

# SHARING THE MARY KAY OPPORTUNITY WITH CONFIDENCE!

## 6 KEY QUALITIES IN SUCCESSFUL BEAUTY CONSULTANTS

You may have one or all of these qualities!

### 1. BUSY PEOPLE

- They know how to prioritize
- Typically good time managers
- Easy to train
- The average consultant works a full time job, is married and/or has children

### 2. MORE MONTH THAN MONEY

- Motivated to find a way to make more money
- Goal oriented and ambitious
- Women tend to be more creative with money

### 3. NOT THE SALES TYPE

- Not pushy, but informative
- Like people and want to build relationships instead of just "getting a sale"
- Not aggressive
- Genuinely want to serve

### 4. DON'T KNOW A LOT OF PEOPLE

- Friends and family will not be best clients
- Wonderful way to meet new people and new circles of friends
- Developing clients is covered in training resources, tips, and ideas from other consultants

### 5. FAMILY ORIENTED

- Motivated by the needs of their family
- Their family is their reason, not their excuse
- Want more for their family
- Pass on good work ethic to children
- Want a balanced life with priorities in order

### 6. DECISION MAKER

- Does not procrastinate
- Takes one step at a time on their time-table
- Live by their dreams and not their circumstances

## 6 REASONS PEOPLE CHOOSE A MARY KAY BUSINESS!

### 1. MONEY

- 50% profit
- 2 avenues of income: selling & sharing
- Selling via Reorders (consumable), personal website, facials (avg. \$100), parties (avg. \$300), & On-The-Go Selling
- Team Building Income: 4,9 13% commissions & more with leadership including bonuses too!

### 2. RECOGNITION

- Prizes weekly, monthly, quarterly, and yearly.
- Many people don't get recognized for a job well done.
- Praise people to success

### 3. SELF ESTEEM & PERSONAL GROWTH

- Like a college education in people skills but getting paid while learning.
- Learn to step out of their comfort zone.
- Spiritual, Emotional, and Professional Growth.

### 4. CARS

- Approx. 85% insurance is paid for by Mary Kay
- Build a team from 5 to 14 in 1-4 months with wholesale requirements
- Cash option: \$375, \$500, \$900, or \$1,400 monthly

### 5. ADVANTAGES & ADVANCEMENT

- Advance at their own pace with flexibility
- Tax deductions, mileage, and so much more.
- No quotas or territories
- Family Security Retirement Plan for NSD's

### 6. BEING YOUR OWN BOSS

- \$100 investment to get started
- Inventory is optional with a 90% buyback guarantee
- Get to decide your own income, schedule & future

# THE BASICS OF A MARY KAY BUSINESS

## A LIFE-CHANGING OPPORTUNITY

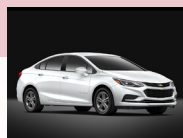
They say if you love what you do, it won't even feel like work. But, **what if you could love your work and enjoy doing the things you love in life** – like spending time with family, traveling, shopping of following your artistic passions? Mary Kay gives you the chance to do that and more as a small business owner while you **support your family and your own dreams.**

### 3 Forms of Income

#### Sales

50% Profit Immediately

- Parties • Re-orders
- Catalog • Online
- On-the-Go



Chevy Cruze \$425/mo.

#### Career Car Program

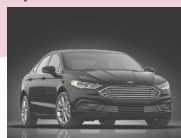
Drive a Career Car  
with car insurance

or

Choose Cash Compensation



Chevy Equinox \$500/mo.



Ford Fusion SE \$500/mo.



Cadillac XTS Luxury \$900/mo.

