

Agnes & Dora®, LLC
Brand Stylist Terms & Policies

1. The Agreement. The term “Agreement” collectively refers to these Terms and Policies, the Agnes & Dora Compensation Plan, and the Agnes & Dora Business Entity Addendum (the Business Entity Addendum is only applicable to Brand Stylists who enroll as a business entity, in their current form and as may be amended in the future at the Company’s discretion. Independent Brand Stylists shall be referred to herein as “Brand Stylists.” Agnes & Dora, LLC shall be referred to as “Agnes & Dora” or the “Company.” Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

2. W-9 Form Required. Your Status as an Agnes & Dora independent Brand Stylist is temporary. You have 30 days from the date of enrollment to submit your properly completed W-9 to Agnes & Dora at support@agnesanddora.com. If you do not submit your W-9 within such time, your Agnes & Dora business will be placed on suspension and you will not be eligible to earn commissions or to operate your Agnes & Dora business. You may not receive commissions until you submit a W-9. If you fail to submit your W-9 within sixty days from the date of enrollment, your Agnes & Dora business will be cancelled.

3. Adherence to the Agreement. Brand Stylists must comply with the Agreement. If you have not yet reviewed the Terms and Policies at the time you execute this Agreement, they are posted in your Brand Stylist Back-Office. You must review the Terms and Policies within five days from the date on which you execute this Agreement. If you do not agree to the Terms and Policies, your sole recourse is to notify the Company and cancel your Agnes & Dora Agreement. Failure to cancel constitutes your acceptance of the Terms and Policies. You must be in

good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Agnes & Dora.

4. Amendments to the Agreement. The Company reserves the right to amend the Agreement at its discretion. Amendments shall be effective 30 days after notice and publication of the amended provisions in each Brand Stylist’s Back-Office, but amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. If you do not agree to any amendments, your sole recourse is to cancel your Agnes & Dora Agreement.

5. Brand Stylists’ Rights. Brand Stylists for Agnes & Dora, LLC., (hereinafter “Agnes & Dora, “):

- Have the right to sell, and solicit orders for, Agnes & Dora products in accordance with these Terms and Policies. It is within the exclusive right of Agnes & Dora to accept or reject orders submitted by Brand Stylists;
- Have the right to enroll others as Agnes & Dora Brand Stylists;
- If qualified, have the right to earn commissions pursuant to the Agnes & Dora Compensation Plan.

6. Independent Contractor Status. Brand Stylists are independent contractors and not employees, partners, legal representatives, or franchisees of Agnes & Dora, Inc. Brand Stylists are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **BRAND STYLISTS SHALL NOT BE TREATED AS AN AGNES & DORA EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** Agnes & Dora is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Brand Styl-

ists' compensation. Brand Stylists are not entitled to workers compensation or unemployment security benefits of any kind from Agnes & Dora.

7. Assignment of Rights and Delegation of Duties. Brand Stylists may not assign any rights under the Agreement without the prior written consent of Agnes & Dora, Inc. Any attempt to transfer or assign the Agreement without the express written consent of Agnes & Dora renders the Agreement voidable at the option of Agnes & Dora and may result in termination of your Agnes & Dora business.

If the assets of Agnes & Dora, or a controlling ownership interest in Agnes & Dora, is transferred to a third party, Agnes & Dora may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.

8. Waiver. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

9. Waiver of Right of Publicity. Brand Stylists grant Agnes & Dora an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Brand Stylists waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

10. Minimum Age. Persons under age 18 may not be Brand Stylists and no Brand Stylist shall knowingly recruit or sponsor, or attempt to recruit or sponsor, any person under age 18.

11. Severance. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of a Brand Stylist against Agnes & Dora shall not constitute a defense to Agnes & Dora's enforcement of any term or provision of the Agreement.

12. Term and Renewal of an Agnes & Dora Business. The term of this agreement is one year (subject to prior cancellation pursuant to the Terms and Policies). Agnes & Dora reserves the right to terminate all Brand Stylist Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.

A participant in this multilevel marketing program has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address or via the Brand Stylist's Back-Office.

