



CONSULTANT AGREEMENT

GENERAL TERMS AND CONDITIONS

between parties and does not constitute the Consultant an employee of the Company.

THE CONSULTANT AGREES:

1. To promote and sell Color Me Beautiful, Inc. (CMB) products by regularly conducting color, makeup and skin care workshops and individual consultations. And, if interested, to grow an organization sponsoring and developing new Consultants and helping them become the best beauty advisors they can be.
2. To maintain the highest standards of integrity, honesty and responsibility in dealings with the Company, clients and other Consultants. To present CMB products and career opportunities in a truthful and sincere manner and hold the Company harmless from damages resulting from any misrepresentations by me. To comply with all CMB policies and procedures set forth in its publications as modified and republished from time to time.
3. That, as a professional CMB Consultant, it is my responsibility to give each client instruction on product use and ongoing service to ensure satisfaction and to personally honor the CMB Product Satisfaction Guarantee upon request. I understand there is a complete satisfaction or money back guarantee on each CMB product sold by me to clients that I agree to abide by.
4. To only order and purchase CMB products directly from CMB at suggested retail price less the appropriate percentage and to respect lines of enrollment by never providing another Consultant CMB product at wholesale.
5. To protect the CMB trademarks and trade name by obtaining the Company's written permission prior to my use in any advertising, promotional literature other than Company-published materials and internet set ups.
6. To not open a new retail specialty store or kiosk, with the major objective to sell CMB products, without the written approval of CMB. I understand to open a specialty retail store or kiosk, I must successfully complete CMB's Specialty Retailing/Kiosk Program. However, as a Consultant, I may sponsor salons and boutiques (as well as individuals) to my organization.
7. This Agreement is not intended and shall not be construed to create a relationship of employer/employee, agency, partnership or joint venture between the Consultant, Sponsor or CMB. The Consultant will not be treated as an employee with respect to any service for federal, state or local and sales tax purposes. And, I must abide by all state, federal and local laws governing my business.
8. That the Company may release my name and telephone number in response to a client's request for a Consultant in my area. If this information is not to be released, I agree to notify the Company by written notice. I understand that CMB reserves the right to assure continued CMB service to my clients if I cease to be an active Consultant.
9. That CMB has developed a client mailing program to help me stay in contact with and provide extra service to my clients. In the event I become inactive with CMB, it is understood that the names of my clients may be either furnished to other active CMB Consultants or marketed to by the Company in order to ensure that these clients have the opportunity to continue to purchase CMB products.
10. That the Career Pack contains CMB makeup and/or skin care products plus marketing and collateral materials to launch my new business. The Career Pack and other products ordered will be shipped via UPS when full payment and my signed Consultant Agreement are received. The Career Pack may be returned to CMB within one (1) year of shipping if it is unused and in resaleable condition and the products are currently sold CMB products. (Individual products from the Career Pack may not be returned separately.) The Consultant must pay for shipping and will be refunded eighty-five percent (85%) of the original net cost less bonus products.

COLOR ME BEAUTIFUL, INC. ("COMPANY") AGREES:

1. To allow a discount on items listed on the Basic Product Consultant Order Form from suggested retail prices at percentages shown on such Basic Product Consultant Order Forms. This discount shall not apply to items such as sales aids, marketing brochures, color drapes, sample products, specially-priced products or sales promotion items.
2. To pay the Consultant a monthly commission on all purchases of Company products (excluding the Career Pack, sales aides, literature, samples) made by Consultants in their lineage, with commissions calculated and paid in accordance with the current Company-published Bonus Plan, so long as the Consultant is active and meets the Company's minimum monthly personal productivity qualifications.
3. That there are no geographical or territorial restrictions or limits on Consultants with respect to sales or sponsoring efforts within the United State of America unless the Consultant intends to establish a semi-permanent or permanent specialty, retail location, in which case, the Consultant must obtain approval from the Company.
4. That it does not reserve the right of direction or control with respect to business activities of Consultants, other than the right to question results and to terminate this Agreement if the Consultant violates any covenant contained in this Agreement.
5. To repurchase, upon Consultant's termination at eighty-five percent (85%) of Consultant's original net cost, current resaleable products which were purchased by Consultant from Company within one (1) year prior to return. Product must be shipped freight prepaid, accompanied by a "Request for Return" Form to the Company Headquarters. Company's cost of any prizes or product bonuses awarded to Consultant because the original purchase, and any indebtedness Consultant owes Company, will be deducted from the return amount. Consultant may not return free product for a refund.
6. There will be no direct sales from the Company to the Consultant's clients without a commission being paid to the Consultant, provided the Consultant maintains active status. Commissions may be deducted by the amount of any product returned by a client to CMB.
7. To reserve the right to alter, modify or change the terms and conditions of this Agreement including such items as discount, commission and shipping provisions at any time upon ten (10) days prior written notice of such changes to the Consultant.
8. Neither this Agreement nor any rights therein are assignable once the enrollment has been recorded at CMB.

THIS AGREEMENT IS NOT SUBJECT TO ALTERATION, MODIFICATION OR CHANGE, EXCEPT IN WRITING, SIGNED BY AUTHORIZED EXECUTIVES OF THE COMPANY.

THIS AGREEMENT IS SUBJECT TO ACCEPTANCE BY THE COMPANY AT ITS OFFICES THROUGH ISSUANCE OF A LETTER OF ACCEPTANCE. SUCH ACCEPTANCE IS CONDITIONED UPON PURCHASING A CAREER PACK AND BEING TRAINED.

