

## Demonstrator Agreement — Terms & Conditions

1. **Authorization.** By signing this Agreement, Uppercase Living®, LLC (“UL”) hereby authorizes me to act as an Independent Demonstrator (UL Demonstrator) for its products. I certify that I am at least 18 years of age, and meet all other legal requirements to enter into this Agreement. I understand that as a UL Demonstrator, I have the right to:

- (i) Offer UL products for sale to customers on a direct-sales basis, subject to the terms of this Agreement;
- (ii) Enroll individuals to become UL Demonstrators; and
- (iii) Participate in the Uppercase Living Opportunity.

I agree to present the Uppercase Living Opportunity and UL products and services as set forth in UL’s official literature. I will conduct my business and sales activities lawfully and in an ethical fashion and will abide by any applicable laws, the terms of this Agreement, the *Demonstrator Manual*, and any published amendments. This includes but is not limited to:

- (a) Being subject to deadlines and quarterly minimum sales requirements;
- (b) Only submitting orders under my name that I have received directly from customers;
- (c) Verbally notifying customers of their right to cancel, as well as providing both copies of the Customer Order Form, containing the details of the customer’s right of rescission,
- (d) Fully submitting customers’ orders within a reasonable time frame after receiving payment for the order, and delivering customers’ orders within a reasonable time frame after receiving the order, if was shipped to me;
- (e) Submitting new recruits under my name only if I have obtained such recruits directly;
- (f) Never making false, misleading, or illegal claims, or representations of actual or potential income in recruiting or attempting to recruit;
- (g) Informing customers, hostesses, and potential recruits of any current UL-sponsored incentives or rewards designed for their benefit, so as not to intentionally overcharge or deny them special discounts or benefits to which they may be entitled; and
- (h) Selling UL products through Open Houses and similar methods of direct-sales order processing, **not** through retail stores, other fixed commercial locations, or participating in cash-and-carry sales.

2. **Independent Contractor.** I agree that as a UL Demonstrator, I am an independent contractor and not an employee, agent, partner, legal representative, or franchisee of UL, and have no right or authority to act on behalf of or bind UL in any way, without express written permission from UL. I understand that no purchase is necessary to become a UL Demonstrator, other than the purchase of the Starter Kit and payment of an annual renewal fee. I agree that I am solely responsible for all

expenses that I incur in connection with my business as a UL Demonstrator, including, without limitation, office expenses, travel costs, etc. I understand that I shall be treated as an independent contractor relating to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, Federal Insurance Contribution Act, Worker's Compensation Act, and any state unemployment act or federal, state, or local ordinance, rule, or regulation. I will be solely responsible for and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to my performance of services and receipt of all payments under this Agreement. UL is not responsible for withholding any taxes or FICA from my commissions or bonuses. I agree to comply with all applicable laws and regulations in the conduct of my business related to UL products and services. I agree to keep in force all applicable insurance as required by law. I understand that I assume all risk and responsibility for traveling to or from UL events, meetings, Open Houses, or other gatherings, and acknowledge that I am doing so as a part of my own independent business, notwithstanding the fact that my attendance may be based in whole or in part by invitation from, or Agreement with UL to attend.

- 3. Term and Termination.** The term of this Agreement is one year from the date of my electronic acceptance of the Agreement. Such term shall be renewable for one additional year upon submission of a renewal application and payment of the annual renewal fee. Either party may terminate this Agreement, with or without cause, by providing written notice to the other party.
- 4. Effect of Termination.** If this Agreement is terminated or not renewed for any reason, I understand that I will lose all rights as a UL Demonstrator and I will not be permitted to sell UL products or services. Upon termination or non-renewal of this Agreement, I will immediately cease all use of UL's intellectual property and proprietary or confidential information, and I agree to return all such materials to UL upon request. I specifically agree that all of my rights to commissions, bonuses, or other payments from UL, including payments based upon the activities of my former downline sales organization, terminate immediately upon termination of this Agreement. UL may withhold my commissions, rewards, or other compensation to satisfy any debts, claims, or obligations I have not resolved. If not sufficient to cover all outstanding debts and obligations, I have 30 days to settle these obligations. All balances due after this 30 day period will be charged the maximum interest rate allowed by law. I will be responsible for all attorneys' fees or cost incurred by UL to collect such debt. Upon termination or resignation within one year from my start date, UL will buy back the contents of my Starter Kit that are in original, re-stockable, and re-sellable condition.
- 5. Breach of Agreement.** I understand that if I breach this Agreement, UL may take action, as set forth in UL policy, up to and including termination of this Agreement. If my breach results in termination, I waive all rights to receive further bonuses or commissions for any sales completed after termination.