13. Maryland Residents: A participant may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant.

14. General Conduct. Brand Stylists shall safeguard and promote the good reputation of Agnes & Dora and its products, and must avoid all illegal, deceptive, misleading, unethical or immoral conduct or practices, and

must exhibit high moral character in their personal and professional conduct. Brand Stylists shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, and the following list is not a limitation on the standards of conduct to which Brand Stylists must adhere pursuant to this section, the following standards specifically apply to Brand Stylists' activities:

- Deceptive conduct is always prohibited. Brand Stylists must ensure that their statements are truthful, fair, accurate, and are not misleading;
- If a Brand Stylist's Agnes & Dora business is cancelled for any reason, the Brand Stylist must discontinue using the Agnes & Dora name, and all other Agnes & Dora intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.
- Brand Stylists may not represent or imply that any state or federal government official, agency, or body has approved or endorses Agnes & Dora, its program, or products.
- Brand Stylists must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in their business or their personal lives that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the field sales force.

15. Social Media. In addition to meeting all other requirements specified in these Terms & Policies, should a Brand Stylist utilize any form of social media in connection with her Agnes & Dora business, including but not limited to blogs, Facebook, Twitter, LinkedIn, YouTube, or Pinterest, the Brand Stylist agrees to each of the following:

- All content must comply with Agnes & Dora's Policies. Brand Stylists are re-

sponsible for the content of all material that they produce and all of their postings on any social media site, as well as **all** postings on any social media site that they own, operate, or control.

- Brand Stylists shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media site must link only to the Brand Stylist's Agnes & Dora replicated website, Agnes & Dora's corporate website or an official Agnes & Dora corporate social media page.
- It is each Brand Stylist's responsibility to follow the social media site's terms of use.
- Any social media site that is directly or indirectly operated or controlled by a Brand Stylist that is used to discuss or promote Agnes & Dora's products, or the Agnes & Dora opportunity may not link to any website, social media site, or site of any other nature that promotes the products, services, or business program of any direct selling company other than Agnes & Dora.
- During the term of this Agreement and for a period of 12 calendar months thereafter, a Brand Stylist may not use any social media site on which they discuss or promote, or have discussed or promoted, the Agnes & Dora business or Agnes & Dora's products to directly or indirectly solicit anyone for another di-

rect selling or network marketing program (collectively, “direct selling”).

- During the term of the Agreement and for 12 calendar months after the cancellation of a Brand Stylist’s business for any reason, a Brand Stylist shall not take any action on any social media site on which they discuss or present, or have discussed or presented, Agnes & Dora’s products or the Agnes & Dora business that may reasonably be foreseen to draw an inquiry from Agnes & Dora’s Brand Stylists relating to the Brand Stylist’s other direct selling business activities or products. Violation of this provision shall constitute a violation of the non-solicitation provision in Policy 27.
- If a Brand Stylist utilizes a page on any social media site to promote or relates to Agnes & Dora, its products, or opportunity, the page may not promote or advertise the products or opportunity of any other network marketing business other than Agnes & Dora and its products. If the Brand Stylist’s Agnes & Dora business is cancelled for any reason or if the Brand Stylist becomes inactive, the Brand Stylist must deactivate the page.
- Expressing political ideas on social media fosters hostility and ill-will. Therefore, no political discussions or postings are permitted on any social media page or site on which a Brand Stylist promotes or discusses Agnes & Dora’s products or the Agnes & Dora business.
- Brand Stylists shall respect the privacy of other social media users. Brand Stylists shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections, shaming or bullying others.

16. Brand Stylist Web Sites, Mobile Applications and Collateral Sales Tools.

Brand Stylists may not create their own websites or mobile applications, or other collateral sales tools to promote their Agnes & Dora business or Agnes & Dora’s prod-

ucts (websites, mobile applications and collateral sales tools shall be collectively referred to as “Tools.” Official Agnes & Dora supplied Tools are the only online forum through which Agnes & Dora products may be sold and new Agnes & Dora Brand Stylist enrollments may be transacted (prohibited online forums include, but are not limited to, Brand Stylists’ external websites, online auctions and classified listings). Approved Tools will be posted in the Brand Stylists’ Back-Offices.