#### Build a Team

Receive 4%-36% Commission  
Leadership Positions  
Executive Level Income Potential  
Monthly "Love Checks"

### FINANCES

- Highest paid commissions in Direct Sales - 50%. Buy from MK for \$1 and sell for \$2.
- Residual Income – We are selling a consumable product customers wash off their faces so they need new products every 3-6 months.
- Career Car Program – 2 year lease that covers tax, tags, and title and up to 85% of your car insurance – or choose monthly cash compensation in place of the car.
- Team Building Commissions, from 4%-36% paid to Team Builders and Directors from Mary Kay Corporate's profits and not from our Team Members – Dual Marketing Company; Not MLM or Pyramid. MK pays me to help my team members be successful!
- We can make a little extra money for the things we want or Big Girl Bucks – What do you think the highest "Love Check" in one month has been? Barbara Sunden \$201,000!
- Family Security Plan provides Retirement income for National Sales Directors.
- Tax deductions can include cell phone, internet, auto expenses, travel, business supplies, etc.

### FREEDOM & FLEXIBILITY

- Design Your Own Life • Make Your Own Schedule • Be Your Own Boss
- No Quotas • No Territories • No Limit to Your Success
- Creating a Legacy that You Build for You, Your Family & All the Women who come along with you!

### FOUNDATIONAL GROWTH

- Faith 1st, Family 2nd, Career 3rd • Live by the Golden Rule – Treat others the way you would want to be treated.
- Enriching women's lives.
- Recognition – praise people to success! When was the last time your Company or family recognized you for a job well done?
- The more confident we are the more and greater things we can do, and with that growth, the things that we are able to accomplish are endless! Other people's belief in us is heightened when we are confident in ourselves!
- God created You for something More!

### FRIENDS, FUN & FRIVOLOUS

- Frivolous – All the things you hear about like the Diamond Rings, Vacations, Excursions and Cars!
- Fun – Relationships, Energy & Joy - this is what I get to do for a living! Our work meetings are like Parties! "Life will put wrinkles on a woman's face, but lack of joy will put wrinkles on a woman's soul."
- Friends – You are surrounded by Positive, Powerful, Inspirational women of God. Everyone is pulling each other up instead of stepping on each other. When you're "Others-Focused" you're not thinking about what you're lacking and negativity. Having friends of that quality is a gift! They challenge you to be the Best version of Yourself!

*Start Something Beautiful*

**\$100\* Investment**  
**Unlimited Possibilities!**

*\*plus tax & shipping*

**\$446 in full size retail products plus all of the samples and business materials needed to get started right away!**



### Success Is in the Bag!

The **\$100\* Starter Kit** is more than a bag. It's a beginning!  
It includes these must-haves and more.

*\*plus shipping, handling and tax*

### Full-Sized Products and Samples

Start smart with *Mary Kay*® best-sellers and more!

### The Look

Amaze your customers with new looks and products  
in this catalog.

### Start Something Beautiful® DVD

Press play to become a skin care party expert!

### Beauty Book and Skin Care Party Guide

Get the party started with sleek literature and a guide for you.



# career path at-a-glance



## National Sales Director

20+ offspring Sales Directors

- ☞ area & offspring director commissions and bonuses
- ☞ eligible for life insurance
- ☞ eligible for family security retirement plan
- ☞ eligible for annual NSD trips
- ☞ eligible for offspring NSD commissions and bonuses

## Independent Sales Director

24+ active unit members

- ☞ 9%-13% personal team production commission
- ☞ 4%-13% unit production commission (including self)
- ☞ \$100 personal new qualified team building bonuses
- ☞ 4 additional leadership bonuses each \$300-\$1800+
- ☞ eligible to wear official MK Sales Director Suit
- ☞ eligible to earn Sales Director Career Cars
- ☞ eligible to earn life insurance benefits
- ☞ eligible to earn offspring sales director commissions
- ☞ eligible to earn top sales director trips and more...

