



## S&D AMBASSADOR AGREEMENT (U.S.)

As a prospective S&D Ambassador (referred to herein as an “**Ambassador**” and formerly referred to as “**Independent Business Owners**”), I understand and agree that my relationship with Stella & Dot LLC d/b/a Stella & Dot, KEEP Collective (KEEP) and EVER LLC (EVER) (collectively referred to as “**S&D**” or “**Stella & Dot**”), shall be governed by the following terms and conditions:

- 1. Agreement.** I understand that this Ambassador Agreement is subject to acceptance by Stella & Dot. Upon acceptance by Stella & Dot, this agreement, together with the S&D Ambassador Policies & Procedures (the “**Policies & Procedures**”) and the S&D Pay Plan, all of which are incorporated by reference, shall constitute the entire agreement (the “**Agreement**”) between Stella & Dot and myself.
- 2. Independent Contractor Status.** It is expressly understood that I am entering into this Agreement as an independent contractor who is responsible for my own business activities with sole control over the manner and means of my performance under this Agreement. I am solely responsible for setting my work hours and for paying expenses incurred by me in the operation of my business. I UNDERSTAND THAT I AM NOT AN EMPLOYEE OR AGENT OF STELLA & DOT AND I WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES. I acknowledge that Stella & Dot is not responsible for income withholding and that it will not withhold or deduct any tax from my commissions or bonuses, if any.
- 3. Starter Kit.** I agree to purchase a non-commissionable Starter Kit. . I understand that a Starter Kit is the only purchase required to conduct business as a S&D Ambassador. I agree to pay any renewal fees required to extend the term of this Agreement and understand that failure to pay the renewal fee may result in the termination of this Agreement. Stella & Dot provides Ambassadors a commercially reasonable right to return products, which are further described in the Policies & Procedures.
- 4. Closure of Inactive Pay Portal Accounts and Unclaimed Property.** I acknowledge that after ninety (90) days of inactivity on my Stella & Dot Pay Portal account which has a positive balance, a monthly dormancy fee will be applied for each month the account is not used. Fees imposed on inactive accounts will be deducted from the current balance until the earlier of (a) the account balance equaling to \$0.00, or (b) twelve (12) months, at which point any positive balance in my Pay Portal account will be withdrawn and will be paid to the appropriate state pursuant to the applicable unclaimed property laws if the monies remain unclaimed for the statutory period under applicable state law.
- 5. Use of Stella & Dot Intellectual Property.** I acknowledge that, upon Stella & Dot’s acceptance of this Agreement, Stella & Dot has granted me a limited, non-exclusive, non-transferable license to use the trademarks, service marks, trade names, patents, copyrighted materials, and any other technology owned or otherwise controlled by Stella & Dot, and designs, and materials created and owned by Stella & Dot (“**Stella & Dot Intellectual Property**”), and that my use of Stella & Dot Intellectual Property shall at all times comply with the terms of the Policies & Procedures and any written specifications published by Stella & Dot. I agree that I shall not use any material that is confusingly similar to the Stella & Dot Intellectual Property in any email address, website domain name, social media name or address. All rights and licenses related to my use of Stella & Dot Intellectual Property under this Agreement shall automatically terminate upon termination of this Agreement. I further understand that Stella & Dot may revoke this limited license during the term of this Agreement in its sole discretion.
- 6. Ownership and Use of Confidential Information.** I acknowledge that Stella & Dot may provide me with proprietary or non-public information and reports relating to my sales activity and the sales activity of other Ambassadors, including but not limited to downline reports, coaching reports, and customer lists (collectively, “**Confidential Information**”). I acknowledge and agree that Stella & Dot is the sole owner of any and all Confidential Information provided to me pursuant to this Agreement. In this regard, I shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute, license, sell, use or otherwise make known any Confidential Information to any third party or person or entity not expressly authorized or permitted by Stella & Dot to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; and (iii) not directly or indirectly make any use whatsoever of the Confidential Information, except for purposes of performing services under this Agreement. The parties each acknowledge that the restrictions in this paragraph are reasonable efforts of Stella & Dot to protect and maintain the Confidential Information. These obligations regarding confidentiality shall survive any termination of this Agreement for so long

as Stella & Dot may, in its sole discretion, consider the Confidential Information to be confidential. Upon Stella & Dot's reasonable written request, I agree to return to Stella & Dot all Confidential Information in my possession, including all copies thereof.

