



CONSULTANT APPLICATION & AGREEMENT

This application is for informational use only. Its purpose is to outline the information required to become a Princess House Consultant. DO NOT mail or fax this application to Princess House. To process an application, you must visit your recruiter's web page and enter the required information. Applicants must be 18 years of age or older and legal residents of the U.S. or its territories to apply. Please read the Independent Consultant Agreement prior to submitting an application.

Form fields for personal information: FIRST NAME, MIDDLE NAME (OPTIONAL), LAST NAME, SOCIAL SECURITY NO., ADDRESS LINE 1, HOME PHONE, ADDRESS LINE 2, CELL PHONE, CITY, STATE, ZIP, BIRTH DATE, MONTH, DAY, YEAR (REQUIRED), HAVE YOU EVER SIGNED A PRINCESS HOUSE CONSULTANT AGREEMENT?, E-MAIL ADDRESS, PREFERRED PHONE CONTACT METHOD, E-MAIL ADDRESS MUST NOT BE DUPLICATE OF ONE THAT IS ALREADY ON FILE AT PRINCESS HOUSE.

PLEASE COMPLETE THE FOLLOWING SECTIONS WITH YOUR ORGANIZER

Form fields for organizer information: UNIT ORGANIZER'S NAME, AREA ORGANIZER'S NAME, RECRUITING CONSULTANT'S NAME, DIVISION ORGANIZER'S NAME, I.D. NO.

STARTER KIT INFORMATION & PAYMENT

Starter Kit \$199 (2200)* (minimum \$75 deposit required)

Your printed materials will be provided in the language selected above.

*Plus tax.

Table for Starter Kit Information & Payment: STARTER KIT PRICE, % STATE & LOCAL SALES TAX, TOTAL COST, LESS DEPOSIT, BALANCE DUE.

SPECIAL SHIPPING INSTRUCTIONS

(Complete only if Kit is to be shipped to address different from applicant's address.)

Form fields for shipping information: NAME, ADDRESS, CITY, STATE, ZIP

Form for credit card information: VISA, MasterCard, DISCOVER NETWORK, EXPIRATION DATE, BILLING ZIP CODE, CREDIT CARD NO., CARDHOLDER'S SIGNATURE REQUIRED IF CARDHOLDER IS NOT THE APPLICANT.

By entering credit card information, you are authorizing Princess House to charge your credit card any price difference or taxes due.



INDEPENDENT CONSULTANT APPLICATION & AGREEMENT

I wish to become an independent consultant (a "Consultant") for Princess House, Inc. ("Princess House") and in connection with my application to Princess House to become a Consultant I am entering this Agreement. I certify that (a) I am at least 18 years of age and a legal resident of the United States of America or its territories, (b) the Social Security Number I have provided to Princess House together with this Agreement is my correct Social Security Number; (c) I am not subject to backup withholding (having a certain percentage of my income remitted directly to the Internal Revenue Service). In consideration of Princess House granting me the right and privilege to resell Princess House products, I agree that my relationship will be governed by the following terms and conditions:

