

**FOR JAFRA USE ONLY**

Consultant ID: # _____

Order Number: _____

Team Member: _____

INDEPENDENT CONSULTANT AGREEMENT

All information is required to process

DATE OF BIRTH _____

Are you 18 years of age or older?

☐ YES☐ NO

Mrs. Ms. Mr.

FIRST NAME _____

MIDDLE INITIAL ____ LAST NAME _____

DEFAULT ADDRESS - (This address will be used as your Mailing & Shipping address.)

STREET _____

CITY _____

COUNTY _____

STATE _____ ZIP _____

EMAIL ADDRESS _____

By entering a phone number and email address and checking the box(es) below you are providing JAFRA your signature expressly consenting to receive promotional and or informational text messages, phone calls, and/or emails, at the phone number or email address you provided to JAFRA (including by prerecorded messages or using an autodialer or automated means), even if the phone number is on a corporate, state, or national Do Not Call list. You are not required to consent to receive these messages or calls as a condition of making a purchase from JAFRA. Message and data rates may apply.

Sign me up! Choose all that apply:☐ TEXTS☐ EMAIL☐ PHONE☐ ALL**CORRESPONDENCE**

Language Preference

☐ ENGLISH☐ SPANISH**SPONSORING INFORMATION**

SPONSOR ID # _____

SPONSOR NAME _____

CORRESPONDENCE (choose one)☐ Discovery Kit (Eng) **\$25**☐ Discovery Kit (Spa) **\$25****PAYMENT CALCULATION**

BUSINESS KIT \$ _____

TAX \$ _____

(Tax is calculated based on retail price)

FREE Shipping & Handling

TOTAL PAYMENT DUE / AUTHORIZED CHARGE \$ _____

PAYMENT METHOD☐ CREDIT/DEBIT CARD☐ VENMO☐ PAYPAL

1. Our Agreement. This Independent Consultant Agreement ("Agreement") is entered into between JAFRA Cosmetics International, Inc. ("JAFRA"), a Delaware corporation with its principal place of business located at One Baxter Way, Suite 150, Westlake Village, CA 91362, and the individual identified on the contact information portion of the "Join Jafra" webpage or this Agreement ("you") (each a "Party," and collectively, the "Parties" to this Agreement). The purpose of this Agreement is to describe JAFRA's and your rights and duties with respect to buying, selling, and marketing JAFRA's products and opportunity ("Consultant Activities"). This Agreement is effective on the date you consent to enter this Agreement ("Effective Date"). To become a JAFRA Independent Consultant, you must (i) be an individual who reside in the United States, (ii) have a valid taxpayer identification number, (iii) be at least 18 years of age, and (iv) be legally capable of entering into a contract.

2. You are an Independent Contractor. As a JAFRA independent consultant, you are a self-employed, non-exclusive independent contractor. You are not a JAFRA employee, agent, joint venturer, partner, legal representative, or franchisee of JAFRA for any purpose, including, without limitation, federal or state tax purposes. However, JAFRA will regularly report amounts paid to you to the IRS as required by law. You are not entitled to any benefits that JAFRA may make available to its employees.

You have no power or authority to incur any debt, obligation, or liability on behalf of JAFRA, to bind or obligate JAFRA in any way, or to pursue, waive, or compromise any of JAFRA's rights (or purport to do any of these things). Among other things, you are solely responsible for:

- Filing all tax forms and making all payments to any tax authority with respect to your Consultant Activities or otherwise.
- Filing and maintaining all business or other licenses or registrations required for your Consultant Activities.
- Following all federal, state, and local laws and regulations, and any applicable rules of conduct.
- Complying with all applicable licensing, registration, certification, fiduciary, bonding, legal, regulatory, and industry requirements.

3. Integration and Incorporation by Reference. This Agreement is an integrated agreement consisting of the terms and conditions described in this Agreement and the document titled JAFRA Independent Consultant Policies & Procedures ("the Policies & Procedures"), which is incorporated herein by reference, and which is located on jafra.com. In the event of any inconsistency between the statements in the body of this Agreement and the Policies & Procedures (other than as expressly set forth), the statements in the body of this Agreement control.

