

## Lemongrass Spa Products, LLC Consultant Agreement

Enroll online at [www.LemongrassSpa.com](http://www.LemongrassSpa.com) or your Lemongrass Consultant's replicated website

(please print clearly)		
*Consultant Name:		
*Address:		
*City: (include area code)	State: (include area code)	Zip/Postal Code: (include area code)
*Phone (h)	*(c)	(w)
*E-mail:		
(1099 tax purposes)		
*Social Security Number:	*Sponsor's Name	
*Date of Birth		

### **TERMS AND CONDITIONS**

- 1.) **Entire Agreement.** This Lemongrass Spa Products Consultant Agreement is subject to acceptance by Lemongrass Spa Products, LLC ("Lemongrass Spa Products" or "Company"). Upon acceptance by Lemongrass Spa Products, this agreement, together with the Lemongrass Spa Products Policies and Procedures (the "Policies and Procedures" and the Lemongrass Spa Products Compensation Plan (the "Compensation Plan"), which are incorporated by reference, shall constitute the entire agreement (the "Agreement") between Lemongrass Spa Products and the above-named Lemongrass Independent Consultant ("Consultant" or "you").  
The Independent Consultant Agreement supersedes all previous, contemporaneous, inconsistent agreements, negotiations, representations, and promises between the parties, written or oral, regarding the subject matter of the agreement. There are no oral or written collateral representations, agreements or understandings except as specifically set forth in the Independent Consultant Agreement.
- 2.) **Amendments.** Lemongrass Spa Products reserves the right to amend this Agreement (including the Policies and Procedures and Compensation Plan) and Consultant agrees to be bound by all such amendments. Amendments to this Agreement shall be effective thirty (30) days after publication of notice that the Agreement has been amended or modified. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Lemongrass Spa Products'/Independent Consultant's virtual office; (2) Lemongrass Spa Products email; or (3) Lemongrass Spa Product's Consultant Community Facebook group. Amendments to this Agreement shall not apply retroactively to conduct or activities that occurred prior to the effective date of the amendment. Upon the effective date, amendments shall be binding and a Consultant's continued performance of the Agreement or a Consultant's acceptance of any benefits, commissions or bonuses under the Agreement shall constitute Consultant's acceptance of such amendments.
- 3.) **Independent Contractor Status.** It is expressly understood that upon executing this Agreement Consultant shall at all times be an independent contractor who is responsible for her or his own business activities with sole control over the manner and means of her or his performance under this Agreement. Consultant is solely responsible for setting her or his work hours and for paying

expenses incurred by Consultant in the operation of her or his business. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE NOT AN EMPLOYEE OR AGENT OF LEMONGRASS SPA PRODUCTS, LLC AND YOU WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES. You acknowledge that Lemongrass Spa Products is not responsible for income withholding and that it will not withhold or deduct any tax from your commissions or bonuses, if any.

