

Hicks Total Transformations
Ruth Hicks Enterprise

"Because Healthy Hair is Most Beautiful"

Toll-Free: (866) 521-5249 Local: (704) 469-4741 Fax: (704) 469-4742

Website: www.hickstotaltransformations.com



QUALIFICATIONS FOR TECHNICIANS AND PLATFORM ARTIST

A platform artist is one of the most fascinating jobs in the field of cosmetology. If you'd love to be a cosmetologist who moves from coast to coast and internationally showing off your skills in front of spectators in order to sell the various products you are demonstrating, realize this dream by training hard and developing stage presence and a winning smile.

A platform artist is also an educator on stage that demonstrates and explains to aspirants for stylists how to cut new styles and perform different color techniques. If you are really interested in a wonderful career in cosmetology, this may be an area for you to consider.

Having a cosmetology license can help you in possessing your own salon or managing a salon, but if you have the business sense and personality to teach others the art of the sale, there is also a site for platform artistry in the sales end of cosmetology.

Employment

As a platform artist, you'll most likely work in a salon full-time and do platform work on a freelance base. You'll travel quite repeatedly to perform at high profile events such as conferences, conventions, hair shows, advanced training centers, corporate events, and any other hair industry function imaginable. Each presentation is different; some presentations are designed to promote a product or a technique and others are designed for the simple purpose of getting others in the industry excited in general. The more the spectators love your presentation, the more pleasure you'll generate about the corporation you work for and for your individual work as well.

If you are not working behind the chair or performing, you'll need to attend continuing education classes, jump at every chance to learn new techniques, and actively work to bulk up your achievements to build an incredible resume. Platform artists are expected to always expand their experience, knowledge and abilities, and have a jaw-dropping portfolio to prove it.

Salary potential

The salary potential for platform artists varies between \$600-\$800 per day (plus travel costs) depending on their methodological and presentation skills as well as their status. While the occupation of platform artists is very rarely full-time, some top platform artists in the country make an income in the high six-figure range while others who don't perform as repeatedly or who are lesser-known will make substantially less.

Expectations

It will be expected that all Platform technicians can perform at all levels of shows. However, to be considered for advancement, all technicians must demonstrate the following:

- Beauty Supply Retail Stores Salons
- Work In Schools
- Platform Artist
- Educational Consultant

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- Trade Shows/Expos

Initially products will be retailed in Cosmetotechnology Beauty College but as demand increases products will be offered to other area hairstylists by networking at exhibits such as:

- Hair/Beauty Trade Shows
- Introducing products to 20,000 spectators daily
- Wholesaler & Barbers
- Seminars and
- Retailers
- Cosmetologists
- Seminars & CD Rom
- Workshops In Salons
- Training Advanced Manuals

CBC will exhibit four times a year increasing our product sales to 15,000 to 20,000 per exhibition. Trade Show spectators will be nationwide as well as in Europe.

Technicians operating on this level are on probation. They will have a 90-day probationary period. After this probationary period, the status of their contracts will be determined the contracts will not be signed.

The following are the reasons for not receiving signed contract:

- Not a licensed cosmetologist
- Unacceptable demonstration
- Undesirable attitude
- Undesirable dress or appearance
- Inadequate articulation from the platform.
- Overall job performance is below expectations.

SHOW QUALIFICATIONS

- Must show basic hair chemistry /product knowledge
- Must show basic hair relaxing
- Must show basic cutting
- Must show basic setting
- Must show basic waving
- Must be neat in dress and appearance
- Must have articulate speech
- Must be personable

PROMPTNESS

Technicians are expected to arrive at shows, clinics, workshops, seminars, and other events at least forty-five minutes to an hour prior to start time to ensure proper set up of products and facilities to conduct such an event.

Late arrival to any scheduled event; shows, clinics, model meeting, pre-show staff meetings, training sessions, will not be tolerated. Should tardiness occur, the technician will be dealt accordingly.

ABSENTEEISM

ABSENTEEISM without notification from shows, clinics, training sessions, model meetings, pre-show staff meetings, will result in immediate dismissal.

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CANCELLATIONS

In the event of a show cancellation, without notification to the technician head office, the technician must forward the technician form to the Education Department in the Head Office to receive one-day compensation (head office must be notified in order to receive this day pay).

First Name		Last	
Address			
Suite Apt			
City		State	Zip
Phone		Email	

ADDITIONAL SHOWS: If additional shows are added, the technician will be telephoned of the date, place, and time, and will be requested to adapt. The Education Department will follow up the request in writing.