JAFRA may at any time revise the Policies & Procedures by posting amended Policies & Procedures on jafra.com. Any changes will be effective immediately upon posting.

This Agreement contains the entire Agreement between JAFRA and you concerning the Consultant Activities and supersedes and replaces any and all other representations, warranties, negotiations, and agreements, if any, whether written, oral, or implied, between JAFRA and you concerning the Consultant Activities, with the exception of JAFRA's website privacy policies and terms of use.

4. Your Conduct and Responsibilities.

- You shall not make representations, promises, guarantees, or other statements with respect to JAFRA's products or business opportunities that are different from or in addition to those published by JAFRA.
- You shall regularly check jafrazbiz.com for revisions to the Policies & Procedures. You shall read the Policies & Procedures and follow them. You shall comply at all times with all applicable laws, rules, regulations, and the terms of this Agreement.
- You shall notify JAFRA if your name, address, phone number, or email change using the method specified in the Policies & Procedures.

5. Business Kit. You may return a JAFRA Business Kit within 3 months from the date of purchase for a refund by contacting JAFRA's Consultant Care. The refund amount will be 90% of your total original net cost, less set-offs and claims, which will include 90% of the net (wholesale) cost of the product and 90% of the tax which was paid, but you will not receive a refund for any shipping and handling costs that you paid when you ordered the Business Kit. You are responsible for paying shipping and handling to return the Business Kit to JAFRA. In the event you return the Business Kit, your agreement with JAFRA is terminated and you are not eligible to re-enroll as a Consultant until 6 months have elapsed from the date on which you placed your last commissionable order.

6. Product Replacement & Exchanges. JAFRA strives for product satisfaction and if you or your client should find any product unsatisfactory, and your order for that product was placed within the past 3 months, please contact Consultant Care during business hours for replacement procedure.

Please note that client orders purchased from JAFRA.com or a Consultant's personal website are subject to the Sales and Shipping Policies found on JAFRA.com.

If the product to be exchanged was purchased within a variable set (sets where selections are chosen), the product can be exchanged for an equal product subject to availability at the time of order.

If the product to be exchanged was purchased within a fixed set (sets where JAFRA has designated specific products to be sold together), a replacement will only be made for the same set of products, subject to availability.

Exchanges may be made for products of equal or greater value. In the event the product is exchanged for another product of greater value, JAFRA will process a debit for the price difference on your account.

Exchanges or replacements may not be made for products that were not available, on back order, or temporarily unavailable at the time of the original order. To request product replacements or exchanges, contact Consultant Care via email at "mailto:JAFRAcares@JAFRA.com" or by phone during business hours. Include the following information:

- Consultant Name
- Consultant ID Number
- Complete Shipping Address
- Order Date
- Order Number on which the product(s) was purchased
- Product Number and quantity of the product(s) being replaced or exchanged
- Reason for the replacement or exchange
- Batch Code of the product(s) being returned or replaced
- Product Number and description of the substitute product.

JAFRA reserves the right to request that unsatisfactory product(s) be returned. JAFRA may require you to return product at your own expense.

If product is requested to be returned, JAFRA may, at its discretion, provide a pre-paid return label via email at no additional cost. In the event that the return label cannot be sent via email JAFRA can request the shipping carrier to pick up the package for an additional charge based on the amount of pick-up attempts you would like the carrier to make:

- \$6 for 1 pick-up attempt
- \$8.20 for 3 pick-up attempts

If product is requested and not returned within 45 days from the return request date, your account will be charged the full retail value for the item that was replaced in good faith. Your commission on the product(s) may be adjusted.

JAFRA reserves the right to refuse returned items (i.e. return not authorized, product reported as "unused" but is returned used and/or in unacceptable condition) or to debit your account if the product returned is more than 50% used. Product returns/replacements/exchanges are at the sole discretion of JAFRA.

7. Method of Sale. As a JAFRA Consultant, you sell JAFRA products via the direct-to-consumer approach, and your success with clients depends on personal relationships. Through direct sales, clients may experience the products before buying and receive proper individual instruction in product use, both before and after the sale. Therefore, JAFRA's policies regarding sales are intended to steer you away from the pursuit of the one-time only, impulse sale and toward long-term, relationship-based sales. It is beneficial for you to put forth your best efforts in servicing clients and in creating and maintaining the goodwill of clients toward JAFRA.

