



Consultant Agreement Form

Name (FIRST, MI, LAST) _____

Social Security Number _____ Birth Date _____

Permanent Address _____

Mailing Address _____

City _____ State _____ Zip _____

Country USA County _____

E-Mail _____

(Please print clearly)

A valid email address is highly recommended as the most effective means of communication to stay in contact with Daisy Blue Naturals regarding any company news, incentives, and policy changes.

Home Telephone _____ Work _____ Cell _____

Consultant Agreement Terms: 1. I am of legal age in the state in which I entered into this agreement. 2. I understand that I am an independent consultant of Daisy Blue Naturals, LLC; I am not an employee of Daisy Blue Naturals, LLC. 3. I understand that I am fully responsible for payment of all federal and state taxes due on my taxable income. I further understand that I am responsible for paying self-employment tax. 4. I understand that I am responsible for the knowledge of, and compliance with, all federal, state, and local laws pertaining to the marketing of Daisy Blue Naturals products. 5. I agree to not use the company name and logo in any way that would bring harm to the company, and I understand that legal actions may be taken against me should I violate or misrepresent Daisy Blue Naturals in any manner. 6. I agree to conduct in-person informational presentations for individual consumers and/or groups through home parties, shows, or business/organization presentations as my main source of sales, recruiting, and promotion. I shall sponsor meetings, seminars, or similar get-togethers using the Daisy Blue Naturals system by taking and placing orders. 7. I shall not market, or otherwise promote, the sale of any products in direct competition with Daisy Blue Naturals at a Daisy Blue Naturals function. 8. I have no power to incur any debt, obligation, or liability on behalf of the company. 9. I agree to maintain the highest standards of integrity, honesty and responsibility in dealings with the company, consumers, and other Daisy Blue Naturals consultants. I will present Daisy Blue Naturals products in a truthful and sincere manner and shall hold Daisy Blue Naturals harmless from damages resulting from misrepresentations by me. 10. I agree the company may release my name, email, and telephone number in response to a customer's request for a Daisy Blue Naturals consultant in my area. 11. In the event this Agreement expires or is terminated for any reason, I will within five (5) days after termination, return to Daisy Blue Naturals all advertising materials, brochures, samples or other materials pertaining to the products, and I will comply with all other applicable provisions of this Agreement. I may within 30 days of the termination/expiration of the Agreement, return any unsold/unused products in possession for reimbursement of the price paid by me, less ten (10%) restocking charge, provided that the products are in their original condition. The Daisy Blue Naturals Start-Up Kit is non-refundable.

*This agreement is not subject to alteration, modification, or change and **must be signed, completed, and submitted to the Home Office** by my signature below, I verify the above information is correct, and I understand the Agreement Terms, and hereby accept those Terms.*

Signature _____ Date _____

Bouquet™ Start-Up Kit \$ 99* (*All Start Up Kits are subject to applicable Sales Tax based on shipping location.)

\$99.00 _____ (sales tax) = \$ _____ (total due)

Payment Method: Check # _____ Visa / MC # _____

Expiration Date _____ Name on card: _____

Sponsor Name _____ Sponsor ID _____

Home Office Use Only

Date Received _____ Approved By _____ Assigned Consultant Number _____

Daisy Blue Naturals® Consultant Agreement

RECITALS:

A. Daisy Blue Naturals® has expended time, effort and money in the research and development of the Daisy Blue Naturals® products (the "Products"), and has acquired experience and knowledge with the respect to the ingredients, formulae, production, merchandising, distribution and sale of cosmetics and related products; and

