



INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement (this “**Agreement**,” as defined further in Section 4.25 below) is between

1. Vorwerk Canada, Ltd., located in Toronto, Ontario, Canada (“**Vorwerk**”, “**We**”, “**Us**”, or “**Our**”), and
2. The individual identified in the Registration process (“**You**” or “**Your**” or “**Consultant**”).

1. DEFINITIONS

“**Welcome Kit**” means the initial tools needed to start Your business.

“**Consultant**” means any individual performing under this Agreement.

“**Consultant Handbook**” means the handbook (either individually as sections or collectively) or any other guidance document, howsoever titled, that We may issue from time to time at Our sole discretion and which provides guidance relevant to acting as a Consultant in relation to the Thermomix®. The Consultant Handbook may be amended from time to time at Our sole discretion, and We will give You 30 days’ notice by mail, or by electronic means, including email, of such changes except in the case of minor administrative changes. You understand that the continuation of your Independent Consultant business and/or your acceptance of bonuses or commissions shall constitute your acceptance of and consent to any and all amendments.

“**Consultant Obligations**” means the mandatory obligations set out in this Agreement and in the Consultant Handbook.

“**Commission**” means the amount We will pay to You following the Sale of a Thermomix® to a Customer, as set out in the Commission Plan.

“**Commission Plan**” means the rates of commission and bonuses that apply at the time of the Sale of a Thermomix®. We may amend these rates from time to time and will inform You of such amendments by giving You 15 days’ prior notice by mail or by electronic means, including email, which amended rates shall apply to all Sale’s occurring following the effective date of the amendment. You understand that the continuation of your Independent Consultant business and/or your acceptance of bonuses or commissions shall constitute your acceptance of and consent to any and all amendments.

“**Commission Statement**” means a monthly written statement that sets forth any Commission that becomes due and payable to You pursuant to the Commission Plan and this Agreement.

“**Confidential Information**” belonging to a Party means all information (whether written, oral or in electronic form) concerning the business and affairs of that Party that the other Party obtains and receives as a result of the discussions leading up to or the entering into or the performance of this Agreement.

“**Customer**” means any person, company or other organization who attends a full demonstration of the functions of the Thermomix® by You and who completes a Customer Order to purchase one or more Thermomix® noting You as the Consultant.

“**Customer Order**” means a correctly and fully completed order, stating one or more Thermomix® to be purchased from Us in the format required by Us.

“**Full Payment**” means the receipt of cleared funds or the full amount due from a Customer following a Customer Order accepted by Us.

“**Party/Parties**” means Us and You.

“**Registration Process**” means the electronic registration process by which you submit the necessary information to Us to sign up to become a Consultant.

“**Resalable**” means an item that satisfies each of the following elements: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and 4) they are returned to Us within thirty (30) days from the date of purchase.

“**Sale**” means a properly completed Customer Order for one or more Thermomix® accompanied by Full Payment (or in the case of divided payments the deposit has been received in full and arrangements for remaining payments have been made which are acceptable to Us, or, in the case of a finance option acceptable to Us and the cleared funds have been received from the finance company) by a retail Customer which has been accepted by Vorwerk.

“**Services**” means the services you perform pursuant to this Agreement, which shall include the demonstration, promotion of, and arrangement of Thermomix® product sales to Customers.

“**Team Leader**” means a Consultant that is appointed by Us to the role of Team Leader in accordance with this Agreement and as further described in the Commission Plan.

“**Territory**” means the Canadian provinces and territories of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and Yukon.

“**Thermomix®**” means the current model of the Vorwerk Thermomix® kitchen appliance.

“**Training**” means Our Consultant training.

“**Vorwerk Entity/Entities**” means any entity within the Vorwerk Group.