## Director-in-Qualification (DIQ)

10+ active personal team members

- 1-4 month unit & personal production qualification
- personal Star Consultant Status prior to qualification
- ☞ plus all Future Director commissions & perks

## Grand Achiever (Car Driver)

14+ active personal team members

- 1-4 month team & personal production qualification
- ☞ eligible to choose career car or cash compensation
- ☞ plus all Future Director commissions & perks

## Future Director

8+ active personal team members

- ☞ eligible to wear official MK Future Director Scarf
- ☞ plus all Team Leader commissions & perks

## Team Leader

5-7 active personal team members

- ☞ 9%-13% team production commission
- ☞ eligible to go "on-target" for career car
- ☞ plus all Star Team Builder perks

## Star Team Builder (Red Jacket)

3-4 active personal team members

- ☞ 4% team production commission
- ☞ \$50 qualified team building bonuses- starting w/ 4th active
- ☞ eligible to wear official MK Red Jacket

## Senior Consultant

1-2 active personal team members

- ☞ 4% team production commission

## Star Consultant

- ☞ star ladder of success jewelry
- ☞ quarterly star consultant prizes
- ☞ eligible for company referrals via marykay.com

## Independent Beauty Consultant

- ☞ 50% earned discount privilege on retail product
- ☞ 50% personal retail sales profit



# start your success story

## WITH MARY KAY FOR ONLY \$100!

### LITERATURE & EDUCATION MATERIALS

- "Start Something Beautiful" DVD
- Miracles Happen
- Start Something Beautiful Magazine
- Datebook
- Ready, Set, Sell!
- Beauty Books, pk./10
- Sales Tickets, pk./25
- Customer Profiles, pk./25
- Steps to Success Career Path brochure
- MKConnections Promotion Flyer
- The Look, pk./10

### SAMPLES

- TimeWise Repair Volu-Firm, pk./1
- Deluxe Mini TimeWise Microdermabrasion Plus Set
- White Tea & Citrus Satin Hands Pampering Set
- Deluxe Mini Lip Gloss Samplers, 2 strips of 6 with applicator
- 3 Color Cards, pk./5
- Foundation Finder Tool
- Mascara Brush Samplers, pk./15
- Sponge-Tip Applicators, pk./15

### PRODUCTS

- TimeWise 3-in-1 Cleanser - N/D & C/O
- TimeWise Age-Fighting Moisturizer - N/D & C/O
- TimeWise Day Solution SPF 35
- TimeWise Night Solution
- Oil-Free Eye Makeup Remover
- Ultimate Mascara - Black
- Choice of Mineral or Liquid Foundation Bundle

### TOOLS

- Starter Kit Bag (with Organizer Caddy)
- Mirror With Tray, 4
- Disposable Trays, pk./30
- Facial Cloths, pk./30

## A \$446 RETAIL VALUE + OVER \$115 IN TOOLS & SAMPLES



Plus applicable tax & shipping.

THE pink bubble



**MARY KAY INC.**

16251 Dallas Parkway  
Addison, Texas 75001  
Phone: (972) 687-4400

March 31, 2012

**NON NEGOTIABLE**

Pay Exactly: forty-five thousand eight hundred twelve and 11 / 100

\$45,812.11

**P**AY TO THE  
ORDER OF

ANITA TRIPP BREWTON  
502 Creekvale Way  
Augusta, GA 30907

NON NEGOTIABLE

Sales Director Commission:	\$1,163.44
NSD Grand 5 Bonus:	\$1,000.00
NSD Top 10 4th Line & Beyond Comm:	\$58.44
NSD Star Consultant Bonus Program:	\$6,000.00
NSD Development Bonuses:	\$10,000.00
NSD Personal Unit Commissions:	\$894.95
NSD 2nd Line Commissions (U+A):	\$8,951.52
NSD 3rd Line Commissions (U+A):	\$1,825.95
NSD 1st Line Commissions:	\$15,868.42
Recruiter Commission:	\$49.39

