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Starter Kit Order Form

PO Box 550
Riverton, UT 84065-0550

SEE REVERSE SIDE FOR BUYER'S RIGHT TO CANCEL.

NEW DEMONSTRATOR INFORMATION

NAME: _____ TELEPHONE NUMBER: [] _____

PAYMENT TYPE: CASHIER'S CHECK MONEY ORDER CREDIT CARD: VISA MASTERCARD DISCOVER

CREDIT CARD NUMBER: _____ CREDIT CARD EXPIRATION DATE: _____

AUTHORIZED CARDHOLDER SIGNATURE: _____ BILLING ADDRESS ZIP CODE: _____

Starter Kit

At Stampin' Up!, your Starter Kit is as unique as you are! Your kit includes business supplies (valued at least \$35) as well as catalog merchandise of your choice up to \$125.

Business Supplies

Your Starter Kit includes these business supplies

- Annual catalogs (8)
- Guest invitation postcards (100)
- Host envelopes (10)
- Seasonal catalogs (8) (when available)
- Customer Order Form (50)
- Stampin' Success magazine

Choose your catalog merchandise (up to \$125 retail price)

ITEM CODE	DESCRIPTION	QTY.	PRICE	TOTAL

NOTE: You must submit a complete and signed Independent Demonstrator Application (IDA) with this order.
Please make a copy of this order form for your records.

TOTAL MERCHANDISE ORDERED	\$
Amount Due	
A. Starter Kit (over \$160 in product and business supplies)	\$99
B. Shipping and handling	FREE!
C. Sales tax (%)	\$
D. Subtotal (A+C)	\$
E. Stampin Rewards Starter Kit Code (optional)	\$
Total payable to Stampin' Up! (D-E) (No personal checks accepted)	\$



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Buyer's Right to Cancel

Date of Transaction: _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS* from the above date.

If you cancel, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, to _____ [Name of seller], at _____ [address of seller's place of business] NOT LATER THAN MIDNIGHT OF _____ [date].

I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

(Buyer's signature) _____

*Customers residing in Alaska have FIVE BUSINESS DAYS within which to cancel this transaction. Buyers age 65 or older who reside in North Dakota have 15 BUSINESS DAYS within which to cancel orders for products with a purchase price greater than \$50.

Proprietary Rights in Trademarks and Copyrights Stampin' Up! designs are protected by federal trademark and copyright registrations. Permission is not granted to mechanically reproduce stamped images. Purchasers of Stampin' Up! products are authorized to sell hand-stamped artwork made with our copyrighted designs only in accordance with Stampin' Up!'s Angel Policy, a copy of which can be found on the Stampin' Up! website (www.stampinup.com), or obtained from a Stampin' Up! demonstrator. The Stampin' Up! logo may be used in accordance with Stampin' Up!'s Logo Usage Guidelines, which can be found on the demonstrator website.

Ordering All Stampin' Up! products may only be purchased through a Stampin' Up! demonstrator. Demonstrators are independent contractors and are not employees of Stampin' Up! Your demonstrator will provide you with a copy of your order. Please remember to retain this copy for your personal records.

Delivery We ship through UPS or the best carrier available. Product is usually shipped to deliver within seven business days from the date the order is received from the demonstrator at the offices of Stampin' Up! Stampin' Up! shall not be liable for any delay in shipment that is caused in whole or in part by circumstances beyond Stampin' Up!'s control.

Guarantee We guarantee products to be free from manufacturing defects for a period of 90 days after the shipping date. Missing items, incorrect shipments, and defective or damaged merchandise must be reported to your demonstrator within 90 days of the shipping date to obtain a replacement. This guarantee does not cover merchandise damaged through accident or misuse. If you should require assistance, please contact your demonstrator.

Exchanges and Refunds New, unused merchandise may be exchanged at no charge within 90 days of the shipping date. The merchandise must be in the current catalog and in original shipping condition. Stamps that have been assembled cannot be exchanged. Sorry, we do not offer cash refunds. If you should require assistance, please contact your demonstrator.

Limitations Stampin' Up! reserves the right to substitute merchandise of similar quality and value for items that are discontinued or out of stock. Also, actual stamps may vary slightly in size from the images shown in this catalog, and this shall not be deemed a manufacturing defect.



