

# Independent Consultant Agreement

## General Terms and Conditions

This Independent Consultant Agreement is made by and between BeautiControl, Inc. ("Company" or "BeautiControl"), with its principal place of business located at 2121 Midway Road, Carrollton, TX 75006, and the Independent Consultant ("Consultant") whose signature, name and address appear on this Agreement.

BeautiControl is engaged in the manufacture and sale of skin care, spa and cosmetic products and providing services and related products under the registered trademark, BeautiControl. The Company is interested in the sale of the products and the establishment and maintenance of both the goodwill and image of the Company and its products; Consultant is equally interested in promoting the sale of the products and goodwill of the products' name and trademarks; therefore, the parties mutually agree as follows:

### A. The Consultant Agrees:

1. I shall become a Consultant upon acceptance of this Agreement by the Company. As a Consultant, I shall have the right to offer the services and to sell the products offered by the Company in accordance with the Company's marketing program and policies and procedures, which may be amended and changed from time to time and to which I agree to comply. I understand and agree that the Company marketing program, commission schedule, and policies and procedures are incorporated into and made a part of this Agreement.
2. I will sell and deliver products to ultimate consumers only. I understand that the Company sponsors a complete satisfaction or money-back guarantee for each BeautiControl product sold by me to a consumer. As a Consultant, it is my responsibility to assure consumer satisfaction with respect to personal instruction, to assure proper use and to assure timely delivery of product. I will promptly honor the BeautiControl Product Guarantee.
3. I agree to maintain and reflect the highest standards of integrity, honesty and responsibility in dealings with the Company, customers, and other Consultants and Directors, and agree to hold the Company harmless from any damages resulting from actions or misrepresentations by me.
4. I will protect my BeautiControl business and hold the Company harmless from false, deceptive, or misleading advertising. I recognize the Company's ownership of its trademarks and trade names. I agree not to use such trademarks and trade names without the Company's prior written permission, and I agree not to register or attempt to register the Company's trademarks with any trademark office. I further agree not to use the Company's trademarks on or in any web site or URL. I agree not to use the Company's name, products, literature, videos or trademarked services to promote or sell products of another company. I will not sell or display BeautiControl products in public, retail or service establishments or settings of any kind and understand that doing so is in violation of this Agreement.
5. I will present BeautiControl products and all facts concerning a BeautiControl career in a truthful and honest manner and will hold the Company harmless from any damages resulting from misrepresentation by me.
6. I am an independent contractor. I am not an employee and will not be treated as an employee with respect to any services for federal tax purposes, state tax purposes or otherwise. As an independent contractor, I will file all reports required by law and at all times abide by federal, state and local law requirements of every nature in conjunction with my BeautiControl business, thereby assuming sole liability for all self-employment and income taxes due on income earned in connection herewith.
7. I understand that all orders submitted are subject to acceptance by the Company at its offices in Carrollton, Texas, and to the terms of this Agreement, and all sales are final.
8. I understand that I am not a joint venturer with, or franchisee, partner, agent or employee of the Company. I understand that I have no power or authority to incur any debt, obligation or liability on behalf of the Company. I understand that all Independent Consultants and Independent Directors, regardless of their position in the BeautiControl Career Plan, are independent contractors and are subject to this provision.
9. I will not copy or reproduce BeautiControl's materials regardless of the source or format, including, but not limited to, audio, video, print, the Internet, electronic and digital, for any purpose without the Company's advance written consent.
10. With respect to any prospective Consultant recruited by me, I agree and accept the responsibility to ensure that such prospective Consultant receives training and materials resulting in the general knowledge of the Company's marketing programs and guidelines. I also agree to share genealogy information with those recruited.
11. I understand that 12 months must have elapsed since my last order or a direct client order if I am a previous Consultant seeking to rejoin BeautiControl under another recruiter.
12. I agree that the Company may continue to provide service to my customers through other Consultants or otherwise if I cease to be an active Consultant