I. INDEPENDENT CONTRACTOR RELATIONSHIP

- Scope of Agreement.** My relationship with Princess House is set forth in this instrument and in the following, all of which are available via the princesshouse.com website and on the **Consultant's Corner** link from the main page of the princesshouse.com website (the "Website"): (i) the **Consultant's Policies and Procedures**; (ii) the **Website Acceptable Use Policy and Privacy Policy**; (iii) the **Social Media Digital Marketing Policies and Procedures**; (iv) the **Princess House Sales Compensation Plan**; and (v) such other guidelines pertaining to Consultants as are posted on the Website from time to time ((i) through (v) are referred to as the "Policies"). This instrument and all of the Policies are referred to as the "Agreement." Princess House reserves the right to change the Policies at any time upon written notice. My continued selling of Princess House products will signify my agreement to these changes.
- Independent Contractor Status.** Princess House and I intend that I am entering this Agreement as an independent contractor and not as an employee, agent, joint venturer or franchisee with Princess House. **I understand that I will not be treated as an employee for Federal, state or local tax law purposes.** I will be solely responsible for paying all expenses incurred by me, including but not limited to travel, lodging, secretarial and administrative, telephone, postage and other expenses. If I receive income (inclusive of the value of incentives) in excess of \$600, as such amount may be adjusted in accordance with law, Princess House will report income to me on IRS Form 1099. I agree to report all such income to the appropriate taxing authorities. As an independent contractor conducting my own business, I will be responsible for filing all federal, state and local tax returns and for paying my own income and self-employment taxes. I will not be eligible for and will not participate in any pension, health care, or fringe benefit plan sponsored by Princess House and I will not be covered by its workers' compensation or unemployment insurance. I will therefore be responsible for obtaining any type of insurance, including health insurance, that I am required or desire to obtain from a source other than Princess House. If I apply for health insurance through the Health Insurance Marketplace or a State insurance exchange under the Affordable Care Act, I will not identify Princess House as my employer.
- Not an Agent.** I will not be an agent for Princess House and may not incur any debts, contracts, obligations or liabilities on behalf of Princess House.
- Standard of Conducting My Business.** I will not engage in any deceptive, false, unethical or unlawful consumer or recruiting practice or violate any applicable laws or regulations. I will present Princess House products and facts concerning my relationship with Princess House in a truthful and honest manner. I understand that Princess House is a member of the Direct Selling Association ("DSA") and as such it provides certain assurances under the DSA Code of Ethics, including provisions dealing with the return of inventory. I also understand that I must abide by the DSA Code of Ethics and I am aware that a copy of the current DSA Code of Ethics can be found on the DSA Website (www.dsa.org) or that I may obtain a copy from Princess House through the Princess House Website. In my activities to recruit other persons to become independent Princess House Consultants I will not make any statements about earning potential that are not truthful and accurate or that are deceptive in any manner. I will indemnify Princess House for any damages resulting from my unlawful or unfair business practices and/or misrepresentations or violation of law. I understand that unless I become eligible to participate in the Princess House Organizer Program and the provisions of Part III below become applicable, I am not restricted from selling, reselling or promoting products of other direct sales companies.
- Conflicting Obligations.** I represent and warrant that I have no agreements, relationships, or commitments to any person or entity that conflict with the provisions of this Agreement. My obligations to Princess House under this Agreement or my ability to conduct a business as an independent Consultant of Princess House, are in accordance with this Agreement.
- Authorization to Contact me by Telephone.** As an independent Consultant who buys and sells products for resale through my own business, Princess House and I must routinely communicate with each other via U.S. mail, telephone, email, text, video conference, and other means to (i) receive information about available products and promotions, (ii) process orders, (iii) make or arrange payments, and (iv) to conduct other business. Regardless of any listing on a federal or state **Do Not Call** registry, I specifically authorize Princess House to call the residential, business or cell phone numbers that I have provided in connection with this Agreement using an agent, pre-recorded messages, automated dialers, text messaging, or any other communications method or means that Princess House may choose to use from time to time. I request that any new or additional telephone numbers that I furnish to Princess House be incorporated by reference into this authorization. I can revoke these authorizations by contacting Princess House by phone or by email using the customer service contact information published on the Website.

II. SALE OF PRINCESS HOUSE PRODUCTS

- Share + Earn Kit.** I agree to purchase a Share + Earn Kit for \$199.00 which is the only purchase required by me to conduct business as a Princess House independent Consultant. I understand that I have the option of paying only a \$75.00 deposit down and may apply profits earned by me under the **Princess House Sales Compensation Plan** to pay the balance. If I decide to discontinue my business as a Princess House independent Consultant, I understand that my right to return Princess House marketable products, including Share + Earn Kit products, is described in the **Consultant's Policies and Procedures**.
- Promotion of Princess House Products and Princess House Brand.** I will positively, actively and enthusiastically present, promote and sell Princess House products in only a sincere, honest and

ethical manner. I will exercise my best efforts to uphold and honor the Princess House name and its reputation for personal service, professionalism and quality products in accordance with the Policies. Any claims made by me about my Princess House business, including, without limitation, claims pertaining to earnings ability or product-related claims, shall be in accordance with the Policies.

