

Lemongrass Spa Products, LLC

Consultant Agreement

Enroll online at [www.LemongrassSpa.com](http://www.LemongrassSpa.com) or your Lemongrass Consultant's replicated website

(please print clearly)		
*Consultant Name:		
*Address:		
*City:	State:	Zip/Postal Code:
(include area code)	(include area code)	(include area code)
*Phone (h)	*(c)	(w)
*E-mail:		
(1099 tax purposes)		
*Social Security Number:	*Sponsor's Name	
*Date of Birth		

## **TERMS AND CONDITIONS**

- 1. Entire Agreement.** This Lemongrass Spa Products Consultant Agreement is subject to acceptance by Lemongrass Spa Products, LLC ("Lemongrass Spa Products" or "Company"). Upon acceptance by Lemongrass Spa Products, this agreement, together with the Lemongrass Spa Products Compensation Plan (the "Compensation Plan") and Business Entity Registration Form (if applicable), which are incorporated by reference, shall constitute the entire agreement (the "Agreement") between Lemongrass Spa Products and the above-named Lemongrass Independent Consultant ("Consultant" or "you"). The Independent Consultant Agreement supersedes all previous, contemporaneous, inconsistent agreements, negotiations, representations, and promises between the parties, written or oral, regarding the subject matter of the agreement. There are no oral or written collateral representations, agreements or understandings except as specifically set forth in the Independent Consultant Agreement.
- 2. One Account Per Consultant.** An Independent Consultant may hold only one account under a single Enroller. A person may not be a party to more than one Independent Consultant Agreement or hold, directly or indirectly, any interest in an additional Independent Consultant Agreement, including an Independent Consultant Agreement operated by a Business Entity.
- 3. Business Entities.** A corporation, limited liability company, partnership or trust may apply to become an Independent Consultant. A corporation, limited liability company, partnership or trust that has completed an Independent Consultant Agreement and submitted a properly completed Business Entity Registration Form that has been approved by Lemongrass Spa Products is referred to in this Agreement as a "Business Entity." All sales and sponsorship activities of an Independent Consultant that is a Business Entity must be conducted only by the Beneficial Owners of the Business Entity; these activities cannot be conducted by persons (including employees or contractors) who are not Beneficial Owners of the Business Entity.
- 4. Amendments.** Lemongrass Spa Products reserves the right to amend this Agreement (including the Compensation Plan) and Consultant agrees to be bound by all such amendments. Amendments to this Agreement shall be effective thirty (30) days after publication of notice that the Agreement has been amended or modified. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Lemongrass Spa Products'/Independent Consultant's virtual office; (2) Lemongrass Spa Products email; or (3) Lemongrass Spa Product's Consultant Community Facebook group. Amendments to this Agreement shall not apply retroactively to conduct or activities that occurred

prior to the effective date of the amendment. Upon the effective date, amendments shall be binding and a Consultant's continued performance of the Agreement or a Consultant's acceptance of any benefits, commissions or bonuses under the Agreement shall constitute Consultant's acceptance of such amendments.

- 5. Independent Contractor Status.** It is expressly understood that upon executing this Agreement Consultant shall at all times be an independent contractor who is responsible for her or his own business activities with sole control over the manner and means of her or his performance under this Agreement. Consultant is solely responsible for setting her or his work hours and for paying expenses incurred by Consultant in the operation of her or his business. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE NOT AN EMPLOYEE OR AGENT OF LEMONGRASS SPA PRODUCTS, LLC AND YOU WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES. You acknowledge that Lemongrass Spa Products is not responsible for income withholding and that it will not withhold or deduct any tax from your commissions or bonuses, if any.
- 6. Capacity.** I have full legal capacity to enter into this Agreement in the state in which I reside. I agree to comply with all laws, rules and regulations governing the conduct of my business.
- 7. Starter Kit and Buy Back Policy.** You agree to purchase a currently available Consultant Kit or Digital Enrollment. The purchase of this kit or digital enrollment is the only purchase required to conduct business as a Lemongrass Spa Products Consultant. A Consultant who has paid for their Kit and elects to terminate this Agreement may return the Kit for a refund provided that (i) the Kit is in its original packaging, undamaged and resalable, and (ii) returned to Lemongrass Spa Products within twenty (20) days from the date of termination. If a terminating Consultant has purchased products, Lemongrass Spa Products will issue a refund or credit for any products purchased by the terminating Consultant provided that: (i) the products are unopened and returned to Lemongrass Spa Products within twenty (20) days from the date of termination; (ii) the Consultant provides proof that she or he purchased the products from Lemongrass; (iii) the products were purchased within 12 months preceding the date of termination, and (iv) the products are undamaged and are current and resalable (12 month requirement not applicable to residents of Maryland, Wyoming, Massachusetts and Puerto Rico). Refunds are also subject to a ten percent (10%) handling fee. Shipping costs are not refundable. "Current and resalable" means any product being offered for sale by Lemongrass on the date it sends or receives notice of the Consultant's termination and that is in current packaging and has ample shelf life remaining. A Kit is "resalable" if the complete contents of the kit are returned in the original packaging.
- 8. Ethical Marketing.** Independent Consultants shall safeguard and promote the good reputation of Lemongrass Spa Products. Independent Consultants shall at all times conduct their Lemongrass Spa Products business activities in a manner that reflects favorably on Lemongrass Spa Products' products and the good name, goodwill and reputation of Lemongrass Spa Products. Independent Consultants shall not engage in deceptive, misleading, or unethical conduct or practices that are or might be detrimental to Lemongrass Spa Products, its products, or the public, including, without limitation, disparagement of Lemongrass Spa Products or other Lemongrass Spa Products Independent Consultants. Independent Consultants shall comply with all laws, rules, regulations and governmental requirements applicable to the operation of their Lemongrass Spa Products business, including the marketing, promotion and sale of Lemongrass Spa Products goods. In addition, Independent Consultants shall: (i) not publish or use any misleading or deceptive advertising material regarding Lemongrass Spa Products; (ii) honor the Lemongrass Spa Products Product Guarantee with respect to all Lemongrass Spa Products goods; (iii) not make any statements, representations, guarantees or warranties regarding Lemongrass Spa Products goods or the Compensation Plan that are inconsistent with those set forth in the Independent Consultant Agreement and Lemongrass Spa Products marketing materials; (iv) distribute the Lemongrass Spa Products goods only as shipped by Lemongrass Spa Products, unopened and with all documentation, packaging and other supplemental materials intact; and (v) not alter or modify any Lemongrass Spa Products product or packaging, or take any action that affects or could affect the appearance, quality, content or performance of any Lemongrass Spa Products product.

