

Stella & Dot International Sponsorship Agreement

This International Sponsorship Agreement (the "Agreement") constitutes an Addendum to my Stella & Dot Stylist Agreement.

WHEREAS, Stella & Dot markets and distributes its exclusive jewelry and fashion accessories via the party plan marketing system in a competitive market.

WHEREAS, As a Stylist I am an independent contractor of Stella & Dot and wish to sponsor Stylists in other countries. In doing so, I agree to abide by the Policies & Procedures and Terms & Conditions of the country in which the person whom I am sponsoring resides, which I have read. I understand that I will not be permitted to make any sales outside my home country unless I have the legal right to do so and have signed up to be a Stylist in that country.

WHEREAS, as a sponsor, I agree to exhibit and exemplify the leadership characteristics desired by Stella & Dot; and

THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 Stylist. The term "Stylist" means the individual identified above having signed a Stylist Agreement with Stella & Dot.

1.2 Independent Stylist. The term "Independent Stylist" means an individual that has submitted a properly completed Stella & Dot Stylist Agreement to Stella & Dot and purchased a Stella & Dot Starter Kit, and the Company has accepted the Stella & Dot Stylist Agreement and is an agent of Stella & Dot.

1.3 Stylist Agreement. The term "Stylist Agreement" means the Stella & Dot Stylist Agreement that the

Stylist and all other Independent Stylists have entered into in order to become Independent Stylists. The Compensation Plan (also sometimes referred to as "Payment Plan"), Policies and Procedures and the Terms & Conditions are incorporated by reference into the Stylist Agreement and all three of these documents together comprise the agreement between Stella & Dot and each Independent Stylist. This Agreement modifies such Stylist Agreement.

1.4 "Trade Secret Information". [shall have such meaning as set out in clause 4].

1.5 Compensation Plan. The term "Compensation Plan" means the method by which Stella & Dot compensates the Stylist for sales of products offered by Stella & Dot as published by Stella & Dot on its website and as amended from time-to-time by Stella & Dot as provided in the Policies and Procedures. **1.6 Policies and Procedures.** The "Policies and Procedures" are a supplementary document that is incorporated by reference into the Stylist Agreement. The Policies and Procedures may be amended by Stella & Dot from time-to-time as provided therein and in the Stylist Agreement.

1.7 Home Office Guidelines. As used in this Agreement, the term "Home Office Guidelines" collectively refers to all communications from the Company to Sponsors regarding the additional responsibilities of Sponsors under the Stylist Agreement and this Agreement. Such communications

include, but are not limited to, (i) updates from the Stella & Dot Field Development Team, (ii) weekly and monthly emails and video emails, (iii) priority alerts, news and information posted in the “News” section of the Stylist

Stella & Dot International Sponsor Agreement Page 1 of 6

Lounge (accessed by the Stylist through secure login at the Stella & Dot website), (iv) Stella & Dot training materials, and (v) the Compensation Plan.

2. Acceptance.

- 2.1** Upon acceptance of this Agreement by Stella & Dot, I will be qualified to Sponsor a Stylist in another country in which Stella & Dot operates.
- 2.2** Stella & Dot reserves the right, at its discretion, to refuse to execute this Agreement. In such event, the Stylist shall not be permitted to sponsor a Stylist in another country, but their Stylist Agreement shall nevertheless remain in force.
- 2.3** The Stylist may “opt-out” of this Agreement at any time by terminating this Agreement as provided in Section 8.2.iv below.

3. Sponsor Duties and Obligations. I understand, agree and acknowledge that as an International Sponsor my earnings through the Compensation Plan have the potential to increase dramatically.

- 3.1** I understand and agree that I must remain an active Stella & Dot independent Stylist.
- 3.2** If I fail to meet the minimum PCV necessary to remain qualified as defined by the Policies & Procedures and Terms & Conditions applicable to my Stylist Agreement, I understand and agree that this agreement will be terminated.
- 3.3** Section 3.2 is inapplicable in the event I am on a Maternity deferment. Once the Maternity deferment has expired, I understand and agree that I must be qualified in the following two months to keep my international sponsoree(s).
- 3.4** In the event that the Stylist anticipates that she or he will be absent from the active operation or management of her or his independent Stella & Dot business for a period of time in excess of fourteen (14) days, she or he must provide at least thirty (30) days prior notice to the Team Members (Independent Stylists) in the first four (4) Lines of her or his Team and to the Company. In no event should the Stylist be absent from the active operation or management of her or his independent Stella & Dot business for a period of time that exceeds ninety (90) days. The Stylist agrees that she or he will not attempt to circumvent this requirement by attempting to operate her or his Stella & Dot business “remotely”.
- 3.5** The Stylist agrees that she or he will provide comprehensive new Stylist training including but not limited to, a 2-3 hour orientation via phone or skype/webcam. This orientation does not need to take place in one call but needs to be completed within a 10-day period after the new Stylist begins their business.
- 3.6** The sponsoring Stylist agrees that they will make weekly check-in calls throughout the new Stylists’ Jump Start.

