

Terms and Conditions

1. I understand that as a Spa-Nique, LLC ("Spa-Nique" or the Company") Independent Distributor:

- a. I have the right to offer for sale Spa-Nique products and services in accordance with these Terms and Conditions.
- b. I have the right to enroll persons in Spa-Nique.
- c. I will train and motivate the Comprehensive Spa Consultants in my downline marketing organization.
- d. I will comply with all federal, state, county and municipal laws, ordinances, rules and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by federal, state, county or municipal law, ordinance and rule or regulation.
- e. I will perform my obligations as a Comprehensive Spa Consultant with honesty and integrity.
- f. I will only use the sales contracts and order forms which are provided by Spa-Nique for the sale of its goods and services.

2. I agree to present the Spa-Nique Marketing and Compensation Plan and Spa-Nique products and services as set forth in the official Spa-Nique literature.

3. I agree that as a Spa-Nique Comprehensive Spa Consultant I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Spa-Nique. I am 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 Spa-Nique. I understand that I shall control the manner and means by which I operate my Spa-Nique business, subject to my compliance with these Terms and Conditions, the Spa-Nique Policies and Procedures, the Spa-Nique Code of Conduct, and the Spa-Nique Marketing and Compensation Plan (all of which collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging and secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF SPA-NIQUE FOR FEDERAL OR STATE TAX PURPOSES.** Spa-Nique is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between Spa-Nique, LLC and all appropriate taxing jurisdictions, and all related rules and procedures.

4. I have carefully read and agree to comply with the Spa-Nique Policies and Procedures, the Spa-Nique Code of Conduct, and the Spa-Nique Marketing and Compensation Plan, all of which are incorporated into and made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from Spa-Nique. I understand that these Terms and Conditions, the Spa-Nique Policies and Procedures, the Spa-Nique Code of Conduct, or the Spa-Nique Marketing and Compensation Plan may be amended at the sole discretion of Spa-Nique, and I agree that any such amendment will apply to me. Notification of amendments shall be published in the official Spa-Nique materials. Continuation of my Spa-Nique business or my acceptance of bonuses or commissions shall constitute my acceptance to any and all amendment.

5. You may cancel this Agreement at any time by sending a written notice to the Company, along with your Comprehensive Spa Consultant I.D. Number. Submit your cancellation notice to: Spa-Nique, LLC, 2494 Richard Road, Wexford, PA 15090. Unless you cancel, or this Agreement is terminated for other cause, the term of this Agreement is for one year. If you fail to annually renew your Spa-Nique business, or if it is cancelled or terminated for any reason, you will permanently lose all rights as a Comprehensive Spa Consultant. You shall not be eligible to sell Comprehensive Spa Consultant products or services nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former downline sales organization. Spa-Nique expressly reserves the right to terminate all Comprehensive Spa Consultant Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products and services via direct selling. In the event of cancellation, termination or nonrenewal, you agree to waive all rights to have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and/or other activities of your former downline organization.

6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Spa-Nique. Any attempt to transfer or assign this Agreement without the express written consent of Spa-Nique renders this Agreement voidable at the option of Spa-Nique and may result in termination of my business rights.

7. I understand that if I fail to comply with the terms of this Agreement, Spa-Nique may, at its discretion impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

8. Spa-Nique, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable to me for, and I release Spa-Nique and its affiliates from, and waive all claims of consequential and exemplary damages for any claim that arises from or relates to the Agreement. I further release Spa-Nique and its affiliates from all liability arising from or relating to the promotion or operation of my Spa-Nique business and any activities related to it (e.g., the presentation or performance of Spa-Nique products or services or Marketing and Compensation Plan, the operation of motor vehicle, the lease of meeting or training facilities, etc.)

9. This Agreement, in its current form and as amended by Spa-Nique at its sole discretion, constitutes the entire contract between Spa-Nique and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent that any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this Comprehensive Spa Consultant Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

10. Any waiver by Spa-Nique of any breach of this Agreement must be in writing and signed by an authorized officer of Spa-Nique. Waiver by Spa-Nique of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles in conflict of laws, unless the laws of the state in which I reside expressly require the application of law of its to this transaction (in which case such state law shall govern). All disputes and claims relating to Spa-Nique, the Comprehensive Spa Consultant Agreement, the Spa-Nique Compensation Plan or its products and services, the rights and obligations of an independent Comprehensive Spa Consultant and Spa-Nique, or any other claims or causes of action relating to the performance of either an independent Comprehensive Spa Consultant or Spa-Nique under the Agreement or the Spa-Nique Policies and Procedures shall be settled totally and finally by arbitration as specified in the Company's Policies and Procedures.

13. The parties consent to the jurisdiction and venue before any federal or state court in Allegheny County, Commonwealth of Pennsylvania for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. See the policies and procedures for additional terms.

14. If a Comprehensive Spa Consultant wishes to bring an action against Spa-Nique for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within one year shall bar all claims against Spa-Nique for such action or omission. Comprehensive Spa Consultant waives all claims that any other statutes of limitations applies.

15. I authorize Spa-Nique to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

16. SPA-NIQUE, LLC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPA-NIQUE, LLC SHALL NOT BE RESPONSIBLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, ECONOMIC, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY, ARISING FROM OR RELATING TO LOSS OF CUSTOMER'S DATA OR ANY OTHER COMPUTER SYSTEM FAILURE OR PROBLEM.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without penalty or obligation, within THREE BUSINESS DAYS from the above date (five days for Alaska residents).

If you cancel, any property traded in, any payments made by you under this contract for sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of goods delivered at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a facsimile or email to Spa-Nique, 2494 Richard Road, Wexford, PA 15090 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

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I HEREBY CANCEL THIS TRANSACTION

BUYER'S SIGNATURE _____ **DATE** _____