



VIOLET EYEWEAR
GO EVERY WEAR™

2700-B Crossroads Plaza Dr.
Columbus, Ohio 43219
Phone 614-471-1621
Fax 614-471-2791
www.violetoeyewear.com

VIOLET EYEWEAR CONSULTANT AGREEMENT

Through a sales force of independent sales representatives, Violet Eyewear is introducing eyewear and accessories of the highest quality to consumers throughout the United States.

Based upon your interest, you are invited to apply to **Violet Eyewear** as an Independent Consultant.

Upon receipt of the consent to the agreement, contact information, and consultant fee, Violet Eyewear will mail the new Consultant a kit that contains all of the items needed to hold a successful party.

During the Launch Phase, new Independent Consultants will hold at least six parties over a three-month period. A party is a group sales event attended by 3 or more guests plus a host or a hostess, with sales of at least \$150. Orders may also be taken from individuals, other than those invited to parties.

The prices of the items to be sold range from \$5 to \$200.

In addition to the 25% commission you will earn on all of your personal retail sales, when you conclude the Launch Phase having held at least 6 parties, you will be paid an additional 5% of retail sales generated by you. When a hostess buys items using hostess credit or buys ½ off items that is not included in your generated sales.

All monies will be submitted to Violet Eyewear via the Violet Eyewear website. Weekly, your 25% commission will be sent to you via the Cash App for parties and orders submitted with payments during the previous week.

For a successful home party, at least 8 guests and a host or hostess should attend. Since not everyone invited will be able to make it, we suggest that at least 30 are invited by the host or hostess.

As a direct selling professional, you know the benefits of owning your own business, excellent income, flexible hours and being there when your family needs you. We believe that a business that offers affordable eyewear at the highest quality will generate considerable income, interest, and opportunity.

If you are currently representing another direct selling company or have another job, you don't need to change anything.

However, you must not sell or promote any other products or services provided by other companies when you are selling or promoting Violet Eyewear. This is important because we wish to measure the sales results accurately and mixing other company's products would skew the results.

We are excited about working with you and supporting you as a vital participant in our Pilot Program.

After completing and submitting the application to Violet Eyewear, each applicant will be evaluated individually and the decision to invite you to join our Pilot Program will be made by Violet Eyewear at its sole discretion. Violet Eyewear will inform you of its decision regarding your application within 5 days of receipt.

On the following pages, you will find the Terms and Conditions applicable to your participation in the Pilot Program.



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VIOLET EYEWEAR CONSULTANT AGREEMENT