If I sell products online, I will only do so through my JAFRA Personal Website, and not through eBay, Amazon or similar platforms. When selling products in person, I will not sell products at swap meets, farmers markets, or other types of retail situations. I will follow JAFRA's guidelines for selling products.

8. Compensation. You may receive from JAFRA compensation, recognition and rewards as set forth in the Compensation Plan (The Purple Guide). JAFRA may deny you compensation, recognition, and/or rewards if you violate this Agreement or the Policies & Procedures (incorporated herein, see Section 3). At any time and for any reason, JAFRA may change the standards for participation in the Compensation Plan (The Purple Guide) or any other promotions, the standards for payment under the Compensation Plan (The Purple Guide) or any other promotions, or the formula for payment of compensation or rewards, among other things. Any changes to compensation, recognition, rewards, or promotions are effective immediately upon JAFRA's publication of such changes in the Compensation Plan (The Purple Guide).

9. Intellectual Property. You shall not copy or reproduce in any manner any JAFRA copyrighted materials or use such materials in any manner which, in the sole judgment of JAFRA, would harm or threaten to harm JAFRA's business, rights, or privileges, including without limitation its intellectual property rights, except with the prior written approval of JAFRA or as otherwise provided in the Policies & Procedures.

The name JAFRA, and all JAFRA trademarks and trade names, are the exclusive property of JAFRA.

You shall not use JAFRA's trademarks or trade names or any confusingly similar mark, except with the prior written approval of JAFRA or as provided the Policies & Procedures.

You shall discontinue any use of any trademark, trade name or copyrighted material owned by JAFRA upon receipt of written notice from JAFRA.

The obligations in this Section 9 survive the termination of this Agreement.

10. Confidential Information. "Confidential Information" means tangible or intangible information or data that is disclosed or made available to you by JAFRA, or that you develop

in the course of your Consultant Activities, that is of value to JAFRA in the course of conducting its business and that could result in a competitive or other disadvantage to JAFRA if disclosed. Confidential Information includes, without limitation, (a) customer contact information, (b) lineage information, and (c) JAFRA independent consultant contact, sales, and performance information, and (d) information that identifies, relates to, describes, is capable of being associated with, or may reasonably be linked, directly or indirectly, with a particular consumer or household.

With respect to Confidential Information you shall (a) treat Confidential Information as confidential and take all reasonable measures to maintain its secrecy; and (b) use Confidential Information only for your Consultant Activities. You shall not use Confidential Information to compete with JAFRA (including, without limitation, while acting as a consultant for any other direct company or while selling any other products other than JAFRA's) or for any purpose other than promoting JAFRA. You shall not disclose any Confidential Information to any third party directly or indirectly unless otherwise permitted by this Agreement or by JAFRA in writing.

You are prohibited from collecting, retaining, using, selling, or otherwise disclosing Confidential Information for any purpose other than the specific purpose of performing the activities contemplated by the Contract.

When this Agreement ends, you shall immediately stop using Confidential Information for any purpose.

The obligations in this Section 10 survive the termination of this Agreement.

11. Your information. You authorize JAFRA to use your name, photograph, location, personal story, likeness, sales results, and earnings in advertising, recognition, and promotional materials, and you waive all claims for remuneration for such use. You authorize JAFRA to contact you using any contact information that you provide to JAFRA. You authorize JAFRA to release your name and contact information in response to a customer's request for a consultant, as well as to share information about you with other consultants, clients, and third-parties. If you do not want your information published, used, or shared, please notify JAFRA either by mail (One Baxter Way, Suite 150, Westlake Village, CA 91362.) or by email (jafra cares@jafra.com).

12. Proselytizing/Solicitation. You shall not solicit directly or indirectly any JAFRA independent consultant to enroll in or register with another direct selling, multilevel, or networking marketing company. You shall not induce or attempt to induce any other JAFRA independent consultant to violate or terminate her/his business relationship or agreement with JAFRA. The obligations in this Section 12 survive the termination of this Agreement.

