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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY

STATE OF UTAH

LLR, Inc.,

Plaintiff,

v.

Piphany, LLC d/b/a Piphany; Madison
Parkinson; Samuel Schultz,

Defendants.

COMPLAINT

Case No. _____

Judge _____

Tier III

(JURY REQUESTED)

Plaintiff, LLR, Inc. ("LLR") hereby complains of and against Piphany, LLC d/b/a Piphany ("Piphany"), Madison Parkinson ("Parkinson"), and Samuel Schultz ("Schultz"), (collectively "Defendants"), and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. LLR, Inc. is a Wyoming corporation, with its principal place of business located in Riverside County, State of California.

2. Piphany is a Utah limited liability company, with its principal place of business located in Salt Lake City, Utah.

3. Madison Parkinson (“Parkinson”) formerly was a LLR retailer and is currently a Piphany retailer. Parkinson is a resident of Cache County, Utah.

4. Samuel Schultz (“Schultz”) formerly was a LLR employee and retailer, and is currently a Piphany retailer or employee. Schultz is a resident of Riverside County, California.

5. The Court has jurisdiction over this matter pursuant Utah Code Ann. 78A-5-102.

6. Venue lies in this district pursuant to Utah Code Ann. § 78B-3-307.

GENERAL ALLEGATIONS

What is LuLaRoe?

7. LLR, popularly known as LuLaRoe, is a successful direct-sales fashion company, started in 2013, that sells clothing through a network of “Independent Fashion Consultants” (“Consultants”), who in turn sell clothing to consumers through home parties, pop-up stores, and social media. Since its founding, LLR has experienced tremendous growth, expanding its network of Consultants to all 50 states and certain military bases abroad.

8. Individuals that join LLR as an Consultant generally earn income in two ways: first, Consultants purchase LuLaRoe-branded clothing from LLR at a wholesale price (the “Inventory”) and then resell the Inventory to consumers with a retail markup; second, Consultants recruit and sponsor other individuals to join LLR as Consultants, effectively creating their own sales team (the “Downline”), and thereby earning income when their respective “downline” sells Inventory to consumers. (Policies & Procedures at § 3.21, attached hereto as Exhibit A.)

9. In order to become a Consultant, an individual must, among other things: (i) sign an Independent Fashion Consultant Agreement (the “Agreement”), examples of which are attached hereto as exhibits B and C; (ii) review and agree to adhere to LLR’s policies and procedures, as amended from time to time (“Policies & Procedures”); and (iii) purchase an initial inventory of LLR products as specified by LLR.

10. LLR earns money when an individual joins LLR as a Consultant and when a Consultant purchases Inventory from LLR.

LLR’s Leadership Bonus Plan

11. Once an individual becomes a Consultant, they can participate in LLR’s Leadership Bonus Plan, which is another way to make money as a Consultant. (Policies & Procedures at § 3.21.) The Leadership Bonus Plan is intended to incentivize Consultants to perform at a high level and reward those Consultants that have a track-record of successful sales and recruitment of other Consultants.

12. To be eligible to participate in the Leadership Bonus Plan, a Consultant must first complete 10 pop-up boutiques and generate a minimum of \$10,000 in retail sales (the “Initial Requirement”). Once a Consultant has satisfied the Initial Requirement, the Consultant must sponsor¹ at least one other Consultant to join their Downline.

13. Once eligible, the Consultant can try to attain four different leadership ranks; each rank has different criteria and offers a different bonus amount. The leadership ranks, from least difficult to attain to most difficult, are: (1) Sponsor; (2) Trainer; (3) Coach; and (4) Mentor (the “Leadership Rank”). Each Leadership Rank has different requirements.

¹ A Consultant “sponsors” another person by causing the person to sign up with LLR as a Consultant. (See Policies & Procedures at § 3.17.)

14. In 2018, of all Consultants, approximately only 8% had attained a Leadership Rank (the “Most Productive Consultants”). The Most Productive Consultants are the best performing Consultants and make LLR the most profit. In addition to their profitability, the Most Productive Consultants are important to LLR’s success and brand name. Among other things, they are leaders and provide training and guidance to their sales teams, they provide feedback to LLR regarding among other things product quality, operational issues, and recruitment, they identify trends in the marketplace and help LLR stay ahead of the curve, and they promote LLR’s business, brand, and culture. Because the Most Productive Consultants are so important to LLR’s success, LLR makes a significant investment to help Consultants attain a Leadership Rank, and to retain a Consultant once they attain a Leadership Rank.

15. Consultants generally are critical to LLR’s business and profitability. Consultants interact directly with LLR’s customers and drive sales for LuLaRoe-branded clothing. Thus, recruiting, training, and retaining Consultants are key to LLR’s success in the marketplace. If a Consultant ends their contractual relationship with LLR and persuades their Downline to leave as well, LLR not only loses the profits it would have earned from selling Inventory to the Consultant, but also the potential profits LLR would have earned from the Consultant’s Downline.

16. LLR has made significant financial investments for the benefit of Consultants. LLR provides Consultants extensive live training events. LLR, at a significant expense, has developed an online/remote training program that includes online webinars, a telephone hotline to answer Consultant questions, and a “Back Office” webpage that allows Consultants to communicate with LLR and help manage their respective operations. LLR has also spent

significant sums to develop software and programs that provide technical and operational tools to all Consultants, including an inventory tracking system and tax management system.

LLR has trade secrets it protects

17. The identities, contact information, status as having attained a Leadership Rank, and level of Leadership Rank attained by Consultants (“Protected Leadership Information”) is a trade secret that belongs exclusively to LLR.

18. Through their password-protected Back Office webpage, a Consultant can only see the Leadership Rank attained by other Consultants *in their own* Downline, but cannot view the Leadership Rank of any other Consultant.

19. Downline reports, also known as a Consultant’s genealogy, is a report of all Consultants in a particular downline or upline (“Downline Reports”), and is a trade secret that belongs exclusively to LLR.

20. Downline Reports are kept in a secured database requiring a password, and LLR limits access to only authorized personnel who need such information to perform their LLR business. A Consultant’s own Downline Report is only accessible to the Consultant through their password-protected Back Office webpage. Even then, a Consultant can see only their own Downline and no others.

21. In addition to protecting its trade secrets with passwords and limiting access to authorized individuals, LLR also requires all Consultants to sign a confidentiality agreement whereby they agree that the Protected Leadership Information and Downline Reports are confidential and a trade secret.

Consultants must agree to confidentiality provisions

22. Consultants agree to keep the Downline Reports, Downline information, and the Protected Leadership Information strictly confidential. LLR protects and keeps confidential a Consultant's Downline information and Leadership Rank because it derives independent economic value, both actual and potential, from not being generally known or readily ascertainable by LLR's competitors.

23. Consultants agree to a number of confidentiality provisions, which are contained in the Agreement signed by the Consultant as well as the Policies & Procedures, which the Consultants agree are specifically incorporated into the Agreement.

24. Section 7 of the Agreement provides that "[i]f th[e] Agreement is terminated for any reason, Consultant shall not . . . use any intellectual property, including, without limitation, trademarks, styles, or names of LuLaRoe ('Intellectual Property') or any Confidential Information of LuLaRoe." Moreover, the "obligation of a [Consultant] to not disclose any Confidential Information shall survive cancellation or termination of the Agreement"

25. In addition, the Consultants have expressly agreed in their Agreements that:

Section 8: Consultants 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 LuLaRoe 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 or Intellectual Property, or of any feature, specification, detail or other characteristic contained in or derived from, the Confidential Information or Intellectual Property, except for purposes of performing services hereunder.

Section 8: The parties each acknowledge that the Confidential Information constitutes trade secrets of LulaRoe within the meaning of and pursuant to the Uniform Trade Secrets Act contained set forth at California Civil Code

§ 3426, et seq., and specifically, without limitation, California Civil Code § 3426.1. The parties further acknowledge that this Agreement constitutes reasonable efforts of LulaRoe to protect and maintain the secrecy and confidentiality of the Confidential Information.

26. By signing the Agreement, Consultants have also agreed that, under Section 5.3 of the Policies & Procedures, that Confidential Information “includes, but is not limited to, Downline Genealogy Reports, the identities of LLR Independent Fashion Consultants, and contact information of LLR Independent Fashion Consultants.” Confidential Information “is, or may be available, to Independent Fashion Consultants in their respective back-offices,” but any access is “password protected, is confidential, and constitutes proprietary information and business trade secrets belonging to LLR.” (Policies & Procedures at § 5.3.) Further, “[s]uch Confidential Information is provided to Independent Fashion Consultants in strictest confidence and is made available to Independent Fashion Consultants for the sole purpose of assisting [them] with their respective Marketing Organizations in the development of their LLR business.” (*Id.*)

27. Consultants have also agreed that under Section 5.3 of the Policies and Procedures that in order to protect the Confidential Information, which includes the Protected Leadership Information, a Consultant should not “[d]irectly or indirectly disclose any Confidential Information to any third party,” or “[u]se any Confidential Information to compete with LLR or for any purpose other than promoting his or her LLR business.”

28. Consultants agree that the “obligation of an Independent Fashion Consultant to not disclose any Confidential Information shall survive cancellation or termination of the Agreement” (Policies & Procedures at § 5.3.)

Consultants promise not to solicit other LLR Consultants

29. In addition to confidentiality provisions, each Consultant has agreed also to non-solicitation provisions. The non-solicitation provisions are contained in the Agreement as well as the Policies & Procedures, which the Consultants agree are expressly incorporated into the Agreement.

30. The Consultants' obligation to non-solicit include as follows:

- Section 9: Consultant shall not, subject to the terms and conditions of this Agreement, directly or indirectly, contact, communicate with, solicit or conduct any business or enter into any transactions or associations of any economic value with any parties identified in, derived from, or obtained by reason of the Confidential Information, or otherwise identified or provided by LulaRoe, without the prior written permission of LulaRoe. Consultant shall not derive any economic benefit from any transaction between any parties identified in, derived from, or obtained by reason of the Confidential Information or otherwise identified or provided by LulaRoe and any third party, without the prior written consent of LulaRoe. Consultant shall not use any third party intermediaries or other devices to avoid or defeat the foregoing non-circumvention covenants.
- Section 10: Consultant shall not, subject to the terms and conditions of this Agreement pertaining to survival or otherwise, solicit or employ or engage any of LulaRoe's clients, customers, consultants, referral sources, employees, vendors, suppliers, associates, or independent contractors for a period of not less than three (3) years from the date of termination of this Agreement without the prior written consent of the Lu La Roe.

31. In section 5.2 of the Policies & Procedures the Consultant agrees that "[d]uring the term of th[e] Agreement, [he or she] may not contact directly or through a third party any other LLR Independent Fashion Consultant with the intent to recruit or solicit their participation in any other Network Marketing, Direct Sales or MLM Companies."

32. The Consultant also agrees that "[f]ollowing the cancellation of [the Fashion Consultant's] Agreement, and for a period of three (3) years thereafter, with the exception of an Independent Fashion Consultant who was personally sponsored by the former Independent Fashion Consultant, a former Independent Fashion Consultant may not recruit or solicit any LLR

Independent Fashion Consultant for another direct selling, MLM, or network marketing business.”

33. Between 2013 and present, LLR and its Consultants have enrolled tens of thousands of individuals as Consultants. Consultants have signed the Agreement, which incorporates the Policies & Procedures. Any Agreements that were previously signed by a Consultant for the benefit of LuLaRoe, LLC have been assigned by LuLaRoe, LLC to LLR.

Piphany is created and begins target LLR Consultants

34. Around February 2017, Honey and Lace, a Piphany LLC company, was rebranded and began operating under the name Piphany. Piphany is a direct-sales fashion company that (i) enrolls individuals to sell its branded products to consumers, and (ii) incentivizes enrolled individuals to recruit new individuals as part of their downline. Piphany is a direct competitor of LLR.

35. Around September 2017, Piphany publicly announced its rebranding. As part of the rebranding, Piphany announced new growth goals, new hires were allegedly brought on board, a new corporate Piphany brand was created, and the company headquarters moved to an office in Salt Lake City, Utah.

36. Starting in at least 2017, Piphany began soliciting and recruiting LLR Consultants, all of whom had signed the Agreement and agreed to its terms, as well as the terms of the Policies and Procedures.

37. At all relevant times herein, Piphany knew or should have known that LLR Consultants agreed to and signed the Agreements with LLR, and that these Agreements contain confidentiality and non-solicitation provisions. Such provisions are very common in the industry in which LLR and Piphany operate.

Piphany solicits and recruits Samuel Schultz

38. Samuel Schultz (“Schultz”) was originally a LLR employee in LLR’s events and marketing department. Schultz’s employment was eventually terminated, and Schultz became a Consultant for LLR on or about December 16, 2016. Schultz signed the Agreement. (*See* Schultz Agreement, attached hereto as Exhibit B.)

39. While at LLR as an employee and Consultant, Schultz was provided access to Back Office, and learned LLR’s trade secrets and confidential information, which included Protected Leadership Information and Downline information.

40. Schultz’s Consultant Agreement with LLR was terminated on or about January 26, 2017, after which Schultz became very hostile towards LLR.

41. Sometime after being terminated from LLR, Schultz began working with Piphany as either an employee or a retailer. Schultz was induced and instructed by Piphany to target LLR’s Most Productive Consultants. Schultz also disclosed LLR’s trade secrets to Piphany, including the Protected Leadership Information.

42. Beginning in January 2018, but possibly prior to that, Schultz and Piphany used LLR’s trade secrets and began targeting other LLR Consultants, particularly the Most Productive Consultants, to join Piphany and terminate their Agreement with LLR.

Piphany solicits and recruits Madison Parkinson

43. Madison Parkinson (“Parkinson”) became a LLR Consultant on or about June 5, 2014, by signing the Agreement. (See Parkinson Agreement, attached hereto as Exhibit C.) While at LLR, as an employee and Consultant, Parkinson was provided access to Back Office, and learned LLR’s trade secrets, which included Protected Leadership Information and Downline information.