- 4.) **Capacity.** I have full legal capacity to enter into this Agreement in the state in which I reside. I agree to comply with all laws, rules and regulations governing the conduct of my business.
- 5.) **Starter Kit.** You agree to purchase a non-commissionable Spa Party Success Kit (\$129) or Sheer Minerals Makeup Success Kit (\$129). The purchase of one of these Starter Kits is the only purchase required to conduct business as a Lemongrass Spa Products Consultant. A Consultant who has paid for a Starter Kit and elects to terminate this Agreement may return the Starter Kit for a refund provided that (i) the Starter Kit is in its original packaging, undamaged and resalable, and (ii) returned to Lemongrass Spa Products within twenty (20) days from the date of termination. If a terminating Consultant has purchased products, Lemongrass Spa Products will issue a refund or credit for any products purchased by the terminating Consultant provided that: (i) the products are unopened and returned to Lemongrass Spa Products within twenty (20) days from the date of termination; (ii) the Consultant provides proof that she or he purchased the products from Lemongrass; (iii) the products were purchased within 12 months preceding the date of termination, and (iv) the products are undamaged and are current and resalable (12 month requirement not applicable to residents of Maryland, Wyoming, Massachusetts and Puerto Rico). Refunds are also subject to a ten percent (10%) handling fee. Shipping costs are not refundable. "Current and resalable" means any product being offered for sale by Lemongrass on the date it sends or receives notice of the Consultant's termination and that is in current packaging and has ample shelf life remaining. A Starter Kit is "resalable" if the complete contents of the kit are returned in the original packaging.
- 6.) **Detrimental Conduct Prohibited.** As a Lemongrass Consultant, you agree to avoid conducting business in a manner that is detrimental to Lemongrass Spa Products or other Lemongrass Consultants. "Detrimental conduct" is conduct that is damaging, harmful or injurious to Lemongrass Spa Products or another Lemongrass Consultant.
- 7.) **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, Consultant shall not directly or indirectly, on their behalf or on the behalf of any other person or entity, call upon or solicit or attempt to call upon or solicit any Lemongrass Consultant to terminate or alter his or her business relationship with Lemongrass Spa Products. "Solicit" as used in this paragraph shall include recruiting or sharing information about another direct sales or network marketing business opportunity with any Lemongrass Consultants or customers.
- 8.) **Non-Disparagement.** Consultant agrees to refrain from making disparaging, untrue or misleading comments about Lemongrass Spa Products, its owners and employees, other Lemongrass Consultants or the Lemongrass Spa Products Compensation Plan. Lemongrass Spa Products agrees to refrain from making disparaging, untrue or misleading comments about Consultant.
- 9.) **Ownership and Use of Confidential Information.** You acknowledge that Lemongrass Spa Products owns all product, Lemongrass Consultant and Lemongrass customer information and data that may be provided to you, including but not limited to Consultant and customer contact and profile data, Consultant downline reports, and any and all Lemongrass Spa Products marketing materials (collectively, "**Confidential Information**"). You agree that you will not use or disclose Confidential Information to any person except as expressly permitted by this Agreement and will take all reasonable precautions to prevent any unauthorized dissemination of Confidential Information, both

during and after the term of this Agreement. Upon written request by Lemongrass Spa Products, you agree to return to Lemongrass Spa Products all Confidential Information in your possession, including all copies. This obligation to protect and not disclose Confidential Information shall survive any cancellation or termination of the Independent Consultant Agreement and be effective and binding upon any former Independent Consultant for a period of two (2) years following termination of the Independent Consultant Agreement