**9. Detrimental Conduct Prohibited.** As a Lemongrass Consultant, you agree to avoid conducting business in a manner that is detrimental to Lemongrass Spa Products or other Lemongrass Consultants. “Detrimental conduct” is conduct that is damaging, harmful or injurious to Lemongrass Spa Products or another Lemongrass Consultant.

**10. Onboarding A New Consultant.** As an enroller of a new Consultant, properly onboarding your new recruit is crucial for their success in Lemongrass Spa. Effective onboarding provides access to essential tools like the Virtual Office, Lemongrass Central, communication channels, and key contacts, enabling them to navigate resources and processes efficiently. This fosters community, boosts productivity, builds confidence, and aligns them with the company’s mission. If a new Consultant enrolls under you and contact isn’t made within seven (7) business days of enrollment, Lemongrass, in its discretion, reserves the right to reassign the Consultant to ensure they receive proper guidance and leadership.

**11. No International Marketing.** Consultant may only operate a Lemongrass Spa Products business or engage in Lemongrass Spa Products business activities in countries in the United States or US Military bases. Lemongrass Spa Products goods or sales aids may not be shipped into or sold in any foreign country, including, but not limited to, Canada.

**12. Excess Inventory.** To prevent stockpiling of excess inventory, Independent Consultants must certify that they have sold at least 70% of the Lemongrass Spa Products goods purchased in their previous product order. Lemongrass Spa Product’s obligation to repurchase products will not apply with respect to any Lemongrass Spa Products goods that an Independent Consultant falsely claimed were previously sold. Furthermore, falsely representing the sale of Lemongrass Spa Products goods shall be grounds for termination of an Independent Consultant Agreement.

**13. Bonus Buying Prohibited.** Lemongrass Spa Products prohibits bonus buying. Bonus buying is any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers and includes, but is not limited to:

- Purchasing more products than a Consultant can reasonably be expected to sell or use in a Commission Period
- Purchasing products for a fictitious customer(s)
- Purchasing products through a nonexistent person or business entity or other artifice
- The enrollment of individuals or business entities without their knowledge of and/or execution of an Agreement by such individuals or business entities
- The fraudulent enrollment of an individual or entity as a Consultant or customer.
- The purchasing of products, services or other items on behalf of another Consultant or customer or under another Consultant or customer’s I.D. number to qualify for commissions or bonuses.
- Unauthorized use of a credit card by a Consultant when the customer is not the account holder of such credit card.
- Lemongrass Spa Products retains the right to limit the amount of purchases a Consultant may make if it believes, in its discretion, that those purchases are made solely for compensation or qualification purposes instead of for resale or business building. Lemongrass Spa Products may revoke a rank advancement if it was earned in violation of this policy.

**14. Order Validation.** Lemongrass Spa Products, in its sole discretion, reserves the right to review orders submitted by Lemongrass Spa Consultants or customers for accuracy and legitimacy with regards to adequately collecting for shipping and the proper distribution of any company-sponsored rewards programs. The Company may request a revision to the order to bring it into compliance or cancel all or part of the order as a remedy.

**15. Non-Solicitation.** During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, Consultant shall not directly or indirectly, on their behalf or on the behalf of any other person or entity, call upon or solicit or attempt to call upon or solicit any Lemongrass Consultant to terminate or alter his or her business relationship with Lemongrass Spa Products. "Solicit" as used in this paragraph shall include recruiting or sharing information about another direct sales or network marketing business opportunity with any Lemongrass Consultants or customers.