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Independent Demonstrator Application

DATE: _____

P.O. Box 550
Riverton, UT 84065-0550

Check here if indicating change of information only

Check here if you have previously been a Stampin' Up! demonstrator

Note: Please print clearly with blue or black ink.

Submit signed copies of both the agreement and application.

APPLICATION FOR INDEPENDENT DEMONSTRATOR (Must be new demonstrator's information)

NAME: LAST: _____ FIRST: _____ MIDDLE: _____

MAILING ADDRESS: _____

CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE + 4: _____

SHIPPING ADDRESS (NOT A P.O. BOX): _____

CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE + 4: _____

TAX RATE: _____% INSIDE CITY LIMITS? YES NO

EMAIL: _____

DAYTIME TELEPHONE: [] _____ HOME TELEPHONE: [] _____ MOBILE: [] _____

By my signature below, I acknowledge I am at least 18 years of age and I agree to be bound by the terms of the attached Independent Demonstrator Agreement, which I have carefully read.

SIGNATURE: _____ SOCIAL SECURITY #: _____ DATE: _____

ADDITIONAL INFORMATION (Optional)

LANGUAGE | PRIMARY ENGLISH SPANISH SECONDARY: ENGLISH SPANISH DATE OF BIRTH: _____

GENDER: MALE FEMALE

APPLICATION FOR SUPPORTING INDEPENDENT DEMONSTRATOR (Must be legal spouse. See Section 7 attached.)

NAME: LAST: _____ FIRST: _____ MIDDLE: _____

SIGNATURE: _____

SOCIAL SECURITY #: _____ DATE: _____

TEAM LEADER INFORMATION (Recruiter cannot be the legal spouse of the applicant.)

RECRUITER'S NAME: LAST: _____ FIRST: _____ MIDDLE: _____

MAILING ADDRESS: _____

CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE + 4: _____

DEMONSTRATOR #: _____

TELEPHONE #: [] _____

EMAIL: _____

As the recruiter, I understand that the company advises I assist the above applicant in becoming a successful independent demonstrator with training in product-usage techniques, sales techniques, business-building techniques, company procedures, company policies, and proper completion of order forms, for our mutual success.

SIGNATURE: _____ DATE: _____

STAMPIN' UP! USE ONLY

APPLICATION APPROVED BY: _____ DATE: _____

KIT KEYED BY: _____ DATE: _____

DEMONSTRATOR KIT NUMBER: _____ DEMONSTRATOR NUMBER ASSIGNED: _____



Stampin' Up!®

INDEPENDENT DEMONSTRATOR AGREEMENT STAMPIN' UP! INC.

This Agreement is made this ___ day of _____, 20___, by and between Stampin' Up! Inc., a Utah corporation having an address of 12907 South 3600 West, Riverton, Utah 84065 (the "Company"), which is engaged in the production and marketing of decorative rubber stamps, scrapbooking and paper-crafting supplies, and related products (hereinafter referred to collectively as the "Company Products"), and Applicant ("I" or "me"), who agree as follows:

