its documentation, business operations, processes or systems ("Intellectual Property");

(b) such Intellectual Property is owned exclusively by CARE Direct Marketing; and

(c) the rights granted to me in this Agreement do not in any way affect CARE Direct Marketing's ownership of the Intellectual Property.

11.2 I acknowledge and agree that CARE Direct Marketing grants me the right during the term of this Agreement to use the Intellectual Property to the extent that they form part of the marketing materials I am permitted to use according to the Policies and Procedures. I



agree that I will not use the Intellectual Property in any form whatsoever except in accordance with the Policies and Procedures or in advertising or promotional materials provided or approved by CARE Direct Marketing.

12. I understand that no regulatory authorities have reviewed, endorsed or otherwise approved the terms of this Agreement or the CARE Direct Marketing opportunity and that CARE Direct Marketing has not represented that any of these things have occurred.

13. I further agree that, as an IBO, I am responsible for the payment of all taxes and maintenance of all insurance cover required in connection with this Agreement. I hereby indemnify CARE Direct Marketing against any claim, action, damage, loss, liability, cost or expense incurred in connection with my failure to meet these obligations.

14. I understand that, as an IBO, I am free to select my own means, methods and manner of operation and that I am free to choose the hours and location of my activities under this Agreement, subject to applicable laws, this Agreement and the Policies and Procedures.

15. I acknowledge that CARE Direct Marketing transacts business as a reseller and/or agent for various suppliers of products and services at rates established by CARE Direct Marketing from time to time, and that those products, services and rates are subject to change.

16. I acknowledge that I am responsible for supervising and supporting IBOs whom I organise to solicit the sale of products and services supplied by CARE Direct Marketing

and its service partners (my “downline IBOs”) and agree to maintain regular communication to support, train and motivate my downline IBOs.

17. CARE Direct Marketing shall periodically make various sales literature and promotional materials available. I am under no obligation to purchase any such materials at any time. If I choose to purchase materials, I may return any unused, unopened, and currently marketable items for up to one (1) year from the date of purchase and receive a refund of ninety percent (90%) of the purchase price, less shipping costs.

18. IBOs are not required to purchase any products or services offered by CARE Direct Marketing or its approved service partners. If I elect to purchase such products or services, I agree to pay in a timely manner as prescribed in the relevant agreement. Failure to pay may result in suspension, withholding of compensation, termination, or offset of amounts due to me against such indebtedness.

19. I acknowledge that I have the right to refer to CARE Direct Marketing as many applications from people wishing to acquire products and services supplied by CARE Direct Marketing or its approved service partners (“personal customers”) as I wish. I acknowledge that I will receive a commission each month based on the product or service usage payments of my personal customers and the customers of my downline IBOs in accordance with the applicable Compensation Plan.

20. I agree to indemnify and hold harmless



CARE Direct Marketing, its shareholders, directors, officers, and employees from any and all claims, damages, and expenses, including attorney's fees, arising out of my actions or omissions in violation of this Agreement or any law or regulation.

21. Any dispute or claim arising out of or relating to this Agreement shall be referred to the Australian Disputes Centre Limited ("ADC") for arbitration. The laws of Australia will apply to the resolution of the dispute. Arbitration shall be held in Perth, Western Australia, or another location as agreed by the parties. The costs of the arbitrator and hearing shall be borne equally by the parties. The arbitrator may award injunctive relief and compensatory damages and shall award reasonable legal fees and costs to the prevailing party. The arbitration award may be enforced in any court of competent jurisdiction. Nothing in this clause prevents CARE Direct Marketing from seeking preliminary or permanent injunctive relief in court.

22. I acknowledge that I have received the Policies and Procedures and the Compensation Plan, and I understand that they are contractually binding. CARE Direct Marketing reserves the right to modify this Agreement, the Policies and Procedures, and the Compensation Plan at any time by providing written or electronic notice. Amendments apply immediately. I may terminate this Agreement at any time in accordance with Clause 5. I understand that any information inconsistent with this Agreement provided by another IBO is void.