2. WE AGREE

- 2.1. We agree to let You act as an independent sales representative (Independent Consultant) with respect to the Thermomix®. You may demonstrate to, seek orders from and arrange sales of the Thermomix® to Customers in the Territory. In accordance with Section 4 of this Agreement and the subsections therein, You shall retain discretion to determine when you perform the Services and the Customers to whom you direct such Services.
- 2.2. If, following a Thermomix® demonstration by You to a Customer, You are entered as the Consultant in a Customer Order which leads to a completed Sale between Vorwerk and the Customer, We will pay You a Commission with respect to that Sale in accordance with the terms of the Commission Plan contained in the Consultant Handbook.
- 2.3. In the month after which Full Payment is received by Us with respect to any such relevant Sale, We will issue a Commission Statement to You with respect to the Commission due. We will pay You by direct bank transfer only. We must have Your bank details and provided You have given these to Us and have reported Your activities to Us in a timely manner, You will be paid the Commission due by the end of that month.
- 2.4. If for any reason, a Sale on which You would in principle be entitled to receive Commission is not completed or is cancelled or is otherwise rejected, You agree to repay to Us any Commission previously paid by Us relating to that Sale. At Our absolute and sole discretion such, amount may be deducted from any other payments due to You from Us.

3. YOU AGREE

- 3.1. Before demonstrating the Thermomix® to a Customer or potential Customer You must:
 - 3.1.1. Already own or have purchased or registered to earn or eligible to earn the current Canadian model of the Thermomix® together with all current parts, materials and accessories, and purchase a Welcome Kit, as described in the Consultant Handbook, for the sole purpose of facilitating sales. You may be required to own new or updated versions of the Thermomix® or parts thereof. We may (without obligation to Us) from time to time agree to establish with You payment mechanisms for such purchase by You, such as installment arrangements or deductions from Commission payments;
 - 3.1.2. Successfully complete the Training;
 - 3.1.3. Complete any training that is required by Us in order to demonstrate the Thermomix® as We may advise You from time to time. You will not demonstrate the Thermomix® to