- Sale Process.** Princess House will sell products to me at suggested retail prices and remit to me profits (based on a Consultant's discount) in accordance with the **Princess House Sales Compensation Plan**. My earnings and success will depend upon my resale of Princess House products directly to consumers at home parties and through other company regulated direct selling techniques, my recruiting of other successful independent Consultants into the Princess House business, my own skill level and control over the expenses that I incur in my business, and the amount of time that I am prepared to devote to my business. **I understand that earnings of Princess House independent Consultants can vary significantly from person to person and that there is no guaranty regarding my level of earnings.**
- Product Prices.** Princess House reserves the right to discontinue products or change prices, bonuses, discounts or incentive programs at any time upon notice. All orders that I place are subject to acceptance by Princess House.
- Direct Sales Only.** I understand that the success of Princess House and its independent Consultants depends upon direct selling methods to consumers in accordance with the Policies. For this reason, I will not sell Princess House products to or through retail stores, flea markets or other fixed commercial establishments. Nor will I sell Princess House products via the Internet unless authorized to do so as part of a company sponsored/regulated program.
- Sales Tax.** When my orders for products are placed with Princess House, sales tax is charged on the actual retail price, taking into account any discounts applied. I agree to be bound by all sales tax collection agreements between Princess House and all appropriate taxing jurisdictions. As an accommodation to me, Princess House is authorized to aggregate the sales tax I have collected on my sales to customers and remit the sales tax to the appropriate taxing jurisdictions.
- Warranty and Disclaimer.** Princess House makes no representations or warranties to me regarding Princess House products other than as set forth in product packaging. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRINCESS HOUSE DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRINCESS HOUSE PRODUCTS, WHETHER EXPRESS OR IMPLIED.

III. PRINCESS HOUSE ORGANIZER PROGRAM

- Eligibility.** I understand that in order to be eligible to participate in the Princess House Organizer Program, I must first meet the requirements as set forth in the **Princess House Sales Compensation Plan** in effect from time to time (the "Sales Plan").
- Additional Agreement Terms Applicable to Organizers.** I also understand that my acceptance of the opportunity to participate in the Princess House Organizer Program will constitute my agreement as follows:
 - That Princess House may, in its sole discretion, revise the Sales Plan (including provisions concerning profits and other earnings) from time to time; and my continued engagement after such revisions constitutes my agreement to these revisions and a legally binding amendment of this Agreement, the Guide and the Sales Plan.
 - That the Sales Plan requires that, in order for me to earn Incentive Overwrites, I must positively promote Princess House and Princess House products and provide regular leadership, training, motivation and guidance to Consultants and Organizers within my sales group(s), in addition to meeting the other sales and maintenance requirements established from time to time by Princess House. If, in the opinion of Princess House, I am not providing such promotion, leadership, training, motivation and guidance, Princess House may, in its sole discretion, discontinue paying me Incentive Overwrites.
 - That Princess House Organizers are not guaranteed any specific amount of earnings and an Organizer has no vested property right to receive Incentive Overwrites, profits or other earnings from Princess House. An Organizer's right to receive any earnings from Princess House depends on Princess House's determination that the Organizer is entitled to earnings under the terms of the Sales Plan and the policies and procedures provided in the Guide, as those documents may be revised at the sole discretion of Princess House.
 - That as a Princess House Organizer, I may not sell, resell or promote products of other direct sales companies.
 - That as a Princess House Organizer, during the 12-month period immediately following any termination of this Agreement I will not solicit or otherwise attempt to persuade any Princess House Consultant or Organizer who is a member of my former sales group to cease to be such a Consultant or Organizer and/or sell products of any other direct sales company, and agree that during the 90-day period immediately following any termination of this Agreement not to make any such solicitations of or any such attempts to persuade any Princess House Consultant or Organizer who is not a member of my former sales group. Princess House may enforce its rights under this Section by an action of specific performance in addition to an action for monetary damages. If I breach or violate the terms of this Section, Princess House may terminate this Agreement effective immediately upon notice. The provisions of this Section shall survive any termination or cancellation of this Agreement.

