

## INDEPENDENT SALES REPRESENTATIVE SERVICES AGREEMENT

THIS INDEPENDENT SALES REPRESENTATIVE SERVICES AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010 (the “**Effective Date**”), by and between Robert Craig Salon Products, Ltd. (“**Company**”), and \_\_\_\_\_, an individual (“**Representative**”). As used herein, Company and Representative shall sometimes be collectively referred to as the “**Parties.**” In consideration of Representative providing certain sales and marketing services to Company, Company’s promise to disclose to Representative certain of Company’s confidential and proprietary information, the compensation paid to Representative hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. **Services.**

Subject to the terms and conditions of this Agreement, Representative agrees to render sales and marketing services (the “**Services**”) to Company as requested by Company during the term of this Agreement. The Services shall include, but are not limited to, the following: sales of Company’s line of products (the “**Products**”), and service of customer accounts. Representative Services shall also include, but not be limited to, selling Company’s Products during in-home shows. Company shall establish a website linked with its own website ([www.robertcraig.com](http://www.robertcraig.com)) for Representative to sell Products. The Services required of Representative may be modified from time to time upon the execution of a mutually agreed upon written amendment identifying any such modifications.

### 2. **Compensation.**

2.1. Commissions. During the term of this Agreement, as compensation for Services rendered and other obligations undertaken by Representative hereunder, Company shall pay Representative a commission equal to thirty percent (30%) of all Paid Sales (as defined below) of Company’s Products sold directly by said Representative. Moreover, Representative shall have the right to recruit, train and develop other independent sales representatives to perform the same Services as set forth herein; all individuals directly recruited, trained and developed by Representative shall be deemed Representative’s immediate sales downline (“**First Downline**”). Moreover, those in Representative’s First Downline may also recruit, train and develop their own sales representatives to provide the same Services as identified herein; all such individuals shall be deemed Representative’s secondary sales downline (“**Secondary Downline**”). Representative shall be entitled to a commission of seven percent (7%) of all Paid Sales of Company’s Products made by Representative’s First Downline, and a commission of three percent (3%) of all Paid Sales made of Company’s Products by Representative’s Secondary Downline and all others in the same downline chain.

2.2. Minimum Sales Volume. The Parties acknowledge that Representative is being provided the Products for his/her personal use, at a discount price not available to the retail market. Representative agrees that, except for the first month after execution of this Agreement, Representative shall be required to maintain a minimum quota equal to Five Hundred Dollars (\$500.00) in retail sales of the Products for each quarter (the “**Minimum Sales Quota**”). If Representative falls below the Minimum Sales Quota, Representative shall be deemed to be “inactive” and shall no longer be entitled to receive the discounted price for the Products. In

order for a Representative to renew “active” status, Representative must contact the Company and receive authorization to go back onto “active” status.

2.3. Payment. The foregoing commission set forth above shall be Representative’s sole and exclusive compensation for rendering Services to Company. Representative’s compensation shall be paid on or before the last day of each applicable month. Representative’s commissions shall be based on Paid Sales. “***Paid Sales***” shall be defined as all sales for which Company has received payment from the customers; Company shall not be obligated to pay any commissions unless and until such time as the customers have paid on an invoice for products ordered. Representative’s monthly commissions shall be based on Paid Sales only, and shall be due and payable on or before the fifteenth (15<sup>th</sup>) day of the month following receipt of any payment by the customers.

### **3. Independent Representative.**

3.1 Relationship. It is the express intention of the Parties to this Agreement that Representative is an independent Representative and is not an employee, agent, joint venturer or partner of Company. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between Company and Representative. Representative acknowledges that nothing herein entitles Representative to any Company employment rights or benefits including, without limitation, retirement, profit sharing or medical insurance, and that Representative is not authorized to act on behalf of Company.

3.2 Taxes. Representative acknowledges and agrees that Representative is obligated to report as income all compensation received by Representative pursuant to this Agreement. Representative also acknowledges and agrees that Representative is solely responsible for all taxes, withholdings and other similar statutory obligations imposed on such compensation, including, but not limited to, self-employment tax, social security deductions and workers’ compensation insurance.