1. **Qualification as Independent Demonstrator.** I desire to be an authorized Stampin' Up! Independent Demonstrator ("Demonstrator") and certify that I am of the age of majority in the state in which I live, that I possess a valid Social Security number, and that I have a permanent address in the United States. I understand that I may conduct my business (hereinafter referred to as a "Demonstratorship") as an independent demonstrator through a business entity as explained in the *Demonstrator Policies* document, which is available online at www.stampinup.com, but I may not operate more than one Demonstratorship at one time.
2. **Independent Status; Taxes.** I acknowledge and agree that Demonstrators are independent contractors with control over the scope, methods, and manner of their business activities. I understand that the Company will treat me as an independent contractor under the provisions of the Internal Revenue Code, Social Security Act, Federal Unemployment Act, Federal Insurance Contribution Act, worker's compensation laws, and any state unemployment act or any other federal, state, or local ordinances, rules, or regulations. I agree to be fully responsible for the payment of all applicable federal, state, and local income, sales, use, unemployment, worker's compensation, Social Security, and other taxes, premiums, license requirements, and fees attributable to my Demonstratorship and the earnings from my Demonstratorship. In those jurisdictions where the Company is so licensed, I authorize the Company, on my behalf, to collect and remit to the applicable governmental agencies all sales and use taxes assessed on my purchases and resale of Company Products. I understand that I have no right, power, or authority to incur any debt, obligations, or liability on behalf of the Company, to employ or engage others on behalf of the Company, or to bind the Company to any agreement of any kind whatsoever without the express written approval of the Company.
3. **Insurance Liability and Assumption of Risk.** I agree to keep in force all liability, business, and vehicle insurance with such coverage and in such amounts as are required by law or as are reasonable as prudent business practice. I understand that while traveling to or from Company-related meetings, events, workshops, or gatherings, I am doing so as a part of my independent business and not in any manner as an employee, agent, or functionary of the Company, notwithstanding the fact that my attendance may be based in whole or in part on an invitation from, or agreement with, the Company to attend. I assume all risk and responsibility for such travel.
4. **Starter Kit.** I agree to purchase an Independent Demonstrator Starter Kit composed of Company Products selected in whole or in part, by the Company, for use in sales demonstrations. The Demonstrator Starter Kit is offered at a special price determined by the Company, and I understand that it is for my personal use only and may not be resold.
5. **Responsibilities as a Demonstrator.** I agree to operate my Demonstratorship ethically and honestly, in accordance with this Agreement, the *Demonstrator Policies* document, and any successor documents, the terms and conditions of which are incorporated herein by reference, and in full compliance with all federal, state, and local laws and regulations. I will exercise reasonable care and good judgment in the promotion of Company Products and the Company and will be respectful and courteous towards other Demonstrators, customers, and Company staff at all times. I will not use any of the Company's current or after acquired trademarks or any confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake, or deception as to the source of the products or services advertised, nor engage in any activity that would tend to disparage the copyrights, trademarks, patents, trade secrets, or reputation of the Company. I agree to provide my recruits with leadership training and direction as explained in the *Demonstrator Policies* document. My activities will be in line with the Company's sales, recruiting, and incentives programs as announced from time to time. I agree to the following requirements:
 - (a) I will be subject to applicable deadlines, quarterly minimum sales requirements, and cutoff periods established by the Company;
 - (b) I will notify customers of their right of rescission and will provide a "right to cancel form" to the customer at the time of any sale of Company Product;
 - (c) I will inform hosts, customers, and potential recruits of current Company-sponsored specials, incentives, and/or rewards so as to not deliberately overcharge or deny hosts, customers, or potential recruits any special pricing or benefits to which they may be entitled;
 - (d) I will submit orders under my name only [if I have obtained such orders directly from customers] and I will submit customers' orders in a timely manner (in seven (7) or fewer days after receiving payment from the customer); and
 - (e) I will deliver customers' orders, if shipped to me, in a timely manner, in any event no more than seven (7) days after receiving the shipment.
6. **Territory.** I understand there are no geographical or territorial restrictions imposed upon me by the Company, other than restricting sales and recruiting to the designated selling territory, which is currently limited to the 50 states of the United States of America, the District of Columbia, and United States Territories. I will not sell, solicit, place orders, deliver orders, recruit, or conduct any activities relating to my Demonstratorship outside of this territory. I understand that I am permitted to sell outside the designated selling territory only as allowed under the International and Military Activities policy in the *Demonstrator Policies* document. I may only have one Demonstratorship within the Territory.

7. **Spouse/Domestic Partner.** I understand that my spouse (or partner in a domestic or civil union as allowed by the laws of the state in which I reside):

- (a) may not be a member of my team or any other Demonstrator's team;
- (b) may participate in my Demonstratorship only as a Supporting Demonstrator;
- (c) shall be subject to all the terms and conditions of this Agreement and the Demonstrator Policies document; and
- (d) may actively participate in product ordering, sales, and related activities.

