

Independent Consultant Agreement  
Terms and Conditions and Policies & Procedures

THE CONSULTANT AGREES:

1. I shall arrange for the demonstration and promotion of The Well Versed Wall, Tatouage Products, and partnering products (Products), through a party plan system or a direct sales approach to a customer providing it meets ethical standards of North of Ordinary LLC D/B/A Tatouage Products (Company) and the Policies and Procedures attached hereto and made a part of this Agreement as modified from time to time.

Initial: \_\_\_\_\_

2. I am responsible for collecting the payment for the products sold in accordance with the Policies and Procedures after entering the orders.

Initial: \_\_\_\_\_

3. That all orders are subject to acceptance by the Company at its place of business.

Initial: \_\_\_\_\_

4. I am to purchase a Starter Kit (various kit options are available) that includes samples of products, sales catalogs, business and sales supplies for the Products, shipping and handling are not being charged for the Starter Kit. No commissions are due to me for the purchase of the Starter Kit or any refills or replacements of anything in the kit.

Initial: \_\_\_\_\_

5. I am an independent contractor and seller of the products, and that I am not an employee, agent, manager, partner, legal representative, sales representative, joint venture, or franchisee of the Company. 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 the Company. I will control the manner and means by which I operate my Selling Events, subject to compliance with the terms of this Agreement. I will be solely responsible for paying all expenses incurred by me, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, property damage and liability insurance including but not limited to business auto insurance, which I must have, and any other insurance that I desire and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF THE COMPANY FOR FEDERAL OR STATE TAX PURPOSES. The Company is not responsible for withholding, and shall not withhold or deduct from my commissions amounts, if any, FICA or taxes of any kind, unless such withholding becomes legally required.

Initial: \_\_\_\_\_

6. My rights and obligations in this Agreement cannot be transferred or assigned.

Initial: \_\_\_\_\_

7. To indemnify and hold the Company, its employees and agents harmless from damages resulting from actions or inactions by me or my failure to abide by the terms of this Agreement.

Initial: \_\_\_\_\_

8. 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 commissions from the Company.

Initial: \_\_\_\_\_

9. That the Policies and Procedures may be amended from time to time, and that any such amendment shall apply to me, and that the continuation of my independent consultancy or my acceptance of commissions shall constitute my acceptance of any and all amendments.

Initial: \_\_\_\_\_

10. That if I fail to comply with the terms of this Agreement, the Company may, at its discretion, terminate this Agreement. If I am in breach, default, or violation of this Agreement at termination.

Initial: \_\_\_\_\_

11. This Agreement constitutes the full agreement between me and the Company and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and issued by the Company. If there is any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall control.

Initial: \_\_\_\_\_

12. MEDIATION; ARBITRATION: Any controversy or claim, whether based on contract, tort, strict liability, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") will be resolved solely in accordance with the terms of this section. If the Dispute cannot be settled by good faith negotiation between the parties, the parties will submit the Dispute to non-binding mediation in Broward County, State of Florida. If complete agreement cannot be reached within 30 days after submission to mediation, any remaining issues will be resolved by binding arbitration under the then current applicable rules and supervision of the American Arbitration Association (AAA). Each party will (i) bear its own attorney fees associated with the mediation and, if necessary, the arbitration, and (ii) pay all other costs and expenses of the mediation/arbitration as the rules of AAA.

Initial: \_\_\_\_\_

13. CONSULTANT AGREES:

That the Company may use my name and likeness in publications, materials, and other promotional efforts that promote the products.

Initial: \_\_\_\_\_

14. BUSINESS TAXES AND LICENSES:

I understand that it is my responsibility as a Consultant to comply with all federal, state, and local income taxes, self employment taxes, business licenses, and all other related taxes and licenses in operating my business. As a business owner, I am responsible for filing all required tax returns and information reporting with federal, state, and local tax authorities (except sales tax), including IRS Form 1099 for payments made to others. (Please see Policies and Procedures for details.)

Initial: \_\_\_\_\_

I acknowledge that I have read, understand, and agree to the terms set forth in this Independent Consultant Agreement. I am 18 years of age or older, I am a citizen or permanent resident of the United States, and I have a valid Social Security number.

Please print the following information carefully.

Name \_\_\_\_\_

Home Phone # (     ) \_\_\_\_\_

Street Address \_\_\_\_\_

Work Phone # (     ) \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code +4 \_\_\_\_\_

County \_\_\_\_\_ Do you live within city limits? Yes/No

My birth month and day \_\_\_\_ / \_\_\_\_

Social Security Number (required): \_\_\_\_\_

E-mail: \_\_\_\_\_

**POLICIES, PAYMENT AND PROCEDURES**

- 1) CONSULTANTS are not employees of North of Ordinary LLC, D/B/A Tatouage Products/The Well Versed Wall, and if applicable, will be given a W-9 tax form at the end of each year.
- 2) The CONSULTANT'S primary objective is to sell The Well Versed Wall or Tatouage Products brands to others in way of home parties, or any other direct sales methods.
- 3) North of Ordinary does not reimburse CONSULTANTS for expenses.
- 4) CONSULTANTS are encouraged to self generate business for themselves, however, if at any time they decide they do not want to continue being a representative of our products, they may simply notify North of Ordinary LLC of their decision in writing.