3.3 No Control. Company shall not dictate the work hours of Representative in Representative’s performance of the Services hereunder. The Parties hereby acknowledge and agree that Company shall have no right to control the manner, means or method by which Representative performs the Services. Rather, Company shall be entitled to direct Representative with respect to the elements of the Services and the results to be derived by Company, to inform Representative as to where and by when the Services shall be performed, and to review and assess the performance of the Services by Representative for the limited purpose of assuring that the Services have been performed and confirming that such results were satisfactory. Company shall be entitled to exercise broad power of supervision and control over the results of the work performed by Representative to ensure satisfactory performance, including but not limited to the right to inspect, the right to stop work, the right to make suggestions or recommendations as to the details of the work, and the right to prepare modifications to the work.

### **4. Representative’s Obligations.**

4.1 Performance Warranties. Representative represents and warrants to Company that: (a) Representative will perform the Services with due diligence in a professional and workmanlike manner and in full compliance with the highest professional standards of practice

in the industry; and (b) Representative will comply with all applicable laws and Company safety rules in the course of performing the Services as they relate to the Products.

4.2 No Conflicts. Representative certifies that Representative has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Representative from complying with the provisions of this Agreement. Company acknowledges that during the term of this Agreement, Representative may enter into other engagements with third parties, provided that such engagements will not interfere or conflict with Representative's performance of the Services for Company as provided herein. Moreover, notwithstanding anything contained herein, during the term of this Agreement, Representative will not undertake any services or enter into engagements with any individuals or entities who sell, manufacture, produce, or distribute any products or goods that compete, in any way, with the Products of the Company.

4.3 Consent. Representative hereby grants consent to Company to notify any future client or employer of Representative, or other third party that Company reasonably determines has a need to know, about Representative's rights and obligations under this Agreement.

4.4 Indemnification. Representative agrees to indemnify Company for, hold Company harmless from and defend Company against all demands, claims, suits, liabilities, damages, losses, penalties, awards, costs and expenses, including, without limitation, attorneys' fees and costs of suit, that arise directly or indirectly from acts or omissions of Representative or Representative's agents or employees, or from the breach of any term or condition of this Agreement attributable to Representative or Representative's agents or employees.

## **5. Confidentiality.**

5.1 Confidential Information. Representative understands that Company has disclosed or may disclose information that is confidential or proprietary in nature, whether explicitly designated as such or not, relating to Company's business, which to the extent previously, presently or subsequently obtained by Representative is hereinafter referred to as "**Confidential Information.**" Confidential Information may include, but is not limited to, the following: (a) trade secrets, inventions (whether patentable or not), discoveries and improvements; (b) concepts, know-how, ideas, techniques, processes, methodologies, testing procedures, design and functional specifications, analysis and performance information, user documentation, internal documentation and the features, mode of operation and other details of products and services; (c) algorithms, formulas, specifications, modules, scripts, data, databases, software design and architecture, computer programs, source code, object code and other computer code; (d) technical or other representations, documentation, diagrams, schematics and flow charts; (e) names and expertise of directors, officers, employees and consultants; (f) names of customers, suppliers and strategic partners; and (g) technical, business, financial, marketing, customer, supplier and product development plans, schedules, forecasts, strategies and materials.

5.2 Protection and Ownership. Representative agrees: (a) to hold Confidential Information in strict confidence and to take all reasonable precautions to protect the Confidential Information (including, without limitation, all precautions it employs with respect to its most confidential materials); (b) not to divulge any Confidential Information or any information derived therefrom to any third party, including, but not limited to, any affiliated entity (even if owned or controlled by Representative); (c) to only use Confidential Information in his/her performance of the obligations under this Agreement; (d) not to alter or delete any proprietary

