

INUKA FRAGRANCES MEMBERSHIP TERMS AND CONDITIONS:

By applying to become and accepting benefits as a Member, an Applicant agrees to be bound by the Terms and Conditions of this Agreement as they now exist or may be amended in future.

1. Qualifications:

- An applicant has to be at least 18 years of age. An applicant that is a legal entity other than an individual must designate in writing an individual at least 18 years of age who shall agree in writing to be personally responsible for all of the Member's obligations under this Agreement.
- The applicant has not registered with INUKA before.
- Your joining date will be the date when both your Registration Form is successfully submitted to INUKA, and full payment for your Business Kit & delivery charges reflects in the INUKA bank account.
- To provide you with up-to-date product and business information for the efficient functioning of your INUKA Business, your personal data will be collected and further processed by INUKA with registration number 2015/077835/07 and its group of companies, in accordance with the Privacy Policy for INUKA Members, which amongst others, explains your data protection rights and how to exercise those. INUKA and you, as an Independent Contractor, each undertake to comply with our and your applicable data protection law obligations. For additional information please visit: inuka.co.za/paia/ and inuka.co.za/privacy-policy/.
- INUKA can contact you by email, SMS or telephone for administrative or operational reasons and provide offers, products, and services. This meets our legitimate business interests in sharing relevant information and ensuring you are updated with your business activities.
- In particular, you agree that your name, surname, address and telephone number can be shared with your Upline to process your application, future orders and your business results.
- You agree that INUKA can publish and share your achievements, photos and video contents in which you might appear on our Social Media Platforms and the INUKA InTouch Magazine as published from time to time.

2. Benefits: INUKA offers the Member an opportunity to purchase INUKA Products at wholesale price and to resell INUKA Products at a suggested selling price or utilize the products for personal use. INUKA Members may introduce other Members as provided for under the INUKA Compensation Plan to participate in and receive benefits under the Compensation Plan.

3. Margins / Profits / Volume Rebate: INUKA makes no representation as to how much, if anything, the Member may qualify for. Any Margins / Profits will depend on the skills and efforts of a Member.

4. Right of Member to terminate INUKA Membership: The Member may terminate the Membership with INUKA at any time for any reason by providing written notice to INUKA Fragrances. Email hello@inuka.co.za

5. Right of INUKA to terminate Membership: INUKA may terminate the rights of the Member in the event that the Member:

- Fails to comply with any of the terms or conditions of this Agreement or any Policies and Procedures of INUKA Fragrances now in effect or as they may be amended
- Makes any misrepresentation or engages in any unethical practice as a Member, as determined by INUKA in its sole discretion

6. Effect of Membership Termination: Upon termination for any reason, the Member shall cease to be a Member of INUKA, and the Member shall thereafter have no further rights to participate in or receive any benefits or compensation under the INUKA Compensation Plan.

7. Relationship to INUKA: The Member is an Independent Contractor. This Agreement does not create the relationship of employer-employee, agency, partnership, or joint venture between the parties. The Member will not be treated as an employee for tax purposes and the Member is responsible for paying all applicable taxes.

8. Member Advertising: Member advertising includes all forms of advertising, including the use of the Internet. The Member shall at no time adopt or use any word, logo, slogan or mark that is the same as or may be similar to or confusing with any trademark or service mark, logo or slogan owned or used by Fine Fragrance Wholesalers and/or INUKA Fragrances. All variations and adaptations of any trade- or service marks, logo and slogan owned or used by INUKA Fragrances shall be the exclusive property of INUKA Fragrances and INUKA Fragrances shall have the exclusive right to register the same and to license the use thereof. At no time during the term of this Agreement or at any time thereafter shall the Member or anyone acting on the Member's behalf attempt to apply for registration of any trade name or trademark owned or used by INUKA Fragrances. INUKA requires all Members to obtain prior approval for any advertisement content and/or any advertisement materials placed on the internet, which includes websites, hyperlink, e-mail communications, or any other electronic or computer-related medium. Further details are included in the Company's Policies and Procedures.

9. Heirs and Assigns: The benefits and obligations of this Agreement shall inure to and be binding upon the respective heirs, devisees, successors, and assigns of each party; provided however, the Member may transfer the Member's rights under this Agreement only upon (1) prior written notice to INUKA Fragrances, (2) the transferee's agreement to be bound by the terms of this Agreement, and (3) INUKA's acceptance of the transferee as a Member.

10. Product Range: INUKA reserves the right in its sole discretion to change its product line and prices at any time without notice and to amend the Terms and Conditions of this Agreement, its Compensation Plan and its Policies and Procedures, upon giving the Member at least 30 days written notice.

