

ORIGAMI OWL FAMILY OF BRANDS

Origami Owl Independent Business Owner Agreement

This Independent Business Owner Agreement (the “Agreement”) is between Origami Owl, LLC (the “Company”) and an Independent Designer (“Independent Designer” or “you”) as identified in the online application for enrollment. This Agreement relates to your purchase of products for resale to consumers on a direct sales basis, on the terms set forth below. When you complete the online enrollment process you agree to the terms of this Agreement, the Independent Business Owner Policies and Procedures (“Policies and Procedures”) and the Company’s Career Plan (“Career Plan”), all as they exist in their current form and as they may be modified or amended by the Company from time to time.

1. Acknowledgment and Eligibility

By completing the enrollment process, you acknowledge that you have read, understand and agree to the terms of this Agreement. You attest that you are age 18 or older and that you have a valid Social Security Number or individual Taxpayer Identification Number. Enrollment of anyone under the age of 18 is prohibited. A minor age 11 or older may be added as a secondary account holder only and this may be done through the Owlette program outlined in the Policies and Procedures. A minor may participate in your business only for purposes of mentoring and training. No income will be earned by minors and no personally identifiable information will be collected from minors. You understand and agree that acceptance as an Independent Designer is not automatic, but is subject to the receipt and acceptance of the application by the Company.

2. Independent Contractor Status

You agree that you are and shall at all times be considered an independent contractor and independent business owner for all legal purposes. You are responsible for determining how to conduct your own business activities. You are not an agent, employee or legal representative of the Company and you acknowledge and agree that you are responsible for the payment of all federal and state self-employment taxes and other taxes required by any federal, state or local taxing agency.

Under penalties of perjury, you certify that:

- a. Your TIN is correct;
- b. You are not subject to backup

withholding due to failure to report interest and dividend income;

- c. You are a U.S. person; and
- d. The FATCA code you have provided (if any) indicating that you are exempt from FATCA reporting is correct (*note: Company does not collect a FATCA exemption code, therefore this item does not apply.*)

3. Sales to Consumers

You agree that as an Independent Business Owner you will place primary emphasis upon the sale of the Company products to consumers who are not also Independent Designers and that you will sell the majority of the wholesale product purchases from the Company to consumers as a condition of your right to receive commissions. You will retain and maintain accurate records of all product sales. Each time you order additional wholesale products from the Company you expressly certify to the Company that you have complied with the foregoing requirement and the “70% rule” (as described in detail in the Policies and Procedures) by selling or distributing at least 70% of prior wholesale product orders to consumers before making another wholesale purchase from the Company.

4. Career Plan

You have received, carefully read and agree to comply with the Company’s Career Plan and any future modifications thereto. You understand that you must be in good standing, and not in violation of this Agreement or the Policies and Procedures to be eligible for participation in the Career Plan.

5. No Promises of Earnings

You acknowledge that no representations or guarantees have been made to you by the Company, its officers, other Independent Business Owners or any representative of the company concerning how much money you may or will earn as an Independent Business Owner. You agree that you will not make any such representations to any other individual considering joining the Company as an Independent Business Owner. You understand that no attorney general or other regulatory authority ever reviews, endorses or approves any product, commission program or particular company, and you will make no

such claims regarding the Company when describing the business opportunity to a third party.

6. Repurchase of Inventory

Upon termination of this Agreement, the Company agrees to repurchase on reasonable commercial terms the currently marketable inventory in the possession of the terminated Independent Business Owner that was purchased by the terminated Independent Business Owner for resale prior to the date of termination of the Agreement. For purposes of this provision, “reasonable commercial terms” shall include the repurchase of marketable inventory within twelve (12) months from your date of purchase and such purchase shall be made at a rate of not less than ninety percent (90%) of your original net cost less appropriate set offs and legal claims, if any. The determination of whether such inventory is “currently marketable” shall be made by the Company and will include factors such as the specific condition of the product and related packaging. Requests for repurchase must be made in writing within thirty (30) days of the termination of the Agreement. Shipping & handling costs for returned items shall be borne by you. Refund payments will be made within thirty (30) days of actual receipt of returned items. Sales materials and services delivered by Internet methods are not capable of being returned to the Company and are not subject to refund. The Company will comply with refund requirements at variance with this paragraph, if any, as may be specified by state or federal law.