44. During her time at LLR, Parkinson attained a Leadership Rank.

45. While still a Consultant at LLR, Parkinson was solicited by Piphany and Schultz to join Piphany. In addition, Parkinson met with Piphany, possibly on multiple occasions, during which Piphany recruited Parkinson and encouraged, induced, and incentivized Parkinson to solicit other successful LLR Consultants, which solicitation violated her Agreement.

Defendants target LLR’s Most Productive Consultants

46. In June 2018, *while still a Consultant and still privy to LLR’s trade secrets*, Parkinson began actively soliciting Consultants, especially LLR’s Most Productive Consultants. Among many others, Parkinson solicited Ashley Joseph, Amy Juhasz, Ashlee Parry, Bethany Corder, Courtney Woffinden, Katie Furguson, and Kelly Judd. Parkinson solicited numerous other Consultants while she herself was still a Consultant at LLR.

47. Parkinson waited to terminate her LLR Agreement on July 25, 2018.

48. None of the Consultants solicited by Schultz or Parkinson were sponsored by them at LLR.

49. Since June 2018, Defendants, individually and in concert with others, have continued to use LLR’s trade secrets and Downline information to target LLR’s Consultants.

50. Since June 2018, Defendants, individually and in concert with others, have encouraged their initial recruits from LLR (the “Piphany Recruits”) to use LLR’s trade secrets to solicit yet more Consultants.

51. As a result of Defendants’ conduct numerous Consultants have ended their contractual relationship with LLR and joined Piphany. These Consultants are primarily those that had attained a Leadership Rank at LLR, and were therefore in a much better position to solicit and recruit other Consultants because they are leaders.

52. In fact, although only 11 percent of LLR Consultants have attained a Leadership Rank, approximately 70 percent of the Consultants recruited by Piphany had attained a Leadership Rank.

Defendants have harmed LLR

53. As a result of Piphany’s illegal conduct, LLR’s existing and potential economic relations have been disrupted and numerous Consultants have ended their relationship with LLR, including Madison Parkinson, Aimee Frances, Aubrey Frei, Jessica Nylen, Emily Nicole, Amber Cuomo, Cheryl Russo, Jeni Betts, Ashley Spangler, Deanne Munson, Audra Powell, Lynn Gorby, Angela Dorris, Jacqueline Barr, Lisa McCoy, Jennifer Sprite, Natalya Peet, Allison Rosinski, Brianee Casey, Christy Casimiro, Autumn Rodrigues, Erica Cheatum, Deanna Munson, Michelle Smith, Nalani Pavlina, Amos Trombetto, Ellie Livingston, Amanda Montambo, Tiffany VanMeter, Jessica Montgomery, Rachel Janke, and Emily Monsma.

54. As a result of Piphany's illegal conduct, LLR has suffered and continues to suffer a loss of profits, including all potential profits it would have earned had the Piphany Recruits remained at LLR and continued to grow their downlines. Piphany has gained and will continue to gain significant profits from the Piphany Recruits, which is at least greater than \$300,000.00.

55. Piphany has also misappropriated, and continues to misappropriate, LLR's trade secrets, including, LLR's Protected Leadership Information and Downline information.

56. Piphany has used LLR's trade secrets to solicit and recruit LLR's Most Productive Consultants.

Piphany has filed a demand for arbitration against Parkinson

57. On August 17, 2018, LLR filed a Demand for Arbitration against Parkinson.

58. Section 6.4 of the Policies & Procedures requires that LLR and Parkinson arbitrate any controversy arising out of the Agreement. Later in the same section, however, the Policies & Procedures state: "[n]otwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction . . . a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect its intellectual property rights and/or to enforce its rights under the non-solicitation provision of the Agreement."

59. LLR seeks a temporary and preliminary injunction against Parkinson, until such time that the Court enters a permanent injunction.

FIRST CAUSE OF ACTION
(Intentional Interference with Economic Relations against Piphany)

60. LLR hereby realleges and incorporates by reference each of the preceding paragraphs of this complaint.

61. Piphany intentionally interfered and is continuing to intentionally interfere with LLR's existing and prospective economic relationships with Consultants.

62. Piphany uses and is using improper means to interfere with LLR's existing and prospective economic relations, including by inducing, encouraging, and incentivizing Consultants, including the Piphany Recruits (*e.g.*, Shultz and Parkinson), to breach their binding Agreements with LLR and solicit LLR's Consultants.

63. Piphany's interference caused and is causing irreparable harm to LLR.

64. LLR is entitled to a permanent injunction prohibiting Piphany, and anyone acting on behalf of, in concert with, or in support of Piphany, from interfering with, terminating, or diminishing any of LLR's existing or prospective economic relations with its Consultants.

SECOND CAUSE OF ACTION
(Misappropriation of Trade Secrets against Piphany)

65. LLR hereby realleges and incorporates by reference each of the preceding paragraphs of this complaint.

66. The Downline Reports, Downline information, and the Protected Leadership Information are the subject of efforts by LLR that are reasonable under the circumstances to maintain their secrecy, including confidentiality provisions, restricting access to it, and imposing restrictions on its use.

67. The Downline Reports, Downline information, and the Protected Leadership Information derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

68. Downline Reports and Downline information are a trade secret.

69. The Protected Leadership Information is a trade secret.
70. LLR has made a significant time and financial investment to develop the LLR Leadership Ranks and to have the Protected Leadership Information.
71. Piphany has misappropriated LLR's trade secrets.
72. LLR is entitled to injunctive relief under Utah Code § 13-24-3.
73. LLR is entitled also to damages for unjust enrichment, reasonable royalties, and exemplary damages, including double damages, as provided by Utah Code § 13-24-4.

THIRD CAUSE OF ACTION
(Violation of the Unfair Competition Act against Piphany)

74. LLR hereby realleges and incorporates by reference each of the preceding paragraphs of this complaint.
75. LLR's trade secrets, as described herein, are intellectual property.
76. Piphany's intentional, unlawful, and unfair conduct led to a material diminution in the value of LLR's intellectual property.
77. Piphany intentionally engaged in predatory hiring practices.
78. As a consequence of Piphany's actions, LLR was injured.
79. LLR is entitled to punitive damages in an amount to be determined at trial, as well as costs and attorneys' fees.
80. LLR is also entitled to a permanent injunction prohibiting Piphany from unfairly competing with LLR, or engaging in predatory hiring practices towards LLR.

FOURTH CAUSE OF ACTION
(Declaratory Judgment against Parkinson and Schultz)

81. LLR hereby alleges and incorporates by reference each of the preceding paragraphs of this complaint.

82. Pursuant to Utah Code Ann. § 78B-6-401, “[e]ach district court has the power to issue declaratory judgments determining rights, status, and other legal relations within its respective jurisdictions.”

83. LLR’s has signed the Agreement with Parkinson and Schultz (the “Individual Defendants”). The Agreement, signed by the Individual Defendants, includes restrictive covenants, such as confidentiality and non-solicitation provisions.

84. The Individual Defendants’ compliance with their obligations contained in their respective Agreements affects LLR’s rights.

85. There exists a justiciable controversy between LLR and the Individual Defendants, including whether the Individual Defendants (i) must refrain from soliciting any current or former LLR Consultant; and (ii) must refrain from disclosing, using, sharing, or retaining any of LLR’s trade secrets and confidential information.

86. LLR’s interests are adverse to that of the Individual Defendants.

87. LLR has a legally protectable interest in this controversy. LLR is the beneficiary of the restrictive covenants in the Agreements signed by the Individual Defendants.

88. This claim is ripe for judicial determination as there is an actual controversy between the LLR and the Individual Defendants.

89. LLR is entitled to an order declaring that the Agreements, including the Policies & Procedures, signed by the Individual Defendants is binding and restricts their conduct.

90. LLR is entitled to a permanent injunction prohibiting the Individual Defendants, for a period of 3 years commencing as of the date the order is granted, from (1) soliciting or helping anyone to solicit any current or former LLR Consultant to join Piphany or another competitor of LLR; (2) encouraging, incentivizing, and inducing any current LLR Consultant to terminate their Agreement with LLR; and (3) supporting in any way, method, or manner Piphany, or any other competitor of LLR, to solicit or recruit any current or former LLR Consultant.

JURY DEMAND

Pursuant to Rule 38 of the Utah Rules of Civil Procedure, LLR hereby demands a jury try all issues triable to a jury herein.

PRAYER FOR RELIEF

WHEREFORE, LLR prays for a judgment against Piphany as follows:

1. On its first cause of action for intentional interference with economic relations:

a. for injunctive relief for a period of three (3) years from the date of the order granting an injunction, prohibiting Piphany from soliciting, recruiting, or contracting with any person, including a business partly or wholly owned by an individual, that as of January 2017 had or currently has a contractual relationship with LLR;

b. for injunctive relief prohibiting Piphany, and anyone acting on behalf of, in concert with, or in support of Piphany, from interfering with, terminating, or diminishing any of LLR's existing or prospective economic relations with its Consultants.

2. On its second cause of action for misappropriation of trade secrets:
 - a. for injunctive relief against Defendants under Utah Code § 13-24-3;
 - b. for damages for unjust enrichment, reasonable royalties, and exemplary damages, including double damages, as provided by Utah Code § 13-24-4.
3. On its third cause of action for violation of the Unfair Competition Act:
 - a. for injunctive relief prohibiting Piphany from unfairly competing with LLR, or engaging in predatory hiring practices towards LLR;
 - b. for punitive damages in an amount to be determined at trial;
 - c. for costs and attorneys' fees as allowed by law.
4. On its fourth cause of action for Declaratory Judgment:
 - a. for an order declaring that the Agreements, including the Policies & Procedures, signed by the Individual Defendants are binding and restrict their conduct;
 - b. for injunctive relief prohibiting the Individual Defendants, for a period of 3 years commencing as of the date the order is granted, from (1) soliciting or helping anyone to solicit any current or former LLR Consultant to join Piphany or another competitor of LLR; (2) encouraging, incentivizing, and inducing any current LLR Consultant to terminate their Agreement with LLR; and (3) supporting in any way, method, or manner Piphany, or any other competitor of LLR, to solicit or recruit any current or former LLR Consultant.

5. For any additional relief the court deems reasonable and just.

DATED this 30th day of August, 2018.

/s/ Mark O. Morris

Mark O. Morris

Zaven A. Sargsian

Attorneys for Plaintiff LLR, Inc.

Plaintiff's Address:

26023 Acero, Suite 100
Mission Viejo, CA 92691

EXHIBIT A



Policies and Procedures

Contents

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Section 1 – Purpose of Policies and Procedures

LLR INC. has developed the following guidelines, policies and procedures to provide the following benefits:

1. Establish Company policy and define the contractual relationship between the Company and its Independent Fashion Consultants.
2. Help each Independent Fashion Consultant understand how to develop and promote their own business in an ethical, safe, effective environment.
3. Provide an equal opportunity for all Independent Fashion Consultants to build a successful business.

1.1 Policies and Procedures incorporated into Independent Fashion Consultant Agreement

These Policies and Procedures, in their present form and as amended from time to time at the sole discretion of LLR INC. (“LLR or the Company”) are incorporated into and form an integral part of, The LLR Independent Fashion Consultant Agreement. Throughout these Policies and Procedures, when the term “Agreement” is used, it collectively refers to the LLR Independent Fashion Consultant Agreement, these Policies and Procedures, and the LLR Leadership Bonus Plan. These Policies and Procedures and the Leadership Bonus Plan are incorporated by reference into the Independent Fashion Consultant Agreement. It is the responsibility of each Independent Fashion Consultant to read, understand, and adhere to these Policies and Procedures as they are now and as they may be revised. It is the Independent Fashion Consultant’s responsibility to be aware of the most current version of these documents.

1.2 Purpose of Policies

LLR is a direct sales company that markets its products through Independent Fashion Consultants. It is important that each Independent Fashion Consultant understands that their opportunity for success can be affected by the actions and integrity of all Independent Fashion Consultants and that each Independent Fashion Consultant is required to comply with all of the terms and conditions set forth in this document as well as all federal, state, and local laws governing the operation of their business. As it is not possible in this document to anticipate and address every possible situation that might arise each Independent Fashion Consultant agrees to always conduct their actions with honesty, integrity and a concern for the best interest of their customers, their fellow Independent Fashion Consultants, and the Company.

1.3 Changes to the Agreement

Because federal, state and local laws as well as the business environment may change from time to time LLR reserves the right to amend the Agreement and to adjust pricing and product offering at its sole and absolute discretion. Amendments shall be effective thirty (30) days after

publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The Company shall notify Independent Fashion Consultants of any such amendments by any of the following: Posting on the official Company web site, e-mail, conference calls, Company-sanctioned public meetings, or special mailings. Once notified an independent Fashion Consultant may accept or reject any amendments. If they elect to reject them, their Agreement will be cancelled and they will no longer be eligible to receive commission or bonus payments or to purchase LLR products directly from the Company. If after notice of amendments an independent Fashion Consultant continues to purchase or sell Company products, accept commission or bonus payments, or enroll new Independent Fashion Consultants, such actions shall be deemed acceptance of any amendments.

1.4 Severability

If any provision of the Agreement, in its current form, or as may be amended, is found to be invalid or unenforceable by any court for any reason, only the invalid portion of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be interpreted as if such invalid or unenforceable provision never comprised a part of the Agreement.

1.5 Waiver

The Company never relinquishes its right to insist on strict compliance with the Agreement. Failure of LLR to exercise any right or power under the Agreement, or to insist upon strict compliance of any portion of the Agreement shall not constitute a waiver of its right at any time to insist on such compliance. Waiver of LLR's rights can be effected only in writing by one or more Company executives. LLR's waiver of any particular breach shall not impair or affect its rights in regard to any subsequent breach, nor shall it affect in any way its rights or obligations in relation to any breach by other Independent Fashion Consultants. The existence of any claim or cause of action of an independent Fashion Consultant against LLR shall not constitute a defense to LLR's enforcement of any term or provision of the Agreement.

