



# Love Shibue Inc.

## Terms and Conditions of Consultant Agreement

### A. As a Fashion Consultant, I understand and agree:

1. I agree to pay Love Shibue Inc. \$12.95 USD (Twelve dollars and Ninety Five Cents) a month for my replicated website, back office support and online services, etc. See page 2 **Fees and Charges**.
2. I will promote and sell Love Shibue, a California corporation ("Company"), products to Customers by regularly holding parties.
3. I will not sell Company products on the Internet or in any public, retail or service establishments, without prior written approval from Company. I will present Company products in a truthful, sincere and honest manner, and I will conduct myself in a manner that reflects the highest standards of integrity and responsibility in keeping with the reputation of the Company.
4. I will protect the Company's trademarks and trade name by not reproducing the Company's name and/or trademarks, or copy any of the Company's materials for use in any advertising without the prior written approval of the Company.
5. As a Consultant, I am an independent contractor and not an agent or employee of the Company. This Agreement does not create an employer/employee relationship, agency, partnership or joint venture between the Company and myself. I cannot act on behalf of, represent or conclude any contracts on behalf of the Company. I do not have any authority to incur any debt, obligation or liability on behalf of the Company.
6. In general, I will not be treated as an employee for federal or state tax purposes. I am responsible for filing all necessary tax returns and reports required by all state and federal taxing authorities (except sales tax), including income and self-employment taxes. The tax laws differ from state to state.
7. I will present the Company's business opportunity in a truthful manner. I will accept recruiting responsibilities by ensuring that any prospective recruit is the age of 18 years or older.
8. I will submit product orders to the Company accompanied by full payment by credit card. I understand that all orders are subject to acceptance by the Company.
9. I understand that information and materials provided to me contain confidential and proprietary information of the Company. I will not use, disclose or reproduce these materials for anything other than my Love Shibue business without the express written consent of the Company.
10. I authorize the Company to deduct commissions, overrides or other amounts due me, amounts owed by me to the Company that are due at the time of the deduction.
11. I will demonstrate or sell only Company products at my Love Shibue parties. I will not demonstrate or sell any other products, including any products made personally by me, as part of my Love Shibue business, at any Love Shibue party or at a Company sponsored event or meeting.



12. I will permit the Company to release my name and telephone number in response to a Customer request for a Love Shibue Consultant in my area unless I notify the Company in writing via email or by sending a written notice to (Love Shibue, 5142 Bolsa Ave Suite 103, Huntington Beach, CA 92649) that I do not want such information released. I also agree that the Company reserves the right to assure continued service to Customers if I cease to be an active Love Shibue Consultant.
13. The Company maintains a presence on the Internet in its own web site. Fashion Consultant is prohibited from using any trademarks of Company, including the name Love Shibue Inc., the Love Shibue Inc., LLC logo, and the name of any of the products, or any other trade names, trademarks, or distinctive phrases or remarks used by Company, including those related to any product, or any term confusingly similar thereto - in any form on the internet.
14. Should a Fashion Consultant desire to provide a link from Fashion Consultant's personal web site directly to the Company's Web Site, the Fashion Consultant's request must be in writing and is subject to Company approval in its sole discretion. No link may be established until the Fashion Consultant receives written approval from Love Shibue Inc. Fashion Consultants are strictly prohibited from advertising on Ebay, Amazon, Etsy or third party web sites. Not approved in writing by Company, violation of this policy is grounds for Termination.

#### **B. Fees and Charges**

1. Fees paid for the Service are non-refundable, unless required by law. You agree to pay Love Shibue Inc. \$12.95 a month for your replicated website, back office support and online services, etc. Love Shibue Inc. reserves the right to change the fees from time to time in its sole discretion.
2. Billing and Payment Charges. You hereby authorize Love Shibue Inc. (through its payment card processing service provider) to charge the payment card you provide in your account monthly.
3. Recurring Charges / Automatic Renewal Conditions. You agree that your payment card will automatically be charged by Love Shibue Inc. (through its payment card processing service provider) each month (as your monthly activity fee) until you cancel or terminate your business with Love Shibue Inc. Love Shibue Inc. reserves the right to suspend the Service if applicable law no longer permits automatic renewals and Love Shibue Inc. has not received your required consent. You may cancel your monthly Service by contacting [Support@LoveShibue.com](mailto:Support@LoveShibue.com) in writing.
4. If you wish to terminate your Service and avoid a charge for the subsequent month, you must do so at least fifteen (15) days before the monthly renewal date of your Service. (The monthly renewal date is the same day of the month that you first subscribe. If you cancel after your monthly renewal date, you maybe charged for that month (for the Service) your cancellation would then be effective the following month, subject to applicable law. You may use the Service until your cancellation is effective. **Love Shibue Inc. will not send you a monthly or annual statement.** Receipts for recurring charges can be viewed and printed from your account. If you revoke authorization to charge your payment card, or if for any reason your payment card issuer does not submit payment, Love Shibue Inc. will cancel your Service or suspend your use of the Service.
5. **Price Adjustments.** Love Shibue Inc. may modify its prices at any time. If Love Shibue Inc. modifies its price for any monthly Service which renews automatically, Love Shibue Inc. will give you notice of the new prices at least thirty (30) days before the beginning of the renewal term in which the prices will be effective. If you have receive such a notice and (i) do not cancel your Service as described in the "Recurring Charges/Automatic Renewal Conditions" section above, then you explicitly agree in accordance with the notice and applicable law, you agree to the new prices and authorize Love Shibue Inc. to charge your payment card accordingly.