A Demonstrator may operate or have an ownership interest, legal or equitable, in only one Demonstratorship within the Territory, and no individual may have, operate or receive compensation from more than one Demonstratorship. All rights of my Supporting Demonstrator with the Company are derived through me, and the rights of my Supporting Demonstrator shall terminate upon termination of my Demonstratorship. My Supporting Demonstrator shall not be entitled to separate or independent notice from the Company of any modification or termination of my Demonstratorship. Upon termination of my Demonstratorship, neither my Supporting Demonstrator nor I may sign up as a member of another team for ninety (90) days from the date of termination. My Supporting Demonstrator may not assume my Demonstratorship upon my death or disability, unless such policy is permitted by the law of the state in which I reside.

8. **Company's Commitment to Workshop Demonstration Method of Sale.** I understand and acknowledge that the Company is committed to workshop demonstrations and related methods (as defined in the demonstrator handbooks and policy documents) as the most suitable means of promoting the Company's Products. Consequently, I agree that I will not sell or demonstrate Company Products at or through permanent retail establishments. Furthermore, I agree to conform my activities on the Web with the Company's Internet/Website policy.

9. **Restrictions on Representation of Competing Companies or Products:** I understand that as an independent contractor, I am free to conduct my business in such manner as I deem appropriate. I *also understand that* the value of my Demonstratorship and the Demonstratorships of others, as well as Company Products, is in large part dependent upon my obligation to refrain from promoting or selling **competing products of other companies and engaging in recruitment that** competes with my sale of Company Products. Accordingly, I agree to the following:

- (a) Non-Competition: I will not represent or assist any other person or entity in promoting, selling or marketing non-Stampin' Up! products or services within the Territory that directly compete with those of the Company by selling decorative stamps (in any form), stamp art accessories, scrapbooking products, or papercrafting products.
- (b) Company-Organized Events: While participating in or involved in any Company-organized events such as training events or incentive trips, I understand that unless otherwise allowed by the Company, I will not represent or assist any other person or entity in promoting, selling, or marketing non-Stampin' Up! products or services, nor will I encourage or promote the recruitment of persons for other companies at such events. I understand that this restriction applies to all meetings and gatherings, whether official or unofficial, held in connection with the Company-organized event.
- (c) Demonstrator-Organized Events: I understand that workshops, stamp camps, and other such events that I may organize or which may be arranged by other Demonstrators are an important forum for the purposes of promoting, marketing, and selling Company Products, as well as recruitment of new Demonstrators. I understand that an exclusive selling environment is an important part of protecting my business and the experience and benefits to a host. Accordingly, I will refrain from using such events to promote, market, or sell the products of other companies (direct or retail sellers) who offer similar products, which include: decorative stamps (in any form), stamp art accessories, scrapbooking products, and papercrafting products. I understand that the definition of similar products may change as the products of the Company change and that I must be prepared to conform and limit my selling and marketing of products accordingly. Promoting, marketing, and selling are defined as receiving direct compensation in any form for such.
- (d) Demonstrator Business Web Services (DBWS): The DBWS has been developed by the Company to assist me with selling and recruiting. Accordingly, any content that I include in my DBWS shall be devoted to the promotion, marketing, and sale of Company Products and recruitment of new Demonstrators.
- (e) Electronic Communications: I will not use social networking sites such as "Facebook" and "Twitter;" video sites such as "YouTube" and "Google Video;" and blogging sites to promote, market, or sell the products of other companies (direct or retail sellers) who offer products similar to Company Products, including decorative stamps (in any form), stamp art accessories, and scrapbooking products.
- (f) Brand Protection: I understand that the Company has invested considerable resources into developing and promoting its name, brands, logos, Company Products, and programs, and I agree to refrain from using the Company's drawing power (defined as the Company's name, logo, products, or events) or team or customer lists, whether at Company events or otherwise, to promote or sell products of other companies.
- (g) Non-Disparagement: I will make no disparaging, misleading, inaccurate, or unfair statements, representations, or claims with regard to Company Products, the Company or its activities and services.
- (h) Angel Policy: I will not mass produce works created using Company Products for commercial resale, except as permitted in accordance with the "Angel Policy" or the *Demonstrator Policies* document.
- (i) Ownership of Related Business: I acknowledge and agree that I am prohibited from having any ownership interest (meaning ownership of greater than 5.0% of the stock or membership or other ownership interest) in a business that sells products that are the same as or similar to

Company Products or which provides services focused on promoting, marketing or selling such products. I further acknowledge that I am ineligible to be a Demonstrator if my spouse (or partner in a domestic or civil union as allowed by the laws of the state in which I reside) or my Supporting Demonstrator owns, in whole or in part (meaning greater than 5.0% of the stock or membership or other ownership interest), a retail or wholesale business whose principal products are similar to Company Products or whose business is the sale of products to the arts and crafts industry generally.