13. I agree that the Company may release my name and telephone number in response to a customer's request for a Consultant in my area. If I do not want this information released, I agree to notify the Company in writing and mail the notice to: Consultant and Director Services, P.O. Box 815189, Dallas, TX 75381-5189.
14. I understand and agree that the Company has the right to alter, modify or change the terms and conditions of this Agreement, including such items as discount level, commission and transportation provisions, at any time upon ten (10) days prior written notice of such changes to me. Written notice may be given by e-mail, by posting a notice on the Company's Web site or by publishing a notice in the *Achiever* magazine. I agree to be bound by such altered, modified or changed terms and conditions as reflected in the most current Independent Consultant Agreement.
15. I understand and agree that I must attend BeautiU® Training within 90 days of my start date in order to receive the BeautiU Bonus Pack and be eligible for the opportunities for new Consultants at BeautiU. I understand and agree that I can attend BeautiU without incurring a fee up to six months after my start date, but will not receive the BeautiU Bonus Pack, nor will I be eligible for the opportunities for new Consultants at BeautiU. If I attend after six months of my start date, a \$50 fee will apply.
16. If there is a discrepancy or conflict between these General Terms and Conditions the policies and procedures and other guidelines and terms and conditions contained in the Consultant Guide or other suggestions or guidelines provided by the Company, I agree that these General Terms and Conditions shall control.

### B. The Company Agrees:

1. BeautiControl will allow a discount on items listed in the Retail section of the Consultant order form from suggested Retail prices at percentages shown on such Consultant order form. This discount shall not apply to items listed in sales aids section of the Consultant order form, such as, but not limited to, samples, sales aids, and Company literature.
2. BeautiControl will pay Consultant commissions calculated in accordance with the then current Company-published commission schedule.
3. BeautiControl does not reserve the right of direction or control with respect to activities of Consultant, other than the right to question results.
4. Consultant may cancel this Agreement at any time for any reason. If cancelled within 30 days of acceptance by the Company, BeautiControl agrees to refund to Consultant Consultant's cost of the BeautiCase upon return of Consultant's original and unused BeautiCase to Company. If Agreement is terminated and Consultant's original and unused BeautiCase is returned to Company after the cancellation period and within 12 months of purchase, BeautiControl agrees to repurchase the BeautiCase at 90 percent of Consultant's cost less appropriate set-offs and legal claims. Whether the Agreement is cancelled or terminated, the BeautiCase must be shipped, freight prepaid, to BeautiControl's Distribution Center in Carrollton, Texas, for the refund or repurchase.
5. Upon termination of this Agreement, BeautiControl will repurchase new and unused Retail products that were purchased by the Consultant within the past 12 months, at not less than 90 percent of the Consultant's original net cost less appropriate set-offs and legal claims, if any. To be repurchased, products must be: unencumbered, in original and unused condition, currently marketable, not seasonal, limited, discontinued or promotional items. Products must be shipped freight prepaid, accompanied by a return inventory form, to BeautiControl's Carrollton, Texas Distribution Center. BeautiControl's cost of any rewards or product bonuses awarded to the Consultant because of the original purchase, or any indebtedness the Consultant owes the Company, will be deducted from the repurchase amount. A Consultant who returns merchandise to the Company will be ineligible to rejoin BeautiControl as a Consultant.

This Agreement, including the Company marketing program, commission schedule, and policies and procedures, is the sole and only Agreement between the parties relating to the subject matter hereof, and it is not subject to alterations, modification or change, except in writing, signed by an authorized executive of the Company. Nothing contained in this Agreement imposes any obligation on either Consultant or the Company to enter into any further contracts with, or have any further dealings with, the other.

The parties agree that either party may immediately terminate this Agreement for a breach of any covenant, term or condition of this Agreement; the Company may terminate this Agreement at any time, without cause, with 30 days written notice to the Consultant; and Consultant may terminate this Agreement at any time for any reason by sending written notice to the Company.

This Agreement is subject to acceptance by the Company at its offices in Carrollton, Texas. The parties agree that this Agreement is governed by the laws of the State of Texas and that the proper venue of any claim or dispute concerning any matter related to this Agreement and any action commenced by either party shall be in the applicable courts in Dallas, Dallas County, Texas.