Section 2 – Becoming an Independent Fashion Consultant

2.1 Requirements to become an Independent Fashion Consultant

An individual or a business entity may become a LLR Independent Fashion Consultant by complying with the following:

1. Be a minimum of Eighteen years of age;
2. Have a valid Social Security or Federal Tax ID number;

3. Submit a properly executed LLR Independent Fashion Consultant Agreement;
4. Read and agree to adhere to LLR Policies and Procedures; and
5. Purchase an initial inventory of LLR products as specified in the LLR Fashion Independent Fashion Consultant Business Overview.

LLR reserves the right to accept or reject any Independent Fashion Consultant Agreement for any reason or for no reason.

Married couples, domestic partnerships, or common-law couples (collectively referred to herein as “spouses”) who wish to become LLR Independent Fashion Consultants must be jointly sponsored as one LLR business. Spouses, regardless of whether one or both are signatories to the Independent Fashion Consultant Agreement, may not own or operate any other LLR business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another LLR business in any form.

2.2 Independent Fashion Consultant Benefits

Once an Independent Fashion Consultant Application and Agreement has been accepted by LLR, the benefits of the Leadership Bonus Plan and the Agreement are available to the new Independent Fashion Consultant. These benefits include the right to:

1. Purchase LLR products for resale to customers;
2. Participate in the LLR Leadership Bonus Plan (receive bonuses, if eligible);
3. Sponsor others as Independent Fashion Consultants and thereby build a Sales Team;
4. Receive periodic LLR literature and other LLR communications;
5. Participate in LLR-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges if applicable; and
6. Participate in promotional and incentive contests and programs sponsored by LLR for its Independent Fashion Consultants.

2.3 Ethical Requirements

Each Independent Fashion Consultant agrees to adhere to the following:

1. Conduct themselves and their business operations in a legal, moral, honest and ethical manner at all times.

2. Avoid actions that could result in conflict with other Independent Fashion Consultants or customers.
3. Honestly present the product and income opportunities.
4. Speak well of LLR, other LLR Independent Fashion Consultants and our competitors.
5. Focus on building business through relationship building and superior customer service.
6. Abide by product guaranty and return policies.
7. Follow incentive guidelines for your party Hostesses.
8. Conduct your business in such a way that strengthens the LLR brand and improves the opportunity for all Independent Fashion Consultants.

2.4 Term and Renewal of the Agreement

The term of the Agreement is one year from the date of its acceptance by LLR (subject to prior termination as provided herein). The Agreement shall thereafter automatically renew for successive one year terms unless either party, at least 30 days prior to the annual renewal date, notifies the other party in writing that it does not wish to renew the Agreement.

2.5 Business Entities

A Corporation, Limited Liability Company, Partnership or Trust may apply to be a LLR Independent Fashion Consultant by submitting a copy of its organizational documents to LLR along with a properly executed Independent Fashion Consultant Agreement, a properly completed Business Entity Registration Form, and a properly completed IRS Form W-9. The Agreement must be signed by all shareholders, members, partners, trustees or owners or there must be a legally executed Power of Attorney designating an individual authorized to act in behalf of the business entity. The business entity and its shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to LLR, compliance with the Agreement, and all other obligations to LLR.

An Independent Fashion Consultant who enrolled under his or her own name may change status to a business entity by complying with the requirements of the above paragraph. If a business entity is dissolved this Agreement shall be considered canceled and null and void and no individual member of the prior entity shall have any claim to any downline organization or any other Independent Fashion Consultant rights conferred by this agreement to the business entity.

2.6 Independent Contractor Status

Independent Fashion Consultants are independent contractors, not employees of the Company. Independent Fashion Consultants are not purchasing a Franchise or Business Opportunity. The Agreement between LLR and its Independent Fashion Consultants does not create an employer/employee relationship, agency, partnership or joint venture between the Independent Fashion Consultant and the Company. An Independent Fashion Consultant shall not be treated as an employee for federal, state or local tax purposes. Each Independent Fashion Consultant is responsible for paying all applicable local, state and federal taxes due from all income earned as an Independent Fashion Consultant of the Company as well as any sales tax, business license or any other taxes or fees required by any governing agency which has a lawful right to levy such taxes or fees. LLR will provide its best efforts to maintain services and systems to assist in the collecting and remitting of sales taxes on behalf of each Independent Fashion Consultant. Independent Fashion Consultants have no authority (expressed or implied) to bind the Company to any obligation. Each Independent Fashion Consultant shall establish his or her own goals, inventory levels, working hours and methods of sale, so long as he or she complies with the terms of the Agreement and all applicable laws.

Section 3 – Operating your business

3.1 Sales Policy

LLR is a Home Party based business. All sales should be done through hosted home parties or person to person from the Independent Fashion Consultant to the consumer. One-time boutiques or trade shows may be allowed with written permission from LLR. In the case of multiple Independent Fashion Consultants wanting to participate in the same show every effort shall be made by the Independent Fashion Consultants to work together and share the costs and benefits of the show. Independent Fashion Consultants who have worked a particular show or boutique in the past will be given preference in rebooking that event. Commerce websites, retail stores, or selling wholesale to third parties is not allowed. Selling to contacts made through social media such as Facebook, Twitter, Instagram, Pinterest etc. is allowed, however your presence in those media must be in compliance with the Agreement (including these Policies and Procedures) and the LLR Branding Guidelines.

Independent Fashion Consultants agree that maintaining the perceived value of LLR products in the marketplace as well as providing as level a playing field as possible is beneficial for all Independent Fashion Consultants. LLR has established suggested retail prices in an effort to maintain the value of LLR products in the marketplace as well as to provide the opportunity for healthy retail profits for all Independent Fashion Consultants. Selling LLR products at less than the suggested retail prices does damage to both of these goals. While an Independent Fashion Consultant may sell LLR products at any price she chooses, in order to protect the value of the LLR brand and to protect the retail opportunity for all Independent Fashion Consultants, the

Company encourages all Independent Fashion Consultants to adhere to the pricing structure that it has established. Further, where advertising by Independent Fashion Consultants is permitted (see Sections 3.5 and 3.12.11 below), Independent Fashion Consultants agree that they will not advertise LLR products at prices less than the suggested retail prices as established by LLR and published in official LLR materials.

3.2 Commercial Outlets, Swap Meets, Flea Markets, etc.

Independent Fashion Consultants may not sell LLR products from a commercial outlet, nor may Independent Fashion Consultants display or sell LLR products in any retail or service establishment. An Independent Fashion Consultant may display approved LLR business cards and literature in a commercial outlet, provided that it clearly identifies the proprietor as an Independent Fashion Consultant who sells LuLaRoe products through their home-based business. Online auction and/or sales facilitation websites, including but not limited to eBay and Craig's List constitute Commercial Outlets, and may not be used to sell LLR products.

Independent Fashion Consultants may not sell LLR products at garage sales, swap meets, flea markets or other venues that might negatively impact the perceived value of the LLR brand.

3.3 Fundraising Policy

As a company, LLR encourages Independent Fashion Consultants to be good citizens and active in their communities. To this end, LLR may, at its discretion, participate with Independent Fashion Consultants who contribute to certain charitable organizations. LLR will support most fundraisers that Independent Fashion Consultants deem worthwhile if the proper steps are taken to notify LLR prior to the event. LLR maintains sole discretion as to which fundraisers will be approved. LLR's participation is defined by its Fundraising Policy, published separately and updated from time to time.

If you would like LLR to consider participating in your fundraiser, send a detailed email to Independent Fashion Consultant Support describing your fundraiser, the name of the business or foundation the funds are being raised for, and the date of the fundraiser. The Company will contact you to inform you of its decision regarding participation.

If the Company chooses to participate in your fundraiser, sell your products either at the fundraiser or at parties clearly promoting the charitable organization that you are raising funds for. **NOTE: Please follow any rules created by the organization regarding the use of their name and promoting/fundraising for them. LLR will not be held liable for any breaches in organizational policy. Note further that it is the individual Independent Fashion Consultant's responsibility to comply with any applicable state laws regarding cause-related marketing or charitable co-venturers.**

Once the fundraiser has finished, send a copy of the detailed inventory list showing what was sold and proof of your payments / contributions to the fundraiser to Independent Fashion

Consultant Support along with the name and address of the organization. **(Please note, LLR will not reimburse any Independent Fashion Consultant for payments already made. LLR will participate as specified in the Fundraising Policy.)**

LLR reserves the right to modify its participation at its sole discretion and to terminate or modify this matching program at any time.

3.4 Customer Notice of Rescission and Sales Receipts

Federal and state law requires that Independent Fashion Consultants notify their retail customers that they have three business days (5 business days for Alaska residents / 15 business days for North Dakota residents age 65 or older) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Saturday is a business day, Sundays and legal holidays are not business days. Independent Fashion Consultants **MUST** verbally inform their customers of this right.

All customer purchases must be processed through “Audrey,” the LLR order processing and point of sale purchase system. Among other things, this system insures that customers are provided with notice of their cancellation rights under state and federal laws. These notices, together with the customer’s sales receipt will be automatically emailed to the customer, based on the email address that the customer provides to the Independent Fashion Consultant at the time of sale.

When an Independent Fashion Consultant makes a sale to a retail customer who cancels or requests a refund within the applicable period, the Independent Fashion Consultant must promptly refund the customer's money as long as the products are returned to the Independent Fashion Consultant in substantially as good condition as when received. Independent Fashion Consultants must verbally inform customers of their right to rescind a purchase or an order within three business days (5 days for Alaska residents/15 business days for North Dakota residents age 65 or older). All retail customers are provided with an official LLR sales receipt at the time of the sale by email. The receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

3.5 Advertising

All Independent Fashion Consultants shall safeguard and promote the good reputation of LLR and its products. The marketing and promotion of LLR, the LLR opportunity, and LLR products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

When promoting the LLR products and/or the LLR opportunity, Independent Fashion Consultants must use the sales aids, business tools and support materials produced by LLR. The Company has carefully designed its promotional materials to ensure that both the products and opportunity are promoted in a fair and truthful manner, that they are substantiated, and that the materials comply with the legal requirements of federal and state laws.

Accordingly, Independent Fashion Consultants may only advertise or promote their LLR business using approved tools, templates or images acquired through LLR. No approval is necessary to use these approved tools. If an Independent Fashion Consultant wishes to design his or her own online or offline marketing materials of any kind, the proposed designs must be submitted to Independent Fashion Consultant Support who will coordinate approvals and consideration and inclusion in the template/image library. Unless the Independent Fashion Consultant receives specific written approval from LLR to use such tools, the request shall be deemed denied. Go to your Back Office for guidelines and to access the library.

LLR further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Independent Fashion Consultants waive all claims for damages or remuneration arising from or relating to such rescission.

3.6 Trademarks and Copyrights

The name “LuLaRoe” and other names as may be adopted by LLR are proprietary trade names, trademarks and service marks of LLR (collectively “marks”). As such, these marks are of great value to LLR and are supplied to Independent Fashion Consultants for their use only in an expressly authorized manner. LLR will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including LLR Independent Fashion Consultants, in any unauthorized manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Independent Fashion Consultants may not produce for sale or distribution any recorded Company events and speeches without written permission from LLR. Nor may Independent Fashion Consultants reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an Independent Fashion Consultant, you may use the LuLaRoe name in the following manner

Independent Fashion Consultant’s Name
LuLaRoe Independent Fashion Consultant

Example:
Alice Smith
LuLaRoe Independent Fashion Consultant

Except as specifically provided herein, Independent Fashion Consultants may not use the name “LuLaRoe” or “LLR” in any form in a team name, a tagline, an external website name, a personal website address or extension, in an e-mail address, as a personal name, or as a nickname. For example, an Independent Fashion Consultant may not secure the domain name www.buylularoe.com, nor may an Independent Fashion Consultant create an email address such as LuLaRoesales@hotmail.com. For permissible uses of the LuLaRoe name in email

addresses and social media names/aliases, see Section 3.12.4 below. Additionally, an Independent Fashion Consultant may only use the phrase *LuLaRoe Independent Fashion Consultant* in telephone greetings or on an answering machine to clearly separate the Independent Fashion Consultant's independent LLR business from LLR.

3.7 Unsolicited Emails

Independent Fashion Consultants agree that they will not send unsolicited emails regarding LLR products or the LLR opportunity unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by an Independent Fashion Consultant that promotes LLR, the LLR opportunity, or LLR products and services must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The email must include the Independent Fashion Consultant's physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If an Independent Fashion Consultant receives an opt-out request from a recipient of an email, the Independent Fashion Consultant must forward the opt-out request to the Company.

LLR may periodically send commercial emails on behalf of Independent Fashion Consultants. By entering into the Independent Fashion Consultant Agreement, Independent Fashion Consultant agrees that the Company may send such emails and that the Independent Fashion Consultant's physical and email addresses will be included in such emails as outlined above. Independent Fashion Consultants shall honor opt-out requests generated as a result of such emails sent by the Company.

3.8 Unsolicited Faxes

Independent Fashion Consultants may not send unsolicited faxes promoting the LLR products or the LLR opportunity. For purposes of this policy, an unsolicited fax is a fax transmission sent to any person without that person's express invitation or consent.

3.9 Telemarketing

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. Although LLR does not consider Independent Fashion Consultants to be “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, Independent Fashion Consultants must not engage in telemarketing in the operation of their LLR businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a LLR product or service, or to recruit them for the LLR opportunity. “Cold calls” made to prospective customers or Independent Fashion Consultants that promote either LLR’s products or services or the LLR opportunity constitute telemarketing and are prohibited.

Independent Fashion Consultants shall not use automatic telephone dialing systems or software relative to the operation of their LLR businesses. Independent Fashion Consultants shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the LLR products, services or opportunity.