- Customers or potential Customers unless You have completed all current training; and
- 3.2. You agree that as an Independent Consultant arranging sales, there is no reason for You to purchase inventory, and You are strictly prohibited from purchasing and reselling product.
- 3.3. You may return a purchased Welcome Kit and/or Thermomix® for a refund so long as it is in Resalable condition.
- 3.4. You acknowledge that Vorwerk has a commercially reasonable buy-back guarantee. You executing this agreement signifies that You are aware of this buy-back guarantee and have been informed of the existence of the buy-back guarantee, and the manner in which it can be exercised.
- 3.5. All Thermomix® demonstrations must be carried out subject to Our Consultant Handbook and any other guidelines that we provide to You, and You agree that You will abide by all Consultant Obligations. During the term of this Agreement, You agree not to enter into a contract or accept an obligation inconsistent or incompatible with Your obligations herein, or the scope of Services to be rendered for Thermomix®, under this Agreement. You warrant that, to the best of Your knowledge, there is no other existing contract or duty on Your part that conflicts with or is inconsistent with this Agreement.
- 3.6. All product orders must be placed through Our website.
- 3.7. You are only authorized to arrange sales of the Thermomix® for the retail price set by Us in accordance with the terms of this Agreement and the Consultant Handbook. You have no authority to negotiate either the price or the specification of the Thermomix® with any Customer or potential Customer.
- 3.8. You understand that there is only one revenue generating event for a Consultant, namely the Sale of the Thermomix® to Customers by Us. You acknowledge that all commissions and other remuneration (including overrides, bonuses, incentives and awards) shall be paid solely as a consequence of a Consultant's supply of the services of arranging for such Sales. You understand that no commissions or other remuneration shall be paid to anyone for mere sponsorship or recruitment or enrollment of any other Consultant or for any other reason. Consultants are strictly prohibited from making or representing that compensation is available for anything other than a Consultant arranging the Sale of goods to retail Customers by Vorwerk.
- 3.9. You will conduct Your business in an honest and ethical manner to operate in a competent and efficient manner so as to promote and uphold the names and reputations of Vorwerk and the Thermomix®.
- 3.10. You will not utilize any marketing techniques, advertising, circulars or documents that would or could have the effect of damaging the reputation of Vorwerk or the Thermomix®. Before using any marketing material that contains images created or owned by Vorwerk or of the Thermomix® or references Vorwerk or Vorwerk products (including but not limited to electronic, internet, printed and written materials) You must obtain Our prior written consent.
- 3.11. You agree not to make any defamatory or disparaging comments regarding any competitor of Vorwerk, or their products.
- 3.12. You will not register any internet domain name, website, webpage or use any email address or pseudonym in any media (including social media) existing now or in the future containing the words "Vorwerk" or "Thermomix" or "Bimby" or any other product of Vorwerk or that could be confused or interpreted as associated with any of the foregoing (e.g., "Thermo" or "Thermi").
- 3.13. Any intellectual property created by You that is derived from any intellectual property of Vorwerk or any pre-existing intellectual property of Vorwerk or other intellectual property created or owned by Vorwerk or its licensors (collectively, "**Vorwerk Materials**") shall at all times be and remain the property of Vorwerk, and You shall assign all rights and take all actions necessary without further consideration to vest in Vorwerk all rights consistent with the terms of this Section 3.13 without further consideration. You agree that the Vorwerk name, and all Vorwerk trademarks or trade names are the exclusive property of Vorwerk and except in the performance of activities described in the Consultant Handbook, may not be used in or on any type of marketing, whether written, oral, or otherwise, without prior written consent. You may not copy or reproduce in any manner any Vorwerk Materials except as expressly approved in writing nor use such Vorwerk Materials in any manner which, in the sole judgment of Vorwerk, may be injurious to, or tend to impair, Vorwerk's rights therein. You shall stop use of any Vorwerk Materials immediately upon request of Vorwerk. From time to time, Vorwerk may recognize Consultants, their Sales results and earnings in Vorwerk publications. You must notify Vorwerk in writing if You do not want such information published.