- (j) Representation of Directly Competitive Companies: I understand that I cannot be a Stampin' Up! Demonstrator and at the same time be a distributor, demonstrator (or the equivalent), employee, agent, or professional consultant of a direct selling company that competes directly with the Company by selling products similar to Company Products.
 - (k) Employment: I understand that I am not prohibited from being employed by a retail business that sells products similar to Company Products, or by a retail or wholesale business whose principal business is supplying the arts and crafts industry generally, subject to certain restrictions as set forth in the Company's Competitive Activities Policy. Nevertheless, I may not be employed by a direct sales company that sells products or services which compete with those of the Company.
 - (l) Design Team Exception. I may participate on a "design team" which designs and creates projects, even when non-Stampin' Up! products are used, so long as I am under a contractual obligation and I receive compensation only in the form of product. I acknowledge and agree that I am prohibited from receiving financial compensation for my participation on a "design team" and that I may not resell any product received as compensation for such participation.
 - (m) Casual or Incidental Reference. I understand that although the foregoing restrictions apply to promoting, marketing, or selling products of other companies, such restrictions shall not extend to casual or incidental reference or display of such products as long as I do not receive direct compensation for my reference to or display of those products.
10. **Intellectual Property.** I understand that the Company's trademarks, service marks, trade names, trade dress, patents, trade secrets, and copyrighted materials (collectively the "Intellectual Property") belong solely to the Company, and any use of the Company's Intellectual Property must be in strict compliance with the Company's policies, which may be amended by the Company from time to time.
11. **Other Proprietary Rights.** I acknowledge that the Company has exclusive proprietary rights to information developed by or for the Company, such as, but not limited to, demonstrator lists, team and team leader lists, Company-generated customer lists, customer profile data, credit data, manufacturing procedures, product development information, product purchase information, consultant and advisor lists, all operating, financial, and planned marketing materials, and all other information not provided by the Company to the public; and that such information is confidential (the "Confidential Information"). I agree not to use or disclose such Confidential Information to any third party except in strict accordance with this Agreement. I further agree that any Confidential Information given to me is based on my role as a Demonstrator and may be used solely in my business relationship with the Company. During the term of this Agreement and thereafter, I will not sell or use Confidential Information to sell products or services other than Company Products and services, or in connection with any other business, or for any other reason except in compliance with this Agreement. Upon termination or nonrenewal of this Agreement, I will immediately cease all use of the Company's Intellectual Property and Confidential Information, and upon request of the Company, I will return all such materials in my possession or control to the Company. The Company reserves the right to publish the sales, recruiting, and other performance measures of Demonstrators for purposes of awards and recognition.
12. **Submission of Designs, Images, and Product Applications.** I understand that I may from time to time submit to the Company ideas for stamp designs, images, or related product applications, as well as for methods or processes ("Submissions"). The Company shall have no obligation to compensate me for such Submissions, and all Submissions shall become the sole property of the Company. The Company may, through contests or promotions, choose to compensate me in the form of prizes, cash, or Company Products. I authorize the use of my Submissions in any tangible medium by the Company and expressly waive any claim for compensation, attribution, or the right to control how any such Submission will be modified or presented, over and above any such rights as may be established by the rules of any contest or promotion.
13. **Release for Use of Photos and Images.** The Company may take photographs or make video recordings at Company events, parties, workshops, incentive trips, special committee meetings, and similar Company-sponsored gatherings. I grant the Company the absolute and irrevocable right and permission to use, re-use, broadcast, or publish any such photo, audio, or video recording containing my image or likeness (and that of my children, family, guests, and invitees to the extent I may legally grant such rights on their behalf) for any reasonable use, and expressly waive any and all rights thereto.
14. **Use of E-Mail and Other Electronic Communications.** I agree that any and all marketing or advertising materials that I deliver via e-mail, telephone, or facsimile will comply with all anti-spamming laws for the state and country in which the intended recipient resides. I will comply with all laws regarding unsolicited commercial email.
15. **Privacy of Demonstrator Information.** All information provided in an Independent Demonstrator Application or in an Independent Demonstrator Agreement will be used solely for the purposes of evaluating the Demonstrator Agreement and for related activities of the Company. I authorize the Company to disclose my contact information to my team leader and to my team. My contact information may be used only for the business purposes of the Company and those to whom it is disclosed.

