



## Independent Consultant Agreement

We are very excited that you are considering becoming a consultant of Jamberry ("Consultant" or "Jamberry Consultant"). Before you take the final step to joining, please carefully review this entire document. By signing this Independent Consultant Agreement ("Consultant Agreement") you are agreeing to the terms and conditions set forth and in any documents incorporated by reference. You understand and agree that this is a legally binding agreement governing the Consultants operating in the United States of America ("USA") and that you are required to agree to the terms of this Consultant Agreement to be authorized to arrange for the sale of Jamberry products in the USA. This agreement is between you and Jamberry Nails, LLC, a Utah limited liability company ("Jamberry"). If you have any questions about any of the terms in this document, please contact Jamberry support at [support@jamberry.com](mailto:support@jamberry.com) or call toll free at +1 (855) 416-0221.

As a Consultant of Jamberry:

1. You have the right to arrange for sale any Jamberry products and services.
2. You have the right to sponsor new Jamberry Consultants.
3. You are encouraged to train and motivate Consultants on your team and in your downline.
4. You will comply with all Federal, State, and local laws, ordinances, rules, and regulations related to your acting as a Jamberry Consultant.
5. You agree to any tax withholdings or deductions that Jamberry may be required to make by law.
6. You will report any income you receive from Jamberry on your federal income tax return.
7. You will present the Jamberry Compensation Plan and products using literature produced by or authorized by Jamberry, will be truthful and non-misleading when presenting the products and opportunity, and will not make any claims about what compensation can be earned through the opportunity.
8. As an independent consultant, you are an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Jamberry. You further agree that you are 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 Jamberry. You agree that you are solely responsible for paying all expenses incurred by yourself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. YOU FURTHER UNDERSTAND THAT YOU SHALL NOT BE TREATED AS AN EMPLOYEE OF JAMBERRY FOR FEDERAL OR STATE TAX PURPOSES. Unless specifically required by law, Jamberry is not responsible for withholding, and shall not withhold or deduct taxes of any kind, including FICA, from your bonuses or commissions.
9. You are at least 18 years old and have carefully read, understood, and agreed to the Jamberry Consultant Policies and Procedures (<https://workstation.jamberrynails.net/info/PoliciesAndProceduresUS.aspx>) and the Compensation Plan (<http://www.jamberrynails.net/uploads/cms/docs/Compensation%20Plan.pdf>), as amended from time to time. Both the Policies and Procedures and the Compensation Plan are incorporated into this Consultant Agreement by reference. The Consultant Agreement, Jamberry Consultant Policies and Procedures, and Compensation Plan are collectively referred to as the "Agreements."
10. You must be in good standing under the Agreements and must be "Active" to be eligible for overrides and bonuses from Jamberry. "Active" means that you must have made at least \$200 in personal retail volume ("PRV") of Jamberry retail products (not marketing or promotional items) during a calendar month. Even if you are not "Active" you will still be paid commissions on your personal retail sales.
11. You understand that there is only one revenue-generating event for a Consultant, namely the sale of Jamberry products to retail customers and acknowledge that all commissions and other remuneration

(including overrides, bonuses, incentives and awards) shall be paid solely as a consequence of the same. You understand that no commissions or other remuneration shall be paid to anyone for the mere sponsorship or enrollment of any other Consultant, or for any other reason. Consultants are strictly prohibited from making or representing that compensation is payable for anything other than arranging for the sale of Jamberry products to retail customers.

12. As an independent consultant and sales representative arranging sales, there is no reason for you to purchase inventory, and you are strictly prohibited from purchasing products in commercially unreasonable amounts for personal consumption or otherwise.
13. You acknowledge that Jamberry has a commercially reasonable buy-back policy set out in the Jamberry Consultant Policies and Procedures. Your signature below signifies that you have been informed of the existence of the buy-back policy and the manner in which it can be exercised.
14. You understand that the Consultant Agreement, Jamberry Consultant Policies and Procedures, and the Jamberry Compensation Plan, as well as prices and product availability may be amended at any time at the sole discretion of Jamberry and that you agree that any amendments will apply to you, regardless of whether or not you like the amendment. Your acceptance of any bonuses, overrides, or commissions after an amendment becomes effective shall constitute your acceptance of and agreement to the amendment(s). Any amendments will become effective immediately upon notice to you and other consultants. You will be deemed to have received notice if Jamberry sends you an email, posts any amendments to your workstation, or sends an internal message to you via the workstation.
15. The term of this Consultant Agreement is one (1) year and shall automatically renew for additional one-year periods (provided the Consultant is in good standing under this Agreement and the Policies and Procedures, and is current on all amounts owed to Jamberry) unless and until either you or Jamberry elects not to renew this Consultant Agreement by providing written notice to the other. If you notify Jamberry that you are terminating this Agreement, you will be terminated at the next billing cycle. If this Consultant Agreement is cancelled or terminated for any reason, you understand that you will permanently lose all rights as a Consultant. You shall not be eligible to sell Jamberry products nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination, or nonrenewal, you waive all rights you have, including but not limited to, any bonuses, commissions, or other remuneration derived through the sales and other activities of your former downline organization. Jamberry reserves the right to terminate all Consultant Agreements upon thirty (30) days' notice if Jamberry elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.
16. You understand that you may *not* assign this Consultant Agreement, your downline, or your team without the express written consent of Jamberry and any attempt to do so in violation of this agreement will be void and shall have no effect.
17. You agree that during the term of this Agreement and for a period of one year thereafter you shall not directly or indirectly, on your own behalf or on the behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any Consultant who was your sponsor, in your upline, who you personally sponsored, or who was on your team to terminate or alter her/his business relationship with Jamberry. You further agree that for one year following any termination or cancellation of this Agreement, you will not own or operate a multilevel social selling or direct sales nail accessory business.
18. You understand that all lists of customers, your personal team, or other Consultants are proprietary property of Jamberry and constitute a business trade secret. Jamberry may make these lists available to you for the express purpose of supporting you and your personal team to further develop your Jamberry business. You may use these lists only in connection with your Jamberry business and for no other purpose. You must keep the lists confidential and must not make the lists available to third parties or to use for any other commercial purpose. You agree that any wrongful disclosure of the lists or the information on the lists will cause immediate and irreparable damage to Jamberry and that Jamberry may pursue all legal remedies available against you if you violate this provision. This provision will survive the termination of your Consultant Agreement.
19. You understand that Jamberry may suspend or terminate this Agreement for any reason, including your failure to comply with the terms of the Agreements. Jamberry may, at its discretion, suspend or terminate