17. Marketing Methods. Brand Stylists may not sell marketing or sales strategies or programs to other Brand Stylists.

18. Trademarks and Copyrights. The name “Agnes & Dora” and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of Agnes & Dora. The Company grants Brand Stylists a limited license to use its trademarks and trade names in promotional media for so long as the Brand Stylist’s Agreement is in effect. Upon cancellation of a Brand Stylist’s Agreement for any reason, the license shall expire and the Brand Stylist shall immediately discontinue all use of the Company’s trademarks and trade names. Under no circumstances may a Brand Stylist use any of Agnes & Dora’s trademarks or trade names in any email address, website domain name, social media handle, social media name or address.

Agnes & Dora commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Brand Stylists, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Brand Stylists may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Sales Tools,

videos, audios, podcasts, and printed material is also copyrighted. Brand Stylists shall not copy any such materials for their personal or business use without the Company's prior written approval.

19. Sales Outlets. To support the Company's direct selling distribution channel and to protect the independent contractor relationship, Brand Stylists agree that they will not sell Agnes & Dora products in any wholesale, warehouse, or discount establishment, or any online auction or buy-sell site (including but not limited to eBay) without prior written approval from Agnes & Dora. Notwithstanding the foregoing, Brand Stylists may display and sell Agnes & Dora products at professional trade shows.

20. Service-Related Establishments. Brand Stylists may not promote and sell Agnes & Dora products in service-related establishments. A service-related establishment is one whose primary revenue is earned by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists and other health professionals; health clubs or fitness centers; beauty salons; and any other business where customer use of the establishment is controlled by membership or appointment. Agnes & Dora reserves the right to make the final determination as to whether an establishment is service-related or is a proper place for the sale of its products.

21. Change of Sponsor. The only means by which a Brand Stylist may legitimately change her sponsor are by:

- (a) Voluntarily canceling her Agnes & Dora business in writing and remaining inactive for six (6) full calendar months. Following the six-calendar month period of inactivity, the former Brand Stylist may reapply under a new sponsor. The Brand Stylist will lose all rights to her

former downline organization upon her cancellation; or

- (b) Submitting a written request to the Company at support@agnesanddora.com for a change of sponsor. The Brand Stylist requesting the transfer must also submit written and signed transfer authorization forms from her immediate three upline Brand Stylists.

22. Waiver of Claims. In cases wherein a Brand Stylist improperly changes her sponsor, Agnes & Dora reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Brand Stylist in her second line of sponsorship. **BRAND STYLISTS WAIVE ANY AND ALL CLAIMS AGAINST AGNES & DORA, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM AGNES & DORA'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A BRAND STYLIST WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.**

23. Product Claims. Brand Stylists must not make claims, including but not limited to testimonials, about Agnes & Dora's products or services that are not contained in official Agnes & Dora literature or posted on Agnes & Dora's official website.

24. Income Claims. When presenting or discussing the Agnes & Dora opportunity or Compensation Plan to a prospective Brand Stylist, Brand Stylists may not make income projections, income claims, income testimonials, or disclose their Agnes & Dora income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other Agnes & Dora Brand Stylist. Nor may Brand Stylists make "lifestyle" income

claims. A “lifestyle” income claim is a statement or depiction that infers or states that the Brand Stylist is able to enjoy a luxurious or successful lifestyle due to the income they earn from their Agnes & Dora business. Examples of prohibited lifestyle claims include, but are not limited to, representations (either through audio or visual medium) that a Brand Stylist was able to quit her job, acquire expensive or luxury material possessions, or travel to exotic or expensive destinations.

25. Compensation Plan and Program Claims. When presenting or discussing the Agnes & Dora compensation plan, you must make it clear to prospects that financial success in Agnes & Dora requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- It’s a turnkey system.
- The system will do the work for you.
- Just get in and your downline will build through spillover.
- Just join and I’ll build your downline for you.
- The Company does all the work for you.
- You don’t have to sell anything.
- All you have to do is buy your products every month.

