

MARY KAY® Independent Beauty Consultant Agreement

C02

For office use only

Consultant No.: _____

Please use black or blue ink and press firmly. Write in all capital letters. For prompt service, please complete all spaces and do not abbreviate unless necessary.

Last Name: _____ Date: _____
Month Day Year

First Name: _____ Middle Name: _____

Home Address: _____
Number and Street Apt. No.

City Prov. Postal Code

Home Phone No.: _____
A/C Number Work Phone No.: _____
A/C Number

Birthdate*: _____
Month Day Year

Language Preference: ☐ English ☐ French E-mail address: _____

*Must be 18 yrs. of age or older

Have you ever been a Mary Kay Beauty Consultant? ☐ Yes ☐ No If yes, termination year: _____ Former Consultant No.: _____

Under what name: _____ Former Sales Director's name: _____

If yes, have you ever returned product inventory to the Company? ☐ Yes ☐ No

If married, is your spouse a Mary Kay Beauty Consultant? ☐ Yes ☐ No

If yes, spouse's name and Consultant No.: _____

FAMILY DATA

Do you have relatives who are Mary Kay Beauty Consultants? ☐ Yes ☐ No If yes, how many? _____

List name(s), specifying relationship(s): _____

Do you have relatives employed by Mary Kay Cosmetics Ltd.? ☐ Yes ☐ No If yes, how many? _____

List name(s), specifying relationship(s): _____

RECRUITER'S NAME: _____ Cons No.: _____

INDEPENDENT SALES DIRECTOR'S SIGNATURE: _____ Unit No.: _____

By my signature below, I verify that the information above is correct. I understand the General Terms and Conditions of this Independent Beauty Consultant Agreement and I hereby accept those Terms and Conditions and certify that I have the legal capacity to enter into this Agreement. I understand that the recruiter whose name is on this Agreement, submitted to the Company with the starter kit payment, will ultimately be the one to receive any recruiter commission on my sales.

YOUR SIGNATURE: _____ Date: _____

Not valid if not signed.

STARTER KIT

☐ GO BOOK STARTER KIT

(Please check one language selection).....\$ **50.00** (A)*

English Literature ☐ French Literature ☐

OR

☐ GO KIT STARTER KIT

(Please check one).....\$ **150.00** (A¹)*

Language

English Literature ☐ French Literature ☐

OR

☐ UPGRADE KIT (Only with purchase of GO Book)

Excludes Welcome Kit and Career Essentials\$ **130.00** (A²)*

(Please check one)

Language

English Literature ☐ French Literature ☐

Sub Total (A or A¹ and/or A²)\$ _____ (B)

PROVINCIAL SALES TAX** CALCULATION

Prov. Tax @ _____ % x \$ _____ (B) =\$ _____ (C)

SHIPPING AND HANDLING CHARGE\$ **6.00** (D)*

Add B+C* (if applicable)+D**TOTAL COST** \$ _____

* Not Q.S.T. taxable in Quebec.

** Excludes New Brunswick, Nova Scotia and Newfoundland.

SHIPPING INSTRUCTIONS:

☐ Hold for pickup at Mississauga Service Counter.

☐ Ship to new Consultant at home address.

☐ Ship to new Consultant at other address:

Name: _____

Address: _____

City, Prov., Postal Code: _____

MAIL TO: Mary Kay Cosmetics Ltd. **FAX TO:** (905) 858-0048
2020 Meadowvale Blvd.
Mississauga, Ontario
L5N 6Y2

Enclose payment or charge to MasterCard/Visa as follows:
Account Number: Visa requires 13 or 16 digits; MasterCard requires 16 digits.

Exp. Date: _____ Signature _____
MO. YR.

