



S&D AMBASSADOR AGREEMENT (CANADA)

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 Jewelry Corp., a corporation incorporated under the laws of Nova Scotia, 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. Any contrary final determination by a board, tribunal or court of competent jurisdiction shall require amendment of this Agreement in any way necessary to establish an independent contractor relationship. No fiduciary relationship exists between the parties. I understand that my status as such does not constitute either a sale of a security, franchise or a distributorship (exclusive or otherwise). This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between myself and any other participant in the Company marketing plan and/or Company. I agree that as an independent contractor, I will: (i) comply with all applicable laws, rules and regulations pertaining to this Agreement, including the sale and advertising of Stella & Dot Products; (ii) at my own expense, complete all filings, and obtain such licenses as are required by applicable laws, rules and regulations, with respect to the Agreement and my activities as an Ambassador; and (iii) be responsible for all expenses incurred as an Ambassador. I understand that I have no authority to bind Stella & Dot to any obligations. It is my responsibility to pay all income, local or applicable taxes as an independent contractor, and I acknowledge that I am not eligible for and will not participate in any employee benefits, pension, or fringe benefit plan sponsored by Stella & Dot and will not be covered by its workers’ compensation or unemployment insurance or retained coverage. I acknowledge that I have been encouraged by the Stella & Dot to set my own hours and to supply all my own equipment and tools for operating my Stella & Dot business such as telephones, transportation, office equipment and supplies. The provisions of this Agreement reserving ultimate authority in Stella & Dot have been inserted solely to achieve compliance with federal, provincial, territorial, or local laws, regulations and interpretations thereof.
- 3. Starter Kit.** I agree to purchase a non-commissionable Starter Kit for Stella & Dot. 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. Network Sellers Method – GST/HST.** Under the Network Sellers Method (“**NSM**”), Stella & Dot is required to charge, collect and remit GST/HST and, if applicable, QST on all sales of the Company’s select products as that term is defined in the *Excise Tax Act*. Stella & Dot will collect and remit all GST/HST and, if applicable, QST based on the actual selling price of the products. The Ambassador will not charge to Stella & Dot GST/HST or QST on commissions. No GST/HST or QST will be charged on “sales aids” (business supplies) sold to Ambassadors or on hostess gifts given to Ambassadors or by Ambassadors beginning January 1, 2011 (sales aids are subject to provincial sales tax where applicable). I agree that I will operate under the NSM in connection with my Stella & Dot business whether or not I am registered for GST/HST or QST purposes with the Canada Revenue Agency or Revenue Quebec, respectively, for other business activities. Stella & Dot will charge and collect provincial sales tax in British Columbia, Manitoba and Saskatchewan, as applicable, on sales of Stella & Dot Family Products in accordance with applicable law.
- 5. 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 province/territory pursuant to the applicable unclaimed

property laws if the monies remain unclaimed for the statutory period under applicable provincial/territorial law.

6. **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 LLC, and designs, and materials created and owned by Stella & Dot LLC ("**Stella & Dot Intellectual Property**"), and that my use of Stella & Dot Intellectual Property is strictly limited by the terms of the Policies & Procedures. 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.
7. **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.
8. **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.
9. **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.
10. **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 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 business opportunity, even if such solicitation is made in response to an inquiry made by another Ambassador.
11. **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.
12. **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 cancelled only upon receipt by Stella & Dot of a written notice of cancellation.

13. **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.

