



Sales Agent Agreement

South Africa

This Sales Agent and International Sponsor Agreement is between Hemptons Holdings Ltd., an Irish corporation, registered address: 92 South Mall, Cork, County Cork, Ireland, (“Hemptons”) and I.

Hemptons and I agree and understand that this Sales Agent Agreement constitutes a distinct and separate agreement from the Resident Country Product Purchase Agreement with Hemptons M&D, the South African brand office of Hemptons Holdings Ireland (as defined in the PPA).

A. Definitions

The meaning of all terms not found in this section of the Sales Agent Agreement is set forth in the Policies and Procedures.

“**Bonus**” means the compensation paid to a Sales Agent based on the volume of Products sold by a Sales Agent, their downstream team and breakaway Executives, upon meeting all requirements as set forth in the Sales Performance Program.

Hemptons M&D has been assigned the right to pay Bonuses to Sales Agents in the Resident Country.

“**Contract**” means the agreement between Hemptons and I, composed of this Sales Agent Agreement and the PPA (as each is defined below).

“**Sales Agent**” means an independent contractor authorized by Hemptons under this Sales Agent Agreement to promote its Products, recruit other Sales Agents and receive Bonuses in accordance with the requirements of the Sales Performance Program.

“**Sales Agent Agreement**” means this Sales Agent Agreement, including the Policies and Procedures, the Sales Performance Program and materials pertaining to optional programs, as each may be amended and are incorporated herein by reference.

“**Hemptons**” means Hemptons Holdings, Hemptons M&D and their affiliated companies.

“**Products**” means the products and services of Hemptons that are sold through Hemptons M&D in the individual Authorized Countries.

“**Policies and Procedures**” mean the policies governing how a Sales Agent is to conduct their business and defining the rights and relationships of the parties.

“**Resident Country**” means, if you are an individual, the country, territory, or other political jurisdiction in which you are a citizen or a lawful resident and whose country’s Sales Agent Agreement you have accepted and signed.

If you are a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organization, then it is the country, territory, or other political jurisdiction in which the company has been registered, under the laws of your Resident Country and each member of the Business Entity has proper legal authorization to conduct business in the Resident Country and whose country’s Sales Agent Agreement you have signed.

“**Sales Performance Program**” means the specific plan that outlines the details and requirements of the compensation structure for Sales Agents.



B. Right to Market Products and Sponsor in my Resident Country

Subject to the terms and conditions of the Sales Agent Agreement, Hempton's hereby appoints me as Sales Agent.

As Sales Agent, I have the right to:

- (a) promote the Products in my Resident Country through person-to-person interaction and
- (b) sponsor new Sales Agents in my Resident Country.

C. Right to Sponsor and to Purchase Products in Non-Resident Countries

Hempton's grants me the right to sponsor new Sales Agents in Non-Resident Countries.

This Sales Agent Agreement however, does not grant me the right to personally promote Products in said Non-Resident Country/ies.

I acknowledge that every Non-Resident Country may have specific laws and requirements applicable to me as a sponsor of Sales Agents in that Non-Resident Country and I agree to comply with all laws, statutes and regulations of that Non-Resident Country, including but not limited to, all immigration, visa and registration requirements.

Hempton's does not accept responsibility for legal matters or disputes arising from a Sales Agent's downstream team, resident outside of the resident country's jurisdiction. A Sales Agent will not involve Hempton's in any disputes with its downstream affiliates.

Subject to the PPA, I agree that I may purchase Products in a Non-Resident Country only from a Hempton's representatives and/or distributor/s assigned as the exclusive wholesale Sales Agent in that Non-Resident Country.

I further agree that:

- (i) I may only purchase Products in a Non-Resident Country for personal use or to demonstrate to potential new Sales Agents.
- (ii) I have not and will not, either directly or indirectly, sell, resell or distribute any Products in a Non-Resident Country, unless I am an EEA Country Resident for which special conditions apply and
- (iii) I will comply with all applicable laws regarding the purchase of Products in a Non-Resident Country.

D. Independent Contractor

I acknowledge and agree that as a Sales Agent, I am an independent contractor and not an employee of Hempton's.

As an independent contractor, I will:

- be self-employed and determine in my sole discretion, when I work and the number of hours I work;
- be paid Bonuses based on actual purchases and sales and not the number of hours that I work;
- be subject to entrepreneurial risk and personally responsible for all losses that I incur as a Sales Agent – and not hold Hempton's accountable;
- pay my own license fees and any insurance premiums;



- be responsible for all expenses of my business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting and general expenses, without advances, reimbursement, or guarantee from Hemptions;
- not be treated as an employee for tax purposes; and
- pay any self-employment taxes and fees as required by law.

I am not an employee, commercial agent, business partner, business finder or legal representative of Hemptions and except as permitted by the Agreement, I am not authorized to act on behalf of Hemptions.

Nothing in the Agreement is intended or will be deemed to constitute a partnership, agency, employer/employee, or a joint venture relationship between Hemptions and I.

E. Bonuses

- (a) I will not purchase any Hemptions Product solely for the purpose of qualifying for Bonuses. I agree that prior to placing a subsequent product order, I will have on-sold or consumed at least 90% of any previous orders.
- (b) I agree that part of the consideration for me to receive Bonuses and recognition, is based on my agreement to spend considerable time to:
 - (i) personally sell Products and
 - (ii) train, encourage, supervise and assist my downstream team, in its efforts to sell Products to customers and
 - (iii) promote the products, through all legal means and platforms.

