

LOVE LOVE PARTIES INDEPENDENT REPRESENTATIVE AGREEMENT

Last Updated 11/1/11

This INDEPENDENT SALES REPRESENTATIVE Agreement ("Agreement") is made and is effective as of the date of execution by and between Love Love Parties ("LLP"), a New Jersey company, and the undersigned Independent Sales Representative ("Representative"). Recitals LLP distributes adult bath and novelty products (the "Products") through a network of independent sales representatives via home parties and individual sales. LLP desires to have Representative promote, sell and distribute LLP products as an independent sales representative. Representative represents that he or she is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

1. Agreement In consideration of the recitals and mutual covenants and agreements contained in this Agreement, the sufficiency of which are hereby acknowledged, LLP and Representative, intending to be bound, agree as follows:

2. Services

2.1 Services to be Rendered. LLP hereby engages Representative in a non-exclusive manner to promote, sell and distribute the Products on a direct selling basis in accordance with LLP's policies and procedures as set forth in LLP's Business Manual (the "Manual" which is incorporated herein by reference.) This Agreement and the Manual represent the complete understanding of the parties with respect to the matters herein, supersede all prior written or oral agreements, and shall not be modified in any manner except as provided herein.

2.2 Provision of Services. Representative agrees to sell the Products to customers using the LLP system which includes home parties, individual and Internet sales through a webpage maintained through LLP's website.

2.3 Supplies. Representative will supply all equipment, tools, materials, and supplies necessary to perform the services under this Agreement, other than those specifically required by LLP which shall include, among other things, a start-up kit.

2.4 Expenses; Fees. LLP will not reimburse Independent Sales Representatives for any expenses incurred by Independent Sales Representatives as a result of services rendered under this Agreement. Representative shall be responsible for the payment of an initial start up kit, product purchases as needed and sales tools.

3. Compensation

3.1 Payment. LLP shall pay Representative a commission of forty percent (40%) of the gross profit on sales of the Products by Representative at the suggested retail price established by LLP. Upon a total of \$2500 in Product purchased by Representative, commission is raised to forty-five percent (45%). Upon a total of \$5000 in Product purchased by Representative, commission is raised to fifty percent (50%). This is the base pay. In addition, there is a Representative Referral Program where you earn cash dollar amounts. Representative may also receive additional benefits based upon incentives, bonuses and specials given by LLP.

3.2 Taxes and Insurance. Representative agrees that it is Representative's exclusive responsibility to pay all applicable insurance premiums and local, state, and federal taxes related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state, or federal income taxes will be withheld from payments to Representative. Representative remains responsible for the collection and remittance of all sales tax in accordance to locality under this Agreement.

4. Term; Termination; Effect of Termination

4.1 Term of Agreement. The term of this Agreement is until terminated according to the provisions in Section 4.2 below.

4.2 Termination of Agreement. Either party may terminate this agreement upon 14 days written notice. LLP may immediately terminate this Agreement if Representative: a. fails to perform any term, condition or covenant of this Agreement or fails to adhere to the policies and procedures as set forth in the Manual; b. makes any assignment for the benefit of its creditors or admits in writing its inability to pay its debts; c. makes any representation or warranty to LLP in connection with this Agreement that is untrue in any material respect; or d. violates any act of proven fraud or any state or federal law that materially affects Representative's ability to perform its obligations under this Agreement;

4.3 Effect of Termination. Upon the termination of this Agreement, all rights and obligations of each party under this Agreement will immediately cease, except that: a. Any rights arising out of a breach of any terms of this Agreement will survive any termination of this Agreement; b. Any compensation rights and duties under Section 3 will survive any termination of this Agreement; and

c. The provisions of this Section and Sections 5, 6 and 7 will survive any termination of this Agreement. _

5. Trade Secrets; Intellectual Property Rights _

5.1 _Definition of Trade Secrets._ During the term of this Agreement, Representative will have access to and become acquainted with various confidential and proprietary information of LLP, including information concerning LLP's current products and/or services and any future proposed products or services, the fact that those products or services are planned, under consideration, or in production, as well as any descriptions of the features of those products or services. Representative may also encounter customer and supplier lists, pricing data, marketing materials, information about the structure and compensation of LLP sales representatives, records, and/or specifications relating to the products and/or business structure of LLP. All proprietary information referred to in this paragraph constitutes trade secrets and all such trade secrets are owned by LLP and regularly used in the operation of LLP's business.

