

Independent Solely Jane Consultant Agreement

1. I understand that as an Independent Solely Jane Consultant (“ICCD”) for Solely Jane LLC, (“Solely Jane”, “Company”, “we” or “our”):
 - a. I have the right to offer for sale Solely Jane products and services in accordance with this Independent Solely Jane Consultant Agreement (the “ICCD Agreement”).
 - b. I have the right to enroll others as Independent Solely Jane Consultants.
 - c. If qualified, I have the right to earn commissions pursuant to the Solely Jane Commission Plan (Career Plan).
2. I agree to present the Solely Jane Commission Plan (Career Plan) and Solely Jane products as set forth in official Solely Jane literature.
3. I agree that as a Solely Jane Consultant I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Solely Jane. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF SOLELY JANE FOR FEDERAL OR STATE TAX PURPOSES OR FOR ANY OTHER REASON.** Solely Jane is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers Commission or unemployment security benefits of any kind from Solely Jane.
4. As an independent contractor, I understand that I have no authority to bind Solely Jane to any agreement or contract, and I shall not hold myself out as having actual or apparent authority to bind Solely Jane.
5. I have carefully read and agree to comply with the Solely Jane Policies and Procedures, the Solely Jane Commission Plan (Career Plan), and the ICCD Personal Website and Business Center (Consultant Office) Terms of Use, which are incorporated into and made a part of this ICCD Agreement (these documents shall be collectively referred to as the “Agreement”). I understand that the Agreement may be amended at the sole discretion of Solely Jane, and I agree to abide by all such amendments. Notification of amendments shall be posted on Solely Jane’s website, in my ICCD Business Center, and/or sent via email. Amendments shall become effective 30 days after publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Solely Jane business or my acceptance of bonuses or commissions after the effective date of the amendments shall constitute my acceptance of any and all amendments.

6. Your Solely Jane business shall remain in effect so long as you remain in compliance with the terms of the Agreement and meet the requirements of the Solely Jane Commission Plan (Career Plan) and pay your renewal fee, or until you voluntarily cancel your Solely Jane Agreement.
7. **In the event of cancellation or termination, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.**

Solely Jane reserves the right to terminate all ICCD Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. ICCD may cancel this Agreement at any time, and for any reason, upon written notice to Solely Jane at its principal business address.

8. I may not assign any rights under the Agreement without the prior written consent of Solely Jane. Any attempt to transfer or assign the Agreement without the express written consent of Solely Jane renders the Agreement voidable at the option of Solely Jane and may result in termination of my business.
9. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Solely Jane. I further agree that if I fail to comply with the terms of the Agreement, Solely Jane may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures, which may include the involuntary termination of my Solely Jane independent business.
10. The Parties and their respective parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and the Parties release one another from, all claims for incidental, consequential and exemplary damages for any claim or cause of action relating to the Agreement.
11. I agree to release Solely Jane and its affiliates from all liability arising from or relating to the promotion or operation of my Solely Jane business and any activities related to it (including, but not limited to, the presentation of Solely Jane products or Commission Plan (Career Plan), the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Solely Jane for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
12. The Agreement, in its current form and as amended by Solely Jane at its discretion, constitutes the entire contract between Solely Jane and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. In the event of a conflict between a provision of this ICCD

Agreement and the Policies and Procedures and/or Commission Plan (Career Plan), the provisions of the Policies and Procedures and/or Commission Plan (Career Plan) shall control and be considered to supersede any conflicting provisions herein.

13. Any waiver by either Party of any breach of the Agreement must be in writing and signed by the Party waiving the breach. With respect to Solely Jane, only officers of the Company are authorized to waive any policy. Waiver by one who is not an officer of the Company shall not be binding on Solely Jane. Waiver by either Party of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.
14. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
15. Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, including claims at law or equity, contract-based, tort based, and/or otherwise, shall be settled through confidential arbitration. The Parties waive rights to trial by jury or to any court except as expressly provided herein. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at www.adr.org. Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to ICCDs upon request to Solely Jane's Customer Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:
 - The Federal Rules of Evidence and Federal Rules of Civil Procedure shall apply in all cases;
 - The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days;
 - The Parties shall be allotted equal time to present their respective cases;
 - The arbitration shall be brought on an individual basis by each ICCD and not as part of a class or consolidated action. If the Company initiates arbitration, it may join multiple ICCDs or other parties in such proceeding.