THIS AGREEMENT IS CONSIDERED ENTERED INTO THE STATE OF VIRGINIA AND ANY DISPUTE WILL BE DETERMINED BY VIRGINIA LAW.

EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME WITH OR WITHOUT CAUSE UPON WRITTEN NOTICE TO THE OTHER PARTY.

Consultant's Initials _____

Today's Date _____

COLOR ME BEAUTIFUL

7000 Infantry Ridge Road suite 200 Manassas, Virginia 20109
 Phone (800) 635-0630 Fax (800) 262-5711

Consultant Agreement and IRS Form W-9

TODAY'S DATE:

READ AND COMPLETE BOTH SIDES OF THIS FORM. PRINT LEGIBLY AND DO NOT ABBREVIATE. USE BLACK INK.

NAME: (last, first, middle initial)		<input type="radio"/> BUSINESS NAME (if different from Name) or <input type="radio"/> CO-APPLICANT:	
<input type="text"/>		<input type="text"/>	
CHECK APPROPRIATE BOX:			
<input type="radio"/> Individual/Sole Proprietor <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Other ▶ <input type="radio"/> Exempt from Backup Withholding			
MAILING ADDRESS: (include street, city, state and zip code)			NOTE: CAN NOT SHIP TO POST OFFICE BOXES
<input type="text"/>			<input type="text"/>
EMAIL ADDRESS:		FAX NUMBER: (if applicable)	
<input type="text"/>		<input type="text"/>	
DAYTIME TELEPHONE NO:	EVENING TELEPHONE NO: (if different)	CELL PHONE NO: (if applicable)	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
SPONSORING CONSULTANT NAME: (last, first, middle initial)			SPONSORING CONSULTANT ID NO:
<input type="text"/>			<input type="text"/>
HAVE YOU EVER BEEN A CONSULTANT WITH CMB: (check one)		WHERE DID YOU HEAR ABOUT THIS OPPORTUNITY:	
<input type="radio"/> Yes <input type="radio"/> No		<input type="text"/>	
\$99 PRIMARY CAREER PACK: (choose one) \$139 CANADIAN			
<input type="radio"/> Beauti-Boutique -Color Me Beautiful, Adrien Arpel and Gale Hayman (\$610 value) <input type="radio"/> Beauty Noir - Flori Roberts, Interface and Patti LaBelle (\$610 value)			
SUPPLEMENTAL CAREER PACKS FOR ADDITIONAL TESTERS (ADDITIONAL COST)			
<input type="radio"/> Beauti-Boutique Supplement <small>(Call for pricing or go to http://inside.colorme.com. Resource Tools, Career Packs, Supplement)</small>		<input type="radio"/> Beauty Noir Supplement <small>(Call for pricing or go to http://inside.colorme.com. Resource Tools, Career Packs, Supplement)</small>	
SHIPPING – NON-REFUNDABLE (choose one)			
<input type="radio"/> UPS Ground – \$20.00 <input type="radio"/> UPS Ground – signature required – \$22.00 <input type="radio"/> Expedited or International (You'll be notified of amount before shipping)			
PAYMENT METHOD: (Choose one. Consultant Agreement may only be submitted with full payment.)			
<input type="radio"/> Cashier's Check <input type="radio"/> Money Order <input type="radio"/> Credit Card: (specify) <input type="radio"/> Visa <input type="radio"/> MasterCard <input type="radio"/> American Express <input type="radio"/> Discover			
CREDIT CARD NO:		EXP DATE:	SECURITY CODE:
<input type="text"/>		<input type="text"/>	<input type="text"/>
CREDIT CARD BILLING ADDRESS: (include street, city, state and zip code)			
<input type="text"/>			
CARDHOLDER NAME:	CARDHOLDER SIGNATURE:	RELATIONSHIP TO NEW CONSULTANT:	
<input type="text"/>	<input type="text"/>	<input type="radio"/> Self <input type="radio"/> Spouse <input type="radio"/> Parent <input type="radio"/> Sibling	
SHIPPING ADDRESS: (if different than mailing address – include street, city, state and zip code)			NOTE: CAN NOT SHIP TO POST OFFICE BOXES
<input type="text"/>			<input type="text"/>
TAXPAYER IDENTIFICATION (SSN, TIN OR EIN):			
For individuals, use your social security number (SSN) unless you have a Taxpayer Identification Number (TIN). Enter your SSN or TIN in the appropriate box. For other entities, provide your Employer Identification Number (EIN). Check out www.irs.gov for further information.			
SOCIAL SECURITY NBR (SSN) OR TAXPAYER ID NBR (TIN):		EMPLOYER ID NBR (EIN):	DATE OF BIRTH: (Must be over 18.)
<input type="text"/>		<input type="text"/>	<input type="text"/>
IRS W-9 CERTIFICATION AND COLOR ME BEAUTIFUL AGREEMENT:			
I certify that: <ul style="list-style-type: none"> • The SSN (or TIN or EIN) shown on this form is correct. • I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding. • I am a U.S. person (including a U.S. resident alien). • My signature below indicates I have read and accepted all terms, conditions and policies regarding privileges as outlined on this Agreement and acknowledge that I am purchasing a Color Me Beautiful Career Pack. 			
NEW CONSULTANT SIGNATURE: (Must be signed to complete application)			
<input type="text"/>			