



## PERSONAL CARE CONSULTANT AGREEMENT

THIS AGREEMENT is by and between:

**Kasny Recon, Inc.**, whose address is 2100 N. HWY 360, Suite 1001, Grand Prairie,

TX-75050, Tel: 972-780-0317 hereinafter referred to as "Company", and

\_\_\_\_\_, whose address is

\_\_\_\_\_

Tel: \_\_\_\_\_ hereinafter referred to as "Personal Care Consultant".

WHEREAS, Company is engaged in the manufacturing marketing of Cosmetics products based natural ingredients; and WHEREAS, Personal Care Consultant desires to sell Company's products in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Company hereby appoints Personal Care Consultant (PCC) as an authorized non-exclusive Independent Sales Representative to sell and promote all products provided by Company.
2. Personal Care Consultant is hereby retained as an independent contractor and not as an employee of the Company. As an independent contractor, PCC shall be solely responsible for paying all applicable taxes (Form **1099-MISC**) arising from payments made to PCC by the Company, including, but not limited to, social security, self-employment taxes and disability insurance. PCC shall not be entitled to participate in any Company plans, arrangements or distributions pertaining to any pension, stock, bonus, profit sharing or similar benefits.
3. Personal care Consultant agrees to indemnify and hold the Company harmless from any and all liability, claims, demands or requirements imposed by federal or state law upon self-employed individuals arising from payments made to Sales Representative under this Agreement.

4. PCC agrees to bear all expenses incurred in his/her sales endeavors except those which the Company agrees to pay for in writing.
5. Personal Care Consultant agrees to make no representations, warranties or commitments binding the Company without the Company's prior consent. PCC will execute no agreement on behalf of the Company nor shall PCC hold himself/herself out as having such authority. In addition, PCC warrants and represents to the Company that he/she is free to enter into this Agreement and that this does not violate any agreement heretofore made by him/her.
6. Personal Care Consultant agrees that during the term of this Agreement, the Company is not responsible for any damage or loss sustained by the use of products under his/her control during the term hereof.
7. The Company has the sole right to establish, alter or amend product specifications, prices, delivery schedules and discounts, and the Company will give Personal care Consultant timely notice of any and all changes in writing.
8. In full payment for all services to be rendered by Personal Care Consultant, the Company shall pay a commission of 20-30% of all sales made by the PCC or resulting from a traceable reference they made. The percentage of sales to be paid to PCC by Company is structured as follows:
  - a. PCC will earn 20% of their sales for a total of up to \$250 in a single month (pay period).
  - b. PCC will earn 25% of their sales for a total of over \$250 up to \$500 in a single month (pay period).
  - c. PCC will earn 30% of their sales for a total of over \$500 in a single month (pay period).
9. An application fee non refundable of \$100.00 will be applied to cover the start up kit cost that includes administrative fee, products set, 250 brochures, business Cards, and products education manual.
10. All orders are subject to acceptance by the Company and the Company may reject an order at any time for any reason.
11. The Company shall furnish PCC with copies of all invoices for shipments of our products in fulfillment of orders taken by PCC, and shall keep a separate accurate set of books and records regarding commissions due. Company shall send commission statements and payments to the PCC no later than the fifteenth (15th) day of the month following the month the goods are shipped. Commission statements presented to PCC shall be deemed correct unless objections in writing are received by the Company within Thirty (30) days from the issuance of same.

12. The Company hereby contracts with PCC at will. This Agreement may be terminated by either party by a written notice at any time for any reason. Any remaining products shall be returned to the Company in the same conditions received by the PCC no later than ten (10) business days following said termination date.
13. In the event PCC sends the Company written notice of his/her intention to terminate this Agreement pursuant to Paragraph 12, PCC may continue to solicit orders for the Company during the aforesaid thirty (30) day period. Notwithstanding the foregoing, if the Company sends PCC written notice of its intention to terminate this Agreement pursuant to Paragraph 13, Personal Care Consultant shall cease soliciting orders for the Company immediately on the day said notice of termination is received by the PCC.
14. At the termination of this Agreement, a final accounting will be made between the Parties.
15. This Agreement may not be transferred, sold or assigned to any other individual, corporation, partnership or joint venture without the Company's prior written approval. In no event will the Company be bound to continue this Agreement under the same terms and conditions to said transferee, successor or majority stockholder, or in the event that Personal Care Consultant is no longer personally and actively involved in selling the Company's products.
16. Personal Care Consultant hereby covenants, warrants and represents that both Personal Care Consultant and his/her recruits will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the Company with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, manufacturing processes and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever.
17. Any claim or controversy arising among or between the parties hereto and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in Dallas County, Texas by Three (3) arbitrators under the then prevailing rules of the American Arbitration Association. Any such arbitration must be commenced no later than One (1) year from the date such claim or controversy arose. The award of the arbitrators shall be final and binding and judgment may be entered in any court of competent jurisdiction.

- 18. Nothing in this Agreement shall be construed to constitute Personal Care Consultant as a partner, affiliate or employee of the Company.
- 19. This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings.
- 20. There shall be no change, amendment or modification to any of the terms of this Agreement unless it is reduced to writing and signed by both parties.
- 21. If any provision of this Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
- 23. This Agreement shall be governed by the laws of the State of Texas. Signature of Personal Care Consultant below will indicate acceptance of the terms and conditions herein stated.

KASNY RECON, INC.

PERSONAL CARE CONSULTANT

\_\_\_\_\_  
*KR Representative Name & Title*

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

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