**16. Conflicts of Interest.** During the term of the Independent Consultant Agreement, a Lemongrass Spa Products Independent Consultants shall not represent (as an independent sales representative, employee or in any other capacity) any other direct sales company, which sells skincare, bodycare and makeup as its primary product offering(s) (a "competing direct sales company"). If an Independent Consultant is found to be representing a competing company with Lemongrass Spa Products, his or her Agreement with Lemongrass Spa Products shall be subject to termination. If an Independent Consultant is representing a competing company at the time she or he enrolls with Lemongrass Spa Products, they will have 30 days to submit proof of their resignation from the competing company or access to their virtual office will be suspended immediately and their Agreement with Lemongrass Spa Products may be terminated. Additionally, during the term of the Independent Consultant Agreement, Lemongrass Spa Products Independent Consultants shall not offer products or represent any other income opportunity unrelated to Lemongrass Spa Products with or in conjunction with the sale or marketing of Lemongrass Spa Products goods or in connection with any Lemongrass Spa Products Consultant activity or function (example; team meeting). If an Independent Consultant is engaged in any non-Lemongrass Spa Products direct sales, party plan or network marketing program, it is the responsibility of the Independent Consultant to ensure that his or her Lemongrass Spa Products business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

The Independent Consultant shall not use his or her Lemongrass Spa Products business as a mechanism for growing their other, non-Lemongrass Spa Products direct selling or MLM business. This includes utilizing customer data, downline Consultant data or any other proprietary information that otherwise would not be available to him or her were it not for the fact that they are a Lemongrass Spa Products Consultant to cross-recruit into another direct selling opportunity.

Independent Consultants may not offer or promote any non-Lemongrass Spa Products opportunity, products, services or opportunity at any Lemongrass Spa Products-related meeting, seminar, conference, webinar, regional training meeting, or other company sponsored or company co-sponsored function.

An Independent Consultant may not represent Lemongrass Spa Products and another direct sales business or MLM opportunity simultaneously at expo events, business opportunity fairs or similar gatherings. During the term of this Consultant Agreement a Consultant at the rank of Director or higher may not be eligible for some benefits and incentives outside of the Compensation Plan if that Consultant also is promoting, marketing or selling the products, services or programs offered by any other direct selling business, regardless of whether the products, services or programs are related to skincare or whether they compete with Lemongrass Spa Products.

**17. Non-Disparagement.** Consultant agrees to refrain from making disparaging, untrue or misleading comments about Lemongrass Spa Products, its owners and employees, other Lemongrass Consultants or the Lemongrass Spa Products Compensation Plan. Lemongrass Spa Products agrees to refrain from making disparaging, untrue or misleading comments about Consultant.

**18. Ownership and Use of Confidential Information.** You acknowledge that Lemongrass Spa Products owns all product, Lemongrass Consultant and Lemongrass customer information and data that may be provided to you, including but not limited to Consultant and customer contact and profile data, Consultant downline reports, and any and all Lemongrass Spa Products marketing materials (collectively,

“Confidential Information”). You agree that you will not use or disclose Confidential Information to any person except as expressly permitted by this Agreement and will take all reasonable precautions to prevent any unauthorized dissemination of Confidential Information, both during and after the term of this Agreement. Upon written request by Lemongrass Spa Products, you agree to return to Lemongrass Spa Products all Confidential Information in your possession, including all copies. This obligation to protect and not disclose Confidential Information shall survive any cancellation or termination of the Independent Consultant Agreement and be effective and binding upon any former Independent Consultant for a period of two (2) years following termination of the Independent Consultant Agreement

**19. Security of Confidential Information.** All Independent Consultants must adopt, implement and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and customer data. Appropriate safeguards for electronic and paper records may include but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; and (iii) password-protecting computer files or locking up physical files containing confidential information or customer Data. Independent Consultants must keep customer data and other confidential information secure from all persons who do not have legitimate business needs to see or use such information. If Independent Consultants dispose of any paper or electronic record containing customer data and other confidential information, Independent Consultants shall do so by taking all reasonable steps to destroy the information by: (i) shredding; (ii) permanently erasing and deleting; or (iii) otherwise modifying the customer data and other confidential information in those records to make it unreadable, un-reconstructible, and indecipherable through any means. Upon request, a Consultant will certify to Lemongrass Spa Products that all forms of the requested personal information have been destroyed and will describe any exceptions. Independent Consultants must comply with all applicable privacy and data security laws, including security breach notification laws. Without limitation of the preceding sentence, in the event of an actual or suspected security breach affecting customer data, the applicable Independent Consultants shall promptly notify the affected customers and the Lemongrass Spa Products Home Office in writing after becoming aware of such security breach and specify the extent to which customer data was or was suspected to be disclosed or compromised and shall promptly comply with all applicable information security breach disclosure laws. Consultants, at their expense, shall cooperate with Lemongrass Spa Products and applicable customers and use their best efforts to mitigate any potential damage caused by a security breach, including by sending notice to the affected individuals, state agencies and consumer reporting agencies, if such notification is required by law.

