

Preferred Customer Agreement & Payment Authorization Form**What is it and how to join SURE Cosmetics Preferred Customer Program "PCP"?**

Our company welcomes anyone to join the SURE Cosmetics "PCP" which will allow an instant 15% discount on purchases of our high quality products along with other future periodic special discount programs and promotions.

All new PCP members are also enrolled in the Loyalty Rewards Program. The only requirement to become a PCP member is to carefully read, accept and sign this agreement and provide information of the Sure Cosmetics Consultant who referred you to this document.

Additionally, every new PCP member must satisfy the following two requirements:

a) Keep a minimum quarterly purchase volume commitment of one bottle of any fragrance or the equivalent minimum purchase volume of \$190.40 TTD (VAT exclusive).

This first minimum purchase is required at the time of signing up to this program.

b) Provide our Consultant who refers you to the program with at least five qualified prospective customers.

Their information should include the following: name, phone number and email.

You must also agree that our Consultant may mention your name once contacted.

Instructions on processing the application.

In order to process this application in a timely and efficient manner, please obey the following rules:

- All fields **BOLD, ITALIC AND UNDERLINED** must be entered.
- If this form is not filled out electronically on your computer please make sure to use all caps (BLOCK) letters.

Eg - **FULL NAME:** JOHN DOE

- Your personal e-mail address must be entered.
This is the only way we can communicate with you in case of promotions, company updates or information about your earned Loyalty Rewards Program. If you do not have a valid email account, you can get one for free from websites like GOOGLE, MSN, YAHOO, etc. If you are not sure how to get one, please ask our Consultant for help or get in touch with our company trainers. DO NOT USE someone else's e-mail address, it should be your own personal account.
- When entering a cell phone number, please also provide your area code.
- Consultant Information - This is extremely important, we cannot process applications without provided Consultant information. In case you do not have a Consultant who referred you to this program, please contact our office at 1312-881-8163. You may also send us an email requesting one to be assigned to you by writing to pcpservices@surecosmetics.com However, once a Consultant is selected by us, you will not have an option to change one for any reason. We have a strict policy to protect everyone's business integrity which also means we uphold the highest ethics standards.
- Submitting the application:
Depending on the location of your branch office, you may deliver the original application to the branch office for processing (usually 48-72H) or scan signed documents including your government issued ID and email it to pcpservices@surecosmetics.com which will allow for faster processing. However, to complete the process and claim your discount card, you must visit our location and finalize a minimum purchase requirement of \$190TTD plus VAT. Please visit our website to obtain the address information to the closest location nearest you.
- After submitting your application, you will be notified via e-mail and get access to your online preferred account where you can manage your subscription, view your past orders, find out about special promotions, etc.

From that point, you will be able to instantly start saving up to 15% off the published retail price in our catalog and start earning the Loyalty Rewards points which can be exchanged for our products and services.

Thank you for your understanding and cooperation. Your SURE scent story begins TODAY!

With regards,
Customer Services



Preferred Customer Agreement & Payment Authorization Form**PLEASE USE CAPITAL LETTERS ONLY AND WRITE CLEARLY*****PCP Terms & Conditions of the Agreement*****1. PCP Rights & Obligations**

I understand that as a participant of a Preferred Customer Program of SURE Cosmetics:

I must be of legal age in the state/country in which I reside.

I will comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations. I will not commit any act of dishonesty, or in any way, act in a way that would harm SURE Cosmetics or its reputation.

I will not display or resell SURE Cosmetics product(s) through internet or any other way; I will not infringe on any intellectual property rights of SURE Cosmetics, including but not limited to, its trademarks, copyrights, or trade names.

I will not use trademark, shop name, domain name system and other intellectual property in any way. I will not discuss SURE Cosmetics or release any SURE Cosmetics related advertisement through the media;

When SURE Cosmetics Consultant introduces SURE product(s) to others, it shall not contain any exaggerated or false advertising; SURE Cosmetics PCP members may apply to become a SURE Cosmetics Consultant in the future under the same sponsor or another person within the original sponsor organization structure as per sponsors discretion. You may not choose a new sponsor outside of the original sponsors organization.

2. Preferred Member Status.

I agree that as a SURE Cosmetics Preferred Customer, I am a retail customer.

I am not an employee, agent, partner, legal representative, independent contractor, or franchisee of SURE Cosmetics. I agree that SURE Cosmetics will charge sales tax as required by law.

I AGREE AND UNDERSTAND THAT AS A PREFERRED CUSTOMER PARTICIPANT I CANNOT RESALE OR MARKET SURE COSMETICS PRODUCTS IN ANY WAY.