- 6. Exclusivity.** During the term of this Agreement, I agree not to be a salesperson for any other direct sales, party plan, or network marketing program that sells decorative lettering and/or substantially similar core product, or an agent, salesperson, owner, or spouse of an owner of any entity in the business of manufacturing, marketing, or selling decorative lettering and/or substantially similar core product. I also agree not to sell, promote, or demonstrate any other products, other than current UL products, while representing UL products at Open Houses or other events. I shall not use UL's name, goodwill, or drawing power to support any other products, services, or events without obtaining prior written approval from UL.
- 7. Non-Solicitation.** I agree that during the term of this Agreement and for one (1) year thereafter, I shall not:
- (i) Do anything, directly or indirectly, which would solicit away from UL or otherwise tend to divert from UL any business with a customer or prospective customer of UL, including, without limitation, providing customer names, contacts, or business information to a competitor of UL;
  - (ii) Associate with or contact, directly or indirectly, any customer or prospective customer of UL with the purpose or intent of competing with UL; or
  - (iii) Solicit, recruit, or cause any UL Demonstrator, employee, or independent contractor to cease providing services for UL.

The term "prospective customer of UL" means any company or person to whom UL products or services have been sold in the past, or with whom UL or I have had contact during the term of this Agreement for the purpose of marketing or offering UL products or services.

- 8. Ownership of Intellectual Property; Confidentiality.** I acknowledge and agree that all copyrights, patents, trademarks, trade secrets, and other intellectual property rights related to UL and its products and services will remain the sole property of UL. I understand that if I choose to submit designs, images, product suggestions, or applications to UL, I am not entitled to receive any compensation or recognition for these submissions. All submissions become the sole property of UL, and I hereby waive all rights, including moral rights, and claims to the submission. I understand that UL trademarks, trade names, and logos may be used only on official UL-produced and published material. Use of UL's intellectual property on any non-UL produced materials requires prior written approval from UL. All goodwill accrued through such use of UL's trademarks shall inure exclusively to UL's benefit. I agree to comply with UL's policies for use of its trademarks, as may be communicated to me from time to time. I also agree to keep confidential all non-public information provided to me by UL ("Confidential Information"), including sales and marketing plans and strategies, future product plans, price lists, financial and business information, trade secrets, customer lists, downline lists, etc. I will not use or sell Confidential Information for any purpose other than the authorized purposes of this Agreement. I will not disclose Confidential Information to any other person without the express written consent of UL. The company reserves the right to publish Confidential Information for purposes of UL Demonstrator recognition.

- 9. Persona and Likeness.** I authorize UL to use my name, photograph, personal story, and/or likeness in advertising and promotional materials, and waive all claims for compensation for such use.
- 10. Referral Program.** I may elect to participate in UL’s customer referral program. If I so elect, it will be necessary for UL to give out my personal contact information in response to inquiries from potential customers. I further understand that UL does not investigate or otherwise screen potential customers prior to referring them to UL Demonstrators. As such, UL shall not be held liable for any performance, actions, or acts resulting from any referral. UL may discontinue the customer referral program at any time.
- 11. UL Policies and Uppercase Living Opportunity; Amendment.** UL’s Policies and Uppercase Living Opportunity are hereby incorporated into and made part of this Agreement. This Agreement, including UL’s Policies and the Uppercase Living Opportunity, may be amended from time to time at UL’s sole discretion. Such amendments shall become effective 30 days after publication on UL’s website. Changes may be viewed at the UL website ([www.uppercaseliving.com](http://www.uppercaseliving.com)). UL may, but is not required to, provide additional notice of changes to me via email or other means. My continuation of business as a UL Demonstrator constitutes my acceptance of such changes. If I do not agree with such amendments, I may terminate this Agreement under Section 3.
- 12. Hold Harmless.** I agree to indemnify and hold UL harmless from and against any claim, action, proceeding, loss, expense, or damage (including reasonable attorneys’ fees) arising out of or related to any actions taken by me in connection with my UL business (including the presentation of UL’s products or its compensation and marketing plan, the operation of motor vehicles, office leases, etc.). I shall not act in any manner or make any representation that would lead a third party to assume that UL is responsible for my acts. I agree to be solely responsible and liable for any representations or warranties made by me to others, except as expressly set forth in UL’s written documentation.
- 13. Limitation of Liability.** EXCEPT AS MAY BE PROVIDED IN THE LIMITED WARRANTY PROVIDED BY UL WITH ITS PRODUCTS, ALL PRODUCTS AND SERVICES ARE SOLD TO ME AND MY CUSTOMERS ON AN “AS IS” BASIS. UL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO ITS BUSINESS, PRODUCTS OR SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UL BE LIABLE FOR, AND I AGREE NOT TO BRING ANY CLAIM FOR, SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS OR PROFITS, OR INTERRUPTION OF BUSINESS), WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. THE TOTAL CUMULATIVE LIABILITY OF UL FOR ANY

CLAIMS ARISING OUT OF THIS AGREEMENT (INCLUDING WITH RESPECT TO PRODUCTS SOLD HEREUNDER) IS LIMITED TO THE TOTAL AMOUNT PAID BY ME TO UL HEREUNDER.

