



LLR INC. INDEPENDENT CONSULTANT PROGRAM APPLICATION & AGREEMENT

Applicant _____ Co Applicant _____

Address _____

City _____ State _____ Zip _____

Home Phone# _____ Cell Phone# _____

Email Address _____ Birth Date _____ DL# _____

SS# _____ Sponsor Name _____

Effective Date _____

This LLR INC. Independent Consultant Application and Agreement (“Agreement”) is made by and between the undersigned (“Consultant”) and LLR INC., a Wyoming corporation, 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. LLR INC. 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 and not an employee, franchisee, representative, agent, joint venturer or partner of LLR INC. 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 INC. in any way legally or financially.

3. CONSULTANT UNDERSTANDS THAT SHE/HE SHALL NOT BE TREATED AS AN EMPLOYEE OF LLR INC. FOR FEDERAL OR STATE TAX PURPOSES. 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 INC. 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.

4. Unless expressly agreed in writing otherwise, LLR INC. shall not provide any travel, equipment, sales materials, or services or other items for the benefit of Consultant. Consultant shall, at its own expense, provide and make arrangement for all travel, equipment, sales materials, services, and other items necessary to perform its duties hereunder. Consultant shall be

responsible for payment of its own expenses, including, but not limited to those items specifically set forth above.

5. Consultant acknowledges that she/he has read and agrees to comply with the LLR INC. Policies and Procedures and the LLR INC. Training Bonus Plan, both of which are incorporated into and made a part of this Agreement. If Consultant has not yet reviewed the Policies and Procedures or Training Bonus Plan at the time that this Agreement is entered into, Consultant understands that they are posted at www.lularoe.com and are also included in Consultant's first order and accessible via Consultant's Back Office login at www.mylularoe.com/login. Consultant agrees that she/he will review the Policies and Procedures and Training Bonus Plan within five days of the effective date of this Agreement. If Consultant does not agree to the Policies and Procedures and/or Training Bonus Plan, Consultant's sole recourse is to notify LLR INC. and cancel the Agreement within such time period. Failure to cancel constitutes Consultant's agreement to the Policies and Procedures and Training Bonus Plan.

6. Consultant will not make claims or representations of potential income derived from the bonus or commission structure of LLR INC. and that any examples given will be used only to explain the program and not as an enticement to enroll consultants or others. LLR INC. shall not pay any compensation for enrolling consultants or others.

7. Consultant agrees 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 Consultants. LLR has established its 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 Consultants. Selling LLR products at less than the suggested retail prices does damage to both of these goals. While 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 Consultants, the Company encourages all Consultants to adhere to the pricing structure that it has established. Further, where advertising by Consultants is permitted (see Sections 3.5 and 3.12.11 of the Policies and Procedures), 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.

8. LLR INC. 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 INC. may not change the terms or conditions regarding compensation for any Product actually sold to or placed in the possession of Consultant. The Policies and Procedures, Leadership Bonus Plan and Wholesale Pricing Structure of LLR INC. may, subject to the terms and conditions of this Agreement, be amended at the sole discretion of LLR INC. Notification of amendments shall be sent to Consultant by email, posted on LLR INC.'s website, and posted in Consultant's Back Office. Amendments shall become effective 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 INC. business 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.

9. The term of this Agreement is one year from the Effective Date or the date of its acceptance by LLR INC., whichever shall occur last. This Agreement shall thereafter automatically renew for successive one-year terms unless terminated by Consultant or LLR INC. 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 LLR INC. at wholesale prices or make sales on behalf of LLR INC. or use any intellectual property, including, without limitation, trademarks, styles, or names of LLR INC. ("Intellectual Property") or any Confidential Information of LLR INC. 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, LLR INC. reserves the right to immediately terminate this Agreement without notice in the event that Consultant misrepresents Products or LLR INC., or the acts of Consultant cause a negative impact on the business or reputation of LLR INC. LLR INC. reserves the right to terminate this Agreement upon 30 days' notice to Consultant in the event LLR INC. elects to: (a) cease business operations; (b) dissolve as a business entity; or (c) terminate the distribution of its products via direct selling channels.

10. Unless specified in writing otherwise by LLR INC., all information provided by LLR INC. 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 INC. 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 LLR INC. 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 INC. within the meaning of and pursuant to the Uniform Trade Secrets Act contained set forth at Wyoming Code § 40-24-101, et seq., 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 INC. to protect and maintain the secrecy and confidentiality of the Confidential Information.

11. 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 INC., without the prior written permission of LLR INC. 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 INC. and any third party, without the prior written consent of LLR INC. Consultant shall not use

any third party intermediaries or other devices to avoid or defeat the foregoing non-circumvention covenants.

12. Consultant shall not, subject to the terms and conditions of this Agreement pertaining to survival or otherwise, solicit or employ or engage any of LLR INC.'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 LLR INC.

13. Consultant acknowledges that LLR INC. does not represent that Consultant can earn any amount hereunder, whether or not in excess of any initial payment made by Consultant, or that there is a market for the Product. LLR INC. does not maintain or enforce exclusive sales areas or territories for the benefit of Consultant.

14. 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.

15. The Agreement constitutes the entire agreement between LLR INC. 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 LLR INC. Policies and Procedures, (ii) The LLR INC. Training Bonus Plan, (iii) The LLR INC. Initial Inventory Fund 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.

16. 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 LLR INC. 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.

17. 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, LLR INC., 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.

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

19. In the event of any breach of the Agreement (including the Policies and Procedures) Consultant agrees that LLR INC. may, at its discretion, impose upon Consultant disciplinary sanctions as set forth in the Policies and Procedures. 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 INC. 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 INC.

20. LLR INC., its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and Consultant releases and holds harmless LLR INC. 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 and hold harmless LLR INC. and its affiliates from all liability arising from or relating to Consultant's promotion or operation of Consultant's LLR INC. business and any activities related thereto (e.g., the presentation of LLR INC. products or Training Bonus Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agrees to indemnify LLR INC. for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that Consultant undertakes in operating Consultant's independent LLR INC. business.

21. This Agreement will be governed by and construed in accordance with the laws of the State of Wyoming without regard to principles of conflicts of laws. In the event of a dispute between Consultant and LLR INC. 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 INC. 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.

22. 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 its intellectual property rights, 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 to exclusive jurisdiction and venue before the U.S.

District Court for the District of Wyoming, or state court residing in Laramie County, State of Wyoming.

23. 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.

24. **A participant in this 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.**

25. Consultant authorizes LLR INC. to use Consultant's name, photograph, personal story, and/or likeness in advertising and promotional materials and waives all claims for remuneration for such use.

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

LLR INC.,
a Wyoming corporation

By: _____

(Title)

Consultant:

(signature)