This Independent Business Owner E-MARKETING SUITE AGREEMENT ("Agreement") is made between Stella & Dot LLC ("Stella & Dot") and you as an Independent Business Owner ("Independent Business Owner" or "Business Owner") of Stella & Dot Family Brands ("Stella & Dot Family Brands").

WHEREAS, you have agreed to promote and sell products of Stella & Dot Family Brands by executing a separate Stella & Dot Family Brands Independent Business Owner Agreement (the "Business Owner Agreement"), which governs the terms and conditions of your provision of services to Stella & Dot as an Independent Business Owner.

WHEREAS, this Agreement covers the implementation and provision of your E-marketing Suite by Stella & Dot and serves as an addendum to the Business Owner Agreement.

WHEREAS, the terms of this Agreement shall be made valid as an addendum to the original Business Owner Agreement, and all other terms of the Business Owner Agreement shall remain in full force and effect.

NOW, THEREFORE, for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. Services.
Stella & Dot has designed a uniform web site for Business Owners (the "Business Owner Web Site"), and Stella & Dot has contracted with vendors ("Vendors") to furnish web site design and hosting services and app services for the Business Owner Web Site along with other related computer and technical services to be used exclusively in your business of promoting and selling Stella & Dot Family Brands’ products, which shall include the following (collectively referred to herein as the “Services”):
   a. Business Owner Web Site;
   b. DOTTIE mobile app, where applicable;
   c. Stella & Dot Family Brands Invitation System, where applicable;
   d. ability to be searchable on Stella & Dot Family Brands’ corporate web site(s); and
   e. ability to receive corporate Business Owner leads (provision of such leads are not guaranteed by Stella & Dot).

2. The Web Site.
You will have an opportunity to customize a portion of the Business Owner Web Site. You may not alter uniform portions of the Business Owner Web Site. Stella & Dot, in its sole discretion, reserves the right to alter or modify the design of the Business Owner Web Site, including customized portions, from time to time. Stella & Dot may change, suspend, or discontinue any aspect of the Business Owner Web Site at any time, including hours of operation or availability of the Business Owner Web Site or any feature, without notice and further obligations to you.

3. User Names and Passwords
   a. When signing up to access certain features of the Business Owner Web Site or participate in certain activities run on or through the Business Owner Web Site, you represent and warrant that any information you provide about yourself is true and that you will maintain and promptly update such information to keep it true and current.
   b. If you are given a username and/or a password for the purpose of accessing certain features of the Business Owner Web Site or participating in certain activities run on or through the Business Owner Web Site, you are responsible for all activities conducted under that username or password, and you will take all necessary steps to ensure that no one other than you (or your authorized agents) uses that username or password and that that password is kept confidential. If you have any reason to believe that any password assigned to you has become known to or been used by any other person, you will inform Stella & Dot immediately.
   c. You will be asked to suggest one or more usernames when you register with the Business Owner Web Site. Please note that the assignment of a username to you is in Stella & Dot’s sole discretion. As well, Stella & Dot may, at any time, change any username or password assigned by Stella & Dot to you. Stella & Dot will notify you when it does so.
4. Payment.
To access and use the Services, including the Business Owner Web Site, you agree to accept one of the following pay terms and pay the following fees (“Fee”):

1) U.S. Stella & Dot Business Owners:
(a) A three (3)-month fee of $39.00 USD; or
(b) annual fee of $129.00.

2) U.S. KEEP COLLECTIVE Business Owners:
(a) A monthly fee of $9.99; or
(b) A three (3)-month fee of $29.00; or
(c) An annual fee of $99.00.

Payment is due prior to the provision of the Services. Payment will be processed online via a credit or debit card approved for processing by Stella & Dot. The Services start on the day payment is processed (“Effective Date”) and the Services will be available to add customized Business Owner Content (as defined below) at this time. The Fee will be charged automatically on the renewal date after Business Owner’s Effective Date, based on payment terms selected. Stella & Dot reserves the right on thirty (30) days’ notice to adjust the Fee, and any such adjustment will take effect on the next charge to you following the notice, unless you advise in writing that you are cancelling the Service before the charge is applied.