3.10 Telephone and Online Directory Listings

An Independent Fashion Consultant may list herself or himself as a “LuLaRoe Independent Fashion Consultant” or “LLR Independent Fashion Consultant” in the white or yellow pages of the telephone directory, or with online directories, under her or his own name. Independent Fashion Consultants may not place telephone or online directory display ads using the LuLaRoe name or logo. Independent Fashion Consultants may not answer the telephone by saying “LuLaRoe,” “LuLaRoe Incorporated,” or in any other manner that would lead the caller to believe that he or she has reached corporate offices of LLR. If an Independent Fashion Consultant wishes to post his or her name in a telephone or online directory, it must be listed in the following format:

Independent Fashion Consultant's Name
LuLaRoe Independent Fashion Consultant

3.11 Television and Radio Advertising

Independent Fashion Consultants may not advertise on television or radio except with LLR’s express written permission.

3.12 Online Conduct

3.12.1 Independent Fashion Consultant Replicated Websites

Independent Fashion Consultants are provided with a replicated website by LLR, from which they can take orders, enroll new Independent Fashion Consultants, and manage their independent LLR businesses. Independent Fashion Consultants may use only LLR replicated websites to promote their LLR business, and may not create their own websites to directly or indirectly promote LLR's products, services, or the LLR opportunity.

Independent Fashion Consultant Replicated Websites will include shopping carts through which their customers may place orders for LLR products. Independent Fashion Consultants will not be able to add their own inventory to the shopping cart.

Independent Fashion Consultants may not alter the content, branding, artwork, look, or feel of their Replicated Websites, and may not use their Replicated Websites to promote, market or sell non-LLR products, services or business opportunities. Specifically, an independent Fashion Consultant may not alter the look (placement, sizing etc.) or functionality of the following:

- The LLR Independent Fashion Consultant Logo
- The Independent Fashion Consultant's Name
- LLR Corporate Website Redirect Button
- Artwork, logos, or graphics
- Original text and content.

LLR reserves the right to receive analytics and information regarding the usage of your website.

The URL for all LLR Replicated websites will be www.lularoe<first name><last name>.com, for example www.lularoesallysmith.com. In the event two or more Independent Fashion Consultants have the same first and last names, additional identifiers will be added to distinguish between such Independent Fashion Consultants' Replicated Websites.

3.12.2 Independent Websites Not Permitted

Independent Fashion Consultants agree that their online promotion of the LLR products and opportunity shall be limited to use of the official LLR Replicated Websites, approved banner ads and links, and via social media as set forth herein. Independent Fashion Consultants agree that they may not create, develop, or publish independent websites to promote either the LLR products or the LLR opportunity.

3.12.3 Links and Banner Ads

Independent Fashion Consultants may place links or banner ads on independent websites that link to their LLR Replicated Websites. All such links and banner ads must be obtained from LLR. Approved links or banner ads may be downloaded from your Back-Office. When using links or banner ads to direct traffic to your Replicated Website, it must be evident from a combination of the link or banner ad and the surrounding context that the link or banner ad will be resolving

to your Replicated Website. Attempts to mislead web traffic into believing they are going to the LLR corporate site, when in fact they *land* at an Independent Fashion Consultant's site will not be allowed. The determination as to what is *misleading* or what constitutes a *reasonable reader* will be at LLR's sole discretion.

Banner ads and links may not be placed on websites that are not aligned with LLR's values or on websites for products that are competitive with LLR products. In no event may a LLR banner ad or link be placed on any website that:

- Is sexually explicit, obscene, or pornographic;
- Is 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, including any violent video game images;
- Is solicitous of any unlawful behavior;
- 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.

3.12.4 Domain Names, Email Addresses, and Online Aliases

Independent Fashion Consultants shall not use or register "LuLaRoe" or any of LLR's trademarks, product names, or any derivative thereof, for any Internet domain name. If an independent Fashion Consultant registers an Internet domain name (URL) that contains any of LLR's trademarks or a derivative thereof, the Independent Fashion Consultant agrees that she will immediately assign such registration to LLR upon demand and at no charge to LLR.

Additionally, an Independent Fashion Consultant cannot use or register any domain name that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume that the website accessible through the URL is the property of LLR.

Independent Fashion Consultants may register email addresses and social media names or aliases that include the LuLaRoe name only if the email address or social media name contains the term "lularoe" and is followed by the Independent Fashion Consultants first and last name, in that order. For example, an Independent Fashion Consultant named Sally Smith could register the email address lularoebysallysmith@gmail.com, but could not register lularoebysally@gmail.com. Similarly, she could set up her Facebook account under facebook.com/lularoebysallysmith, but not as facebook.com/lularoebysally.

3.12.5 Online Classifieds

Independent Fashion Consultants may not use online classifieds (including Craigslist) to list, sell or retail LLR products. Independent Fashion Consultants may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the LLR

business opportunity, provided LLR-approved templates/images are used. These templates will identify the Independent Fashion Consultant as a LLR Independent Fashion Consultant.

3.12.6 eBay, Online Auctions and Buy/Sell/Trade Pages

LLR's products and services may not be listed on eBay, online auctions, or buy/sell/trade pages, nor may Independent Fashion Consultants enlist or knowingly allow a third party to sell LLR products on eBay, online auctions, or buy/sell/trade pages.

3.12.7 Online Retailing

Independent Fashion Consultants may not list or sell LLR products on any online retail store or ecommerce site or platform (including an e-commerce site created or operated by an Independent Fashion Consultant) such as Amazon, Alibaba, eBay Stores, etc. Nor may an Independent Fashion Consultant enlist or knowingly allow a third party to sell LLR products on any online retail store or ecommerce site.

3.12.8 Spam Linking (Blog Spam)

Spam Linking related to the LLR opportunity or LLR products is prohibited. Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments that an Independent Fashion Consultant makes on blogs, forums, guest books etc. must be unique, informative and relevant.

3.12.9 Digital Media Submissions (YouTube, Facebook, Twitter, Pinterest, Instagram, etc.)

Independent Fashion Consultants may upload, submit or publish LLR-related video, audio or photo content that they develop and create so long as it aligns with LLR values, contributes to the LLR community greater good and is in compliance with LLR's Policies and Procedures. All submissions must clearly identify the submitter as a LLR Independent Fashion Consultant in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that the submitter is solely responsible for this content. Independent Fashion Consultants may not upload, submit or publish any content (video, audio, presentations or any computer files) received from LLR or captured at official LLR events or in buildings owned or operated by LLR without prior written permission.

3.12.10 Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to the sponsoring Independent Fashion Consultant's LLR Replicated Website. The display URL must also be to the sponsoring Independent Fashion Consultant's Replicated Website, and must not portray any URL that could lead the user to believe they are being directed to a LLR Corporate

site, or be inappropriate or misleading in any way.

3.12.11 Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should an Independent Fashion Consultant utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, Instagram, or Pinterest, the Independent Fashion Consultant agrees to each of the following:

- No product sales or enrollments may occur on any social media site.
- Independent Fashion Consultants may advertise or post prices on their social media pages, but agree that they will not post or advertise any price that is less than the suggested retail price for a product as set forth in the LLR Price Sheet.
- It is each Independent Fashion Consultant's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- Any social media site that is directly or indirectly operated or controlled by an Independent Fashion Consultant that is used to discuss or promote LLR's products or the LLR opportunity may not link to any website, social media site, or site of any other nature, other than the Independent Fashion Consultant's LLR Replicated Website or the LLR website.
- During the term of this Agreement as renewed and updated in accordance with the terms set forth herein, and for a period of 12 calendar months thereafter, an Independent Fashion Consultant may not use any social media site on which they discuss or promote, or have discussed or promoted, the LLR business or LLR's products to directly or indirectly solicit LLR Independent Fashion Consultants for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Independent Fashion Consultant shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other LLR Independent Fashion Consultants relating to the Independent Fashion Consultant's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 5.2 below.
- An Independent Fashion Consultant may post or "pin" photographs of LLR products on a social media site. Only photos that are provided by LLR and downloaded from the Independent Fashion Consultant's Back-Office may be used, or photos that meet the following specific standards of presentation:
 - Products must be presented on a mannequin, person or hanger and the photograph must be properly lit with an uncluttered background.
 - We reserve the right to approve / disapprove any posting of LLR product.
- If an Independent Fashion Consultant creates a business profile page on any social media site that promotes or relates to LLR, its products, or opportunity, the business profile page must relate exclusively to the Independent Fashion Consultant's LLR business and LLR products. If the Independent Fashion Consultant's LLR business is

cancelled for any reason or if the Independent Fashion Consultant becomes inactive, the Independent Fashion Consultant must deactivate the business profile page.

- If an Independent Fashion Consultant starts a Facebook group for her team or for her area, the Independent Fashion Consultant agrees that she will invite LLR to join that page.

3.13 Territory

Enrollment as a LLR Independent Fashion Consultant does not entitle you to any specific geographic territory for operating your business, nor is any Independent Fashion Consultant, in good standing, restricted from operating in any geographic area of the United States. As there may be multiple Independent Fashion Consultants in a given area each Independent Fashion Consultant agrees to work with the other Independent Fashion Consultants in their area in a fair and equitable manner in order to promote LLR and provide more opportunity for all. The Company may, at its sole discretion, limit the number of Independent Fashion Consultants in any given area but is not obligated to do so.

3.14 International Marketing

Unless an independent Fashion Consultant has received written authorization from LLR, Independent Fashion Consultants may not sell LLR products or sponsor other LLR Independent Fashion Consultants in any country other than the United States. Unless an independent Fashion Consultant has received written authorization from LLR, LLR products or sales aids may not be shipped into or sold in any foreign country.

3.15 Processing Sales—"Audrey"

Independent Fashion Consultants agree that they must use "Audrey," the authorized LLR technology system to order products and to process sales made to customers at the point of sale. When selling products to customers, Independent Fashion Consultants agree that they must use the scanning technology to enter each item that they sell into the "Audrey" point of sale application. "Audrey" allows Independent Fashion Consultants to process the sale by choosing the method of payment, to track sales of the Independent Fashion Consultant's inventory, to set aside reserves for replenishing inventory, and to generate email receipts to their customers.

3.16 Return Policy

3.16.1 Manufacturer's Defects and Damaged Items

Any items with a manufacturer's flaw or defect or that is damaged may be exchanged for a new item of the same body style. There is no restocking fee for these returns. The Independent Fashion Consultant must pay the return shipping costs.

3.16.2 Other Returns

Independent Fashion Consultants may return products that are not defective or damaged for credits for future purchases. Such items must be returned unworn, unwashed, and with hang tags attached. If the items are returned folded and in original packaging, there will be a 15% restocking fee. If returned items are not folded neatly with the hang tag clearly visible or if they are not in the original bag, the entire order will be charged a 25% restocking fee on the entire return.

The Independent Fashion Consultant will be responsible for the costs of shipping all returned items to LLR.

3.16.3 Returns on Cancellation of the Agreement

Upon the cancellation of an Independent Fashion Consultant's Agreement, the Independent Fashion Consultant may return products and sales aids for a refund. In order to receive a refund from LLR pursuant to this policy, the following requirements must be met:

- The items being returned must have been personally purchased by the Independent Fashion Consultant from LLR (purchases from other Independent Fashion Consultants or third parties are not subject to refund);
- The items must be in Resalable condition (see Definition of "Resalable" below); and
- The items must have been purchased from LLR within one year prior to the date of cancellation.

Upon receipt of a Resalable products and sales aids, the Independent Fashion Consultant will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges incurred by an Independent Fashion Consultant when the products or sales aids were purchased, and return shipping fees, will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Independent Fashion Consultant was paid a bonus based on a product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the bonus that was paid to the Independent Fashion Consultant based on that product purchase will be deducted from the amount of the refund.

Products and sales aids shall be deemed "Resalable" if each of the following elements is satisfied: 1) they are unworn, unwashed, folded with hang tags and in original packaging; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and 4) they are returned to LLR within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be Resalable. Items that are returned that are not Resalable will be donated to a charity selected by LuLaRoe and no refund or exchange will be issued.

3.16.4 Return Procedures

To initiate the return of a product pursuant to this Section 3.16, an independent Fashion Consultant must first fill out an online Return Authorization form which can be accessed via the Back Office. All defective, flawed or damaged items must be marked with painters tape.

3.16.5 Montana Residents

A Montana resident who cancels her or his Independent Fashion Consultant Agreement within 15 days of the date of enrollment may return her or his entire initial inventory for a full refund.

3.17 Sponsoring

Each Independent Fashion Consultant in good standing may enroll or sponsor new Independent Fashion Consultants into LLR subject to approval by LLR. The Sponsoring Independent Fashion Consultant shall be entitled to compensation for product sales by the new Independent Fashion Consultant based on the LLR Leadership Bonus Plan. The Company reserves the absolute right to accept or decline new Independent Fashion Consultant applications based on location, market saturation, managing growth or any other reason that the Company deems necessary. The Company is not obligated to disclose any such reasons for not accepting new applicants. LLR is an equal opportunity company and no application will be denied based on race, religion, gender or any other status that is protected by law.

3.18 Providing Documentation to Applicants

Independent Fashion Consultants must provide the most current version of the Policies and Procedures and the Leadership Bonus Plan to individuals whom they are sponsoring to become Independent Fashion Consultants before the applicant signs an Independent Fashion Consultant Agreement, or ensure that such individuals have online access to these materials.

3.19 Change of Sponsor

LLR strongly discourages changes in sponsorship. Accordingly, the transfer of a LLR Independent Fashion Consultant from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Independent Fashion Consultant Support Department, and must include the reason for the transfer. Transfers will only be considered in the following three circumstances:

- In cases in which the new Independent Fashion Consultant is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an Independent Fashion Consultant may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within three days from the date of enrollment. The Independent Fashion Consultant

requesting the change has the burden of proving that he or she was placed beneath the wrong sponsor. It is up to LLR's discretion whether the requested change will be implemented.