**20. Medical Claims and Product Testimonials.** No Consultant may make any claim that Lemongrass Spa Products are useful in the treatment, prevention, diagnosis or cure of any disease. No skin structure or function related claims can be made, either. These medical claims regarding Lemongrass Spa Products are strictly prohibited per the FTC (Federal Trade Commission).

**21. Income Disclaimer.** LEMONGRASS SPA PRODUCTS MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE INCOME, IF ANY, THAT YOU MAY EARN AS A LEMONGRASS CONSULTANT. THE SUCCESS OR FAILURE OF EACH CONSULTANT, LIKE ANY OTHER BUSINESS, DEPENDS UPON EACH CONSULTANT’S OWN SKILLS AND PERSONAL EFFORT.

**22. Websites and Electronic Communication.** Lemongrass Spa Products’ website, [www.lemongrassspa.com](http://www.lemongrassspa.com) or replicated websites, [www.ourlemongrassspa.com/ID](http://www.ourlemongrassspa.com/ID), is viewed as a tool for previous customers to re-order products or the Internet user who happens upon the site in order to find out more information about Lemongrass Spa Products and the products and services it offers. Because of this philosophy, Lemongrass Spa Products strictly monitors individualized Consultant websites that are not replicating websites offered by Lemongrass Spa Products whose primary purpose is to promote their Lemongrass Spa Products business. This is to maintain continuity with respect to branding, logos and product information contained on the [www.lemongrassspa.com](http://www.lemongrassspa.com) corporate website. Consultants who

operate an independent website agree to make changes to the appearance and content of such sites if requested to do so by Lemongrass Spa Products.

**23. Linking, Emails and Text Messages.** Lemongrass Spa Products allows linking *from* external, third-party web sites to [www.lemongrassspa.com](http://www.lemongrassspa.com) or [www.ourlemongrassspa.com/ID](http://www.ourlemongrassspa.com/ID). Linking is subject to approval from the Lemongrass Home Office. Approval will be based upon appropriate content from the linking site and appropriate content is judged solely in the discretion of Lemongrass Spa Products. "Spam linking" is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards, social media sites or forums. This includes blog spamming, blog comment spamming and/or spamdexing. Spam linking by Consultants, including posting links or redirects to social media profiles or the Lemongrass website, is strictly prohibited. In addition, Lemongrass Spa Products does not permit Consultants to send unsolicited commercial e-mails or text messages unless such e-mails and text messages strictly comply with applicable laws and regulations including, without limitation, the Federal CAN-SPAM Act. Each Consultant must ensure that any e-mail or text advertisement or solicitation that promotes Lemongrass Spa Products complies with all applicable laws and regulations.

By clicking Agree, you expressly consent to receive text messages from Lemongrass Spa Products, including but not limited to promotional messages, sales offers, updates on initiatives, and other communications related to our products or services. These messages will be sent to the mobile phone number you provide using an automatic telephone dialing system or other automated technology.

You are not required to provide this consent as a condition of becoming a Consultant or purchasing any goods or services from Lemongrass Spa Products. You may opt out of receiving text messages at any time by replying "STOP" to any message received or by contacting us at [admin@lemongrassspa.com](mailto:admin@lemongrassspa.com) to be put on a do-not-text list. Message and data rates may apply.

**24. Social Media & Digital Marketing.** Should Consultant utilize social media and digital marketing in promoting her or his Lemongrass Spa Products business, including but not limited to blogs/individual websites, web forums, Facebook, Instagram, Twitter, LinkedIn, YouTube, Pinterest, or other online platforms, Consultant agrees to each of the following:

- Consultants must conspicuously identify themselves as an independent Consultant in all advertising, directory listings, promotional material, social media postings, and other forums in which they promote Lemongrass Spa Products' products, services and/or business;
- No product sales or enrollments may occur on any social media site. Consultant must complete all sales and enrollments in his or her virtual back office or on Lemongrass's corporate website;
- It is Consultant's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, Consultant must abide by the site's terms of use, and all other rules of the site;
- Consultant may utilize assets provided by Lemongrass Spa Products in social media posts and as background images, but the avatar or main image may not be a Lemongrass Spa Products logo or image utilized by Lemongrass Spa Products;
- Consultant may not imply exclusivity or ownership of a specific geographical area in a social media profile, post or website; and
- Consultants may promote prices, special, promotions or programs offered by Lemongrass Spa Products. Consultant may only advertise personal specials, prices or promotions through direct one-to-one communications in person, email, direct or private message, telephone, text or direct mail.

**25. Trademarks and Trade Names.** The name "Lemongrass Spa Products" and the other terms listed below are proprietary trade names, trademarks and service marks solely and exclusively owned by Lemongrass Spa Products (collectively "Marks"). Lemongrass Spa Products grants to each Consultant a limited,

nonexclusive, non-transferable license to use the Marks during the term of this Agreement provided that such use complies with the terms of this Agreement. Consultant shall not use anything confusingly similar to the Marks in any email address, website domain name or social media name or address. Consultant shall also not use any Mark or any derivative or variation of such Marks or anything confusingly similar in meta tags, key words, pay-per-click and/or other Search Engine Optimization (SEO) strategy.