IV. USE OF TRADEMARKS AND CONFIDENTIAL INFORMATION

- Trademarks, Logos, Etc.* "Princess House" and the other trademarks, trade names, service marks and logos appearing on the Website and in sales literature and other marketing materials produced by Princess House are proprietary trademarks of Princess House. Except for sales literature, marketing materials, and sample products which Princess House sells or otherwise provides to me, or as provided in the Policies, I will not use or display Princess House trademarks, trade names, service marks, logos appearing on the Website and copyrighted materials of Princess House without Princess House's prior written consent.
- Proprietary Information.* I hereby acknowledge and agree that all customer information, transaction or financial information accessible via the Website, other information regarding other Princess House Consultants or Organizers, product development information, financial data and marketing materials shall be the proprietary and confidential information of Princess House ("Proprietary Information") and I will take reasonable precautions to prevent the unauthorized disclosure of Proprietary Information. I will not use any Proprietary Information after this Agreement terminates. During the term of the Agreement, I will not use the Proprietary Information in any way that adversely affects Princess House or otherwise benefits a competitor or another direct selling company. I will not use Proprietary Information to sell products or services other than Princess House products and services. I will not solicit or persuade any Princess House Consultant or Organizer to promote or sell the products or services of another company, direct sales company or otherwise. I understand that unless I become a Princess House Organizer, this provision does not prohibit me from working for or having a business relationship with a competitor to Princess House, but requires me not to use, share or otherwise communicate Proprietary Information or trade secrets to perform services for a competitor.
- Breach and Consequences.* I agree that a breach of Sections 1 and 2 of this Part IV shall cause irreparable harm to Princess House and that Princess House will be entitled to injunctive relief in the event of any breach. Upon Princess House's reasonable written request, I agree to return to Princess House all Proprietary Information.

V. PUBLICATION RELEASE

- Grant of Rights.* I grant to Princess House and / or its agents the absolute and irrevocable right to use my photograph, likeness, images and / or recorded voice, and my biographical information (collectively, "My Information") in marketing, promotional, training and / or advertising videos, audiotapes, brochures, books, press releases, catalogues, and / or other printed or media materials of the Company (the "Company Materials") for an unlimited number of times and through any medium, including the Internet and social media websites such as Facebook, Twitter, Pinterest and Instagram, for an unlimited period of time.
- No Additional Compensation.* I understand that I will not be paid additional compensation for the use of My Information and waive any right to residual income, royalties and any other income or payment for the use of My Information. I further understand that Princess House's use of My Information may continue even if my affiliation with Princess House as an independent Consultant and this Agreement terminates.
- Release.* I further release Princess House, its agents, owners, directors, officers and employees from any liability or obligation that may arise as a result of the use of My Information. This release survives the termination of this Agreement. To the extent that My Information includes statements made by me, such statements are true and based upon my personal experience.