The above are just examples of improper representations about the compensation plan and the Company’s program. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Brand Stylist without commitment, effort, and sales skill.

26. Media Inquiries. Brand Stylists must not interact with the media regarding the Agnes & Dora business or products. All in-

quiries from the media, including radio, television, print, online, or any other medium, shall be directed to Agnes & Dora’s marketing department.

27. Nonsolicitation. Agnes & Dora Brand Stylists are free to participate in other network marketing programs. However, during the term of this Agreement and for one year thereafter a Brand Stylist may not directly or indirectly Recruit any other Agnes & Dora Brand Stylist for any other network marketing business. The term “Recruit” means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another Agnes & Dora Brand Stylist to enroll or participate in another network marketing opportunity. This conduct constitutes Recruiting even if the Brand Stylist’s actions are in response to an inquiry made by another Brand Stylist or customer.

If a Brand Stylist is engaged in another network marketing program, it is the responsibility of the Brand Stylist to ensure that his or her Agnes & Dora business is operated entirely separate and apart from all other businesses and/or Network Marketing programs. To this end, the Brand Stylist must not:

- Display Agnes & Dora promotional material, sales aids, or products with or in the same location as, any non-Agnes & Dora promotional material or sales aids, products or services (Pinterest and similar social media sites are exempt from this provision).
- Offer the Agnes & Dora opportunity, products or services to prospective or existing customers or Brand Stylists in conjunction with any non-Agnes & Dora program, opportunity or products.
- Offer, discuss, or display any non-Agnes & Dora opportunity, products, services or opportunity at any Agnes & Dora-related

trunk-show, meeting, seminar, convention, webinar, teleconference, or other function.

28. Confidential Information. “Confidential Information” includes, but is not limited to, the identities, contact information, and/or sales information relating to Agnes & Dora’s Brand Stylists and/or customers: (a) that is contained in or derived from any Brand Stylists’ respective Brand Stylist Back-Office; (b) that is derived from any reports issued by Agnes & Dora to Brand Stylists to assist them in operating and managing their Agnes & Dora business; and/or (c) to which a Brand Stylist would not have access or would not have acquired but for her affiliation with Agnes & Dora. Confidential Information constitutes proprietary business trade secrets belonging exclusively to Agnes & Dora and is provided to Brand Stylists in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Brand Stylist’s use in building and managing her Independent Agnes & Dora business.

29. Handling Personal Information. If you receive Personal Information from or about prospective Brand Stylists or customers, it is your responsibility to maintain its security. You should shred or irreversibly delete the Personal Information of others once you no longer need it. Personal Information is information that identifies, or permits you to contact, an individual. It includes a customer’s, potential customers, Brand Stylists and prospective Brand Stylists’ name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.

30. Bonus Buying. Bonus buying is strictly prohibited. Bonus buying is the purchase of merchandise for any reason other than bona fide resale or use, or any mechanism or artifice to qualify for rank advancement or

maintenance, incentives, prizes, commissions or bonuses that are not driven by bona fide product purchases by end user consumers for actual use.

31. Limitations on Household Businesses. Brand Stylists may own, operate, control, or have an interest in, only one Agnes & Dora business, and there may be only one Agnes & Dora business in a household. A “household” is defined as spouses or couples, and dependent children of one or both spouses or couples, living in the same home of the spouses or member of the couple, as well as dependent children of either spouse or member of the couple, while attending school away from home.

32. Actions of Third-Parties. If a third party acting on behalf of, or with the active or passive assistance or knowledge of a Brand Stylist engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the Brand Stylist. “Knowledge” of misconduct is not limited to actual knowledge. If a Brand Stylist engages in acts or omissions that the Brand Stylist knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Brand Stylist, the Brand Stylist shall be deemed to have knowledge of the violation.

33. Tampering With Product Packaging. Agnes & Dora products must be sold in their original packaging. Brand Stylists shall not alter the original packaging or labeling.