- The Independent Fashion Consultant seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of his or her Sponsor and those in the upline who are, or may be, affected by the transfer. Photocopied or facsimile signatures are not acceptable. All Independent Fashion Consultant signatures must be notarized. The Independent Fashion Consultant who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring Independent Fashion Consultant also wants to move any of the Independent Fashion Consultants in his or her Marketing Organization, each downline Independent Fashion Consultant must also obtain a properly completed Sponsorship Transfer Form and return it to LLR with the \$50.00 change fee (i.e., the transferring Independent Fashion Consultant and each Independent Fashion Consultant in his or her Marketing Organization multiplied by \$50.00 is the cost to move a LLR business.) Downline Independent Fashion Consultants will not be moved with the transferring Independent Fashion Consultant unless all of the requirements of this paragraph are met. Transferring Independent Fashion Consultants must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by LLR for processing and verifying change requests. Changes will be effective starting the first of the following month of completed changes.
- An Independent Fashion Consultant may legitimately change organizations by voluntarily canceling his or her LLR business and remaining inactive (*i.e.*, no purchases of LLR products for resale, no sales of LLR products, no sponsoring, no attendance at any LLR functions, no participation in any other form of Independent Fashion Consultant activity, no operation of any other LLR business, and no income from the LLR business) for six (6) full calendar months. Following the six month period of inactivity, the former Independent Fashion Consultant may reapply under a new Sponsor, however, the former Independent Fashion Consultant's Marketing Organization will remain in the original line of sponsorship. LLR will consider waiving the six month waiting period in circumstances described under Section 7.2 and under exceptional circumstances. Such requests for waiver must be submitted to LLR in writing.

LLR maintains sole discretion for final approval of any request to modify or change sponsorship. There is not guarantee that meeting the requirements set forth will result in the requested change(s). In the event that LLR approves such request(s), all who participate in the approval(s) and/or change(s) agree to release hold harmless the Company from any consequences (anticipated or unforeseen) arising from such change(s).

3.20 Initial Inventory Fund ("IIF") Program

As an accommodation to new Independent Fashion Consultants, LLR offers an optional Initial Inventory Fund program. Under this program, Independent Fashion Consultants may, in addition to the products that they are required to purchase on enrollment, receive an additional supply of LLR products on consignment so that they have a larger inventory of products available for their customers. As such, this program is available only to Independent Fashion Consultants upon their initial enrollment as Independent Fashion Consultants and upon acceptance of their application to participate in the IIF Program. In order to participate in the IIF Program, a new Independent Fashion Consultant must complete the LLR IIF Program Application and Agreement and be accepted into the program by LLR. Payment for consigned product is made as described in the said IIF Agreement. If you are a participant in the IIF Program, please refer to the IIF Program Agreement for additional information.

3.21 Compensation

Independent Fashion Consultants derive their income primarily through retail sales of LLR products at home parties. The second source of income is through the sales made by the Independent Fashion Consultants that an Independent Fashion Consultant sponsors and enrolls. An Independent Fashion Consultant may be eligible to receive bonuses on the sales made by the Independent Fashion Consultants that they sponsor as more fully described in the Leadership Bonus Plan.

An Independent Fashion Consultant must be in compliance with the Agreement to qualify for bonuses. So long as an Independent Fashion Consultant complies with the terms of the Agreement, LLR shall pay bonuses to such Independent Fashion Consultant as set forth in the Leadership Bonus Plan.

If an Independent Fashion Consultant has received products from LLR pursuant to the Company's IIF Program and is eligible to receive a bonus pursuant to the Leadership Bonus Plan, such bonuses will be applied to the payment of the goods that the Independent Fashion Consultant has received from the Company on under the IIF Program until such time as such goods are paid for in full.

The minimum amount for which LLR will issue a bonus is \$25. If an Independent Fashion Consultant's bonuses do not equal or exceed \$25, the Company will accrue the bonuses until they total \$25 at which time payment will be issued in the next payment cycle.

Notwithstanding the foregoing, all bonuses or other compensation owed an Independent Fashion Consultant, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of an Independent Fashion Consultant's Independent Fashion Consultant Agreement.

3.22 Adjustments to Bonus Payments

Independent Fashion Consultants receive bonuses based on the actual sales of products to end consumers. When a product is returned to LLR for a refund, the bonuses attributable to the returned or repurchased product will be deducted from payments to the Independent Fashion Consultant and upline Independent Fashion Consultants who received bonuses the sale of the refunded product, in the month in which the refund is given, and continuing every pay period thereafter until the bonuses are recovered. Additionally, the bonuses attributable to the refunded product may be deducted from any refunds or credits to the Independent Fashion Consultant who received the bonuses on the sales of the refunded product.

Additionally, as specified in Section 3.21 above, bonus payments to an eligible Independent Fashion Consultant who has received goods from LLR under the IIF Program will be withheld and applied to the payment for such goods until such time as all consigned goods are fully paid for.

3.23 Indemnification

An Independent Fashion Consultant is fully responsible for all of his or her verbal and written statements made regarding LLR products, services, and the Leadership Bonus Plan that are not expressly contained in official LLR materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Independent Fashion Consultants agree to indemnify LLR and LLR's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by LLR as a result of the Independent Fashion Consultant's unauthorized representations or actions. This provision shall survive the termination of the Independent Fashion Consultant Agreement.

3.24 Income Claims

Because LLR Independent Fashion Consultants do not have the data necessary to comply with the legal requirements for making income claims, an Independent Fashion Consultant, when presenting or discussing the LLR opportunity or Leadership Bonus Plan to a prospective Independent Fashion Consultant, may not make income projections, income claims, or disclose his or her LLR income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records).

Additionally, when presenting or discussing the LLR Leadership Bonus Plan, Independent Fashion Consultants must make it clear to prospective Independent Fashion Consultants that financial success with LLR requires commitment, effort, and sales skill. Conversely, Independent Fashion Consultants must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- It's a turnkey system;
- The system will do the work for you;

- Just join and I will build your downline for you;
- The company does all the work for you;
- You don't have to sell anything; or
- All you have to do is buy your products every month.

The above are just examples of improper representations about the Leadership Bonus Plan. It is important that Independent Fashion Consultants do not make these or any other representations that could lead a prospective Independent Fashion Consultant to believe that he or she can be successful as a LLR Independent Fashion Consultant without commitment, effort, and sales skill.

3.25 Insurance

You may wish to arrange insurance coverage for your business and inventory. Your homeowner's insurance policy does not cover business-related injuries or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement or rider attached to your present home owner's policy.

3.26 Sale, Transfer or Assignment of an Independent LLR Business

Although a LLR business is a privately owned and independently operated business, the sale, transfer or assignment of a LLR business is subject to certain limitations. If an Independent Fashion Consultant wishes to sell his or her LLR business, the following criteria must be met:

- The selling Independent Fashion Consultant must offer LLR the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. LLR shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified LLR Independent Fashion Consultant. If the buyer is an active LLR Independent Fashion Consultant, he or she must first terminate his or her LLR business and wait six calendar months before acquiring any interest in a different LLR business.
- Before the sale, transfer or assignment can be finalized and approved by LLR, any IIF Program or debt obligations the selling party has with LLR must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a LLR business.

Prior to selling an independent LLR business, the selling Independent Fashion Consultant must notify LLR's Independent Fashion Consultant Support Department in writing and advise of his or her intent to sell his or her LLR business. The selling Independent Fashion Consultant must also receive written approval from the Independent Fashion Consultant Support Department

before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a LLR business.

3.27 Divorce

An Independent Fashion Consultant's independent LLR business may be viewed as a marital asset. At such time as an Independent Fashion Consultant's marriage may end in divorce, arrangements must be made to assure that any property settlement among the former spouses is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

In no event will the independent LLR business be divided between the former spouses. Instead, the parties must adopt one of the following methods of operation:

- One of the former spouses may, with consent of the other, operate the LLR business pursuant to an assignment in writing whereby the relinquishing spouse authorizes LLR to deal directly and solely with the other spouse.
- The parties may continue to operate the LLR business jointly on a "business-as-usual" basis, whereupon all compensation paid by LLR will be paid according to the status quo as it existed prior to the divorce filing. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Marketing Organization of divorcing spouses be divided. Similarly, under no circumstances will LLR split commission or bonus payments between divorcing spouses. LLR will recognize only one Independent Fashion Consultant and will issue only one commission or bonus payment per LLR business per bonus cycle. Bonus and commission payments shall always be issued to the same individual or entity named on file.

If a former spouse has completely relinquished all rights in the original LLR business pursuant to a divorce, she or he is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In that event, the former spouse shall have no rights to any Independent Fashion Consultants in their former Marketing Organization or to any former retail customer. She or he must develop the new business in the same manner as would any other new Independent Fashion Consultant.

3.28 Succession

Upon the death or incapacitation of an Independent Fashion Consultant, his or her independent LLR business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Independent Fashion Consultant should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a LLR business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses of the deceased

Independent Fashion Consultant's Marketing Organization provided the following qualifications are met. The successor(s) must:

- Execute an Independent Fashion Consultant Agreement;
- Comply with terms and provisions of the Agreement; and
- Meet all of the qualifications for the deceased Independent Fashion Consultant's status.

The devisee(s) must provide LLR with an "address of record" to which all commission or bonus payments will be sent. If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. LLR will issue all commission and bonus payments, and one 1099 to the business entity.

3.28.1 Transfer Upon Death of an Independent Fashion Consultant

To effect a testamentary transfer of a LLR business, the executor of the estate must provide the following to LLR: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to LLR specifying to whom the business and income should be transferred.

3.28.2 Transfer Upon Incapacity

To effectuate a transfer of a LLR business because of incapacity, the successor must provide the following to LLR: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the LLR business; and (3) a completed Independent Fashion Consultant Agreement executed by the trustee.

3.29 One LLR Business Per Independent Fashion Consultant and Per Household

An individual may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one LLR business. No individual may have, operate or receive compensation from more than one LLR business. Individuals of the same Household may not enter into or have an interest in more than one LLR business. A "Household" is defined as all individuals who are living at or doing business at the same address, and who are related by blood, marriage, domestic partnership, or adoption, or who are living together as a family unit or in a family-like setting.

An exception to the one business per Independent Fashion Consultant/Household rule will be considered on a case by case basis if two Independent Fashion Consultants marry or move in together, or in cases of an Independent Fashion Consultant receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Compliance Department.

Section 4 – Responsibilities of Independent Fashion Consultants

4.1 Change of Address, Telephone or Email

To ensure timely delivery of products, support materials and commission and bonus payments it is critically important that LLR maintains accurate and current information on each Independent Fashion Consultant. Street addresses are required for shipping, LLR products cannot be delivered to a P.O. Box. If an Independent Fashion Consultant is planning to move updated contact and shipping information should be sent to Independent Fashion Consultant Support at support@lularoe.com.

4.2 Ongoing Training

Successful Independent Fashion Consultants who enroll a new Independent Fashion Consultant should perform bona fide assistance and training to ensure that the new Independent Fashion Consultant is properly operating his or her LLR business. There should be ongoing communication through newsletters, Facebook, email, telephone calls, conference calls, in-person meetings and training and other methods of training, encouraging and motivating the new Independent Fashion Consultant. The knowledge and experience of the Sponsoring Independent Fashion Consultant should be shared with the new Independent Fashion Consultant including but not limited to product knowledge, effective sales techniques, customer service and compliance with Company Policies and Procedures. Each Sponsoring Independent Fashion Consultant should be able to provide evidence to LLR of his or her ongoing efforts as a mentor and trainer to those Independent Fashion Consultants they have sponsored.

4.3 Ongoing Sales

Each Independent Fashion Consultant, regardless of the number of Independent Fashion Consultants they may have sponsored, should continue to develop a network of hostesses and retail customers. Home parties and the sales derived therefrom are the primary income source for Independent Fashion Consultants.

Independent Fashion Consultants agree to use the LLR point-of-sales system, processing all sales, customer information and transaction settlements through the system.

4.4 Adherence to Laws and Ordinances

Independent Fashion Consultants shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Independent Fashion Consultants because of the nature of their business. However, Independent Fashion Consultants must obey those laws that do apply to them. If a city or county official tells an Independent Fashion Consultant that an ordinance applies to him or her,

the Independent Fashion Consultant shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of LLR.

4.5 Nondisparagement

LLR values constructive criticisms and comments from Independent Fashion Consultants. All such comments should be submitted in writing to the Independent Fashion Consultant Support Department. While LLR welcomes constructive input, negative comments and remarks made in the field by Independent Fashion Consultants about the Company, its products, or Leadership Bonus Plan serve no purpose other than to sour the enthusiasm of other LLR Independent Fashion Consultants. For this reason, and to set the proper example for their Marketing Organizations, Independent Fashion Consultants must not disparage, demean, or make negative remarks about LLR, other LLR Independent Fashion Consultants, LLR's products, the Leadership Bonus Plan, or LLR's directors, officers, or employees.

4.6 Errors or Questions

If an Independent Fashion Consultant has questions about or believes any errors have been made regarding bonuses, genealogy lists, or charges, the Independent Fashion Consultant must notify LLR in writing within 60 days of the date of the purported error or incident in question. LLR will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

4.7 Governmental Approval or Endorsement

State and federal regulatory agencies and officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, Independent Fashion Consultants shall not represent or imply that LLR or its Leadership Bonus Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.8 Income Taxes

Each Independent Fashion Consultant is responsible for paying local, state and federal taxes on any income generated as an Independent Fashion Consultant. If an Independent Fashion Consultant's LLR business is tax exempt, the Federal tax identification number must be provided to LLR. Every year, LLR will provide an IRS Form 1099 MISC to all Independent Fashion Consultants who are required to receive based on earnings and/or purchases, as specified in the tax code as updated from time to time.

LLR cannot provide Independent Fashion Consultants with any personal tax advice. Independent Fashion Consultants should consult with their own tax accountant, tax attorney, or other tax professional.