- Lemongrass Spa Products
- Fresh Clean and Natural
- Fresh, Inspired, Clean Beauty

As an Independent Consultant, you may use the Lemongrass Spa Products name in the following manner:

Independent Consultant's first and last name  
Lemongrass Spa Products Independent Consultant (or Career Title)

*Example:*

Alice Smith  
Lemongrass Spa Products Independent Consultant

- 26. Copyrights.** The content of all Lemongrass Spa Products-sponsored training events is copyrighted material. Independent Consultants may not produce for sale or distribution any recorded Lemongrass Spa Products training events or speeches without written permission from Lemongrass Spa Products, nor may Independent Consultants reproduce for sale or for personal use any recording of Lemongrass Spa Products-produced audio or video presentations.
- 27. Photo and Video Release.** Consultant grants to Lemongrass Spa Products an unrestricted license to use, publish, edit and distribute to the public by any means of transmission, distribution or communication, including but not limited to, the internet, and in audio visual works, photographs, sound recordings, advertising, promotional and marketing materials, Consultant's name, likeness, image, photograph, biographical information, voice, opinions, comments or statements. This authorization may be cancelled upon receipt by Lemongrass Spa Products of a written notice of cancellation.
- 28. Media Inquiries.** The corporate office initiates all regional and national press opportunities on behalf of all Independent Consultants. This includes, but is not limited to, TV, radio, newspaper, Internet, gifting suites, award shows, celebrity partnerships and magazine features. Consultants must direct any questions or media opportunities of this nature to [admin@lemongrassspa.com](mailto:admin@lemongrassspa.com) and include full contact details for the referring media outlet.
- 29. Change of Sponsor.** Lemongrass Spa Products does not permit an Independent Consultant to change Sponsors following enrollment. An Independent Consultant wishing to change Sponsors may do so only if he or she voluntarily terminates his or her Independent Consultant Agreement by giving written notice to Lemongrass Spa Products and does not participate in the Lemongrass Spa Products program in any capacity (e.g., no purchases of Lemongrass Spa Products goods for resale, no sales of Lemongrass Spa Products goods, no sponsoring, no attendance at any Lemongrass Spa Products functions, no participation in any other form as an Independent Consultant, no operation of any other Lemongrass Spa Products business) for a period of four (4) consecutive calendar months. Following the four-month period of inactivity, the former Independent Consultant may reapply under a new Sponsor; however, the former Independent Consultant's Downline will remain under his or her original Sponsor.
- 30. Sales Receipts.** All Independent Consultants must provide their Retail Customers with two copies of an official Lemongrass Spa Products sales receipt at the time of the sale (one hard copy and one electronic via e-mail at time of credit card processing). These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Independent Consultants must

maintain all retail sales receipts for a period of two (2) years and furnish them to Lemongrass Spa Products upon request. In addition, Consultants must orally inform the buyer of his or her cancellation rights.

**31. Re-packaging and Re-Labeling Prohibited.** The Company's products may be sold only in their original packaging. Independent Consultants may not repackage, re-label or alter the labels on the Company's products in any way. Tampering with labels or packaging could be a violation of federal and state laws and could result in civil or criminal liability. Independent Consultants may affix a personalized sticker with contact information to packaging, as long as existing labels or text, graphics or other material on the product label is not covered. The sale or distribution of sample products except those specifically made by Lemongrass Spa Products is strictly prohibited. Distributing "hand-made" sample products may result in termination of the Agreement.

**32. Commercial Outlets.** Independent Consultants may not sell Lemongrass Spa Products goods from a commercial outlet, nor may Independent Consultants display or sell the Company's products in any retail or service establishment. Only Lemongrass Spa Products-approved marketing material may be displayed. Consultants are allowed to sell products in established by-appointment-only licensed operations such as hair salons, chiropractor's offices and esthetician studios. Online auctions and/or sales facilitation websites, including, but not limited to, Amazon, LTK, eBay and Craigslist constitute commercial outlets and may not be used to sell Lemongrass Spa Products items.

**33. No Exclusive Territories.** There are no exclusive territories granted to any Independent Consultant. Lemongrass Spa Products accepts enrollment from Independent Consultants with APO, FPO and DPO addresses. Those Independent Consultants living on a U.S. military base may conduct parties only on base and sell only to others residing on a U.S. military base or within the United States. It is essential that prior to making any sales or conducting any parties on any military installation or base, Independent Consultants must first determine whether the installation or base allows direct selling. If so, the Independent Consultant must obtain any permissions that are necessary prior to making any sales or conducting parties. The failure to do so could constitute a violation of military regulations. A United States-based address may not be used to circumvent this policy for any reason. No warranties, exchanges or refunds will be granted to Company products known to be sold outside of authorized territories.