# Consultant Agreement

Create the life you love

Start with the **BC Spa BeautiCase \$125**



BC Spa BeautiCase



BeautiU Bonus Pack

**or** start with the  
**Limited Edition  
BC Spa Business Case \$385**



BC Spa Business Case

*Shown with Instant Face Lift/Manicure Package. Contents may vary.*



BeautiU Bonus Pack

BEAUTICONTROL®

# Independent Consultant Agreement BEAUTICONTROL®

FOR OFFICE USE ONLY	
Cons.#	_____
Case #	_____
OWA #	_____

## \$125 Option A—BC Spa BeautiCase

### MY INFORMATION

First Name (Mr./Mrs./Ms.) \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_

Social Security # \_\_\_\_\_ Birthdate \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Your privacy is our priority. BeautiControl software ensures the security of social security numbers, which are required to establish your business and reward your success.)*

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

Ship to address (if different from mailing address — do not use P.O., A.P.O., or F.P.O. BOXES)

Shipping Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

Primary telephone (\_\_\_\_\_) \_\_\_\_\_ Mobile telephone\* (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

\* Would you like to receive occasional correspondence via text messaging?  Yes  No (Note: Standard text messaging rates will apply from your provider.)

Email address \_\_\_\_\_

I live outside the city limits and am therefore not subject to city sales tax. My spouse is a Consultant:  Yes  No Name: \_\_\_\_\_

(Optional) I am:  Caucasian  Hispanic  African American  Asian  Other \_\_\_\_\_

Primary language spoken:  English  Spanish  Both  Other \_\_\_\_\_

In what language do you prefer to receive all literature and communications? (check one)  English  Spanish

Consultant who shared BeautiControl with me: Last name \_\_\_\_\_ First name \_\_\_\_\_ Cons. # \_\_\_\_\_

STEP 1

### MY ORDERING OPPORTUNITY

#### BC SPA BEAUTICASE\*

SKIN CARE SET (check one)

- 20s  30s  40s  50+  Sensitive Skin  Acne-Prone

#### ORDER SUMMARY

BC Spa BeautiCase:	\$ 125 (A)
Shipping/Handling:	+ \$ 19 (B**)
Subtotal (Line A + B*)	= \$ 143 (C)
Sales Tax* (Line C x _____%)	+ \$ _____ (D)

Total (Lines C+D) + \$ \_\_\_\_\_ (E)

#### \$500 RETAIL PRODUCT CHOICE (check one)

- I want to build my own \$500 Retail or more product set.  
(Attach order, or phone/fax/mail within 14 days.)
- Spa Best Sellers Package #15996  
Includes: 10 Herbal Serenity® Show of Hands®, and  
5 Regeneration® Tight, Firm and Fill® Face Creams
- or-
- Instant Face Lift/Manicure Package #15998  
Includes: 2 BC Spa Resurface Microderm® Abrasion for Face, 2 Facial Buffers,  
2 BC Spa Resurface Multi-Acid Resurfacing Peel, 2 Regeneration® Tight, Firm and Fill®  
Face Creme, 2 Regeneration® Tight, Firm and Fill Eye Firming Serum, 3 Herbal  
Serenity® Show of Hands® and 2 Regeneration® Extreme Repair Hand Therapy.
- (limit 2 packages): Qty \_\_\_\_ x \$500 = \_\_\_\_ (F)
- Discount level 50% = \_\_\_\_ (G)
- Total Net Wholesale (Line F - Line G) = \_\_\_\_ (H)
- Spa Tools Starter Kit #13935 (\$15 Sales Aid — limit 1) = \_\_\_\_ (I)
- Product Bonus Pack (\$20 with \$500+ Retail Order — limit 1) = \_\_\_\_ (J)
- 20s #15794  30s #15788  40s #15790  50+ #15792
- Sensitive Skin #15788  Acne-Prone Skin #15788

Shipping/Handling	\$ 15 (K**)
Sales tax (Line F + I+J+K*) \$ _____ x Tax _____%	= ____ (L)

Total (Lines H+I+J+K\*+L) \$ \_\_\_\_\_ (M)

\*Contents may vary.

\*\*Do not add lines B or K to tax if you reside in OK, OR, WY, DE, ID, MA, MT, NH.

### ORDER PAYMENT FOR BEAUTICASE AND ORDER WITH SIGN-UP

Payment must be in the name of the person signing up, spouse or parent and must be an authorized signer on credit card. Credit card cannot be in name of Recruiter.

