

# KARA VITA

## Sales Consultant Agreement

### Kara Vita

### Code of Ethics

Our motto at Kara Vita is “**Not for some of us, for every one of us!**” Does your dream include personal growth, achievement, recognition, a little money or a business of your own? At Kara Vita, we believe that each of us can attain our dreams by helping others to achieve theirs. It is with this in mind that we seek the best for our Guests, Hosts, Sales Consultants, Corporate Associates and all whose lives we touch.

Everyone associated with Kara Vita takes pride in practicing the highest level of personal integrity. We believe in and live by the Code of Ethics, pledging to support each other in upholding the principles of our Company.

As a Kara Vita Sales Consultant, I agree that my business success is directly related to three things:

- The quality and appeal of the Kara Vita products I represent
- The service I provide to my Guests and Hosts
- The support and training I give to the new Sales Consultants I sponsor.

The provisions in Kara Vita’s Code of Ethics are based upon the highest standards of business ethics and practices. As a Kara Vita Sales Consultant, I agree to follow these provisions as a minimum standard of professional conduct.

**1. I agree to provide outstanding personalized customer service.**

As a Kara Vita Sales Consultant, I will use the materials and information provided by the Company to inform my Customers, Guests and Hosts about the products, the suggested retail prices, the Host Award program, the Product Guarantee and the delivery process.

If a customer should receive a defective or damaged product, I will follow Company procedure to ensure it is replaced quickly. I will also honor a Customer’s request to take advantage of the Product Guarantee by immediately refunding the amount of the purchase, following the Kara Vita guidelines for product returns.

**2. I agree to present the Kara Vita business opportunity fairly.**

As a Kara Vita Sales Consultant, I will share with each prospective Sales Consultant accurate information about the Company, its policies, its products, its compensation plan and the initial investment required to become a Sales Consultant. Kara Vita does not recommend that Sales Consultants make inventory stock investments; therefore, I will refrain from making such a recommendation to those I sponsor. Because I value my own professional integrity, I will not make negative comments concerning the products or opportunities of other companies.

**3. I agree to support other Kara Vita Sales Consultants.**

As a Kara Vita Sales Consultant, I recognize that each of us profits when the Company fulfills its mission to bring dermatological-quality skin care to consumers at prices that represent exceptional value. Since Kara Vita has no rigid group boundaries, I will encourage those I sponsor to have a spirit of cooperation with other Kara Vita Sales Consultants, looking for opportunities in the local area to get together for idea sharing and/or local training meetings. I will take the responsibility to encourage, support and train those Sales Consultants I personally sponsor into the business and from whose performance I will ultimately benefit financially.

**4. I agree to support Company policies and procedures.**

As a Kara Vita Sales Consultant, I will promote Company programs and promotions to customers and other Sales Consultants, and adhere to all Company policies, including Kara Vita’s Internet policies. I will also provide the Company with candid feedback regarding the effectiveness of the programs and promotions in benefiting my Customers, my business, and all Sales Consultants.

**Date of New Consultant Business Launch:** \_\_\_\_\_ **Business Launch to be held by:** \_\_\_\_\_

### I hereby acknowledge . . .

That I have read and understood the Articles in the Sales Consultant Agreement and Code of Ethics and that, upon acceptance by Kara Vita confirmed by receipt of a Sales Consultant number, I will be granted the rights of a Kara Vita Sales Consultant. I agree to abide by the terms set out in this contract and the Code of Ethics for Kara Vita as amended from time to time. I confirm that I am eighteen (18) years of age or over.

(initial) \_\_\_\_\_ The cost of the New Consultant Business Kit is \$125. Please ship my Business Kit to the address below, and bill the listed credit card.

Applicant Signature \_\_\_\_\_

Applicant Name (**Please Print Clearly**): \_\_\_\_\_

Address: \_\_\_\_\_

Ship to Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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Applicant Social Security Number

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Date of Birth -- (Month / Day/ Year):

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Credit Card Number

3-Digit Number  
On Back of Card

Expiration Date : \_\_\_\_\_ Name as it appears on Card: \_\_\_\_\_  
(mo/year)

Sponsor Name: \_\_\_\_\_

Sponsor ID Number: \_\_\_\_\_

Applicant’s choice of six-digit letter/number pass code: \_\_\_\_\_

On behalf of Kara Vita, Inc.

# KARA VITA

## Kara Vita Sales Consultant Requirements:

1. Be of legal age in your state of residence.
2. Have a valid Social Security number.
3. Be a citizen of and reside in the United States, or have the proper immigration status to operate a for-profit business.
4. Have a valid credit card: Visa or Master Card.
5. Be able to access the Internet, and have a current E-mail address.
6. Maintain a checking account.
7. Host a Business Launch Clinic

To be successful in your new business we encourage you to take advantage of all training and support made available to you by the company and your sponsor.