14. **Term and Termination.** Term and Renewal. Unless subject to the terms of a prior agreement as outlined in Section 14 (a) or terminated earlier pursuant to Section 14(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 with Stella & Dot or KEEP Agreements prior to launch of S&D Pay Plan. This Agreement shall amend and restate my existing Independent Business Owner Agreement in its entirety and will become effective upon acceptance by Stella & Dot. The existing renewal date per the terms of my prior Agreement shall apply, provided, however, that in the event I have more than one active Agreement in Stella & Dot or KEEP prior to the launch of the S&D Pay Plan 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 23 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.
15. **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.
16. **Other Terms.**
- a) I am of the age of majority in my province or territory of residency. I understand that in certain provinces or territories I may be required to have a direct seller's license and/or direct seller's identification card and will make the appropriate application to the appropriate consumer protection governmental agency within five (5) days of the effective date of this Agreement.
- b) I acknowledge and agree that I have no right, interest or contractual relationship with any Independent Business Owners whom I sponsor or who is in my downline organization ("Downline").
- c) 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.
17. **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.

18. **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.
19. **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.
20. **Injunctive Relief.** Either Stella & Dot or I may apply to a court of competent jurisdiction for temporary, preliminary or permanent injunctive relief if relief available in arbitration is likely to be ineffectual. I agree that a request for injunctive relief may be heard and determined by the Superior Court of the 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.
21. **Amendment.** I understand that Stella & Dot may amend this Agreement, including but not limited to the Policies & Procedures, the Pay Plan or any other documents referenced herein or therein, at any time as Stella & Dot deems appropriate. 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. All amendments are binding on all Ambassadors and my continued service as an Ambassador constitutes my acceptance of same.

22. **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.

23. **Governing Law; Venue; Arbitration.** This Agreement (including all exhibits or addendums hereto) as well as any interpretation and enforcement issues, and all claims arising out of or relating to the same, whether asserted in law or equity, contract-based, tort-based or otherwise and including substantive claims or defenses asserted within any arbitration proceedings shall be governed by the laws of the Province of Ontario without regard to choice of law or conflict of law principles. Procedural matters in any arbitration proceeding shall be governed by the ADR Chambers Arbitration Rules. Mandatory and exclusive jurisdiction and venue of any claims, dispute, matter of controversy or action between Stella & Dot and me that is not subject to arbitration shall be in the Superior Court of Ontario commenced in Toronto, Ontario to the exclusion of all other venues and forums and I hereby waive any and all objections to such venue including personal jurisdiction and forum non-conveniens. The institution of an action or a proceeding by me against Stella & Dot in another venue or forum in violation of this provision shall be a material breach of these Policies & Procedures causing Stella & Dot irreparable harm and the I agree and stipulate that Stella & Dot shall be entitled to temporary, preliminary and permanent anti-suit injunctive relief to enforce this provision. I agree that, notwithstanding any statute of limitation to the contrary, any claim I may wish to bring against Stella & Dot for any act or omission relating to this Agreement or the Policies & Procedures must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim. Failure to bring such claim within the permitted time shall act as a bar against any claims against Stella & Dot for such act or omission. I hereby waive any and all claims or rights to have any other statute of limitation apply.

24. **Mandatory Arbitration and Dispute Resolution.**

a) Except as may be provided otherwise by this Agreement, any claim or controversy arising out of or

relating to this Agreement (including all exhibits or addendums hereto), whether such claim arises in tort, contract, equity, or otherwise, shall be resolved by binding and confidential arbitration administered by the ADR Chambers Arbitration Rules before a single arbitrator. I hereby waive my rights to trial by jury or by any court except as expressly provided herein. The hearing shall occur not later than one hundred and eighty (180) days from the date the demand is made, absent agreement by the parties or extraordinary circumstances, with a judgment on the award entered within thirty (30) days after the conclusion of the hearing. The arbitration shall be conducted in a location reasonably accessible by me, or at my election, in Toronto, Ontario, Canada. Notwithstanding the foregoing, the judgment on the award may be entered in any court having jurisdiction thereof.

b) Either party may initiate an Arbitration by providing a Notice to Arbitrate to the other: The notice must include a description of the dispute and the relief sought to be recovered. A sample Notice to Arbitrate can be found at: <https://adrchambers.com/wp-content/uploads/2017/05/Notice-of-Arbitration.pdf> (“Notice to Arbitrate”).