**MARY KAY INC.**

16251 Dallas Parkway  
Addison, Texas 75001  
Phone: (972) 687-4400

June 30, 2012

**NON NEGOTIABLE**

Pay Exactly: twenty thousand five hundred twenty-nine and 49 / 100

**\$20,529.49**

**P**AY TO THE  
ORDER OF

ROYA MATTIS  
42868 Sandhurst Ct  
Ashburn, VA 20148

NON NEGOTIABLE

Sales Director Commission:	\$6,687.62
Monthly Unit Development Bonus:	\$500.00
Unit Star Consultant Bonus:	\$500.00
Unit Volume Bonus:	\$5,100.00
Director Team Building Bonus:	\$1,100.00
Recruiter Commission:	\$2,462.20
Senior Sales Director Commission:	\$4,179.67





mary kay inc.  
p.o. box 799040  
dallas, texas 75379-9040

t 1.800.272.9333 opt 9.  
f 972.687.1112

income advisory statement

Date: 8/29/2013

Year

Tax Year 2012  
Last Updated: 1/31/2013

Roya M

DESCRIPTION	AMOUNT
Combined US Commissions Subtotal	157,203.47
PRIZES AND AWARDS	27,212.71
Prizes and awards valued at \$200 or greater are itemized below. Prizes and awards valued at less than \$200 are totaled and listed as Misc. Prizes	
Career Car Program:	
Auto/Insurance payments made on your behalf	16,463.43
Less: Auto/Insurance payments made by you	-504.00
Net Career Car Income Reported On 1099-MISC	15,959.43
Prizes and Awards (earned in your business) subtotal	43,172.14
Total of Commissions, Prizes and Awards (reported on 1099MISC box 7)	200,375.61
WHOLESALE INVENTORY PURCHASES	
Section 1 Wholesale Purchases	
January - November 2012	10,708.25
Sales Aid Purchases (Preferred Customer Program, Literature and supplies)	
January - November 2012	2,685.30

# Independent Beauty Consultant Agreement

2/15

For office use only

Consultant No.: \_\_\_\_\_

MARY KAY

Please complete all spaces in black or blue ink and do not abbreviate unless necessary. Please provide your legal name and write in all capital letters.

Last Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Month Day Year

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Driver's License No.: \_\_\_\_\_

Home Address: \_\_\_\_\_  
 Number and Street (include Apt. No.)

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Home Phone: \_\_\_\_\_ A/C \_\_\_\_\_ Number \_\_\_\_\_  
 Work Phone: \_\_\_\_\_ A/C \_\_\_\_\_ Number \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_ A/C \_\_\_\_\_ Number \_\_\_\_\_

Date of Birth\*: \_\_\_\_\_  
 Month Day Year  
 \*Must be 18 years of age or older

I opt to receive text messages from Mary Kay.

E-Mail Address: \_\_\_\_\_

Your Social Security No:\*\*: \_\_\_\_\_

\*\*This may be either a Social Security Number (SSN) or an Individual Taxpayer Identification Number (ITIN). The Company will not accept Federal Employment Identification numbers from partnerships or corporations. Either an SSN or an ITIN is required to avoid Internal Revenue Service and/or any applicable state statutory withholding on all commissions and prizes.

Which of the following best describes your race?\*\*\*

White  Black or African-American  American Indian or Alaska Native  Asian  Native Hawaiian or Pacific Islander  Other

Which of the following best describes your ethnicity?\*\*\*

Hispanic or Latina  Not Hispanic or Latina

\*\*\*These questions are optional but will help with marketing research and product development.

Sex:  F  M

Have you ever been a Mary Kay Beauty Consultant?  Yes  No If yes, termination year: \_\_\_\_\_

Under what name: \_\_\_\_\_ Former Consultant No.: \_\_\_\_\_

Former Sales Director's name: \_\_\_\_\_ If yes, have you ever returned product inventory to the Company?  Yes  No

## FAMILY DATA

Married?  Yes  No Spouse's name (first and last): \_\_\_\_\_

If married, is your spouse a Mary Kay Beauty Consultant?  Yes  No If yes, spouse's Consultant No.: \_\_\_\_\_

Do you have relatives who are Mary Kay Beauty Consultants?  Yes  No If yes, how many? \_\_\_\_\_

List name(s), specifying relationship(s): \_\_\_\_\_

Do you have relatives employed by Mary Kay Inc.? (A corporate employee - not a member of the independent sales force)†  Yes  No

If yes, how many? \_\_\_\_\_ List name(s), specifying relationship(s): \_\_\_\_\_

†The Company reserves the right to accept, not accept or terminate your Independent Beauty Consultant Agreement based on your relationship with a Mary Kay Inc. employee.