### General

You and Kara Vita agree as follows.

- 1.1 In this agreement:
    - (1) "The Company" means Kara Vita, Inc.
    - (2) "You" means the Sales Consultant.
    - (3) Compensation Plan means the Kara Vita Rewards Compensation Plan, as amended from time to time.
    - (4) All other capitalized terms have the meanings given in the Compensation Plan.
  - 1.2 You will receive bonus payments in accordance with the terms of the Compensation Plan
- Either you or the Company may terminate this agreement at any time with ten (10) days' written notice.

### **Consultants' Rights**

- 2.1 You may terminate this agreement at any time without penalty by giving ten (10) days' written notice to Kara Vita at the Company's address, 2440 30<sup>th</sup> Avenue North; St. Petersburg, FL 33713
- 2.2 Where notice of termination is given not more than ten (10) days after the date of this agreement, the Company will repay you within fourteen (14) days any monies which you have paid to the Company under this agreement less:
  - (1) Any amount due from or paid by you for products which you have sold;
  - (2) An amount equal to the value of any other product which has been delivered to you and which you have not returned to the Company or delivered to a person designated by the Company to receive it;
  - (3) Where any product so returned has deteriorated and its deterioration was the result of an act or default on your part, an amount equal to the reduction of its value resulting from such deterioration.
- 2.3 Where notice to terminate is given by you, the Company will buy back product and current sales aids which you have purchased in the last twelve (12) months that are in a marketable condition at a price which is not less than ninety percent (90%) of the price which you paid for the product less any bonuses paid to you in connection with that purchase.
- 2.4 You will be discharged upon termination of this agreement from all contractual liabilities with the Company in connection with your position as a Sales Consultant except:
  - a. Liabilities relating to payments made to you under contracts which you have made that obligate the Company (*subject to paragraph 4 "Independent Status" below*);
  - b. In a case where termination does not give rise to the right described in paragraph 2.2, any liability to pay the price of goods already sold to you by the Company.
- 2.5 Your rights under this paragraph 2 are subject to the Company's right to require the payment of all sums paid or credited to you as a bonus in respect of any such product.

### **Consultants' Obligations**

- 3.1 You confirm that you have the opportunity to participate in the Compensation Plan and agree to abide by the Code of Ethics, and by any amendments or additions thereto sent to you from time to time, as if they were sent out and incorporated in this agreement.
- 3.2 You will conduct your business in accordance with the Company's trademark policies and advertising regulations set out in the Company's literature.
- 3.3 You will comply at all times with reasonable instructions given to you by the Company in relation to the ordering of product for resale for your business as a Kara Vita Sales Consultant.
- 3.4 In particular you agree to comply with the following obligations:
  - a. You will comply with all laws relating to the conduct of your business as a Kara Vita Sales Consultant and to the promotion and sale of products such as those supplied by the Company
  - b. You will conduct your business as a Kara Vita Sales Consultant in an ethical and honest manner in accordance with the Code of Ethics, and do nothing that may harm or damage the reputation of that business or the Company, or bring the Company into disrepute.
  - c. You will conduct, control, and be personally responsible for all business as a Kara Vita Sales Consultant yourself. You will not assign or transfer or share in whole or in part such business or any right or obligation under this agreement (*which is personal to you*) to or with any other person, firm, or company, without the Company's prior written consent.
  - d. You will not make any claims for the Company's products or business, which are not set out in (*or are contrary or inconsistent with*) the Company's literature or directions.
  - e. You will pay for all purchases via credit card (*Master Card or Visa*) with an amount available to cover all purchases. Orders will be shipped upon receipt and clearance of payment.

### **Independent Status**

- 4.1 You will be a self-employed independent contractor and not an employee, representative or agent of the Company or any other Sales Consultant.
- 4.2 You will not make any contract as agent for the Company without the Company's express prior written consent.
- 4.3 You will be solely and personally responsible for all Federal and State taxes on income you receive as a Kara Vita Sales Consultant.
- 4.4 Your business as a Kara Vita Sales Consultant will be in every respect independent of the Company's business and of any other business, and you will conduct it as such.

### **Sponsoring**

You may sponsor others as prospective Kara Vita Sales Consultants in accordance with procedures set out in the Compensation Plan.

### **Termination**

The Company may terminate this agreement immediately by notification to you in writing if you commit any breach of this agreement of the **Code of Ethics** (*see page one of the Agreement*) or if you enter bankruptcy proceedings.

**Kara Vita, Inc.**  
2440 30<sup>th</sup> Avenue North  
St. Petersburg, FL 33713

Phone: 407- 888-9020  
Fax: 407-888-6866  
www.karavita.com