



Independent Consultant Agreement Effective March 1, 2022

We are happy you've decided to join our growing team of L'BRI Independent Consultants. This Agreement is made between L'BRI PURE n' NATURAL and you, an Independent L'BRI Consultant.

This Independent Consultant Agreement outlines the expectations and responsibilities between the Independent Consultant ("you," "your," "yours") and L'BRI PURE n' NATURAL ("Company," "L'BRI," "we," "our," "ours"). These guidelines are put in place to ensure that each party and our customers are treated honestly and fairly in all transactions with you and the Company.

1. **Agreement Components:** By clicking "I Agree", you acknowledge that you have carefully read and agree to comply with the terms and conditions of the following documents, all of which are incorporated into and made part of this agreement.
 - a. L'BRI Independent Consultant Agreement (set forth herein);
 - b. L'BRI Policies and Marketing Parameters; and
 - c. L'BRI Profit Plan, collectively referred to hereafter as the "Agreement".

2. **Acknowledgements:** By clicking "I Agree", you acknowledge and confirm the following:
 - a. You have read, understand, and agree to the terms of the Agreement.
 - b. You are 18 years of age or older.
 - c. You are a citizen or permanent resident of the United States.
 - d. You must provide your valid Social Security number. L'BRI cannot accept a Business Tax ID number in addition to, or as a replacement for, your Social Security number.

3. **L'BRI Consultant Rights:** As a L'BRI Consultant, you will have the right to:
 - a. Offer for sale L'BRI products in accordance with Agreement;
 - b. When qualified, earn commissions on your personal retail sales and earn additional bonuses or commissions through various L'BRI programs and the L'BRI Profit Plan;
 - c. Sponsor others as L'BRI Independent Consultants and earn bonuses on the sales of your new Consultants in accordance with the L'BRI Profit Plan;

4. **L'BRI Consultant Responsibilities and Duties:** As a L'BRI Consultant, you will have the responsibility, and/or duty to:
 - a. Train and motivate the Consultants in your down line organization;

- b. Comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations, and make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
 - c. Remain in good standing with L'BRI, as defined in the Policies and Business Parameters.
- 5. **Independent Contractor Status:** You understand that you are an independent contractor, and not an employee, partner, legal representative, agent or franchisee, joint venture, partner, or owner of the Company.
 - a. As a Consultant you shall not be treated as an employee, agent or franchisee, joint venture, partner or owner of the Company under the Internal Revenue Code, Social Security Act, Federal Unemployment Act, Federal Insurance Contributions Act (FICA), worker's compensation, any state unemployment act or any other federal, state, or local statute, ordinance, rule, or regulation. Consultant shall be fully responsible for all applicable taxes, insurance, license requirements, and fees related to Consultant's role as an independent contractor of L'BRI. L'BRI is not responsible for withholding and shall not withhold or deduct from your bonuses and commissions, if any, FICA, or taxes of any kind. You understand that you are not entitled to worker's compensation, unemployment compensation, insurance, paid vacations, paid holidays, pension or social security benefits of any kind from L'BRI. You shall assume responsibility for, and indemnify and hold L'BRI harmless from any liability for the payment of any of the foregoing and any damages related thereto.
 - b. You will be solely responsible for paying all expenses that you incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, postage, and other business-related expenses. You understand that some expenses may be tax deductible and will be responsible for consulting your tax professional for guidance in this area.
- 6. **Starter Kit:** You agree that, depending on the join option chosen, the purchase of a starter kit that includes an initial supply of L'BRI products, supplies and marketing materials for conducting home parties, as well as valuable training materials may be required (except where such requirement is prohibited). You understand that the Starter Kit is not commissionable. You agree that for Starter Kit items purchased during the one year period preceding termination of this Agreement, you may return unused materials or items, at 90% of the original price so long as the goods are in 'Resalable Condition.' Goods are resaleable if: merchandise is unopened and unused AND packaging, and labeling has not been altered or damaged.
- 7. **Technology Fee:** You agree, as a requirement of this Consultant Agreement, to make timely payment of your monthly technology fees of \$9.95/month. These fees cover a variety of tools and technology including:

- a. A replicated website that supports processing for customer orders and provides a place for new team members to enroll; and
 - b. Access to and use of the L'BRI Connect Mobile App; and
 - c. Access to the L'BRI Business Center including training and business building tools located in the Learning Center.
8. **Assignability:** Consultant acknowledges that this Agreement is personal to Consultant, and therefore this Agreement and any rights, obligations or interests of the Consultant, as outlined in this Agreement, cannot be transferred, subcontracted or assigned to another party, except as permitted under Section 20 below.
9. **Indemnification:** You are responsible for any written or verbal statements that you make in reference to the Company's products, services, or Profit Plan, and for your actions or inactions related to your role as an independent contractor of L'BRI. This includes any violations of or failure to comply with any applicable federal, state, or local laws or regulations. You agree to indemnify and hold L'BRI and its officers, directors, employees and representatives harmless from and against any and all liability arising out of any act or omission constituting negligence or willful misconduct or resulting from your failure to comply with the terms of this Agreement.
10. **Promotional & Advertising Release:** You authorize and grant to L'BRI a license to use your name, photograph, personal story, testimonial, likeness, and/or any other material in its advertising or promotional materials. You agree to and do release, discharge, and hold harmless L'BRI and its employees, officers and directors and all persons acting under its permission or authority from any liability for any claim arising by virtue of any use of such publicity rights or materials that result in blurring, distortion, or alteration that may occur. You further waive all claims for compensation and remuneration for such use.
11. **Intellectual Property:** You understand that the Company's trademarks, logos, service marks and copyrighted materials are owned solely by the Company and that use of such marks and materials by you must be in compliance with the license granted to you in the Company's Policies and Business Parameters. Use of Company logos and marks may not be used or printed on any products or materials without seeking prior written permission from the Company.
12. **Amendments:** This Agreement may be amended at any time at the discretion of L'BRI. Notification of amendments shall be posted on the L'BRI website, in your Business Center, and/or sent via email no less than thirty (30) days prior to the effective date of the change. The continuation of your L'BRI business or your acceptance of bonuses or commissions after the effective date of the amendments shall constitute your acceptance of any and all amendments.