RECRUITER'S NAME: \_\_\_\_\_ Cons. No.: \_\_\_\_\_

INDEPENDENT SALES DIRECTOR'S SIGNATURE: \_\_\_\_\_ Unit No.: \_\_\_\_\_

By my signature below, I verify that the information above is correct. I understand the General Terms and Conditions of this Independent Beauty Consultant Agreement, and I hereby accept those Terms and Conditions and certify that I have the legal capacity to enter into this Agreement. I understand that the recruiter whose name is on this Agreement, submitted to the Company with the Starter Kit payment, will ultimately be the one to receive any recruiter commission on my sales.

YOUR SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

## Starter Kit Order

STARTER KIT\* \$ 100.00

FOUNDATION CHOICES (Choose only one foundation.)

Mary Kay® Mineral Powder  Ivory/Beige  Bronze  Variety Foundation

OR

TimeWise® Liquid Foundation  Ivory/Beige  Bronze  Variety

LITERATURE  English  Spanish

(This will apply to all literature preferences.)

SHIPPING AND HANDLING CHARGE \$ \_\_\_\_\_

For mainland U.S.A., add \$9.35.

For Alaska, Hawaii, Guam, Puerto Rico or U.S. Virgin Islands, add \$37.

SUBTOTAL \$ \_\_\_\_\_

SALES AND USE TAX\*\* Tax @ \_\_\_\_\_ % of Total \$ \_\_\_\_\_

TOTAL COST \$ \_\_\_\_\_

### SHIPPING INSTRUCTIONS:

- Hold Starter Kit for pickup at Branch.
- Ship Starter Kit to new Consultant at home address.
- Ship Starter Kit to other address:  Sales Director  Recruiter  Other

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

MAIL TO:  
 Mary Kay Inc.  
 P.O. Box 799041  
 Dallas, TX 75379-9041

**CUSTOMER SERVICE 800-272-9333**  
 (Monday through Friday,  
 8:30 a.m. - 5 p.m. local time)

Enclose payment or charge to MasterCard/Visa/Discover/American Express as follows:  
 Account Number: Visa requires 13 or 16 digits; MasterCard and Discover require 16 digits;  
 American Express requires 15 digits.

\_\_\_\_\_

Exp. Date: \_\_\_\_\_ Signature \_\_\_\_\_  
 MO YR

### DO NOT WRITE - FOR OFFICE USE ONLY

CA \_\_\_\_\_ MO \_\_\_\_\_ CK \_\_\_\_\_ MC/V \_\_\_\_\_ DISC \_\_\_\_\_ AMEX \_\_\_\_\_

Postmark: \_\_\_\_\_ REC: \_\_\_\_\_

\*The Starter Kit may contain retail-sized product in addition to product samplers. Retail-sized product in the Starter Kit is not intended to be purchased from the Company for resale and is for demonstration purposes only.

\*\*Shipping and handling charges are not taxable in DE, IA, ID, MT, NH, OK, OR, UT and WY.