B. Consultant desires to obtain Products from Daisy Blue Naturals® upon the terms and conditions hereafter stated.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Appointment.** Daisy Blue Naturals® hereby appoints Consultant as a Daisy Blue Naturals® dealer upon the terms and conditions hereafter stated. Consultant shall have the right to purchase Products from Daisy Blue Naturals® according to its current product price list, and Consultant shall have the right to use Daisy Blue Naturals® trademarks, trade names, service marks, logo types, symbols, insignia, distinctive designs, and other related indicia during the term of this Agreement.
2. **Maintaining Active Status.** There is no minimum sales level to be considered an active Daisy Blue Naturals consultant. In order for a Consultant to be considered active for her upline¹, she must have \$500 in personal volume in a rolling three month period. New Consultants will begin their active status immediately. *If after a period of one year, on the consultants signup date, otherwise known as their anniversary date, they wish to continue to maintain active status, a consultant will pay a yearly \$99 renewal*². This will allow the consultant to continue receiving all of the benefits of being a Daisy Blue Naturals consultant.
3. **Nonexclusivity.** This Agreement does not grant to Consultant an exclusive territory for the sale of the Products.
4. **Supply of Products.** Daisy Blue Naturals® shall sell and deliver to Consultant any and all Products ordered by Consultant which are listed in Daisy Blue Naturals® current Product price list. Daisy Blue Naturals® shall not be liable for failure to deliver any Product which has been discontinued, or is temporarily out of stock, or is unavailable for any other reason.
5. **Purchase of Product.** Consultant shall purchase from Daisy Blue Naturals® all Products sold by consultant, and shall not offer for sale any cosmetics or related products not manufactured by Daisy Blue Naturals® or not purchased by consultant from Daisy Blue Naturals® at any Daisy Blue Naturals® functions. Payment for all Product purchased by Consultant shall be made at the time of order of such Product from Daisy Blue Naturals®. The price to be paid by Consultant for each item shall be the price set forth in the current Products price list published by Daisy Blue Naturals®.
6. **Standards of Operation.** Consultant agrees to conduct in-person information presentations for individual consumers and/or groups through home parties, shows, or business/organization presentations. Consultant shall sponsor meetings, seminars, or similar gatherings using the Daisy Blue Naturals® system of taking and placing orders. Consultant shall not market, or otherwise promote, the sale of any products or supplies in competition with the Products at a Daisy Blue Naturals® function. Daisy Blue Naturals® shall not be sold in any retail stores.
7. **Termination of Agreement.** Upon the termination of this Agreement for any reason, Consultant shall immediately discontinue the use of all trade names, trademarks, signs, and forms of advertising relating to Daisy Blue Naturals® or the Products.
Daisy Blue Naturals follows the Code of Ethics as directed by the DSA. For purposes of this Code, "reasonable commercial terms" shall include the repurchase of marketable inventory within twelve (12) months from the Consultant date of purchase at not less than 90 percent of the salesperson's original net cost. For purposes of this Code, products shall not be considered "currently marketable" if returned for repurchase after the products' commercially reasonable usable or shelf life period has passed; nor shall products be considered "currently marketable" if the company clearly discloses to the Consultants prior to purchase that the products are seasonal, discontinued, or special promotion products and are not subject to the repurchase obligation. The original sales invoice must accompany the returned product, The returned items must be highlighted on the original sales invoice.
8. **Indemnification/Independent Contractor Status.** Consultant and Daisy Blue Naturals® are independent contractors, and shall not be considered as joint venturers, partners, agents, servants, or employees of each other. Consultant shall indemnify and hold Daisy Blue Naturals® harmless from and against any and all loss, damage, liability, and expenses incurred arising from a violation of this Agreement and from any and all claims, damages, causes of action, or suits arising out of the operation of Consultant's business operations.
9. **Compliance with Laws.** Consultant shall comply with all applicable laws, statutes, ordinances, orders or codes of any public or governmental authority having jurisdiction over its business operation.
10. **Assignment and Transfer.** The rights and privileges hereunder of Consultant are not assignable or transferable by any means whatsoever without the prior written consent of Daisy Blue Naturals®.
11. **Notices.** All notices required to be sent to Daisy Blue Naturals® shall be sent by registered or certified mail addressed to Daisy Blue Naturals® at 2610 YH Hanson Ave. Suite 108, Albert Lea, MN 56007, or at such other address as Daisy Blue Naturals® shall designate in writing. All notices required to be sent to Consultant shall be sent by registered or certified mail addressed to Consultant.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning its subject

matter, and no representations, inducements, promises or agreements, oral or otherwise, between the parties with reference to it and not embodied in this Agreement shall be of any force or effect.