7. **Security of Customer Data.** I agree to adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of Confidential Information and customer data. Appropriate safeguards for electronic and paper records may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files or locking up physical files containing Confidential Information; and (iv) shredding or irretrievably deleting Confidential Information and customer data. I agree to comply with all applicable privacy and data security laws, including security breach notification laws. In the event of an actual or suspected security breach affecting Confidential Information or customer data, I will promptly notify the affected customers and Stella & Dot in writing after becoming aware of such security breach and specify the extent to which Confidential Information or customer data was disclosed or compromised and shall promptly comply with all applicable security breach disclosure laws. I shall, at my own expense, cooperate with Stella & Dot and affected customers and use my best efforts to mitigate any potential damage caused by a security breach, including by sending notice to the affected individuals, state agencies, and consumer reporting agencies, if such notification is required by law.
8. **Authorized Business and Product Claims.** Any claims made about my Stella & Dot Ambassador business shall be in compliance with the policies applicable to product claims and income claims in the Policies & Procedures.
9. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, I shall not directly or indirectly, on my own behalf or on the behalf of any other person or entity, (i) solicit any Stella & Dot Ambassador to join, enroll or affiliate with another direct sales, network marketing or multilevel marketing company; or (ii) or solicit or induce or call upon any Stella & Dot Ambassador to terminate or alter his or her business relationship with Stella & Dot. In this paragraph, "solicit" is defined to include the direct or indirect, actual or attempted, solicitation, encouragement, or effort to influence another Stella & Dot Ambassador to participate in another direct selling, network marketing or multilevel business opportunity, even if such solicitation is made in response to an inquiry made by another Ambassador.
10. **Non-Disparagement.** I agree to refrain from making, publishing or disseminating negative, disparaging, untrue or misleading comments about Stella & Dot and its affiliated entities, other S&D Ambassadors, Stella & Dot products, the Pay Plan, or Stella & Dot's managers, officers, its employees or its affiliated entities' employees. I also agree not to engage in any activities that may cause

harm or disruption to Stella & Dot, its affiliated entities or any other Ambassadors. This paragraph applies to all forms of communication, including posts and messaging on social media platforms.

11. **Right of Publicity.** I grant to Stella & Dot and its affiliates, partners, designees, agents, successors or assigns an unrestricted, worldwide, royalty-free, transferable, sublicensable license to use, reuse, license, reproduce, modify, adapt, publish, edit, translate, display, perform, and distribute to the public throughout the world, create derivative works from, and otherwise exploit and use in any and all media whatsoever and by any means of transmission, distribution or communication, whether now known or hereafter created, including but not limited to, the Internet, and in audio visual works, photographs, sound recordings, advertising, promotional, marketing materials and publications and the like (collectively, "Use"), my name, including nicknames and social media handles, likeness, image, photograph, biographical information, voice, persona, opinions, comments, statements, or opinions. I hereby represent that any comments, statements or opinions that I make or express concerning Stella & Dot and/or its products or services will reflect my true and honest opinion of and experience with Stella & Dot and/or its products or services. I further waive my right to inspect or approve of any preliminary, draft, beta and/or finished materials used by Stella & Dot in accordance with the terms of this Agreement. This authorization may be revoked only upon receipt by Stella & Dot of a written notice of revocation.
12. **Warranties and Disclaimer.** Stella & Dot warrants that Stella & Dot Products, Services or Personal Website (PWS) as and when delivered by Stella & Dot shall be free from material defects. Stella & Dot's sole obligation, and my sole and exclusive remedy, for breach of this warranty shall be to return any defective Stella & Dot product and receive a replacement, refund, or credit as described in Stella & Dot's Policies & Procedures. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I EXPRESSLY UNDERSTAND AND AGREE THAT: (A) MY USE OF ANY STELLA & DOT PRODUCTS, SERVICES OR PWS IS AT MY SOLE RISK, AND THE PRODUCTS, SERVICES OR PWS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO STELLA & DOT PRODUCTS, THE STELLA & DOT AMBASSADOR OPPORTUNITY, SERVICES, PWS, MARKETING MATERIALS, BUSINESS SUPPLIES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT; (B) STELLA & DOT MAKES NO WARRANTY (I) THAT THE SERVICES OR PWS WILL MEET MY REQUIREMENTS, (II) THAT THE SERVICES OR PWS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE

RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AMBASSADOR WEB SITE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY GOODS OR SERVICES AVAILABLE ON THE AMBASSADOR WEB SITE WILL MEET MY EXPECTATIONS, (V) THAT ANY ERRORS IN THE SERVICES OR PWS WILL BE CORRECTED AND (VI) REGARDING ANY ACTIONS OR OMISSIONS OF STELLA & DOT'S VENDORS OR OTHER THIRD PARTIES; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR PWS IS ACCESSED AT MY OWN DISCRETION AND RISK, AND I WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO MY COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. "RELEASED PARTIES" INCLUDE STELLA & DOT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS.

13. **Term and Termination.** Term and Renewal. Unless subject to the terms of a prior agreement as outlined in Section 13 (a) or terminated earlier pursuant to Section 13(b) or (c), the term of this Agreement shall be one (1) year from the date of acceptance by Stella & Dot (the "**Effective Date**"). This Agreement may be renewed every twelve (12) months on the anniversary of the Effective Date, subject to my payment of the applicable brand renewal fees. Stella & Dot reserves the right to accept or reject any renewal in its sole discretion.

a) Active Independent Business Owners as of 12.30.19. This Agreement shall amend and restate any existing Stella & Dot, KEEP or EVER Independent Business Owner Agreement as of 12.30.19 in its entirety and become effective upon acceptance by Stella & Dot. The existing renewal date per the terms of any existing agreement shall apply, provided, however, that in the event I have more than one active account in Stella & Dot, KEEP or EVER as of 12.30.19 the renewal date for only my retained agreement shall apply.

b) Termination by Stella & Dot. Stella & Dot may terminate this Agreement at any time and for any reason in its sole discretion upon thirty (30) days' written notice. Stella & Dot may immediately terminate this Agreement in the event of my death or my breach of any provision of this Agreement. Termination shall be effective on the date on which notice is effective in accordance with Section 24 or when I receive actual notice of termination, whichever occurs first. Stella & Dot shall not be required to have any reason or to prove any cause in order to terminate this Agreement. If and when this Agreement is terminated, I will have no claim against Stella & Dot, its affiliates or their respective officers, directors, agents, employees, independent contractors, and representatives, nor any right to claim or collect lost profits, lost opportunities or any other damages. Termination will result in the loss of all rights and

benefits as an Ambassador. I hereby authorize Stella & Dot to withhold any amounts due and owing to Stella & Dot to the fullest extent allowed by applicable law.

c) Voluntary Cancellation. I have the right to terminate this Agreement at any time, for any reason. Notice of termination must be submitted in writing to Stella & Dot at its principal place of business or by contacting the Stella & Dot Delight Center.

14. **Transferability.** Neither this Agreement nor my Stella & Dot business may be transferred or assigned by me or operated in partnership with any other person without Stella & Dot's prior written consent. Stella & Dot may assign this Agreement at any time and, upon any such assignment, the assignee shall assume the rights and obligations of Stella & Dot and Stella & Dot shall be fully released from this Agreement.

15. **Other Terms.**

a) I have full legal capacity to enter into this Agreement in the state in which I reside. I agree to comply with all laws, rules and regulations governing the conduct of my business.

b) I acknowledge and agree that I have no right, interest or contractual relationship with any Ambassador whom I sponsor or who is in my downline organization ("**Downline**").