legends or markings on any Confidential Information; (e) not to copy any Confidential Information without first obtaining Company's written consent; and (f) not to decompile, disassemble, reverse engineer or otherwise attempt to derive the composition or underlying information, structure or ideas of any Confidential Information provided in object code form. Representative agrees not to circulate Confidential Information within its organization except to those employees or agents of Representative who have a legitimate "need to know" such Confidential Information and who are obligated by appropriate written agreements to keep such Confidential Information confidential in a manner no less restrictive than set forth in this Agreement. Representative acknowledges and agrees that it is responsible and liable for such person's compliance with such confidentiality obligations. Representative understands and agrees that all Confidential Information shall remain the sole property of Company including, without limitation, all Proprietary Rights (defined below) therein and thereto, and Representative hereby assigns to Company any ownership rights Representative may acquire in the Confidential Information.

5.3 Exceptions. The provisions of this Section 5 shall not apply with respect to any information Representative can prove (a) was rightfully in Representative's possession as a matter of record or known by it without restriction prior to disclosure by Company, (b) is independently developed by those of Representative's personnel who did not have access to the Confidential Information as a matter of record, (c) is rightfully obtained from a third party who is not prohibited from transmitting the information to Representative by a contractual, legal or fiduciary obligation to Company, or (d) is or (through no improper action or inaction by Representative or any employee or agent of Representative) becomes generally available to the public without license or other restrictions; *provided, however*, that should any information come within any circumstance listed in this sentence, this sentence does not authorize Representative to infringe any Proprietary Rights (defined below) of Company. Notwithstanding the foregoing, all Work Product (defined below) shall be deemed Confidential Information disclosed by Company to Representative and exceptions (a) and (b) in the preceding sentence will not be applicable thereto. Representative may make disclosures of Confidential Information required by court order, provided Representative promptly notifies Company of the disclosure requirement and cooperates with Company's efforts to resist or narrow the disclosure and to obtain an order or other reliable assurance that confidential treatment will be afforded such Confidential Information.

5.4 No Third Party Confidential Information. Representative agrees that during the term of this Agreement Representative will not: (a) improperly use or disclose to Company any proprietary information or trade secrets of any former or current Representative client or other person, organization or entity with which Representative has an agreement or duty to keep in confidence information acquired by Representative; or (b) bring onto the premises of Company any unpublished document or proprietary information belonging to any such client, person, organization or entity without such client's, person's, organization's or entity's prior written consent thereto.

5.5 Obligations to Third Parties. Representative recognizes that Company has received and in the future will receive from third parties confidential or proprietary information subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Representative agrees that during and after the term of this Agreement Representative owes Company and such third parties a duty to hold all such third-party confidential or proprietary information in the strictest confidence and not to disclose

it to any person, organization or entity or use it except as necessary in carrying out the Services for Company, consistent with Company's agreement with such third parties.

5.6 Return of Confidential Information. Immediately upon the termination of this Agreement or upon Company's earlier request Representative will: (a) deliver to Company all of Company's property (including property owned by third parties that has been entrusted to Company) and all Confidential Information that Representative may have in Representative's possession or control and erase and remove the originals and all copies of all Confidential Information from any computer equipment and/or media in Representative's possession or control; and (b) provide Company with written certification of its full compliance with this Section 5.6.

## **6. Proprietary Rights.**

6.1 Ownership. Representative agrees that, as between Representative and Company, all financial plans and information, copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, made or reduced to practice by Representative, solely or in collaboration with others, during the term of this Agreement in connection with the Services or that relate to any Confidential Information (collectively, "**Work Product**") is the sole property of Company. Any Work Product comprising an original work of authorship created by Representative (solely, or jointly with others) while performing the Services is a "work made for hire" to the extent allowed under the United States Copyright Act (17 U.S.C. § 101). Representative further agrees to assign (or cause to be assigned) and does hereby irrevocably assign fully to Company all rights, title and interest in and to all Work Product, including, without limitation, any copyrights, patents rights, trade secret rights or other intellectual property or proprietary rights relating thereto of any sort throughout the world ("**Proprietary Rights**"). If any Work Product cannot be assigned, Representative hereby grants to Company an exclusive, assignable, irrevocable, perpetual, worldwide, sublicenseable (through one or multiple tiers), royalty-free, unlimited license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display, digitally perform and display, make, have made, sell, offer for sale and import such Work Product in any media now known or hereafter known. Outside the scope of the Services, Representative agrees not to: (a) modify, adapt, alter, translate, or create derivative works from any Work Product; or (b) merge any Work Product with other inventions or works of authorship.

