

## Independent Sales Referral Agreement

This Agreement, made and entered into by and between Sherine Lewis

made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by you,

\_\_\_\_\_, the Independent Sales Referral, contains the complete terms and conditions that apply to your participation in the Sherine Lewis, Independent Sales Referral.

**1. Independent Sales Referral Defined.** The Independent Sales Referral is marketing; referral marketing that allows someone to become an "Independent Sales Referral". Sherine Lewis, sell retail Brand name Skin care, Makeup and Fragrances, and much more to come, etc. **To earn a commission, Independent Sales Referral shall refer clients to (website given). Sherine Lewis shall provide Independent Sales Referral with current price lists through the website (that can be view on the website), price changes terms and conditions of sale established on list can change from time to time. For each sale, Independent Sales Referral will receive a printout at the end of each month. Independent Sales Referral shall have no authority to make any acceptance of payment or delivery commitments to customers off the platform under my name.** Sherine Lewis specifically reserves the right to reject any order or any part thereof for any reason, all payments and delivery will be schedules to customer by Sherine Lewis. All funds will be collected from customers directly online platform, Sherine Lewis handles all the sales process, including product descriptions, product demonstrations and presentations, customer questions, and order processing issues.

**2. Independent Sales Referral Commissions.** Subject to the terms of this Agreement and in consideration of payment received for the sale. Sherine Lewis will compensate the Sales Referral, solely by payment of a percentage commission in U.S. dollars. The percentage commission is based on each completed sale (sales tax and shipping fee not included) fees received by Sherine Lewis, from the customer. Subject to the terms contained herein, the extent of the percentage commission ("Commission") to be will be set at **15 percent for each sale, presented, approved and completed orders. The Sales Referral acknowledges and agrees that the Commission is the sole and exclusive form of compensation it may receive for the activities of each sale described herein. No sale, no commission payment will be pay out to Independent Sales Referral.**

Subject to the terms of this Agreement and in consideration of Referral Agent's delivery of a Qualified Lead to Sherine Lewis, the Referral Agent will be compensated by Sherine Lewis solely by payment of 15 percentage commission in U.S. dollars. The percentage commission is based on amount of sales (tax and shipping not included) from the Qualified Lead related to purchase .The extent of the percentage commission ("Commission") to be applied will be set at 15 percent of each completed sale. **The Sale Referral acknowledges and agrees that the Commission is the sole and exclusive form of compensation it may receive for the activities described herein (no sale) no commission.**

**3. Commission Payments.** When a Sales Referral makes a sale provided by Referrer to Sherine Lewis will pay the Commission to the Independent Sales Referral in U.S. dollars within 10 days or earlier of each completed sale (when the sale is paid in full), payment received from the customer or Qualified Lead, provided a Sales Referral all appropriate sales related information is on file at Sherine Lewis, If a sale is terminated by a customer and a refund is provided, any previously paid commissions related to accounts, your commission will be deducted from the next payment sent to you. Sherine Lewis, shall have the option of accepting or rejecting any order or orders taken by a Sales Referral, and no commissions shall be payable. If the same customer make a repeat order from here on after first order, Independent Sales Referral (that refer the customer) will continue to receive commission if a sale complete in the future,(only if sale complete). In the event of termination of agreement, with the exception that Independent Sales Referral shall receive commission if a repeat customers (refers by Independent Sales Referral) prior to term, place orders after the term agreement will receive same said 15% commission (only sale), no order place from (repeat customers) no commission will be distribute. **All marketing links will become inactive once an Independent Sale Referral ends. The Sale Referral acknowledges and agrees that the Commission is the sole and exclusive form of compensation it may receive for the activities described herein, (no sale, no commission).**

**4. Splitting Commissions. Splitting commission not accepted, each sale applies to each account there is no joint account with referral.** In no event will Sherine Lewis be liable for more than one single Commission for each sale referral or Qualified Lead. Should more than one organization and/or individual claim any right to a commission, a single commission will be apportioned among the claimants in U.S. Dollars as determined at the discretion and best judgment of Sherine Lewis.

**5. Tax Laws and Consequences.** Sherine Lewis, will follow and comply with all State and Federal tax laws. Independent Sales Referral are responsible and fully liable for any tax consequences, an independent contractor will be responsible to pay all applicable Social Security, withholding, and other taxes. The Independent Sales Referral will bear all expenses incurred in his/her sales endeavors derived from the receipt of a Commission under this Agreement and will indemnify and hold Sherine Lewis, harmless for any lack of compliance with tax obligations related to any Commissions received. Honestly to represent yourselves and Sherine Lewis.

**6. Independent Contractor.** In this agreement, you are considered an independent contractor, Independent Sales Referral are Independent Contractors, and you are not an employee for Sherine Lewis, Operates under a business name, each Independent Sales Referral must •Has his/her own employees•Maintains a separate business checking account •Advertises his/her business' services•Invoices for work completed •Has more than one client •Has own tools and sets own hours•Keeps business records.

All financial and other obligations associated with Independent Sales Referral business are the sole responsibility of Independent Sales Referral. You should represent your own business, decisions, taxes state and local, please contact your tax advisors/advisors for assistances. You are not required to purchase any items in order to become an Independent Sales Referral. An independent contractor and be responsible to pay all applicable Social Security, withholding, and other taxes. Independent sales Referrals are self-employed, you must pay own expenses for any phone bills, Internet bills, or other equipment, vehicle expenses gas, lodging, meals, taxes, and so on. Independent Sales Referral have the option to purchase samples of each items etc. to market sales

but take into consideration, The Independent Sales Referral will bear all expenses incurred in his/her sales endeavors, Therefore, nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or make representations on behalf of Sherine Lewis.

**7. Assignment.** Independent Sales Referral may not assign its interest in the Agreement without Sherine Lewis consent.