Upon receipt of the CONSULTANT'S signed Agreement, Policies and Procedures, Direct Deposit and W-9, Tatouage Independent CONSULTANT will:

- 1) Receive a discount of 35% off all current Tatouage transfers, The Well Versed Wall Products and other products offered on Tatouagedesigns.com prices (shipping not included, shipping will be charged at normal cost, taxes not included).
  - a) Explanation: In lieu of commission CONSULTANTS can purchase all product at the discount outlined above. They can offer their customers discounts from 0 to 35% and they would get the full discount at the time of purchase if they were paying with their own credit card, or if they are using their customers credit card information, they would enter the percentage of the discount they extended to the customer and receive a deposit or check from Tatouage for the difference.
  - b) Training and further explanation will be provided by your trainer.
- 2) CONSULTANTS that do not maintain \$150.00 in sales per quarter (after shipping, taxes and discounts) will maintain their status as a consultant; however, the discount will be reduced to 25% (on all product lines) until they reach \$150.00 in sales again. They will not have to wait the quarter to raise their discount/commission.

- 3) Receive monthly checks
- 4) Hostess Rewards

**Host Rewards Table**

| Party Sales |            | Host Rewards |
|-------------|------------|--------------|
| \$1,500.00  | And Up     | \$230.00     |
| \$1,250.00  | \$1,499.99 | \$200.00     |
| \$1,000.00  | \$1,249.99 | \$150.00     |
| \$850.00    | \$999.99   | \$120.00     |
| \$700.00    | \$849.99   | \$100.00     |
| \$550.00    | \$699.99   | \$80.00      |
| \$400.00    | \$549.99   | \$60.00      |
| \$250.00    | \$399.99   | \$40.00      |
| \$150.00    | \$249.99   | \$20.00      |

- a) Gift certificate is based on the party total sales.
  1. See table to the right:
- 5) Receive a \$25 bonus for each New Consultant that they sponsor and that will be added to their down-line
- 6) Receive a 5% commission on the sales of their personal downline.
- 7) Receive full commission/credit from sales placed via their URL/Website forward.
- 8) Receive a personal webpage The Company provides an opportunity to have your own personalized website which you can personalize with information about you, including contact information and a photo gallery where you may display pictures. See website restrictions below:
  - a) Internet advertising restrictions.
    - i) Absolutely no auctions! You cannot sell via EBay, Amazon or other online auctions.
    - ii) No paid keyword advertising can be purchased and directed to your website.
    - iii) If you choose not to use the company provided website you must have it approved by the home office before it is published.
      - (1) Use of the name Tatouage is not permitted in the domain
      - (2) If you sell other products all Tatouage advertising must be to a specific Tatouage landing page. You may not use the "Tatouage" name to leverage other brands.
      - (3) You must have a link to your URL/Click and a personal shopping cart is not permitted. If you choose to have a shopping cart you must sign up as a wholesaler and this contract is void.
      - (4) If you use images from the Tatouage home office and your contract is terminated, you must remove all images given to you by the home office immediately.
    - iv) You may not use pricing and discount codes on any pages of your website, you may email your customers directly with specials and discount codes, however, public advertising of specific sales or discount codes is not permitted.
    - v) If for any reason your status as a consultant is terminated your domain web page will be deactivated as well.
- 9) Receive a discount code to distribute to customers for future purchases using their URL/Website. Discount codes can be requested via the online system.
- 10) CONSULTANTS will receive exclusive products for hostess and guests only available to consultants and not for sale through the regular website.
- 11) Have the opportunity to participate in monthly incentives (may vary from month to month)
  - a) Cash Awards
  - b) Jewelry
  - c) Trips
  - d) Electronics
  - e) Gift Cards.
- 12) Resources to help you succeed
  - a) Party leads
  - b) Recruit leads

- c) Training seminars
- d) And more!
- 13) CONSULTANT may give discount codes to others to use on the Tatouagedesigns.com website or phone orders.
- 14) CONSULTANTS will be paid their commission/balance of discounts and sent out via the US Postal Service or direct deposit on the tenth day of each month
- 15) CONSULTANTS are required to have a computer or access to a computer with internet capability.
- 16) CONSULTANTS are required to input the sales including credit card information into the North of Ordinary/Tatouagedesigns.com system.
- 17) A North of Ordinary representative will be appointed to each new consultant for guidance in getting their business started.
- 18) CONSULTANTS are not required to deliver product. North of Ordinary will send out all products directly to the customer from the fulfillment center in Florida or Pennsylvania after payment is received.
- 19) CONSULTANTS are required to handle themselves in a professional manner at all times. If Tatouage receives complaints regarding a consultant, the issue will go under review. If management feels the CONSULTANT was not behaving in a professional manner; Tatouage Products may choose to terminate its relationship with the CONSULTANT. Once the relationship is terminated, no refunds will be given for the Starter Kit.
- 20) Reproduction of the Tatouage/Well Versed Wall name, logo or any of the Company's copy and/or photographs may be used by the CONSULTANT as long as they are in good standing with the company. CONSULTANTS are only allowed to use the name, logo and photos when referring to the Tatouage/The Well Versed Wall product. Tatouage & The Well Versed Wall are written trademarks owned by the company and violation of the use of either name to refer to another product other than a product sold by the Company or created by the Company will result in termination of the agreement and when deemed necessary will be prosecuted to the furthest extent of the law.
- 21) Carolyn Yovan's name, likeness or any other reference MAY NOT be reproduced either via the internet or in printed materials. Failure to comply will result in violation of Independent Consultant Agreement and North of Ordinary will take appropriate actions including termination of agreement.

\_\_\_\_\_  
Independent Consultant Signature

\_\_\_\_\_  
Dianna Swanson  
North of Ordinary LLC D/B/A Tatouage Products

\_\_\_\_\_  
Print name of Consultant

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

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

(If you are signing up under another consultant please indicate that below.)

Sponsors Name: \_\_\_\_\_

Sponsor's Phone: \_\_\_\_\_