3. Termination and Renewal.

The term of this agreement is set to be perpetual and will remain in effect until membership termination by any of the parties. This Agreement will suspend automatically if PCP member wouldn't maintain a three month minimum purchase volume commitment and falls in to inactive status. Inactive Status for the purpose of this agreement means not meeting a minimum purchase volume within a three months period from the date of the last minimum purchase. If a PCP member wants to terminate the membership, one shall submit to pcpservices@surecosmetics.com a "Termination Agreement Notice" no later than the 20th day of each month for the cancellation to be made the same month. Terminations requests received by the 21th day of each month will become effective the following month or payout period. I understand that in order to reinstate inactive account my Loyalty Reward Program will restart from month one. There shall be no additional fee for each renewed year if account is in a good standing and active.

4. Solicitation Agreement.

I also agree that during the term of this Contract and for one (1) year following the termination or cancellation of this Contract, I will not directly or indirectly solicit or recruit any SURE Cosmetics Independent Consultants to engage in a competing or other direct marketing business.

5. Assignment.

I may not assign any rights or delegate my duties under this Contract. SURE Cosmetics may freely assign the Contract at any time.

6. Breach of the Agreement.

I understand that if I fail to comply with the terms of my Contract, SURE Cosmetics may, in its sole discretion, cancel this agreement. If I fail to pay for products or services when payment is due or am indebted to SURE Cosmetics for any reason, SURE Cosmetics may cancel this agreement.

7. Limitation of Liability and Indemnification.

SURE Cosmetics, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred as "affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If SURE Cosmetics is found to be in breach of the Contract, the maximum amount of damages I may claim shall be limited to the amount of SURE Cosmetics products that I personally purchased from the company and have remaining on hand. I release and agree to indemnify SURE Cosmetics and its affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising from, or relating to my actions in the unauthorized promotion and the making of any unauthorized claims, the failure to comply with any applicable country, federal, state, or municipal law or regulation, etc.

8. Waiver and Severability.

Any waiver by SURE Cosmetics of any breach of the Contract, or modification of this Contract, must be in writing and signed by an authorized officer of SURE Cosmetics. If any provision of the Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Contract will remain in full force and effect.

9. Survival.

All Sections of this Agreement, as well as the covenants to protect SURE Cosmetics' trade secrets, confidential information, intellectual property, and other proprietary materials, shall survive the termination of the Contract. These Regulations govern the legal relationship between SURE Cosmetics and the Preferred Customer Participant.

The provisions of the regulations of SURE Cosmetics individual branches may differently regulate certain matters governed by the provisions of these Regulations due to differences in legal regulations in force in the territory of different countries.

In cases not provided for by provisions of these Regulations, the provisions of applicable law binding in your country shall apply.

In case of invalidity or ineffectiveness of any provision of these Regulations, the remaining provisions shall be valid and remain in force. It is assumed that the invalid or unenforceable provisions shall be replaced by valid and enforceable provisions which, to the fullest possible extent, carry out the objectives expressed in the provisions which proved to be invalid or unenforceable. SURE Cosmetics may change the Regulations due to essential reasons and each Preferred Customer shall be notified in writing about it. Essential reasons include in particular: the necessity to adapt the provisions of the Regulations to the binding legal regulations, significant change of factual or legal circumstances. Preferred Customer shall have the right to refuse the acceptance of the proposed change of Regulations within 30 days from the day he receives the notification about the change of the Regulations. Failure to submit the declaration in writing refusing the acceptance within 30 days shall be regarded as the acceptance of the proposed change. The refusal to accept the proposed change of the Regulations submitted in the aforementioned time limit shall result in the notice to terminate the Preferred Customer Participant Agreement pursuant to paragraph 3 of this agreement.

10. Resolution of Conflicts.

In the event of any dispute arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute. If they do not resolve the dispute, the parties agree to in good faith enter into mediation, in the country where they reside and SURE Cosmetics has an affiliated registered office branch location. In case there is no legal SURE Cosmetics branch office registered in your country of residence Preferred Customer agrees to enter in to mediation under the laws of State of Delaware, United States, and to split the costs of the mediation. Nothing in this paragraph, however, limits a party from seeking injunctive relief, in a court of law where a SURE Cosmetics branch office has a legally registered company, prior to engaging in mediation.

11. Governing Law.

Should mediation fail to resolve this dispute, or should a party seek injunctive relief, I consent to exclusive jurisdiction and venue before any federal or State court in Kent County State of Delaware. International Preferred Customers residing outside of United States may elect to resolve disputes in the Federal Court of the country where SURE Cosmetics has a legally registered company and are legal residents of such country. Preferred Customers residing in countries where SURE Cosmetics do not have legal registered structures and wishing to participate in the program consent to exclusive jurisdiction and venue before any federal or State court in Kent County State of Delaware. I agree that notwithstanding any statute of limitation to the contrary that any claim or action I wish to bring against SURE Cosmetics for any act or omission relating to the Contract must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against SURE Cosmetics for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.