- 14. Entire Agreement, Waiver, Severability.** This Agreement (as it may be amended pursuant to Section 11) constitutes the entire Agreement of the parties regarding the subject matter hereof and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. Any current or future oral promises, representations, or offers not expressly set forth in this Agreement are of no force or effect. The failure of UL to take any action under this Agreement or the waiver of a breach of this Agreement shall not affect UL's right to require performance hereunder or constitute a waiver of any subsequent breach. If any term of this Agreement is deemed invalid or unenforceable by a court, the court shall modify such term to the minimum extent necessary to make it valid and enforceable. If the term cannot be so modified, it shall be severed, and the remainder of this Agreement shall remain in full force and effect.
- 15. No Assignment.** I may not sell or assign this Agreement or my rights hereunder, or delegate my duties to any other person without prior written consent of UL, which may be granted or withheld in UL's sole discretion. Any attempted transfer without UL's consent is void and may result in termination of this Agreement.
- 16. Governing Law.** This Agreement shall be governed by Utah law (without regard to Conflicts of Laws provisions) and applicable U.S. federal laws. All disputes related to this Agreement or the relationship between UL and me shall be submitted to binding arbitration in Salt Lake City. Unless the parties agree otherwise, the parties will select one arbitrator from the AAA's panel of retired judges, following the procedure provided for by the AAA's Commercial Arbitration Rules. I consent to the personal jurisdiction of Salt Lake County, Utah state, and federal courts over any permitted litigation arising out of this Agreement (including any action for purposes of enforcing an arbitration award). The prevailing party in any arbitration or litigation arising out of this Agreement shall be entitled to an award of its costs and reasonable attorneys' fees, in addition to any other available remedy. The foregoing terms may be superseded by applicable state law. Any arbitration or other legal action between the parties must be brought within one year of the date of the events giving rise to the cause of action.

#### NOTICE OF CANCELLATION

UL AGREES THAT I MAY CANCEL AND VOID THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, BY GIVING WRITTEN NOTICE OF CANCELLATION TO UL WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF THIS AGREEMENT. Such notice must be delivered to UL at 9350 South 150 East, Suite 700, Sandy, UT, 84070, and postmarked by midnight on the third business day after the date of this Agreement. UL may, at its discretion,

choose to accept faxed cancellation notices. If I cancel, all payments, delivery of goods, and other transactions between me and UL will be promptly returned by each party. All products returned must be in the same condition as when delivered. UL may, upon request, pick up at my residence any UL products delivered to me, and I agree to reasonably cooperate with its instructions for return of products. If I fail to return the UL products as instructed, I remain liable for performance of all obligations under this Agreement.

I acknowledge that I have read this Agreement, understand it, and agree to be bound by the terms and conditions. By shipping my Starter Kit, UL acknowledges and agrees to be bound by the terms and conditions of this Agreement.

## **Demonstrator Agreement — Electronic Consent**

By entering into the Demonstrator Agreement between me and Uppercase Living (the “Agreement”), I agree to the terms and conditions of the Agreement and this consent to the use of an electronic record as evidence of this Agreement.

Furthermore, I acknowledge that the Agreement will be entered into online via the Internet, and that in order to enter into the Agreement and to access and review its terms, I must have Internet access and the appropriate software necessary to view the terms and conditions of the Agreement and this electronic-consent portion of the Agreement.

By entering into this Agreement, I also agree that my consent to the use of an electronic record as evidence of my authorization will apply to all other future transactions between me and Uppercase Living (“UL”). Notwithstanding the foregoing, I may withdraw my consent to the use of electronic records at any time. Should I choose to do so, the Agreement will be automatically terminated. To withdraw my consent, and thereby terminate the Agreement, I will send written notice to Uppercase Living at 9350 South 150 East, Suite 700, Sandy, UT, 84070.

During the electronic enrollment process, I have the ability to read, download, print, and retain the terms and conditions of the Agreement and this electronic consent portion of the Agreement for my future reference. Additionally, I may request printed copies of both documents by contacting Uppercase Living at 9350 South 150 East, Suite 700, Sandy, UT, 84070 or support@uppercaseliving.com. My request must include my name, my UL Demonstrator identification number, my mailing address, and my email address. Upon receipt of such a request, Uppercase Living will mail me the then-current version of the terms and conditions of the Agreement and this electronic consent portion of the Agreement, and a copy of the version of the same documents that were in effect at the time I enrolled or renewed my enrollment. There is a charge of fifteen dollars (\$15.00) for this service.

The most current version of the terms and conditions of the Agreement, this electronic consent portion of the Agreement, and other applicable documents, such as the *Demonstrator Manual* and the “Uppercase Living Opportunity” are available to active Demonstrators to view, print, and download by logging into UL Express at Uppercase Living’s official website: **www.uppercaseliving.com**.