



Please complete the entire form and fax to 973.282.1282 (All information is required and confidential)

Kid Rep's Information:

First Name _____

Middle Initial _____

Last Name _____

Address 1 _____

Address 2 _____

City _____

State _____

Zip code _____

Telephone # _____

Alternate # _____

Fax # _____

Email address _____

Social Security # _____

Username/Password

(We'll e-mail you with a Username/Password to use for the Kid Rep only section of Essynce Couture's website once your contract is sent to us *(please allow 3-4 business days)* - make a note of it.)

Note: In order for us to track your sales/commissions via our website...we will provide you with a customized coupon code for your customers to use during their checkout. We will use this to identify each individual's sale/per Essynce Rep on the back-end, therefore it is important for every purchaser to input your customized "coupon code" for you to be able to obtain your commission via PayPal. If a coupon code is not entered via check out or is not mentioned when an order is called in via phone, the commission will be unable to be applied. You will receive a confirmation email, per order, that is linked to your coupon code.

Paypal Id:

(Please send us your PayPal information)

Kid Rep's Birthday (Month/Day/Year): _____

How did you hear about us?: _____

Were you referred by an Essynce Couture Kid Rep? If yes, who? _____

What is the best time to reach you? _____

How would you like to be contacted? (Telephone or E-mail): _____

Do you have any prior experience with sales? If yes, please explain...

AGREEMENT

This contract is made between **Essynce Couture, LLC**, P.O. Box 5082, Hillside, New Jersey 07205 (hereinafter "the company") and _____ (hereinafter "**the independent contractor**")

Purpose of Contract. The company is engaged in the sales of Essynce Couture products, including but not limited to clothes and Wynn Body Products and the signor is an independent contractor of Essynce Couture, LLC. This contract is made between the parties on the ____ day ____ month ____ year according to the terms and conditions as set forth in this document. This contract represents the full and final agreement of the parties.

Agreement. Now therefore, in consideration of the mutual covenants and agreements set forth herein, the parties do contract and agree as follows:

Sales Services. The independent contractor agrees to perform sales and services on behalf of the company under the terms and conditions of the contract. Such services will normally be performed at the company's client's choice of location. I understand that Essynce Couture, LLC intends to promote itself, add value and establish its brand and remain competitive in the market by delivering its products/services to clientele primarily through web sales, Essynce Couture promotional parties, advertising in magazines, on the radio, stores and more.

Independent Contractor. I am of legal age to enter into this agreement for my child or as their legal guardian in the state in which I reside (U.S. only) and of good character. I affirm, that I have never been terminated by any of my previous employers for violations of policies and procedures, code of ethics or breach of its contract.

Limited Authority. As an independent contractor, I understand that I am not an Agent of Essynce Couture, LLC. I understand that I have no power of authority to incur any debt, obligations or liability or make any promise or contract on behalf of Essynce Couture, LLC. I understand that I am not guaranteed any income, or assured any level of profit or success. I further certify that Essynce Couture, LLC has not made any claims of guaranteed earnings or success that may result from my independent business activities as an Essynce Couture Independent contractor. I understand that my success as an Essynce Couture Independent Contractor comes from my hard work, marketing, promoting, e-mailing, vendor relationships, and final sales of Essynce Couture, LLC products/services, etc.

Term. This contract shall terminate on December 31, 2015. The contract may only be terminated prior to that date according to the procedures outlined in the next paragraph. Each automatic renewal term will run from January 1 to December 31 of the subsequent calendar year. If Essynce Couture, LLC does not notify me of the need to renew by December 1, in the last effective month on any valid term, the agreement will be automatically renewed for the additional term of one year. I understand and agree that if I am notified of the need to renew on or before December 1 of any year, I will be required to complete a renewal application and agreement and return it to Essynce Couture, LLC by January 1 of the subsequent year or be terminated from the Essynce Couture, LLC program.

Termination. This agreement may be terminated by the company without cause by giving 30 days notice to the independent contractor. This agreement may be terminated by the company for cause including, but not limited to, independent contractor's fraud, misrepresentation, dishonesty, or breach of a material covenant of this contract. The company may also terminate this contract if the independent contractor is unable or unwilling to personally perform as agreed. Such termination shall be effective immediately upon written notice.

This agreement may be terminated by the Independent Contractor without cause by giving 30 days written notice to the company. This agreement may be terminated by the independent contractor for cause if the company fails to adhere to its obligations under this contract.

Manner of Payment. The independent contractor payment terms and conditions:

Payments will be made at the end of the month... once the Independent Contractor has reached at least \$100.00 in sales by the 28th day of the preceding month.

There is a \$15.00 per month membership fee for ALL of our Essynce Couture Independent Reps.

Essynce Couture requires a \$25.00 minimum per month for orders from all of its Essynce Couture Independent Reps to stay in compliance with our terms and conditions, unless the club membership will be voided.

- 1.) **Boss Level** – If an Essynce Rep sells \$750.00 per month or more he/she will earn a 25% commission on our Wynk Body Products and UPSCALE clothing personal sales.
- 2.) **Oreo Level** – If an Essynce Rep sells \$500.00 per month he/she will earn a 22% commission on our Wynk Body Products and UPSCALE clothing personal sales.
- 3.) **Cinnamon** - If an Essynce Rep sells \$100.00 per month he/she will receive an incentive selected by Essynce Couture's staff.
- 4.) **Skunky** - If an active Essynce Rep refers a friend or family member and they sign up as an Essynce Rep, the active rep's \$15.00 monthly membership fee will be waived for the following month. (one time only/per referral).
- 5.) **Website and Catalog Sales** – sells submitted to corporate by the kid reps for their customers
 - 25% discount on cash and carry Wynk Body Products (minimum of 5 items)
-Description: Products purchased wholesale
 - 20% commission on Wynk Body Products sells purchased via web, catalog, and/or via phone by your clients or yourself
 - 20% commission on Essynce Couture Upscale Clothing sells
 - Credit Card Processing for FREE - No need for a merchant account
 - Access to Online Resources – resources on essyncecouture.com - Rep LogIn page

Fringe Benefits. The compensation includes no fringe benefits. There will be no pay for vacation time, holidays, sick leave or training.