12. Electronic Communication.

I authorize SURE Cosmetics and its affiliates to communicate with me through electronic mail, fax or via Text message at the email address, fax number or cell phone number provided in this Agreement. I understand that such communication may include offers or solicitations for the sale and purchase of SURE Cosmetics products, sales aids, or services.



Preferred Customer Agreement & Payment Authorization Form

13. Counterparts.

Faxed or emailed copies of this Agreement shall be deemed an original. To be valid, copies submitted to SURE Cosmetics by fax or email must include the front and back of the document with my initials on each page.

14. Data Protection.

I give consent for SURE Cosmetics to process the personal data contained in this application/agreement and to transfer this personal data, together with information about this account's future sales activities, to any of SURE Cosmetics' worldwide subsidiaries and affiliated companies, and to others who are in the same sales organization or distribution chain, for the sole purpose of administering the sales and distribution of SURE Cosmetics' products and providing reports to its Independent Consultants of sales activity in their sales organizations. I understand that this transfer of information may be made to countries without a level of legal protection of privacy equivalent to that provided in my home country.

15. Personal Guarantee.

I understand that by signing this Agreement, whether I am signing on behalf of a Company, trust, or as an individual, that I also personally and individually guarantee the obligations of a Preferred Customer Participant in full.

16.Backup Order Agreement

I agree and fully accept the item of "Backup Order Agreement" in this Agreement. If any product in the Backup Order becomes unavailable or is out of stock, I authorize SURE Cosmetics to substitute another product or products of equal or greater value to ensure that I meet my minimum quarterly purchase volume commitment. If there is any price differential for substituted product(s), I authorize SURE Cosmetics to deduct or bill me the above differential. If I need to modify or cancel my Backup Order, I shall fill in the "Modify/Cancel Backup Order Notice" and submit it to SURE Cosmetics Service Center or e-mail to pcpservices@surecosmetics.com. I understand that I must send all information regarding changes to SURE Cosmetics by/on 20th of every month for changes to become effective the same month. Changes requested after/on 21th will become effective the following month.

17. Backup Order Substitutions

In the event that any product, or if the Product Points for any products I have selected are reduced, I authorize SURE Cosmetics to charge/bill my account for any price difference for the substituted product(s). If I am not satisfied with the substitute product(s) I will have 30 days or until next pay period ends to replace products I am not satisfied with. Products must be in original packaging and not opened in resalable condition.

18.Reserved for future use

19. Change/Return Product

For the detail of SURE Cosmetics change/return product and our satisfaction guarantee, please see the http://t.surecosmetics.com/shipping_returns.php

20.Error Correction Measure

If any PCP member violates the obligation of this agreement, or any other SURE Cosmetics policy SURE Cosmetics will take following one or multiple actions:

- 1.Verbal warning;
- 2.Written warning and proclaim;
- 3.Pause purchase right;
- 4 Freeze PCP rights in whole or in part;
- 5.Cancel membership;
- 6.Other measures prescribed in other SURE Cosmetics policy & procedures.

21. Applicant's Guarantee and Statement

I am of the legal age (18 years of age and above), I have carefully read and agree to the SURE Cosmetics Preferred Customer Agreement Terms and Conditions. IF this application is not filled properly or the attachments are not complete, invalid unreadable or missing, this application and the agreement will be voided. This Preferred Customer Agreement is not valid unless signed. If I don't update personal data in time, SURE Cosmetics will not hold any responsibility about loss of the part or in whole of this agreement. I understand and agree to provide hard copies of government issued ID and bank account details to SURE Cosmetics when applying to be a Preferred Customer. I guarantee that all the information I provided is true and correct, and the form is filled in and signed at my free will and I will be liable for any legal responsibility. If there're changes to my information, I have a duty to inform SURE Cosmetics as soon as possible.

NOTES:



Preferred Customer Agreement & Payment Authorization Form

Apply for new Preferred Customer account Data Amendment | Branch : _____ (Filled by SURE Cosmetics Consultant)
Country of registration where SURE Cosmetics office exists.

Step 1. Applicant Information

NO APPLICATION WILL BE PROCESSED WITH MISSING ***ITALIC AND UNDERLINED*** FIELDS

<u>FULL NAME:</u>		
Date of Birth DD/MM/YYYY	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	<u>E-MAIL:</u>
Occupation: <input type="checkbox"/> Office <input type="checkbox"/> Factory <input type="checkbox"/> Service industry <input type="checkbox"/> Private business <input type="checkbox"/> Retired		
<input type="checkbox"/> Other _____		
Telephone No:	<u>CELL NO:</u> (including area code)	Fax:
<u>STREET ADDRESS:</u>		<u>COUNTRY:</u>
<u>CITY:</u>		<u>STATE/PROVINCE:</u>
		<u>ZIP/POSTAL CODE:</u>
Business Name: (optional)		Business Tax ID#(required if business name is provided)

