

# KSSM, LLC

## Sales Consultant Agreement

This agreement made by and between “**KSSM, LLC**”, a Missouri LLC having its principle place of business at 1655 S. Enterprise Avenue, Ste. B4, Springfield, MO 65804 and “\_\_\_\_\_”, hereinafter “Consultant” an **Independent Contractor**, with offices at, not residing at \_\_\_\_\_.

The execution of this contract will cancel and replace any and all contracts of any kind either oral or in writing between “**KSSM, LLC**” and Consultant(s) prior to the effective date.

“**KSSM, LLC**” is engaged in the distribution and sale of cosmetic body products and accessories which are sold exclusively for use in the beauty, medi-spa, health, spa, general body care and beauty care industry defined as the “**Targeted Industries**” and

In order for “**KSSM, LLC**” to achieve successful sales of the products, it is essential that it maintain a network of sales consultants located at strategic points throughout the United States of America, in which Consultant is exclusively responsible for the efficient promotion, sale, education and training for the products; and

Consultant wishes to promote the products for purposes of “**KSSM, LLC**” selling its products to the Targeted Industries defined as the;

**Protected Customer Base:** (See EXHIBIT “A” – Defined Protected Customer Base)

Consultant is making commitments hereunder relating to the representation, promotion, sale and education pertaining to the application and use of the “**KSSM, LLC**” products. Consultant recognizes and agrees to follow and perform the “**BUSINESS PRACTICES**” as adopted by “**KSSM, LLC**” and partially described on **EXHIBIT “A”** hereto. The **BUSINESS PRACTICES** may be modified by “**KSSM, LLC**” from time to time with 30 days notice to Consultant. These responsibilities are essential to the successful introduction and distribution of the products and Consultants commitment to perform these tasks are of primary significance in inducing “**KSSM, LLC**” to enter into this agreement.

In consideration of the premises and mutual goals herein each party agrees as follows:

1. For the term of this agreement Consultant will represent, promote and sell “**KSSM, LLC**” products according to the then current company policies as modified by “**KSSM, LLC**” from time to time. “**KSSM, LLC**” upon approval of the orders submitted by Consultant will supply and ship products subject to then current “**KSSM, LLC**” policies.

(a) Consultant agrees to use her/his best efforts to promote and maximize sales of the products to the “**Targeted Industries.**”

(b) Consultant agrees to not sell the products directly or indirectly to businesses or outlets other than to the “**Targeted Industries**” that are properly licensed and trained. Additionally, Consultant agrees to not represent in any manner whatsoever, any company or products that would compete or impede in any way the business of “**KSSM, LLC.**”

(c) So long as Consultant meets the minimal monthly, quarterly and annual dollar sales volumes as agreed to herein by **"KSSM, LLC"** and Consultant, and is otherwise not in breach of this agreement, **"KSSM, LLC"** will not remove the customer from the Consultant's protected customer base nor will **"KSSM, LLC"** appoint any new consultant(s) for the sale of products to that customer. (See **"Quota"** Par 2. below) If Consultant fails to meet a defined Quota, **"KSSM, LLC"** may upon 30 days notice to Consultant, remove customer from Consultants protected customer base and stop commission payments associated there too. Additionally, **"KSSM, LLC"** may appoint other Consultants to sell products to that customer.

(d) Consultant agrees to attend all sales retreats, educational seminars, trainings and classes recommended by **"KSSM, LLC"** during the term of this agreement. If an onsite training seminar is required, approved expenses will be paid by **"KSSM, LLC."** Failure to attend any required classes, sales retreats, educational seminars, and training without the consent of **"KSSM, LLC"** will terminate this agreement at the option of **"KSSM, LLC."**

2. **Quota(s):** Monthly sales requirement minimum of 50 units.

3. **Commissions** as compensation for sales, **"KSSM, LLC"** will pay 10% commission on all Wholesale revenues actually received for the given month. Any returns or additional cost incurred by **"KSSM, LLC"** as a result of Consultants submissions or mistakes made will reduce commissions due Consultant. If customer wants a discount and we approve, sales person understands they will not receive full commission. No commission is paid until KSSM is paid in full.

4. **"KSSM, LLC"** is not and shall not be responsible for any of Consultants expenses other than special instances that must be in writing and previously approved by the **"KSSM, LLC."**

5. September of each year **"KSSM, LLC"** and Consultant will meet to discuss the forecast for each individual consultant and their assigned territory.

6. All orders will be subject to acceptance by **"KSSM, LLC"**, and **"KSSM, LLC"** reserves the right in its sole discretion to refuse to accept any order or part thereof placed by the Consultant. **"KSSM, LLC"** will not be liable for any failure or delay in manufacture, delivery, or shipment caused by an event beyond its control.

7. Consultant will use only the marketing materials created and/or approved by **"KSSM, LLC"** in writing. Consultant agrees to not dilute, adulterate, change or repackage any **"KSSM, LLC"** products or materials for any reason whatsoever.

