

ORIGAMI OWL® INDEPENDENT DESIGNER™
AGREEMENT TERMS & CONDITIONS

Agreement between Origami Owl, LLC (O2) and Independent Designer (ID) as identified on the application for enrollment form relating to Independent Designer's purchase of products for resale to consumers on a direct sales basis, on the following terms:

1. Acknowledgment. By completing the enrollment process, ID acknowledges that ID has read, understands and agrees to the terms of this Agreement. ID is of legal age in her or his state of residency and/or is the age of 18 or older. ID understands that ID may cancel this Agreement at any time regardless of reason by written or electronic email notice to O2. ID also understands that acceptance as an ID is not automatic, but is subject to the receipt and acceptance of the application by O2 at its home office in Chandler, AZ. To include an applicant under the state legal age must submit a signed Legal Guardian Authorization form no later than seven (7) business days following enrollment.)
2. Independent Contractor. ID agrees that ID is and shall at all times be considered an independent contractor for all legal purposes and is responsible for determining her or his own business activities without control or direction from O2. ID is not an agent, employee or legal representative of O2 and ID is responsible for the payment of all federal and state self-employment taxes and other taxes required by any federal, state or local taxing agency.
3. Sales to Consumers. ID agrees that as an ID she or he will place primary emphasis upon the sale of O2 products to non-ID consumers and that ID will sell the majority of the wholesale product purchases from O2 to non-ID consumers as a condition of ID's right to receive commissions. ID will retain and maintain accurate records of all product sales. ID's ordering of additional wholesale products from O2 constitutes a certification to O2 that ID has complied with the foregoing requirement by selling or distributing a majority of wholesale product orders to non-IDs prior to making each of the wholesale purchases from O2. Permissible wholesale product purchases from O2 shall be automatically modified to comply with the exemption requirements set forth in any state's law regulating business opportunities.
4. Intellectual Property.
 - A. O2 is the owner and exclusive licensor of numerous names and trademarks, including but not limited to, "Origami Owl," "O2," "LIVING LOCKETS" and other names, trade names, logos and marks of O2 ("Trademarks"), copyrights in and to its jewelry designs ("Copyrights") as well as other trade dress, trade secret and other proprietary rights (collectively with Trademarks and Copyrights, the "Intellectual Property"), all of which are exclusively owned by O2. ID agrees that ID has no ownership or rights or interests therein by virtue of this Agreement or otherwise.

- B. O2 hereby grants a limited license to ID to use the Intellectual Property solely in her or his ID business and subject to the terms and conditions of this Agreement and O2's Policies & Procedures (which are by this reference incorporated in this Agreement as though fully set forth herein). ID recognizes the value of the goodwill O2 has created in its Intellectual Property and acknowledges that the Trademarks and all rights therein and all goodwill pertaining thereto belong exclusively to O2.
 - C. ID will not use the O2 Copyrights (including but not limited to sales materials, company literature, and website content), Trademarks or any other O2 Intellectual Property, except in materials provided by O2 or approved in writing by O2 prior to their use by ID. ID understands that unauthorized use or duplication of O2's Trademarks, Copyrights and other Intellectual Property is a violation of U.S. federal law and O2's Policies & Procedures.
 - D. The use of Intellectual Property by ID must be at all times in compliance with O2's guidelines. Upon termination of this Agreement for any reason, your limited license to use any O2 Intellectual Property also terminates and all such use must cease immediately.
 - E. Business ideas, concepts, designs or other intellectual property submitted to O2 by ID ("ID Contributions") shall immediately become property of O2 unless otherwise agreed to in advance and in writing by O2. ID shall take all actions deemed reasonably necessary by O2 to vest any and all intellectual property rights in and to such ID Contributions, and ID agrees that O2 may operate as ID's attorney-in-fact to take any such actions in the event that ID does not comply.
5. Confidentiality. ID agrees that O2 has a proprietary interest in its customer lists and ID lists and other confidential information described in the Agreement or other materials provided to ID by O2. ID agrees not to use or disclose such confidential information except as explicitly authorized by O2. Use or disclosure of customer lists and ID lists for any purpose other than carrying out ID's O2 business is strictly prohibited.
6. Renewal and Termination.
- A. Each ID must renew her or his ID status each twelve (12) months. O2 may charge an annual renewal fee applicable to all IDs. Failure to make a wholesale product purchase within sixty (60) days of becoming an ID or failure to make a qualifying wholesale purchase at least once every six (6) months may result in the automatic termination of the ID position with O2.
 - B. ID understands that if ID fails to comply with the terms of this Agreement or the Policies & Procedures, O2 may impose disciplinary action as it determines in its sole discretion.
 - C. O2 may terminate ID's status as an ID immediately for good cause (any violation of these Terms & Conditions or the Policies & Procedures) or on thirty (30) days' notice without cause.

