

## INDEPENDENT CONSULTANT AGREEMENT

### TERMS AND CONDITIONS

#### 1. BACKGROUND

- 1.1. The Body Shop At Home US, LLC (“TBSAH”), the direct sales channel of its parent Buth-Na-Bodhaige, Inc., operates through a network of independent consultants (“Consultants”) who are authorized independent sellers of TBSAH products (“Products”) as independent contractors pursuant to the terms of the Independent Consultant Agreement (the “Independent Consultant Agreement”). TBSAH compensates for the sale of its body care and beauty Products through its compensation plan (the “Compensation Plan”).
- 1.2. Please read through this Independent Consultant Agreement as well as TBSAH’s Code of Ethics, Business Rules, Digital and Social Media Policy, the Compensation Plan and other TBSAH documents, which are incorporated by reference in the Independent Consultant Agreement (collectively, along with the Independent Consultant Agreement, the “Policy Documents”). The Policy Documents constitute the entire agreement between you and TBSAH regarding your status as a Consultant and supersede any and all prior arrangements, understanding and negotiations, whether oral or in writing, between you and TBSAH.

You understand and agree as follows:

#### 2. ENROLLMENT

- 2.1. Eligibility. In order to be eligible to become a Consultant, you must meet the eligibility requirements in the Business Rules and this Independent Consultant Agreement.
- 2.2. No Transfer. Your status as a Consultant, and the obligations contained in this Independent Consultant Agreement, are personal to you, and your Independent Consultant Agreement may not be transferred or assigned by you. TBSAH may transfer the Independent Consultant Agreement at any time.
- 2.3. Beauty Kit Fees. As part of your enrollment, you will be required to purchase a starter kit (the “Beauty Kit”) for \$79.00 USD. The Beauty Kit is an important tool that contains over \$200.00 USD of Products to help you get your business started. In addition to the Beauty Kit, once enrollment is completed, you will receive a welcome e-mail with a link to a digital catalogue containing our Products. No other purchase is necessary to become a Consultant.
- 2.4. Monthly Business Fees. Enrolled Consultants will have access to a Personal Website, a Business Hub and an e-Wallet. The Personal Website will be provided by TBSAH to the Consultant to sell the Products (the “Personal Websites”). The Business Hub is the Consultant’s personal business platform which allows a Consultant (i) to place orders to buy Products; (ii) to view TBSAH information, and (iii) to generally manage the Consultant’s business. The e-Wallet is the elected payment system to administer the Consultant’s commission payments, pursuant to Section K.1 of the Business Rules. The provider of the e-Wallet will charge a mandatory monthly fee that will be



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automatically deducted from the Consultant's earnings (the "Third Party Service Fees"). Except for Third Party Service Fees and the purchase of the Beauty Kit, no other financial obligation exists in the first 12 months of this Independent Consultant Agreement in order to become or remain a Consultant.

### 3. Independent Contractor Status

- 3.1. Independent Contractor. You are an independent, self-employed business person, authorized to sell the Products under the terms and conditions in the Independent Consultant Agreement and the other Policy Documents. As a Consultant, you are responsible for all expenses incurred in the operation of your business, the purchase of Products from TBSAH, and the sale of the Products to customers. You have the right to determine the times during which you wish to carry out your activities as a Consultant, the activities that you wish to carry out and, subject to due compliance with the Independent Consultant Agreement, the manner and means by which your business as a Consultant is operated.
- 3.2. No Authority to Bind. As a Consultant, you are not authorized to act or to incur any obligation, debt or liability on behalf of TBSAH; you are not a TBSAH agent or employee and do not represent us; and you are not authorized to, and must not purport to, negotiate and/ or execute any contracts on behalf of TBSAH.
- 3.3. Compliance with Laws. As a Consultant, you shall abide by all applicable federal, state and local laws, rules and regulations that relate to your business. You are responsible for having adequate insurance against all relevant risks in the conduct of your business as a Consultant.
- 3.4. Treatment as an Independent Contractor. You shall not be treated as an employee of TBSAH for federal or state tax purposes including with regard to the Internal Revenue Code, Social Security Act, Federal Unemployment Act or Federal Insurance Contributions Act, or with regard to workers' compensation, any state unemployment act, or any other federal, state or local law, statute, ordinance, rule or regulation. You are responsible for all liability, health, disability, workers' compensation and other insurance. You are personally responsible for payment of all applicable federal, state and local income, unemployment, social security and other taxes and all applicable licensing requirements and fees related to your business and earnings. You will keep all such proper records as are necessary to ensure the proper assessment and payment of any such taxes and will make all relevant filings and returns required by law. You acknowledge and agree that TBSAH is not responsible for withholding and shall not withhold or deduct from your bonuses and commissions, if any, taxes of any kind, unless such withholding becomes legally required.