**34. Division of a Lemongrass Spa Products Business.** Lemongrass Spa Products Independent Consultants sometimes operate their Lemongrass Spa Products businesses as husband-wife teams. In the event of a divorce, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other Upline or Downline businesses. In the event of a divorce, the divorcing spouses must submit to Lemongrass Spa Products a certified copy of any legal judgment or divorce decree, or otherwise submit a document bearing the notarized signatures of both parties to Lemongrass Spa Products specifying the ownership and/or how future commission and bonus checks should be paid. During the divorce process, the parties must adopt one of the following methods of operation:

One of the parties may, with consent of the other, operate the Lemongrass Spa Products business pursuant to an assignment in writing whereby the relinquishing spouse authorizes Lemongrass Spa Products to deal directly and solely with the other spouse.

The parties may continue to operate the Lemongrass Spa Products business jointly on a "business-as-usual" basis, whereupon all compensation paid by Lemongrass Spa Products will be paid according to the status quo as it existed prior to the divorce filing. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses be divided into separate businesses. Similarly, under no circumstances will Lemongrass Spa Products split commission and bonus checks between divorcing spouses. Lemongrass Spa Products will recognize only one Downline Organization and will issue only one commission check per Lemongrass Spa Products business per commission cycle. Commission checks shall always be issued to the same individual or entity.

- 35. Succession.** Upon the death or incapacitation of a Lemongrass Spa Products Consultant who has attained the level of Director or higher, the rights of such deceased or incapacitated Consultant under this Agreement may be passed to his or her successors or heirs provided the following conditions are met: (i) the successor or heir must complete and submit a Lemongrass Spa Products, LLC Consultant Agreement and such Agreement must be accepted by Lemongrass Spa Products; (ii) the successor or heir must meet all of the qualifications for the deceased or incapacitated Consultant's status, including but not limited to, maintaining Title commitments relating to monthly sales (depending on Title, team volume and training minimums); and (iii) the successor or heir must provide legal documentation of the right to be a successor or heir such as a valid assignment, will or trust. Notwithstanding the foregoing, Lemongrass Spa Products reserves the right to approve or deny a transfer to a successor or heir pursuant to this paragraph in its sole discretion. Except as may be permitted pursuant to this paragraph, the assignment, sale, transfer, delegation or other disposition of the rights, benefits and obligations under an Independent Consultant agreement are prohibited.
- 36. Consultant Commission and Payment Process.** Lemongrass Consultants are initially paid 25% commission on sales, not including taxes or shipping. In addition, bonuses, free products and supplementary commissions are awarded to individuals for exceptional performance, according to the Compensation Plan Summary. Consultants are responsible for collecting payment from customers at the time the order is placed. When accepting check payments from customers, they should be made payable to the Consultant and NOT Lemongrass Spa Products, LLC. Orders placed to Lemongrass Headquarters will be paid for using Visa, MasterCard, or Discover credit or debit cards before being shipped. Orders are accepted via the website using our ordering software ([www.ourlemongrassspa.com/](http://www.ourlemongrassspa.com/) your ID#). If you accept credit cards from customers, Lemongrass will provide credit card services to you at no charge. You retain the commissions upon placement of your order and we will process and retain funds received from those transactions. Orders will not be shipped until Lemongrass Spa Products, LLC has received payment for the order. If an individual customer's credit card is declined for their order, they will not receive their order until other payment arrangements are made and processed. If a Consultant pays Lemongrass Spa Products with a personal check and there are more than three (3) returned checks in a twelve (12) month period, Lemongrass Spa Products retains the right to *only* accept credit card, cash, money order or a cashier's check as a form of payment for the subsequent 12 months from that Consultant.
- 37. Order Deadlines.** All party orders and retail orders must be successfully submitted before 11:59:59 pm Pacific Time on the last calendar day of the month in order to be included in a Consultant's Personal Volume for that month and to be counted for sales contests, incentives, etc. Lemongrass Spa Products reserves the right to require different order deadlines for special order types. All executed Independent Consultant Agreements and product orders must be sent to Lemongrass Spa Products within seventy-two (72) hours from the time they are signed by an Independent Consultant or placed by a Customer, respectively.
- 38. Shipments.** After Lemongrass Spa Products has accepted and processed an order, it will use reasonable efforts to ship the order to the address specified in the order using a carrier chosen by Lemongrass Spa Products. Risk of loss or damage will pass to the ordering Independent Consultant upon the carrier's confirmation of delivery to the specified address. Orders are shipped on Business Days only and allow up to seven business days for order processing and additional transit time. Orders can be shipped only to a street address within the 50 United States, the District of Columbia, or Military APO/FPO or Military P.O. Box addresses. Lemongrass Spa Products will use reasonable efforts to fill Independent Consultants' and Customers' orders but will not be liable for any damages arising from any failure to fill orders or any delay in delivery.
- 39. Adjustments for Returned Products.** Independent Consultants receive Bonuses, Commissions or Overrides based on the actual sales of products to end-consumers. When a product is returned to Lemongrass Spa Products for a refund or is repurchased by the Lemongrass Spa Products, any of the following may occur at the Company's discretion: (1) the Bonuses, Commissions or Overrides attributable to the returned or repurchased product(s) will be deducted from payments to the Independent Consultant