5.2 _Use of Trade Secrets._ Representative acknowledges and agrees that the sale, use or disclosure of any of LLP's trade secrets, as defined in this Agreement, constitutes unfair competition. Representative promises and agrees that Representative shall not misuse, misappropriate, or disclose any proprietary information or trade secrets described in this Agreement, directly or indirectly, either during the term of this Agreement or at any time after, except as required in the performance of services for LLP.

5.3 _Copyrights; Trademarks._ Any and all copyrightable materials, including all marketing materials related to LLP and the Products and all images and text on the LLP website, and all trademarks and logos of LLP shall be the exclusive property of LLP. Representative shall not utilize any of the copyrightable materials or trademarks without the prior consent of LLP.

5.4 _Non-Solicitation._ Representative agrees that following the termination of this Agreement, for a period of two (2) years, Representative shall not, directly or indirectly, on Representative's own behalf or on behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any active sales representative of LLP to enter into any business relationship with any other adult direct sales company or individual or to terminate or alter their business relationship with LLP.

6. _Indemnity_ Representative expressly agrees, anything to the contrary notwithstanding, to, at its own cost and expense, defend, indemnify and hold LLP, its subsidiaries, affiliates, directors, employers, and agents, fully harmless

from and against any and all loss, liability claims, suits, actions, proceedings judgments, awards, damages of any kind whatsoever, and expenses, including costs and reasonable attorneys' fees, that they or any of them may incur or suffer by reason of Representative's action or inaction. If Representative fails to promptly, professionally and diligently defend LLP, LLP may, but shall have no obligation to, assume the conduct of the defense or settle the claim without Representative's consent and Representative shall thereupon be fully responsible for all expenses, including costs and reasonable attorney's fees, of the defense and/or settlement, and any judgments, settlements and awards incurred by LLP.

7. Limitation of Liability LLP SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF COMPANY HAS BEEN ADVISED BY REPRESENTATIVE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY TO REPRESENTATIVE FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, EXCEED THE COMPENSATION PAID TO REPRESENTATIVE UNDER THIS AGREEMENT.

8. Relationship of the Parties Neither party by this Agreement makes the other party a legal representative or agent of the party, nor does either party have the right to obligate the other party in any manner, except if the other party expressly permits the obligation by the party or except for provisions in this Agreement expressly authorizing one party to obligate the other. The parties do not intend to create any partnership, joint venture or other profit-sharing arrangement, landlord-tenant or lessor-lessee relationship, employer-employee relationship, or any other relationship other than that expressly provided in this Agreement. Neither Party to this Agreement has any fiduciary duty to the other party.

9. Remedies Representative acknowledges that a violation of this Agreement will cause irreparable harm to LLP, for which no adequate remedy at law exists, and therefore agrees that, in addition to any other remedies available, LLP shall be entitled to seek injunctive relief, without the necessity of having to prove actual damages, to enforce the obligations set forth in this Agreement.

10. General Provisions

10.1 Governing Laws. This Agreement shall be governed and interpreted in accordance with the laws of the State of New Jersey. Each party agrees to submit to the exclusive jurisdiction of the federal and state courts of the State of New Jersey located in Hudson County in any action arising out of a dispute under or in connection with this Agreement or any transaction contemplated by this Agreement. Each party further agrees that personal jurisdiction may be effected upon him or her by service of process by registered or certified mail, and that when service is so made, it shall be as if personal service were effected within the State of New Jersey.

10.2 Severability. Each provision of this Agreement shall be considered severable, and if a provision is for any reason held to be invalid, all remaining provisions shall be enforceable. If any provision of this Agreement is held to impose a restriction, which is unenforceable in scope that could be made enforceable by limiting the scope of the provision to preserve enforceability, then the provision's scope shall be so limited.**

10.3 Waiver. Except as otherwise provided in this Agreement, no failure or delay of either party in exercising any power or right under this Agreement will operate as a waiver of the power or right, nor will any single or partial exercise of any right or power preclude any other or further exercise of the right or power or the exercise of any other right or power.

10.4 Entire Agreement; Amendments. This Agreement sets forth the entire understanding between the Parties and supersedes all previous Agreements, arrangements, and understandings between the Parties, whether verbal or written, and may not be amended except in writing by both Parties jointly.

10.5 Signatures; Counterparts. * *A facsimile and/or electronic signature shall serve as an original signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall, when taken together, constitute a single document.

Executed by the undersigned as an Independent Sales Representative of Love Love Parties on the sign up date digitally registered by LLP's database. By enrolling as a Representative you Accept these terms and agree to all the above conditions and policies & procedures by signing the LLP New Independent Representative Application in the designated area.