16. **Indemnification/Offset.** I will indemnify and hold harmless Stella & Dot, its subsidiaries, and its managers, officers, employees, agents and assigns from and against any damages, claims, or liabilities and expenses (including attorneys' fees) incident to my: (a) activities as an Ambassador including, without limitation, any unauthorized representations made by me; (b) any negligent, reckless or intentionally wrongful act of myself or anyone acting on my behalf including with respect to claims by third parties related to infringement of third party intellectual property rights; (c) a determination by a court or agency that I am not an independent contractor, (d) breach by me or anyone acting on my behalf of any of the terms of this Agreement; or (e) violation of or failure to comply with applicable laws, rules or regulations. Stella & Dot shall have the right to offset any amounts owed by me to Stella & Dot against the amount of any commissions or bonuses owed to me to the fullest extent permitted by applicable law.

17. **Limitation of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, STELLA & DOT AND ITS AFFILIATES, OFFICERS, MANAGERS, OWNERS, EMPLOYEES, AGENTS AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND I HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM OF ANY SPECIAL INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST BUSINESS, AND LOST OPPORTUNITIES, HOWEVER

CAUSED, ARISING OUT OF THIS AGREEMENT OR OTHER MATTERS BETWEEN MYSELF AND STELLA & DOT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY, OR OTHERWISE), EVEN IF STELLA & DOT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IT IS AGREED THAT ANY DAMAGE TO ME SHALL NOT EXCEED, AND IS HEREBY EXPRESSLY LIMITED TO THE AMOUNT OF UNSOLD PRODUCT PURCHASED FROM STELLA & DOT AND SERVICES OWNED OR HELD BY ME, AND ANY FULLY EARNED COMMISSIONS OR OVERRIDES.

18. **Cumulative Remedies; Waiver.** All rights, powers and remedies given to me or Stella & Dot are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of Stella & Dot to exercise any power or right under this Agreement or to insist upon strict compliance by me with any obligation or provision hereof shall constitute a waiver of Stella & Dot's right to demand exact compliance therewith. Waiver by Stella & Dot can be effective only in writing by an authorized officer or agent of Stella & Dot.
19. **Injunctive Relief.** Either Stella & Dot or I may apply to a court of competent jurisdiction for temporary, preliminary or permanent injunctive relief if such relief is not available or likely to be ineffectual in arbitration. I agree that a request for injunctive relief may be heard and determined by a Court located in the state or province in which I reside to the exclusion of all other venues and forums and I hereby waive any and all objections to such venue, including personal jurisdiction.
20. **Amendment.** I understand that Stella & Dot reserves the right to amend this Agreement, including but not limited to the Policies & Procedures, the Pay Plan or any other documents referenced in the Agreement. Amendments shall be effective thirty (30) days after notice of an amendment is posted or communicated to Ambassadors through official Company publications, including websites or email, but amended policies shall not apply retroactively to conduct prior to the effective date of the amendment. Once effective, all amendments are binding on all Ambassadors and my continued service as an Ambassador constitutes my acceptance of same.
21. **Entire Agreement.** This Agreement in its current form and as may be amended supersedes all prior communications, understandings and agreements between me and Stella & Dot and constitutes the entire agreement between myself and Stella & Dot. I have carefully read and agree to comply with all terms of this Agreement, including the Policies & Procedures, which have been provided to me prior to formal submission of my application to become an Ambassador. I understand that I must be in good standing to be eligible for commissions or any other compensation from Stella & Dot. In the event of a conflict between the

terms of this Agreement and the Policies & Procedures or the Pay Plan, the terms of this Agreement shall control.

22. **Governing Law; Venue; Arbitration.** Other than the arbitration agreement set forth below, this Agreement is governed by the laws of the state in which I reside without regard to any state's conflicts of laws rules that may result in the application of the laws of any other jurisdiction. Except in situations in which injunctive relief is sought, Stella & Dot and I mutually agree to resolve any disputes between us exclusively through final and binding arbitration before a single arbitrator. This arbitration agreement is governed by the Federal Arbitration Act, survives the termination of this Agreement, and shall apply to any and all claims arising out of or relating to this Agreement, including but not limited to my classification as an Ambassador or my relationship with Stella & Dot, compensation I have received, and the termination of this Agreement, whether arising under federal, state or local statutory and/or common law.