Three (3) copies of the Notice to Arbitrate, plus the appropriate filing fee, must be sent to:

ADR Chambers
180 Duncan Mill Road, 4th Fl.
Toronto, ON M3B 1Z6

One (1) copy of the Notice to Arbitrate must be sent to the other party in accordance with the Notice provisions set out in Section 24 hereof.

c) THE ARBITRATOR SHALL HAVE COMPLETE DISCRETION OVER THE DISCOVERY AND PRODUCTION PROCESS. COPIES OF THE ADR CHAMBERS ARBITRATION RULES MAY BE DOWNLOADED FROM:

<https://adrchambers.com/arbitration/rules/>

EXCEPT THAT THE ADR CHAMBERS MAY NOT ADMINISTER ANY MULTIPLE CLAIMANT OR CLASS ARBITRATION. IN THIS REGARD, THE PARTIES SPECIFICALLY AGREE THAT THEY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS MEMBER IN ANY

PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION, ANY CLASS ACTION OR CLASS PROCEEDING. AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIM WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING. THE ADR CHAMBERS MAY NOT ADMINISTER ANY MULTIPLE CLAIMANT OR CLASS ARBITRATION AS THE PARTIES SPECIFICALLY AGREE THAT THE ARBITRATION SHALL BE LIMITED TO THE RESOLUTION ONLY OF INDIVIDUAL CLAIMS. THE ARBITRATOR HAS THE DISCRETIONARY AUTHORITY TO AWARD THE COSTS OF THE ARBITRATION AND THE ARBITRATOR'S FEES AND ANY REASONABLE AND NECESSARY ATTORNEYS' LEGAL FEES INCURRED IN CONNECTION WITH A DISPUTE RESOLVED IN FAVOUR OF THE PREVAILING PARTY. THE COSTS OF INITIATING THE ARBITRATION SHALL BE BORNE BY THE PARTY INITIATING THE ARBITRATION WITH ALL REMAINING COSTS AND FEES SPLIT EQUALLY BETWEEN THE PARTIES UP THROUGH ISSUANCE OF A FINAL AWARD. WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW ANALYSIS, THE PARTIES AGREE THAT THE POLICIES & PROCEDURES AND ANY MATTER ARISING OUT OF OR RELATING TO OR INVOLVING THE POLICIES & PROCEDURES THAT IS SUBMITTED TO ARBITRATION WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, INCLUDING WITHOUT LIMITATION, THE ARBITRATION ACT 1991, S.O. 1991, C 17 AS AMENDED.

- d) UNLESS OTHERWISE STIPULATED BY ALL PARTIES THERETO, THE PARTIES AND THE ARBITRATOR SHALL MAINTAIN THE CONFIDENTIALITY OF THE ARBITRATION PROCEEDINGS AND SHALL NOT DISCLOSE TO ANY THIRD PARTY THE SUBSTANCE OF, OR BASIS FOR, THE CONTROVERSY, DISPUTE, OR CLAIM; THE SUBSTANCE OR CONTENT OF ANY SETTLEMENT OFFER OR SETTLEMENT DISCUSSIONS OR OFFERS ASSOCIATED WITH THE DISPUTE; THE PLEADINGS, OR THE CONTENT OF ANY PLEADINGS, OR EXHIBITS THERETO, FILED IN ANY ARBITRATION

PROCEEDING; THE CONTENT OF ANY TESTIMONY OR OTHER EVIDENCE PRESENTED AT AN ARBITRATION HEARING OR OBTAINED THROUGH DISCOVERY IN AN ARBITRATION; THE TERMS OR AMOUNT OF ANY ARBITRATION AWARD; AND THE RULINGS OF THE ARBITRATOR ON ANY PROCEDURAL AND/OR SUBSTANTIVE ISSUES INVOLVED IN THE CASE.

