

# STARTER KIT ORDER FORM

NEW DEMONSTRATOR PAPERWORK • SEE NEXT PAGE FOR BUYER'S RIGHT TO CANCEL

DATE: \_\_\_\_\_

## NEW DEMONSTRATOR INFORMATION

NAME: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

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

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)
- Seasonal catalogs (8) (when available)
- Guest invitation postcards (50)
- Customer Order Forms (25)
- Host envelopes (10)
- Paper Pumpkin (1)

## CHOOSE YOUR CATALOG MERCHANDISE (up to \$125 retail price)

ITEM CODE	DESCRIPTION	QTY.	PRICE	TOTAL

<p><b>NOTE:</b> You must submit a complete and signed Independent Demonstrator Application (IDA) with this order.</p> <p>Please make a copy of this order form for your records.</p>	TOTAL MERCHANDISE ORDERED	\$
	<b>AMOUNT DUE</b>	
	<b>A.</b> Starter Kit (over \$160 in product and business supplies)	<b>\$99</b>
	<b>B.</b> Shipping and handling	<b>FREE</b>
	<b>C.</b> Sales tax (        %)	
	<b>D.</b> Subtotal (A+C)	
	<b>E.</b> 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

NEW DEMONSTRATOR PAPERWORK • SEE REVERSE SIDE FOR STARTER KIT ORDER FORM

NOTICE OF CANCELLATION: \_\_\_\_\_

DATE OF TRANSACTION: \_\_\_\_\_

## NEW DEMONSTRATOR INFORMATION

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 ([stampinup.com](http://stampinup.com)), or obtained from a Stampin' Up! demonstrator.

**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 two copies of your order. Please remember to retain these copies 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. (You will need to pay for the shipping charge to return the merchandise to Stampin' Up!) 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.

## CREDIT CARD INFORMATION

**NOTICE TO CARDHOLDER:** Stampin' Up! will process your credit card payment based upon information you provide through your demonstrator. Stampin' Up! has no duty to independently verify the accuracy of such information. It will process the payment without physical access to the actual card, which may in some circumstances result in error, rejection, or delay. This is not a sales transaction between you and Stampin' Up! Stampin' Up! provides this service of processing credit cards on behalf of the demonstrator solely as a convenience to you and your demonstrator.

YOUR DEMONSTRATOR IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE, AGENT, PARTNER, OR BUSINESS AFFILIATE OF STAMPIN' UP! ALTHOUGH STAMPIN' UP! ENCOURAGES YOUR DEMONSTRATOR TO TAKE APPROPRIATE MEASURES TO PROTECT YOUR CREDIT CARD INFORMATION, STAMPIN' UP! DOES NOT ASSURE THAT SUCH MEASURES WILL BE TAKEN. STAMPIN' UP! DISCLAIMS ALL RESPONSIBILITY FOR THE ACTIONS (INTENTIONAL OR OTHERWISE), ERRORS, OR OMISSIONS OF YOUR DEMONSTRATOR IN THIS REGARD.



# INDEPENDENT DEMONSTRATOR APPLICATION

STAMPIN' UP! INC. • NEW DEMONSTRATOR PAPERWORK

DATE: \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_

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: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

DAYTIME PHONE: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_

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      LANGUAGE • **SECONDARY:**    ENGLISH    SPANISH

GENDER:    MALE    FEMALE    PREFER NOT TO ANSWER      DATE OF BIRTH: \_\_\_\_\_

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

NAME: LAST: \_\_\_\_\_ FIRST: \_\_\_\_\_ MIDDLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_ DATE: \_\_\_\_\_

## TEAM LEADER INFORMATION (Team Leader cannot be the legal spouse of the applicant.)

TEAM LEADER NAME: LAST: \_\_\_\_\_ FIRST: \_\_\_\_\_ MIDDLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE + 4: \_\_\_\_\_

DEMONSTRATOR #: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

As the team leader, 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: \_\_\_\_\_



# INDEPENDENT DEMONSTRATOR AGREEMENT (U.S.)

STAMPIN' UP! INC. • NEW DEMONSTRATOR PAPERWORK

This Independent Demonstrator Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Stampin' Up! Inc. ("Stampin' Up!" or "Company"), a Utah corporation having an address of 12907 South 3600 West, Riverton, Utah 84065 ("Company"), which is engaged in the production and marketing of decorative stamps, scrapbooking, paper crafting supplies, and related products and services (collectively "Company Products"), and the undersigned applicant, an individual ("Applicant," "I," or "me"), who mutually agree as follows:

By signing and submitting this Agreement to Stampin' Up! Inc., I am applying for acceptance as an independent distributor ("Demonstrator") for Company. I understand, acknowledge, and agree that Company may accept or reject my application for any or no reason. If my application is accepted by Company, the effective date of this Agreement will be the date upon which I subscribe my name and sign this Agreement ("Effective Date").

