



BAIXARDOC

SCENTSY STANDARDS
INDEPENDENT CONSULTANT AGREEMENT
UNITED STATES





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INTRODUCTION



CONGRATULATIONS!

You've taken the first step in your journey as an Independent Scentsy Consultant, and we are so excited for you! Welcome to the family!

The Agreement

Becoming a Consultant means you are entering into a legally-binding business relationship with Scentsy, Inc. The Independent Consultant Agreement (in short, "Agreement") is between an Independent Scentsy Consultant (that's "you"!) and Scentsy, Inc. ("Scentsy").

Since this is a legal contract, we have to include some legalese (mostly in Chapter 5). To help you follow along, here is a brief rundown of what is included in the Agreement and an explanation of a few terms:

The Agreement contains Scentsy's standards, which define the fundamental requirements and procedures, expected behaviors, and acceptable activities as you share Scentsy's products and opportunity with others. Compliance with these standards will help you operate your business in a healthy and ethical manner. The Agreement also includes the Compensation Plan, which defines the Commission and Bonus structure – basically, how you get paid. When you enroll as an Independent Scentsy Consultant, you are agreeing to comply with the Agreement.

"Scentsy Brands" indicate Scentsy-affiliated brands. References to "Scentsy Consultant" indicate independent consultants representing one of the Scentsy Brands. Some include a few other terms in this Agreement that may be new to you. If the term is capitalized, check out its definition in Chapter 5, Definitions.



Your Rights

As a Current Independent Scentsy Consultant in good standing, you have the right to:

- Sell Scentsy products;
- Participate in the Scentsy Compensation Plan;
- Recruit and sponsor other Consultants for any Brand (build your Downline);
- Receive official Scentsy communications;
- Access Scentsy-sponsored support, training, and recognition;
- Participate in Scentsy-sponsored promotional and incentive contests and programs;
- Receive access to an online Consultant Workstation that facilitates and records your business interactions with Scentsy;
- Contact Consultant Support by submitting a support ticket (through your Consultant Workstation) or via phone (1-877-855-0617) and email (support@scentsy.com); and
- ***Brag! You are a Scentsy Consultant!***

The spirit and intent of the Agreement

Where specific standards are not already established, Scentsy refers to the spirit and intent of this Agreement, which are to:

- Protect your right and ability to operate as an Independent Consultant;
- Protect Scentsy's assets and interests;
- Protect the opportunity for all current and prospective Consultants;
- Promote healthy business activities and relationships; and
- Contribute to the Mission, Vision, and Values of Scentsy

ACCOUNT OPERATIONS

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This chapter is mostly procedural. It covers all of the ins and outs of establishing and maintaining an Account. We'll walk you through everything you need to know from enrollment to cancellation: orders and deliveries, warranties and returns, and even international sales and sponsoring.

SECTION 1: ESTABLISHING A CONSULTANT ACCOUNT

Eligibility requirements

A. To enroll, you must:

- Be of the legal age of majority in your state of residence;
- Be a legal resident of the United States or U.S. territories;
- Submit your valid Social Security number;
- Provide the individual name as it appears on your Social Security card; and
- Purchase a Starter Kit (except for North Dakota residents).

B. You and those with a Beneficial Interest in your Account (including your Immediate Household), must NOT:

- Already have a Beneficial Interest in a Scentsy (or affiliated Brand) Consultant Account — unless a second Account is inherited or acquired following the marriage of two Consultants whose Accounts were established to manage a business in which both are principals or partners, directors, officers, or owners of a company.
- Currently or previously been a Scentsy Consultant (effective Oct. 1, 2009) and have been an employee of Scentsy within the last three (3) years.

C. Scentsy, at its sole and absolute discretion, reserves the right to reject any new enrollment for any reason.

Account types

A. Individual Accounts may be owned and operated only by a single individual or married couple.

B. Business Entity Accounts may be owned and operated by a business entity. An Employer Identification Number (EIN) and Articles of Incorporation or other officially filed document is required.

Scentsy Brands

When you enroll, you choose **ONE** of the Scentsy Brands. You are eligible to enroll in a second Brand after six (6) months as a Current Scentsy Consultant in good standing. You are allowed to recruit and sponsor for all Scentsy Brands. You may not represent yourself as an Independent Consultant for a Brand in which you are not Current, but you may refer Customers to your Downline members who are Current in that Brand.



SECTION 2: ACCOUNT MAINTENANCE

Account information

Maintain your Account with updated and accurate information. Scentsy is not liable for delays or damages due to incorrect information on your Account.