5. Termination.
This Agreement will terminate with no right of refund as follows: (a) immediately upon termination of the Business Owner Agreement by either you or Stella & Dot; (b) upon written notice by Business Owner; provided, however, that if such notice is provided no later than ten (10) days into the applicable subscription period (notice later than ten (10) days will result in another Fee charge); (c) upon thirty (30) days’ written notice to Stella & Dot; (d) upon your failure to pay the Fee, such termination to be effective within fourteen (14) days of the missed payment due date; (e) immediately upon Stella & Dot’s determination, in its sole discretion, that you have misused the Services or otherwise breached this Agreement; (f) in the event that Stella & Dot is no longer able to provide Services due to the requirements of Vendors; or (g) in Stella & Dot’s sole discretion based on business needs and circumstances. If you choose to terminate this Agreement pursuant to Section 5(b), you will no longer have access to the Services immediately effective upon such termination; however, you may still review open orders relating to events and preferences.

a. You may post Business Owner-provided images, pictures, photographs, illustrations, text, video, materials and other information (“Business Owner Content”) on the Business Owner Web Site and the Services generally, as applicable. Business Owner Content does not include Stella & Dot Content, as addressed in Section 7(a) hereof, or customer contact information, comments, sales information, down line information and other data related to doing business as a Business Owner (“Business Data”) which is addressed in Section 7(b) hereof. You are solely responsible for Business Owner Content, and by submitting such content, you affirm, represent and warrant that you: (i) own all right, title and interest to Business Owner Content or that you have the necessary licenses, rights and permission to use and to authorize Stella & Dot to use all patent, trademark, copyright or other proprietary rights in and to any and all Business Owner Content in accordance with this Agreement; and (ii) you have the written consent, release and permission of any and all identifiable persons or their guardians (if a minor) in the Business Owner Content to use their name and likeness therein.

b. By submitting Business Owner Content, you grant Stella & Dot and its respective subsidiaries, affiliates, successors and assigns, and to such other persons as Stella & Dot may designate from time to time, a worldwide, non-exclusive, royalty-free, transferable, perpetual, right to use, publish, distribute, reproduce, make derivative works, display, perform, modify, and exploit the Business Owner Content, in whole or in part, for any purpose without compensation to you, including on the Business Owner Web Site, such as promoting the Business Owner Web Site and Stella & Dot’s business, along with incidental uses or any lawful purpose related thereto, in any media now known or hereafter discovered or developed. In addition, you hereby grant each user of the Service, including but not limited to Stella & Dot’s employees, contractors and authorized agents, Hostesses and other Business Owners, a non-exclusive license to access Business Owner Content through the Business Owner website.
c. You hereby waive any rights you may have regarding Business Owner Content being altered or manipulated in any way that may be objectionable to you. In addition, you waive and agree not to enforce any and all rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “Moral Rights”), including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

d. You agree to use the Services for the sole purpose of promoting Stella & Dot and its products and opportunities. Business Owner will not use the Services to promote any other products or services, particularly products or services that are competitive with Stella & Dot products or services.

e. You will customize the Services in a manner that is consistent with maintaining Stella & Dot’s image and reputation that reflects the highest standards of integrity, responsibility and professionalism, and that will professionally represent your business and Stella & Dot career opportunity.

f. You will represent yourself as an independent contractor on any of the Services, including but not limited to the Business Owner Web Site.