### 4. Compensation Plan

- 4.1. Payment of Bonuses and Commissions. You understand and agree that all payments made to you under this Independent Consultant Agreement are based on the sales of Products and will be calculated and paid in accordance with the Compensation Plan.
- 4.2. No Guarantee. As a Consultant, you are not guaranteed any income nor are you assured of any profit or success by TBSAH.
- 4.3. Minimum Amount. Payments under the Compensation Plan that are less than \$1.00 USD will be withheld and paid to you during the next payment cycle.



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- 4.4. Deposits. Any payments will be made to your e-Wallet in United States Dollars. Pursuant to Section K.1 of the Business Rules, you agree that your contact information may be shared with the e-Wallet service provider to enable you to open your account.
- 4.5. Offset. TBSAH may deduct or set-off any amount owed by you to TBSAH from any amount payable to you, including, without limitation, for returned Products.

## 5. OBLIGATIONS OF THE INDEPENDENT CONSULTANT

- 5.1. Code of Ethics. The obligations of this Section 5 are in addition to the provisions in the Code of Ethics and the Business Rules.
- 5.2. Obligations. You hereby acknowledge, warrant and represent that:
  - 5.2.1. as a Consultant you are eligible to participate in the selling and distribution of the Products on your own account. It is anticipated that you will organize and hold parties and presentations at which you will present and promote the Products and take orders for the Products from customers;
  - 5.2.2. although you may receive discounts, bonuses or other payments in connection with any sales made by you to customers in accordance with the Compensation Plan, you are not guaranteed any income, nor are you assured of any profit or success, and you represent that you have read and understand the Compensation Plan;
  - 5.2.3. you are not required to acquire or maintain an inventory of any kind in order to become or remain a Consultant;
  - 5.2.4. you will not use any misleading, deceptive or unfair recruiting methods and will not make any claims of any kind as to the benefits of the Products, the business, the Compensation Plan or the Company beyond those statements shown on Product labels and/ or in TBSAH-authorized literature and materials;
  - 5.2.5. you will not make any non-representative or exaggerated earnings claims, including any false, unsubstantiated or misleading representations about the actual, potential or expected earnings from being a Consultant and participating in the Compensation Plan; and any income or lifestyle claims made must comply with the requirements set out in the Business Rules;
  - 5.2.6. you will not re-package or re-label the Products or sell the Products under any other name or label;
  - 5.2.7. you will not provide paid training or sell training materials to other Consultants;
  - 5.2.8. you will ensure that all party and event hosts are a minimum of 18 years old;
  - 5.2.9. all customer sales made by you shall be concluded using your Personal Website or your Business Hub, provided that two copies of such order and the Customer Notices are given to each customer for every sale;



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- 5.2.10. you promptly will honor TBSAH customer returns policy as set forth on the Customer Notices and in the Business Rules;
- 5.2.11. you will only use TBSAH Intellectual Property (as defined in Section 7) in connection with your TBSAH business and only in the manner set forth in this Independent Consultant Agreement, the Business Rules and any other Policy Documents, guidelines or directions notified to you by TBSAH from time to time;
- 5.2.12. you agree not to use the Business Hub or any other company website or social media site in a manner otherwise than expressly authorized herein, in the Business Rules and other Policy Documents; and
- 5.2.13. you agree to use only written, recorded or other promotional or advertising materials which have been produced by TBSAH and/or approved in writing by TBSAH prior to use and bear its approval designation.

## 6. PURCHASING OF PRODUCTS

- 6.1. Purchase. Your purchase of Products is subject to the TBSAH Terms of Sale and other Policy Documents.
- 6.2. Sales Tax. To ensure compliance with the sales and use tax requirements of each state, unless otherwise mandated by state law, TBSAH shall collect and remit all applicable sales and use taxes on its products, services and materials based upon the suggested retail price of the product. The applicable rate of tax due shall be based on the address to which the product and/or material is shipped.