# Independent Beauty Consultant Agreement

## General Terms and Conditions

### A. THE INDEPENDENT BEAUTY CONSULTANT AGREES:

1. To promote and sell *Mary Kay*® products only to ultimate consumers and not to sell or display those products in retail sales or service establishments. I understand that I am authorized to sell *Mary Kay*® products only in the United States, Puerto Rico, the U.S. Virgin Islands and Guam.
2. To provide each consumer with the written *Mary Kay*® Satisfaction Guarantee and to promptly honor it upon request. I understand that *Mary Kay* Inc. ("Company") sponsors a complete satisfaction or money-back guarantee as to each *Mary Kay*® product sold by me to a consumer.
3. To maintain the highest standards of integrity, honesty and responsibility in dealings with the Company, consumers and other Beauty Consultants. To present *Mary Kay*® products in a truthful and sincere manner and hold the Company harmless from damages resulting from misrepresentations by me.
4. To protect the *Mary Kay*® trademarks and trade name by obtaining the Company's written permission prior to my use in any advertising (including but not limited to the Internet) or literature other than Company-published material. I understand that display or sale of *Mary Kay*® products in or to public, retail or service establishments of any kind (including Internet retail or auction sites) is prohibited under the terms of this Agreement, and this obligation survives the termination of this Agreement.
5. As an independent contractor, to assume sole liability for all self-employment (Social Security) taxes, tax filings and registrations legally required by my activities as an Independent Beauty Consultant and to abide by all federal, state and local laws governing my *Mary Kay* business, including anti-spam, privacy and other consumer protection laws.
6. To purchase the Starter Kit and all *Mary Kay*® products only from Company. All orders submitted to Company shall be accompanied by cash, credit card charge, cashier's or certified check or money order made payable to the order of "Mary Kay Inc." for the full amount due. I understand that all orders are subject to acceptance by Company and the terms of this Agreement.
7. I am not a joint venturer with, or franchisee, partner, agent or employee of Company. I have no power or authority to incur any debt, obligation or liability on behalf of Company. I understand that all Independent Beauty Consultants, Independent Sales Directors and Independent National Sales Directors are independent contractors and are subject to this provision.
8. When presenting the *Mary Kay* opportunity to do so in a truthful and sincere manner and ensure that any prospective Beauty Consultant recruited by me is the age of 18 years or older and receives education and materials related to a *Mary Kay* business upon submission of an Independent Beauty Consultant Agreement.
9. To keep my contact information on file with the Company up to date, including my current address and phone number. I agree that Company may release my name and telephone number in response to a customer's request for a Beauty Consultant in my area. If this information is not to be released, I agree to notify Company that I do not want this information released by written notice directed to: Consultant Records Department, P.O. Box 799040, Dallas, TX 75379-9040. The Company also may share information about me with other Independent Beauty Consultants and third-party vendors as necessary for the fulfillment of contractual obligations.
10. To keep the personal information of other Independent Beauty Consultants, customers and potential customers that I obtain as a result of, or in connection with, my *Mary Kay* business secure and not to disclose or share this information with others without express permission from the individual. I further agree to treat any and all personal information received by me directly or indirectly from the Company as highly confidential and to not disclose it to others without the express authorized written permission of the Company.
11. To abide by the terms, conditions and guidelines of all tools and services that the Company makes available and that I use to support my business.
12. To comply with any changes to the General Terms and Conditions of the Independent Beauty Consultant Agreement that may be made by the Company. Company may change suggested retail prices, discounts, commissions, shipping and handling charges, contest rules and active status requirements at any time upon 10 days' prior written notice. Written notice may be given by posting notice on the Company website(s).

### B. MARY KAY INC. ("COMPANY") AGREES:

1. In exchange for Beauty Consultant's compliance with the terms and conditions set forth above, to sell to the Beauty Consultant items from the then current Consultant order form ("COF") and to allow an active Beauty Consultant a discount from suggested retail prices on Section 1 items from the COF ("Section 1 products"). The discount shall not apply to samplers, premiums, demonstrators, literature or sales promotion items.
2. To pay Beauty Consultant with one or more active team members a monthly personal team commission on all purchases of Company products (excluding Starter Kits and sales aids) made by persons whom Beauty Consultant has personally recruited to become *Mary Kay* Beauty Consultants and who have been accepted by the Company, with commissions to be calculated and paid in accordance

with the then current Company-published monthly personal team commission schedule for so long as both Beauty Consultant and team member are active, provided that commissions and bonuses paid on merchandise not sold at retail to ultimate consumers which is subsequently returned for Company repurchase pursuant to this Agreement, may be charged back or deducted from commissions or other sums payable by Company to Beauty Consultant. A Consultant must be active and have one or more active team members in order to receive a monthly personal team commission. An Independent Beauty Consultant is considered "active" in the month a minimum \$225 wholesale Section 1 product order is received by Company and in the following two calendar months.