- e) THE PARTIES FURTHER AGREE THAT NO ARBITRATOR HAS THE AUTHORITY TO (1) AWARD RELIEF IN EXCESS OF WHAT THE AGREEMENT PROVIDES; (2) AWARD CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL, DIRECT DAMAGES; OR (3) ORDER CONSOLIDATION OR CLASS ARBITRATION, CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
- f) NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE POLICIES & PROCEDURES SHALL PREVENT STELLA & DOT FROM APPLYING TO AND OBTAINING FROM ANY COURT HAVING JURISDICTION A WRIT OF ATTACHMENT, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, RELIEF PURSUANT TO THE ONTARIO RULES OF CIVIL PROCEDURE, OR OTHER EQUITABLE RELIEF TO SAFEGUARD AND PROTECT STELLA & DOT'S INTERESTS AND RIGHTS, INCLUDING WITHOUT LIMITATION, RIGHTS WITH RESPECT TO CONFIDENTIAL INFORMATION, LOGOS, TRADEMARKS AND COPYRIGHTED MATERIALS AT ANY TIME PRIOR TO, DURING, OR FOLLOWING THE FILING OF ANY ARBITRATION PROCEEDING. NOTWITHSTANDING THE BROAD DELEGATION OF AUTHORITY TO AN ARBITRATOR HEREIN, A COURT MAY DETERMINE STELLA & DOT'S RIGHTS WITH RESPECT TO: (1) A TRADE SECRET MISAPPROPRIATION; (2) A TRADEMARK INFRINGEMENT; (3) A COPYRIGHT INFRINGEMENT; OR (4) BREACH OF THE CONFIDENTIAL INFORMATION PROVISIONS HEREIN.

- g) THE INSTITUTION OF ANY ACTION FOR EQUITABLE RELIEF UNDER THIS PROVISION OR TO ENFORCE AN AWARD OR ORDER SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OR OBLIGATION OF ANY PARTY TO SUBMIT ALL CLAIMS TO ARBITRATION.
- h) IF I INITIATE LITIGATION OUTSIDE OF ARBITRATION IN VIOLATION OF THE PROVISIONS OF THIS SECTION, AND UPON DEMAND BY STELLA & DOT FAIL TO SUBMIT THE MATTER TO ARBITRATION, I WILL BE LIABLE TO STELLA & DOT FOR ALL COSTS, EXPENSES, AND LEGAL FEES INCURRED IN COMPELLING ARBITRATION OF THE MATTER.
- i) THIS SECTION SHALL INURE TO THE BENEFIT OF STELLA & DOT AND ALL OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, ATTORNEYS, SUCCESSORS, AND ASSIGNS, ANY OF WHOM SHALL BE ENTITLED TO INVOKE OR SEEK ENFORCEMENT OF THESE PROVISIONS, AND SHALL COVER ALL CLAIMS ASSERTED AGAINST ANY OF THEM THAT ARISE OUT OF OR RELATE TO THE POLICIES & PROCEDURES.
- j) TO THE EXTENT THIS ARBITRATION PROVISION OR ANY PORTION THEREOF IS DETERMINED TO BE IN VIOLATION OF OR UNENFORCEABLE TO ANY EXTENT UNDER ANY PROVINCIAL, TERRITORIAL OR FEDERAL LAW, THE PARTIES AGREE THAT SUCH PROVISION OR PORTION IS SEVERABLE AND MAY BE REVISED TO BE CONSISTENT WITH APPLICABLE LAW AND TO EFFECTUATE TO THE MAXIMUM EXTENT POSSIBLE THE ORIGINAL TERMS AND INTENT OF THIS PROVISION.
- k) The existence of any claim or cause of action I may have against Stella & Dot, whether predicated on this

Agreement, the Policies & Procedures or otherwise, shall not constitute a defense to Stella & Dot's enforcing the covenants and agreements contained herein.

- 25. **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).
- 26. **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.
- 27. **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.
- 28. **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.