34. Negative Comments. Complaints and concerns about Agnes & Dora should be directed to the customer Service Department. Brand Stylists must not disparage, demean, or make negative remarks to third parties or other Brand Stylists about Agnes & Dora, its owners, officers, directors, management, other Agnes & Dora Brand Stylists, the Marketing and Compensation plan, or Agnes & Dora’s directors, officers, or employees. Disputes or disagreements be-

tween any Brand Stylist and Agnes & Dora shall be resolved through the dispute resolution process, and the Company and Brand Stylists agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum.

35. Sales Receipts. Brand Stylists must provide their retail customers that purchase merchandise directly from the Brand Stylist with **two copies** of an official Agnes & Dora sales receipt at the time of the sale and advise them of the three day right to rescind the transaction, which is set forth on the receipt. Brand Stylists must maintain all retail sales receipts for a period of two years and furnish them to Agnes & Dora at the Company's request. Sales receipts can be downloaded in PDF format your Agnes & Dora Back-Office. Retail customers who purchase from a Brand Stylist's replicated website need not be provided with a sales receipt as the receipt will automatically be sent by the Company.

36. Adjustment to Bonuses and Commissions. Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. If a product is returned to Agnes & Dora for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company. Unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commission is recovered, from the upline Brand Stylists who received bonuses and commissions on the sales of the refunded products. Likewise if it is the responsibility of a Brand Stylist to issue a refund to a customer, but Agnes & Dora issues the refund, the Company may deduct the amount refunded to the customer from the Brand Stylist's subsequent bonuses and commissions.

Agnes & Dora reserves the right to withhold or reduce any Brand Stylist's compensation as it deems necessary to comply with any garnishment or court order directing Agnes & Dora to retain, hold, or redirect such compensation to a third party.

37. Return of Merchandise and Sales Aids by Brand Stylists Upon Cancellation or Termination. Within 30 days from the cancellation or termination of a Brand Stylist's Agreement, the Brand Stylist may return products and Sales Tools that he or she personally purchased from Agnes & Dora within 12 months prior to the date of cancellation (the one-year limitation shall not apply to residents of Maryland, Massachusetts and Wyoming) so long as the goods are in currently marketable condition and are returned to the Company within 30 days from the date of the Brand Stylist's cancellation or termination. Upon the Company's timely receipt of returned goods and confirmation that they are in currently marketable condition, the Brand Stylist will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item.

38. Montana Residents: A Montana resident may cancel his or her Brand Stylist Agreement within 15 days from the date on which this application is submitted and may return his or her sales kit within such time and is entitled to a full refund for the sales kit and for any other consideration he/she paid within such time period to participate in the program.

39. Louisiana, Massachusetts and Wyoming Residents: If you cancel your Brand

Stylist Agreement, upon receipt of your written request, Agnes & Dora will refund 90% of the costs you have incurred to participate in the program during the current year.

40. Satisfaction Promise. If you're not completely happy with your Agnes & Dora purchase, you may return your item(s) within 30 days from the purchase date for an exchange or credit (shipping fees are not included). The postmark on the return package must be within 30 days from the date of purchase. If Agnes & Dora is notified within 30 days from the date of purchase that merchandise was defective or damaged, Agnes & Dora will credit shipping fees as well so long as the merchandise is returned (post-marked) within 10 days from the date on which the Company is notified of the damaged merchandise. This satisfaction promise is not applicable to sale items, display items and business supplies and starter kits. NOTE – THIS SATISFACTION PROMISE APPLIES ONLY TO PRODUCTS PURCHASED DIRECTLY FROM AGNES & DORA OR AN INDEPENDENT AGNES & DORA. IT DOES NOT APPLY TO PRODUCTS PURCHASED ON EBAY, AMAZON, OR OTHER SOURCE.

41. Other Cancellation Rights. Customers, Preferred Customers and newly enrolled Associates have three business days within which to cancel their initial purchase and obtain a full refund. Residents of Alaska have five business days and residents of North Dakota age 65 and over have 15 days to cancel and receive a full refund. An explanation of these rights is explained on the sales receipt.

42. Disciplinary Sanctions. Violation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Brand Stylist that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of the Brand Stylist's Agnes & Dora business, and/or any

other disciplinary measure that Agnes & Dora deems appropriate to address the misconduct. In situations deemed appropriate by Agnes & Dora, the Company may institute legal proceedings for monetary and/or equitable relief.