## 7. INTELLECTUAL PROPERTY RIGHTS

Definition. “TBSAH Intellectual Property” means intellectual property rights owned or used by TBSAH (or its Affiliates) in relation to the The Body Shop At Home™ business, including but not limited to patents, utility models, copyright and related rights, moral rights, trademarks, names, service marks, logos and devices, business names and domain names, rights in trade dress, goodwill, the right to sue for passing off or unfair competition, rights in designs, database rights, and rights to use and protect the confidentiality, confidential information (including know-how and trade secrets).

- 7.1. Use.
  - 7.1.1. You will only use the TBSAH Intellectual Property provided to you by TBSAH for the operation of your The Body Shop At Home™ business. Any and all use of the TBSAH Intellectual Property will at all times comply and be in accordance with TBSAH’s guidance and direction, whether as set forth in this Agreement, the Business Rules, any other Policy Documents or as otherwise notified to you in writing from time to time.
  - 7.1.2. Except for the operation of your TBSAH business, you will not use TBSAH Intellectual Property for any purpose. You may not permit or authorize any third party to use TBSAH Intellectual Property.
- 7.2. You acknowledge and agree:



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- 7.2.1. you will not use the TBSAH Intellectual Property in a manner which harms or damages the rights, image or reputation of TBSAH;
  - 7.2.2. you will not use or seek to register any name, mark or logo which conflicts with the TBSAH Intellectual Property; and
  - 7.2.3. any and all goodwill or rights associated with the TBSAH Intellectual Property (including goodwill arising from your use) inures directly and exclusively to the benefit of TBSAH or its Affiliates and is the property of TBSAH or its Affiliates, as applicable.
- 7.3. Non-Exclusive. Any right to use TBSAH’s Intellectual Property by an Independent Consultant is non-exclusive and non-transferable. TBSAH has the right and sole discretion to grant others the right to use TBSAH’s Intellectual Property.
- 7.4. Notification of Infringement. In the event that you become aware of any unauthorized use of TBSAH Intellectual Property or a third party alleges that your use of TBSAH Intellectual Property infringes its rights, you will notify TBSAH immediately and refrain from making any admissions or taking any actions with respect to such matters.

## 8. CONFIDENTIALITY

During the term of the Independent Consultant Agreement, TBSAH may disclose or otherwise make available to you (directly or indirectly) certain proprietary and confidential information owned by TBSAH or its Affiliates, including, but not limited to, information in relation to TBSAH’s business practices, finances, sales techniques, marketing methods, know-how, customer information, consultant information and genealogies, sponsorship, upline and downline, and historical purchasing information for each consultant, (collectively the “Confidential Information”). You shall protect the Confidential Information against unauthorized disclosure and shall not disclose the Confidential Information to any third party without TBSAH’s prior written consent. You shall not use the Confidential Information for any purpose other than to perform your obligations under this Independent Consultant Agreement. Upon termination of this Independent Consultant Agreement, you immediately shall cease using and destroy, or, if requested by TBSAH, return any copies of any such Confidential Information to TBSAH.

## 9. LIMITED USE OF INFORMATION OF OTHER PERSONS

You shall be legally responsible for any personal data relating to customers, other Consultants, and any other individual that you collect and process in the course of your activities as an Independent Consultant. Your obligations relating to protection of personal data are set forth in the Business Rules.

## 10. USE OF NAME, LIKENESS, IMAGE AND/ OR TESTIMONIALS FOR PROMOTIONAL PURPOSES

By accepting the terms of this Independent Consultant Agreement you authorize the lawful and unlimited use of your name, likeness, image, voice, written comments, testimonials or other documentation in connection with the marketing, publicizing, or otherwise promoting Products, marketing programs, opportunities, services, or promotional literature and supplies, without remuneration or other consideration being paid to you, as more fully set forth in the Business Rules.



## 11. NON-SOLICITATION

As an inducement for TBSAH to enter into the Independent Consultant Agreement and in consideration of the mutual covenants contained herein, Consultant agrees that during the term of the Independent Consultant Agreement and for a period of one year thereafter, Consultant shall not, directly or indirectly, on his or her own behalf, or on the behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any Consultant, employee, member, customer, supplier or vendor of TBSAH (i) to enter into any business relationship with any other direct sales or network marketing company or individual or (ii) to terminate or alter his or her business or contractual relationship with TBSAH.