this Consultant Agreement or take other actions as set forth in the Policies and Procedures. Termination of any Consultant will be effective upon written notice from Jamberry to the Consultant. If you are Terminated by Jamberry, you are not eligible to re-apply to become a Consultant and you may only be re-activated with the express consent of the Home Office, as defined in the Policies and Procedures. If you are in breach, default, or violation of the Consultant Agreement at termination, you shall not be entitled to receive any further bonuses or commissions unless and until the breach, default or violation is cured to Jamberry's satisfaction, whether or not the sales for such bonuses or commissions have been completed.

20. Jamberry, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and you release Jamberry and its affiliates from, all claims for consequential and exemplary damages. You further agree to release Jamberry and its affiliates from all liability arising from or relating to the promotion or operation of your Jamberry business and any activities related to it (e.g., the presentation of Jamberry products or compensation plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Jamberry and its affiliates from any liability, damages, fines, penalties, or other expenses arising from any act or omission that you undertake in operating your business. Jamberry shall have the right to offset any amounts owed by you to Jamberry (including, without limitation, the repayment of commissions as a result of product returns) against the amount of any commissions or bonuses owed to you.
21. The Agreement constitutes the entire agreement between Jamberry and you. Any promises, representations, warranties, offers, or other communications that are not written in the Agreements are not valid or binding upon Jamberry or you and are of no force or effect.
22. If you breach any of the Agreements, such breach shall not be deemed to have been waived unless Jamberry waives the breach in writing. A waiver of a specific breach shall not act to waive any future breaches.
23. If any provision in any of the Agreements is held to be invalid, such provision will be reformed only to the extent necessary to be valid and binding and the remainder of the Agreements shall remain in effect.
24. The Agreements shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Utah, excluding conflicts of laws principles. All disputes and claims between you and Jamberry or arising out of the Agreements shall be settled totally and finally by arbitration in Salt Lake City, Utah, or such other location as Jamberry prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Jamberry from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Jamberry's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
25. The parties consent to the exclusive jurisdiction and venue of any state and federal court sitting in Salt Lake County, State of Utah for purposes of enforcing an arbitration award or any other matter not subject to arbitration.
26. Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against Jamberry with jurisdiction and venue as provided by Louisiana law.
27. If a Consultant wishes to bring an action against Jamberry for any act or omission relating to or arising from the Agreements, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Jamberry for such act or omission. Consultant waives all claims that any other statutes of limitations apply.
28. You grant your permission and consent for Jamberry to use your name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

29. You authorize Jamberry to send you e-mail messages, text messages, and/or notify you by phone or facsimile regarding its products, services, compensation, and offer other topics that Jamberry determines may be of interest or benefit to you. You agree that your receipt of such messages will not be deemed a violation of any state or federal regulations.
- 30.
31. A scanned and emailed or faxed copy of this Consultant Agreement shall be considered an original and shall be legal and binding.
32. All rights, powers and remedies given to Jamberry are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of Jamberry to exercise any power or right under this Agreement or to insist upon strict compliance by you with any obligation or provision shall constitute a waiver of Jamberry's right to demand exact compliance therewith. Waiver by Jamberry can be effective only in writing by an authorized officer of Jamberry.

**You have read the Consultant Agreement in its entirety, you understand the terms, and you agree that the terms are legally binding upon you when signed below.**

**Consultant Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Sponsor:** \_\_\_\_\_

\*Please scan and email the signed copy to [support@jamberrynails.com](mailto:support@jamberrynails.com)

**If you submit this Consultant Agreement electronically, you acknowledge and agree that in submitting this online, you have indicated your acceptance to the terms and conditions of the Consultant Agreement, Jamberry Policies and Procedures and Jamberry Compensation Plan by clicking an icon/button labeled "I accept" or "Submit" or such similar icons/buttons as may be designated in the process, and that this constitutes a legally binding electronic signature in respect of the Agreements.**