Step 2. Your Consultant (sponsor) Information

<u>FULL NAME:</u>	<u>SURE COSMETICS ID#:</u>
Telephone No:	E-mail:

Back Up Order Form / Will Call - Quarterly Sales Volume Commitment* (optional)

I understand and agree to choose a minimum quarterly purchase volume commitment until cancelled of one bottle of any fragrance or the equivalent minimum purchase volume of \$190.40TTD (VAT exclusive). Backup orders are perfect when you're away on a vacation or just simply did not meet your minimum purchase volume commitment, or just forget to place your order, and you don't have a remaining balance in your Loyalty Rewards Program. The Backup Order will be placed on your behalf automatically and stored for in the will call for you to pick up while keeping you in good standing to meet quarterly purchase volume, to receive your Preferred Customer 15% discounts and other Preferred Customer benefits.

<input type="checkbox"/> Select Products by yourself (Complete form below)		<input type="checkbox"/> Standard Backup Order of \$190.40TTD WILL CALL Products will be assorted for you based on our discretion. Do not fill in the form		
Product#	Product Name:	Quantity:	Unit Price: specify currency	Total:
Order form excludes delivery and sales tax which will be specified on the shipping list once products are delivered. Restrictions apply.		TOTAL ORDER: product cost only \$		

You can buy any SURE Cosmetics product in preferential price of 15% discount from the retail price. Only if by the end of the third month from your last minimum purchase value doesn't reach \$190.40TTD, and you don't have a remaining balance in your Loyalty Rewards Program, at the beginning of a following month we will attempt to charge the account specified below and send/put aside for will call pick up the products in your backup order list. In case where we are unable to process the sale at that point your account will be suspended, your 15% discount privilege will be voided and all your LRP credits will be forfeited including your program seniority benefits. In other words when you decide to join the program again next time you will be starting the LRP from the beginning.



Preferred Customer Agreement & Payment Authorization Form

Loyalty Rewards Program Information:

SURE Cosmetics Loyalty Rewards Program (LRP) provides free product credits for purchases.

As a participant in the Preferred Customer Program (PCP) you are automatically enrolled in Loyalty Rewards Program(LRP), you will immediately begin to earn product credits that can be used as cash to purchase SURE Cosmetics products in the future. The longer you participate in the LRP, the more credits you can earn—up to 15% of your total monthly Loyalty Rewards purchases! **Loyalty Rewards Credits** (Earn product purchase credits on the spend value of your Loyalty Rewards orders pre tax)

Months 1 to 3	Months 4 to 6	Months 7 to 9	Months 10 to 12	Months 13+
3%	6%	9%	12%	15%

I understand if I don't have a remaining balance in my Loyalty Rewards Program I am obligated to make a purchase of \$190.40TTD (plus applicable sales tax) which is minimum of a quarterly purchase plan requirement. Provide that in case where on the end of the third month cycle my minimum purchase is not completed my account will be suspended voiding all my rights and benefits to the Preferred Customer Program including losing all credits earned but not redeemed from the Loyalty Rewards Program as well as the program seniority benefits.

I also acknowledge and confirm that my personal consultant had presented to me all information related to obligations of participation in this program prior to my signing of this agreement. Furthermore I understand that I have the right to terminate my SURE Cosmetics Preferred Customer membership at any time, with or without reason, by sending written notice to the Company via email at pcpservices@surecosmetics.com

SURE COSMETICS IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OUTLINED IN THE AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS, POLICIES AND PROCEDURES, FURTHER KNOW AS "THE AGREEMENT"

Yes! I want to be a Preferred Customer Program participant (PCP) of SURE Cosmetics.

I have read and agree to the terms and conditions found below of this application and agree to abide by all terms set forth herein.

I agree that I do not currently have an interest in any SURE Cosmetics account, or if I do have or ever have had such an interest, my application for this account does not violate SURE Cosmetics policies and Procedure found at <http://www.surecosmetics.com/Documents4all/forms/PoliciesandProcedures.pdf>

--	--

Applicant's Signature

Date DD/MM/YYYY

NOTICE OF RIGHT TO CANCEL Date of Transaction: ____ / ____ / ____ (if no date is provided the date of the PCP agreement supersedes)

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (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 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 return to the seller, 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 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, or send a telegram, to SURE Cosmetics 203 N. LaSalle Ave Suite 2100 Chicago, IL 60601 or to your nearest local SURE Cosmetics branch located outside of United States NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION. Signature _____ Date ____ / ____ / ____

OFFICE USE ONLY		
Application Date DD/MM/YYYY	Documents Received	Received by Staff Name: "print"
	<input type="checkbox"/> Others:	
		Confirmed by Supervisor: "print"