DO NOT WRITE - FOR OFFICE USE ONLY

CA _____ MO _____ CK _____ MC/V _____ DB _____

Postmark: _____

Auth. No.: _____ Order No.: _____

Independent Beauty Consultant Agreement General Terms and Conditions

A. THE INDEPENDENT BEAUTY CONSULTANT AGREES:

1. To promote and sell Mary Kay® products to ultimate consumers and not to sell or display those products in retail sales or service establishments.
2. To provide each consumer with the written Mary Kay Satisfaction Guarantee and to promptly honour it upon request. I understand that Mary Kay Cosmetics Ltd. ("Company") sponsors a complete satisfaction or money-back guarantee as to each Mary Kay® product sold by me to a consumer.
3. To maintain the highest standards of integrity, honesty and responsibility in dealings with the Company, consumers and other Beauty Consultants. To present Mary Kay® products in a truthful and sincere manner and hold the Company harmless from damages resulting from misrepresentations by me.
4. To protect the Mary Kay® trademarks and trade name by obtaining the Company's written permission prior to my use in any advertising (including but not limited to the Internet) or literature other than Company-published material. I understand that demonstration, display or sale of Mary Kay® products in public, retail or service establishments of any kind is inconsistent with the terms of this Agreement.
5. As an independent contractor, to assume sole liability for all self-employment, income taxes, and other reports required by my activities as an independent Beauty Consultant and to abide by all federal, provincial, municipal and local laws governing my Mary Kay business.
6. To purchase the Starter Kit and all Mary Kay® products only from the Company. All orders submitted to Company shall be accompanied by cash, certified cheque, credit card or money order for the full amount due. I understand that all orders are subject to acceptance by the Company and the terms of this Agreement.
7. Only credit card charges for Mary Kay® products will be submitted to Company for processing through the Company's Retail Credit Card Reimbursement Service.
8. I am not a joint venturer with, or franchisee, partner, agent or employee of Company. I have no power or authority to incur any debt, obligation or liability on behalf of the Company. I understand that all Independent Beauty Consultants, Independent Sales Directors and Independent National Sales Directors are independent contractors and are subject to this provision.
9. When presenting Mary Kay business opportunities, to do so in a truthful and sincere manner and to ensure that any prospective Beauty Consultant recruited by me is the age of 18 years or older and receives education and materials related to a Mary Kay business upon submission of an Independent Beauty Consultant Agreement.
10. That no representations regarding my potential earnings as an Independent Mary Kay Beauty Consultant have been made to me. I acknowledge that my earnings as an Independent Beauty Consultant will depend entirely upon my individual efforts.
11. Company reserves the right to assure continued service to my customers if I cease to be an active Beauty Consultant.
12. Company may release my name and telephone number in response to a customer's request for a Beauty Consultant in my area. If this information is not to be released, I agree to notify Company that I do not want this information released by written notice directed to: Mary Kay Service Centre, Consultant Records Department, 2020 Meadowvale Blvd., Mississauga, Ontario, L5N 6Y2.
13. Beauty Consultant agrees that the Company shall process Beauty Consultant's personal data contained in this Agreement and/or submitted to the Company by Beauty Consultant in connection with performance under this Agreement. The Company is allowed to process the Beauty Consultant's personal data for the purposes related to the performance of this Agreement both by Beauty Consultant as well as by the Company. Beauty Consultant's consent covers any operations with her personal data including data transmissions abroad. Beauty Consultant confirms that she is aware of the fact that her personal data shall be transmitted to the affiliate company of the Company located in the United States of America, which shall process her personal data in compliance with the instructions of the Company.

This consent shall be valid for the whole term of this Agreement and may be withdrawn by Beauty Consultant. The Company shall process Beauty Consultant's data also after the expiry of this Agreement to conclude the object of this Agreement and if requested so by law.

Beauty Consultant has the right to access her personal data processed by the Company as well as other rights set forth in Personal Information Protection and Electronic Documents Act (Canada), as amended, or any other applicable laws.

14. To comply with any changes to the General Terms and Conditions of the Independent Beauty Consultant Agreement that may be made by the Company.

B. Mary Kay Cosmetics Ltd. ("COMPANY") AGREES:

1. To allow a discount from suggested retail prices on Section 1 items of the then current Consultant order form ("Section 1 products"). The discount shall not apply to samplers, premiums, demonstrators, literature, hostess gifts or sales promotion items.
2. To pay Beauty Consultant with one or more active team members a monthly personal team commission on all purchases of Company products (excluding Starter Kits and sales aids) made by persons whom Beauty Consultant has personally recruited to become Mary Kay Beauty Consultants and who have been accepted by the Company, with commissions to be calculated and paid in accordance with the then current Company-published monthly personal team commission schedule for so long as both Beauty Consultant and team member are active, provided that commissions and bonuses paid on merchandise not sold at retail to ultimate consumers which is subsequently returned for Company repurchase pursuant to Part 6, below, may be

charged back or deducted from commissions or other sums payable by Company to Beauty Consultant. A Consultant must be active and have one or more active team members in order to receive a monthly personal team commission. An Independent Beauty Consultant is considered "active" in the month a minimum \$200 wholesale Section 1 product order is received by the Company and in the following two calendar months.