g. With respect to the Service, you agree not to:
   1. link or frame the Business Owner Web Site with any other web sites;
   2. attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Services, user accounts, or the technology and equipment supporting the Services;
   3. use data mining, web crawlers, robots, or other data gathering devices on or through the Services, unless specifically allowed by this Agreement;
   4. post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity, in compliance with the Business Owner Policies & Procedures;
   5. when posting any materials to the Business Owner Web Site, forge headers or otherwise manipulate other identifiers in order to create the impression that another person posted the materials;
   6. use the Business Owner Web Site or the Services to either directly or indirectly interfere with, disrupt or damage the Business Owner Web Site, the Services, the server(s) on which they are hosted, the networks connected to them or any other user’s access to the Business Owner Web Site or the Services;
   7. access services or tool made available on or through the Business Owner Web Site or the Services using an interface other than the one made available on the Business Owner Web Site by Stella & Dot;
   8. collect or store personally identifying information about other users of the Business Owner Web Site or the Services for any purposes unrelated to the Business Owner Web Site or that are illegal or unlawful;
   9. sell, transfer, or assign any of Business Owner’s rights to use the Services to a third party without Stella & Dot’s express written consent;
   10. post advertising or marketing links or content, except as specifically allowed by this Agreement;
   11. use the Services in an illegal way or to commit an illegal act in relation to the Services or that otherwise results in fines, penalties, and other liability to Stella & Dot or others; or
   12. access the Services from a jurisdiction where it is illegal or unauthorized.

h. You agree that you will not post or upload to the Business Owner Web Site or the Services or otherwise make accessible or transmit on or through the Business Owner Web Site or the Services any Business Owner Content or links to content that:
   1. is illegal, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of privacy or publicity rights, hateful (racially, sexually, ethnically or otherwise) or victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability;
   2. solicits from other users any passwords or personal information for commercial or unlawful purposes;
   3. contains software viruses or any other computer code, files or programs designed to or which may interrupt, destroy or limit the functionality of any computer software or

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hardware or telecommunications equipment or any other similarly destructive activity;

4. promotes illegal activity including without limitation the provision of instructions for any illegal activity;

5. transmits under any law or regulation or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under a non-disclosure agreement); or

6. infringes or contributes to the infringement of any intellectual property, industrial or other proprietary rights, protected or protectable, under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, all copyrights, moral rights (including rights of attribution and rights of integrity), trade-marks, service marks, trade names, logos, brand names and other identifiers, and trade secrets of any party.

i. You agree to conduct all other online marketing activities for the marketing of your Stella & Dot Family Brands-related business in accordance with the Business Owner Agreement, including the Business Owner Policies & Procedures.

j. The views, opinions, recommendations, and comments submitted by you and any other content contained in the Business Owner Content are solely your own and also your responsibility. Stella & Dot does not endorse and expressly disclaims any and all liability in connection therewith.

k. You acknowledge and agree that Stella & Dot has the right, in its sole discretion, but not the obligation, to review, post, store or otherwise use Business Owner Content on the Services and for any other purposes. Stella & Dot, at its sole discretion, for any reason, including but not limited to, any violation of this Agreement by you, and without prior notice, may (i) refuse to post or allow to be posted or stored any Business Owner Content; (ii) alter any Business Owner Content, at any time, prior to or after posting or storing; and (iii) remove any Business Owner Content from the Services at any time.

7. Data Rights.

a. Stella & Dot Content.

Stella & Dot retains all ownership of any designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other Stella & Dot content used to provide the Services, other than Business Owner Content (“Stella & Dot Content”). All Stella & Dot Content and its compilation will remain the sole and exclusive property of Stella & Dot, including but not limited to Business Data. Nothing in this Agreement will be construed to grant any ownership interest, including a license, in any Stella & Dot Content. Stella & Dot authorizes you, subject to this Agreement, to access and use the Services, including the Business Owner Web Site, and Stella & Dot Content solely for the uses described in this Agreement, at Stella & Dot’s discretion. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of the Stella & Dot Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original Stella & Dot Content on any copy you make of the Stella & Dot Content. “Stella & Dot LLC,” the Stella & Dot logo, “KEEP Collective”, the KEEP Collective logo, “EVER” and the EVER logo and other Stella & Dot Family Brands logos and product and service names are or may be trademarks of Stella & Dot (the “Stella & Dot Marks”). Without Stella & Dot’s prior written permission, and except as solely enabled by any link as provided by Stella & Dot, you agree not to display or use the Stella & Dot Marks in any manner.

b. Business Data.

