

LIP INK® INTERNATIONAL SALES REPRESENTATIVE AGREEMENT

This Sales Representative Agreement (the “Agreement”) is made and entered Between Lip Ink® International (the “Company”) and (“Sales Representative”) (collectively referred to as the “Parties”).

The Parties agree as follows:

1. SERVICES:

A. Company shall engage Sales Representative to sell and promote as its authorized non-exclusive agent. The following services or products of the Company, which may be changed by the Company:
- Sell Retailer ships

Sales Representative may not sell competing products, such as long lasting or semi-permanent color cosmetics. Example: mineral powders are acceptable, lip glosses are not. The Company shall, in its sole discretion, determine the sales price and terms of sale for the Products.

B. Sales Representative, except as directed by the Company, shall determine the method, details, and means of performing the services described above; however, Sales Representative agrees to sell a minimum of \$12,000 annually (not including shipping fees, taxes, duties, demo aids, sales aids, testers or POP displays). Prorated to the date of signing this agreement to stay active and continue to receive commissions. Sales Representative must support Lip Ink International with the retailers they sell to, insuring that they adhere to all prevailing, retailer rules “ no on line use of the Registered trademark Lip Ink® shall take place for selling and or promoting Lip Ink® at any time “Retailers shall not act as distributors at any time. On www.wholesalelipink.com all pricing & minimum quantity schedules on initial order and ongoing orders will be strictly adhered to. All retail locations are required to purchase \$200 in wholesale products monthly to stay active.

C. Sales Representative shall provide documentation of the services performed by the Sales Representative on behalf of the Company pursuant to this Agreement. Company may establish performance goals for Sales Representative, and the failure to reach such performance goals may be cause for termination of this Agreement.

D. The Sales Representative may not directly purchase product. Product shall be sold only and directly to qualified Retailers that have signed a Lip Ink® Retailer Agreement and have been approved as a qualified Lip Ink® Retailer.

E. Sales rep, shall be responsible for turning in a sales report on the first of each month showing a list of each of the stores that were visited and the contact information including date, business name, business owner name, address, phone and all other contact information, what materials were left with the potential retailer on that date and the follow up.

2. TERRITORY: The Sales Representative will demo, initially Train and keep ongoing training as needed to, sell and promote the Lip Ink® Product line, in the following geographical area, which may be changed from time to time by the Company: Lip Ink® International. The sales representative’s geographical area of target is non-exclusive and listed as follows –

Non-Exclusive Territories

3. COMPENSATION: For services provided, the Company will pay Sales Representative the following commission percentage: **10 %** of the Sales Representative's invoiced sales price, which shall not include shipping charges, duties, taxes, demo/sales aids POP displays, literature or testers of the Products (the "Commission"). Sales Representative is responsible for taking and entering orders. Sales Representative is subject to a reduction in commission for orders taken and entered by Lip Ink® Team Members. Weekly sales tracking report must be turned in timely to process commission with an itemized invoice showing each order. Payment of the Commission by the Company to the Sales Representative shall be paid monthly on the 10th business day. For example, January commissions will be paid on February 10th. A trailing commission of 8% will be paid for the first year and then annually, provided that (B) above is satisfied annually.

4. EXPENSES: Sales Representative is not entitled to any reimbursements. Sales Representative is responsible for all of their own expenses. A W-9 form must be completed, signed and submitted with this agreement to keep on file at the Lip Ink® corporate offices. Lip Ink® International will provide a Specialty Retailer tester kit valued at \$200 to demo and sell with, which will be reimbursed to Company via a \$25.00 deduction from each commission until fully reimbursed. Registration kits to sign up new retailers are shipped from the Lip Ink® corporate offices. A shipping charge will be required for each shipment. All other collateral for selling the Lip Ink® line along with training material and DVD/CDs are provided with Sales Representative training at Lip Ink® International's expense. Product testers, demo aids and sales aids, POP displays can be purchased, using future commissions as they are desired. They are not mandatory.

5. INDEPENDENT CONTRACTOR: Sales Representative is an independent contractor and **not** an employee of the Company, and, unless otherwise stated in this Agreement, is not entitled to any of the benefits provided to the employees of the Company.

6. CONFIDENTIALITY: Sales Representative acknowledges that he/she may have access to the Company's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as the Company may designate as confidential ("Confidential Information"). Sales Representative agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the term of this Agreement, unless the Company grants express, written consent of such a disclosure. In addition, Sales Representative will use his/her best efforts to prevent any such disclosure. Confidential information will not include information that is in the public domain, unless such information falls into public domain through Sales Representative's unauthorized actions.

7. OTHER RULES AND POLICIES: Sales Representative agrees to abide by any other rules, policies and procedures of the company for retailing our product line, as communicated and enforced by the Company. Sales Representative will be permitted to use the Lip Ink® International Corporate Office computers and phones during regular business hours.

8. TERMINATION: This Agreement may be terminated for any reason or no reason by either party upon 10 days written notice or immediately by the Company if (i) Sales Representative fails to perform his/her duties or materially breaches any obligation in the agreement, or (ii) Sales Representative is unable to provide the services in this Agreement due to illness, death or disability. Upon termination notice by either party, the sales representative must submit final commission summary invoice within 10 days to ensure timely final payment by Lip Ink ® International.

9. RETURN OF PROPERTY: Upon termination of services, Sales Representative will promptly return to the Company all drawings, documents and other tangible manifestations of Confidential Information (and all copies and reproductions thereof). In addition, Sales Representative will return any other property belonging to the Company including without limitation: computers, office supplies, money and documents.

10. CONTINUING OBLIGATIONS: Notwithstanding the termination of this Agreement for any reason, the provisions of paragraph 6 of this Agreement will continue in full force and effect following such termination.

11. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

12. CUMULATIVE RIGHTS: The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

13. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Company and Sales Representative.

16. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The Company: Lip Ink® International
225 Arena Street
El Segundo, CA 90245 (310) 414-9246 phone (310) 414-9233 Fax

Either party may change such addresses from time to time by providing notice as set forth above.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

LIP INK® INTERNATIONAL

Rose Nichols, President

Date

SALES REPRESENTATIVE:

Print name _____

Signature _____ Date _____

Address _____

Phone _____ Email _____

Fax _____

For office use

Initials _____ / _____ / _____

Complete form W-9 as part of this agreement