Account changes

Type of Account change	How changes are made
Address, email, telephone	You can make these changes in your Consultant Workstation. <i>Piece of cake!</i>
Legal name	Email accountservices@scentsy.com . Make sure your name matches your Tax ID.
Country of residence	Submit a completed Consultant Country of Residence Change form. This form is not required if you are relocating to a military base.
Formation or breakup of Business Entity*†‡	Submit a Business Entity Registration form.
Sponsorship	Email accountservices@scentsy.com . Scentsy does not allow Sponsor changes except under Extenuating Circumstances or during Reinstatement.
Account transfer or transfer of assets to a beneficiary	If you are retiring from direct selling, submit an Account Transfer Application for the Account. These applications are reviewed at Scentsy's sole and absolute discretion. You and the beneficiary must email accountservices@scentsy.com and be prepared to provide a court order, copy of the notarized will, or other instrument establishing the beneficiary's right to the Scentsy Account. The beneficiary must also complete an Agreement.
Divorce†‡	Email accountservices@scentsy.com to remove a co-applicant.

*Tax ID changes are processed semi-annually in January and July and may require a change fee.

† Scentsy will not divide Volumes or Commissions on an Account.

‡ A departing spouse or business entity member may open a new Account under the same Sponsor at any time, or open an Account under a different Sponsor six (6) months after being removed from the Account. Through this transition, if you fail to provide for the best interests of Scentsy, other Scentsy Consultants, or Customers, Scentsy may, at its sole and absolute discretion, cancel your Account.

Assignment of rights

You may not assign any rights under the Agreement without first obtaining written authorization, which is granted or denied at Scentsy's sole and absolute discretion. If authorization is granted, the transferee of the Account will assume your position and all obligations, including any outstanding debts.

SECTION 3: ORDERS

Pricing, PRV, and sales tax

Shipping costs, product prices, and Personal Retail Volume (PRV) are subject to change at any time and without advance notice to you. Scentsy reserves the right to reject or cancel orders for any reason.

All orders that you submit (excluding orders for Customers marked in your Workstation as tax-exempt by Scentsy) will include applicable sales tax. Scentsy will collect and remit sales taxes on your behalf, according to applicable tax rates in the state, county, and/or municipality to where the order is shipped.

Insufficient funds and credit card disputes

It is your responsibility to ensure there are sufficient funds to cover orders you submit. If sufficient funds are not available, your order will not be fulfilled and no PRV will be awarded. If credit card charges are disputed on an order placed through your Personal Website (PWS) or Consultant Workstation, Scentsy may recoup those charges by withholding or deducting Commissions.

Warranties, guarantees, and returns

- A. Lifetime Replacement Warranty: Scentsy products (some exclusions apply) come with a Lifetime Replacement Warranty for manufacturer's defects. Products that are deemed by Scentsy to have a manufacturer's defect may be returned, with no limitation in time, for repair or Replacement through the returned merchandise procedure. If you alter or use Scentsy products in any way other than as specified in Scentsy instructions, Scentsy is not liable for any resulting damages and any product warranties are void.
- B. Damaged items and shipping errors: Report shipping errors and items damaged during shipment to Scentsy within 10 business days of confirmed delivery of shipment.
- C. Satisfaction Guarantee: Unless otherwise specified, all Scentsy products come with a guarantee of satisfaction. *Sweet!* You are bound to honor the satisfaction guarantee for your Customers for items returned within 30 days from the date they are delivered to the Customer. Scentsy will assist by processing an Exchange in these circumstances with the following conditions:
 - Durable products must be Resalable. Consumable products do not need to be Resalable.
 - Certain items (such as Starter Kits, monthly subscriptions, awards, etc.) are not eligible for Exchange.
 - You are given an annual PRV limit, based on your Title, for Exchanges.
- D. Return of inventory: If your Account is cancelled, you may return Resalable Inventory on Hand, including Scentsy Family Store items, for a refund.

• When you return Resalable inventory, Scentsy will refund you 90 percent of your original purchase cost, less shipping charges, and less Commissions, bonuses, and other incentives you have received associated with your return. You may cancel your Consultant agreement within 15 days of your enrollment date and return your Starter Kit for a full refund, Resalable or Not.

Obligations to Customer

- A. Order placement: Submit all home party orders to Scentsy through your Consultant workstation within five (5) days from the date the order was given to you. Close all basket and online parties within 14 days of opening, and submit all orders from basket and online parties within five (5) days of closing. Simply put, don't make your Customers wait!
- B. Sales receipts: When you make a non-PWS sale, provide your Customer with two (2) copies of the sales receipt – one at the time of order and the other at the time of delivery. Retain a copy of all sales receipts and make them available to Scentsy upon request for a period of two (2) years following the sale. All sales receipts, for all payment types, must include:
 - Date of the transaction;
 - Your name and address (as the selling Consultant);
 - Customer's signature; and
 - The last day of your Customer's right of cancellation (three (3) business days following the date of transaction). Verbally inform your Customers of the three-day right of cancellation printed on the receipt.

Upon delivery of an order to a Customer, immediately destroy all documents in your possession containing your Customer's credit card information. Do NOT retain any Customer's credit card information after delivery of an order to the Customer for any reason. Safeguard your Customer's credit card information any time it is provided to you. Do NOT copy, distribute, or allow another person access to a Customer's credit card or information.



- C. Delivery: Deliver party orders to Customers within five (5) days of you or your Host receiving them. The sooner your Customers receive their products, the sooner they will need to re-order!
- D. Customer service: Set reasonable expectations regarding the products, pricing, and delivery for your Customers. Deal fairly and honestly. Loyalty from your Customers is earned by YOU and not guaranteed by Scentsy.