- 1. Independent Contractor:** Both Company and Consultant agree that Consultant is an independent contractor. Consultant is not an employee, agent, partner, legal representative, or purchaser of a franchise of Violet Eyewear. Consultant may not bind Violet Eyewear to any obligation. Consultant must comply with all federal, state, and local statutes, regulations and ordinances regarding the operations of their businesses, including payment of all taxes, unemployment insurance, workers compensation, and any applicable taxes or business license fees.
- 2. Representations:** Consultant will identify herself as an "Independent Violet Eyewear Consultant" in verbal and written communication. Consultant agrees to maintain the highest standards of integrity, honesty and responsibility in all dealings with Company, consumers, and other Consultants. Consultant will present Violet Eyewear products, company policies, and income opportunities in a positive manner. Consultant will make no claims regarding potential income, earnings, products or services beyond what is stated in official Company literature.
- 3. Approved Sales Methods:** Consultant agrees to promote and sell Violet Eyewear products to consumers using only the following methods: (a) person-to-person sales and (b) party plan (group) sales. Any other sales methods, including but not limited to temporary retail locations or sales to retail businesses, are prohibited.
- 4. Approved States:** Consultant agrees to provide Violet Eyewear with a list of the states in which he or she intends to hold parties.
- 5. Advertising:** Consultants may not use any of Violet Eyewear's trade names, trademarks, copyrights, or designs without having first received in writing permission from Violet Eyewear to do so. Consultants may not sell, distribute or duplicate any audio or video recorded Violet Eyewear events, speeches or presentations without first receiving written permission from Violet Eyewear. Consultants are prohibited from using the "Violet Eyewear" name or derivations of this name in materials created by or for consultant use without written permission from Violet Eyewear. Consultants may not use the "Violet Eyewear" name in any form in website names, website extension names, email addresses, or tag lines. Examples of such use www.violeteyewear.com
- 6. Trademarks:** Consultants are not permitted to register words, groups of words, names, or images as copyrights, trademarks or domain names to promote Violet Eyewear, their Violet Eyewear businesses, or their Violet Eyewear sales organizations. Consultants who register these items agree to assign to Violet Eyewear any such copyrights, trademarks, or domain name applications or registrations to Violet Eyewear. Consultants assign any and all rights you may have to or in any such intellectual property to Violet Eyewear. Further, Consultants agree that Violet Eyewear may seek to register such words, groups of words, names, or images as copyrights, trademarks, or domain names. Consultants may use only company-approved sales aids; literature; images; templates; tools; classified, display, and Internet banner advertisements; and e-commerce websites to promote their businesses.
- 7. Customer Satisfaction Policy:** If a customer wishes to return an item, the item shall be returned within 30 days from the date of receipt by the Customer to the company. The customer will contact Violet Eyewear to obtain an RMA first before sending the product directly back to Violet Eyewear. Returned items must arrive at Violet Eyewear within two weeks of the issue date of the RMA. Upon receipt of the returned item, Violet Eyewear will provide a refund to the customer, excluding the cost of shipping and handling.
- 8. No Authority:** Consultant has no power or authority to incur any debt, obligation or liability on behalf of the Company.
- 9. Sales Kit:** Company will provide Consultant with one Pilot Program Sales Kit which may include product samples, forms, postcards, displays, and other items. Each sales kit shall remain the property of Violet Eyewear. It is not to be sold, in full or in part, to anyone. Consultant shall ship the sales kit back to Company by November 30, 2018 or within 7 days of cancellation of this agreement, whichever comes first.
- 10. Agreement Cancellation:** Consultant or Company may cancel this agreement at any time with written notice to the other party. Upon the return of the sale kit, Consultant will be reimbursed by Company for the cost of shipping the kit back to Company. Pre-paid later.

11. **Terms of Agreement:** This agreement will begin today. Either party may cancel this agreement with written notice to the other party by letter, fax or email.
12. **Acceptance of Orders:** Consultant may accept orders from customers following receipt of consultant ID number and welcome materials.
13. **Order Submission Options:** Consultants must submit their orders to Violet Eyewear via www.violeteyewear.com. Full payment must accompany each order. Orders will not be processed with insufficient funds. It is the responsibility of each Consultant to ensure that his or her orders are submitted with payment in full. Payments will be securely processed through the Violet website via Stripe or PayPal systems.
14. **Timely Submission:** Consultant will complete all order forms required by Company in a timely fashion. Orders received by Consultant will be submitted to Company within 72 hours of the date/time of receipt.
15. **Sales Tax:** For orders shipped by the Company to Consultants, hostesses, or customers, Company will collect and remit the applicable sales tax which may be due on the suggested retail price of items sold which are subject to sales tax. Consultant agrees to abide by the rules and procedures as set forth in the sales tax collection agreements that the Company may enter into with the various states and local jurisdictions. Consultants and customers must pay sales tax to the Company on their personal purchases. The applicable rate of sales tax due is based on the address to which the items are shipped. Sales tax will be computed by the Company at the time an order is processed. If the amount of sales tax paid is different from that which is computed by the Company, or if the amount paid for shipping and handling is incorrect, or if any math errors are present on the order forms, an adjustment for the difference will be collected from the Consultant's commission on that order.
16. **Acceptable Forms of Payment:** From Consultants, Violet Eyewear accepts credit cards (Visa, Master Card, Discover, and American Express), PayPal, money orders, and cashier's checks. Violet Eyewear does not accept personal checks.
17. **Consultant Compensation:** Consultant will be paid 25% of all full retail price sales of Violet Eyewear products that are fully paid and shipped to customers of the Consultant. This percentage does not include discounted items earned by the party hostess or any redeemed Hostess Dollars. Consultant commissions will be paid each Friday for sales received through the previous Friday. Independent Consultants will be paid via the Cash App.
18. **Conference Calls:** Consultants agree to participate on conference calls with Violet Eyewear staff and other consultants. The purpose of these calls is to share information and obtain feedback from consultants related to their performance as Pilot Program Consultants.
19. **Ownership:** Consultant agrees that Company has the exclusive proprietary interest in its customer lists, Consultant lists, manufacturing procedures, formulas, source codes, product development and in all operating, financial and marketing materials; and that all such information is confidential. Customers who are procured by Consultant on behalf of the Company are deemed to be customers of the Company. Consultant will not use or disclose such information to any third party except in strict accordance with this Agreement and the Policies and Procedures.
20. **Changes:** Company may change suggested retail prices, hostess program details, sales methods, party presentation scripts, and other aspects of the Independent Violet Eyewear business model at any time. Company will give Consultant written notice of any changes. Written notice includes email notice and postal mail notice.
21. **Limitations:** Violet Consultants are prohibited from measuring customers for prescription eyeglasses or acting in the role that a licensed optical professional would perform. In most states, only licensed vision professionals are authorized to measure optical center, pupillary distance, segment height, or adjust eyeglasses. Customers are required to obtain their own measurements either from a licensed professional or self-measurement. No prescription eyeglasses are to be dispensed from the consultant, all prescription eyewear will be mailed directly from the Company to the customer.
22. **Delays in Performance:** Violet Eyewear shall not be responsible for any delays or inability to perform its obligations with respect to this Agreement when acts of nature and man, such as hurricanes, tornadoes, earthquakes, fires, wars, labor strikes, government actions and other circumstances preclude the ability of Violet Eyewear to conduct its business.