Please read carefully Mark a check in the Course Space below.			
Education	Yes	No	License number or Year Graduated,
Cosmetology License	<input type="checkbox"/>	<input type="checkbox"/>	
H.S. Diploma	<input type="checkbox"/>	<input type="checkbox"/>	
GED	<input type="checkbox"/>	<input type="checkbox"/>	
Natural Hair	<input type="checkbox"/>	<input type="checkbox"/>	
Name of School Attended:			
Attach Licensed to this Application	Yes	No	
Briefly tell us what is your Job Description Below			

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FOR OFFICIAL USE ONLY			
Contract Begins		Contract Ends:	
Notes			

**EMPLOYMENT, NON-COMPETITION
 AND CONFIDENTIALITY AGREEMENT
 1099 CONTRACTING**

PLEASE EMAIL THIS DOCUMENT TO: rhicks@totaltransformations.net

THIS EMPLOYMENT, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT (the "Agreement") is entered into on this the _____ day of _____, 2020, and made effective as of the _____ day of _____, 2020, by and between **Ruth Hicks Enterprise, Cosmetechonology Beauty College or Hicks Total Transformations** a North Carolina limited liability company (or its successors or assigns), having its principal office and place of business in Mecklenburg County, North Carolina (the "Company"), and _____ (the "Employee"), a resident of North Carolina.

WHEREAS, the Company is engaged in the highly competitive business of providing cosmetology education, training and related services (the "Business");

WHEREAS, the Company has expended substantial amounts of money, time and effort in developing and perfecting various aspects of expertise relating to the services it provides and in cultivating current and future student, client, vendor and supplier relationships and markets;

WHEREAS, the Company has developed certain technical and business trade secrets, as defined by North Carolina law, and Confidential Information not generally known to the public;

WHEREAS, the Employee is currently employed by the Company as _____ of the Company, which is a position involving the trust and confidence of the Company such that Employee has had and will continue to have access to student information, customers and customer information, vendors and vendor information, suppliers and supplier information, Confidential Information including but not limited to confidential techniques, processes, business methods, financial information, all of which Employee recognizes and acknowledges to be trade secrets of the Company;

WHEREAS, to protect its legitimate business interest in maintaining the secrecy of such trade secrets, Confidential Information and student, client, vendor and supplier relationships to which Employee has access to as part of the employment, the Company requires that the Employee review and execute this Agreement, which contains a covenant not to compete;

WHEREAS, the Employee acknowledges that she has reviewed this Agreement, including the covenant not to compete, prior to signing this Agreement; and

WHEREAS, the Employee further acknowledges that, in exchange for and in consideration of her entering into this Agreement, the Employee will be employed by the Company under the terms of this Agreement.

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NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Employee, hereto intending to be legally bound, agree as follows:

1. **Employment and Duties.** The Company hereby employs Employee as _____ for the term of this Agreement, and the Employee hereby accepts such employment upon the terms and conditions hereinafter set forth. In accordance with said position, the Employee shall have such responsibilities, duties, and authority only as are provided by applicable law for said position, as are customary for an employee of the Company in said position, and as are otherwise appropriate to said position as may be assigned to her from time to time by the Company. The Employee shall perform, faithfully and diligently, the duties on behalf of the Company as the Company may from time to time designate.

The Employee shall conduct herself at all times in such a manner as to maintain the good reputation of the Company. During her employment, Employee shall (i) faithfully and diligently discharge her duties and responsibilities under this Agreement; (ii) perform in a reasonably competent manner the duties associated with her position with the Company; (iii) use her best efforts to implement the policies and procedures of the Company currently in effect or as established from time-to-time by the Company and (iv) devote her required working time, attention, and efforts to the diligent performance of her duties and not accept employment with any other individual, corporation, or other entity, or engage an employee in any other venture for profit, which may interfere in any way with Employee's performance of her duties hereunder.

In the execution of her duties under this Agreement, Employee shall comply at all times and in all material respects with any code of conduct or other personnel policies and procedures adopted by the Company, as the same are in effect and as amended or supplemented from time-to-time, and with all applicable federal and state statutes and all rules, regulations, administrative orders, statements of policy, and other pronouncements or standards promulgated thereunder.

