



Thirty-One Gifts LLC

951 Garden Ridge Parkway, Flower Mound, TX 75028
Phone: 614.414.GIFT (4438) • Fax: 614.337.1459 • mythirtyone.com

**INDEPENDENT SALES CONSULTANT
APPLICATION AND AGREEMENT**

APPLICANT INFORMATION

| | | | |
|---|----------------|-----------|----------------|
| Name (First, Middle, Last): | | Birthday: | |
| Social Security Number: | Email Address: | | |
| Telephone: | Cell: | | |
| Mailing Address: | | | |
| City: | | State: | Zip Code (+4): |
| Shipping Address (if different from above): | | | |
| City: | | State: | Zip Code (+4): |

SPONSOR INFORMATION

| | |
|----------------|---------------------|
| Name: | Consultant I.D. No: |
| Email Address: | Telephone: |

Enrollment Kit

Each Applicant must purchase a Thirty-One Gifts Enrollment Kit (optional in North Dakota or where prohibited by law). The Kit contains necessary tools and documents to help you get your Thirty-One business launched.

| | | |
|----|------------------------------|------|
| A. | Enrollment Kit Price | \$ |
| B. | Kit Choice Name _____ | |
| C. | Shipping & Handling (\$6.95) | \$ |
| D. | Subtotal (A + C) | = \$ |
| E. | Sales Tax (_____% x D)* | + \$ |
| F. | Total Due (D + E) | = \$ |

* Delivery charges are taxable in all states except AK, AZ, DE, IA, ID, MA, MT, NH, OK, OR, UT, and WY. Delivery charges are also not taxable in U.S. territories, such as Guam and Puerto Rico.

Payment Information

-- MasterCard -- Visa -- American Express -- Discover

Card No.: _____

Expiration Date (MM/YYYY): _____

CVV: _____

Zip Code of Card Mailing Address: _____

Name on Card: _____ Authorized Signature: _____

Date: _____

By signing above, I authorize Thirty-One Gifts LLC to charge my credit card for all orders, website subscriptions and payments indicated on this Application and Agreement. **Billing address for credit card must match the Applicant's address listed above**

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (five days for Alaska residents). See the reverse side of this form for an explanation of this right.

I have carefully read the Terms and Conditions on the back of this Independent Sales Consultant Application and Agreement ("Application"), the current Thirty-One Gifts Career Path and the current Thirty-One Gifts Consultant Guidebook (the current Thirty-One Gifts Career Path and current Thirty-One Gifts Consultant Guidebook are hereby incorporated into the Application and we refer to all of these documents together as the "Agreement"), and agree to abide by all terms set forth in the Agreement. I understand that both Thirty-One Gifts LLC and I may terminate the Agreement, thereby terminating any and all independent business relationship between me and Thirty-One Gifts LLC, at any time, with or without reason, by providing written notice to the other party.

Applicant's Signature

Date

By signing this page, I certify that I have not been a Thirty-One Gifts Consultant within the past six (6) months. I understand that any misrepresentation of any information I provide on this Agreement may result in action by Thirty-One Gifts, including termination of this Agreement.

Mail the completed signed original Application to: Thirty-One Gifts LLC, CAGS Dept., 951 Garden Ridge Parkway, Flower Mound, TX 75028, or Fax to 614.337.1459. If you fax the Application, please remember to fax both the front and back sides.