and Upline. Independent Consultants who received Bonuses, Commissions or Overrides on the sales of the refunded product(s), in the month in which the refund is given and continuing every pay period thereafter until the commission is recovered; (2) the Independent Consultant or Upline Independent Consultants who earned Bonuses, Commissions or Overrides based on the sale of the returned product(s) will have the corresponding amounts deducted from their Team Volume in the next month and all subsequent months until it is completely recovered; or (3) the Bonuses, Commissions or Overrides attributable to the returned or repurchased product(s) may be deducted from any refunds or credits to the Independent Consultant who received the Bonuses, Commissions or Overrides on the sales of the refunded product(s).

**40. Missing Items/Refund Requests.** An Independent Consultant shall respond within two (2) business days to a customer's request for assistance regarding missing items or a refund. The Consultant is obligated to send any missing items to the customer within five (5) business days following a request for assistance via a delivery method that includes a tracking number. If a customer does not receive a response to a request for assistance from the Independent Consultant from whom he or she purchased the product within five (5) business days, Lemongrass Spa Products, at its sole discretion, will refund the verified purchase amount and/or replace any damaged products and seek reimbursement from the Consultant. If an Independent Consultant fails to reimburse Lemongrass Spa Products within five (5) days following a request for reimbursement, Lemongrass Spa Products reserves the right to terminate that Independent Consultant's Agreement and seek all available legal remedies to recover the reimbursement amount.

**41. Excessive Return/Exchange Activity.** If an Independent Consultant returns or exchanges products valued at more than \$500 in any 12-consecutive month period, the home office reserves the right to treat the refund or return request as the Consultant's voluntary termination of the Consultant Agreement. Lemongrass Spa Products reserves the right to refuse returns and exchanges on products that it reasonably suspects were purchased through unauthorized sellers or methods.

**42. Term, Renewal and Termination:**

(a) Term and Renewal. Unless terminated earlier pursuant to section (b) or (c) of this paragraph, the term of this Agreement shall be one (1) year from the date of acceptance by Lemongrass Spa Products (the "Effective Date"). This Agreement may be renewed every twelve (12) months on the anniversary of the Effective Date, subject to your payment of the applicable renewal fee (\$15.00). Lemongrass Spa Products reserves the right to accept or reject any renewal in its sole discretion.

Termination by Consultant. Consultant has the right to terminate this Agreement at any time, for any reason. Notice of termination must be submitted in writing to Lemongrass Spa Products at its principal place of business in a manner specified in Paragraph 50 below.

Termination by Lemongrass Spa Products. Lemongrass Spa Products may terminate this Agreement at any time and for any reason in its sole discretion upon thirty (30) days' written notice. Lemongrass Spa Products may immediately terminate this Agreement in the event of your death or any breach by you of any provision of this Agreement. Lemongrass Spa Products may also terminate this Agreement if Consultant fails to personally generate at least \$50 in Personal Volume in whole or in part during a consecutive two (2) month period. Termination shall be effective on the date on which notice is sent or when you receive actual notice of termination, whichever occurs first. Lemongrass Spa Products shall not be required to have any reason or to prove any cause in order to terminate this Agreement. If and when this Agreement is terminated, Consultant shall have no claim against Lemongrass Spa Products based on such termination, nor any right to claim or collect future lost profits, lost opportunities or any other damages arising from such termination. Termination will result in the loss of all rights and benefits as a Lemongrass Independent Consultant. This includes the right to sell Lemongrass Spa Products goods and services and the right to receive future Commissions, Bonuses or other income resulting from the sales and other activities of the Independent Consultant's former Downline sales Organization. In the event of Termination, Independent Consultants agree to waive all rights they may have, including, but not limited to, property rights to their former Downline Organization and to any Bonuses, Commissions or other remuneration derived from the sales and other activities of his or her former Downline Organization.

