

Consultant Application & Agreement

NOUVEAU™

SPONSOR INFORMATION

Name _____

ID Number _____

Phone 877.296.6883

Fax 877.296.6883

APPLICANT INFORMATION

Primary Applicant – First Name _____

Last Name _____

Social Security Number _____

Co-Applicant/Spouse OR Company Name _____

Mailing Address - Street _____

City _____

State/Zip _____

Shipping Address (if different) - Street _____

City _____

State/Zip _____

Evening Phone _____

Daytime Phone _____

Fax _____

Email _____

STARTER KIT OPTIONS

Select your Starter Kit:

Premium Business Builder Kit - \$149.00 (plus tax and freight)

Consultant ID
Online Manual

Over \$400 worth of product

(please visit our website at www.mynouveau.com for the current month's complete kit contents.)

\$100 in Personal Volume

Option to Enroll in the Executive AutoShip Program

By enrolling today, Executive Status will be given

immediately. Next month (30 days from today),

your first AutoShip will be processed automatically.

VIRTUAL OFFICE WEBSTORE

VirtualOffice WebStore Setup – A one-time \$25.00 fee

This one-time setup fee covers the setup of your WebStore. You must subscribe to the VirtualOffice system to setup your personal web site and enable your WebStore. **The \$25.00 setup fee will be waived if you elect to enroll in the Executive AutoShip Program.**

VirtualOffice WebStore - \$19.95 per month

The VirtualOffice WebStore monthly subscription fee is \$19.95.

If you enroll in the Executive AutoShip Program, your monthly WebStore fee is only \$12.95. The appropriate WebStore fee will be billed 10 days in advance of your monthly anniversary date each month. All WebStore fees are non-refundable.

I am enrolling in the Executive AutoShip Program. Waive my WebStore Setup Fee, and charge me only \$12.95 for my first month's WebStore service.

I am not enrolling in the Executive AutoShip Program. Charge me the \$25.00 WebStore Setup Fee and \$19.95 for the first month's WebStore service.

AGREEMENTS

▶▶ My signature below indicates that I have carefully read and agree to be bound by the Terms of Agreement and Policies and Procedures of Nouveau. As an Independent Consultant in this direct selling marketing program, I have the right to cancel at any time, regardless of reason. To cancel, send a notarized letter to Nouveau at their principal place of business.

Signature: _____ Date: _____

▶▶ I hereby authorize Nouveau and its agents, including financial institutions, to initiate electronic debit entries and, if necessary, credit adjustments to my designated credit card account for purchasing the VirtualOffice WebStore service. Monthly billing for the VirtualOffice WebStore service will take place on or about 10 days in advance of Consultant's monthly anniversary date. Unless terminated by Nouveau, this authority shall remain in full force and effect until Nouveau and my designated bank receive written notification from me of its termination in such time and manner as to afford Nouveau and bank reasonable opportunity to act on it.

Initial to accept billing terms _____ Date _____

▶▶ Credit Card Orders:

MasterCard Visa Discover American Express

Cardholder: _____

Account #: _____

Exp date: _____

Signature: _____

NOUVEAU TERMS OF AGREEMENT

1. I certify that I am of legal age for the state in which I reside and that the Social Security (or Federal Tax ID) Number listed on the Consultant Application is my correct taxpayer identification number.

2. I have not been a Nouveau Cosmeceutical Consultant, or a partner, shareholder, or principal in any entity having a Nouveau Cosmeceutical Consultant within the past six months.

3. Upon acceptance of this Agreement by Nouveau, I will become an Independent Nouveau Cosmeceutical Consultant. I understand that as a Nouveau Cosmeceutical Consultant:

I may purchase products and services from Nouveau at the Consultant Price.

I have the right to offer for sale Nouveau Cosmeceutical products and services in accordance with these Terms and Conditions and the Consultant Policies and Procedures.

I have the right to enroll persons in Nouveau.

I will assist, train, and motivate the Consultants in my downline marketing organization on a "best efforts" basis.

I shall comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.

I will develop, service, and/or maintain the number of retail sales and/or customers per month specified in the compensation plan for my level of commission. I understand that I must keep accurate records of retail sales and Nouveau may periodically ask me to provide documentation of such sales to Nouveau.

In order to be eligible to receive bonuses and commissions, at least 70% of my Personal Volume should be sold to customers. I will not purchase any products or services solely for the purpose of qualifying for overrides, commissions or bonuses.

I will only use the sales contracts and order forms which are provided by Nouveau for the sales of its goods and services, and I will follow all policies and procedures established by Nouveau for the completion and processing of such contracts and orders.

4. I agree to present the Nouveau Compensation Plan and Nouveau products and services as set forth in official Nouveau literature. I will make no claims regarding potential income, earnings, products or services beyond what is stated in official Nouveau literature. I will not: (a) use, produce, create, publish, distribute, or obtain from any source other than Nouveau, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to Nouveau products, services or the Nouveau Compensation Plan; (b) use or display, either in print or on the internet, any Nouveau trademarks, trade names, service marks, logos, designs or symbols; (c) advertise Nouveau products, services or the Nouveau business opportunity.

5. I agree that as a Nouveau Consultant I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Nouveau I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of Nouveau I understand that I shall control the manner and means by which I operate my Nouveau Consultant distributorship, subject to my compliance with these Terms and Conditions, the Nouveau Policies and Procedures and the Nouveau Compensation Plan (all of which are collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses incurred by myself. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF NOUVEAU FOR FEDERAL OR STATE TAX PURPOSES, OR FOR STATE OR FEDERAL EMPLOYMENT PURPOSES. Nouveau is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between Nouveau, LLC. and all appropriate taxing jurisdictions, and all related rules and procedures.

6. I have carefully read and agree to comply with the Nouveau Policies and Procedures and the Nouveau Compensation Plan. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from Nouveau I understand that these Terms and Conditions, the Nouveau Policies and Procedures, or the Nouveau Financial Plan may be amended from time to time, without notice, and any such amendment shall be binding to this Agreement. Notification of amendments shall be published at the Nouveau Corporate Website. The continuation of my Nouveau Consultant distributorship or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

7. The term of this Agreement is one year. If I fail to annually renew my Nouveau business and pay the required fee, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Consultant. I shall not be eligible to sell Nouveau products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline marketing organization, and former retail customers. In the event of cancellation, termination or non-renewal, I agree to waive all rights I have, including but not limited to property rights, to my former downline marketing organization, and retail customers, and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline marketing organization, and retail customers.

8. In the event of cancellation or termination of this Independent Consultant Agreement, Nouveau agrees to repurchase, at ninety percent (90%) of Consultant's original net cost, unused and resalable products, provided such items were purchased by Consultant from Nouveau within one (1) year prior to return. Consultant agrees that Nouveau's cost of any prizes or bonuses awarded to Consultant because of the original purchase and any indebtedness Consultant owes Nouveau will be deducted from the repurchase amount. Consultants who return merchandise to Nouveau are not eligible to rejoin Nouveau as an Independent Consultant.