



1. I am of legal age in the state in which I enter this Agreement.
2. I shall become a Company Independent Stylist upon acceptance of this application by the Company. As an Independent Stylist, I shall have the right to sell the products and services offered by the Company in accordance with the Company's Marketing Program and Policies & Procedures, which may be amended and changed from time to time.
3. Upon notification to Independent Stylists, the Company, at its discretion, may amend the marketing plan, product pricing, policies & procedures, etc.
4. I have carefully reviewed the Company's Marketing Plan, and Policies & Procedures, and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by the Company.
5. An Independent Stylist shall be entitled to cancel participation in the marketing program at any time and for any reason upon notice to the Company. Upon notification of cancellation or termination, the Company will repurchase Independent Stylist purchased inventory and mandatory sales kit materials, if any, in accordance with its policies as stated in the Company's Marketing Program and Policies & Procedures.
6. Upon acceptance of this application by the Company, I will be an independent contractor responsible for my own business and not an employee of the Company. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source or for any federal or state tax laws. It is my responsibility to pay self-employment, state and federal income taxes as required by law.
7. I will not use the Company's trade name and/or trademark except in the advertising provided to me by the Company or in other advertising without prior written approval by the Company.
8. Any Independent Stylist, who sponsors other Independent Stylists, must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. The Independent Stylist must have ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to Company training and sharing genealogy information with those sponsored. Independent Stylists should be able to provide evidence to the Company semiannually of ongoing fulfillment of sponsor responsibilities. If an Independent Stylist is an Enroller in the marketing program entitled to Enroller bonuses, then the Enroller is obligated to the same responsibilities of supervisory, communication and training



activities with respect to Independent Stylists he or she has enrolled, irrespective of whether the Enroller is also the Sponsor of those Independent Stylists.

9. The company's program is built upon retail sales to the ultimate consumer. The company also recognizes that Independent Stylists may wish to purchase product or service in reasonable amounts for their own personal or family use. For this reason, a retail sale for bonus purposes shall include sales to non-participants, as well as sales to Independent Stylists for personal or family use which are not made for purposes of qualification or advancement. It is company policy, however, to strictly prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing program. Independent Stylists may not inventory load nor encourage others in the program to load up on inventory. Independent Stylists must fulfill published personal and downline retail sales requirements, including requisite retail sales to non-participants, as well as supervisory responsibilities, to qualify for bonuses, overrides or advancements.

10. The Independent Stylist acknowledges that Independent Stylist is a wholly independent marketing representative who establishes and services retail customers for Company products as an independent contractor. The position of Independent Stylist does not constitute either a sale of a franchise or a distributorship, and absolutely no fees have been or will be required from the Independent Stylist for the right to distribute the Company's products pursuant to this Agreement. This Agreement is not intended and shall not be construed to create a relationship of employer employee, agency, partnership, or joint venture between any Independent Stylist, sponsor and/or the Company. As an independent contractor, the Independent Stylist shall:

- a. Abide by any and all federal, state, county and local laws, rules and regulations pertaining to this Agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of Company products.
- b. At the Independent Stylist's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this Agreement and/or the receipt, holding, selling, distributing or advertising of Company products.
- c. be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of the Independent Stylist's activities in connection with this Agreement.

11. No purchase or investment is necessary to become an Independent Stylist other than the purchase of, or payment fee for, a sales kit which is sold "at Company cost." (Purchase is optional in North Dakota). This "at cost" sales kit fee covers basic and ongoing sales and marketing materials and support in both written and electronic and online media formats, including product and service updates. As an extension to the initial "at cost" sales kit, a \$9.95 monthly fee will be charged for expanded "at cost" ongoing sales and marketing materials support, including back office accounting review, training updates, replicated website and



communication tools to support the sales and marketing process. By submitting this Independent Stylist Application and Agreement, Independent Stylists specifically authorize this monthly fee to be charged to the Independent Stylist's on-file debit or credit card (or other form of payment acceptable to the Company) each month for as long as he or she remains an Independent Stylist.

12. Prior written approval from the Company is required for the following:

- a. to advertise Company products;
- b. for there to be more than one Independent Stylist in an immediate family in one household;
- c. issuance of an Independent Stylist position in a corporate name.

13. The Company may immediately terminate an Independent Stylist who discredits the Company's name, violates any requirement contained in this Agreement, Company Policies & Procedures, or training manuals or misrepresents the Company's products or business opportunity by making claims contrary to the Company's product literature and labels.

14. This Agreement constitutes the entire agreement between the Independent Stylist and Company and no other additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing.

15. This agreement shall be governed by the laws of the state of New Jersey, and all claims, disputes and other matters between the parties of this agreement shall be brought in the Passaic County Superior Court in Paterson, New Jersey or in the U.S. District Court, in Newark, New Jersey.

16. I acknowledge that I have read and understand and agree to the terms set forth in this Agreement.

17. This Agreement is not in force until accepted by the Company.

18. The Company's direct selling opportunity is available in Montana only after a formal registration is filed in Montana.