- 43. Disciplinary Sanctions.** In addition to the right to terminate this Agreement with or without cause pursuant to Paragraph 41 above, Lemongrass Spa Products reserves the right to impose appropriate sanctions upon Consultant's breach or failure to comply with any provision of this Agreement as determined by Lemongrass in its sole discretion, including but not limited to suspension, withholding of commissions, or realignment of Consultants in your downline.
- 44. Indemnification/Offset.** Consultant agrees to indemnify and hold harmless Lemongrass Spa Products, LLC, its managers, owners, officers, employees, agents and assigns from and against any damages, claims or liabilities and expenses (including attorneys' fees) arising from or incident to Consultant's: (a) activities as a Lemongrass Independent Consultant including, without limitation, any unauthorized representations about Lemongrass Products or potential earnings; (b) any negligent, reckless or intentionally wrongful act of Consultant or anyone acting on her or his behalf including with respect to claims by third parties related to infringement of third party intellectual property rights; (c) a determination by a court or agency that the Consultant is not an independent contractor, (d) breach by Consultant or anyone acting on her or his behalf of any of the terms of this Agreement; or (e) failure to comply with applicable laws, rules or regulations. Lemongrass Spa Products shall have the right to offset any amounts owed by Consultant to Lemongrass Spa Products against the amount of any commissions or bonuses owed to Consultant to the fullest extent permitted by applicable law.
- 45. Limitation of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LEMONGRASS SPA PRODUCTS AND ITS OFFICERS MANAGERS, OWNERS, EMPLOYEES, AGENTS AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND CONSULTANT HEREBY RELEASES THE FOREGOING FROM, AND WAIVES ANY CLAIM OF ANY SPECIAL INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST BUSINESS, AND LOST OPPORTUNITIES, HOWEVER CAUSED, ARISING OUT OF THIS AGREEMENT OR OTHER MATTERS BETWEEN MYSELF AND LEMONGRASS SPA PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY, OR OTHERWISE), EVEN IF LEMONGRASS SPA PRODUCTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 46. Force Majeure.** Lemongrass Spa Products shall be excused for failure to perform under this Agreement where such failure results from circumstances beyond the control of Lemongrass Spa Products including, without limitation, such circumstances as fire, storm, flood, earthquake, strikes, work stoppages or slowdowns, delay or failure of transportation or supplies, acts of the public enemy, terrorist attacks, acts of God or other acts or occurrences beyond the reasonable control of Lemongrass Spa Products.
- 47. Injunctive Relief.** Either Lemongrass Spa Products or Consultant may apply to a court of competent jurisdiction for temporary, preliminary or permanent injunctive relief if relief available in arbitration is likely to be ineffectual. Consultant agrees that a request for injunctive relief may be heard and determined by a Court in Tampa, Florida or in the county and state in which Consultant resides to the exclusion of all other venues and forums and Consultant waives any and all objections to such venue and consents to personal jurisdiction in such venue.
- 48. Governing Law/Venue/Arbitration.** This Agreement is governed by the laws of the State of Florida without regard to any state's conflicts of laws rules that may result in the application of the laws of any other jurisdiction. Except in situations in which injunctive relief is sought, Lemongrass Spa Products and Consultant mutually agree to resolve any disputes exclusively through final and binding arbitration before a single arbitrator. This arbitration agreement is governed by the Federal Arbitration Act and shall survive the termination of this Agreement and shall apply to any and all claims between Consultant and Lemongrass Spa Products arising out of or relating to this Agreement, including but not limited to compensation Consultant has received and any termination of this Agreement.

If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery. The demand for arbitration must include a statement of the legal and factual basis of the claim(s).

Class Action Waiver. You agree that by entering into this agreement to arbitrate you waive your right to have any dispute or claim brought, heard or arbitrated as a class or collective action, and an arbitrator shall not have any authority to hear or arbitrate any class or collective action (“**Class Action Waiver**”). Notwithstanding any other clause contained in this Agreement or the JAMS Rules, as defined below, any claim that all or part of this Class Action Waiver is unenforceable may be determined only by a court of competent jurisdiction and not by an arbitrator.

Any arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures (“**JAMS Rules**”), which may be found at [www.jamsadr.com](http://www.jamsadr.com); however, if there is a conflict between the JAMS Rules and the terms of this Agreement, the terms of this Agreement shall govern. The arbitrator shall be an attorney preferably with experience in direct sales. Unless otherwise agreed to by the parties, the arbitration shall take place in Tampa, Florida. The arbitrator’s costs and fees and any fees to JAMS for administering the arbitration shall be born equally by Lemongrass Spa Products and Consultant. The arbitrator shall have the power to order that the non-prevailing party reimburse the prevailing party for such fees and costs. The arbitrator may award any remedy available under applicable law. The arbitrator shall apply the state, federal or local substantive law, as applicable, to the claims asserted. The party in whose favor the arbitration award is rendered shall be entitled to recover their reasonable attorney’s fees, in addition to any other amounts awarded.

The arbitrator’s decision or award shall be in writing with findings of fact and conclusions of law, and a court of competent jurisdiction will have authority to enter judgment upon the arbitrator’s award/decision.

- 49. Severability.** If any provision of the Independent Consultant Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.
- 50. Right to Set-Off.** Consultant agrees that Lemongrass Spa Products may deduct, withhold, set-off, or charge any form of payment the Consultant has previously authorized, any amounts that Consultant owes or is indebted to Lemongrass Spa Products.
- 51. Notices.** Unless otherwise provided in this Agreement, any notice or other communication required to be given under this Agreement shall be in writing and shall be deemed effective if delivered personally or by commercial messenger or courier, by confirmed facsimile or electronic mail, or if mailed by U.S. registered, certified or express mail to (i) Lemongrass Spa Products at 720 Anclote Road, Tarpon Springs, Florida 34689, and (ii) to Consultant as the address provided by Consultant at the time of the submission of this Agreement, unless notice of an address change has been received by Lemongrass Spa Products. If notice is sent by mail, delivery shall be deemed effective three (3) days after the date of mailing.

---

Signature