Obligations to Host

- A. Setting expectations: Set reasonable and accurate expectations related to your Host's role, benchmarks, and rewards for the Host's party and then follow through on any promises you make or arrangements you agreed to with a party Host. Set yourself up for repeat Hosts!
- B. Host Rewards fee: When you close a qualifying party, be sure to redeem all half-price items earned to avoid this fee on the order.

Shipping

- A. Shipping times: With distribution centers strategically located worldwide, Scentsy shipping rocks! Orders are generally shipped within just a few business days, but may take up to 10 business days from the date your order is submitted and payment is received. This timeline is not guaranteed. If an item is not in stock, it will be placed on backorder and shipped when Scentsy receives it. If a backordered item is not expected to ship within 30 days from the date your order is received, you may cancel the backordered item and request a refund or a Product Credit, or you may request an Exchange. If a refund or Product Credit is requested and issued, your PPV will be decreased by the amount for the month in which the refund or exchange is applied. Scentsy will ship party orders to PO/FPO addresses with certain ZIP codes, through the Military Post Office (MPO). You must comply with MIL regulations, including, but not limited to:
 - Items shipped through the MPS may not be resold; and
 - MPS addresses may not be set as the default address for a Scentsy party.



SECTION 4: SPONSORING

Recruiting and sponsoring

You may recruit and Sponsor new Consultants for any Brand and in any Region. You must have an active PWS for anyone to enroll with you as the Sponsor.

Responsibility to Frontline

Set reasonable expectations with your Frontline regarding the opportunity, products, and requirements for establishing and maintaining an Account. Take a proactive role in providing assistance and training, and make yourself available as the first point of contact for your Frontline. Encourage and empower your Frontline to do the same for their Frontline.




Non-sponsoring Consultants

If you'd rather not take on the responsibility of assisting and training Downline, you may elect to be a non-sponsoring Consultant by emailing accountservices@scentsy.com. As a non-sponsoring Consultant, your Title will not advance beyond Certified Consultant, you waive your right to Sponsor new Consultants, and your Downline will permanently Roll Up. If at some point you change your mind, just email accountservices@scentsy.com to request to begin sponsoring again.

SECTION 5: CANCELLATIONS AND SUSPENSIONS

Cancellations

Your Account, or a single Brand on your Account, may be cancelled in the following ways:

- A. Voluntary cancellation: You may cancel your Consultant Account at any time and for any reason by submitting a written request to accountservices@scentsy.com. Single Brands may not be voluntarily cancelled, other than through Inactivity, but you may cancel your PWS for any Brand at any time.
 - B. Cancellation due to Inactivity: If you are Inactive in a Brand for any consecutive three-calendar-month period, your Current status for that Brand will be removed from your Account – a Brand Cancellation. If you do not maintain Current status in at least one Brand, your Account will be cancelled altogether – an Account Cancellation – due to Inactivity. Account and Brand Cancellations due to Inactivity are effective on the first day of the month immediately following the three-calendar-month period of Inactivity.
 - C. Involuntary cancellation: Any violation of the Agreement, including any subsequent amendments made by Scentsy, may result in disciplinary action, which could include, but is not limited to, an involuntary Account Cancellation. Scentsy expressly reserves the right to cancel the Accounts of Scentsy Consultants upon 30 days written notice in the event that Scentsy elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.
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- Stop representing yourself as a Scentsy Consultant in any form;
 - Stop selling Scentsy products, including Inventory on Hand;
 - Stop conducting parties and fundraisers and participating in fairs or shows, including those scheduled prior to cancellation;
 - Remove your External Website from public view and redirect all traffic to scentsy.com.

Suspensions

Your Consultant Account may be suspended either voluntarily or involuntarily. During a Suspension, (1) your Downline and Title remains intact, (2) your Consultant Workstation and PWS will be disabled, (3) all rights associated with being a Scentsy Consultant are temporarily revoked, and (4) you must:

- Work with an Upline or Downline member to fulfill all pending orders;
 - Make arrangements with your Upline Sponsor and/or Director to ensure uninterrupted support for your Downline;
 - Stop selling Scentsy products, including Inventory on Hand;
 - Stop leading official Team communications/trainings (unless otherwise authorized by Scentsy); and
 - Stop conducting parties and fundraisers, and participating in fairs or shows, including those scheduled prior to Suspension.
- A. Voluntary Suspension: If you have Extenuating Circumstances, you may request to voluntarily suspend your Account for up to three (3) calendar months. The decision to grant a voluntary Suspension request will be at Scentsy's sole and absolute discretion. To initiate a request for voluntary Suspension, email accountservices@scentsy.com. For foreign military service assignments, you may request a longer term voluntary Suspension.
 - B. Involuntary Suspension: At Scentsy's sole and absolute discretion, your Account may be suspended during the review of a compliance case, or as part of disciplinary action resulting from violations of the Agreement.