6. **Suspension of Services.** You may suspend a Service account up until 4:00 am PST on the start day of your upcoming billing cycle, or by contacting Support @LoveShibue.com and requesting to have such Service product be suspended. Your monthly Service for the upcoming month will be suspended, but your Service will not be suspended for the current billing cycle. Your Service will automatically renew on the start day of the subsequent billing cycle. By way of example, but in no event by way of limitation, if you were to be “Put On Hold” on November 15, 2016 and your next billing cycle began on November 25, 2016, then (1) your subscription would remain active from November 15, 2016 through November 25, 2016, (2) your subscription would be suspended from November 25, 2016 through December 25, 2016, and (3) your subscription would automatically renew on December 25, 2016. You may not suspend your monthly Service for two months in a row.
7. **Payment Dispute.** If you believe you have been incorrectly charged, you must notify us of such disputed charges within the time provided for in your payment card agreement or you waive your right to dispute those charges. Please contact Support@LoveShibue.com at 1.877.270.3313 (within the USA) so that we can review your account. Love Shibue Inc. may require you to describe the dispute in writing. Any written communications concerning disputed amounts owed must be sent to:

Love Shibue Inc.  
C/O Accounting  
5142 Bolsa Ave Suite 103  
Huntington Beach, CA 92649

**C. The Love Shibue Fashion Consultant agrees and understands:**

1. Company will pay Consultant commissions based on sales of Company products submitted by Consultant.
2. In addition to commissions, Company will provide additional awards and privileges to “active” Consultants. An “active” Consultant is a Consultant who submits commissionable product sales of at least \$600 in any six-month (6) rolling period. Company may, in its sole discretion, grant waivers of the personal sales requirement.
3. If Consultant were to not submit \$600 in sales in a rolling six-month period then the customers of that Consultant compresses to the sponsor so that they could be properly serviced.
4. Company will pay a qualified Consultant on personally recruited Consultants sales only, not on the recruit kit. In other words, the PE must have actual sales that are commissionable in order for their sponsor to receive any Coaching Override Bonuses (COB), and the Sponsoring FC must meet their PSV to receive any COB.
5. Company will calculate and pay commissions and overrides in accordance with the then current Company-published commission and override schedules. Company may change commissions, overrides, incentive program rules and active sales requirements at any time with thirty (30) days prior written notice to the Consultant.
6. Company will not impose on Consultant any geographical territories or limits relating to sales and recruiting of Consultant in the United States, Puerto Rico and other territories of the United States.
7. Company will refund to Consultant fifty (50) percent of any unused and unopened products in the event a consultant does not wish to continue with Love Shibue within the first 30 days, and returns the products at their shipping expense. Refund will be made within fifteen (15) of days of inspection.
8. Company will reinstate a Consultant to “active” status if, within 3 months of rolling inactivity, Consultant submits minimum commissionable sales orders totaling \$300 in one month.



9. If a Consultant becomes reinstated to “active” status, their customers will fall back under to them.
10. Company offers Consultant a one-time “personal leave” not to exceed six (6) consecutive months that holds the Consultant in their same ranking until they return back to work. Consultant must request this in writing with a 30-day notice so that systems can be put in place. Consultant recognizes that they will not be paid commissions during the “personal time” away. Once Consultant becomes “Active” again, Consultant will be placed back in the system. Additional “personal time” maybe granted on a ‘case-by-case’ basis and must be submitted in writing to corporate for approval.

**D. General**

- a. This Agreement is subject to acceptance by the Love Shibue Home Office in Huntington Beach, CA and conditioned upon the receipt of a purchased Kit by consultant.
- b. Either party may terminate this Agreement for breach. Should the Consultant decide to terminate the agreement, the company requires a 30-day written notice. If any problem should arise the Company will give the Consultant notification and 30 days to remedy any issues, if applicable before terminating Agreement.
- c. The laws of California as to any and all matters shall govern this Agreement.
- d. All New Consultant Kits shipping to Alaska, Hawaii or any U.S. Territory will be charged an additional \$45 for shipping and handling. All other orders shipped to these locations will have a shipping charge of \$29.95 for an individual order and \$14.95 to a Hostess.

*This charge must be made to cover the extra costs of shipping outside of the Continental United States.*

**I understand and agree:**

1. This Agreement is effective for 12 months from the date of acceptance. It is automatically renewed for additional terms of one year.
2. This Agreement cannot be altered, modified or changed through any suggestions, advice, guides or sales aids provided by the Company. It can only be altered, modified or changed in writing issued by an authorized Company representative.

DO NOT AGREE

AGREE