7. Intellectual Property

The Company is the owner and exclusive licensor of numerous names and trademarks, including but not limited to, “Origami Owl,” “Living Locketts” and other names, trade names, logos and marks of the Company, copyrights in and to its jewelry designs, as well as other trade dress, trade secret and other proprietary rights as identified in the Legal Notices section of the Company’s website (collectively, the “Intellectual Property”), all of which are exclusively owned by the Company. You agree that you have no ownership or rights or interests in any of Company’s Intellectual Property by virtue of this Agreement or otherwise.

The Company hereby grants a limited license to you to use the Intellectual Property solely in furtherance of your legitimate business activities and subject to the terms and conditions of this Agreement and the Company’s Policies and Procedures. You recognize the value of the goodwill the Company has created in its Intellectual Property and acknowledge that all rights therein and all goodwill pertaining thereto belong exclusively to the Company.

You will not use the Company’s Intellectual Property except as provided in materials furnished by the Company or approved in writing by the Company prior to their use by you. You understand that unauthorized use or duplication of the Company’s Intellectual Property is a violation of U.S. federal law and the Company’s Policies and Procedures and may be grounds for termination of this Agreement.

Upon termination of this Agreement for any reason, your limited license to use any of the Company’s Intellectual Property also terminates and all such use must cease immediately.

Business ideas, concepts, designs or other intellectual property submitted to the Company by you during the term of this Agreement (“Your Contributions”) shall immediately become property of the Company unless otherwise agreed to in advance and in writing by the Company. You shall take all actions deemed reasonably necessary by the Company to vest any and all intellectual property rights in and to Your Contributions, and you agree that the Company may operate as your attorney-in-fact to take any such actions in the event that you do not comply.

8. Confidentiality

You agree that the Company has a proprietary interest in its customer lists and other confidential information described in this Agreement or other materials provided to you by the Company. You agree not to use or disclose such confidential information except as explicitly authorized by the Company. Use or disclosure of customer lists for any purpose other than carrying out your business as an independent business owner representing the Company is strictly prohibited.

9. Right of Publicity

By entering this Agreement, you immediately grant the Company the unrestricted, worldwide, royalty-free right to use, reproduce, publish and otherwise distribute your name, photograph, video presence, personal story and/or likeness (collectively, “Likenesses”) in advertising and in the Company promotional materials, in any and all formats, platforms or other media or social media now existing or hereafter created, and you hereby waive all claims for remuneration for such use and you release and forever discharge the Company from any and all claims and demands arising out of or in connection with the use of Likenesses. This authorization may be cancelled at any time (for purposes of future uses only) by contacting the Company by written letter sent by way of US First Class Registered mail to the attention of the Company’s

Legal Department.

10. No False or Disparaging Statements

You agree that you will not make any false, misleading or disparaging statements about the Company, the Company's products, the Company's business opportunity or any Company employees, customers or other Independent Business Owners.

11. No Assignment or Delegation

You may not delegate or subcontract duties under this Agreement without the prior written consent of the Company. Any attempt to transfer or assign this Agreement without the express written consent of the Company renders this Agreement voidable at the option of the Company and may result in termination of this Agreement.

12. Updates and Modifications

In order to maintain a viable sales program and to comply with federal, state and local laws and economic conditions, the Company may update the Policies and Procedures, the Career Plan and/or the terms of this Agreement from time to time. Such additions or modifications shall be made in the Company's sole and absolute discretion and will become a binding part of this Agreement thirty (30) days following the date of publication in the Back Office.