Employee shall, at all times, comply in all respects with the requirements of the Company regarding its licensure with the NC Board of Cosmetic Art Examiners and its accreditation, including but not limited to its accreditation with the National Accrediting Commission of Cosmetology Arts and Sciences (NACCAS).

2. **Compensation.** For all services rendered by Employee under this Agreement, Employer shall pay to Employee such compensation as agreed between Employee and the Company from time to time, payable on the Employer's regularly scheduled salary pay dates. All compensation hereunder shall be subject to customary deductions and withholding taxes and such other deductions and withholdings, if any, as are required by law.

3. **Leave, Insurance, and Other Benefits.** Employee shall be eligible for such leave, insurance, and other benefits as from time-to-time may be established by the Company for its similarly situated employees. Any leave, insurance, or other benefits shall be provided only as described in applicable written policies or plans established by the Company. Employee understands that the provisions of any policies or plans of the Company may be determined only by reading the actual policy or plan documents, under which the Company or the plan administrator, as applicable, may make certain administrative interpretations with discretion. The Company reserves the right to modify or terminate each policy's or plan's provisions and any leave, insurance, or other benefits offered under such policies and plans.

4. **Termination of Employment.**

a. **By Employee With Notice.** Employee's employment under this Agreement may be terminated at any time by Employee upon written notice to the Company. If Employee terminates Employee's employment pursuant to this Section 4(a), Employee shall be entitled to receive her base compensation through the effective date of such termination and such other employee benefits, if any.

b. **By the Company.** The Company may terminate the Employee's employment at any time with or without cause therefor. In the event that the Company terminates Employee's employment pursuant to this Section 4(b), the Company shall provide written notice to the Employee of her effective date of such termination and Employee shall be entitled to receive her base compensation through the effective date of such termination and such other employee benefits, if any.

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- c. Death. Employee's employment shall terminate upon Employee's death. Upon any such termination, Employee's estate shall be entitled to receive Employee's earned compensation through the effective date of such termination.
5. Employee to Return Information. Immediately, upon the termination of the Employee's employment, regardless of the date, cause, or manner of such termination, the Employee (or, in the event of the death of the Employee, the Employee's personal representative, heirs, successors, or assigns) shall turn over and return to the Company all property whatsoever of the Company in or under the Employee's (or their) possession or control, including without limitation all Confidential Information and "trade secrets" as those terms are defined in this Agreement and by North Carolina law. The provisions of this paragraph shall survive the termination of the Employee's employment with the Company, regardless of the date, cause, or manner of such termination.
6. Employee Not to Divulge Confidential Information.
- a. The Employee expressly covenants and agrees that the Employee will not, during or after the Employee's employment with the Company:
- use any Confidential Information as hereinafter defined or use any "trade secrets" as defined by North Carolina law, except in the performance of the Employee's services hereunder;
 - reveal or disclose any such Confidential Information or trade secrets to any person, firm, corporation, or other entity outside the Company; or
 - except in the performance of the Employee's services as an employee of the Company, remove or aid in the removal from the premises of the Company any such Confidential Information or trade secrets or any material which relates thereto.
- b. The Employee shall at any time, from time to time, on demand advise and inform the Company of all Confidential Information and trade secrets as possessed or known by or entrusted to the Employee so that the Company may know at all times the extent to which knowledge of Confidential Information and trade secrets is being utilized or is possessed or known by the Employee.
- c. The Employee shall promptly notify the Company of any unauthorized disclosure of the Confidential Information and trade secrets of the Company which is made by the Employee or learned of by the Employee, regardless of whether such disclosure was intentional, negligent or inadvertent.
- d. The provisions of this Section 6 shall survive the termination of the Employee's employment with the Company, regardless of the date, cause, or manner of such termination.
7. Non-Solicitation and Non-Competition. Employee acknowledges that reasonable limits on Employee's abilities to engage in activities Competitive with the Company are warranted to protect the Company.

Accordingly, Employee agrees that during the Restricted Term of this Agreement Employee shall not, without the specific prior written consent of the Company and except in the performance of Employee's duties in the furtherance of the business of the Company on Employee's own behalf or on behalf of any other Person:

- compete with the Company in the Restricted Territory;
- induce or attempt to induce any Person who was an employee, agent or contractor of the Company at or prior to the date of termination of Employee's employment with the Company to terminate such Person's employment, agency or contract with the Company; or
- induce or attempt to induce any Person who was a vendor or supplier of the Company at or prior to the date of termination of Employee's employment with the Company to cease to furnish goods or supplies to the Company.