The name on credit card is:  Consultant  Spouse  Parent

#### Check One:

- Personal Check or Money Order
- Wire transfer (see below)
- Western Union Quick Collect (see below)
- Credit card:
- VISA  MasterCard  Discover/Novus  American Express

Credit Card Number \_\_\_\_\_

Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Account Holder Name Printed \_\_\_\_\_

Authorized Signature X \_\_\_\_\_

WESTERN UNION ORDER: Customer Service: 1-800-238-5772  
Pay to: BEAUTICONTROL  
Code City: BEAUTI State: TX

WIRE TRANSFER: Northern Trust Bank  
50 South LaSalle St., Chicago, IL 60675  
Federal Routing # 071000152 Acct. # 030319917  
For Credit To: BeautiControl, Inc. Consultant Wire Transfer

#### FOR OFFICE USE ONLY

Ref # \_\_\_\_\_ Payment Type \_\_\_\_\_ Amount \_\_\_\_\_

STEP 2

### MY SIGNATURE: (REQUIRED; PLEASE READ, SIGN AND DATE)

By signing below, I verify that the information above is correct, that I am at least 18 years of age and that I have the legal capacity to enter into this Independent Consultant Agreement. I understand that upon BeautiControl, Inc.'s acceptance of this Agreement, the BC Spa Business Case will be shipped to me. I understand my BC Spa Business Case is for my personal BeautiControl business and is not for another Consultant. I have read, understand and accept the General Terms and Conditions of this Independent Consultant Agreement.

X \_\_\_\_\_ Date \_\_\_\_\_  
Signature Date

I understand that I will receive the BeautiU Bonus Pack when I complete a full day of BeautiU® Training within 90 calendar days of my start date.

X Initial \_\_\_\_\_ Date \_\_\_\_\_

### BEAUTIU® TRAINING DATE

Enter training location \_\_\_\_\_ Date \_\_\_\_\_ OR register online at [www.beautinet.com](http://www.beautinet.com)  
Agreement entered on BeautiNet:  No  Yes Independent Consultant # \_\_\_\_\_

If Agreement is entered on BeautiNet by the new Consultant using the e-Signature option, you DO NOT need to return this form to BeautiControl. Fax all other completed Agreements to: (972) 960-7923 or send by regular mail to: BeautiControl, P.O. Box 815189, Dallas, TX 75381 or by express mail to: 2121 Midway Road, Carrollton, TX 75006. A copy of the accepted Agreement will be sent to the new Consultant's mailing address.

STEP 3

# Independent Consultant Agreement BEAUTICONTROL®

FOR OFFICE USE ONLY	
Cons.#	_____
Case #	_____
OWA #	_____

## \$385 Option B—BC Spa Business Case

### MY INFORMATION

First Name (Mr./Mrs./Ms.) \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_

Social Security # \_\_\_\_\_ Birthdate \_\_\_\_/\_\_\_\_/\_\_\_\_

(Your privacy is our priority. BeautiControl software ensures the security of social security numbers, which are required to establish your business and reward your success.)

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

Ship to address (if different from mailing address — do not use P.O., A.P.O., or F.P.O. BOXES)

Shipping Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

Primary telephone (\_\_\_\_) \_\_\_\_\_ Mobile telephone\* (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

\* Would you like to receive occasional correspondence via text messaging?  Yes  No (Note: Standard text messaging rates will apply from your provider.)

Email address \_\_\_\_\_

I live outside the city limits and am therefore not subject to city sales tax. My spouse is a Consultant:  Yes  No Name: \_\_\_\_\_

(Optional) I am:  Caucasian  Hispanic  African American  Asian  Other \_\_\_\_\_

Primary language spoken:  English  Spanish  Both  Other \_\_\_\_\_

In what language do you prefer to receive all literature and communications? (check one)  English  Spanish

Consultant who shared BeautiControl with me: Last name \_\_\_\_\_ First name \_\_\_\_\_ Cons. # \_\_\_\_\_

STEP 1

### MY ORDERING OPPORTUNITY

#### ALL-INCLUSIVE BC SPA BUSINESS CASE CONTAINS\*:

#### \$125 BC SPA BEAUTICASE CONTENTS:

##### SKIN CARE SET (check one)

- 20s  30s  40s  50+  Sensitive Skin  Acne-Prone

#### \$500 RETAIL PRODUCT CHOICE (check one)

- Spa Best Sellers Package #15996  
Includes: 10 Herbal Serenity® Show of Hands®, and 5 Regeneration® Tight, Firm and Fill® Face Creams
- or-
- Instant Face Lift/Manicure Package #15998  
Includes: 2 BC Spa Resurface Microderm® Abrasion for Face, 2 Facial Buffers, 2 BC Spa Resurface Multi-Acid Resurfacing Peel, 2 Regeneration® Tight, Firm and Fill® Face Creme, 2 Regeneration® Tight, Firm and Fill Eye Firming Serum, 3 Herbal Serenity® Show of Hands® and 2 Regeneration® Extreme Repair Hand Therapy.