13. Term and Termination

This Agreement is effective from the date your submission is accepted and approved by the Company and shall thereafter automatically renew every twelve (12) months on the anniversary date of the Agreement unless otherwise terminated as set forth below.

- (a) Termination for Inactivity. Failure to make a qualifying wholesale purchase at least once every six (6) months (or on any other schedule as the Company may designate from time to time) may result in automatic termination of this Agreement.
- (b) Termination by the Company. You understand that if you fail to comply with the terms of this Agreement or the Policies and Procedures, the Company may impose disciplinary action as it determines in its sole discretion, up to and including immediate termination of this Agreement. The Company may otherwise terminate this Agreement at any time in its sole and absolute discretion.
- (c) Termination by You. You understand that you may cancel this Agreement at any time regardless of reason by written or email notice to the Company.

If this Agreement is terminated for any reason, you understand that you will no longer be permitted to sell

the Company's products and will no longer be eligible to receive (and you hereby waive all rights to) any commissions, bonuses, rewards, prizes or any other income resulting from the activities of any former downline sales organization. If you have violated the terms of this Agreement or the Policies and Procedures, you shall not be entitled to receive any further bonuses, commissions, rewards or prizes, regardless of whether the sales for such bonuses, commissions, rewards or prizes have been completed.

14. Entire Agreement

This Agreement, along with the Policies and Procedures and Career Plan as referenced herein (and as such documents may be amended by the Company from time to time) constitute the entire agreement between the Company and you. Any actual and implied promises, representations, offers or other communications not expressly set forth or incorporated by reference to this Agreement are of no force or effect. If any provision of this Agreement is declared invalid by an adjudicator of law, the remaining provisions shall remain in full force and effect, and the language of the offending provisions shall be reformed only to the extent necessary to ensure their enforceability.

15. One Year Period of Limitation

Should you bring a claim against the Company for any alleged act or omission of the Company relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against the Company for such act or omission. You hereby relinquish and waive all claims permissible by any other applicable statutes of limitation.

16. Release and Indemnification

The Company, its affiliates, and their respective directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Affiliates") shall not be liable for, and you hereby release the Company and its Affiliates from and waive all claims for loss of anticipated profits and consequential, incidental, indirect, direct, punitive and exemplary damages or loss incurred or suffered by you as a result of operation of your business pursuant to this Agreement. You further agree to release the Company and its Affiliates from any and all liability arising from or relating to the promotion or operation of your business and any activities related to it, including, but not limited to, the presentation of the Company products or Career Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc. You hereby agree to defend,

indemnify and hold harmless the Company and its Affiliates for any liability, damages, fines, penalties or other awards arising from any such activities or any authorized or unauthorized conduct that you undertake in operating your business.

17. United States Only

You agree to sponsor other Independent Business Owners and to sell products only in the United States unless otherwise specifically authorized by the Company.

18. Governing Law; Dispute Resolution; Class Action Waiver

This Agreement is governed under the laws of the State of Arizona. The parties agree that all claims, disputes and differences arising between them under this Agreement shall be exclusively resolved in the manner set forth in the Policies and Procedures, first through negotiation and mediation, then by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at Chandler, Arizona (with Louisiana resident

Independent Business Owners to arbitrate at Baton Rouge, Louisiana). The arbitrator may award, in addition to declaratory relief, contract damages and may also award consequential damages in the event of a breach of any provisions of sections 4, 5 and 10 of this Agreement and shall award reasonable costs and attorney fees to the prevailing party. An arbitration award may be enforced in any court of competent jurisdiction. By entering into this Agreement, you understand and agree that you will waive your right to have any dispute or claim brought, heard or arbitrated as a class action, collective action or representative action (the "Class Action Waiver"). Notwithstanding any other clause contained in this Agreement or the rules of the American Arbitration Association, any claim that all or part of this Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable must be determined only by a court of competent jurisdiction and may not be determined by an arbitrator. This provision shall not preclude either the Company or you from seeking temporary or permanent injunctive relief in any court of competent jurisdiction.