3. Company may change suggested retail prices, discounts, commissions, transportation charges, contest rules and active status requirements at any time. Company will give Beauty Consultant at least ten (10) days prior written notice of: a) any changes to contest rules and active status requirements; b) increases in suggested retail prices and transportation charges; and c) decreases in standard discount and commission schedules. Written notice may be given by posting notice on the Company Web site(s).
4. No geographical territories or limits concerning sales or recruiting within Canada are imposed on Beauty Consultant.
5. Company reserves no right of control or direction of Beauty Consultant's activities, other than the right to question results.
6. To accept Consultant's cancellation of this Agreement within thirty (30) days after acceptance of the Agreement by Company, and upon return of Consultant's original and unused Starter Kit to Company, to refund to Consultant the Consultant's cost of the Starter Kit; or if Agreement is terminated and Consultant's original and unused Starter Kit is returned to Company after the cancellation period and within one (1) year of purchase, to repurchase such Starter Kit at ninety percent (90%) of Consultant's original net cost.
7. To repurchase, upon the termination of this Agreement, at ninety percent (90%) of Consultant's original net cost, original and unused Section 1 products, provided such items were purchased by Consultant from Company within one (1) year prior to return.
8. Starter Kit and Section 1 products must be shipped freight prepaid, accompanied by a "Request for Repurchase" form to the Mary Kay Repurchase Department in Mississauga. Consultant agrees that Company's cost of any prizes or product bonuses awarded to Consultant because of the original purchase and any indebtedness Consultant owes Company will be deducted from the repurchase amount. Consultants who return merchandise to the Company are not eligible to rejoin Mary Kay as a Mary Kay Beauty Consultant. Consultant agrees that Section 2 items are not intended to be purchased from Company for resale and are not subject to this repurchase provision.
9. Customer names and addresses furnished by Beauty Consultant to Company for Preferred Customer Program (direct mail advertising) will be used by Company for advertising and promotional programs to enhance Beauty Consultant's business, create new sales opportunities for Beauty Consultant and generate additional customer sale which will be financially beneficial to the Beauty Consultant.
10. There will be no direct sales from Company to the Beauty Consultant's customer without a commission being paid to customer's Beauty Consultant, provided Beauty Consultant is a member of the Mary Kay independent sales organization at the time of the sale. Company will not accept an order directly from customer without the name and Beauty Consultant number of customer's Beauty Consultant. Commissions will be charged back on customer returns.

This Agreement is subject to acceptance by Company at its corporate headquarters in Mississauga, Ontario, through issuance of a Notice of Acceptance. Such acceptance is conditioned upon receipt of a Starter Kit by Beauty Consultant. This Agreement shall be governed by the laws of the Province of Ontario as to all matters. The parties further agree that if any dispute or controversy arises between them concerning any matter relating to this Agreement that any issues which either party may elect to submit for legal jurisdiction shall be submitted to the jurisdiction of the courts of the Province of Ontario and the parties agree that the proper venue shall be Mississauga, Ontario.

This Agreement is not subject to alteration, modification or change, except in writing, signed by an authorized executive of the Company and shall not be deemed to be changed, modified or altered by reason of any advice, suggestions, guides or sales aids furnished by the Company to the Beauty Consultant. This Agreement shall be effective from the date of acceptance until December 31 of the same year and shall thereafter be automatically renewed each January 1, for additional terms of one year each, provided that the Agreement may be terminated by either party effective immediately for any breach of its provisions or by either party at any time during the initial term or any renewal term by not less than thirty (30) days written notice.

It is not necessary to submit a new Agreement (or purchase a new Starter Kit) if reinstating within one year of last order month (anniversary month, if no last order) as the terms and conditions of the then current Independent Beauty Consultant Agreement will continue in full force and effect. For record purposes, a Consultant must have a minimum \$200 wholesale Section 1 product order to update her last order date.

This is the sole and only Agreement between the parties relating to the subject matter hereof, and both parties acknowledge that the Independent Beauty Consultant is not an employee of Company and will not be treated as an employee with respect to this Agreement for federal, provincial, municipal or local tax purposes, or otherwise.