I understand, acknowledge, and agree that the relationship between Company and me will be governed by this Agreement, which is an integrated agreement that includes all of the terms and conditions contained in (i) the Stampin' Up! Demonstrator Policies ("Demonstrator Policies"), (ii) the Stampin' Up! Compensation Plan ("Compensation Plan"), and (iii) any and all other Company policies referred to and incorporated by reference herein, in their present form and as they may be amended from time to time, including in Company publications (collectively, "IDA" or "Agreement"). [PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.]

1. **AGREEMENT TO BE BOUND.** I have read, understand, and agree to be bound by the terms and conditions of this Agreement, and I understand, acknowledge, and agree that if I fail to comply with the terms and conditions of this Agreement, Company may, in its sole and absolute discretion, impose sanctions in accordance with the Demonstrator Policies.
2. **ONE DEMONSTRATORSHIP.** I understand, acknowledge, and agree that I may conduct my Stampin' Up! business ("Demonstratorship") either as an individual or through a properly organized legal business entity, as explained in the Demonstrator Policies, but I may not hold any ownership interest in more than one Demonstratorship at any time.
3. **INDEPENDENT STATUS; TAXES.** I understand, acknowledge, and agree:
  - (a) as a Demonstrator, I will be an independent contractor and not an employee, agent, representative, functionary, partner, or franchisee of Stampin' Up! I will not be treated as an employee for federal, state, or local tax purposes or for any other reason related thereto. I further understand, acknowledge, and agree that federal and state laws regarding minimum wage and overtime pay will not apply to me.
  - (b) I will be solely responsible for the payment of all applicable taxes, including, but not limited to, federal, state, and local income, sales, use, unemployment, worker's compensation, and Social Security, and any other taxes and fees attributable or related to my Demonstratorship. I expressly authorize Company, on my behalf, to collect and remit to any and all applicable government agencies all sales and use taxes assessed on my purchases and resale of Company Products so long as Company is licensed to do so by the applicable jurisdictions.
  - (c) I have no right, power, or authority to incur any debt, obligations, or liability on behalf of Company, to employ or engage others on behalf of Company, or to bind Company to any contracts, agreements, or relationship(s) of any kind whatsoever without the express prior written consent and approval of Company.
  - (d) Company's acceptance of this signed IDA will not constitute the sale of a franchise or business opportunity under any federal, state, or local law, and I understand, acknowledge, and agree that I am not acquiring any interest in any security.
4. **INSURANCE, LIABILITY, AND ASSUMPTION OF RISK.** I agree to keep in force all liability, business, and vehicle insurance policies with such coverage and in such amounts as are required by law or as are reasonable as a prudent business practice, whichever is greater. I understand that while traveling to or from Company-related meetings, events, workshops, or gatherings, I am doing so as a part of my Demonstratorship and not in any manner as an employee, agent, representative, functionary, partner, or franchisee of Company, notwithstanding the fact that my attendance may be based in whole or in part on an invitation from, or agreement with, Company to attend. I accept and assume all risk and responsibilities for such travel and similar activities.
5. **PURCHASE OF STARTER KIT.** I agree to purchase a Starter Kit containing a selection of Company Products and business supplies ("Starter Kit"), which is sold to me at or below Company's cost solely for my personal and Demonstratorship use. I agree that I will not resell any part of the Starter Kit, either in whole or in part. The money for the payment, or any other form of consideration, used to pay for the Starter Kit is my own.
6. **MY OBLIGATIONS AS A DEMONSTRATOR.** I agree to conduct myself and my Demonstratorship in strict accordance with the following terms and conditions:
  - (a) I will operate my Demonstratorship ethically and honestly, in accordance with the terms of this Agreement, and in full compliance with all applicable federal, state, and local laws and regulations;
  - (b) I will abide by Company's policy regarding discounting, as set forth in the Demonstrator Policies;
  - (c) I will not engage in, utilize, or use any false, deceptive, or misleading practices or statements regarding advertising;
  - (d) I will conduct any contests, giveaways, prize drawings, and other similar promotions only in strict compliance with applicable federal, state, and local law (including, but not limited to, the laws of the jurisdiction in which I reside, the laws of any jurisdiction in which I offer such activities) and the Demonstrator Sponsored Contests and Promotions Policy as set forth in the Demonstrator Policies;
  - (e) I will present and sell Company Products only through the workshop demonstration method, party plan system, via a website or other social media site created solely for my Demonstratorship, and any other similarly styled direct channels as are authorized and endorsed by Company. I will sell Company Products only to customers and end consumers, and not to or through any retail establishments or their respective websites;
  - (f) I will conduct any online sales, marketing, or team building activities only in full compliance with Company's policies as set forth in the Demonstrator Policies;
  - (g) I will comply with all federal, state, and local laws regarding unsolicited commercial email, and I will ensure that any marketing or advertising communications comply with all anti-spamming laws of the jurisdiction in which the recipient or end consumer resides;