If an Independent Fashion Consultant fails to provide LLR with a valid Social Security Number, Federal Tax ID Number, or IRS Form W-9 (if required), LLR will deduct the necessary back-up withholdings from the Independent Fashion Consultant's bonus payments as required by law.

Section 5 – Conflict of Interest

5.1 Participation in Other Direct Selling Programs

Independent Fashion Consultants may participate in other direct selling or Network marketing ventures and may engage in selling non-LLR products and services if they choose to do so as long as they adhere to the following guidelines:

Independent Fashion Consultants may not sell, offer to sell or promote any competing non-LLR products to any LLR Independent Fashion Consultant or LLR retail customers. Women's clothing and fashion accessories are deemed to be in the same generic categories as LLR products and are therefore competing products, regardless of differences in cost, quality or other distinguishing factors.

5.2 Nonsolicitation

During the term of this Agreement, Independent Fashion Consultants may not contact directly or through a third party any other LLR Independent Fashion Consultant with the intent to recruit or solicit their participation in any other Network Marketing, Direct Sales or MLM Companies.

Following the cancellation of an Independent Fashion Consultant's Independent Fashion Consultant Agreement, and for a period of three (3) years thereafter, with the exception of an Independent Fashion Consultant who was personally sponsored by the former Independent Fashion Consultant, a former Independent Fashion Consultant may not recruit or solicit any LLR Independent Fashion Consultant for another direct selling, MLM, or network marketing business.

Independent Fashion Consultants and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Independent Fashion Consultants and LLR agree that this non-solicitation provision shall apply nationwide and to all international markets in which LLR Independent Fashion Consultants are located. This provision shall survive the termination or expiration of the Agreement.

As used above, the terms recruit or solicit means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly,

indirectly, or through a third party, another LLR Independent Fashion Consultant to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

5.3 Confidential Information

“Confidential Information” includes, but is not limited to, Downline Genealogy Reports, the identities of LLR Independent Fashion Consultants, and contact information of LLR Independent Fashion Consultants. Confidential Information is, or may be available, to Independent Fashion Consultants in their respective back-offices. Independent Fashion Consultant access to such Confidential Information is password protected, is confidential, and constitutes proprietary information and business trade secrets belonging to LLR. Such Confidential Information is provided to Independent Fashion Consultants in strictest confidence and is made available to Independent Fashion Consultants for the sole purpose of assisting Independent Fashion Consultants in working with their respective Marketing Organizations in the development of their LLR business. Independent Fashion Consultants may not use any Confidential Information for any purpose other than for developing their independent LLR businesses. Independent Fashion Consultants should use the Confidential Information to assist, motivate, and train their downline Independent Fashion Consultants, and for no other purpose. In so doing, an Independent Fashion Consultant may not disclose the Confidential Information to any third party, including, without limitation, his or her downline Independent Fashion Consultants. The Independent Fashion Consultant and LLR agree that, but for this agreement of confidentiality and nondisclosure, LLR would not provide Confidential Information to the Independent Fashion Consultant.

To protect the Confidential Information, an Independent Fashion Consultant shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to his or her back-office;
- Use any Confidential Information to compete with LLR or for any purpose other than promoting his or her LLR business; or
- Recruit or solicit any Independent Fashion Consultant listed on any report or in the Independent Fashion Consultant’s back-office, or in any manner attempt to influence or induce any Independent Fashion Consultant to alter their business relationship with LLR.

The obligation of an Independent Fashion Consultant to not disclose any Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether an Independent Fashion Consultant’s Agreement has been terminated, or whether the Independent Fashion Consultant is or is not otherwise affiliated with the Company.

5.4 Back Office Access

LLR makes online back offices available to its Independent Fashion Consultants. Back offices provide Independent Fashion Consultants access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Independent Fashion Consultant's LLR business and to increase sales of LLR products. However, access to a back office is a privilege, and not a right. LLR reserves the right to deny Independent Fashion Consultants' access to the back office at its sole discretion.

Section 6 – Disciplinary Sanctions and Dispute Resolution

6.1 Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Independent Fashion Consultant that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Independent Fashion Consultant's LLR business), may result, at LLR's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Independent Fashion Consultant to take immediate corrective measures;
- Imposition of a fine, which may be withheld from commission and/or bonus payments;
- Loss of rights to one or more commission or bonus payments;
- LLR may withhold from an Independent Fashion Consultant all or part of the Independent Fashion Consultant's bonuses during the period that LLR is investigating any conduct allegedly violative of the Agreement. If an Independent Fashion Consultant's business is canceled for disciplinary reasons, the Independent Fashion Consultant will not be entitled to recover any bonuses withheld during the investigation period;
- Suspension of the individual's Independent Fashion Consultant Agreement for one or more pay periods;
- Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of an Independent Fashion Consultant (which may subsequently be re-earned by the Independent Fashion Consultant);
- Transfer or removal of some or all of an Independent Fashion Consultant's downline Independent Fashion Consultants from the offending Independent Fashion Consultant's Marketing Organization;
- Involuntary termination of the offender's Independent Fashion Consultant Agreement;
- Suspension and/or termination of the offending Independent Fashion Consultant's LLR website or website access; or
- Any other measure expressly allowed within any provision of the Agreement or which LLR deems practicable to implement and appropriate to equitably resolve injuries

caused partially or exclusively by the Independent Fashion Consultant's policy violation or contractual breach.

In situations deemed appropriate by LLR, the Company may institute legal proceedings for monetary and/or equitable relief.

6.2 Actions of Household Members or Affiliated Parties

If any member of an Independent Fashion Consultant's immediate household engages in any activity which, if performed by the Independent Fashion Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Independent Fashion Consultant and LLR may take disciplinary action pursuant to these Policies and Procedures against the Independent Fashion Consultant. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity as an owner, officer, shareholder, member, manager, or employee (an "Affiliate Party") violates the Agreement, such action(s) will be deemed a violation by the business entity, and LLR may take disciplinary action against the business entity. Each Affiliated Party of a business entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

6.3 Mediation

Prior to instituting an arbitration as provided in Section 6.4 below, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the City of Cheyenne, Wyoming and shall last no more than two business days.

6.4 Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The Parties waive all rights to trial by jury or to any court. The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS under their respective rules and procedures. The *Commercial Arbitration Rules and Mediation Procedures* of the AAA are available at the AAA's website at www.adr.org. The *Streamlined Arbitration Rules & Procedures* of JAMS are available at the JAMS website at www.jamsadr.com. Copies of the AAA's *Commercial Arbitration Rules and Mediation Procedures* or JAM's *Streamlined Arbitration Rules & Procedures* will be emailed to Independent Fashion Consultants upon request to LLR's Legal & Compliance Department.

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days; and
- The parties shall be allotted equal time to present their respective cases, including cross-examinations.

Except as provided below for Louisiana residents, all arbitration proceedings shall be held in Cheyenne, Wyoming. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- The substance of, or basis for, the controversy, dispute, or claim;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award; or
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect its intellectual property rights and/or to enforce its rights under the non-solicitation provision of the Agreement.

6.4.1 Louisiana Residents

Notwithstanding the foregoing any mediation or arbitration proceeding between the Company and a Louisiana resident Independent Fashion Consultant shall be held in Baton Rouge, Louisiana and shall be governed by Louisiana law.

6.5 Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Laramie County, Wyoming. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the state of Wyoming shall govern all other matters relating to or arising from the Agreement.

Section 7 – Inactivity and Cancellation of the Agreement

7.1 Effect of Cancellation

So long as an Independent Fashion Consultant remains active and complies with the terms of the Independent Fashion Consultant Agreement and these Policies and Procedures, LLR shall pay bonuses to such Independent Fashion Consultant in accordance with the Leadership Bonus Plan. An Independent Fashion Consultant's retail profits and bonuses constitute the entire consideration for the Independent Fashion Consultant's efforts in generating sales and all activities related to generating sales (including building a Marketing Organization). Following an Independent Fashion Consultant's non-renewal of his or her Independent Fashion Consultant Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Independent Fashion Consultant Agreement (all of these methods are collectively referred to as "cancellation"), the former Independent Fashion Consultant shall have no right, title, claim or interest to the Marketing Organization which he or she operated, or any bonuses from the sales generated by the organization. **An Independent Fashion Consultant whose business is cancelled will lose all rights as an Independent Fashion Consultant. This includes the right to purchase LLR products at wholesale for resale and the right to receive future bonuses or other income resulting from the sales and other activities of the Independent Fashion Consultant's former Marketing Organization. In the event of cancellation, Independent Fashion Consultants agree to waive all rights they may have, including but not limited to property rights, to their former Marketing Organization and to any bonuses or other remuneration derived from the sales and other activities of his or her former Marketing Organization.**

Following an Independent Fashion Consultant's cancellation of his or her Independent Fashion Consultant Agreement, the former Independent Fashion Consultant shall not hold himself or herself out as a LLR Independent Fashion Consultant and shall not have the right to purchase LLR products at wholesale. An Independent Fashion Consultant whose Independent Fashion Consultant Agreement is canceled shall receive bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

7.2 Inactivity

Apart from production requirements specified in the LLR Leadership Bonus Plan, Inactivity for this section determines whether the Independent Fashion Consultant maintains his/her position in the sponsorship organization and any downline below them.

An Independent Fashion Consultant will be considered Inactive in any month that they do not produce minimum sales of 33 units. Independent Fashion Consultants that do not produce sales totaling at least 99 units in a period of three (3) consecutive months will be considered Inactive for that three month period. Inactivity for two consecutive three month periods will result in the cancellation of the Independent Fashion Consultant's Independent Fashion Consultant Agreement.

In the event of cancellation of an Independent Fashion Consultant due to inactivity, the Company shall waive the six-month cancellation and waiting period set forth in Section 3.19 above. The effect of this Waiver is to give the Inactive Independent Fashion Consultant an option to re-activate in a position under their original sponsor or to re-enroll under a different sponsor.

7.2.1 Maternity Exemption

An Independent Fashion Consultant shall be exempt from meeting the above activity requirements for a period of four (4) months following the birth or adoption of a child. Appropriate documentation must be provided to the Company upon request. The effect of this exemption is to allow the Independent Fashion Consultant an additional four months to meet the activity requirements in order to avoid the cancellation of her Independent Fashion Consultant Agreement pursuant to Section 7.2. NOTE that it does not exempt the Independent Fashion Consultant from meeting the requirement specified to receive bonuses under the Leadership Bonus Plan.

7.2.2 Military Deployment Exemption

Military personnel shall be exempt from meeting the above activity requirements while deployed into a foreign country and for a period of one (1) month following the end of such deployment. Appropriate documentation must be provided to the Company upon request. The effect of this exemption is to suspend, for the period of deployment plus one month, the three month activity requirements in order to avoid the cancellation of her Independent Fashion Consultant Agreement pursuant to Section 7.2. NOTE that it does not exempt the Independent Fashion Consultant from meeting the requirements specified to receive bonuses under the Leadership Bonus Plan.

7.3 Involuntary Cancellation

An Independent Fashion Consultant's violation of any of the terms of the Agreement, including any amendments that may be made by LLR in its sole discretion, may result in any of the sanctions listed in Section 6.1, including the involuntary cancellation of his or her Independent

Fashion Consultant Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Independent Fashion Consultant's last known address, email address, or fax number, or to his or her attorney, or when the Independent Fashion Consultant receives actual notice of cancellation, whichever occurs first.

LLR reserves the right to terminate all Independent Fashion Consultant Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

7.4 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. The written notice must include the Independent Fashion Consultant's signature, printed name, address, and Independent Fashion Consultant I.D. Number.

**FIRST AMENDMENT
TO
POLICES AND PROCEDURES
OF
LLR, INC.**

This First Amendment ("Amendment") to the Policies and Procedures ("Policies and Procedures") of LLR, Inc. ("Company"), dated October 12, 2016, for reference purposes, is made to resolve certain potential conflicts between the Policies and Procedures and the LLR Inc. Independent Consultant Program Application & Agreement ("Independent Fashion Consultant Agreement") regarding choice of law, venue, mediation and arbitration. Accordingly, the choice of law, venue, mediation and arbitration provisions of the Policies and Procedures shall be amended to state as follows:

Governing Law/Mediation

As set forth herein below, the law of the state of California shall govern all matters relating to or arising from the Agreement and all related documents, including the Policies and Procedures. Jurisdiction and venue of any matter not subject to arbitration pursuant to the Agreement or applicable law shall reside exclusively in Riverside County, California.

Prior to instituting an arbitration as provided herein, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Riverside County, California, and shall last no more than 2 business days.

Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be resolved by arbitration. The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS under their respective rules and procedures. The *Commercial Arbitration Rules and Mediation Procedures* of the AAA are available at the AAA's website at www.adr.org. The *Streamlined Arbitration Rules & Procedures* of JAMS are available at the JAMS website at www.jamsadr.com. Copies of the AAA's *Commercial Arbitration Rules and Mediation Procedures* or JAM's *Streamlined Arbitration Rules & Procedures* will be emailed to Independent Fashion Consultants upon request to LLR's Legal & Compliance Department.

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all arbitration actions:

- The California Rules of Evidence shall apply in all cases;
- The parties shall be entitled to all discovery rights permitted by the California Rules of Civil Procedure;
- The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than 5 business days; and
- The parties shall be allotted equal time to present their respective cases, including cross-examinations.

Except as provided below for Louisiana residents, all arbitration proceedings shall be held in Riverside County, California. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- The substance of, or basis for, the controversy, dispute, or claim;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award; or
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, writ of attachment, or other relief available to safeguard and protect its intellectual property rights and/or to enforce its rights under the non-solicitation provision of the Agreement.

Louisiana Residents

Notwithstanding the foregoing, any mediation or arbitration proceeding between the Company and a Louisiana resident Independent Fashion Consultant shall be held in Baton Rouge, Louisiana and shall be governed by Louisiana law.

Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter, including mediation or arbitration, shall reside exclusively in Riverside County, California, and in all actions before the courts, the parties consent and agree to exclusive jurisdiction and venue before the state courts residing in Riverside County, State of California. The law of the state of California shall govern all matters relating to or arising from the Agreement without application of or reference to choice of law rules.

Throughout this Amendment, when the term “Agreement” is used, it collectively refers to the Independent Fashion Consultant Agreement, these Policies and Procedures, the Company’s Leadership Bonus Plan, and any other agreement or agreements between the Independent Fashion Consultants and the Company.

Pursuant to the provisions of the Policies and Procedures, this Amendment shall be effective 30 days after publication of notice that the Policies and Procedures have been modified. This Amendment shall not apply retroactively to the conduct of Independent Fashion Consultant’s or actions filed prior to the effective date of the amendment. The Company may notify Independent Fashion Consultants of this Amendment by any of the following: posting or placement at the Independent Fashion Consultant’s Back Office, e-mail, conference calls, Company-sanctioned public meetings, special mailings or any other method designed to reasonably provide notice to all Independent Fashion Consultants. Once notified, an Independent Fashion Consultant may reject this Amendment by notifying the Company in writing of its rejection and affirmatively terminating the Agreement pursuant to the terms of the Agreement. Unless this Amendment is rejected by written notice to the Company and the Agreement affirmatively terminated, this Amendment shall become automatically effective as set forth above.

All provisions of this Amendment are hereby incorporated into the Policies and Procedures. The capitalized terms used in this Amendment shall have the same meaning as set forth in the Policies and Procedures. This Amendment is to be attached to the Policies and Procedures and become a part of the Policies and Procedures. This Amendment and the Policies and Procedures shall be read together as a single document. The provisions contained in this Amendment shall supplant and replace any conflicting provisions in the Policies and Procedures. The provisions in this Amendment shall control over any conflicting provisions in the Policies and Procedures. All non-conflicting provisions contained in the Policies and Procedures shall survive this Amendment and remain in full force and effect when read in conjunction with this Amendment.

EXHIBIT B

LULAROE INDEPENDENT CONSULTANT PROGRAM APPLICATION AND AGREEMENT

Consultant Information	
Full Name Samuel Schultz	Preferred Name Sam Schultz
Address 2311 Red Cloud Ct	
City, State ZIP Norco CA 92860	
Mobile Phone 3109223786	Home Phone 3109223786
Email Address iamsamschultz@gmail.com	Birthdate
Social Security Number (EIN if applying as a Business)	Business Name (if applying as a Business)
Sponsor's Name Amber Buhrley Sunny Smart	Sponsor's LuLaRoe ID Number 39430
Application Date 12/16/2016	Consultant LuLaRoe ID Number 76717

This LuLaRoe Independent Consultant Application and Agreement ("Agreement") is made by and between the undersigned ("Applicant" or "Consultant") and LLR, Inc., a Wyoming corporation ("LLR" or "Company"), and, notwithstanding the application date above, will be only become effective and binding on the date it is accepted by the Company and the Applicant has otherwise complied with all requirements of the Company, including placement and payment of an initial order ("Effective Date"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. LLR may, subject to the terms and conditions of this Agreement, and any other applicable agreement or document incorporated herein by reference, sell to Consultant various apparel and fashion accessory items ("Product") for the purpose of resale.
2. Upon acceptance of this Consultant Application and Agreement by LLR, Consultant shall have the right to: (a) sell Product to customers in accordance with the Agreement; (b) enroll others as Independent Consultants; and (c) earn, if qualified, bonuses, commissions, and other remuneration pursuant to the LLR Leadership Bonus Plan. Consultant agrees to present the LuLaRoe business, the LuLaRoe program, the Products, and the Leadership Bonus Plan as set forth in the Agreement and in official LLR literature.
3. Consultant hereby authorizes LLR to initiate entries, electronic or otherwise, to Consultant's checking/savings accounts at the financial institution listed above ("Financial Institution"), and, if necessary, initiate adjustments, electronic or otherwise, for any transactions credited/debited in error.

This authority will remain in effect until LLR is notified by Consultant in writing to cancel it in such time as to afford LLR and the Financial Institution a reasonable opportunity to act on it.

PS
SS

(Consultant Initials)

4. Consultant shall be an independent contractor in accordance with the provisions of Sections 2750.5 and 3353 of the California Labor Code, and any corresponding provisions of the law of any other state or jurisdiction, and not an employee, franchisee, representative, agent, joint venturer or partner of LLR. This Agreement shall not create an employer-employee relationship and shall not constitute a hiring of such nature by any party. Consultant is not authorized to, and shall not, obligate LLR in any way legally or financially.

5. CONSULTANT UNDERSTANDS THAT CONSULTANT IS NOT, AND SHALL NOT BE TREATED AS, AN EMPLOYEE OF LLR FOR FEDERAL OR STATE TAX PURPOSES OR ANY OTHER PURPOSES WHATSOEVER. Consultant shall be responsible for and pay Consultant's own self-employment taxes, estimated tax liabilities, business equipment or personal property taxes and other similar obligations, whether federal, state or local. LLR shall not pay or withhold any FICA, SDI, federal or state income tax or unemployment insurance or tax or any other amounts because the relationship of the parties hereto is not that of employer-employee, but that of independent contractor. Consultant shall be solely responsible for the payment of all taxes, withholdings and other amounts due in regard to Consultant's own employees, if any.

6. By signing below, Consultant certifies: (a) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); (b) I am not subject to backup withholding because: (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding; and (c) I am a U.S. citizen or other U.S. person (a U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or a domestic trust (as defined in 26 CFR 301.7701-7)).

7. Consultant shall be solely responsible for determining, reporting and paying all sales tax, business license fees and/or any other similar taxes, fees or items required by any governing or agency or taxing authority. Consultant shall be solely responsible for obtaining all business licenses required with regard to Consultant's LuLaRoe business. LLR may, but shall not be obligated to, provide or maintain services or systems to assist in the collecting and remitting of sales taxes on behalf of Consultant; provided, however, that such services or systems shall be provided as a convenience only and shall not create or be indicative of any relationship other than an independent contractor relationship. In addition to any other releases contained herein, Consultant expressly releases LLR from any claims regarding the determination, collection, remittance or reporting of sales tax.

8. Consultant shall establish Consultant's own goals, inventory levels, working hours and methods of sale, so long as Consultant complies with the terms of this Agreement, including the Policies and Procedures and Leadership Bonus Plan, and all applicable laws. LLR does not maintain or enforce exclusive sales areas or territories for the benefit of Consultant. Consultant expressly acknowledges that neither this Agreement, nor any compensation, bonuses, commissions or incentive plans or programs pertaining to the Product, business, consultants, Policies and Procedures, Leadership Bonus Plan or Price List of LLR constitutes a franchise, business opportunity, or seller assisted marketing plan or other regulated sales relationship. Specifically, LLR does not represent that Consultant can earn any amount hereunder, whether or not in excess of any initial purchase of Product made by Consultant, or that there is a market for the Product.

9. Consultant will not make claims or representations of potential income derived from the bonus or commission structure of LLR and that any examples given will be used only to explain the program and not as an enticement to enroll consultants or others. If while discussing the LuLaRoe opportunity with a prospective Consultant Consultant provides any examples explaining the program, Consultant shall contemporaneously with such example provide the prospective Consultant with a current copy of the official LuLaRoe Income Disclosure Statement. LLR does not pay any compensation, bonus, or commission for enrolling consultants or others.

10. Unless expressly agreed in writing otherwise, LLR shall not provide any travel, equipment, sales materials, or services or other items for the benefit of Consultant. Consultant shall, at Consultant's own expense, provide and make arrangement for all travel, equipment, sales materials, services, and other items necessary to perform Consultant's duties hereunder. Consultant shall be responsible for payment of Consultant's own costs and expenses, including, but not limited to those items specifically set forth herein.

11. Consultant acknowledges that Consultant has read and agrees to comply with the Policies and Procedures and Leadership Bonus Plan, both of which are incorporated into and made a part of this Agreement as set forth herein. As used herein, unless the context suggests otherwise, the term "Agreement" collectively refers to this Independent Consultant Application and Agreement, the Policies and Procedures, and the Leadership Bonus Plan, as they currently exist and as amended as provided herein. If Consultant has not yet reviewed the Policies and Procedures or Leadership Bonus Plan at the time that this Agreement is entered into, Consultant understands that they may be posted as directed at www.lularoe.com and are also included in Consultant's first order and accessible via Consultant's Back Office login at www.backoffice.mylularoe.com/login. Consultant agrees that Consultant will review the Policies and Procedures and Leadership Bonus Plan within five (5) days of the Effective Date of this Agreement. If Consultant does not agree to the Policies and Procedures and/or Leadership Bonus Plan, Consultant's sole recourse is to notify LLR and cancel the Agreement within such time period. Failure to cancel constitutes Consultant's agreement to the Policies and Procedures and Compensation Plan.

12. Consultant may execute this Agreement pursuant to the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and any similar state laws (collectively "E-Sign Laws"). Accordingly, this Agreement constitutes an electronic record in satisfaction of the provisions of 15 U.S.C. §7006(4) and the E-Sign Laws. Consultant acknowledges that this Agreement is capable of retention by the recipient at the time of receipt in satisfaction of the E-Sign Laws. Consultant acknowledges that Consultant is able to access, print and/or store this Agreement pursuant to the E-Sign Laws. Execution of this Agreement pursuant to the E-Sign Laws shall expressly include and constitute Consultant initialing and agreeing to be bound by Section 3 of this Agreement pertaining to authorization of LLR to initiate entries, electronic or otherwise, to Consultant's checking/savings accounts at the "Financial Institution.

13. LLR may, at its sole discretion, create, amend, or discontinue certain compensation, bonus, commission or incentive plan or program pertaining to its Product, business, consultants, and others. Consultant shall have no vested interest in any such plan or program, provided, however, that LLR may not change the terms or conditions regarding compensation for any Product actually sold to Consultant. The Policies and Procedures, Leadership Bonus Plan, and LLR Price List or the pricing structure of LLR may, subject to the terms and conditions of this Agreement, be amended at the sole discretion of LLR. Notification of amendments shall be sent to Consultant by email, posted on LLR's website, and posted in Consultant's LuLaRoe.com Back Office. Amendments shall become effective thirty (30) days after notification to Consultant, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of Consultant's LLR business, the purchase of Product hereunder, or Consultant's acceptance of bonuses or

commissions after the effective date of any amendment shall constitute Consultant's acceptance of any and all amendments. Notwithstanding the foregoing, LLR may require Consultant to accept and agree to be bound by any amendments pursuant to the E-Sign Laws.

14. The term of this Agreement is one year from the Effective Date or the date of its acceptance by LLR, whichever shall occur last. This Agreement shall thereafter automatically renew for successive one-year terms unless either party notifies the other that it does not wish to renew the Agreement. If LLR elects not to renew the Agreement, it shall provide Consultant with written notification of such election at least thirty (30) calendar days prior to the renewal date. If this Agreement is terminated for any reason, Consultant shall not be eligible to purchase Products from LLR at wholesale prices or make sales on behalf of LLR or use any intellectual property, including, without limitation, trademarks, styles, or names of LLR ("Intellectual Property") or any Confidential Information of LLR. In the event of termination or non-renewal of this Agreement, all rights of Consultant, if any, to any bonuses, commissions, or other compensation, whether or not related the productivity or sales activities of any other consultant, or otherwise, shall terminate.

15. Notwithstanding anything in this Agreement, upon any breach by Consultant of this Agreement or any other agreement between Consultant and LLR, LLR reserves the right, in addition to any right, remedy or action set forth in the Policies and Procedures, to terminate this Agreement upon fifteen (15) days prior written notice of any such breach by Consultant. Should Consultant be unable to reasonably cure any such breach in the fifteen (15) day notice period, this Agreement shall then terminate upon the expiration of such notice period. Further notwithstanding anything in this Agreement, LLR reserves the right to immediately terminate this Agreement without notice in the event that Consultant misrepresents Products or LLR, or the acts of Consultant cause a negative impact on the business or reputation of LLR. LLR reserves the right to terminate this Agreement upon thirty (30) days notice to Consultant in the event LLR elects to: (a) cease business operations; (b) dissolve as a business entity; or (c) terminate the distribution of its Products via direct selling channels.

16. Unless specified in writing otherwise by LLR, all information provided by LLR to Consultant is and shall remain confidential ("Confidential Information"). The above Confidential Information shall include, but not be limited to, all customer information, customer and client lists, sales information, wants and needs of customers, agreements, communications, plans, designs, reports, projections, budgets, proformas, or other materials, whether or not furnished or prepared by LLR or its agents (as herein defined). Consultant 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 LLR 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 or Intellectual Property, or of any feature, specification, detail or other characteristic contained in or derived from, the Confidential Information or Intellectual Property, except for purposes of performing services hereunder. The parties each acknowledge that the Confidential Information constitutes trade secrets of LLR within the meaning of and pursuant to the Uniform Trade Secrets Act set forth at California Civil Code §3426, et seq., and specifically, without limitation, California Civil Code §3426.1, as well as under the law of any other jurisdiction in which Consultant resides and/or does business. The parties further acknowledge that this Agreement constitutes reasonable efforts of LLR to protect and maintain the secrecy and confidentiality of the Confidential Information.

17. Consultant shall not, subject to the terms and conditions of this Agreement, directly or indirectly, contact, communicate with, solicit or conduct any business or enter into any transactions or associations of any economic value with any parties identified in, derived from, or obtained by reason of the Confidential Information, or otherwise identified or provided by LLR, without the prior written

consent of LLR. Consultant shall not derive any economic benefit from any transaction between any parties identified in, derived from, or obtained by reason of the Confidential Information or otherwise identified or provided by LLR and any third party, without the prior written consent of LLR. Consultant shall not use any third party intermediaries or other devices to avoid or defeat the foregoing non-circumvention covenants.

18. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, except as set forth herein, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, except as set forth herein, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement, except as set forth herein.