23. **Severability:** Should any portion of these Terms and Conditions or any other documents referred to herein or published by Violet Eyewear be declared invalid or unenforceable for any reason by a jurisdictional court or governmental body, the balance of such shall remain in full force and effect.
24. **Waiver:** The failure of Violet Eyewear to enforce any provision of this Agreement, either as a single event or a practice, shall not be construed as a waiver or limitation of its right to subsequently enforce and compel strict compliance with every provision of this Agreement.
25. **Confidentiality:**
- a. Consultant understands that the Company is conducting a pilot program to test and refine its business methods for party plan sales. For the pilot program to be effective, it is imperative that the actions of guests and hostesses are not influenced by knowledge of the pilot.
 - b. Consultant agrees not to disclose the pilot program status of the Company to anyone, including but not limited to all prospective customers and prospective hostesses. Consultant will conduct parties without disclosing the pilot program status of the project. All sales will be conducted as described in the training manual to be provided to each Pilot Program Consultant.
 - c. "Confidential Information" includes the existence of a pilot program, trade secrets, computer software, designs, processes, procedures, formulas and improvements, whether copyrightable or not, and all proprietary and confidential data or information of Company which is not publicly known or available to the competitors of Company, including information regarding Company or its suppliers, Consultants, customers or prospective customers, marketing methods, business and technical plans, product information and pricing. No Consultant may, for any reason, nor in any manner, directly or indirectly use, sell, lend, lease, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such item of information or data to any person or entity for any purpose other than as authorized by Company in writing. Consultants must use their best efforts to preserve all confidential Information until it becomes generally available to the public or Company agrees in writing that such information may be disclosed or is otherwise no longer deemed to be confidential.
 - d. The Company's business relationship with its suppliers and manufacturers is confidential. Consultant shall not contact, directly or indirectly, or communicate with any representative of any supplier or manufacturer of the Company except at a Company sponsored event at which the representative is present at the request of the Company. Violation of this regulation may result in termination and claims for damages if the relationship between the Company and the supplier or manufacturer is compromised by the Consultant contact.
 - e. Consultant agrees to use his or her best efforts to keep such information confidential and shall not use such information to sell products or services other than the Company's products and services or in connection with any other business during the term of and after termination of this Agreement. Upon termination of this Agreement, Consultant will immediately cease all use of the Company's trademarks, service marks and proprietary and confidential information and, if requested by the Company, return all such materials in his or her possession to the Company.
26. **No Income Warranties:** Violet Eyewear makes no warranty or representation as to success or amount of income that any Consultant will make with his or her business.
27. **Limitation of Damages:** To the extent permitted by law, Violet Eyewear and its officers, directors, employees, other representatives and Consultants shall not be liable for, and Consultant hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages which may arise out of any claim whatsoever relating to company performance, nonperformance, act or omission with respect to the business relationship or other matters between any Consultant and Violet Eyewear, whether sounding in contract tort or strict liability. Furthermore, it is agreed that any damages to the Consultant shall not exceed and is hereby expressly limited to, the amount of unsold Violet Eyewear products in resalable condition and/or unsold services that are owned by the Consultant and any commissions and bonuses owed to the Consultant.
28. **Governing Law, Jurisdiction, and Venue:** The jurisdiction and venue of any matter shall reside in your County, State of Your State, unless the laws of the state in which a Consultant resides expressly require the applications of its laws.
29. **Disciplinary Sanctions:** Violet Eyewear reserves the right to impose disciplinary actions on Consultants who violate any of Violet Eyewear's policies and procedures, terms and conditions of the Consultant Agreement and the Violet Eyewear compensation plan, including any illegal, fraudulent, deceptive, or unethical business conduct. Actions by Violet Eyewear may include one or more of the following disciplinary actions:
- a. Written warnings
 - b. Requiring the Consultant to take immediate corrective actions
 - c. Fines, which may be imposed immediately or deferred to be paid from future commission and bonus earnings
 - d. Suspension of earnings from one or more commission periods
 - e. Suspension of all rights and privileges as a Consultant for a specific period of time
 - f. Prohibiting the Consultant from placing orders for products or services offered by Violet Eyewear
 - i. Reinstatement with conditions or limitations