- (h) I will provide my team members with leadership training, direction, supervision, and support as required by the Demonstrator Policies;
- (i) I understand, acknowledge, and agree that Company makes no promise with regard to potential earnings of Demonstrators, and I will clearly inform potential team members that (i) no earnings, income, or revenue are guaranteed, and (ii) no money is earned solely for sponsoring, enrolling, on-boarding, or engaging new team members;
- (j) I will be subject to all deadlines, minimum sales requirements, and cutoff periods established by Company as set forth in the Demonstrator Policies;
- (k) I will facilitate the rights of my customers to cancel their orders as permitted by applicable federal, state, and local laws. Before concluding any sales of Company Products, I will give my customers both oral notice of the right to cancel and duplicate written copies of a completed Right to Cancel form as provided in the Company publications;
- (l) I will inform hosts, customers, and potential team members of current Company-sponsored specials, incentives, and rewards so as not to deliberately overcharge or deny customers any special pricing or benefits to which they may be entitled;
- (m) I will submit customers' orders only under my name or the name of my Demonstratorship. I will submit orders within seven (7) calendar days after receiving payment from customer, and I will deliver customers' orders, if shipped to me, within seven (7) calendar days of receiving the order or within three (3) calendar days of receiving the shipment, whichever is later;
- (n) I will keep all personal information of customers and other Demonstrators secure, and I will not disclose or share such information without express written permission from the customer or Demonstrator to whom it belongs;
- (o) I will comply with all federal, state, and local business licensing, zoning, and other similar requirements;
- (p) I will not make any disparaging, misleading, inaccurate, or unfair statements, representations, or claims concerning other Demonstrators, customers, Company, Company Products, Company activities, or Company employees;
- (q) I will not mass-produce any works for commercial resale using Company Products, except as permitted in accordance with Company's Angel Policy as set forth in the Demonstrator Policies; and
- (r) I will be considerate and respectful of other Demonstrators and professionals in my conduct. I will avoid any and all actions that would or may constitute any form of discrimination, bullying, harassment, or other disruptive, rude, inconsiderate, or unacceptable social customs and behaviors.

**7. OBLIGATIONS OF STAMPIN' UP!** In exchange for my compliance with the terms and conditions set forth in this IDA, Company agrees that it will:

- (a) allow me to purchase items from Company catalog(s), online only items, sales rack, or other Company-related sales offerings (but not sales literature or sales aids) at a discount of twenty percent (20%) off of suggested retail prices ("Discount");
- (b) allow me to sell Company Products and sponsor, engage, and enroll others as Demonstrators;
- (c) pay to me a commission on all Demonstratorship sales of Company Products, excluding Starter Kits, sales literature, and sales aids, in accordance with the Compensation Plan;
- (d) not reserve any right of control or direction of me or my Demonstratorship activities, other than the right to question and verify results; and
- (e) provide product information and support and respond to inquiries from me, my Demonstratorship, and customers.

**8. TERRITORY** Company has not imposed any territorial restrictions on my Demonstratorship, other than the requirement that all sales and team building be conducted only within the states, possessions, and territories of the United States of America ("Territory"), and I will not (i) imply to any team member or other person that Demonstrators have exclusive territories or (ii) conduct any activities of my Demonstratorship outside of the Territory, except as expressly permitted by Company's policies set forth in the Demonstrator Policies.