## 12. ETHICS

We strictly adhere to the Code of Ethics of the U.S. Direct Selling Association ([www.dsa.org](http://www.dsa.org)) and require that all our Consultants strictly adhere to this Code, as further implemented in the TBSAH Code of Ethics and the Business Rules.

## 13. TERM, CANCELLATION AND TERMINATION

- 13.1. Term and Renewal. The term of this Independent Consultant Agreement is for an initial 12 months from your enrollment date and automatically renews annually for an additional 12 months on each anniversary of your enrollment date provided that you remain active (as defined in the Compensation Plan) during the previous 12 months. The first time that you log into your account after the renewal date you will be deemed to have accepted the then-current terms of the Independent Consultant Agreement and other Policy Documents, including all changes and updates that may have been made since your last annual renewal. The Independent Consultant Agreement shall terminate automatically in the event that your account is inactive (as defined in the Compensation Plan) for any consecutive 12-month period.
- 13.2. By TBSAH. TBSAH may terminate this Independent Consultant Agreement at any time, without cause, by giving the Consultant not less than 30 days written notice. TBSAH may terminate this Independent Consultant Agreement immediately if the Consultant breaches any term of the Independent Consultant Agreement.
- 13.3. By Consultant. The Consultant may cancel or terminate the Independent Consultant Agreement at any time, without cause. To cancel your Independent Consultant Agreement with TBSAH please send us a written notification of your resignation to the Consultant Support team by email at [usconsultant.support@thebodyshop.com](mailto:usconsultant.support@thebodyshop.com).
- 13.4. Offset. Upon termination of the Independent Consultant Agreement, you shall be entitled to retain any amounts paid and earned up to the date of termination, subject to the provisions of Section 4.5.
- 13.5. State Laws. Where state laws on termination are inconsistent with this Section 13, the applicable state law shall apply.
- 13.6. Effect of Termination. Immediately upon cancellation, termination or nonrenewal of this Independent Consultant Agreement, Consultant shall (i) cease from representing himself or herself as a Consultant of TBSAH; (ii) lose all rights to his or her participation and position in the Compensation Plan, including all future commissions and earnings; (iii) cease all use of TBSAH Intellectual Property; and (iv) take all other actions reasonably required by TBSAH.



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13.7. Buy Back. As more fully set forth in the Business Rules, Consultant is eligible to receive a refund for products, services and literature purchased by Consultant, less a 10% handling fee, if Consultant chooses to terminate the Independent Consultant Agreement and return the products or services in resalable currently marketable condition within 12 months of purchase. Commissions paid on refunded products and services must be repaid to the Company by the Consultant earning the commission. Any Products shall be returned to our Distribution Center at 5036 1 World Way, Wake Forest, NC 27587.

## 14. COMPLAINT HANDLING AND DISPUTES

14.1. Complaints. Any complaints, questions and requests can be made to our Consultant Support team by phone at 1-800-263-9746 (option 1 for English, then option 4 for TBSAH) or by email at [usconsultant.support@thebodyshop.com](mailto:usconsultant.support@thebodyshop.com).

14.2. Governing Law. This Independent Consultant Agreement is governed by the laws of the State of New York.

14.3. Arbitration. Consultant understands and agrees that, except as set forth in the Business Rules and Section 14.4 below, all claims and disputes relating to this Independent Consultant Agreement, the rights and obligations of the parties or any other claims or causes of actions relating to the performance of either party under this Independent Consultant Agreement and/or Consultant's purchase of Products shall be settled totally and finally by arbitration in the City of New York, State of New York, in accordance with the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association. This obligation to arbitrate shall survive termination or expiration of this Agreement. Any modification of this arbitration provision shall not apply retroactively to any dispute which arose or which TBSAH had notice of before the date of modification.

14.4. Injunctive Relief. Consultant agrees that, upon a breach of this Independent Consultant Agreement by Consultant, TBSAH will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Consultant agrees that the remedy at law for any breach of any provision of the Independent Consultant Agreement shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, TBSAH shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of the Independent Consultant Agreement and/or to compel specific performance of this Independent Consultant Agreement.

