

**Please fill out completely. Print legibly, do not abbreviate and use black ink.**

The Consultant verifies that the following information is accurate and shall become part of this agreement. Consultant has read and understood the General Terms and Conditions of this Agreement (printed on the reverse side of this page) and hereby accepts such Terms and Conditions.

**Check one\*:**  **\$99 OPTION START-UP**

Includes \$200 retail jewelry sample pack +  
 Start-up fee and Tote Bag (\$60 plus tax)

**OPTION 2 START-UP**

Includes \$1,000 retail in jewelry +  
 Start-up fee and Tote Bag (\$60 plus tax)

**Language** (for future use):  English  Spanish  Bilingual (English/Spanish) \_\_\_\_\_

Social Security #\*: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Legal Name\*: \_\_\_\_\_  
(As stated on your income tax return)

Date of Birth\*: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Home Address\*: Street \_\_\_\_\_

City\*: \_\_\_\_\_ State\*: \_\_\_\_\_ Zip Code\*: \_\_\_\_\_

County\*: \_\_\_\_\_

Home Phone #\*: \_\_\_\_\_ Cell Phone #\*: \_\_\_\_\_

Work Phone #\*: \_\_\_\_\_ Email Address\*: \_\_\_\_\_

Shipping Address (if different from home address): Street \_\_\_\_\_

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

(Note: FedEx does not deliver shipments to P.O. box addresses. FedEx shipments must be sent to your home or private mail box address.)

Name and ID # of Consultant who is sponsoring you\*: \_\_\_\_\_ ID#: \_\_\_\_\_

Sponsor Phone #\*: \_\_\_\_\_

This Agreement is subject to acceptance by the company at its offices in Tustin, CA. Such acceptance is conditioned upon receipt of a jewelry product package by Consultant. This is the only Agreement between the parties and does not constitute the Independent Consultant as an employee of the Company. Signature below signifies customer has read and agrees to both side (page) 1 and side 2 of this Agreement.


**Under penalties of perjury, I certify that:**

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person.

The Internal Revenue Service does not require your consent to any provision of this document other than these certifications required to avoid backup withholding.

New Consultant Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*Required fields (required to receive jewelry).



**Are you interested in earning \$50 and other gifts from your first recruit through our QuickSuccess Program?**

YES  NO  MAYBE

**FOR OFFICE USE ONLY**

Date \_\_\_\_\_ CSR # \_\_\_\_\_ TER \_\_\_\_\_ New ID \_\_\_\_\_ Invoice #1 \_\_\_\_\_ Invoice #2 \_\_\_\_\_ Total \_\_\_\_\_

# COOKIE LEE INC. – INDEPENDENT CONSULTANT AGREEMENT – GENERAL TERMS AND CONDITIONS

This agreement, made on the date listed on the reverse side, by and between Cookie Lee Inc. (hereinafter called “Cookie Lee” or “Company”) a California corporation with its principal place of business located at 15771 Red Hill Ave., Tustin, CA 92780, and the Consultant (hereinafter called “Consultant”) whose signature, name and address appears on the reverse side. Cookie Lee is engaged in the sale of jewelry, related accessories (hereinafter called “products”) under the registered trademark of “Cookie Lee”; and the Consultant is an independent contractor and will not be treated as an employee for Federal Tax purposes; the Consultant purchases the products of the company for resale, thereby establishing the relationship of the seller and purchaser between these parties; and; the Company is interested in the sale of the products and the establishment and maintenance of both the good will and image of the Company and the products; and the Consultant is equally concerned in promoting the sale of the products and the good will of the product’s name and trademark;