- 3.14. As an Independent Consultant, You will be responsible for all costs and expenses that You incur in connection with Your activities under this Agreement and You are not entitled to be reimbursed for such costs and expenses by Us or to pass such on to Vorwerk. Without prejudice to the generality of this Section, You shall be responsible for all costs and expenses relating to Your Independent Consultant business including, but not limited to, stationary, information technology, telephone, property and accommodation, refreshment, utilities and administrative costs involved in You acting as a Consultant.
- 3.15. You agree to indemnify Us, and Our affiliates, agents, mandataries, employees, contractors, shareholders, members, managers and directors against any loss, cost, expense or other liability caused by Your acts or omissions related to this Agreement and Your breach of the terms of this Agreement or the Consultant Handbook, except liabilities that relate to the inherent quality and fitness of the Thermomix® existing at the time it is delivered by Us.
- 3.16. You must not make any representations, guarantees or warranties regarding the Thermomix® other than those that You are expressly authorized to make by Us.
- 3.17. You agree that We may collect and store certain personal information about You for the purposes of administering this Agreement and enabling our efforts under this Agreement. As such, Your personal information may be transferred outside of Your province of residence and outside of Canada, and you hereby consent to such cross-border transfer.
- 3.18. You must notify Us promptly of any change of personal or administrative details such as, but not limited to, Your name, address, telephone number or email address.
- 3.19. You will keep all Customer information safe and confidential and delete it as appropriate or upon request from Us or a Customer. No Customer information that You obtain may be supplied to any other party than Us, and you hereby agree and undertake to obtain consent from the Customer regarding Your disclosure of their personal information to Us as may be required by law. In addition, You agree not to collect, retain, use, sell, or otherwise disclose a Customer's personal information for any purpose other than the specific purpose of performing the Services specified in this Agreement.
- 3.20. You will comply with all applicable federal, provincial and/or municipal tax and licensing requirements.
- 3.21. You agree that Vorwerk shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control.
- 3.22. You authorize Vorwerk to send You e-mail messages, text messages, and/or notify You by phone or facsimile regarding Vorwerk products, services, compensation, and offer other topics that Vorwerk determines may be of interest or benefit to You. You agree that your receipt of such messages will not be deemed a violation of any federal or provincial legislation or regulations.
- 3.23. You understand and agree that certain personal information relating to You and your Independent Consultant business will be collected, used and retained by Vorwerk in accordance with Vorwerk's Privacy Policy, as amended from time to time, and otherwise in accordance with Canadian federal and provincial privacy laws, and You hereby consent to the same. We hereby reserve the right to amend or revise the terms of Our Privacy Policy without express notice to You, and You hereby consents to the same amendments, provided not unreasonably made.
- 3.24. In operating your Independent Consultant business, You also agree to adopt, implement and disseminate a privacy policy that complies with all Canadian federal or provincial privacy laws that its business may be subject to, of which you are solely responsible, and which compliance shall be undertaken at your sole expense.
- 3.25. With respect to the role of Team Leader, You agree to the following:
- 3.25.1. From time to time, We, in Our sole and absolute discretion, may (a) appoint Consultants to the role of Team Leader; (b) change the geographic location for which a Team Leader is