23. I acknowledge that this Agreement,

including the Compensation Plan and Policies and Procedures incorporated by reference, constitutes the entire agreement between the parties. CARE Direct Marketing's failure to enforce strict performance of any provision does not constitute a waiver. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and permitted assigns of the parties. Any invalid provision shall be reformed only to the extent necessary to make it enforceable. Where this Agreement provides that CARE Direct Marketing "may" do something, that discretion is sole and absolute.

24. I acknowledge that the Compensation Plan is based on current products and services marketed by CARE Direct Marketing and is subject to change. I must maintain qualifications as detailed in the Compensation Plan to continue receiving residual income based on customers' usage of products and services.

25. Notwithstanding termination or expiration of this Agreement, any provision intended to survive such termination shall remain in full force and effect.

26. I understand and agree that, where I solicit personal customers or downline IBOs in a country other than Australia, the Policies and Procedures and Compensation Plan of the CARE Direct Marketing affiliate responsible for that country shall be incorporated by reference. Commissions and bonuses will be calculated based on the Compensation Plan applicable to the customer's billing address or the IBO's home country.

27. During the term of this Agreement, I must



not, directly or indirectly, sell or solicit services and products offered by CARE Direct Marketing or its service partners through any other person or entity unless specifically approved in writing by CARE Direct Marketing. I must not, during this Agreement and for six (6) months thereafter, divert or solicit any customer of CARE Direct Marketing or its service partners, or induce any IBO to join another marketing program. All customers solicited by IBOs on behalf of CARE Direct Marketing are deemed to be customers of CARE Direct Marketing.

28. I shall not, except as authorised by CARE Direct Marketing, reveal to any person or entity any of CARE Direct Marketing's trade secrets or confidential information, including information concerning my downline IBOs or customers. This restriction continues for one (1) year after termination. Upon termination, I must return all materials, customer data, and confidential information to CARE Direct Marketing.

29. CARE Direct Marketing collects and uses personal information lawfully and fairly. I acknowledge that my personal information may be used and disclosed by CARE Direct Marketing, its service partners, and affiliated entities for marketing and administrative purposes. I consent to such collection and processing, and I acknowledge that information may be stored in Australia and overseas. I agree to be bound by the CARE Direct Marketing Privacy Policy.

30. If I:

(a) breach this Agreement or the Policies and Procedures;

(b) am convicted of a criminal offence; or

(c) become bankrupt or insolvent, CARE Direct Marketing may, by written notice, suspend or terminate this Agreement, withhold commissions, require repayment of improperly obtained payments, or offset amounts owed. During any investigation, CARE Direct Marketing may suspend payments until resolution.

31. GST Compliance:

(a) I must inform CARE Direct Marketing within seven (7) days if I become registered or cease to be registered for GST. CARE Direct Marketing will issue recipient-created tax invoices for all payments due to registered IBOs. IBOs must not issue tax invoices to CARE Direct Marketing.

(b) I indemnify CARE Direct Marketing against any liability where I incorrectly represent my GST registration status.

(c) All payments are exclusive of GST unless stated otherwise.

32. Any notice required under this Agreement must be in writing in English and may be sent by post, email, or delivered in person to:

(a) CARE Direct Marketing at Level 1, 186 Hay Street, Subiaco WA 6008; or

(b) the IBO at their current address on record. A notice is deemed delivered when received or, if sent by email, upon confirmation of delivery to the recipient's system.

# ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby apply to become an Independent Business Owner (IBO) of CARE Direct Marketing Pty Ltd (CARE Direct Marketing) with a home country of Australia. I have fully and carefully read and agree to abide by all Terms and Conditions of this Agreement, the Compensation Plan, and the Policies and Procedures, which are incorporated by reference herein.

I understand and acknowledge that:

- success as a CARE Direct Marketing IBO is not guaranteed but depends on my specific efforts and circumstances beyond my control;
- no prospect of employment has been presented to me by CARE Direct Marketing;
- my potential income is solely based on commissions and bonuses for obtaining customers; and
- no representations or guarantees of profits have been made by CARE Direct Marketing or any of its representatives.

This Agreement is not binding until received and accepted by CARE Direct Marketing Pty Ltd.

IBO Services 1800 12 32 11 | [caredirectmarketing.com.au](http://caredirectmarketing.com.au)