43. Indemnification. Brand Stylists agree to indemnify Agnes & Dora for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that Agnes & Dora incurs resulting from or relating to any act or omission by Brand Stylist that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Agnes & Dora may elect to exercise its indemnification rights through withholding any compensation due the Brand Stylist. This right of setoff shall not constitute Agnes & Dora's exclusive means of recovering or collecting funds due Agnes & Dora pursuant to its right to indemnification.

44. Effect of Cancellation. A Brand Stylist whose business is cancelled for any reason will lose all Brand Stylist rights, benefits and privileges. This includes the right to represent yourself as an Independent Agnes & Dora Brand Stylist, to sell Agnes & Dora products and services and the right to receive commissions, bonuses, or other income resulting from her own sales and the sales and other activities of the Brand Stylist and the Brand Stylist's former downline sales organization. There is no whole or partial refund for tangible sales kits that are not currently marketable, Brand Stylist Back-Office, replicated website or renewal fees if a Brand Stylist's business is cancelled.

45. Voluntary Cancellation. A participant in this network-marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or by cancelling her business through the Brand Stylist Back-Office. The written notice must include the Brand Stylist's sig-

nature, printed name, address, and Brand Stylist I.D. Number. A Brand Stylist may also voluntarily cancel her Agnes & Dora business by failing to renew the Agreement on its annual anniversary date or by withdrawing consent to contract electronically.

46. Cancellation for Inactivity. If a Brand Stylist fails to generate at least 1,200 PS in each rolling 12-month period, her Brand Stylist Agreement and Agnes & Dora business will be cancelled for inactivity. The buyer shall then be classified as a retail customer.

47. Business Transfers. Brand Stylists in good standing who wish to sell or transfer their business must receive Agnes & Dora's prior written approval before the business may be transferred. Requests to transfer a business must be submitted in writing to the Compliance Department at <https://support.agnesanddora.com>. It is within Agnes & Dora's discretion whether to allow a business sale or transfer, but such authorization shall not be unreasonably withheld. However, no business that is on disciplinary probation, suspension, or under disciplinary investigation may be transferred unless and until the disciplinary matter is resolved. Prior to transferring a business to a third party, the Brand Stylist must offer Agnes & Dora the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten days to exercise its right of first refusal.

48. Transfer Upon a Brand Stylist's Death. A Brand Stylist may devise her business to her heirs. Because Agnes & Dora cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.), and Agnes & Dora will transfer the business and issue commissions to the business entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide Agnes & Dora with certi-

fied letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company an Agnes & Dora Brand Stylist Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled.

49. Business Distribution Upon Divorce. Agnes & Dora is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. Agnes & Dora will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the Agnes & Dora business must also execute and submit an Agnes & Dora Brand Stylist Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

50. Dissolution of a Business Entity. Agnes & Dora is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in the event that a business entity that operates an Agnes & Dora business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The Agnes & Dora business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. If the business entity wishes to sell or transfer its Agnes & Dora business, it must do so pursuant to policy 47. In addition, the recipient of the Agnes & Dora business must also execute and submit an

Agnes & Dora Brand Stylist Agreement to the Company within 30 days from the date of the dissolution of the business entity or the Agnes & Dora business will be cancelled.

51. Inducing Brand Stylists to Violate the Agreement. Brand Stylists shall not directly or indirectly induce, encourage, or assist another Brand Stylist to violate the Agreement.

52. Reporting Errors. If a Brand Stylist believes that Agnes & Dora has made an error in her compensation, the structure or organization of her genealogy, or any other error that impacts the Brand Stylist's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While Agnes & Dora shall use its best efforts to correct errors reported more than 60 days after the date of the error, Agnes & Dora shall not be responsible to make changes or remunerate Brand Stylists for losses for mistakes that are reported more than 60 days after the mistake occurs.

53. International Activities. Brand Stylists may not sell Agnes & Dora products or conduct business activities of any nature in any foreign country that the Company has not announced is officially open for business.