13. Termination. This Agreement will automatically terminate if you do not place an order with JAFRA in any period exceeding 12 consecutive months. Either you or JAFRA may terminate this Agreement at any time for any reason or no reason. You may terminate this Agreement by notifying JAFRA by phone (1-800-852-3728), by mail (One Baxter Way, Suite 150, Westlake Village, CA 91362.) or by email (jafra cares@jafra.com).

Upon termination: (a) all your rights and privileges under this Agreement end, including without limitation the right to any commissions, travel incentives, prizes, gifts or any other compensation from JAFRA; (b) you shall immediately stop using any of JAFRA's trademarks, trade names, copyrighted materials, and Confidential Information; and (c) you shall return or destroy any materials or items that JAFRA asks you to return or destroy.

14. Remedies. You acknowledge that JAFRA would suffer irreparable harm as a result of (a) any unauthorized disclosure or use of JAFRA's Confidential Information, (b) any unauthorized product claims, advertising or sales, (c) any unauthorized use of JAFRA's intellectual property or (d) any unauthorized proselytizing or solicitation, and you acknowledge that monetary damages are insufficient to compensate JAFRA for such harm. Therefore, if you are in breach of Sections 7, 9, 10, 12 or the Policies & Procedures with respect to Confidential Information, intellectual property, or product claims/sales/advertising, JAFRA is entitled to an injunction or temporary restraining order, without notice to you, restraining any unauthorized disclosure or use, in addition to any other available remedy, including damages. In any such action, if JAFRA prevails, you shall reimburse JAFRA for its costs and reasonable attorneys' fees incurred in connection with the legal action. You waive all bonding requirements otherwise applicable to a temporary restraining order and/or injunction.

15. Severability. If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, all remaining provisions shall continue in full force and effect.

16. Notice. Any notice required or allowed under this Agreement will be considered delivered and effective by JAFRA when published on jafra.com.

17. No Waiver. No waiver by either Party of any of the provisions in this Agreement is effective unless explicitly set forth in writing and signed by both Parties. JAFRA's failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will not operate or be construed as a waiver thereof. A single or partial exercise of any right, remedy, power, or privilege by JAFRA will not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Consequential Damages Waiver; Limitation of Liability. Without limitation of either Party's respective obligations under Section 19, the Parties are not liable for, and waive, all claims

to any indirect, special, punitive, incidental, consequential or other indirect damages, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits, loss of revenue or loss of business, arising out of or in connection with this Agreement. Except for breaches of Sections 4, 7, 9, 10 or 12 and either Party's respective obligations under Section 19, the aggregate liability of either Party arising out of or in connection with this Agreement or the subject matter hereof under any legal theory (whether in contract, tort, indemnity or otherwise) shall be limited to the amounts received by each Party, respectively, under this Agreement during the 12 month period prior to the date such claim arose. The allocations of liability in this Section 18 represent the agreed and bargained for understanding of the Parties, and your compensation pursuant to this Agreement reflects such allocations.

The obligations in this Section 18 survive the termination of this Agreement.

19. Indemnification. You shall indemnify, defend, and hold harmless JAFRA (and its officers, directors, agents and employees) from and against all claims, suits, proceedings, damages, judgments, settlements, expenses and other actions, and all expenses incidental to such claims or actions (including attorney fees) arising out of or related to (a) the conduct of your Consultant Activities (including without limitation the presentation of JAFRA products and the operation of any motor vehicles in connection to your Consultant Activities), (b) damage to property or injuries to persons or other tortious acts caused, claimed to have been caused, or contributed to by you or anyone acting under your direction or control or on your behalf in the course of your performance of the Agreement or your Consultant Activities or both, (c) any representations or warranties made by you or your agents which differ from those provided by JAFRA, or (d) the infringement or misappropriation, or alleged infringement or misappropriation, of any of JAFRA's copyrights, patents, trade secrets or other intellectual property rights by you (except to the extent such infringement or misappropriation arises from the distribution or use of JAFRA's products in compliance with this Agreement).