- j. Termination of the Consultant's Agreement with Violet Eyewear
- k. Other sanctions that Violet Eyewear determines are warranted to equitably resolve injuries that were caused partially or exclusively as a result of the Consultant's violation or breach of the Consultant Agreement
- l. Legal proceedings for monetary or equitable relief

If the Consultant's Agreement is canceled, the Consultant will not be entitled to recover any earnings that were withheld during the investigatory period.

30. **Litigation:** These policies and procedures and all agreements by Violet Eyewear and its Consultants shall be governed by the laws of the State of California and are binding on successors and assigns of both parties. Any litigation regarding the agreements between Consultants and Violet Eyewear shall be resolved by arbitration in accordance with the then effective arbitration rules of the American Arbitration Association and judgment upon the award rendered pursuant to such arbitration may be entered in any Los Angeles County court having jurisdiction thereof. The parties acknowledge that mediation usually helps parties settle their dispute. Therefore, any party may propose mediation whenever appropriate through the organization named above or any other mediation process or mediator as the parties may agree upon. Parties agree, if mediation is used, to share the costs (other than each party's attorneys' fees) of any mediation proceeding equally. Violet Eyewear may, upon notice, terminate the Consultant Agreement of any Consultant who, through his or her capacity as a Consultant, files any legal action, proceeding, or induces or facilitates any government agency to file any action against Violet Eyewear, any affiliates, or subsidiaries which Violet Eyewear considers, within its sole discretion, to be without legal foundation or basis in fact.
31. **Involuntary Cancellation:** If necessary, a Consultant's Agreement may be canceled by Violet Eyewear. Violations by a Consultant of any of the terms of the Agreement, including changes to it made by Violet Eyewear, or violations to federal, state, or local laws, statutes or regulations that pertain to the business of Violet Eyewear may result in one or more of the sanctions listed above including the involuntary cancellation of his or her Consultant Agreement. In extreme situations of violations by a Consultant, Violet Eyewear reserves the right to pursue legal recourse, including reimbursement of expenses, attorney's fees and court costs from violations, as well as the seeking of other remedies, relief, and damages. When involuntarily canceling a Consultant Agreement for cause, Violet Eyewear will send notification by certified mail to the Consultant at the address on file. The Consultant, upon receiving this notice, must discontinue all Consultant activities immediately. If a Consultant appeals an involuntary cancellation, Violet Eyewear must receive the appeal in writing within 14 days of receipt of the cancellation. If an appeal is not received in writing by Violet Eyewear within this timeframe, the decision of Violet Eyewear will be final. Violet Eyewear will review timely appeals and respond to the Consultant with the final decision. When the involuntary cancellation is not overturned, the effective date of such cancellation will be the date of the original notice of cancellation that Violet Eyewear provided to the Consultant,
32. **Acceptance:** Consultant has read and agrees to Company's Terms and Conditions. Consultant understands that the Company's Terms and Conditions, compensation plan, product offerings, and product prices may be amended from time to time at the Company's sole discretion and agrees that any such amendments will apply to him or her. Notification of amendments shall be sent to all Consultants by email or postal mailings. The continuation of the Independent Violet Eyewear Consultant's business or acceptance of commissions from Violet Eyewear shall constitute acceptance by the Consultant of any and all amendments.