	responsible; (c) change the team of Consultants for which a Team Leader is responsible ("Team"); and (d) to the extent You are appointed to the role of Team Leader, remove such appointment in accordance with the Commission Plan and as specified herein.	4.6.	You are free to conduct any other work, business and employment at your discretion subject to Section 3.5 of this Agreement.
3.25.2.	Subject to the terms of this Agreement, a Team Leader may receive a Commission for Sales completed by each new Consultant that such Team Leader recruits and provided that such new Consultant is part of the Team Leader's Team, in each case as specified in the Commission Plan. Any such Commission is subject to change at any time, in Our sole and absolute discretion, including, without limitation, if We elect to move a Team Leader to a new geographic location or change the Team Leader's Team (each, a "Change"). In the event We elect to make a Change as specified herein, We will provide the applicable Team Leader with at least 15 days' prior written notice before such Change becomes effective. In the event We provide a Team Leader with written notice of a Change, the applicable Team Leader will continue to accrue Commissions in accordance with the Commission Plan until the effective date of such Change, at which time the Team Leader will receive Commissions in accordance with the Commission Plan that is applicable to the Team Leader following the effective date of the Change.	4.7.	You may, with Our prior written approval, appoint a suitable, trained substitute to act in Your place as a Consultant in the Territory from time to time, provided that the substitute shall be required to sign up as an Independent Contractor with Us. If You appoint such a substitute, You shall be personally and wholly responsible for any payment or fee, if any, that You agree upon with the substitute for their acting as a substitute.
		4.8.	This Agreement is not a contract of employment and accordingly You shall be fully responsible for and shall indemnify Us and all other Vorwerk Entities for and in respect of: (a) any income tax, insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of this Agreement or any payment of Commission received by You pursuant to this Agreement. Where such recovery is not prohibited by law You shall further indemnify Us and all other Vorwerk Entities against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Us in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by You arising out of or in connection with this Agreement. We and all other Vorwerk Entities may, at Our option, satisfy such indemnity (in whole or in part) by way of deduction from payments due from Us to You.
4. BOTH PARTIES AGREE			
4.1.	The relationship of You to Us will be that of an independent contractor and nothing in this Agreement or related to it shall render You an employee, worker, agent, mandatory or partner of Us or any other Vorwerk Entity and You shall not hold yourself out as such. As such, and as further provided for in the Consultant Handbook, You shall have complete control over your direct selling business, shall be responsible for your ownership of tools and other materials required for the operation of your business, and shall bear the sole chance of gain and risk of loss. You shall have no power to bind Vorwerk and shall not represent yourself otherwise than as an independent contractor of Vorwerk. The legal relationship between Vorwerk and its Consultants is not intended to create, and does not create, an employer/employee relationship, agency, partnership, franchise or joint venture relationship between You and Us or any other Consultant. Accordingly, You will not be treated as an employee of Vorwerk for Canadian provincial or federal tax purposes (including, but not limited to: federal and provincial income tax withholding or reporting requirements, federal and provincial unemployment insurance and CPP, QPP and QPIP deductions, GST/HST and other like taxes, and provincial employment standards rules and workers' compensation legislation purposes). You are solely responsible for these withholding, remitting and registration obligations, and shall indemnify Us from and against any order, penalty, interest, taxes or contributions that may be assessed against Us due to Your failure or delay to make any such withholdings, remittances or registration, or to file any information required by any law.	4.9.	Both Parties will cooperate with each other and provide such information and assistance as the other may reasonably require in order to fulfill this Agreement.
		4.10.	Except as authorized or required under this Agreement or by law, each Party shall keep secret and shall not use or disclose, and shall use reasonable endeavors to prevent the use or disclosure by or to any third party, any Confidential Information belonging to the other. This obligation applies both during and after the termination of this Agreement without any time limit but shall not apply to information or knowledge which has in its entirety become public knowledge otherwise than through any unauthorized disclosure or breach of this Agreement.
		4.11.	Either Party may terminate this Agreement for any reason by giving at least 5 days' written notice to the other.
		4.12.	Notwithstanding Section 4.11, this Agreement may be terminated by Us immediately if: (a) Within 120 days of the date of this Agreement, We determine in Our absolute discretion that You have not met Our required standards, including but not limited to those specified in this Agreement and the Consultant Handbook; (b) You have not been entered as the Consultant for a valid Customer Order in any consecutive 3-month period; (c) You become bankrupt or commit an act of insolvency; (d) You bring Our name or any other Vorwerk Entity or Thermomix® into disrepute; (e) For 3 consecutive months, We cannot make contact with You and You have not contacted Us; or (f) We cease, for any reason, to distribute, sell or supply the Thermomix® in the Territory.
4.2.	You understand that We reserve the right to enter into sales tax collection agreements with federal and/or provincial taxing authorities, which could relieve You of the obligation to charge GST/HST or other sales taxes on Your commissions earned on the supply of the services of arranging for sales of Our products to retail Customers. Where Vorwerk chooses to enter into a sales tax collection agreement, You agree that We may jointly elect on Your behalf to have the applicable procedures, including section 178 of the Excise Tax Act apply where approval has been granted by the applicable authority. Your approved Agreement is evidence of this joint election.	4.13.	If this Agreement is terminated, each Party shall immediately return to the other all correspondence, documents, software specification, papers and property belonging to the other which they have in their possession or which is under their control, with the exception that We may both during and after the termination of this Agreement be entitled to retain and utilize all information, documents and property relating to (a) Customers, potential Customers and Customer Orders, and (b) You, for our internal business purposes. You must return the Consultant Handbook any demonstration materials, and any other materials containing Our Confidential Information, and You shall retain no copies of such.
4.3.	You understand that You are not entitled to workers compensation or unemployment insurance security benefits of any kind from Us. You shall have and maintain in good standing a worker's compensation and insurance account with the provincial workers' compensation board, if and when required to provide Services to Us under this Agreement. You are solely responsible for any premiums or assessments with respect to the same.		
4.4.	Neither We nor any other Vorwerk Entity shall exercise control over how You conduct Your business to comply with the terms of this Agreement. You understand and agree that you shall retain discretion regarding how and when to perform the Services, and that You are being engaged because of Your experience and knowledge as a salesperson. Accordingly, You shall not be required to perform Services at any specific date or time.		
4.5.	You are not obliged to perform any work for Us of any nature whatsoever and are not obliged to conduct or facilitate any minimum number of demonstrations or promotions or sales of the Thermomix®. Similarly, neither We nor any other Vorwerk Entity is obliged to provide You with any work or facilitate any introduction between You and any Customer or potential Customer.		