11. Practices: The Applicant recognizes the importance of creating and maintaining the goodwill of INUKA Customers, and further understands that INUKA is a Network Marketing Company whose Compensation Plan and success depend upon the efforts of its Members. It is agreed that the Member will use his/her best efforts in servicing INUKA Customers.

12. Recruitment of Members: To protect the integrity of the INUKA Compensation Plan and safeguard the hard work of all Members, INUKA strongly discourages changes in the Upline / Downline Family Tree Structure. Maintaining the integrity of the Upline / Downline Family Tree Structure is critical for the success of every Member and the INUKA Compensation Plan.

13. Membership Transfers: Although the Member is an Independent Contractor, the sale, transfer or assignment of an INUKA Membership is subject to certain limitations. If the Member wishes to sell, transfer, or assign his/her membership, the following criteria must be met:

- (1) The buyer or transferee must be (or must become) a qualified Member, (2) The termination request should be sent to the INUKA Head Office and must state that the Member is terminating the Membership in order to sell, transfer, or assign his/her membership to another INUKA Member, (3) Before the sale, transfer, or assignment can be finalized and approved by INUKA, the selling Member must satisfy any debt obligations with INUKA, (4) The selling Member must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign the membership, (5) Either the buying or the selling Member must pay the required Administration Fee, (6) No changes in the Upline / Downline Family Tree Structure can result from the sale or transfer of a membership. Further details are included in the Company's Policies and Procedures.

14. Repurchase Policy for Terminated Members: Upon termination of a Membership, INUKA will repurchase currently marketable inventory at not less than 90 percent of the Member's nett costs. This repurchase will include INUKA Products, INUKA-produced promotional materials and sales aids in the possession of that Member and purchased by that Member prior to the date of termination of the Membership with INUKA. Products shall not be considered "currently marketable" if they are returned for repurchase after the products' commercially reasonable useable or shelf-life period has passed or if they are products that the Company has clearly disclosed prior to purchase as seasonal, discontinued or special promotion products. Any monies due to the Company or Member Volume Rebate paid out on returned products to the terminated Member will be subtracted from the total amount of the refund. Any Volume Rebate paid to the Upline of the terminating Member will be deducted from future Volume Rebate of the Upline Member. The Member who returns products under this 90 percent buy-back policy relinquishes his/her right to sign up as a Member in the future.

15. INUKA Product Guarantee: At INUKA we are so certain that customers will be completely satisfied with their INUKA Product experience, that INUKA offers a 30 day guarantee. If the customer is dissatisfied with the INUKA Product for any reason, the Member shall exchange the product or refund the full purchase price to the customer. The Member can return the product. Once the product is received at the INUKA Head Office the Member will be given a replacement product. Prior to returning product/s to the INUKA Head Office for an exchange, a Return Authorization Number must be obtained from the INUKA Head Office Helpdesk.

16. Volume Rebate: Will be paid out on the 20th day of the following month in which the product purchases from INUKA were made and paid for. Volume Rebates for RSA Members are calculated on sales value excluding VAT. Volume Rebates for Non-RSA Members are calculated on sales value excluding VAT, transport, custom duties and export subsidy. Members may also elect to use their Volume Rebate as a credit on their next product order.

17. Effective Date: This Agreement shall become effective only upon:

- Submission of the Registration Form to the INUKA Head Office
- Once full payment for my Business Kit & delivery charges reflect in the INUKA bank account and an official receipt for payment of the Business Kit has been issued
- Issuance of an INUKA Fragrances Member Code

18. Social Media: INUKA recognizes that our Members use social media platforms such as Facebook, Pinterest, Instagram, Twitter, YouTube, or similar sites to connect with others and potential customers. Using INUKA corporate trademarks, trade names, copyrighted materials, logos, including MOHLOLO, or any other INUKA product logos or product images in your social media presence is not allowed without prior permission from INUKA. Members are not allowed to create a website, online shopping platform or blog that is strictly only for the purpose to join, buy products or promote the INUKA Business. Members are not allowed to create a Facebook or Website page in the name of INUKA, or that of its products. We suggest you use your own full name. Any videos not produced by INUKA must be reviewed and authorized by the INUKA before being used in a Social Media environment. Contact us on customercare@inuka.co.za for assistance and our Social Media Guidelines.

19. Online Shopping Platforms: The INUKA Products are not intended for any resale to the end consumer on any Online Shopping Platform. Members are not allowed to engage with 3rd parties to sell INUKA Products on Online Shopping Platforms.

20. Personal Information: I hereby agree and acknowledge that all personal information provided may be used and processed by INUKA and such use may include digital storing of data outside South Africa.