13. **Sales Tax.** All dealers shall collect the applicable sales tax in the dealer's state and remit that to Daisy Blue Naturals® who will, in turn, pay the applicable state sales tax to the state in which the dealer made the sale.

14. **Covenant Not to Compete.** Upon termination of this agreement for any reason, dealer shall not, directly or indirectly, alone or as a member of a partnership or joint venture or as an officer, agent, employee, director, stockholder or investor of any corporation own, manage, operate, join, control or participate in the ownership, management, ownership or control of or work for or be connected in any capacity with any enterprise or individual engaged in any segment of the sales of body care products, including but not limited to soaps, bath oils, bath crystals, hand and body lotions, hair care products, lip balms, aromatherapy products within the state of dealer's residence for a period of one year. In the event of a breach of this agreement, Daisy Blue Naturals® or an assign or successor thereto shall be entitled, at its election, to institute and prosecute proceedings at law or in equity against dealer to obtain damages for any such breach and/or to enjoin dealer from continuing the activities which are in breach. If any provision or term of this covenant not to compete is held to be unenforceable. The remainder of this covenant not to complete shall not be affected thereby but shall remain valid and enforceable. If a court of competent jurisdiction shall hold this covenant not to compete to be unenforceable according to its terms by reason of geographic or temporal provisions, the parties intend that such court shall determine the maximum enforceable geographic and temporal scope of such covenant and hold that this covenant not to compete shall be enforced in accordance therewith.

15. **Applicable Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota.

POLICIES:

This section on policies forms the basis of the relationship between Daisy Blue Naturals® and its consultants and customers. These policies are enforced by Daisy Blue Naturals®.

Joining Daisy Blue Naturals®

To be eligible to become a Daisy Blue Naturals® Consultant, a person must:

1. Reside in the United States or a US Territory. (U.S. Recruits).
2. Be at least eighteen (18) years of age.
3. Possess a valid social security number. (U.S. Recruits).
4. Complete the required training, as applicable, for new consultants.
5. Fill out, sign, and submit the Consultant Agreement Form, along with payment for the consultant Start Up Kit.

The Consultant Agreement Form is valid only if the information is complete, correct, and verifiable. The Consultant and his /her recruiter must sign it. The Consultant Agreement form is complete only after it is accepted by the Daisy Blue Naturals® Home Office. Consultants agree to adhere to all policies and provisions contained on this agreement, in the Consultant Manual, and as set forth in any company-authorized publications as modified from time to time.

Daisy Blue Naturals® does not accept agreements from partnerships or corporations. Only one individual is permitted per Consultant Agreement form. Only the Consultant of record is authorized to promote the sales and/or career opportunity. The Consultant agrees to promote the sales and/or career opportunity. The Consultant agrees to promote Daisy Blue Naturals® products, career opportunities, and name in manner favorable to Daisy Blue Naturals®.

Once a Consultant is recruited, that Consultant cannot switch to another sponsor without written consent from the Consultants sponsor and the Home Office. If consent is not granted, the Consultant must first of all quit the program and wait a period of six months before being sponsored by another. Upon termination, all accrued benefits will be forfeited. To rejoin all of the same procedures for all new Consultants must be followed.

1. **Active For Upline-** This is how a consultant promotes to higher title level. It is calculated by adding up the Personal Volume (PV) for the past three months. For example, activity in January is calculated by adding sales from November, December, and January. If this total is \$500 or higher, then the consultant is considered active for their upline.
2. **\$99 Renewal-** This is paid on the anniversary date of the consultant's sign up. For example, if a consultant becomes a consultant in January, 2008, they would not pay a yearly renewal until January, 2009.