

This Independent Consultant Agreement, dated effective _____, 201__ (this "Agreement"), is made and entered into by and among AbbyBelle Beauty, LLC (the "Company") and _____ (the "Consultant").

TERMS AND CONDITIONS

1. That as a distributor for the Company I shall purchase products from the Company and resell the same. I understand that I am responsible for the means and methods by which I make sales. I also understand that I must comply with the Company's Policies and Procedures regarding sales (the "Policies and Procedures") and the Company's Compensation Plan (the "Compensation Plan"), both of which are incorporated and part of this Agreement.
2. To order products from the Company according to the terms set forth in the catalog and promotional materials that are in effect at the same time of shipment. The Company may change the prices of the products at any time without prior notice.
3. To present and sell products through online and direct selling channels as described in the Consultant Manual, and to present the Compensation Plan as set forth in Consultant Manual.
4. That all orders are to be made through the AbbyBelle website and are subject to acceptance by the Company.
5. To purchase either an AbbyBelle Beauty Starter Kit or the AbbyBelle Go Pro Kit which include samples of products, the Consultant Hand book, sales catalogs and an initial supply of sales and other business supplies; the Kit is purchased at the Company cost and is not commissionable.
6. That I am an independent contractor and reseller of products, and that I am not an employee, agent, manager, partner, legal representative, sales representative, joint venturer, or franchisee of the Company. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of the Company. I will control the manner and means by which I manage my distributorship, subject to compliance with the Terms and Conditions of this Agreement. I will be solely responsible for paying all expenses incurred by me, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF THE COMPANY FOR FEDERAL OR STATE TAX PURPOSES. The Company is not responsible for withholding, and shall not withhold or deduct from any Compensation Plan amounts, if any, FICA or taxes of any kind, unless such withholding becomes legally required.
7. That my rights and obligations in this Agreement cannot be transferred or assigned.
8. To indemnify and hold the Company, its employees and agents harmless from damages resulting from actions or inactions by me or my failure to abide by the Terms and Conditions of this Agreement.
9. That as a AbbyBelle Beauty Advisor I will not purchase any products or services solely for the purpose of qualifying for Compensation Plan amounts and applicable rewards.

10. That I must be in good standing and not in violation of any of the Terms and Conditions of this Agreement in order to be eligible to receive any Compensation Plan amounts from the Company.

11. That the Policies and Procedures and/or the Compensation Plan may be amended from time to time, and that any such amendment shall apply to me, and that the continuation of my independent distributorship or my acceptance profits or royalties shall continue my acceptance of any and all amendments.

12. That if I fail to annually renew this Agreement, or if it is canceled or terminated for any reason, I will permanently lose all rights as a Consultant (including but not limited to my former downline sales organization and to any Compensation Plan amounts derived from the sales and other activities of my former downline organization).

13. That if I fail to comply with the terms of this Agreement, the Company may, at its discretion, terminate my distributorship. If I am in breach, default or violation of this Agreement at termination, I shall not be entitled to receive any further Compensation Plan amounts, whether or not the sales for such Compensation Plan amounts have not been completed. If I fail to pay for products or services when payment is due, I authorize the Company to withhold the appropriate amounts from my Compensation Plan checks. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.

14. I understand that payment from my customers for my sales to the customers can be made either by cash, check, or credit card. With regard to payments by check, my customers will pay me directly, and I will pay the Company for the products ordered at the wholesale prices then in effect. The wholesale price of each product will be determined by the Company at the time such product is released, and subject to change without notice. I understand that I assume the risk of non-collection of the checks in the event they are not honored by the bank upon which the checks are drawn. I understand that any payments by my customers by credit card will be made directly to the Company, which will make collection of the money on my behalf, since I do not have a relationship with a credit card processor, in order to obtain collection of such credit card payments. The Company will use such payments ("Net Credit Card Proceeds") as payment for the products I purchase from the Company for resale to my customers. I will pay the Company for any excess of the purchase price of the products over the Net Credit Card Proceeds. The Company will pay me for any excess of the Net Credit Card Proceeds over the purchase price of the products. I will be responsible for any and all credit card chargebacks resulting from credit card sales to my customers.

15. This Agreement constitutes the full agreement between me and the Company and no other additional promises, representations guarantees or agreements of any kind shall be valid unless in writing and issued by the Company. If there is any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall control.

16. **MEDIATION, ARBITRATION** Any controversy or claim arising out of or relating to profit or royalties or your status (i.e., Beauty Advisor, Beauty Director, etc.) under the AbbyBelle Beauty Compensation Plan ("Covered Claim") will be resolved solely in accordance with the terms of this section. If the Covered Claim cannot be settled by good faith negotiation between the parties, the parties will submit the Covered Claims to non-binding meditation. If complete agreement cannot be reached

within 30 days after submission to mediation, any remaining issues will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. There will be one arbitrator, whose judgment on the award will be final and may be entered in any court having jurisdiction thereof. The arbitrator will not have the authority to modify or expand any of the provisions of this Agreement. All mediation/arbitration proceedings will be held in San Francisco, CA. Each party to the mediation/ arbitration will be responsible for its own costs and expenses, including legal and filing fees. This section of the agreement will survive the termination or expiration of the Agreement. Any controversy or claims arising out of or relating to this Agreement which is not a Covered Claim will not be subject to Mediation; Arbitration section of this Agreement. Claims which are not Covered Claims include, but not limited to, your breach or violation of any term or condition of this Agreement. You acknowledge such breach or violation will result in immediate and irreparable damage to the Company. You acknowledge that there is no adequate remedy at law for such breach or violation, the Company will be entitled to injunctive or other equitable relief in addition to all other remedies the Company may have.

17. CONSULTANT AGREES: That the Company may use my name in likeness in publications, material, and other promotional efforts that promote AbbyBelle Beauty.

18. RENEWAL This Agreement shall be in effect for a period of one year from the date of acceptance and shall be renewed as set forth in the current Policies and Procedures, except that this Agreement may be terminated at any time by either party upon written notice for a breach of any provision of this Agreement by the other party, or by 30 days written notice without cause.

19. SALES TAX I authorize the Company, on my behalf, to collect and remit to the proper governmental agencies the applicable sales/use tax generated as a result of my sale of the products as permitted by this Agreement. When my orders are placed with the company, sales taxes prepaid based upon the suggested retail price or actual selling price if known. I agree to be bound by all sales tax collection agreements between the Company and all appropriate taxing jurisdictions, and all related rules and procedures.

20. BUSINESS TAX AND LICENSES I understand that it is my responsibility as a Consultant to comply with all federal, state, and local income taxes, self-employment taxes, business licenses, and all other related taxes in operating my business. As a business owner, I am responsible for filing all required tax returns and information reporting with federal, state, and local tax authorities (except sales tax), including IRS Form 1099 for payments made to others.

21. REPRESENTATIVE UNDERSTANDING I acknowledge that I have read, understand, and agree to the terms set forth in this Independent Consultant Agreement. I am 18 years of age or older, I am a citizen or permanent resident of the United States, and I have a valid Social Security number.