

TERMS and CONDITIONS

The terms and conditions set forth herein form the Agreement between the Independent Consultant and Latasia & Co., Inc. Submission of this Agreement is confirmation of understanding and an acceptance of these terms as well as the Policies & Procedures.

1) The Term of this Agreement is for one year from the date of acceptance by the Company unless earlier terminated pursuant to the Condition #11 herein and provided the Independent Consultant does not default on the Terms and Conditions. This Agreement will be renewed for successive terms of one year in accordance with the then existing Policies & Procedures of the Company at the anniversary date of this Agreement.

2). The Applicant must be the age of consent stipulated by the state wherein the individual resides.

3). The Applicant acknowledges and understands that this Agreement shall not become binding on either party until it has been accepted by Latasia & Co. at the Corporate Office and shall be governed by the laws of the State of Rhode Island.

4). The Applicant will become a Consultant upon acceptance of this application by Latasia & Co., and will, at that time, have the right to purchase Latasia products at the wholesale price in accordance with Latasia & Co.'s Marketing Plan.

5) The Applicant understands that there is no requirement beyond the completion of this Agreement and the purchase of a Business Portfolio to become a Latasia Consultant and that any purchases of samples, sales aids, literature, etc., are strictly voluntary.

6) Upon acceptance of this Agreement, the Applicant will become an Independent Contractor responsible for his/her own business, and not an employee of Latasia & Co. As an Independent Contractor the Applicant will not be covered by Latasia & Co. under any Federal Unemployment or Workman's Compensation Act or for Social Security benefits. The Independent Contractor is also responsible for payment of all federal, state and local income taxes arising out of the Independent Contractor's activities and for filing all returns and reports.

7). As an Independent Contractor, the Latasia Consultant shall: (a) Promote the Retail Sale of the Company's products
(b) At the Independent Contractor's own expense make, execute or file such reports and obtain such licenses as are required by law or public authority with respect to the Agreement and/or the receipt, holding, selling, distributing or advertising of the company's products and services.

8) The Independent Contractor acknowledges that he/she is a wholly independent marketing representative who establishes and services retail customers of the Company's products and/or services as an Independent Contractor. The position of Independent Consultant does not constitute either the sales of a franchise or a distributorship. The Agreement is not intended and shall not be construed to create a relationship of employer/employee, agency, partnership or joint venture between any Consultant, sponsor and/or the Company.

9) The Independent Consultant agrees not to use the Latasia Company logo, trade name, any Latasia published materials (including photos) or trademarks in any way other than those specified by the company's Policies & Procedures, or to name Latasia & Co. in any advertising format or medium without the express written consent of Latasia & Co. All Latasia published materials are copy written and are subject to Federal Copyright Laws.

10) The Independent Consultant shall not make any statements or representations regarding the Company's products, services or Profit Plan other than those contained in materials provided by the Company.

11) The Company may terminate this Agreement in the event the Independent Consultant breaches any part contained herein or in the Policies and Procedures. An Independent Consultant shall be entitled to discontinue their Consultant status at any time and for any reason. Consultants are asked to notify the Company and their Sponsor in writing.

12) The Company shall be entitled to change product prices at any time and without notice, and to make changes in the state of Policies and Procedures.

13) As a Latasia Consultant, I agree not to use any proprietary or confidential information (including but not limited to: customer information, financial information or information regarding other Latasia Consultants or Directors) belonging to Latasia during or after this agreement, in any way, to adversely affect Latasia or benefit another direct selling company. I will not solicit or persuade any Latasia Consultant or Director to promote or sell the products of another direct selling company.

14) This Agreement constitutes the entire agreement between the Consultant and Latasia and no other promises, guarantees or agreements of any kind shall be made.

15) This Agreement is not intended to create a partnership or relationship of any kind between the Independent Consultant and any party of Latasia. The Independent Consultant has no authority to bind the Company to any such obligation.

16) This Agreement provides that the individual will not be treated as an employee with respect to those services for state tax purposes.

17) An Independent Latasia Consultant who terminates his/her Agreement with Latasia & Co. may return merchandise and sales aid/literature items in perfect condition, purchased directly from Latasia & Co. to the Corporate Office for a refund according to the following schedule:

| Purchase Period ... | Refund Percentage |
|---------------------|-------------------|
| 0-30 days ... | 90% |
| 31-60 days ... | 50% |
| 61+ days... | 0% |

Shipping and handling is non-refundable. A refund check will be processed within seven working days. Any commissions already paid to the Consultant on returned inventory together with the value of any promotional prizes won by the Consultant will be deducted from the refund amount which shall be paid in sixty days. An Independent Consultant who terminates his/her Agreement and returns merchandise and sales aid/literature items for refunds forfeits all future privileges to become an Independent Latasia Consultant.

18) Partial Validity: Should any portion of these Rules and Regulations, of the Consultant's application and agreement, or any other instruments referred to herein or issued by the Company be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and affect.

19) The Consultant agrees the sale of product will not occur via the internet, unless this sale is through the company sanctioned website only. The Company agrees to maintain this site for all Designers for a one-time set-up fee and a monthly maintenance fee, which will be determined by the Company's policy.