



Terms and Conditions of Lipsynk Cosmetics Ambassador Agreement

As a Lipsynk Ambassador, I understand and agree:

1. I will promote and sell Lipsynk Cosmetics products to the customers by positively reviewing Lipsynk Cosmetics products both on line and offline. I will provide reviews in the form of pictures and/or videos. I will promote Lipsynk Cosmetics offline by positively reviewing the products and referring customers of interest to the online website www.lipsynkcosmetics.com only. I will not sell Lipsynk Cosmetics products on unauthorized websites on the internet or in public retail or service establishments. I will not resell Lipsynk Cosmetics privately. I will not present any of Lipsynk Cosmetics products provided to me as products of my own or any other cosmetics company or third party. I will present Lipsynk Cosmetics products in a truthful, sincere and honest manner and I will conduct myself in a manner that reflects the highest standards of integrity and responsibility in keeping with the reputation of Lipsynk Cosmetics.
2. Lipsynk Cosmetics Ambassador will need to purchase their lipsticks and lipgloss that they will be promoting on line/off line. This is the only cost to the Ambassador to purchase their own product that they will be wearing. Lipsynk Cosmetics will be responsible for all orders and shipping.
3. I will protect the Company's trademark and trade name by not reproducing the Company's materials for use in any advertising without the prior written approval of the Company.

4. I am an independent contractor. I am not an employee, agent, partner or franchisee of or joint venture of the Company. I cannot act on behalf of represent or execute any contracts on behalf of the Company. I do not have any authority to incur any debt, obligation or liability on behalf of the Company.
5. I have carefully read and agree to comply with the Lipsynk Cosmetics Policies and Procedures, all of which are incorporated into and made a part of these Terms and Conditions (collectively referred to as the "Agreement"). I understand that I must be in good standing and not in violation of any of the terms of the Agreement to be eligible to receive remuneration from Lipsynk Cosmetics. Lipsynk Cosmetics may amend the Agreement at its sole discretion. Amendments shall be effective as of the date of issuance. If I do not agree to any amendment, I shall cancel my Lipsynk Cosmetics Ambassador Agreement in writing no later than 30 days from the date of the issuance.
6. As an independent contractor I am responsible for all self-employment taxes, income taxes and other filings required by law and I am not covered by any State Unemployment or Worker's Compensation Act. I will not be treated as an employee with respect to the Agreement for federal state or local law tax purposes or otherwise. I agree to abide by all federal state and local laws relating to my Lipsynk Cosmetics business.
7. I will present the Company's business opportunity in a truthful manner.
8. I understand that information and materials provided to me contain confidential and proprietary information of the Company. I will not use, disclose or reproduce these materials for other than my Lipsynk Cosmetics business without the express written consent of the Company.

Lipsynk Cosmetics (“Company”) understand and agrees:

1. Lipsynk Cosmetics will provide Lipsynk Cosmetics Ambassador with a unique code that each prospective customer brought to website www.lipsynkcosmetics.com should write into the respective field on the cart page before checking out online at www.lipsynkcosmetics.com
2. Once an order is confirmed with a note in the order that includes the unique code assigned to the Lipsynk Cosmetics Ambassador, Lipsynk Cosmetics will automatically disperse commission-based percentage to Lipsynk Ambassador wallet.
3. Payment of all commissions earned will be deposited direct to an account provided by Lipsynk Cosmetics Ambassador on the 1st& 15th of each month. If the 1st or the 15th falls on a weekend or holiday the funds will be deposited the next business day. A summary of all sales will be sent via email on those days.
4. Lipsynk Cosmetics will pay the Ambassador a commission of **30%** on all sales that come in using the Ambassador unique code. Please provide me your unique code name_____.
5. In addition to commissions, Lipsynk Cosmetics may provide additional awards and privileges to “active” Lipsynk Cosmetics Ambassadors. An “active” Lipsynk Cosmetics Ambassador is one who refers 5 commissionable product sales online at www.lipsynkcosmetics.com in every rolling one - month period. Using their unique code. Lipsynk Cosmetics may in its sole discretion, grant waivers of the personal sales requirement.
6. Lipsynk Cosmetics will calculate and pay missions and overrides in accordance with the then current Lipsynk Cosmetics published commission and override schedules. Lipsynk Cosmetics may change commissions

overrides, incentive program rules and active sales requirements at any time with thirty (30) days prior written notice to independent Ambassador.

7. Lipsynk Cosmetics will not impose on Lipsynk Cosmetics Ambassador geographical territories or limits relating to sales.

General:

1. This Agreement is subject to acceptance by Lipsynk Cosmetics, LLC P.O. Box 1352, Knightdale, NC 27545
2. This agreement is effective for 12 months from the date of acceptance. It is automatically renewed for additional terms of one year.
3. Either party may terminate this Agreement immediately for cause, or without any reason upon 30 days written notice to the other
4. This agreement shall be governed by the laws of the United States as to all matter
5. Lipsynk Cosmetics may discontinue the Lipsynk Cosmetics Ambassador program at anytime
6. The Lipsynk Cosmetics Ambassador will not be treated as an employee for any reason.

Acknowledge and Agreed:

Name _____

Signature _____

Date _____