**8. Intellectual Property.** All intellectual property rights are reserved, take into consideration that all items are retail products, do not mislead are misrepresent in any form.

**9. Applicable Law and Jurisdiction.** These Terms and Conditions will be governed, interpreted, and enforced by the Laws of the Florida. Any dispute or controversy that the parties cannot amicably resolve will be brought to the exclusive jurisdiction of the State Courts in Broward County, Fort Lauderdale where Sherine Lewis, is headquartered. Arbitration and mediation for unresolved disputes and controversies will take place in Broward County, Fort Lauderdale.

**10. No Spam.** Independent Sales Referral agrees not to use e-mail/text addresses of Sherine Lewis, customers to send unsolicited e-mail/text Sales Referral agrees not to use unsolicited e-mail/text, Usenet, message board postings, or similar methods of mass messaging (Spam) to gather referral or Independent Sales Referral sales commissions. The use of Spam to promote the Independent Sales Referral or Sale Referral has strict negative consequences. We will immediately and permanently terminate the account of any Independent Sales Referral who has sent unsolicited e-mail/text targeting potential Sherine Lewis customers or to gain referrals or for any other purpose. In addition, you may be subject to state and federal penalties and other legal consequences under applicable law if you send unsolicited e-mail/text. Our Anti-Spam Policy is intended to protect our Sales Referrals, customers, and other Independent Sales Referral s, as well as Sherine Lewis.

**11. Confidentiality.** From time to time, Sherine Lewis may disclose to you Confidential Information. Such Confidential Information may be disclosed by Sherine Lewis orally or in a tangible document. Sherine Lewis may also disclose Confidential Information to events and through other means used to transmit this information to you and other Sherine Lewis, program participants. In return for Sherine Lewis disclosing Confidential Information to you, you agree to maintain the confidentiality of the information with at least the same degree of care that you use to protect your own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. You will not disclose any Confidential Information to any third parties you agree to abide by these nondisclosure terms.

**12. Representations and Warranties.** Independent Sales Referral represents and warrants that (i) Independent Sales Referral has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (ii) the individual accepting this Agreement on Independent Sales Referral's behalf has the authority to do so; (iii) the obligations created by this Agreement, insofar as they purport to be binding on the Independent Sales Referral, constitute legal, valid, and binding obligations, enforceable in accordance with their terms; (iv) there is no contractual or other legal obligation to stop the Independent Sales Referral from performing in this program; and (v) the

Independent Sales Referral is in compliance with all laws to which it is subject, the non-compliance with which would have a material adverse affect on Independent Sales Referral's performance under this Agreement.

**The only marketing property each Independent Sales Representative allow to use is the link given upon approval. Independent Sales Representative allowed to create their own business cards under there name /business name and used the link (website) given.**

**13. Modifications.** We may modify any of the terms and conditions of this Agreement at any time. You will be notified by email, and a change notice. If the modifications are unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in this Independent Sales Referral Program after a change notice has been posted will constitute binding acceptance of the change. Changes will only be made in 'good faith' with the Independent Sales Referral.

**14. Term of Contract.** The terms of this Agreement will begin upon acceptance of a signed agreement. Either party may give notice in writing of desire to end the Agreement at any time, Either party may cancel the Agreement any time, without supplying a reason, through written notification to the other party at the following email addresses; sherine33@hotmail.com.It's best to note /sign/date below this Agreement form when considering term of agreement.

**15. Termination.** This Agreement can be terminated by either party at any time by giving the other party written notice of termination. No change can be made to this Agreement other than in writing and signed by both parties. If no sales activities or any communication from Independent sales Referral for 12 months this agreement will become inactive and automatically terminated. If Independent sales Referral wants to become active in the future, a new agreement must be complete. The termination of this agreement will be effective upon receipt of a termination notice. Upon closure of an account, any pending transactions will be processed. Any funds that we are holding in custody for you at the time of closure, less any applicable fees, will be paid to you. However, you may not seek closure of your account as a means of evading customer responsibilities, disputes, or order fulfillments. If pending issues or customer disputes remain at the time you close your account, you authorize Sherine Lewis to hold your commission payment for up to 180 days or as appropriate to protect Sherine Lewis, for sale reversals or customer disputes. Upon termination of this Agreement for any reason, you will immediately cease use of links, links for sales activities will also become inactive, trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. Upon termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Sherine Lewis, or Independent Sales Referral under the terms of this Agreement shall be for any unpaid commissions. With the exception that Independent Sales Referral shall receive commission if a repeat customer (refers by Independent Sales Referral) prior to term, place orders after the term agreement, will receive same said 15% commission, if no order place from (repeat customers) no commission will be distributed. Inactive Independent Sales links (website) becomes inactive once terminated agreement received.

**16. Indemnification and Limitation of Damages.** You agree to indemnify and hold Sherine Lewis, its Independent Sales Referrals, officers, directors harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out-of or relating to your use of the Sales Referral. Sherine Lewis shall not be held liable for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program. Neither party has the right to create any obligation binding on the other except as expressly authorized in this Agreement.

**17. Final Provisions.** If for any reason, a party is unable to fulfill its obligations under the agreement, it shall immediately inform the other party thereof and do everything in its power to resume normal operations as quickly as possible. The terms of this Agreement will begin upon acceptance of a signed agreement. Either party may give notice in writing of desire to end the Agreement. In such a case, the affected party shall not be deemed to be in breach of contract and cannot be held liable.

**Signatures**

\_\_\_\_\_

**Independent Sales Referral**

\_\_\_\_\_

**Date**

## **NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement is entered into by and between Sherine Lewis,

And \_\_\_\_\_, for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint ventures or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Typed or Printed Name)

Date: \_\_\_\_\_