F. Representations and Warranties

I represent and warrant that I am authorized to enter into this Sales Agent Agreement, that I have met all legal requirements to enter a valid contract and when executed and delivered by me and accepted by Hemptions as described herein, the Sales Agent Agreement constitutes a legal, valid and binding obligation.

I also represent and warrant that:

- (a) the information that I provided in the Sales Agent Agreement is accurate and complete and if I have provided any false or misleading information authorizes Hemptions, at its election, to declare their respective parts of the Sales Agent Agreement void from its inception;
 - (b) the ID number or tax identification number that I provided is my correct ID number and taxpayer identification number for my Resident Country;
 - (c) if an individual, I am a citizen or a legal resident of my Resident Country and have the legal right to act as a Sales Agent in the Resident Country; and
- (d) if a business entity, such as a corporation, partnership, limited liability company, or any other form of legal business entity, it is legally formed under the laws of my Resident Country and that each member of the business entity has proper legal authorization to conduct business in the Resident country on behalf of the business entity.
 - (e) I represent and warrant that neither I nor my partner/spouse are currently actively involved as Sales Agents, selling direct competitive products and/or brands to Hemptions, which may jeopardize and/or divide loyalties between the brands represented and Hemptions products and brands.

G. Privacy Notice

I agree that my personal data may be processed as set out in the Hemptions privacy notice.

H. Acceptance of Contract

The effective date of the Sales Agent Agreement will be the date it is accepted by Hemptions, which will be the date that I execute the Sales Agent Agreement and submit a signed agreement to either my upstream sponsor or directly to Hemptions – and it is received and is accepted and countersigned by Hemptions.

I. Indemnity and Limitation of Liability

(a) Indemnity

I will indemnify and hold Hemptions and each of their shareholders, officers, directors and employees harmless from and against any claim, demand, liability, loss, action, causes of action, costs, or expenses, including, but not limited to, reasonable attorney’s fees, resulting or arising from, directly or indirectly, any acts or omissions by me in conducting my independent Sales Agent business, including without limitation, breach of representations and warranties, material breach of the Sales Agent Agreement and other agreements between the parties, or any other claims or causes of action.

(b) Limitation of Liability

This clause limits Hemptions’ liability to you. Please read carefully.

“I agree that the maximum liability of Hemptions for any claim whatsoever arising from this Agreement or from my relationship with Hemptions, including, but not limited to any cause of action arising in contract, misdemeanor or equity will be limited to the cost of products that I have purchased from Hemptions in my Resident Country during the twelve month period preceding the date that you made Hemptions aware of the dispute or 6 000€, whichever is greater”.

J. Mandatory And Binding Arbitration

1. This Sales Agent agreement is subject to arbitration. Cork, Cork County will be the exclusive venue for arbitration, or any other resolution of any disputes arising under or related to this Sales Agent agreement.

The place of origin of this Contract is Cork County, Cork, Ireland and it will be governed by, construed in accordance with and interpreted pursuant to the laws of Ireland without giving effect to its rules regarding choice of laws. The exclusive venue for any and all Disputes and jurisdiction will be in Cork, Cork County, Ireland. I consent to the personal jurisdiction of any court within the County of Cork and waive any objection to an improper venue.

2. I agree that any Dispute will be resolved and settled in accordance with and pursuant to the terms and conditions of this section, and by the rules and procedures set forth in Chapter 7 (Arbitration) of the Policies and Procedures or may be viewed online in the Office section of a company web site. The arbitration proceedings will be conducted in Cork, Cork County, Ireland. The arbitration will be conducted in English, but at the request and expense of a requesting party, documents and testimony will be translated into another language.



One arbitrator will be appointed to hear and decide disputes, which arbitrator will be selected by consent of all parties. The parties will each bear their own costs and expenses and an equal share of the :

- (i) cost of the arbitrator and
 - (ii) administrative fees of arbitration. Neither the parties nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.
3. A "Dispute" is defined as any and all past, present or future claims, disputes, causes of action or complaints, whether based in contract, misdemeanor, statute, law, product liability, equity, or any other cause of action,
- (i) arising under or related to this Sales Agent Agreement,
 - (ii) between other Sales Agents and me arising out of or related to a Sales Agent Account, or our business relationships as independent contractors of Hemptions,
 - (iii) between Hemptions and I,
 - (iv) related to Hemptions or its past or present affiliated entities, their owners, directors, officers, employees, investors, or vendors,
 - (v) related to the Products,
 - (vi) regarding Hemptions' resolution of any other matter that impacts my Sales Agent Account, or that arises out of or is related to Hemptions' business, including my disagreement with Hemptions' disciplinary actions or interpretation of the Sales Agent Agreement.

I agree to accept and be bound by this arbitration agreement if I access any Hemptions Web Site and/or documentation and use the information therein, or by the purchase of any products made available through said Web Sites, or the purchase of any products from Hemptions M&D, or if i receive a bonus or all of the above.

By signing below, I certify my understanding of and am in agreement with the Sales Agent Agreement.

Name _____
Title _____
Date _____
Signature _____