8. Consultant may terminate this agreement at any time for any reason upon 60 days prior written notice of termination to **"KSSM, LLC"**. **"KSSM, LLC"** may at its sole option terminate this agreement upon 60 days notice if Consultant violates the company standards of performance or the company policies and procedures. During that 60 days any pending orders that are shipped will be compensated. **"KSSM, LLC"** may terminate this contract immediately if Consultant acts in an unprofessional like manner or conducts themselves in anyway that reflects badly on **"KSSM, LLC."** Termination or expiration shall not release Consultant from any then existing or continuing obligation, liability or debt to **"KSSM, LLC."**

9. All company trademarks, trade names, copyrights, designs, formulas or other data such as photographs, literature, training manuals, sales presentation manuals & sales aids of any kind shall remain the property of **"KSSM, LLC."** Within (10) days of either termination or resignation, Consultant agrees to return all such items to company. Consultant agrees to return copies and originals of any confidential items or information that may have been entrusted to him/her. Effective upon the termination of this Agreement, Consultant will cease to use all trademarks & trade names of the Company.

10. This agreement cannot be assigned by Consultant. Consultant may not employ other persons or entities of any kind without the prior written permission of “KSSM, LLC.” Proper training by “KSSM, LLC” of Consultants associates, employees or affiliates is required prior to contact with any customer or potential customer. Failure to comply with this provision will terminate this contract immediately at the sole option of “KSSM, LLC.”

11. In the event any amounts previously paid by a customer later becomes an adjustment, return, bad debt, or any other non-collectible portion of customer sales, “KSSM, LLC” is authorized to adjust Consultants commission/fee(s) to compensate “KSSM, LLC” for monies previously paid against prior sales.

12. The Consultant is an **Independent Contractor**, not an employee of “KSSM, LLC” and is responsible for her/his own taxes, expenses, salaries, insurance and filings of any and all kind whether Federal, State or local in nature.

13. Consultant agrees to notify “KSSM, LLC” prior to taking a leave of absence, vacation or anything that would remove the consultant from being able to service their customer. During this absence, “KSSM, LLC” will work with the consultant to ensure that their customers have the ability to conduct business with “KSSM, LLC.”

14. *The Consultant acknowledges that “KSSM, LLC” shall or may in reliance of this agreement provide Consultant access to trade secrets, customers, and other confidential data and that the provisions of this agreement are reasonably necessary to protect “KSSM, LLC” and its good will. Consultant agrees to retain said information as confidential and not to use any of the information for his or her own behalf or disclose it to any third party. Consultant may not employ, hire or use any affiliate, assistants or sub-representatives that would or could become privy to “KSSM, LLC” confidential or proprietary information without the prior consent of “KSSM, LLC.” If permission is granted by “KSSM, LLC” then the person or entities employed shall be required to execute separate agreements as designated by “KSSM, LLC” from time to time.*

***Consultant agrees that a breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to “KSSM, LLC.” Accordingly, Consultant agrees that “KSSM, LLC” is entitled to, in addition to all other rights and remedies available to it at law or in equity, to an injunction restraining Consultant and its employees, agents or affiliates, from directly or indirectly committing or engaging in any act restricted by this Agreement.***

15. Missouri law shall govern this agreement. Any legal proceedings by either party with respect to this agreement or any aspect of the relationship between the parties shall be initiated only in Greene County, Missouri. However, if “KSSM, LLC” finds it necessary to file a lawsuit or seek an injunction to protect its interest covered by this agreement, it is agreed that “KSSM, LLC”, in its sole discretion, may initiate legal action against Consultant, and or their affiliates or associated third parties in any jurisdiction which may have the authority to stop, halt, cease or enjoin the action(s) of the parties or person(s) in question.

16. If any provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction,
- a. Provisions shall be deemed amended to conform to applicable law of such jurisdiction so as to be valid and enforceable;
  - b. The validity, legality and enforceability of such provision shall not in any way be affected or impaired thereby in any other jurisdiction;
  - c. The remainder of this Agreement will remain in full force and effect.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to become effective on August 1, 2012

Consultant/ REPRESENTATIVE	“KSSM, LLC”
Print Name:	Print Name: Vera Gibbons
Title:	Title: Director of Sales-Managing Member
Signature:	Signature:
Date:	Date:

**Exhibit A**  
**Protected Customer Base, Duties & Expenses**

### **PROTECTED CUSTOMER BASE**

The "PROTECTED CUSTOMER BASE" is defined as a group of customers who have purchased "KSSM, LLC" products via "KSSM, LLC" ordering system. This customer base will be protected as long as the consultant maintains monthly quota requirements.

### **DUTIES**

The "DUTIES" itemized below are included but not limited to the following;

1. Open accounts to the standards of "KSSM, LLC"
2. Train customers in-house on all aspects of products purchased
3. Keep customers displays in professional presentable form
4. Monitor website placements of all customers to ensure that MSRP is maintained.
5. Provide a monthly sales forecast to "KSSM, LLC"
6. Write goals for each customer & evaluate quarterly with adjustment for the following quarter as needed
7. Keep sales materials in A+ professional order and appearance
8. Consultant is responsible for placing all orders via Reseller Site.
9. Keep the corporate office designated contact(s) apprised of any customer needs while absent.

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Initials