6.2 Further Assurances. During and after the term of this Agreement, Representative agrees to perform all acts deemed necessary or desirable by Company to permit and assist Company in evidencing, perfecting, obtaining, maintaining, defending and enforcing Company's rights in the Work Product and any and all Proprietary Rights. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. If Company is unable for any reason whatsoever to secure Representative's signature to any such document (including, but not limited to renewals, extensions, continuations, divisions or continuations in part), Representative hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Representative's agents and attorneys-in-fact to act for and on behalf and instead of Representative, solely to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Representative.

6.3 Technical Elements. Company acknowledges that the Work Product may include works of authorship, inventions, technology, code, tools, models, utilities, methodologies,

programs, systems, analysis frameworks, know-how, processes, leading or best practices and specifications owned or licensed by Representative prior to or developed independently from the Services provided to Company (collectively, “**Technical Elements**”) and agrees that Representative shall retain all rights, title and interest in all such Technical Elements, including, without limitation, all Proprietary Rights. Accordingly, Representative hereby grants to Company an assignable, irrevocable, perpetual, worldwide, sublicenseable (through one or multiple tiers), royalty-free, unlimited license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display, digitally perform and display, make, have made, sell, offer for sale and import such Technical Elements as necessary or desirable for Company to fully exercise or exploit its ownership of the Work Product and assigned rights.

## **7. Term and Termination.**

7.1 Term. This term of this Agreement will commence on the Effective Date and will continue for a period of One (1) Year or termination as provided in Section 7.2. Upon termination of this Agreement, this Agreement may be renewed upon written agreement between Company and Representative.

7.2 Termination. Either party may terminate this Agreement at any time and for any reason upon providing 30 days’ written notice to the other party; *provided, however*, that Company may terminate this Agreement immediately in the event Representative attempts to assign any of its rights, duties or obligations under this Agreement to any third party without obtaining Company’s prior written consent to such assignment or breaches its obligations under Sections 5 and 6.

## **8. General Provisions.**

8.1 Assignment. Representative may not assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of Company. Company may, in its sole discretion, assign any or all of its rights, duties and obligations under this Agreement to any person or entity, in whole or in part, by operation of law or otherwise. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

8.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Michigan. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts having within their jurisdiction St. Clair County, Michigan, and agree to waive all objections to personal jurisdiction, venue and *forum non conveniens*.

8.3 Amendment and Waiver. No amendment, change, waiver or discharge of this Agreement shall be valid unless in writing and signed by both Parties. Any waiver or consent by either party to any variation from any provision of this Agreement shall be valid only in the specific instance in which it is given, and no such waiver or consent shall be construed as a waiver of any other provision of this Agreement or with respect to any similar instance or circumstance.

8.4 Savings Clause. In the event any provision of this Agreement, or the application thereof, becomes or is declared by a tribunal of competent jurisdiction to be illegal, void or unenforceable, that provision shall be limited or eliminated, and the remainder of this Agreement

will continue in full force and effect. The Parties further agree that such tribunal shall replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision, consistent with the Parties' intent as expressed in this Agreement.

8.5 Entire Agreement. This Agreement and the Exhibits attached hereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. This Agreement may be executed by facsimile signature and in two or more counterparts, all of which taken together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement or have caused this Agreement to be executed on their behalf, as of the Effective Date.

**ROBERT CRAIG SALON  
PRODUCTS, LTD.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_

Please print out document and fill out first and last page. Fax only the 2 filled out pages to:

Robert Craig Salon Products, Ltd

810-327-6233 Fax

800-917-2566 Questions