

Date:

Re: Offer Letter of Agreement

Dear: _____

This letter of agreement is to appoint you as an Independent Contractor Beauty Advocate hereafter known as "BA" at Endurance USA Inc DBA Arganissima New York. Hereafter known as "at Arganissima New York". Details of this agreement are as follows:

Start Date: _____

Status: Independent contractor: W-9, Tiered commission only.

I. Solicitation. BA shall engage in the solicitation of Business accounts and selling products in accordance with company's policies or any applicable city, state or federal laws and regulations. BA acknowledges and agrees that sales and solicitation of products for Arganissima New York Plans by BA shall be to different prospects individuals and businesses including but not limited to SPAs, Beauty Salons, Retailers and wholesalers.

Education and Training. BA acknowledges and agrees that this appointment, and continuation of this appointment and Agreement is subject to the BA's participation in, and successful completion of requirements including educational, training and certification programs as specified by Arganissima New York from time to time.

III. As used in this Agreement the term " Arganissima New York Requirements" shall mean and include written policies, procedures, rules, directives and guidelines in regard to (i) advertising, marketing and sales of Arganissima New York (ii) the Arganissima New York Compliance Program, Code of Conduct and its Fraud, Waste and Abuse (FWA) Program, FWA Training and information on how to access the Compliance Officer; (ii) Sales/Marketing Oversight Program(s); and (iii) Arganissima New York and BA participation in credentialing, education, training and certification programs provided by Arganissima New York and/or its designee.

IV. As used in this Agreement, "BA" shall mean an individual who: is recruited, trained and has been appointed by Arganissima New York and entered into the "Arganissima New York Beauty Advocate Independent Contractor Appointment and Agreement."

V. As used in this Agreement, the term "**Policies, Laws and Regulations**" shall mean and include: all policies, protocols, rules and regulations enacted, adopted, promulgated, applied, followed or imposed by any the company and any governmental authority or court in respect of Guidelines bulletins, manuals, instructions, requirements, policies, standards, or directives from time to time adopted or issued by such entity.

VI. BA agrees to, will abide by and comply with the obligations imposed pursuant to Arganissima New York policies and any Laws and Regulations,

VII. Representation of Arganissima New York. BA shall actively promote the sale of Arganissima New York Products and obtain deals from interested clients. In its representation of Arganissima New York, BA shall not materially misrepresent Arganissima New York. BA shall adhere to all Arganissima New York Requirements, including training and education programs and information on access to the Arganissima New York Corporate Compliance Officer, and all City, State or Federal Laws and Regulations, in regards to marketing and sales of, any Arganissima New York Product, made available to BA at initial education and training program.

VIII. Advertising Sales Materials. BA shall comply with all Arganissima New York Requirements with respect to use of Arganissima New York approved advertising and sales material. BA's Arganissima New York policies and any Laws and Regulations, BA shall utilize only Arganissima New York authorized sales materials. No advertising, circulars or other written material intended for promotional use or publication by BA which concerns Arganissima New York shall be issued, used or published by BA unless and until it is (a) submitted to Arganissima New York for review and (b) approved by Arganissima New York in writing, following approval of such materials by an authorized admin, where applicable.

IX. Supplies. All material furnished to BA by Arganissima New York, including forms, applications, proposals and related advertising, and sales material are the property of Arganissima New York and, shall be used only in the manner intended and for the furtherance of Arganissima New York 's business. Any materials in BA's possession or control at the termination of this Agreement shall be promptly returned to Arganissima New York.

XI. Commissions. Arganissima New York agrees to pay commissions to BA in accordance with the commission schedule in Attachment A-1. BA shall accept such payments as compensation in full for all services performed and for all expenses incurred by BA under this Agreement.

Commission:

I. General Provisions Relating to Compensation;

Commission Amount (CA): means that amount to be paid to BA upon a client purchasing products and complete payments have been made and collected.

Commission: There is a monthly minimum individual required expectation goal, achievement of each of the monthly targeted sales goal will fluctuate and result in a total compensation based on the commission structure depicted in Attachment A.

CA Payment(s):

1. All commissions shall be paid to BA on a biweekly basis.
2. BA acknowledges and agrees to payment of the CA as described above.
3. BA further acknowledges and agrees that there will be no payment for any client or account that closes before total payment amounts are cleared are available into an Arganissima Bank Account.
4. BA understands that any commission paid for a client whose payment is declined within the payout month will be subject to charge backs in the subsequent month.

II. Acknowledgements by BA and Arganissima New York.

A. Rules, Regulations & Guidance: BA acting on behalf of itself acknowledge and agrees that:

1. All compensation must comply with regulations, rules, marketing guidelines, interpretations and instructions, currently in force and as may be amended from time to time;
2. The provisions set forth above are based on current Arganissima New York compensation guidelines and maybe subject to change at company's discretion.

B. Amendments by Arganissima New York.

1. Arganissima New York may amend the provisions set forth in this Attachment A by providing thirty (30) days advance notice to BA. If BA does not object to the amendment within the thirty (30) day notice period, the amendment shall take effect as of the date stated in the notice.
2. If and when applicable, Arganissima New York will provide to BA, on an annual basis a new Attachment A which shall set forth the new year's compensation plan.

ATTACHMENT A

2021 COMMISSION COMPENSATION PLAN AND PAYMENT SCHEDULE

1. **Sales Targets and Commission:** The monthly expectation for the BA is **200 retail products**, which is prorated on a weekly and adjusted accordingly on a biweekly basis for payment based on a tiered level.
2. **Commission Amount Arganissima New York** shall compensate BA as follows for each individual sales generated through the efforts of the BA in accordance with the terms of this agreement.
3. Arganissima New York will then pay the BA a Commission Amount (CA) as follows:

Sales Pay out Tiers	% of total sales
Tier 1: 100% of goal (1 – 200)	25%
Tier 2: 110% of goal (201 -220)	(+20)@ 30%
Tier 3: 120% of goal 240 – 259):	(+59)@35%
Tier 4: 130% of goal (260 – 300)	(+40)@40%
Tier 5 flat rate any product sold 301 +++ is @ 20%	1000 units
Tier 5 flat rate any product sold 301 +++ is @ 20%	2000 units
Tier 5 flat rate any product sold 301 +++ is @ 20%	3000 units

15% FLAT RATE FOR ALL WHOLESALE ACCOUNTS ORDERING 3001 UNITS OR MORE

The terms set forth above shall apply to all sales of products occurring at any time during the calendar year (“Applicable Plan Year”).

Accepted By: _____ Date _____

Separation:

If a Participant terminates this agreement with Arganissima New York, no further Commissions will be earned or paid following such termination date with respect to clients and accounts generated previously by the said BA.

Arganissima New York reserves the right to modify, suspend, amend or terminate this commission plan at any time and without prior notice or consent by participants.

The final decision on whether a commission is considered earned is within the sole discretion of Arganissima New York.

II. Acknowledgement

I have reviewed and understand the terms and conditions of this Commission Plan. I understand the terms and conditions of this Commission Plan may be reviewed periodically and may be modified, suspended, amended or terminated at any time upon written notice. I understand that I have entered in an Independent contractor agreement and not as an employee of Arganissima New York, nothing contained in this Commission Plan is intended to alter this relationship in which either Arganissima New York or I can terminate the relationship at any time with or without cause or advance notice. I understand and acknowledge that I have the sole responsibility to consult my CPA or accountant relating to income taxes relevant to this Commission Plan or any commission payments hereunder.

Beauty Advocate- Independent Agent - Signature

Date

Arganissima New York Officer - Signature

Date