ONE COPY to Thirty-One Gifts

TWO COPIES to be kept by Applicant

INDEPENDENT SALES CONSULTANT APPLICATION AND AGREEMENT TERMS AND CONDITIONS

1. I understand that as a Thirty-One Gifts Consultant:
 - a. I have the right to offer for sale Thirty-One Gifts products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll individuals in Thirty-One Gifts.
 - c. If I meet certain requirements, I have the right to earn commissions pursuant to Thirty-One Gifts' current Career Path document.
2. I agree to present Thirty-One Gifts' current Career Path and Thirty-One Gifts' products and services as set forth in official Thirty-One Gifts literature.
3. I agree that as a Thirty-One Gifts Consultant I am an independent contractor, and not an employee, partner, legal Consultant or franchisee of Thirty-One Gifts. I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF THIRTY-ONE GIFTS FOR FEDERAL OR STATE TAX PURPOSES. Thirty-One Gifts is not responsible for withholding, and will not withhold or deduct from my bonuses and commissions, if any, FICA, or other taxes of any kind.
4. I understand I will be charged a monthly subscription for a replicated website that resides on the thirtyonegifts.com domain (e.g. www.mythirtyone.com/[Consultant ID]) and the monthly customer email service. A monthly subscription fee (currently \$16.95 plus tax per month) will be charged to my credit card on file. Residents of North Dakota are not required to purchase a monthly subscription. I may also terminate or make changes to my monthly subscription at any time through my Virtual Office on the Subscription tab. If this Agreement is terminated, I understand that any fees I have paid for a monthly subscription are nonrefundable, except if a refund is required under the law of my state of residence.
5. I have carefully read and agree to comply with the Thirty-One Gifts Consultant Guidebook and the Thirty-One Career Path, both of which are incorporated into and made a part of these Terms and Conditions. If I have not yet reviewed the Consultant Guidebook and Career Path at the time I sign this Application, I understand that they are posted at www.ThirtyOneToday.com. I will review the Consultant Guidebook and the Career Path within three (3) days from the date on which I sign this Application. If I do not agree to the Consultant Guidebook, my sole recourse is to notify Thirty-One Gifts and cancel my Agreement within three (3) days of signing this Application. Failure to cancel within three days constitutes my acceptance of the Consultant Guidebook. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for any applicable commissions, overrides, and bonuses from Thirty-One Gifts. I understand that the Agreement may be amended at the sole and total discretion of Thirty-One Gifts, and I agree to abide by all such amendments. Notification of amendments will be provided, as more fully described in the Consultant Guidebook. Amendments will become effective 30 days after publication, but amended policies will not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Thirty-One Gifts business or my acceptance of bonuses or commissions after the effective date of any amendment will constitute my acceptance of any and all amendments.
6. If my Agreement is canceled or terminated for any reason, I understand that I will lose all rights as a Consultant. I will not be eligible to sell Thirty-One Gifts products and services nor will I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former Downline sales organization. **In the event of cancellation or termination, I waive all rights I have, including but not limited to property rights, to my former Downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former Downline organization. Thirty-One Gifts reserves the right to terminate any Consultant Agreement at any time and for any reason or no reason by giving written notice to such Consultant. I may terminate the Agreement at any time and for any reason or no reason by giving written notice to Thirty-One Gifts.**
7. I may not assign any rights under the Agreement. Any attempt to transfer or assign the Agreement without the express written consent of Thirty-One Gifts renders the Agreement voidable at the option of Thirty-One Gifts and may result in termination of my business.
8. I understand that if I fail to comply with the terms of the Agreement, Thirty-One Gifts may, at its discretion, impose upon me disciplinary sanctions as set forth in the Consultant Guidebook, including, but not limited to, termination of my relationship with Thirty-One Gifts. I agree that Thirty-One Gifts may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to Thirty-One Gifts.
9. Thirty-One Gifts, its parent or affiliated companies, directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as "affiliates"), will not be liable for, and I release and hold harmless Thirty-One Gifts and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless Thirty-One Gifts and its affiliates from all liability arising from or relating to the promotion or operation of my Thirty-One Gifts business and any activities related to it (e.g., the presentation of Thirty-One Gifts products or Career Path, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Thirty-One Gifts for any liability, damages, fines, penalties or other awards arising from any conduct relating to operating my business. I understand my indemnification rights in relation to Thirty-One Gifts are found in the Consultant Guidebook.