Employee agrees that these covenants, the Restricted Term and the Restricted Territory are reasonable in scope and duration given the real and potential competition encountered by the Company and reasonably expected to be encountered by the Company. Employee agrees that the covenants as set forth herein are no broader than is necessary to protect the legitimate business interests of the Company and are not unduly burdensome to Employee.

In the event that any provision of this Section or any word, phrase, clause, sentence or other portion thereof (including, without limitation, the geographical and temporal restrictions contained herein) should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner as to make the provisions hereof, as modified, legal and enforceable to the fullest extent permitted under applicable law, and in lieu thereof, there shall be substituted a provision as

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identical in nature as to such illegal, invalidated or unenforceable provision as possible while said substituted provision will remain legal, valid and enforceable.

The provisions of this Section 7 shall survive the termination of Employee's employment with the Company, regardless of the date, cause, or manner of such termination.

8. No Disparagement. The Employee shall not make any statement or perform any act intended to: (i) advance an interest of any existing or prospective competing business of the Company; or (ii) which is intended to or has the effect of, injuring or potentially injuring in any way an interest of the Company in its relationships and dealings with existing or potential students, customers, lenders, or vendors; or, (iii) solicit or encourage any other employee of the Company to do any act that is disloyal to the Company or inconsistent with the interest of the Company or in violation of any provision of this Agreement. This provision is not intended to preclude the Employee from giving truthful testimony when required to do by subpoena or other lawful process.

9. Patents and Inventions. The Employee hereby acknowledges that the Company is engaged in a continuous program of design, development, production, marketing and servicing with respect to its Business and that as part of the Employee's employment by the Company the Employee is (or may be) expected to make new contributions of value to the Company. In the event that the Employee, during the period of her employment by the Company (or thereafter, by Employee's unlawful use of the Company's trade secrets or confidential or proprietary information), shall develop, create, conceive or make any writing, design, process, system, improvement, discovery, development or invention applicable or pertaining to the business of the Company, including, but not limited to, logos, slogans, trademarks, methods, specifications, data bases, computer programs, source codes, object codes or other computer software or hardware (collectively "Inventions"), the Employee will fully and promptly disclose the same to the Company, or to such employee of the Company as the Company may designate. Each such Invention, whether or not patentable, registerable or copyrightable, is a "work made for hire" and shall be the exclusive property of the Company without further or additional compensation therefrom to Employee. During the Company's employment of the Employee, or after termination of the Company's employment of the Employee, the Employee shall: (i) execute all such documents, papers or instruments requested by the Company for assigning to and vesting in the Company the entire right, title and interest in and to any such Invention, (ii) execute all documents, papers or instruments requested by the Company for filing such applications for and procuring patents, trademarks, service marks or copyrights as the Company, in its sole discretion, may desire to prosecute, and (iii) provide the Company all assistance the Company may reasonably require, including the giving of testimony in any suit, action, investigation or other proceeding, in order to obtain, maintain and protect the Company's right therein and thereto. Employee agrees to maintain and keep adequate and current records of all Inventions made by or on behalf on Employee (in the form of notes, sketches, drawings and as may be otherwise specified by the Company) which records shall be available to and remain the sole property of the Company. In the event that the Company is unable, after reasonable effort, to secure Employee's signature on any document or documents needed to obtain or enforce any patent, copyright or other right or protection relating to any Inventions for any reason whatsoever, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact to act for and in her behalf and stead to execute and file any application or assignment and to do all other lawfully permitted acts to further the prosecution and issuance to the Company of patents, copyrights or similar protections thereon with the same legal force and effect as if executed by the Employee. Such appointment shall be irrevocable and is coupled with an interest.

The Employee hereby expressly agrees that the foregoing provisions of this Section 9 shall be binding upon the Employee's heirs, successors and legal representatives.

10. Injunctive Relief, Damages and Redemption.

a. In the event that the Employee violates or breaches any provision of this Agreement, the Company shall be entitled to enjoin such violation or breach and any further violation or breach as well as to receive an equitable accounting of earnings, profits, and other benefits arising from such violation, which rights shall be cumulative and in addition to any other remedies to which the Company may be entitled. The Employee acknowledges that any breach of this Agreement will result in irreparable harm to Company. The Employee further agrees that the Company will be entitled to an injunction without proving actual damages, and that the Employee acknowledges that a \$2,000.00 bond is a reasonable amount for a bond.

b. The Company shall have the authority to offset any amounts owed to Employee at any time by any amounts owed by the Employee to the Company under this Section 10 or for any breach of this Agreement to the extent allowed by law.

c. The Company shall also be entitled to recover from the Employee the reasonable attorney's fees incurred by the Company in enforcing the provisions of this Agreement.