- D. If ID fails to annually renew her or his O2 business, or if it is terminated for any reason, ID understands that she or he shall not be eligible to sell O2 products and services or be eligible to receive (and hereby waives all rights to) any commissions, bonuses, rewards, prizes or any other income resulting from the activities of any former downline sales organization. Likewise, if ID is in breach, default or violation of this Agreement at termination, ID shall not be entitled to receive any further bonuses, commissions, rewards or prizes, regardless of whether the sales for such bonuses or commissions have been completed.
7. Right of Publicity. ID grants O2 the unrestricted, worldwide, royalty-free right to use, reproduce, publish and otherwise distribute ID's name, photograph, personal story and/or likeness (collectively, "Likenesses") in advertising and in O2 promotional materials, in any and all formats, platforms or other media (including, but not limited to, the Internet) now existing or hereafter created, and hereby waives all claims for remuneration for such use and releases and forever discharges O2 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 O2 by written letter sent by way of US First Class Registered mail to the attention of O2's Legal Department.
8. Career Plan. ID has carefully read and agrees to comply with the O2 ID commission plan (the "Career Plan") and any future modifications thereto, with the Career Plan incorporated by this reference as if fully set forth herein. ID understands that she or he must be in good standing, and not in violation of these Terms & Conditions, to be eligible for participation in the Career Plan. ID understands that the Career Plan may be amended at the sole discretion of O2 and ID agrees that any such amendment will apply to ID. Notification of amendments to the Career Plan shall be published on the official O2 website and Back Office and become effective thirty (30) days following the date of publication. The continuation of ID's business or ID's acceptance of commissions shall each constitute ID's acceptance of all amendments. ID understands that no attorney general or other regulatory authority ever reviews, endorses or approves any product, commission program or company, and ID will make no such claims regarding O2.
9. No Promises of Earnings. ID acknowledges that no representations or guarantees have been made to ID by O2, its officers, other IDs or any representative of the company concerning how much money ID may or will earn as an O2 ID.

10. No False or Disparaging Statements. ID agrees that ID will not make any false or misleading or disparaging statements about O2, O2 products, the O2 ID opportunity or any O2 employees, customers or other IDs.
11. No Assignment or Delegation. ID may not delegate or subcontract duties under this Agreement without the prior written consent of O2. Any attempt to transfer or assign this Agreement without the express written consent of O2 renders this Agreement voidable at the option of O2 and may result in termination of this Agreement.
12. Updates and Modifications. In order to maintain a viable marketing program and to comply with federal, state and local laws and economic conditions, O2 may update the Policies & Procedures and Terms & Conditions to this Agreement from time to time. Such additions and modifications shall be published on the official O2 website and Back Office and become a binding part of this Agreement thirty (30) days following the date of publication.
13. Repurchase of Inventory. Upon termination of this Agreement, O2 agrees to repurchase on reasonable commercial terms currently marketable inventory in the possession of the terminated ID and purchased by the terminated ID 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 the ID's date of purchase and such purchase shall be made at a rate of not less than ninety percent (90%) of the ID's 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 O2 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 ID. 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 O2 and are not subject to refund. O2 will comply with refund requirements at variance with this paragraph as specified by state or federal law.
14. Entire Agreement. This Agreement in its current form, along with the Policies & Procedures and Career Plan as referenced herein (and as such documents may be amended by O2 as provided herein) constitute the entire agreement between O2 and ID. 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 shall be declared invalid by an adjudicator of law, the remaining provisions shall remain in 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 ID bring a claim against O2 for any act or omission of O2 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 O2 for such act or omission. ID waives all claims permissible by any other applicable statutes of limitation.
16. Release and Indemnification. O2, its affiliates, and their respective directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Affiliates") shall not be liable for, and ID hereby releases O2 and its Affiliates from and waives all claims for loss of anticipated profits, and consequential, incidental, indirect, direct, punitive and exemplary damages or loss incurred or suffered by ID as a result of operation of ID's O2 business. ID further agrees to release O2 and its Affiliates from any and all liability arising from or relating to the promotion or operation of ID's O2 business and any activities related to it, including, but not limited to, the presentation of O2 products or Career Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and hereby agrees to defend, indemnify and hold harmless O2 and its Affiliates for any liability, damages, fines, penalties or other awards arising from any such activities or any unauthorized conduct that ID undertakes in operating her or his business.
17. United States Only. ID agrees to sponsor other IDs and to sell products only in the United States unless otherwise specifically authorized by O2.
18. Governing Law; Dispute Resolution. 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 by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at Chandler, Arizona. Louisiana resident IDs 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. This provision shall not preclude either O2 or ID from seeking temporary or permanent injunctive relief in any court of competent jurisdiction.

You may CANCEL this transaction, without penalty or obligation, within THREE (3) BUSINESS DAYS from the effective enrollment date (FIVE (5) business days for Alaska residents).

If you cancel, any property traded in, any payments made by you under the contract for sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under the contract for sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the Cancellation Notice to:

Origami Owl, LLC
Legal Department
450 North 54th Street
Chandler, AZ 85226

NOT LATER THAN MIDNIGHT of the third business day following the date set forth above (fifth business day for Alaska residents).

I HEREBY CANCEL THIS TRANSACTION:

Buyer's Signature _____

Date_____ID# _____

***DO NOT SIGN ABOVE UNLESS YOU WANT TO CANCEL**