All arbitration proceedings shall be held solely and exclusively in Salt Lake City, Utah. There shall be one arbitrator selected from the panel that the AAA provides. If the Parties cannot agree on a mutually agreeable arbitrator within ten (10) business days of the date the panel list is provided to them, the Parties shall rank the panel arbitrators, beginning with 1 for most preferable, within five (5) business days thereafter and exchange rankings with the other Party. The arbitrator receiving the lowest collective rank shall be appointed as the arbitrator. In the event of a tie, the tying arbitrator selected by the Company shall be appointed. 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 having jurisdiction to enter such judgment. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

Unless otherwise stipulated by all parties thereto, the Parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award;
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in the Agreement shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, temporary restraining order, preliminary or permanent injunction, or other equitable relief available to safeguard and protect the Company's interests and rights prior to, during, or following the filing of any arbitration proceeding.

This arbitration provision and all obligations set forth herein shall not apply to claims asserted by the Company against any individual or entity, including ICCDs, for violation of the Policies and Procedures Section 3.10 (Conflicts of Interest), including but not limited to Sections 3.10.1 (Nonsolicitation) and 3.10.5 (Confidential Information). All such claims shall be brought and adjudicated in the federal or state courts residing in Salt Lake County, State of Utah, U.S.A., to the exclusion of all other venues and fora. The Parties consent to mandatory and exclusive jurisdiction and venue before such courts for all non-arbitrable claims between them.

This Section 16 and the following Section 17 of the ICCD Agreement shall inure to the benefit of the Company and all of its parents, subsidiaries, affiliates, officers, directors, members, managers, agents, employees, attorneys, successors, and assigns, any of whom shall be entitled to invoke or seek enforcement of those Sections, and shall cover all claims asserted against any of them that arise out of or relate to the Agreement.

16. Mandatory and exclusive jurisdiction and venue of any claim, dispute, matter, controversy, or action involving the Company and ICCD that is not subject to arbitration shall be in the federal and state courts residing in Salt Lake County, State of Utah, U.S.A., to the exclusion of all other venues and fora. ICCDs

hereby waive any objection in such actions based on venue or forum non conveniens. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement or the breach thereof, including claims at law or equity, contract-based, tort-based, and otherwise, and including substantive claims or defenses asserted within any arbitration proceeding, without regard to principles of conflicts of laws.

17. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
18. Montana Residents: A Montana resident may cancel his or her ICCD Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time.
19. 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, 389 W 12800 S, Suite 508, Draper, UT 84020 or by emailing the Solely Jane Compliance Department at compliance@solelyjane.com.
20. If either party wishes to bring an action against the other 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 applicable law, whichever is longer. Failure to bring such action within such time shall bar all claims against the other Party for such act or omission. The Parties waive all claims that any other statute of limitations applies.
21. I authorize Solely Jane to use my name, photograph, personal story, testimonial, likeness, and/or any other material that I submit to Solely Jane in its advertising or promotional materials and waive all claims for remuneration for such use.
22. Solely Jane reserves the right to sell its products through other distribution channels at its sole discretion.
23. This Section 23 of this ICCD Agreement shall only apply to ICCDs who are business entities. All members, managers, shareholders, trustees, partners, or others with any ownership interest in the business entity (collectively "Owners") shall be jointly and severally liable for all contracts entered into with Solely Jane. Each Owner is individually bound to and must comply with and agree to the terms and conditions of the Solely Jane Independent Consultant Application and Agreement and all documents incorporated by reference into the Independent Consultant Application and Agreement (collectively the "Agreement"). Violation of the Agreement by any Owner or employee of the Business Entity shall be jointly and severally imputed to the Entity and all Owners of the Entity. Failure to list all Owners of the

business entity, and/or update the Owners of the business entity as ownership changes occur, shall be grounds for disciplinary sanctions as described in the Policies and Procedures. Each Owner certifies that neither he/she, nor any household family member, has any ownership, financial, or equitable interest in, or managerial responsibility for, any other Solely Jane business, and has not had any such interest or responsibility for at least six calendar months prior to submitting this Application and Agreement.

24. This Section 24 of this ICCD Agreement shall only apply to ICCDs who are business entities. Any false information submitted on this Agreement, and/or any breach of this Agreement by any Owner or employee of the business entity, shall be grounds for disciplinary action jointly and severally against the business entity and/or each individual Owner.

25. I certify that I have reached the age of majority in my state of residence.