



LIMITED AGENCY AGREEMENT

THIS IS TO CERTIFY THAT (Please denote Mr. Mrs. Miss. Ms.)

FIRST NAME	SURNAME
STREET	SUBURB
STATE	POSTCODE
TEL(H)	TEL(W)
TEL(MOB)	
FAX	
EMAIL ADDRESS	
DATE OF BIRTH	

Hereinafter referred to as " The Agent " is hereby appointed an independent agent to solicit and take (but not accept) orders from customers for the products of Quality Garments Pty Ltd ACN 098 152 839 trading as Intimo Lingerie ("The Company") at the retail prices fixed by The Company from time to time.

If the Agent is a corporate body then the Agent agrees the services shall be performed by the following named key person who will hereinafter be referred to as "The Key Person":

NAME OF KEY PERSON _____

The parties agree that

1. The Agent may seek and obtain (but is under no obligation to do so) purchase orders from customers anywhere in Australia for the products of The Company at the retail prices specified by The Company from time to time.

2. (i) If such orders are accepted by The Company and the purchase price paid for the products ordered, The Company will allow to The Agent the commissions set out in Schedule A herewith as amended by the company from time to time.

(ii) In addition to the commission structure outlined in SCHEDULE A is a subsequent commission reward system, herein identified as the CONSULTANT BUSINESS PLAN. This reward system applies to Consultants who have been active for a minimum of three months. Information pertaining to the specifics of the CONSULTANT BUSINESS PLAN can be obtained from The Company's head office. The Company will allow to the qualifying Agent the appropriate CONSULTANT BUSINESS PLAN commissions. The Company may amend the particulars of the CONSULTANT BUSINESS PLAN from time to time.

3. The Agent is not obliged hereunder to perform any work of any nature whatsoever.

4. The Agent may engage other persons to perform the services as The Agent shall from time to time think fit provided that in selecting such persons The Agent shall ensure that they are of a character and appearance which will not cause the reputation of The Company to suffer.

5. There are no restrictions placed on The Agent as to territory within Australia and New Zealand. The Agent agrees not to solicit or take orders for the products of The Company from customers outside Australia and New Zealand.

6. The Agent is an independent contractor in business on The Agent's own account selling the service of selling the product. The agent is not an employee of The Company, and is not an agent of The Company for any purpose whatsoever other than to seek and obtain purchase orders, and as such The Agent will not hold themselves out to be otherwise. In particular, the Agent acknowledges having no power or authority to incur any debt, obligation or liability on behalf of The Company. The Company shall not be responsible for any sick leave, PAYG taxation or similar matters, and accepts no responsibility for the procuring or establishment of workers compensation insurance or other insurance or any superannuation in respect of the operations of The Agent hereunder. The Agent acknowledges that they are solely responsible for paying any income tax direct to The Commissioner of Taxation.

7. The Agent will bear all costs and expenses incurred by The Agent in connection with their activities and The Agent hereby indemnifies and keeps The Company indemnified against all actions, proceedings, liabilities, claims, damages, costs and expenses arising out of or in any way relating to

The Agent's activities hereunder, except such as relate to the inherent quality and fitness of The Company's products for which The Company is responsible.

8. Upon signing this agreement, The Agent will purchase a demonstration kit containing samples of The Company's products, for a consideration determined by The Company from time to time. The Agent also agrees to take up new samples which are offered from time to time by The Company.

9. The Agent is encouraged to maintain the said range of sample products in good order and condition. The Agent hereby acknowledges that the purchase price of the said sample range of products is not refundable except as required by law.

10. The Agent will solicit orders for The Company's products only through the Party Plan method of selling. The Agent acknowledges understanding what is meant by the Party Plan method.

11. This Agreement is subject to acceptance by The Company at its office at 2 Meaden Street, Southbank, Victoria which acceptance shall be deemed to occur upon the sending by The Company of a letter of acceptance and/or a copy of this Agreement duly signed by an Officer of The Company authorised so to do.

12. The Company reserves the right to amend its policies and procedures from time to time. This Agreement is subject to variation by The Company at its sole discretion and upon such variation The Company may require that The Agent enter into a revised Agreement in order to remain as an Agent of The Company.

13. It is agreed to by The Company and The Agent that, if The Agent is registered for GST (and only if The Agent is registered for GST), the following will apply:

(i) the company can issue recipient created tax invoices in respect of the supplies made to the company by the agent;

(ii) the agent will not issue tax invoices in respect of those supplies;

(iii) the agent acknowledges that it is registered for GST when it enters into the agreement and that it will notify the company if it ceases to be registered (and this provision will no longer apply); and

(iv) the company acknowledges that it is registered when it enters into the Agreement and that it will notify the agent if it ceases to be registered for GST.

14. Privacy – The Agent agree to The Company collecting and storing any personal information concerning The Agent contained herein and to The Company using it in relation to the activities of The Agent hereunder. The Agent consents to the transfer by The Company of the personal information contained herein to any registered Agent of The Company.

15. The Agent acknowledges that The Company sponsors a complete satisfaction or money back guarantee as to each of The Company's products and that The Agent shall not receive commission in respect of products which are returned to The Company

16. Orders placed by The Agent are subject entirely to acceptance and confirmation by The Company and may be refused at The Company's sole discretion. The Agent acknowledges that The Company is not bound to supply product to meet the orders obtained by The Agent if The Company is unable to meet or provide supply because of circumstances outside The Company's reasonable control.

