



Consultant Agreement and Kit Order Form

I hereby apply to become an independent Consultant of Usborne Books & More ("UBAM" and the "Company"). I am at least 18 years of age. Upon acceptance of the Consultant Agreement and Kit Order Form ("this agreement") by UBAM through issuance of a consultant identification number and in consideration of UBAM granting me the right and privilege to sell UBAM products, I agree to the following terms and conditions:

- I understand that I am purchasing a business opportunity that requires my commitment to offer Usborne Books & More product through home parties and other marketing channels. I understand that my earnings and success will depend upon my successful sale of UBAM products and my recruiting of other successful consultants. I will receive earnings and rank title according to the commission structure and information chart set forth in the UBAM Consultant Guide. I agree that UBAM may, at its sole discretion, revise the Consultant Guide (including provisions concerning profits and other earnings) from time to time; my continued engagement in selling UBAM products after such revisions constitutes my agreement to these revisions.
- I am a self-employed independent contractor and not an employee, representative or agent of Usborne Books & More or any other consultant. I understand that my spouse can sign on this agreement or at a later date as a partner and I cannot "recruit" him or her. I will be solely and personally responsible for all Federal, State and Local taxes on income I receive as a UBAM consultant. The Internal Revenue states, "The consultant will not be treated as an employee for federal or state tax purposes." My business as a UBAM consultant will be in every respect independent of the Company's business and of any other business, and I will conduct it as such.
- I agree to be bound by any amendments or additions sent to me from time to time. I will conduct my business in accordance with the Company's trademark policies and advertising regulations set out in the UBAM Consultant Guide. Except for sales literature which UBAM sells or otherwise provides me, I will not use or otherwise display trademarks or trade names of UBAM in any type of advertising or literature without UBAM's prior written permission. I understand that all internet sites connected with the sale of Usborne books must carry the following disclaimer: "Usborne Publishing Ltd. has no connection with these pages and does not sponsor or support their content." I understand that UBAM is committed to ensuring that UBAM independent salespersons establish a successful business. I further acknowledge that the success of UBAM and its independent salespersons depends on direct selling methods to consumers. Therefore, I will not sell UBAM products to or through retail stores or other fixed commercial establishments. I will comply at all times with reasonable instructions given to me by the Company in relation to the ordering of product for resale for my business as an UBAM consultant. I will conduct my business as an UBAM consultant in an ethical and honest manner and do nothing which may harm or damage the reputation of my business or the Company, or bring the Company into disrepute. I will not make any claims about the Company's products or business which are not set out in the Company's literature or directions.
- I may terminate this agreement at any time by giving the Company ten (10) days written notice. When written notice of termination is given, the Company will buy back product of marketable inventory within twelve months of the salesperson's date of purchase at not less than 90% of the salesperson's original net cost less appropriate set-offs and legal claims, if any, which was purchased by that salesperson for resale prior to the date of termination of the salesperson's business relationship with the Company. Products shall not be considered for return if not commercially marketable or if the Company clearly discloses prior to purchase that the products are seasonal, discontinued or special promotion products and are not subject to repurchase obligation. Your rights are subject to the Company's right to require the payment of all sums paid or credited to you as a bonus in respect of any such product.
- I may sponsor other prospective UBAM consultants according to the information in the UBAM Consultant Guide.
- The Company may terminate this agreement immediately if there is a breach, violation or a default of any provisions in this agreement. This agreement is automatically terminated upon my death, insolvency or bankruptcy.

I hereby agree and acknowledge that I have read and understand this Consultant Agreement. Signature _____ Date _____

Name _____
Last First MI

Home Address _____

City/State/Zip _____

Shipping Address if different from address listed above (We cannot ship to a PO Box) _____

City/State/Zip _____

County Name _____

Phone () _____

Email _____

% Sales tax _____

Check One: I live INSIDE the city limits. I live OUTSIDE the city limits.

Social Security # _____

Country of residence _____

Sponsored by _____

Sponsor ID # _____

New Consultant Kit or Mini-New Consultant Kit EC Kit

Kit Price \$ _____

S/H \$ INCLUDED

Educational Consultant Kit + \$ _____

SUBTOTAL = \$ _____

% Sales Tax + \$ _____

TOTAL DUE = \$ _____

___Disc ___MC ___VISA ___Debit card Check # _____

_____ / _____ / _____ / _____

Expiration Date _____ 3 Digit Code on Back _____

Name on card _____

Signature _____

Consultant/Sponsor Contact Information:

Application must be submitted online.

http://ID# _____ .myubam.com

A