- No failure by either Party to exercise any right or remedy available to it or any delay in acting shall operate as a waiver of it, nor shall any single or partial exercise of any right or remedy preclude any other or further action, right or remedy. Nothing in this Agreement shall limit a Party's liability for fraud.
- 4.14. No third party shall have any rights in connection with this Agreement save that all Vorwerk Entities shall have the right to enforce any term of this Agreement against You.
- 4.15. If You terminate this Agreement voluntarily or this Agreement is terminated as a result of inactivity, You may, with Our written approval, be reinstated as a Consultant, subject to the current reinstatement terms and conditions.
- 4.16. This Agreement shall be governed in all respects by the laws of Canada and the Province of Ontario.
- 4.17. Any disputes between the Parties arising under this Agreement shall be settled by binding arbitration before a single arbitrator in Toronto, Ontario, or at such other location as may be mutually agreed to by the Parties in writing, and in accordance with the rules of the Canadian Arbitration Association. The arbitrator shall be a professional familiar with arrangements such as that undertaken under this Agreement. In any such arbitration, each Party shall bear its own costs and attorneys' fees. In any arbitration, neither Party will have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. The arbitrator may award to the prevailing Party, if any, as determined by the arbitrator, its costs and expenses, including reasonable attorneys' fees. Except as may be required by law, neither Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties. Both Parties expressly agree that any arbitration proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action, regardless of whether the procedures or rules of arbitration or of any applicable court would allow such proceedings. Each Party hereby waives its right to a trial by jury for any disputes between the Parties. Actions seeking to enforce any order of such arbitrator shall be acceptably in any court of competent jurisdiction. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.
- 4.18. Both Parties agree not to assert any claim as a class, collective, or representative action if the amount of the individual claim exceeds \$1,000, and expressly waive their rights to file or participate in a class action or seek relief on a class or representative basis. This paragraph is enforceable where the applicable law permits, and shall have no effect where the applicable law prohibits class action waivers as a matter of law. In any case this class action waiver provision, as well as any other provision, is severable in the event any court finds it unenforceable or inapplicable in a particular case.
- 4.19. This Agreement is effective on the date that We accept Your request to become an Independent Consultant. You will be notified of our acceptance by email upon receipt of all requested information. If we do not accept your request to become an Independent Consultant, within Our sole discretion, Your Consultant Agreement will be returned to You with a letter indicating Your request has been declined.
- 4.20. If any provision of this Agreement is held to be illegal, invalid or unenforceable: (a) such provision shall be severed, and the severed provision will be reformed and deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- 4.21. If Vorwerk waives any term, provision or Your breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by Vorwerk. No waiver by Vorwerk of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by You.
- 4.22. You may subcontract or otherwise delegate Your obligations under this Agreement in accordance with Section 4.7 of this Agreement. Subject to the foregoing, this Agreement will be for the benefit of Vorwerk's successors and assigns, and will be binding on You and Your assignees.
- 4.23. Your obligations under this Agreement are of a unique character that gives them particular value; Your breach of any such obligations will result in irreparable and continuing damage to Vorwerk for which money damages are insufficient, and Vorwerk shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate), without having to provide security for costs.
- 4.24. You have been afforded a sufficient opportunity to review and ask questions about the terms of this Agreement and/or negotiate the terms herein. You therefore acknowledge and agree that, by signing hereon, You are voluntarily entering into this Agreement and that this Agreement reflects and arms-length transaction between the Parties, without either Party being considered the drafter of this document.
- 4.25. This Agreement, including the Consultant Handbook and any Addenda attached hereto and made a part hereof by this reference, constitute the entire agreement between the Parties relating to subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, concerning such subject matter (collectively the "Agreement"). You hereby acknowledge and agree that You have not relied on any representation or statement other than those expressly set forth in this Agreement.
- 4.26. This Agreement may be modified only by mutual written agreement of authorized representatives of the Parties; provided, however, that Vorwerk may update this Agreement upon notice and such updated Agreement shall apply to any actions or Sales taken hereunder following such date. In the event that You do not agree to the updated Agreement, You may terminate this Agreement, provided, however, that You shall be liable and responsible for all obligations incurred prior to the date of termination.
- 4.27. The Parties have expressly agreed that this Agreement and any other agreement, document or notice related to same be drafted solely in English. *Les Parties ont expressément convenu que cette convention et tout autre convention, document ou avis y afférent soient rédigés uniquement en anglais.*