

SALES AGREEMENT - HEART WARMING CREATIONS, INC.

This Agreement made and entered into this___day of____, 19__ by Heart Warming Creations, Inc.,

hereinafter referred to as HWC and

(Print Name)

(Print Street Address)

_____,hereinafter referred to as Independent Consultant. (Print City, State and Zip Code)

In consideration that HWC wishes to market its products through independent retailers, and independent consultant wishes to market HWC's products as an independent retailer, the following terms are mutually agreed to:

The Independent Consultant agrees that she is self-employed. Therefore, she recognizes her personal responsibility to comply with Federal, State and Local Codes which govern self-employed persons engaged in retail sales. Independent Consultant further agrees that if failure to comply with said codes results in any penalty, sales consultant will save harmless HWC from any and all costs due to such failure to comply.

Independent Consultant further agrees that she will not represent herself as an HWC employee. Should Independent Consultant violate this provision and HWC is harmed by such violation, Independent Consultant agrees to indemnify HWC to the extent of harm incurred including attorney's fees.

In return, HWC agrees to supply products to the Independent Consultant for resale to her customers at suggested retail price, less 22%.

HWC also agrees to provide the Independent Consultant with a starter kit consisting of sample merchandise, sales forms and other support materials for use in promoting the products (and not for personal use) at a deeply discounted price. Kit will be shipped upon receipt of this signed agreement and payment of said starter kit. If one show (minimum of \$150 in retail sales) is not conducted within four weeks of receipt of the starter kit, Independent Consultant agrees to pay full retail for all kit items. In addition, the Independent Consultant agrees that in the event she (or he) should not complete this requirement, she (he) grants Heart Warming Creations Inc. permission to charge any balance owed to her (his) Visa/MasterCard/ Discover Card listed below.

Because of Federal Trade Commissions regulations regarding shipping promptness, Independent Consultant agrees to submit orders to HWC within 7 days after each HWC show. Should Independent Consultant's delay in this matter result in a complaint being filed by the consumer, Independent Consultant shall bear the penalty assessed. This may be grounds for voiding this agreement.

The Independent Consultant agrees to follow policies and procedures formulated by HWC.

- This agreement may be terminated by either party at any time upon written notice to the other party or upon breach of the terms of this agreement.
- Independent Consultant states that she has read this agreement and shall be bound by its terms.

| VisaMCDiscover Credit Card # Money OrdersCashier's Check Sorry, we cannot accept personal checks. IMPORTANT: Please Send this Sales Agreement with your payment selection when ordering | - | Date | |
|---|-------------------|------------|--|
| Select your Kit Choice:Book Kit \$109 (\$99 + \$10 Shpg)Traveling Kit \$179 (\$ | \$169 + \$ | \$10 Shpg) | |
| Signature DaytimePhone | | | |
| SSNHomePhoneBirthDateHomePhone | | | |
| Saw HWC: Magazine (name) Internet Talked w/HWC Consultant_ | | | |
| Closest living relativeSpou | se | | |
| Financing: (Prior telephone approval and a \$50 Finance Charge is required) | | | |
| I have listed my charge card information above. My charge card will not be charged by HWC, but my card will be used to secure the funds of \$229 (\$169 kit, \$10 Shpg/Handling, \$50 finance charge) for the Traveling Kit. I will submit all personal commissions from my parties and/or submit payments so that the commitment of \$229 is met within six weeks of receipt of kit. If I fail to pay HWC a total of \$229 by six week from date I received my kit, HWC has the right to charge my account listed above. | | | |
| Signature HWC Management Approva | al # | | |

| This allows you to keep your profits daily | ***SALES TAX PERMIT REQUIRED *** | Extremely Easy Process |
|--|--|------------------------|
| | You are required to collect and submit Sales Tax to your state. WE WILL BE HAPPY TO ANSWER YOUR OUESTIONS | |
| Pleas | apply for your sales tax number at your local County Court House Auditor's Off se provide YOUR OWN NAME when applying for your Sales Tax I.D. | ice |
| Please mail o | or Fax a copy of your Tax I.D. to the HWC office at your earliest convenience. | |

IF ORDERING BY PHONE: PLEASE MAIL OR FAX THIS SALES AGREEMENT, WITHIN 3 DAYS OF ORDERING YOUR KIT. HEART WARMING CREATIONS, 1665 CUMBERLAND RD. SE, LONDON, OHIO 43140