## **THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS: THE CONSULTANT AGREES:**

1. To effectuate and promote sales of Company products by following and promoting the Company’s policies, programs & procedures.
2. To present Cookie Lee products and all facts concerning a Cookie Lee career in a truthful, sincere and honest manner and to hold Company harmless from any type of advertising (including yellow pages advertising) or literature (excluding sales literature and advertising formats supplied by Company) without the Company’s prior written permission.
3. To protect my Cookie Lee business and the Company from false, deceptive or misleading advertising. I agree not to use Company’s trademarks or trade names in any type of advertising (including yellow pages advertising) or literature (excluding sales literature and advertising formats supplied by Company) without the Company’s prior written permission.
4. To reflect the highest standards of integrity, honesty and responsibility in dealings with customers and fellow Consultants.
5. As an independent contractor, to provide Cookie Lee with a valid and verifiable Social Security or Tax ID number, file all reports required by law and at all times to abide by federal, state and local law requirements of every nature in conjunction with my Cookie Lee business hereby assuming sole liability for all Self Employment (Social Security) and Income Taxes due on income earned in connection herewith. As an independent contractor, the Consultant is not an employee and will not be treated as such for Federal Tax purposes.
6. That each order submitted to the Company shall be accompanied by Visa®/MasterCard®/Discover®/American Express®, for the amount due.
7. That all orders submitted are subject to acceptance by the Company at its offices at Tustin, California, and to the terms of this Agreement and that all sales are final.
8. That Consultant has no power or authority to incur any debt, obligation, liability or contract on behalf of the Company.
9. That claims considered only for items damaged in-transit or for manufacturer defects. It is Consultant’s responsibility to promptly, carefully inspect goods upon receipt of goods. No return merchandise accepted without prior Company

authorization. No returns considered unless made within seven days after receipt of goods.

10. I understand that there may be an annual subscription fee which enrolls me for all client mailings for one year. Each Client’s mailing may include Consultant’s name, address and primary telephone number as furnished to other active Cookie Lee Consultants, selected by the Company in order to assure that these clients will have the opportunity to continue to purchase and enjoy the use of Cookie Lee products.
11. Consultant must be at least 18 years of age and possess a valid, verifiable Social Security or Tax ID number.
12. The Consultant agrees not to compete or in any way enter into the jewelry or fashion accessories business or purchase jewelry from any company other than Cookie Lee while an active Consultant of Cookie Lee, and for a period of one (1) year after submitting a registered letter to Cookie Lee stating their desire to be removed from Cookie Lee’s “Active Consultant” status, or for a period of one (1) year after being removed from “Active Consultant” status. The training that the Company provides is valued at over \$1,000. Therefore, should the Consultant violate this covenant, the Consultant further agrees to pay to Cookie Lee damages amounting to \$1,000, and any legal costs of both parties.
13. Consultants must purchase a minimum of \$300 in wholesale, commissionable jewelry within 12 months, starting from their sign-up date, and every anniversary thereafter. Consultants have until the last business day of their sign-up anniversary month to fulfill this requirement. Any purchases made in the month a Consultant signs up do NOT count toward fulfillment of the annual \$300 minimum wholesale requirement.

## **THE COMPANY AGREES:**

1. To manufacture and make available to Consultants quality jewelry and to provide for Consultants the most liberal discount structure and highest commission opportunity possible, consistent with sound business practices.
2. To pay Consultant commissions calculated in accordance with the then current, Company-published Career Path.
3. No geographical or territorial restrictions or limits are imposed on Consultants with respect to sales or recruiting efforts.
4. That it reserves the right to alter, modify, or change discount, commission and transportation provisions at any time upon ten (10) days prior written notice to the Consultant.
5. That it does not reserve the right of direction or control with respect to activities of the Consultant, other than the right to question results and to terminate this agreement if the Consultant violates any covenant contained herein.

THIS AGREEMENT IS NOT SUBJECT TO ALTERATION, MODIFICATION OR CHANGE, EXCEPT IN WRITING, SIGNED BY AUTHORIZED EXECUTIVE OF THE COMPANY. NOTHING CONTAINED IN THE AGREEMENT IMPOSES ANY OBLIGATION ON EITHER CONSULTANT OR THE COMPANY TO ENTER INTO ANY FURTHER CONTRACT WITH OR HAVE ANY FURTHER DEALINGS WITH THE OTHER. This is the sole and only Agreement between the parties and does not constitute the Consultant an employee of the Company. This Agreement is subject to acceptance by Company. Signature on opposite Side 1 indicates customer has read and agrees to above terms.