3. Not to impose any geographical territories on Beauty Consultant concerning sales and team-building except as provided in Section A. 1.
4. Company reserves no right of control or direction of Beauty Consultant's activities, other than the right to question results.
5. To accept Consultant's cancellation of this Agreement within thirty (30) days after acceptance of the Agreement by Company, and upon return of Consultant's original and unused Starter Kit to Company, to refund to Consultant the Consultant's cost of the Starter Kit; or if Agreement is terminated and Consultant's original and unused Starter Kit is returned to Company after the cancellation period and within one (1) year of purchase, to repurchase such Starter Kit at ninety percent (90%) of Consultant's original net cost.
6. To repurchase, upon termination of this Agreement, at ninety percent (90%) of Consultant's original net cost, original and unused Section 1 products, provided such items were purchased by Consultant from Company within one (1) year prior to return.
7. Starter Kit and Section 1 products must be shipped freight prepaid, accompanied by a signed "Request for Repurchase" form to the *Mary Kay* Repurchase Department in Dallas. Consultant agrees that Company's cost of any prizes, product bonuses or credits awarded to Consultant based on the purchase of the returned Section 1 products, and any indebtedness Consultant owes Company, will be deducted from the repurchase amount. Consultant who returns product to Company is not eligible to rejoin the *Mary Kay* independent sales force. Consultant agrees that Section 2 items are not intended to be purchased from Company for resale and are not subject to the repurchase provisions.
8. Customer names and addresses furnished by Beauty Consultant to Company in connection with optional programs shall remain the sole property of Beauty Consultant and will not be used by Company or disclosed by Company to other parties without Beauty Consultant's permission, except as may be required by law.
9. There will be no direct sales from Company to the Beauty Consultant's customer without a commission being paid to customer's Beauty Consultant, provided Beauty Consultant is a member of the *Mary Kay* independent sales organization at the time of the sale. Company will not accept an order directly from customer without the name and Beauty Consultant number of customer's Beauty Consultant. Commissions will be charged back on customer returns.

This Agreement is subject to acceptance by Company at its corporate headquarters in Dallas, Texas, through issuance of a Notice of Acceptance. Such acceptance is conditioned upon receipt of a Starter Kit by Beauty Consultant. This Agreement shall be governed by the laws of the State of Texas as to all matters. The parties further agree that if any dispute or controversy arises between them concerning any matter relating to this Agreement that any issues which either party may elect to submit for legal jurisdiction shall be submitted to the jurisdiction of the courts of the State of Texas, and the parties agree that the proper venue shall be Dallas, Dallas County, Texas.

This Agreement is not subject to alteration, modification or change, except in writing, signed by an authorized executive of the Company and shall not be deemed to be changed, modified or altered by reason of any advice, suggestions, guides or sales aids furnished by the Company to the Beauty Consultant. This Agreement shall be effective from the date of acceptance until December 31 of the same year and shall thereafter be automatically renewed each January 1, for additional terms of one year each, provided that the Agreement may be terminated by either party effective immediately for any breach of its provisions or by either party at any time during the initial term or any renewal term by not less than thirty (30) days written notice.

It is not necessary to submit a new Agreement (or purchase a new Starter Kit) if reinstating within one year of last order month (anniversary month, if no last order) as the terms and conditions of the then current Independent Beauty Consultant Agreement will continue in full force and effect. For record purposes, a Consultant must have a minimum \$225 wholesale Section 1 product order to update her last order date.

This is the sole and only Agreement between the parties relating to the subject matter hereof, and both parties acknowledge that the Independent Beauty Consultant is not an employee of Company and will not be treated as an employee with respect to this Agreement for federal, state or local tax purposes, or otherwise.