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d. The rights and remedies conferred in this Agreement shall not be considered exclusive of any other rights or remedies available, but each of such rights and remedies shall be cumulative and shall be in addition to any other rights and remedies now or hereafter available at law or in equity. Any right or power may be exercised from time to time and as often as may be deemed expedient.

11. **Binding Effect on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the heirs, legatees, executors, administrators, legal representatives, and successors of the Employee and the successors and assigns of the Company.

12. **Assignment.** The Employee may not assign this Agreement or any rights or benefits hereunder. The benefits hereunder with respect to the rights of the Company to the services of the Employee may be assigned by the Company to any firm or association acquiring any portion, all or substantially all of the assets or stock of the Company or to any other company into which the Company may be liquidated or with which the Company may be merged or consolidated. In the event of assignment by the Company, the Employee agrees that the Employee's signature is not required to effectuate such assignment.

13. **Non-Waiver.** No waiver by either party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any later breach thereof or as a waiver of any such or other provision of this Agreement.

14. **Governing Law and Jurisdiction.** This Agreement shall be deemed to have been made and entered into in the State of North Carolina, and the construction, validity, and enforceability of this Agreement shall be governed by the laws of the State of North Carolina without consideration given to North Carolina conflicts of law principles. The parties hereto hereby consent to the jurisdiction and venue of the state court located in Mecklenburg County, North Carolina, for purposes of enforcing this Agreement or resolving any disputes or disagreements arising out of this Agreement. The Employee hereby waives any objection that the Employee may now or hereafter have that such action was brought in an inconvenient venue and agrees not to plead or claim the same.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written agreements and undertakings between them with respect to the subject matter hereof. This Agreement may not be changed or modified orally but only by an instrument in writing signed by the parties hereto, which instrument states that it is an amendment to this Agreement.

16. **Severability.** Should any provision of this Agreement or any part thereof be held invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or any part thereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair the obligation of the Company or the Employee.

17. **Execution.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original hereof.

18. **Definitions.** As used herein, the following terms shall have the following meanings:

a. "Compete" means to:

i. provide products or services within the Restricted Territory which are the same as or similar to that provided by the Company in its Business;

ii. engage in work within the Restricted Territory which is similar to work performed in the position held by the Employee at the Company and which relates to products or services which are similar to that provided by the Company in its Business; and

iii. directly or indirectly compete within the Restricted Territory as an officer, director, independent contractor, employee, consultant, agent, shareholder, partner, member or manager of, or for, any Person who provides products or services which are the same as or similar to that provided in the Company's Business; provided, however, that the Employee may work for a competitor of the Company in an area of the competitor's business which does not Compete with the Company if the Employee obtains written authority to do so from the Company in advance of commencing employment with the competitor.

b. "Confidential Information" means any information which (A) is, or is designed to be, used in the business of the Company or a customer or supplier of the Company, (B) is private or confidential in that it is not generally known or available to the public, and (C) gives the Company, vendor or supplier of the Company an opportunity to obtain an advantage over competitors who do not know or use such information, and shall include, but shall not be limited to, any student lists, any customer lists, studies, policies, types of equipment used, business procedures, price lists, Company financial information, sales plans, software, object code, source code, portions of object code or source code, surveys or plans of the Company or a customer or supplier of the Company, and any programs, products, pattern, and product designs now or hereafter owned by, or licensed or franchised to, the Company or a customer or supplier of the Company, whether or not such information is labeled "confidential".

c. "Person" shall mean any individual or individuals, corporation, partnership, limited liability company, professional association, agency, fiduciary, association, trust or other entity.

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d. "Restricted Term" means the following time period:

i. the period from the Effective Date of this Agreement through the date of termination of Employee's employment with the Company; and

ii. the period from the date of termination of Employee's employment with the Company through the first anniversary of such date.

e. "Restricted Territory" means:

Any location which is within 50 miles of any office maintained by the Company.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by its duly authorized officer, and the Employee has hereunto set the Employee's hand and seal, all as of the day and year first above written.

By:
Name:
Title:

EMPLOYEE

(SEAL)

Name:

[Signature Page to Employment Non-Competition and Confidentiality Agree