You shall be liable to JAFRA for any additional costs, including attorney fees and court costs, incurred by JAFRA in recovering any overdue amounts you owe to JAFRA under this Agreement. The obligations in this Section 19 survive the termination of this Agreement.

20. Mitigation. Each Party has a duty to mitigate the damages and losses that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

21. No Assignment or Beneficiaries. You enter into this Agreement on a personal basis; neither this Agreement nor any of your rights or obligations arising under this Agreement may be assigned or transferred without prior written approval of JAFRA. This Agreement is for your sole benefit and is not intended to, and will not, confer upon any other person or entity any legal or equitable rights, benefits, third-party benefits, or remedy of any nature whatsoever.

22. Price and Product Availability. JAFRA reserves the right to change the prices at which it offers products for sale and the range of products offered without prior notice.

23. Force Majeure. JAFRA is not liable, nor deemed to have defaulted under or breached this Agreement, for any failure in performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond JAFRA's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, slowdowns, or other industrial disturbances; and (i) shortage of power or transportation.

24. Choice of Law; Arbitration; Waiver of Trial by Jury. The laws of California, without regard to California's conflict of laws principles, govern this Agreement and all of the transactions contemplated by it, as well as all other matters arising out of and relating to it, including without limitation claims as to its validity, interpretation, construction, performance as well as all claims sounding in tort.

For disputes between the Parties, the Parties shall first attempt to resolve the dispute informally. If unsuccessful, the Parties shall proceed to arbitrate any and all controversies or claims arising out of or relating to (a) this Agreement, (b) its enforcement, arbitrability, interpretation, (c) your performance of services, (d) your classification as an independent contractor, or (e) any claims alleging violation of any applicable law, ((a)-(e) are collectively "Claims"). All Claims shall be governed by and construed in accordance with the substantive laws of the state of California to the extent state law would otherwise be applicable, is consistent with the Federal Arbitration Act, and does not preclude or delay arbitration or apply to void or invalidate this clause or any portion of this clause. All Claims shall be submitted to final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator, in accordance with and subject to the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by selecting from a list of arbitrators supplied by JAMS, and except as otherwise stated in this provision, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures which are available electronically at www.jamsadr.com/rules-comprehensive-arbitration/. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based.

The obligations in this Section 24 survive the termination of this Agreement.

25. Waiver of Class Action. All Claims covered by this Agreement must be submitted on an individual basis. No Claims may be arbitrated on a class or collective basis. The parties expressly waive any right with respect to any covered Claims to submit, initiate, or participate in a representative capacity (except as provided below), or as a plaintiff, claimant or member in a class action, collective action or other representative or joint action, regardless of whether the action is filed in arbitration or in court. By signing this Agreement, you and JAFRA agree that each may bring and pursue claims against the other only in an individual capacity, and may not bring, pursue, or act as a plaintiff or class member in any purported class or collective proceeding. You and JAFRA further agree that neither party may bring, pursue, or act as a plaintiff or representative in any purported representative proceeding or action, or otherwise participate in any such representative proceeding or action other than on an individual basis except to the extent this provision is unenforceable as a matter of law. You and JAFRA agree that any representative claims that are found not subject to arbitration under this Agreement shall be resolved in court and shall be stayed pending the outcome of the arbitration.

The parties further agree that a court, not the arbitrator, shall determine whether any claims will proceed on a class, representative, or collective basis. Nothing in this Agreement shall prohibit or limit the parties from seeking provisional remedies under California Code of Civil Procedure ("CCP") Section 1281.8, including, but not limited to, injunctive relief from a court of competent jurisdiction. The obligations in this Section 25 survive the termination of this Agreement.

26. Translation. In case of any inconsistency between the Spanish and English version, the English version will prevail.

By signing this Agreement, you agree that (a) you have read, understood, and agreed to abide by the Agreement, including the limitations of liability provisions set forth herein; (b) you provided true, correct, and complete information in this Agreement; and (c) you can perform your obligations under this Agreement without breach of any other agreement.

YOUR PRINTED NAME: _____

YOUR SIGNATURE: _____

DATE: _____