

## **THE STYLIST AGREES:**

### Relationship of the Parties

Subject to the terms of this Agreement, the Company hereby engages the Stylist as an independent contractor to perform services set forth herein, and the Stylist hereby accepts such engagement. The Stylist shall not be treated as an employee with respect to the services performed hereunder for the federal, state or local tax purposes. This Agreement shall not render the Stylist an employee, partner or agent of, or joint venturer with the Company for any purpose. The Stylist is and will remain a independent contractor in (his or her) relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Stylist's compensation hereunder. The Stylist shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

### *Territories*

No geographical territories or limits concerning sales or recruiting within the United States are imposed on a Stylist.

### *Advertisement and Marks*

The Stylist acknowledges that the trade names, trademarks and emblems are property of the Company. Except for the purposes of Product identification and their use on sales order blanks, the Stylist agrees not to use the trade names, trademarks and emblems of the Company in any type of advertising, without prior written permission of the Company.

### *Confidentiality*

I understand that from time to time I may receive certain information that is confidential to the Company, such as (but not limited to) non-public product and pricing information, marketing strategies, financial information, marketing materials and customer information. I understand that (i) confidential information is commercially and competitively valuable to the Company and its protection are vital to the success of the Company's business; (ii) the use or disclosure of Confidential information except in accordance with this Agreement would cause irreparable harm to the Company; and (iii) nothing contained in the Agreement shall prohibit Company from pursuing any remedies, whether at law or in equity, available to Company for a breach or threatened breach of this Agreement, including the recovery of damages from, and injunctive relief against me. During the term of this Agreement and following termination thereof I will not use or disclose, directly or indirectly, any Confidential information in any manner or for any purpose not in accordance with this agreement.

*Non-Solicitation*

During the term of this Agreement and for a period of one year thereafter, I will not, for any reason, directly or indirectly, whether individually or in partnership, jointly or in conjunction with, or as an employee, agent, representative, partner, shareholder, member, independent contractor, or consultant of, any person or entity, for any reason: (a) solicit any employee, consultant, advisor or agent of the Company to terminate his, her or its employment service, or affiliation with the Company; or (b) solicit or encourage any client, customer or vendor of the Company to terminate its relationship with the Company.

*Starter Kit*

I agree to purchase the Starter Kit only from the Company by credit card, cashier's check or personal check or money order. Checks made payable to Sojourn Bags for the full amount due. I understand that all orders are subject to acceptance by the Company. If I terminate this agreement within thirty (30) days after the acceptance of this Agreement by Company, I will be entitled to a full refund of the purchase price of the Starter Kit when I return original and unused Starter Kit to Company. If I terminate this Agreement between 31 days and one year after acceptance by Company, I will be entitled to a refund of 90% of the Starter Kit cost, if it is in resaleable condition.

*Stylists Fees*

A schedule of stylist fees that I may earn for performing the Services is included in the manual, and I agree that any fees I may earn are subject to Company's receipt of such documentation and evidence of services as Company may request from time to time. Except as otherwise agreed by Company and me in writing. Company will not reimburse me for any expenses that I may incur in performing the Services. Company will give me at least ten (10) days prior written notice of any changes to the consulting fees. Written notice may be given by posting on Company's Website.

IN WITNESS WHEREOF, the parties have signed this Agreement.

BY:

\_\_\_\_\_  
SOJOURN HANDBAGS (date)

\_\_\_\_\_  
STYLIST (date)