- 3.7** The sponsoring Stylist must make themselves available to respond to questions or inquiries from their sponsorees, and agrees that she or he shall strive to respond to all such questions or inquiries within 48 hours of receipt. The only exception to this requirement is if the Stylist has provided their sponsored Stylists with prior notice of an extended absence as described in Section 3.3 above.
- 3.8** Stella & Dot reserves the right to make changes to these duties and obligations at any time. You will be given 30 days notice of any changes/additions and may be required to sign an addendum to this Agreement acknowledging your acceptance of the new terms.

Stella & Dot International Sponsor Agreement Page 2 of 6

4. Stylist's Covenants, Representations and Warranties.

4.1 Good Faith Performance. In the performance of her or his obligations hereunder, the time Stylist is to work will be largely within her or his control and Stella & Dot will rely upon Stylist to work such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement. Stylist agrees to faithfully, industriously, and to the best of her or his abilities, experience and talent, perform all of her or his obligations hereunder.

4.2 Confidentiality.

- i. The Stylist acknowledges that during the term of this Agreement, they will have access to and shall become aware of trade secret information belonging to Stella & Dot. The Stylist agrees that all knowledge and information that she or he may receive from Stella & Dot or its employees, agents or consultants, or otherwise by virtue of the performance of the Stylist's obligations and duties under and pursuant to this Agreement, relating to the Stylist or customer lists or other identifying information, suppliers, vendors, advisors, inventions, products, processes, machinery, apparatus, prices, discounts, costs, business affairs, future plans, or technical data that belong to Stella & Dot or to those with whom Stella & Dot has contracted regarding such information, shall for all time and for all purposes constitute trade secret information here after known as "Trade Secret Information" and be treated by the Stylist as strictly confidential and held by the Stylist in confidence, and solely for Stella & Dot's benefit and use, and shall not be used by the Stylist or directly or indirectly disclosed by the Stylist to any person whatsoever except to Stella & Dot or with Stella & Dot's prior written permission. ii. Notwithstanding anything to the contrary herein, the Stylist shall have no obligation to preserve the confidentiality of any information which
- a. was previously known to the Stylist free of any obligation to keep it confidential as shown by the Stylist's written records, so long as the Stylist did not receive such information directly or indirectly from Stella & Dot;
- b. is or becomes publicly available, by other than unauthorized disclosure;
- c. other than for patents, is independently developed by the Stylist without knowledge of Stella & Dot's Trade Secret Information as shown by the written records of the Stylist; d. is disclosed to third parties by Stella & Dot without restriction; or
- e. is lawfully received from a third party whose disclosure would not violate any confidentiality agreement or other legal obligation. iii. The Stylist shall not, without the written permission of Stella &

Dot, use the Trade Secret Information which she or he is obligated hereunder to maintain in confidence for any reason other than to enable the Stylist to properly and completely perform her or his duties and obligations hereunder or under the Stylist Agreement. The Stylist shall not reproduce or make copies of any Trade Secret Information, except as required in the performance of such duties and obligations. Upon termination of this Agreement for any reason, whatsoever, the Stylist shall promptly deliver to Stella & Dot all Trade Secret Information in the Stylist's possession or under the Stylist's control. The Stylist understands that all Trade Secret Information is and shall remain the property of Stella & Dot. Except as may be required by Stella & Dot, the Stylist shall not, during or at any time subsequent to termination of this Agreement, unless Stella & Dot has given prior written consent, disclose or use the Trade Secret Information or engage in or refrain from any action, where such action or inaction may result:

Stella & Dot International Sponsor Agreement Page 3 of 6

in the unauthorized disclosure of any or all such Trade Secret Information to any person or entity; or a. in the infringement of any or all such rights.
iv. The Stylist shall immediately notify Stella & Dot of any information which comes to the Stylist's attention which does or might indicate that there has been any loss of confidentiality of such trade secrets or breach of such rights.