14.5. Costs and Expenses. TBSAH shall be entitled to its cost and expenses, including reasonable attorneys' fees, in enforcing its rights under the Independent Consultant Agreement.

14.6. Indemnification. Consultant agrees to indemnify and hold harmless TBSAH, its subsidiaries, affiliates, and their members, shareholders, officers, agents, employees, and directors, from and against any claim, demand, liability, loss, cost or expense, including, but not limited to, court costs or attorneys' fees, asserted against or suffered or incurred by any of them by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, Consultant's: (i) activities as a Consultant of TBSAH including, without limitation, any unauthorized representations made by Consultant; (ii) breach of the terms of the Independent Consultant Agreement or other Policy Documents; or (iii) violation of or failure to comply with any applicable federal, state or local law or regulation.



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- 14.7. Survival. The covenants and obligations of Consultant to abide by the non-solicitation and confidential information covenants contained herein shall survive termination of the Independent Consultant Agreement.
- 14.8. Remedies Not Exclusive. All rights, powers and remedies given to TBSAH are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of TBSAH to exercise any power or right under the Independent Consultant Agreement or to insist upon strict compliance by Consultant with any obligation or provision shall constitute a waiver of TBSAH's right to demand exact compliance therewith. Waiver by TBSAH can be effective only in writing by an authorized officer of TBSAH.
- 14.9. Louisiana and Montana Residents Only. Louisiana residents may bring an action against TBSAH with jurisdiction and venue as provided by Louisiana law. A Montana resident may cancel the Independent Consultant Agreement within 15 days of the date of enrollment and may return the Beauty Kit for a full refund within such time.

## 15. MISCELLANEOUS PROVISIONS

- 15.1. Amendment. We reserve the right to update and amend the terms of the Independent Consultant Agreement from time to time and at our discretion. Any change or update will become effective 10 days from the date of its publication on Business Hub or any other official publication.
- 15.2. Entire Agreement. This Independent Consultant Agreement and the other Policy Documents constitute the entire agreement between the parties relating to the subject matter hereof and cancel and supersede all prior agreements and understandings, whether written or oral, between the parties with respect to such subject matter.
- 15.3. Severability. If under any applicable law or rule of any applicable jurisdiction, any provision of the Independent Consultant Agreement is held to be invalid or unenforceable, the remainder of the Independent Consultant Agreement will be interpreted as best to effect the intent of the parties hereto. The remaining provisions of the Independent Consultant Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Independent Consultant Agreement.
- 15.4. Notice. Except as expressly set forth herein, any communication, notice or demand of any kind whatsoever, shall be in writing and delivered either (i) by electronic communication (email or facsimile), (ii) personally or by same day local courier services or overnight express delivery services; or (iii) by registered or certified mail, postage pre-paid, return receipt requested. Notices delivered personally, by overnight express delivery service or by local courier service shall be deemed given as of actual receipt. Electronic communications shall be deemed given upon confirmation of transmission by the transmitting equipment. Mailed notices shall be deemed given three Business Days after mailing. "Business Day" means any Monday through Friday other than any such day which, in the State of New York, is a legal holiday or a day on which banking institutions are authorized or required by law or regulation to close. Any party may change its address for notice by giving written notice to the other in the manner provided in this Section.
- 15.5. Affiliate. For purposes of this Independent Consultant Agreement, and "Affiliate" shall mean, as to any individual or business entity, any other individual or business entity that, directly or indirectly, controls, is controlled by or is under common





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control with such individual or business entity. For purposes of this definition, “control” of an individual or business entity means the possession, directly or indirectly, of the power (i) to vote or control more than 50 % of the voting equity or (ii) to direct or cause the direction of management and policies of such individual or business entity, whether through equity ownership, by contract or otherwise.

## **16. CONTACT US**

- 16.1. Notice to TBSAH. Except as otherwise set forth herein, any notice to be served should be sent to TBSAH by prepaid post to its corporate office at 148 Lafayette Street, 5<sup>th</sup> floor, New York, NY 10013.
  
- 16.2. Contact. If you have any questions or concerns, including regarding this Independent Consultant Agreement or the other Policy Documents, please contact us at: Email: [usconsultant.support@thebodyshop.com](mailto:usconsultant.support@thebodyshop.com) Telephone: 1-800-263-9746 (option 1 for English, then option 4 for TBSAH).