- 10.) **Medical Claims and Product Testimonials.** No Consultant may make any claim that Lemongrass Spa Products are useful in the treatment, prevention, diagnosis or cure of any disease. **Medical claims regarding Lemongrass Spa Products are strictly prohibited** per the FTC (Federal Trade Commission).
- 11.) **Income Disclaimer.** LEMONGRASS SPA PRODUCTS MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE INCOME, IF ANY, THAT YOU MAY EARN AS A LEMONGRASS CONSULTANT. THE SUCCESS OR FAILURE OF EACH CONSULTANT, LIKE ANY OTHER BUSINESS, DEPENDS UPON EACH CONSULTANT'S OWN SKILLS AND PERSONAL EFFORT.
- 12.) **Websites and Electronic Communication.** Lemongrass Spa Products' website, [www.lemongrassspa.com](http://www.lemongrassspa.com) or replicated websites, [www.ourlemongrassspa.com/ID](http://www.ourlemongrassspa.com/ID), is viewed as a tool for previous customers to re-order products or the Internet user who happens upon the site in order to find out more information about Lemongrass Spa Products and the products and services it offers. Because of this philosophy, Lemongrass Spa Products strictly monitors individualized Consultant websites that are not replicating websites offered by Lemongrass Spa Products whose primary purpose is to promote their Lemongrass Spa Products business. This is to maintain continuity with respect to branding, logos and product information contained on the [www.lemongrassspa.com](http://www.lemongrassspa.com) corporate website. Consultants who operate an independent website agree to make changes to the appearance and content of such sites if requested to do so by Lemongrass Spa Products.
- 13.) **Linking Policy.** Lemongrass Spa Products allows linking *from* external, third-party web sites to [www.lemongrassspa.com](http://www.lemongrassspa.com) or [www.ourlemongrassspa.com/ID](http://www.ourlemongrassspa.com/ID). Linking is subject to approval from the Lemongrass Home Office. Approval will be based upon appropriate content from the linking site and appropriate content is judged solely in the discretion of Lemongrass Spa Products
- 14.) **Anti-Spamming Policy.** Lemongrass Spa Products strictly forbids the sending of unsolicited bulk e-mail. "Bulk e-mail" is defined as sending ten (10) or more messages similar in nature to any persons, entities, newsgroups, forums, e-mail lists or other groups or lists unless prior authorization has been obtained from the e-mail recipient, which explicitly permits you to send mass e-mail communications to them unless a business or personal relationship has already been established with the e-mail recipient. If a recipient asks to be removed from your mailing list, you must comply immediately with their request. If they initially granted you authorization to send e-mails to them and later change their mind, you must also comply with this request immediately. A subscription to the IMN e-newsletter email system complies with this policy. If a customer asks to be removed from your subscriber list, you must do so or ask them to click 'unsubscribe'.
- 15.) **Telephone/Fax/Computer Solicitation.** Telemarketing (cold-calling), broadcast faxing, data miners or the use of auto-dialers for the purpose of recruiting Consultants or to solicit sales is prohibited. Tagging multiple people on Facebook or private messaging large numbers of individuals the same message for the purpose of recruiting or to solicit sales is also prohibited.
- 16.) **Advertising.** Advertising for the purpose of promoting or recruiting for your business is permitted in local or regional periodicals, trade magazines, newspapers, social media or similar. Prior to publication, electronic posting or other means of mass-distribution, all advertising must obtain written approval from the Lemongrass Home Office. Only the use of company-approved logos or branding

material will be permitted. You agree that Lemongrass Spa Products will not be responsible for any lost monies associated with the development or use of materials that are not approved by Lemongrass Spa Products.

- 17.) **Photo and Video Release**. Consultant grants to Lemongrass Spa Products an unrestricted license to use, publish, edit and distribute to the public by any means of transmission, distribution or communication, including but not limited to, the internet, and in audio visual works, photographs, sound recordings, advertising, promotional and marketing materials, Consultant's name, likeness, image, photograph, biographical information, voice, opinions, comments or statements. This authorization may be cancelled upon receipt by Lemongrass Spa Products of a written notice of cancellation.
- 18.) **Succession**. Upon the death or incapacitation of a Lemongrass Spa Products Consultant who has attained the level of Director or higher, the rights of such deceased or incapacitated Consultant under this Agreement may be passed to his or her successors or heirs provided the following conditions are met: (i) the successor or heir must complete and submit a Lemongrass Spa Products, LLC Consultant Agreement and such Agreement must be accepted by Lemongrass Spa Products; (ii) the successor or heir must meet all of the qualifications for the deceased or incapacitated Consultant's status, including but not limited to, maintaining Title commitments relating to monthly sales (depending on Title, team volume and training minimums); and (iii) the successor or heir must provide legal documentation of the right to be a successor or heir such as a valid assignment, will or trust. Lemongrass Spa Products reserves the right to approve or deny a transfer to a successor or heir in its sole discretion.
- 19.) **Consultant Commission and Payment Process**. Lemongrass Consultants are initially paid 25% commission on sales, not including taxes or shipping. In addition, bonuses, free products and supplementary commissions are awarded to individuals for exceptional performance, according to the Compensation Plan Summary. Consultants are responsible for collecting payment from customers at the time the order is placed. When accepting check payments from customers, they should be made payable to the Consultant and NOT Lemongrass Spa Products, LLC. Orders placed to Lemongrass Headquarters will be paid for using Visa, MasterCard, or Discover credit or debit cards before being shipped. Orders are accepted via the website using our ordering software ([www.ourlemongrassspa.com/](http://www.ourlemongrassspa.com/) your ID#). If you accept credit cards from customers, Lemongrass will provide credit card services to you at no charge. You retain the commissions upon placement of your order and we will process and retain funds received from those transactions. Orders will not be shipped until Lemongrass Spa Products, LLC has received payment for the order. If an individual customer's credit card is declined for their order, they will not receive their order until other payment arrangements are made and processed. If a Consultant pays Lemongrass Spa Products with a personal check and there are more than three (3) returned checks in a twelve (12) month period, Lemongrass Spa Products retains the right to *only* accept credit card, cash, money order or a cashier's check as a form of payment for the subsequent 12 months from that Consultant.
- 20.) **Launch Party Commitment**. In order to become successful in your new business, it is important that a new Consultant schedule at least 3 launch parties to occur within their first several weeks of joining. Host a launch party (or two) yourself and ask two friends to host in their homes. Completing this list will allow your sponsor to help you plan and prepare you for your events. **The following information must be completed before this Agreement can be processed or accepted by Lemongrass Spa Products.**