Completion Dates. The independent contractor shall perform his/her services in a professional manner through the completion of each sale. (possibly in purpose)

Scheduling. The independent contractor is free to set his/her own hours, work days, work schedule, place and manner in which sales will be performed in compliance to local, state, and federal laws.

Employment Status. I understand that I am employed as an Independent Contractor and not an employee of Essynce Couture, LLC.

Taxes. When state law requires it and as a service to my business, I understand and agree that Essynce Couture, LLC will calculate, collect, and report applicable sales tax amounts based on the products and services provided by the Essynce Couture Independent contractor.

Responsibility. The independent contractor warrants that she is responsible for the ultimate outcome of the sale. I understand and agree that I am solely responsible for all my actions in the conduct of my business. I also understand that I'm responsible for purchasing all of my marketing and advertising materials directly from Essynce Couture, LLC headquarters, unless authorized by headquarters to do otherwise.

Control. The company has no right of control or direction over the manner, means, and methods that the independent contractor will use in carrying out the terms of the contract. I agree not to use Essynce Couture, LLC name, logo, marketing products and/or services in any way for personal use.

I agree I will not make any claims regarding Essynce Couture, LLC products/services other than those specifically stated in current "Essynce Couture, LLC" literature.

As an Essynce Independent contractor I agree not to commercially market, produce, manufacture, or sell products or services in competition with Essynce Couture, LLC's current or potential product/service offerings. Such marketing activities are "commercial" if I receive direct or indirect remuneration of any kind. I may not participate in any activities that may have more than a minimal impact on Essynce Couture, LLC's current or future business.

As an Essynce Independent contractor I agree not to market any of the Essynce Couture, LLC products/services above the suggested "headquarters" price.

Right To Work Elsewhere. The independent contractor expressly retains the right to provide services to any and all other businesses, except children's clothing and children's body product businesses on a nonexclusive basis during the term of this agreement.

Assistants. The independent contractor has an option to hire one or more assistants by choice and that those assistants will be the employees of the independent contractor and not of the company.

Payroll Taxes. The independent contractor will be responsible for his/her own employment taxes and the employment taxes of his/her assistants.

Workers Compensation and Unemployment Insurance. The independent contractor is responsible for paying his/her own workers' compensation and unemployment insurance and also required to pay workers' employment and unemployment Insurance for his/her assistants. (If applicable)

Training. The company provides minimal training at its own discretion for either the independent contractor or his/her assistants.

Terms & Conditions: Essynce Couture requires a \$25.00 minimum per month for orders from all of its Essynce Reps to stay in compliance with our terms and conditions, unless your club membership will be voided. I understand all contracts need to be approved by Essynce Couture, LLC headquarters.

Tools and Equipment. The independent contractor is responsible for furnishing his/her own tools and any specialized equipment needed to complete the job.

Transportation. The independent contractor is to provide his/her own transportation to and from job sites and/or events (i.e. fashion shows, vendor events, etc). The company will not provide any reimbursement for travel and transportation expenses.

Permits and Licenses. The independent contractor agrees that she will obtain all necessary permits and licenses for herself and his/her assistants. (Parent's/Guardian's will be responsible)

(kid rep's initials/signature)

(parent/guardian's signature)

Liability Insurance. The independent contractor is responsible for purchasing appropriate liability insurance. (Parent's/Guardian's will be responsible)

Indemnification. Independent contractor agrees to indemnify and hold the company (its officers, directors, employees and agents) harmless against any and all claims, actions, demands, or damages arising from the independent contractor's performance of this contract.

Confidentiality. The independent contractor agrees that she will not disclose to any individual or entity any confidential, proprietary information relating to the business of the company or any of its clients. I understand that I may gain access to or be provided with valuable, confidential or proprietary information belonging to and owned by Essynce Couture, LLC in my role as an Essynce Independent contractor. I agree not to directly or indirectly disclose or use any of the confidential or proprietary information except to specifically promote my business as an Essynce Independent contractor in accordance with this agreement.

Assignments. The contract may not be assigned in whole or part without the express permission of the company.

Modification of the Agreement. I understand and agree that this agreement, cannot be altered modified or changed except in writing with specific reference hereto, and signed by an authorized executive of Essynce Couture, LLC.

Severability. If any part of the contract is held unenforceable, the remainder of the contract shall remain in full force and effect.

Headings. The headings contained in this contract are for reference only and do not affect or limit in any way the meaning of the contract.

Choice of Law and Forum. This contract shall be governed by the laws of the State of New Jersey. Any dispute must be heard in the Superior Court for the State of New Jersey.

Certification Statement

I certify that:

I have read this Essynce Independent contractor Agreement.

I fully understand my responsibility to comply with those Guidelines and this Agreement.

I recognize that any violation of those Guidelines and this Agreement may be cause for me to be rescinded from the Essynce Couture, LLC Independent contractor program and may lead to legal proceedings.

I also certify that I have resolved with Essynce Couture, LLC all questions I had which could have affected my ability to comply with the Agreement.

I agree to discuss with Essynce Couture, LLC any future questions which arise which may affect my ability to comply with this Agreement.

Essynce Independent contractor Date

Parent/Guardian of Kid Rep Date

Starr Barrett, Mom-ager (Manager) Date
Essynce Couture, LLC