

BEAUTICONTROL®

Independent Consultant Agreement

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

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)
 _____ 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

BEAUTICASE

COLOR— Beauti Products (check one) Light Medium Dark

SKIN CARE SET (check one)

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

ORDER SUMMARY

BeautiCase:	\$125	(A)
Shipping/handling:	+ \$ 18	(B*)
Subtotal (Line A + B*)	= \$143	(C)
Sales tax* (Line C x _____%)	= _____	(D)
Total (Lines C + D) \$ _____		(E)

- I want to build my own \$500 Retail or more product set.
(Attach order, or phone/fax/mail within 48 hours.)
- Family and Friends Set #13759 (limit 2): Qty ____ x \$500 = _____ (F)
Discount level 55% = _____ (G)
Total Net Wholesale (Line F - Line G) = _____ (H)
- Spa Tools Package #13935 (\$15 Sales Aid — limit 1) = _____ (I)
- Spa Starter 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 \$ 14 (K*)
 Sales tax (Line F + I + J + K*) \$ _____ x Tax _____% = _____ (L)

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

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

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

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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 BeautiCase will be shipped to me. I understand my BeautiCase 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 _____
 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

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

NEW CONSULTANT SPECIAL

Start your business strong.

55% discount level with \$500 or more Retail order at sign-up.

\$500* Retail Order	\$500* Family and Friends Set
<ul style="list-style-type: none"> • Customize 	 <ul style="list-style-type: none"> • Skinlogics® Gold Maintenance Set for an essential daily facial • Repair and Prevention P.M. Set completes the M.R.P. regimen • Share best-selling spa products your family and friends will love <p>Available if ordered within 48 hours of submitting Independent Consultant Agreement. Contents may vary.</p>
<ul style="list-style-type: none"> • 55% discount level 	<ul style="list-style-type: none"> • 55% discount level
<ul style="list-style-type: none"> • Pay only \$225** • Potential gross profit = \$275** 	<ul style="list-style-type: none"> • Pay only \$225** • Potential gross profit = \$275**

* Suggested Retail price.

**Plus shipping and taxes. Potential gross profit if products sold at suggested Retail prices.



Spa Starter Pack

Receive the Spa Starter Pack for only \$20*

*Sales Aid— limit 1 with \$500+ Retail order. Available if ordered within 48 hours of submitting Independent Consultant Agreement. Contents may vary depending on age or skin type.

Receive the Spa Tools Package for only \$15**

**Limit 1— Sales Aid. Available if ordered within 48 hours of submitting Independent Consultant Agreement. Contents may vary.



Spa Tools Package

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 statement of policy, which may be amended and changed from time to time and to which I agree to comply.
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, and I agree not to use such trademarks and trade names without the Company's prior written permission. 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. 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 the General Terms and Conditions of this Agreement and the guidelines and terms and conditions contained in the Consultant Guide or other suggestions or guidelines provided by the Company, I agree that the General Terms and Conditions of this Agreement 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 within 30 days after acceptance of the Agreement by the Company. If cancelled within 30 days, 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 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 or either party may terminate this Agreement at any time, without cause, with 30 days written notice to the other party. 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.