Hostess Name	Address	Phone	Date and Time of Event
1. (YOU)			
2.			
3.			

**21.) Term, Renewal and Termination:**

(a) **Term and Renewal.** Unless terminated earlier pursuant to section (b) or (c) of this paragraph, the term of this Agreement shall be one (1) year from the date of acceptance by Lemongrass Spa Products (the “**Effective Date**”). This Agreement may be renewed every twelve (12) months on the anniversary of the Effective Date, subject to your payment of the applicable renewal fee (\$15.00). Lemongrass Spa Products reserves the right to accept or reject any renewal in its sole discretion.

b) **Termination by Consultant.** Consultant has the right to terminate this Agreement at any time, for any reason. Notice of termination must be submitted in writing to Lemongrass Spa Products at its principal place of business in a manner specified in Paragraph 28 below.

c) **Termination by Lemongrass Spa Products.** Lemongrass Spa Products may terminate this Agreement at any time and for any reason in its sole discretion upon thirty (30) days’ written notice. Lemongrass Spa Products may immediately terminate this Agreement in the event of your death or any breach by you of any provision of this Agreement. Termination shall be effective on the date on which notice is sent or when you receive actual notice of termination, whichever occurs first. Lemongrass Spa Products shall not be required to have any reason or to prove any cause in order to terminate this Agreement. If and when this Agreement is terminated, Consultant shall have no claim against Lemongrass Spa Products based on such termination, nor any right to claim or collect future lost profits, lost opportunities or any other damages arising from such termination. Termination will result in the loss of all rights and benefits as a Lemongrass Independent Consultant.

22.) **Disciplinary Sanctions.** In addition to the right to terminate this Agreement with or without cause pursuant to Paragraph 21 above, Lemongrass Spa Products reserves the right to impose appropriate sanctions upon Consultant’s breach or failure to comply with any provision of this Agreement as determined by Lemongrass in its sole discretion, including but not limited to suspension, withholding of commissions, or realignment of Consultants in your downline.

23.) **Indemnification/Offset.** Consultant agrees to indemnify and hold harmless Lemongrass Spa Products, LLC, its managers, owners, officers, employees, agents and assigns from and against any damages, claims or liabilities and expenses (including attorneys’ fees) arising from or incident to Consultant’s: (a) activities as a Lemongrass Independent Consultant including, without limitation, any unauthorized representations about Lemongrass Products or potential earnings; (b) any negligent, reckless or intentionally wrongful act of Consultant or anyone acting on her or his behalf including with respect to claims by third parties related to infringement of third party intellectual property rights; (c) a determination by a court or agency that the Consultant is not an independent contractor, (d) breach by Consultant or anyone acting on her or his behalf of any of the terms of this Agreement; or (e) failure to comply with applicable laws, rules or regulations. Lemongrass Spa Products shall have the right to offset any amounts owed by Consultant to Lemongrass Spa Products against the amount of any commissions or bonuses owed to Consultant to the fullest extent permitted by applicable law.