10. The Agreement, in its current form and as amended by Thirty-One Gifts at its discretion, constitutes the entire contract between Thirty-One Gifts and myself. Any promises, representations, offers or other communications not expressly set forth in the Agreement are of no force or effect.
11. Any waiver by Thirty-One Gifts of any breach of the Agreement must be in writing and signed by an authorized representative of Thirty-One Gifts. Waiver by Thirty-One Gifts of any breach of the Agreement by me will not operate or be construed as a waiver of any other breach.
12. If any provision of the Agreement is held to be invalid or unenforceable by a court or other body with enforcement oversight rights, such provision will be severed, and the severed provision will be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.
13. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. In the event of a dispute between me and Thirty-One Gifts arising from or relating to the Agreement, or the rights and obligations of either party, the parties may, at their discretion, attempt in good faith to resolve the dispute through nonbinding mediation, as more fully described in the Consultant Guidebook. I understand that neither party hereto will be obligated to engage in mediation as a prerequisite to disciplinary action against me. If the parties are unsuccessful in resolving their dispute through mediation, the dispute will be settled by arbitration, as more fully described in the Consultant Guidebook.
14. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to Customer and/or Consultant lists as well as other trade secrets, trademarks, trade names, patents and copyrights; or also to enforce its rights under the non-solicitation provisions of the Consultant Guidebook. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Northern District of Texas, or state court residing in Denton County, Texas.
15. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against Thirty-One Gifts with jurisdiction and venue as provided by Louisiana law. Should a Louisiana resident cancel the Agreement, Thirty-One Gifts will refund 90% of the purchase price for the Business Kit and costs paid for the personal website on mythirtyone.com.
16. MT Residents: Should a Montana resident cancel the Consultant Agreement within 15 days from the date of enrollment, Thirty-One Gifts will refund 100% of the purchase price for the Business Kit costs paid for the personal website on mythirtyone.com.
17. MA and WY Residents: Should a Massachusetts or Wyoming resident cancel the Consultant Agreement, Thirty-One Gifts will refund 90% of the purchase price for costs paid for the personal website on mythirtyone.com.
18. Except as provided in paragraphs 15–17, refunds will be issued as provided in the Consultant Guidebook and in the following Notice of Right to Cancel.
19. **A participant in this multilevel marketing plan has a right to terminate at any time, regardless of reason. Termination must be submitted in writing to Thirty-One Gifts at its principal business address. Thirty-One Gifts may also terminate at any time, regardless of reason.**
20. I understand that if I wish to bring an action against Thirty-One Gifts for any act or omission relating to or arising from the Agreement, I must bring the action within one (1) year from the date of the alleged conduct giving rise to the cause of action (or when I knew or reasonably should have known of the alleged conduct), or the shortest time permissible under state law. Failure to bring such action within such time will bar all claims against Thirty-One Gifts for such act or omission. I waive all claims that any other statute of limitations applies.
21. I authorize Thirty-One Gifts to use my name, photograph, videos, personal story and/or likeness in advertising or promotional materials, and waive all claims for compensation for such use, as more fully described in the Consultant Guidebook.
22. I understand that Thirty-One Gifts, LLC is a member of the Direct Selling Association and provides certain assurances under the Direct Selling Association Code of Ethics (www.dsa.org/code), including provisions dealing with the return of inventory.
23. A faxed or scanned copy of the Agreement will be treated as an original in all respects.
24. I am of sound mind and of legal age to enter into contracts.

**INDEPENDENT SALES CONSULTANT APPLICATION AND AGREEMENT
NOTICE OF RIGHT TO CANCEL**

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the date you submitted your signed Independent Sales Consultant Application and Agreement (five [5] business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, to Thirty-One Gifts LLC, Attn: CAGS Department, 951 Garden Ridge Parkway, Flower Mound, TX 75028, NOT LATER THAN MIDNIGHT of the third business day following the date you submitted your signed Independent Sales Consultant Application and Agreement.

Phone: 866-GIFTS31 (866-443-8731)
Fax: 614-337-1459

I HEREBY CANCEL THIS TRANSACTION.

Buyer's/Consultant's Signature: _____

Date: _____

Print Buyer's/Consultant's Name: _____

Phone: _____