17. The Agent must obtain The Company's prior approval for any editorial, advertising or any other use of the Intimo name in any form of media or on the internet

18. The Agents agrees to keep confidential and not use for any other purpose than as an Agent of any confidential information owned by The Company where confidential information includes information concerning the purchasing or development of The Company's products, customer lists, operating procedures and financial information. This obligation shall survive the termination of this Agreement.

19. The Agent acknowledges that if they resign their Agency they cannot commence a new Agency with The Company for twelve (12) months from such resignation.

20. The Agent agrees to use the documents manuals and forms supplied by The Company for their intended roles and in the form in which they are provided to The Agent by The Company.

21. The Agent acknowledges that they cannot sell their downline to any other person without first obtaining the express written consent of The Company.

22. Commission shall be paid on the fourth business day after the close of month by way of direct credit to the Agent's nominated bank account.

23. The Agent agrees to abide by the Direct Selling Association of Australia (DSAA) Code of Practice and to maintain the highest standards of integrity, honesty and responsibility in their dealings with The Company, consumers and other agents of The Company. The Agent agrees to perform their duties as a consultant loyally and in good faith towards The Company. The Agent agrees to abide by all applicable laws regarding the advertising, selling and distribution of goods and will not make untrue or misleading statements about The Company's products. The Agent also agrees to present The Company's products in a sincere manner and to hold The Company harmless from any damage resulting from any misrepresentation by The Agent. The Agent shall not disparage The Company during the currency of this Agreement or after its termination.

24. Neither this Agreement nor The Agent's business of soliciting sales of The Company's products may be transferred or assigned nor operated as a partnership with

any other person without first obtaining The Company's express written consent.

25. The Key Person acknowledges that they must at all time remain active in the provision of the services by The Agent and that each obligation of The Agent as described herein shall in the case of a corporate entity apply equally to the Key Person. An individual cannot be a Key Person in respect of any more than one Agent.

26. The Agent agrees that if the agency created is terminated by either party for any reason then The Agent shall not on The Agent's own account or account of any other person induce or seek to induce any other Agent of The Company to terminate their Agency Agreement or otherwise interfere with The Company's relationship with that other Agent.

27. The Agent agrees that if the Agency created is terminated by any party for any reason then The Agent shall not on The Agent's own account or account of any other person induce or seek to induce any other employee of The Company to terminate their employment or otherwise interfere with The Company's relationship with any of its employees.

28. The Agent acknowledges that this Agreement will automatically terminate if The Agent becomes an employee of the Company.

29. The Agent may terminate this agreement at any time by written notice to The Company at its Head Office.

30. If The Agent does anything which The Company deems is contrary to The Company's best interests, then The Company may terminate this Agreement by notice in writing to The Agent at The Agent's address last known to The Company.

31. In the event that this Agreement is terminated for any reason, The Agent will:

(i) Within five (5) days after termination, pay all monies The Agent owes to The Company;

(ii) Return to The Company by prepaid mail all copies of the Company's "Intimo Learning Program" training manual.

32. Should this agreement be terminated for any reason, all copies of customers' orders held by The Agent must be returned to The Company immediately.

33. This document constitutes the entire agreement between The Company and The Agent and no representations or warranties have been made or given by The Company or any of its representatives to The Agent other than those set forth in this agreement.

34. This agreement shall be governed by the laws of the State of Victoria and any legal proceedings by either party against the other shall be instituted in the appropriate court in the City of Melbourne, Australia.

35. If anything in this Agreement is unenforceable, illegible or void then it is severed and the rest of the Agreement remains in force.

SCHEDULE A

Commission shall be paid on net sales (after deduction of GST).
For GST registered contractors, GST will be added to the net discount.

The Commission rates are as follows;

SALES PER MONTH	COMMISSION RATE PAYABLE
\$0.00 ~ \$2000.00	20%
\$2001.00 ~ \$2500.00	22%
\$2501.00 ~ And Over	25%

Once the month has closed, the applicable commission rate is then attached to each order submitted during that month. Therefore, irrespective of when the money related to those orders is received, commission will be automatically calculated reflecting the correct commission rate.

RECRUITMENT BENEFITS

In addition to commission generated on personal sales, INTIMO Lingerie Consultants earn commission on sales of each person introduced into the sales force.

Level One

5% For each person directly introduced into the sales force a 5% commission is payable to you on that persons monthly sales.

Level Two

2% For each person introduced into the sales force by your LEVEL ONE person a 2% commission is payable to you on each person's monthly sales.

Level Three

0.5% For each person introduced into the sales force by your LEVEL TWO person a half percent commission is payable to you on each person's monthly sales.

There are no restrictions to the number or location of people introduced in Australia. Commission is calculated on the monies received against sales orders during the month. To access downline commission it is necessary to maintain a minimum of \$500.00 personal sales per month, or maintain three active first line recruits. (Active is defined as \$500.00 personal sales per month.) When a sales team has been developed, an alternate Business Plan is available upon request which introduces additional rewards to the Consultant. (Refer to as Business Plan, Schedule B.)

PLEASE RETURN AGREEMENT TO HEAD OFFICE AS SOON AS POSSIBLE.
COMMISSIONS AND KITS CANNOT BE PROCESSED BEFORE AGREEMENT HAS BEEN RECEIVED.

SIGNATURE OF AGENT

CODE NUMBER

DRIVERS LICENCE NUMBER

NAME OF SPONSOR/CODE NUMBER

NAME OF TRAINER

FOR AND ON BEHALF OF THE COMPANY (Authorised Officer)

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