- 24.) **Limitation of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LEMONGRASS SPA PRODUCTS AND ITS OFFICERS MANAGERS, OWNERS, EMPLOYEES, AGENTS AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND YOU HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM OF ANY SPECIAL INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST BUSINESS, AND LOST OPPORTUNITIES, HOWEVER CAUSED, ARISING OUT OF THIS AGREEMENT OR OTHER MATTERS BETWEEN MYSELF AND LEMONGRASS SPA PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY, OR OTHERWISE), EVEN IF LEMONGRASS SPA PRODUCTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 25.) **Force Majeure.** Lemongrass Spa Products shall be excused for failure to perform under this Agreement where such failure results from circumstances beyond the control of Lemongrass Spa Products including, without limitation, such circumstances as fire, storm, flood, earthquake, strikes, work stoppages or slowdowns, delay or failure of transportation or supplies, acts of the public enemy, terrorist attacks, acts of God or other acts or occurrences beyond the reasonable control of Lemongrass Spa Products.
- 26.) **Injunctive Relief.** Either Lemongrass Spa Products or Consultant may apply to a court of competent jurisdiction for temporary, preliminary or permanent injunctive relief if relief available in arbitration is likely to be ineffectual. I agree that a request for injunctive relief may be heard and determined by a Court in the state in which I reside to the exclusion of all other venues and forums and you hereby waive any and all objections to such venue, including personal jurisdiction.
- 27.) **Governing Law/Venue/Arbitration.** This Agreement is governed by the laws of the State of Florida without regard to any state's conflicts of laws rules that may result in the application of the laws of any other jurisdiction. Except in situations in which injunctive relief is sought, Lemongrass Spa Products and Consultant mutually agree to resolve any disputes exclusively through final and binding arbitration before a single arbitrator. This arbitration agreement is governed by the Federal Arbitration Act and shall survive the termination of this Agreement, and shall apply to any and all claims between Consultant and Lemongrass Spa Products arising out of or relating to this Agreement, including but not limited to compensation Consultant has received and any termination of this Agreement.
- a) If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery. The demand for arbitration must include a statement of the legal and factual basis of the claim(s).
- b) **Class Action Waiver.** You agree that by entering into this agreement to arbitrate you waive your right to have any dispute or claim brought, heard or arbitrated as a class or collective action, and an arbitrator shall not have any authority to hear or arbitrate any class or collective action ("**Class Action Waiver**"). Notwithstanding any other clause contained in this Agreement or the JAMS Rules, as defined below, any claim that all or part of this Class Action Waiver is unenforceable may be determined only by a court of competent jurisdiction and not by an arbitrator.
- c) Any arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures ("**JAMS Rules**"), which may be found at [www.jamsadr.com](http://www.jamsadr.com); however, if there is a conflict between the JAMS Rules and the terms of this Agreement, the terms of this Agreement shall govern. The arbitrator shall be an attorney preferably with experience in direct sales. Unless otherwise agreed to by the parties, the arbitration shall take place in Tampa, Florida. The arbitrator's costs and fees and any fees to JAMS for administering the arbitration shall be born equally by Lemongrass Spa Products and Consultant. The arbitrator shall have the power to order that the non-prevailing party reimburse the prevailing party for such fees and costs. The

arbitrator may award any remedy available under applicable law. The arbitrator shall apply the state, federal or local substantive law, as applicable, to the claims asserted. The party in whose favor the arbitration award is rendered shall be entitled to recover their reasonable attorney's fees, in addition to any other amounts awarded.

- d) The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law, and a court of competent jurisdiction will have authority to enter judgment upon the arbitrator's award/decision.

28.) **Notices.** Unless otherwise provided in this Agreement, any notice or other communication required to be given under this Agreement shall be in writing and shall be deemed effective if delivered personally or by commercial messenger or courier, by confirmed facsimile or electronic mail, or if mailed by U.S. registered, certified or express mail to (i) Lemongrass Spa Products at 720 Anclote Road, Tarpon Springs, Florida 34689, and (ii) to Consultant as the address provided by Consultant at the time of the submission of this Agreement, unless notice of an address change has been received by Lemongrass Spa Products. If notice is sent by mail, delivery shall be deemed effective three (3) days after the date of mailing.

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Signature