19. The Agreement constitutes the entire agreement between LLR and Consultant pertaining to the subject matter contained in the Agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. To the extent that the terms or conditions of any of the documents incorporated into this Agreement by reference conflict with the terms or conditions of this Agreement, the terms and conditions of this Agreement shall control. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The term "days" as used herein shall mean consecutive calendar days.

20. Notwithstanding any provision in this Agreement to the contrary, the obligation of Consultant regarding confidentiality and non-circumventions and non-solicitation shall survive for so long as LLR may, in its sole discretion, consider the Confidential Information to be confidential. If any provision of this Agreement shall, for any reason, be held unenforceable, such provision shall be severed from this Agreement, and such severed provision shall be reformed only to the extent necessary to make it enforceable. The Invalidity of such severed provision, however, shall not affect the enforceability of any other provision herein, and the remaining provisions shall remain in full force and effect.

21. The obligations of Consultant under this Agreement are unique in that the same constitute personal services. If Consultant should default in the obligations of Consultant under the terms of this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, LLR, in addition to any other available rights or remedies, may sue in equity for specific performance, without the necessity of posting bond or other security, and Consultant expressly waives the defense that a remedy in damages will be adequate and the requirement of a bond or other security.

22. Consultant may not assign this Agreement or any rights hereunder without the prior written consent of LLR. Any attempt to transfer or assign the Agreement or any rights under the Agreement without the express written consent of LLR renders the Agreement voidable at the option of LLR.

23. If Consultant is in breach, default or violation of the Agreement at termination of the Agreement, Consultant shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. Consultant agrees that LLR may deduct, withhold, set-off, or charge to any form of payment Consultant has previously authorized, any amounts Consultant owes or is indebted to LLR.

24. LLR, its parent or affiliated companies, directors, officers, shareholders, members, managers, employees, assigns, and agents (collectively "affiliates"), shall not be liable for, and Consultant releases, defends, and holds harmless LLR and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. Consultant further

agrees to release, defend, and hold harmless LLR and its affiliates from all liability arising from or relating to Consultant's promotion or operation of Consultant's LuLaRoe business and any activities related thereto and any matters set forth herein (e.g., the presentation of LuLaRoe Products or the Leadership Bonus Plan, the determination, collection, remittance or reporting of sales tax, the operation of a motor vehicle, the use of any home or facility for pop up boutiques or other sales activities, the lease or use of meeting or training facilities, etc.), and agrees to indemnify LLR and its affiliates for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that Consultant undertakes in operating Consultant's independent LuLaRoe business.

25. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. In the event of a dispute between Consultant and LLR arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. LLR shall not be obligated to engage in mediation as a prerequisite to disciplinary action against Consultant. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

26. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect the intellectual property rights of such party, including but not limited to customer and/or distributor/consultant lists as well as other trade secrets, confidential information, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent and agree to exclusive jurisdiction and venue before the U.S. District Court for the Central District of California, Eastern Division, or state court residing in Riverside County, State of California.

27. Louisiana Residents: Notwithstanding the foregoing, if Consultant is a resident of Louisiana, this Agreement shall be governed by Louisiana law and jurisdiction and venue of any action before a court shall be in Louisiana.

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

29. Montana Residents: A Montana resident may cancel the Agreement within 15 days from the Effective Date, and may return her or his initial order for a full refund.

30. Louisiana, Massachusetts and Wyoming Residents: Should a resident of Louisiana, Massachusetts or Wyoming cancel the Agreement, LLR will refund 90% of any administrative fees incurred by such Consultant during the current year upon receipt of written request for the same.

31. Puerto Rico Residents: A resident of Puerto Rico may cancel this Agreement at any time within 90 days from the Effective Date, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in development of the market of the of the Product or services. Such cancellation must be sent to the Company in writing and sent via registered mail. If a Consultant cancels under these conditions, the Company shall: (a) Reacquire the total of the Product that the Consultant purchased from the Company which are in the Consultant's possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to such Consultant not less than ninety percent (90%) of the original net cost of any services that the

Consultant acquired from the Company; (c) Return 90% of any sum paid by such Consultant for the purpose of participating in the business.

32. A participant in this multilevel 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.

33. If a Consultant wishes to bring an action against LLR for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against LLR for such act or omission. **Consultant waives all claims that any statute of limitations applies.**

34. Consultant hereby grants to LLR an irrevocable license to use Consultant's name, photograph, likeness, personal story, testimonial, and/or LuLaRoe business history or information in advertising and promotional materials and waives all claims for remuneration for such use. Consultant waives any right to inspect or approve the same prior to publication by LLR.

35. The application date set forth above is for reference and convenience purposes only. This Agreement will only become effective when accepted by the Company electronically or in writing. This Agreement may be accepted by the Company electronically which shall constitute execution of the Agreement pursuant to the E-Sign Laws. The date this Agreement is accepted by the Company will be referred to as the Effective Date.

Consultant:

DocuSigned by:

83BC9140336543B
(Signature)
Name:

LLR:

LLR, Inc. a Wyoming corporation

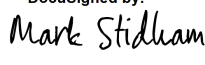
DocuSigned by:

F97597FFB3CA4F8
(Signature)
Name: Mark Stidham
Title: President

EXHIBIT C

**LULAROE CONSIGNMENT PROGRAM APPLICATION & AGREEMENT**

Applicant Madison J. Parkinson Co Applicant _____
Address [REDACTED]
City Logan State Utah Zip [REDACTED]
Home Phone# _____ Cell Phone# [REDACTED]
Email Address madison.parkinson@ccsdut.org Birth Date [REDACTED] DL# [REDACTED]
SS# [REDACTED] Sponsor Name Laura Parkinson
Effective Date 06/05/2014

This LuLaRoe Consignment Program Application and Agreement ("Agreement") is made by and between the undersigned ("Consultant") and LuLaRoe, LLC, a California limited liability company ("LuLaRoe"), effective as of the date set forth herein ("Effective Date"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, LuLaRoe may place certain clothing, fashion accessories, or other items ("Product") in the possession of Consultant on a consignment basis for the purpose of resale ("Consignment Product") and Consultant shall, upon possession, be responsible for payment in full of the wholesale price for any Consignment Product so placed in the possession of Consultant under this Agreement or otherwise, subject to the return provisions under this Agreement ("Consignment Program").
2. Consultant shall not own the Consignment Products and title shall not pass to Consultant (or a retail purchaser obtained by Consultant or to any other person) until the wholesale price for the Consignment Products has been paid in full to LuLaRoe. The funds obtained by Consultant from retail sales of the Consignment Product shall be held in trust by Consultant for the benefit of LuLaRoe as to the amount of any wholesale purchase price or other amounts owed to LuLaRoe. Upon the request of LuLaRoe, Consultant shall provide LuLaRoe with a written accounting of Consignment Product in the possession of Consultant, Consignment Product sold by Consultant, and the funds held in trust by Consultant as set forth above.
3. LuLaRoe shall have sole discretion over the quantity or volume of Consignment Product made available to Consultant, but in no instance shall the retail value of the total quantity or volume of Consignment Product provided to Consultant exceed \$5,000.00, unless expressly agreed otherwise in writing by LuLaRoe.

11. The Agreement constitutes the entire agreement between LuLaRoe and Consultant pertaining to the subject matter contained in the Agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties; provided, however, that this Agreement shall include: (i) The LuLaRoe Policies and Procedures, (ii) The LuLaRoe Compensation Plan, (iii) The LuLaRoe Independent Consultant Application and Agreement, (iv) The Business Entity Form, if applicable, all of which are hereby incorporated herein by reference. To the extent that the terms or conditions of any of the foregoing may conflict with the terms or conditions of this Agreement, the terms and conditions of this Agreement shall control. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12. The obligations of Consultant under this Agreement are unique in that the same constitute personal services. If Consultant should default in its obligations under the terms of this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, LuLaRoe, in addition to any other available rights or remedies, may sue in equity for specific performance, without the necessity of posting bond or other security, and Consultant expressly waives the defense that a remedy in damages will be adequate and the requirement of a bond or other security.

13. This Agreement shall be construed in accordance with, and governed by, the laws of the state of California without reference to or application of choice of law or conflict of law rules. This Agreement is deemed to have been entered into, and payment of amounts hereunder will be deemed to be Orange County, California. Therefore, venue for any action arising hereunder shall lie exclusively in Orange County, California.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement to be effective on the Effective Date set forth above.

LuLaRoe:

LuLaRoe, LLC,
a California limited liability company

By: _____

_____, Manager

or Representative

Consultant:

Wade J. Parkerson

(signature)

**LULAROE INDEPENDENT CONSULTANT PROGRAM APPLICATION & AGREEMENT**

Applicant Madison J. Parkinson Co Applicant _____
Address [REDACTED]
City Logan State Utah Zip [REDACTED]
Home Phone# _____ Cell Phone# [REDACTED]
Email Address madison.parkinson@ccsdut.org Birth Date [REDACTED] DL# [REDACTED]
SS# [REDACTED] Sponsor Name Laura Parkinson
Effective Date 06/05/2014

This LuLaRoe Independent Consultant Application and Agreement ("Agreement") is made by and between the undersigned ("Consultant") and LuLaRoe, LLC, a California limited liability company ("LuLaRoe"), effective as of the date set forth herein ("Effective Date"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. LuLaRoe may, subject to the terms and conditions of this Agreement and any other applicable agreement or document incorporated herein by reference, sell to Consultant or to place in the possession of Consultant on a consignment basis, various clothing and fashion accessories ("Product") for the purpose of resale.
2. Consultant shall be an independent contractor in accordance with the provisions of Sections 2750.5 and 3353 of the California Labor Code, and any corresponding provisions of the law of any other state or jurisdiction, and not an employee, franchisee, representative, agent, joint venturer or partner. This Agreement shall not create an employer-employee relationship and shall not constitute a hiring of such nature by any party. Consultant is not authorized to, and shall not obligate LuLaRoe in any way legally or financially.

thereafter automatically renew for successive one-year terms unless terminated by Consultant or LuLaRoe upon no less than thirty (30) calendar days' written notice. If this Agreement is terminated for any reason, Consultant shall not be eligible to purchase Products from LuLaRoe at wholesale prices or make sales on behalf of LuLaRoe or use any intellectual property, including, without limitation, trademarks, styles, or names of LuLaRoe ("Intellectual Property") or any Confidential Information of LuLaRoe. In the event of termination or non-renewal of this Agreement, all rights of Consultant, if any, to any bonuses, commissions, or other compensation, whether or not related the productivity or sales activities of any other consultant, or otherwise, shall terminate. Notwithstanding anything in this Agreement, LuLaRoe reserves the right to immediately terminate this Agreement without notice in the event that Consultant misrepresents Products or LuLaRoe, or the acts of Consultant cause a negative impact on the business or reputation of LuLaRoe.

8. Unless specified in writing otherwise by LuLaRoe, all information provided by LuLaRoe to Consultant is and shall remain confidential ("Confidential Information"). The above Confidential Information shall include, but not be limited to, all customer information, customer and client lists, sales information, wants and needs of customers, agreements, communications, plans, designs, reports, projections, budgets, proformas, or other materials, whether or not furnished or prepared by LuLaRoe or its agents or employees. Consultant 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 LuLaRoe 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 or Intellectual Property, or of any feature, specification, detail or other characteristic contained in or derived from, the Confidential Information or Intellectual Property, except for purposes of performing services hereunder. The parties each acknowledge that the Confidential Information constitutes trade secrets of LuLaRoe within the meaning of and pursuant to the Uniform Trade Secrets Act contained set forth at California Civil Code §3426, et seq., and specifically, without limitation, California Civil Code §3426.1. The parties further acknowledge that this Agreement constitutes reasonable efforts of LuLaRoe to protect and maintain the secrecy and confidentiality of the Confidential Information.

person any right of subrogation or action over or against any party to this Agreement, except as set forth herein.

13. The Agreement constitutes the entire agreement between LuLaRoe and Consultant pertaining to the subject matter contained in the Agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties; provided, however, that this Agreement shall include: (i) The LuLaRoe Policies and Procedures, (ii) The LuLaRoe Compensation Plan, (iii) The LuLaRoe Consignment Program or Credit Application if applicable, (iv) The Business Entity Form, if applicable, all of which are hereby incorporated herein by reference. To the extent that the terms or conditions of any of the foregoing may conflict with the terms or conditions of this Agreement, the terms and conditions of this Agreement shall control. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. Any provision in this Agreement to the contrary notwithstanding, the obligation of Consultant regarding confidentiality and non-circumventions and non-solicitation shall survive for so long as LuLaRoe may, in its sole discretion, consider the Confidential Information to be confidential. If any provision of this Agreement shall, for any reason, be held unenforceable, such provision shall be severed from this Agreement. The invalidity of such specific provision, however, shall not affect the enforceability of any other provision herein, and the remaining provision shall remain in full force and effect.

15. The obligations of Consultant under this Agreement are unique in that the same constitute personal services. If Consultant should default in its obligations under the terms of this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, LuLaRoe, in addition to any other available rights or remedies, may sue in equity for specific performance, without the necessity of posting bond or other security, and Consultant expressly waives the defense that a remedy in damages will be adequate and the requirement of a bond or other security.

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Consultant Check List for Lulaore

- ☒ SEND CONTRACT
- ☒ RECEIVED SIGNED CONTRACT
- ☒ MAKE FILE
- ☒ DEPOSIT MADE AMOUNT AND DATE
- ☐ SWITCH MAILCHIMP
- ☒ SEND WELCOME PACKET
- ☐ FOLLOW UP ON REPS CHECK LIST
- ☐ DELIVER DATE
- ☐ RECEIVED SKIRTS
- ☐ FACEBOOK SET UP
- ☐ INSTAGRAM SET UP
- ☐ GENEALOGY
- ☒ SET UP IN BACK OFFICE

e-invoice
2120

7/2/14
left msg

Delivery Date
Jun - 10 - 2014