13. Non-Disclosure of Confidential Information: You acknowledge that through doing business with L'BRI, you will have access to, or may contribute to, certain commercially valuable information, proprietary information, and trade secrets, belonging to L'BRI. Consultant will use such confidential information solely for the purpose of carrying out its Independent Consultant duties. Consultant will keep in strict secrecy and confidence any and all confidential information and trade secrets that Consultant obtains, observes, comes in contact with or develops during the performance of the Agreement. The unauthorized disclosure of such information is strictly prohibited as it would cause substantial and irreparable harm to the Company.

Furthermore, all Consultant lists, including your personal group, down line organization, Customers and Hosts, are property of the Company and constitute proprietary business information of L'BRI. These lists may be available to you through the Consultant Business Center for the purpose of building your business and providing exceptional service to Customers and are to be used only in connection to your business activities and efforts. It is the Consultant's job to keep these lists confidential and you must not make any list information available to third parties.

Failure to adhere to this provision may result in legal action and/or termination of the Consultant Agreement. This provision will survive the termination or expiration of this Agreement. This non-disclosure obligation shall continue for two (2) years following the termination of this Agreement, unless earlier terminated by written consent of L'BRI. Notwithstanding anything to the contrary contained herein, Consultant's obligation to keep secret and not use the confidential information that constitutes a trade secret shall last for as long as such trade secret is maintained by Company.

14. Governing Law; Venue and Jurisdiction: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin without regard to its conflict of laws provisions. Consultant agrees to, and does hereby, submit to the exclusive jurisdiction of the state or federal courts of competent jurisdiction sitting in the State of Wisconsin to hear and resolve disputes arising out of, or related to this Agreement, and agrees that the exclusive venue for all such actions shall be in Walworth County, Wisconsin. Consultant by accepting this Agreement, consents and submits itself to the personal jurisdiction of such court, and waives any defense that, and agrees that they shall not assert that such forum is inconvenient or improper.

15. Terms of Agreement; Technology Fee: Your L'BRI business shall remain in effect so long as: (i) you remain in compliance with the terms of the Agreement and pay your Monthly Technology Fee; (ii) until you voluntarily cancel your L'BRI Consultant Agreement; or (iii) until Company terminates the L'BRI Consultant Agreement. Payment of your Monthly Technology Fee indicates your intent to continue as a L'BRI Independent Consultant and acknowledges your adherence to the terms of this Agreement.

16. **Good Standing:** You must remain in good standing, and not in violation of this Agreement, in order to be eligible for bonuses or commissions, trip contests, or other incentives and promotions offered by L'BRI.
17. **Communications:** You consent to receive communications from L'BRI to keep you informed and better aid in the performance of your L'BRI Independent Consultant business. These communications may come via phone, email, text, push notification, or other means.
18. **Waiver of Rights:** In the event of cancellation or termination by either party, you waive all rights you have, including but not limited to property rights, to your former down line organization, customer database and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former down line organization.
19. **Death, Incapacitation:** In the event of your death or incapacitation, your L'BRI business may be passed to your heirs. In order for your business to be transferred, proper legal documentation must be submitted to L'BRI as outlined in our Policies and Marketing Parameters.
20. **Severability:** This Agreement is binding. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and such invalidity shall not affect the other provisions of the Agreement, which can be given effect without the invalid provision.
21. **Non-Solicitation:** While this Agreement is in place and for a period of one year following termination, of this Agreement, you may not directly or indirectly solicit or recruit L'BRI Consultants or Customers for any other direct selling, multi-level, or network marketing skin care or cosmetics business. You understand that the Company's relationships with these individuals represent valuable business assets, and that solicitation of these parties could bring irreparable harm to the Company.
22. **Force Majeure:** The Company will not be held responsible for delays or failure to perform our obligations under the Agreement when impractical due to circumstances beyond our reasonable control. This includes, for example, but not limited to, natural and manmade disasters, pandemic, epidemic, failure to deliver due to delays by our suppliers, strikes, government orders or similar matters.
23. **Entire Agreement:** This Independent Consultant Agreement, the L'BRI Policies and Business Parameters, L'BRI Profit Plan and our Privacy Policy constitute the entire agreement between you and Company with respect to your role as an Independent Consultant of L'BRI and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to your L'BRI business.

24. **Termination:** CONSULTANT UNDERSTANDS THAT THE COMPANY OR CONSULTANT MAY, WITH OR WITHOUT CAUSE, TERMINATE THIS AGREEMENT AT ANY TIME UPON WRITTEN NOTICE, INCLUDING EMAIL, TO THE OTHER PARTY.

25. **Acceptance:** By clicking "I Agree" below, you acknowledge that you have read the Agreement, understand it, and agree to be bound by its terms.

Please print and save a copy of this document for your records.