#### \$35 SALES AID PACKAGES

- Sample Pack: (receive five sample sizes of each)  
Includes: Regeneration® Tight, Firm and Fill® Face Creme, Regeneration® Tight, Firm and Fill® Eye Firming Serum, BC Spa Resurface Multi-Acid Resurfacing Peel, BC Spa Resurface Microderm® Abrasion for Face, Herbal Serenity® Show of Hands®.
- Spa Tools Starter Kit:  
Includes: 3 Spa neckwraps, spa audio CD, Set of 4 tea light candles
- Product Bonus Pack:  
Includes: Spa Nourishing Eye Pads, Herbal Serenity® Foot Creme, Regeneration® Extreme Repair Hand Therapy, Cell Block-C® New Cell Protection SPF 20 and 2 Repair products based on skin care selection.

### ORDER SUMMARY

BC Spa Business Case:	\$ 385	(A)
Shipping/Handling:	+ \$ 26	(B)
Sales Taxable Amount: \$686** x _____%	= \$ _____	(C)
Total (Lines A+B+C)		\$ _____ (D)

\*Contents may vary.  
\*\*\$686 taxable amount is based on \$125 BeautiCase + \$500 suggested Retail product choice + \$35 Sales Aid Packages (Sample Pack, Spa Tools Starter Kit and Product Bonus Pack) + \$26 shipping/handling. If you live in the states of OK, OR, WY, DE, ID, MA, MT, NH, base your taxable amount on \$660.

### ORDER PAYMENT FOR BEAUTICASE AND ORDER WITH SIGN-UP

Payment must be in the name of the person signing up, spouse or parent and must be an authorized signer on credit card. Credit card cannot be in name of Recruiter.

The name on credit card is:  Consultant  Spouse  Parent

#### Check One:

- Personal Check or Money Order
- Wire transfer (see below)
- Western Union Quick Collect (see below)
- Credit card:
- VISA  MasterCard  Discover/Novus  American Express

Credit Card Number \_\_\_\_\_

Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Account Holder Name Printed \_\_\_\_\_

Authorized Signature X \_\_\_\_\_

WESTERN UNION ORDER: Customer Service: 1-800-238-5772  
Pay to: BEAUTICONTROL  
Code City: BEAUTI State: TX

WIRE TRANSFER: Northern Trust Bank  
50 South LaSalle St., Chicago, IL 60675  
Federal Routing # 07100152 Acct. # 030319917  
For Credit To: BeautiControl, Inc. Consultant Wire Transfer

### FOR OFFICE USE ONLY

Ref # \_\_\_\_\_ Payment Type \_\_\_\_\_ Amount \_\_\_\_\_

STEP 2

### MY SIGNATURE: (REQUIRED; PLEASE READ, SIGN AND DATE)

By signing below, I verify that the information above is correct, that I am at least 18 years of age and that I have the legal capacity to enter into this Independent Consultant Agreement. I understand that upon BeautiControl, Inc.'s acceptance of this Agreement, the BC Spa Business Case will be shipped to me. I understand my BC Spa Business Case is for my personal BeautiControl business and is not for another Consultant. I have read, understand and accept the General Terms and Conditions of this Independent Consultant Agreement.

X \_\_\_\_\_ Date \_\_\_\_\_  
Signature Date

I understand that I will receive the BeautiU Bonus Pack when I complete a full day of BeautiU® Training within 90 calendar days of my start date.

X Initial \_\_\_\_\_ Date \_\_\_\_\_

### BEAUTIU® TRAINING DATE

Enter training location \_\_\_\_\_ Date \_\_\_\_\_ OR register online at [www.beautinet.com](http://www.beautinet.com)  
Agreement entered on BeautiNet:  No  Yes Independent Consultant # \_\_\_\_\_

If Agreement is entered on BeautiNet by the new Consultant using the e-Signature option, you DO NOT need to return this form to BeautiControl. Fax all other completed Agreements to: (972) 960-7923 or send by regular mail to: BeautiControl, P.O. Box 815189, Dallas, TX 75381 or by express mail to: 2121 Midway Road, Carrollton, TX 75006. A copy of the accepted Agreement will be sent to the new Consultant's mailing address.

STEP 3