Business Data is owned at all times by Stella & Dot. However, as long as you have a current Business Owner Agreement and E-marketing Suite Agreement in effect, and is in compliance with all of the terms thereunder and hereunder, then you shall have the right to use Business Data to operate as an Independent Business Owner.

8. Disclaimer of Warranty.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICES OR BUSINESS OWNER WEB SITE IS AT YOUR SOLE RISK, AND THE SERVICES OR BUSINESS OWNER WEB SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO

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PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SERVICES OR BUSINESS OWNER WEB SITE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (I) THE SERVICES OR BUSINESS OWNER WEB SITE WILL MEET BUSINESS OWNER’S REQUIREMENTS, (II) THE SERVICES OR BUSINESS OWNER WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR BUSINESS OWNER WEB SITE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE SERVICES OR BUSINESS OWNER WEB SITE WILL MEET YOUR EXPECTATIONS, (IV) ANY ERRORS IN THE SERVICES OR BUSINESS OWNER WEB SITE WILL BE CORRECTED AND (V) ACTIONS OR OMISSIONS OF STELLA & DOT’S VENDORS OR OTHER THIRD PARTIES; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR BUSINESS OWNER WEB SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. “RELEASED PARTIES” INCLUDE STELLA & DOT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS.

9. Limitation of Liability.
   A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (I) THE USE OR THE INABILITY TO USE THE SERVICES OR BUSINESS OWNER WEB SITE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SERVICES OR BUSINESS OWNER WEB SITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SERVICES OR BUSINESS OWNER WEB SITE; (V) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY RELEASED PARTIES; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICES OR BUSINESS OWNER WEB SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.
   b. TO THE FULLEST EXTENT POSSIBLE BY LAW, IN NO EVENT SHALL RELEASED PARTIES’ TOTAL COLLECTIVE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY YOU TO RELEASED PARTIES DURING THE PRIOR SIX (6) MONTH PERIOD.

10. Relationship with Other Agreements.
    This Agreement will be considered to be in addition to the Business Owner Agreement and any and all Stella & Dot Business Owner Policies & Procedures you are bound by. Nothing in this Agreement will be deemed to be a waiver or cancellation of the provisions of any other agreement between Stella & Dot and Business Owner or the stated policy and procedures of Stella & Dot. You reaffirm your commitment to be bound by the terms and conditions of the most current Business Owner Agreement. In the event of a conflict between this Agreement and the Business Owner Agreement (or any portion thereof), the conflicting terms of the Business Owner Agreement shall prevail.

11. Assignment.
    You may not transfer or assign this Agreement, and all attempted assignments by you are void. Stella & Dot may assign this Agreement at any time.

    Stella & Dot shall not incur any liability to Business Owner on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the
parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, and shall also include delays in or failure or suspension of the Services caused, directly or indirectly, by mechanical or power failure, computer malfunctions (including, without limitation, software, hardware and firmware malfunctions).

13. **Entire Agreement; Amendment; Severability; Waiver.**

This Agreement, along with the Business Owner Agreement (including all attachments, exhibits, addendums and other documents referenced therein) constitutes the entire agreement between the parties with respect to the Services and there are no representations, understandings, or agreements which are not fully expressed in this Agreement. Stella & Dot may amend this Agreement from time to time without notice. Continued use of the Services constitutes your binding acceptance of the current Agreement at that time. If any provision of this Agreement is determined to be invalid under any applicable rule of law, such a determination will not affect the remaining portions of this Agreement. The waiver of failure of either party to exercise any right in any respect provided for in this Agreement will not be deemed a waiver of any further right in this Agreement.

14. **Notices.**

The parties agree that notices relating to or required by this Agreement may be provided by electronic mail or by written notice deposited in the United States mail and shall be deemed given (a) immediately if by electronic mail or (b) if by mail, three (3) business days after mailing.