16. **Payments.** During the term of this Agreement, I will have the opportunity to receive income under the terms of the Demonstrator Compensation Plan, as more fully described in the *Compensation Plan* document. I understand that the Company reserves the right to modify the Demonstrator Compensation Plan and that the Company will not be liable for damages incurred or loss of income resulting from such changes.
17. **Prepaid Orders.** The Company reserves the right to require payment by me for any orders prior to shipment. I agree that I will not maintain an inventory of Company Products for resale. I will ensure that customers' checks are cashed and dedicated to the order for which they are intended. The Company will use its best efforts to fill orders and ship Company Products ordered by me; however, the Company shall not be liable to me or any customer of mine for any failure or delay in shipment of any Company Product. All orders of Company Products are subject to the approval of the Company.
18. **Earnings Representations.**
- (a) I agree that I will not make any representation relating to compensation unless such representation constitutes or includes fair, reasonable, and timely disclosure of information within my knowledge relating to (i) compensation actually received by me, or (ii) compensation likely to be received by a typical participant in the Company's compensation plan, having regard to any relevant considerations including the nature of the product, its price and availability, the nature of the relevant market for the product and the nature of the Company's compensation plan and similar plans.
 - (b) I certify that no claims or representations of income of any kind have been made to me.
 - (c) I acknowledge that income I may receive is attributable solely to the sale of Company Products, and that no income or fees are derived from the mere act of recruiting another Demonstrator.
 - (d) I acknowledge that, other than the price paid to the Company for my Independent Demonstrator Starter Kit, I have not paid, nor will I pay, any application fees or other consideration to the Company or anyone else in order to become a Demonstrator.
 - (e) I understand that I do not have the right to speak for or on behalf of the Company, or represent myself as the Company, or an agent thereof.
 - (f) I will not make any false, misleading, or illegal claims or representations of actual or potential income or guaranteed profits in recruiting, or attempting to recruit, any individual.
19. **Term.** This Agreement shall be in effect until the forthcoming September 30. It shall renew annually thereafter so long as:
- (a) I am in compliance with this Agreement;
 - (b) this Agreement has not been terminated in accordance with the terms of Section 20 below;
 - (c) I have not informed the Company and the Company has not informed me of intent not to renew; and
 - (d) the Company has not notified me that I must execute a new contract.
20. **Termination.** Subject to my rights to a hearing and appeal when termination is made for disciplinary purposes, either I or the Company may terminate this Agreement:
- (a) at any time without cause, by giving the other party 30 (thirty) days' written notice of such termination; or
 - (b) at any time, upon written notice for a breach of or failure to comply with any provision in this Agreement, the Demonstrator Policies document, or Amendments thereto.

Upon termination, or upon a failure to renew this Agreement, all rights to receive payments, promotions, prizes, incentives, bonuses, and other compensation or benefit previously earned or available to me as a Demonstrator shall terminate. The Company will, within thirty (30) days from the date the termination becomes effective, issue commissions and overrides earned while I was active.

21. **Debts Due on Termination.** Upon termination of this Agreement, or at any time obligations are due by me to the Company, the Company may satisfy all claims and debts due from me out of any unpaid amounts due me. If such amounts are not sufficient to cover all outstanding debts, I will have thirty (30) days to clear my account. An interest rate of 1.5 percent per month, or the maximum rate allowed by the law, whichever is greater, will be charged on the remaining balance for all accounts exceeding the 30- (thirty) day limit. I will be responsible for any and all attorneys' fees and costs incurred by the Company to collect such debt, regardless of whether suit has been filed, including fees in any mediation, arbitration, trial court, or on any appeal.
22. **Assignment of Agreement.** I acknowledge and agree that I may not transfer, assign, or sell my rights under this Agreement.
23. **Indemnification of the Company.** I agree to indemnify and hold the Company harmless from and against any and all liability, loss, costs, claims, or causes of action based upon or arising out of damage or injury to persons or property caused or sustained in connection with the performance of this Agreement, or in connection with Company sponsored activities or travel thereto, or based upon any violation of any statute, ordinance, building code, or regulation, and the defense (including legal fees and costs) of any such claims or actions. I agree to indemnify and hold the Company harmless from and against any and all liability, loss, costs, claims, or causes of action in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required including, but not limited to, unemployment insurance, Social