VI. GENERAL

- Acceptance of Agreement; Term.* This Agreement will only become effective from the date it is received and accepted by Princess House and a confirmation email is sent by Princess House. It will continue in effect until December 31 of that year and thereafter, will automatically renew for one (1) year terms.
- Voluntary Termination by Consultant.* I may terminate this Agreement at any time and for any reason by notifying Princess House in writing of my election to terminate. If I terminate this Agreement I understand that Princess House may reject any future applications by me as an independent Consultant.
- Involuntary Termination.* Princess House may terminate this Agreement at any time, with or without cause, by notifying me in writing of the election to terminate. This Agreement will automatically terminate upon my death, insolvency or bankruptcy. Without limitation of Princess House's other termination rights, Princess House may terminate this Agreement in the event of any actual or attempted assignment of the Agreement, except as permitted in accordance with the Policies, or my misrepresentation relating to Princess House products, my Princess House business, or the Princess House Consultant opportunity, or my breach of any provision of this Agreement. If Princess House terminates this Agreement it may reject any future application by me as a Consultant and pursue all applicable remedies.
- Financial Consequences of Termination.* If this Agreement is terminated for any reason I shall be entitled to be paid any amount due to me in accordance with the **Princess House Sales Compensation Plan**, which includes the right of offset for any amounts due from me to Princess House. If on termination there is a net balance due from me to Princess House, such amount shall be paid by me promptly.
- Entire Agreement.* This Agreement (including the Policies) supersedes any other oral and written agreement previously made by me and Princess House and may only be modified by written agreement signed by both parties.
- Severability.* If any provision of this Agreement shall be deemed illegal or unenforceable for any reason, then that provision shall be deemed severable and shall not affect the enforceability of any remaining provisions.
- Arbitration; Class Action Waiver.* Except as provided below, disputes under this Agreement shall be resolved exclusively through final and binding arbitration before a single arbitrator instead of filing a lawsuit in court. This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and shall apply to any and all claims arising out of or relating to this Agreement, my classification as an independent contractor, the payments received by me for providing services to Princess House or its customers, the termination of this Agreement, and all other aspects of my relationship with Princess House.
 - If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or via an express mail service providing confirmation of delivery. If I wish to initiate arbitration I must do so within six (6) months of the conduct or action giving rise to my claim and I waive any longer statute of limitations. The demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim and (3) a description of the remedy sought. Any demand for arbitration by me must be delivered to Princess House, Inc. 470 Myles Standish Boulevard, Taunton, MA 02780, Attention: President, or to such successor Chief Executive Office as Princess House shall have identified to me in writing.
 - Princess House and I mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as a class action, collective action and/or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, collective or representative action ("Class Action Waiver"). Notwithstanding any other clause contained in this Agreement or the AAA Rules, as defined below, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
 - I agree and acknowledge that entering into this arbitration agreement does not change my status as an independent contractor, that I am not an employee of Princess House or Princess Houses customers and that any disputes in this regard shall be subject to arbitration as provided in this agreement.
 - Any arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules available at www.adr.org ("AAA Rules"), except as follows:
 - The arbitration shall be heard by one arbitrator selected in accordance with the AAA Rules. The arbitrator shall be an attorney with experience in the law underlying the dispute.
 - If the parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place within fifty (50) miles of where I reside.
 - Unless applicable law provides otherwise, as determined by the arbitrator, the parties agree that the arbitrator's fees and costs shall be shared equally.
 - The arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes.
 - Except as provided in the Class Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply the state or federal substantive law, or both, as is applicable.
 - The arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions.
 - The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law.
 - Either Princess House or I may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief, to compel arbitration or for confirmation of an arbitration award.
 - Regardless of any other terms of this Agreement, claims may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate.
- Transferability.* All of my rights (including rights to earnings and privileges as a Princess House independent Consultant) provided to me by Princess House are personal to me. Neither this Agreement nor my business as a Princess House independent Consultant may be transferred or assigned by me or operated in any form of business entity except as expressly permitted in the Policies without Princess House's prior written consent. Princess House may assign this Agreement, at any time, without restriction.
- Governing Law.* This Agreement shall be governed by the laws of the State of Delaware without regard to the conflict of laws provisions and principles of such law.
- No Waiver.* I agree that any waiver of a breach, violation or a default under any provision of this Agreement, including the Policies, or any failure (on one or more occasions) to enforce any provision or to exercise any right or privilege under this Agreement, including the Policies, will not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of the provisions, rights or privileges under this Agreement or the Policies.
- Right to Ask Questions.* Prior to signing this Agreement, (i) I have been given the opportunity to review the Policies and (ii) I have been informed that I may ask questions about the sale of Princess House products, my role as an independent Princess House Consultant, the ethical obligations of a Princess House independent Consultant and the importance of the DSA Code of Ethics, factors pertaining to my opportunity to earn income, and the other matters addressed in this Agreement, including the Policies.

Retain this portion for your records.