If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested within the applicable statute of limitations period. This demand for arbitration must include a statement of the legal and factual basis of the claim(s).

Any issues related to the arbitrability of any claim, or the scope, validity or enforceability of this agreement to arbitrate shall be determined by a court of competent jurisdiction and not the arbitrator.

**Class Action Waiver.** Stella & Dot and I mutually agree that by entering into this agreement to arbitrate, we both waive our right to have any dispute or claim brought, heard or arbitrated as a class or collective action, and an arbitrator shall not have any authority to hear or arbitrate any class or collective action ("Class Action Waiver"). Notwithstanding any other clause contained in this Agreement or the JAMS Rules, any claim that all or part of this Class Action Waiver is unenforceable may be determined only by a court of competent jurisdiction and not by an arbitrator. In the event a final judicial determination is made that the Class Action Waiver is unenforceable and that a class or collective action may proceed notwithstanding the existence of this Agreement, the arbitrator is nevertheless without authority to preside over a class or collective action and any class or collective action must be brought in a court of competent jurisdiction.

Any arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures ("JAMS Rules"), which may be found at [www.jamsadr.com](http://www.jamsadr.com) or by searching for "JAMS Comprehensive Arbitration Rules and Procedures" using a service such as [www.Google.com](http://www.Google.com); however, if there is a conflict between the JAMS Rules and this Agreement, this Agreement shall govern. The arbitrator shall be an attorney, preferably with experience in direct sales and contract disputes. Unless

otherwise agreed to by the parties, the arbitration shall take place in the nearest city to where I reside with a population of 250,000 or more. Unless applicable law provides otherwise, as determined by the arbitrator, the parties agree that Stella & Dot shall pay all of the arbitrator's fees and costs, and any fees to JAMS for administering the arbitration. The arbitrator may award any remedy available under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity for the claims presented to the arbitrator. The arbitrator shall apply the state, federal or local substantive law, as applicable, to the claims asserted.

The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law, and a court of competent jurisdiction will have authority to enter judgment upon the arbitrator's award/decision.

23. **Force Majeure.** Stella & Dot shall not incur any liability on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, and shall also include delays in or failure or suspension of any goods or services caused, directly or indirectly, by mechanical or power failure, computer

malfunctions (including, without limitation, software, hardware and firmware malfunctions).

24. **Notices.** Unless otherwise provided in this Agreement, any notice or other communication requested or permitted to be given under this Agreement shall be in writing and shall be deemed effective (i) if delivered personally or by commercial messenger or courier, (ii) when sent by confirmed facsimile or electronic mail, or (iii) if mailed by U.S. registered, certified or express mail, to Stella & Dot, 8000 Marina Boulevard, Suite 400, Brisbane, California 94005, USA, or to me at the address I provided to Stella & Dot, unless notice of an address change has been received by Stella & Dot. If by mail, delivery shall be deemed effective three (3) days after the date of mailing.
25. **Severability; Headings.** If any provision of this Agreement is judicially determined to be invalid or unenforceable, that determination will not affect any other provision of this Agreement and the provision in question will be modified by the reviewing court so as to be rendered enforceable. The headings in this Agreement are inserted for convenience only and are not part of the Agreement.
26. **Survival.** I agree that the provisions in this Agreement relating to Confidential Information, protection of Customer data, Non-Solicitation, Indemnification, Right of Publicity, Warranties and Disclaimers, Limitation of Damages, Injunctive Relief and Arbitration shall survive any termination or expiration of this Agreement.

**I acknowledge that I have read, understand, and agree to the terms set forth in this S&D Ambassador Agreement. I certify that all of the information provided by me in connection with my application to become an Ambassador and in this Agreement is true and accurate and by clicking "I Agree" Ambassador intends to enter into a legally binding agreement with Stella & Dot, LLC.**