5. Termination of Agreement.

5.1 Unless earlier terminated as provided below, this Agreement shall automatically terminate upon the termination or cancellation of the Stylist's Stylist Agreement.

5.2 Conditions of Termination. This Agreement may be terminated pursuant to the following:

- i. By Stella & Dot, at any time, in the event that the Stylist breaches any of the provisions of this Agreement;
- ii. By Stella & Dot, at any time, in the event of negligence by the Stylist, or in the event that the Stylist commits any acts or makes any statements, comments or remarks that directly or indirectly have a negative impact on the reputation, ability, integrity, competence, proficiency, character or operation of Stella & Dot, including, but not limited to statements which defame, degrade, embarrass or disparage Stella & Dot or its owners, officers, directors, management, or employees, or its products, services, management, facilities, customers, Independent Stylists, or any other aspect of its business.
- iii. By Stella & Dot, at any time, if the Stylist attempts to assign this Agreement or her or his Stylist Agreement, or any right or obligation under either this Agreement or her Stylist Agreement, without Stella & Dot's prior written consent.
- iv. By Stella & Dot if Stylist is requested to sign an addendum to this Agreement modifying Section 3 above and Stylist refuses to do so.
- v. By the Stylist, at any time, upon giving written notice to the Company. The Agreement shall terminate upon Stella & Dot's receipt of such notice.
- vi. Upon termination, my international downline will not automatically roll-up to my home country upline. I understand that my international downline stylists will be reassigned at the discretion of the Home Office.

5.3 Survival. The obligations of the Stylist under Sections 4.2 shall survive any expiration or termination of this Agreement.

6. Equitable Relief. Upon any breach of this Agreement by me, Stella & Dot will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. I hereby agree and acknowledge that common law remedies may not be adequate or appropriate to remedy or compensate for a breach of any of its obligations under this Agreement and that consequently the parties expressly contemplate and acknowledge that in the event of a breach of such obligations the Company shall be entitled if it so requires in any particular case to seek injunctive relief (including specific performance and injunction) in addition to any other available remedy, including damages. The same enforcement terms that are contained in the Policies & Procedures and/or Terms & Conditions applicable to my home country are incorporated into this Agreement.

Stella & Dot International Sponsor Agreement Page 4 of 6

7. Severability. The Stylist agrees that the non-compete and non-solicitation covenants set forth above constitute separate agreements independently supported by good and adequate consideration, the actual receipt and sufficiency of which are hereby acknowledged by the Stylist, and each shall be severable from the other provisions of, and shall survive, this Agreement. The existence of any claim or cause of action of the Stylist against Stella & Dot, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Stella & Dot of the covenants and agreements of the Stylist contained in the non-compete or non-solicitation covenants. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable in fulfilling the intent of the parties.

8. Conflicting Provisions. This Agreement modifies the Stylist's Stylist Agreement, Policies & Procedures and Terms & Conditions. To the extent that any term of this Agreement conflicts with any term or condition of any other agreement existing between the parties (including the Policies & Procedures, Terms & Conditions or the Stylist Agreement), the terms of this Agreement shall prevail. Otherwise, the relationship between Stella & Dot and the Stylist is governed by the Policies and Procedures, Terms & Conditions and the Stylist Agreement.

9. General.

9.1 Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

9.2 Time of the Essence. Time is of the essence of this Agreement.

9.3 Notices. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage pre-paid, by first class mail with proof of delivery, addressed to the other party at the address first listed above.

9.4 Assignment or Transfer. The obligations and rights of the Stylist under this Agreement are personal to the Stylist and may not be assigned or transferred to any other person, firm, or corporation without the prior, express, and written consent of Stella & Dot. The Stylist's interests under this Agreement may not be transferred by will, codicil, bequest, the laws of intestate succession, or any other after-death transfer.

Please return your completed agreement to your respective country:

For North American Stylists: NASponsor@stelladot.com

For UK Stylists:

UKsponsor@stelladot.com

Stella & Dot International Sponsor Agreement Page 5 of 6

For German Stylists:

stylistbusinessde@stelladot.com

For French Stylists:

equipestylist@stelladot.com

This contract was signed and agreed upon on _____.

Sponsoring Stylist

Signature

Print Name: _____ Stylist ID _____

Accepted by Stella & Dot

By: _____

Title: _____ Date: _____