Security, sales tax, use tax, income tax, or workers' compensation laws with respect to my performance under this Agreement.

24. **Attorneys' Fees.** In the event I breach any of the terms and conditions of this Agreement and it shall become necessary for the Company to enforce the same, the Company shall be entitled to payment and/or award of attorneys' fees and costs incurred in connection with resolution of the dispute.
25. **Limitation of Liability.** To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as "Responsible Parties") shall not be liable for, and I hereby release the Company and the Responsible Parties from and waive all claims, for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by me as a result of: (i) my breach of this Agreement, (ii) the promotion or operation of my Demonstratorship, (iii) incorrect or wrong data or information provided by me to the Company or the Responsible Parties; or (iv) my failure to provide any information or data necessary for the Company to operate its business. I AGREE THAT THE ENTIRE LIABILITY OF THE COMPANY AND THE RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, SHALL BE LIMITED TO THE VALUE OF PRODUCTS I HAVE PURCHASED FROM THE COMPANY THAT ARE IN RESALABLE CONDITION.
26. **Warranties.** The Company extends no product warranties, either expressed or implied. The Company disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or trade secret arising from my Demonstratorship. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.
27. **Entire Agreement.** This Agreement, the *Demonstrator Policies* and *Compensation Plan* documents and any and all amendments thereto constitute the full agreement between the Company and me, and supersede all prior written and oral agreements and discussions. If any portion of this Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent found unenforceable or invalid, and the validity of the remaining portions of this Agreement shall not be affected. All powers, rights, and remedies given to the Company are cumulative, not exclusive, and are in addition to any other rights and remedies provided by law. The waiver by the Company at any time of any right of the Company contained in this Agreement shall not be deemed a continuing waiver and shall not preclude the subsequent enforcement of any such right or any other right. This Agreement shall be governed by and construed under the laws of the State of Utah without reference to choice of law rules. Proper jurisdiction and venue for any disputes between me and the Company shall be in federal court or state court having jurisdiction in Salt Lake City, Utah. The captions of this Agreement are for convenience of reference only and shall not be considered in determining the legal effect of any provision of this Agreement. This Agreement may be amended from time to time by the Company upon prior notice in Company publications or via mass e-mail to Demonstrators. Such amendments shall be effective thirty (30) days from the date of publication, unless such amendment is necessary to comply with federal and/or state laws, in which case the amendment shall be effective immediately. I acknowledge and agree that policy changes published in the Company magazine which are pending inclusion in the next publication of the *Demonstrator Policies* or *Compensation Plan* document are incorporated into this Agreement by reference.
28. **Notices.** All notices required or given under this Agreement shall be in writing and shall be deemed effective when delivered in person or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in this Agreement, or to me at the addresses provided in my Independent Demonstrator Application, or to such address as either party may designate from time to time in writing delivered to the other party.
29. **Agreement Binding.** I understand and acknowledge that the Company may reject my Independent Demonstrator Application any time prior to shipment of my Independent Demonstrator Starter Kit. I agree to be bound by this Agreement upon the Company's approval of my Independent Demonstrator Application, as evidenced by the Company's shipment to me of an Independent Demonstrator Starter Kit. The Company agrees to be bound by the terms of this Agreement upon its approval of my Independent Demonstrator Application.
30. **Demonstrator's Acknowledgement.** I have truthfully and accurately completed, and submit herewith, an Independent Demonstrator Application. I have read this Agreement in its entirety and acknowledge my acceptance of each of its terms and provisions.

Demonstrator's Signature

Demonstrator's Printed Name

Date