**9. SPOUSES AND SUPPORTING DEMONSTRATORS.** I understand, acknowledge, and agree:

- (a) Company believes that the best way for a Demonstrator to be successful in building a home-based Stampin' Up! business is through in-person sales and other person-to-person interactions (either physically in person or via virtual, social media, or other online forum or medium). Consequently, I understand, acknowledge, and agree that Company Products may not be sold in retail locations but are available only through individual Demonstrators.
- (b) my Spouse:
  - (i) may not be a member of my team or any other Demonstrator's team;
  - (ii) may participate in my Demonstratorship only as a Supporting Demonstrator;
  - (iii) will be subject to all the terms and conditions of this Agreement, including the Demonstrator Policies; and
  - (iv) may actively participate in product ordering, sales, and related activities of my Demonstratorship.
- (c) a Demonstrator may operate or have an ownership interest, legal or equitable, in only one Demonstratorship within the Territory and any time, and no individual may own, operate, or receive compensation from more than one Demonstratorship at any time. Any and all rights of my Supporting Demonstrator with Company are derived through me, and any rights of my Supporting Demonstrator will terminate upon termination of my Demonstratorship. My Supporting Demonstrator will not be entitled to separate or independent notice from 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 Demonstrator's team for ninety (90) days from the date of termination. My Supporting Demonstrator may not assume my Demonstratorship upon my death, incapacity, or disability, unless such policy is permitted by the laws of the Territory in which I resided at the time.

**10. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.**

- (a) I understand, acknowledge, and agree that all right, title, and interest and to Company's trademarks, service marks, trade names, trade dress, patents, trade secrets, and copyrighted materials (collectively "Intellectual Property") are owned by and belong solely to Company, and any use of Company's Intellectual Property must be in strict compliance with this Agreement. I will not use any of Company's Intellectual Property in a manner that is likely to cause confusion, mistake, or deception as to the source of products or services, nor engage in any activity that would tend to disparage, depreciate, devalue, or damage Company's Intellectual Property. Upon cancellation, termination, or nonrenewal of this Agreement, I will immediately cease all use of Company's Intellectual Property, and, upon request, I will return all such materials in my possession or control to Company.

- (b) I understand, acknowledge, and agree that Company has invested considerable resources in developing and promoting its name, brands, logos, products, programs, and events, and I agree that I will not use Company's goodwill or drawing power (including its name, logo, products, programs or events) or any team member or customer lists, to promote or sell products of other companies, whether at Company events or otherwise.
- (c) I understand, acknowledge, and agree that Company has exclusive proprietary rights to information developed by or for it, such as, but not limited to, Demonstrator lists, team and team leader lists, Company-generated customer lists, customer profile data, credit data, information on manufacturing procedures and product development, product purchase information, consultant and advisor lists, operating, financial, and marketing materials, and all other information not provided by Company to the public, and that such information is confidential ("Confidential Information"). I agree not to use or disclose Confidential Information to any party except in strict accordance with this Agreement. I understand, acknowledge, and 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 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, or in connection with any other business, or for engaging and enrolling new team members for any other purpose, or for any other reason except in strict compliance with this Agreement. Upon cancellation, termination, or nonrenewal of this Agreement, I will immediately cease all use of Company's Confidential Information, and, upon request, I will return all such materials in my possession or control to Company.
- (d) I understand, acknowledge, and agree that upon any breach of the provisions herein relating to Company's Intellectual Property or Confidential Information, Company will be immediately and irreparably harmed and will not be made whole solely by monetary damages. I further agree that the remedy at law for any breach of any such provision will be inadequate and that, in addition to any other remedies at law or in equity it may have, Company will be entitled, without the necessity of proving actual damages or posting bond, to temporary and permanent injunctive relief to prevent the breach or threatened breach of any such provision and to compel specific performance of such provisions.

#### 11. **COMPETING BUSINESS ACTIVITIES.**

- (a) Company believes that the best way for a Demonstrator to be successful in building a home-based Stampin' Up! business is through in-person sales and other person-to-person interactions (either physically in person or via virtual, social media, or other online forum or medium). Consequently, I understand, acknowledge, and agree that Company Products may not be sold in retail locations but are available only through individual Demonstrators.
- (b) I understand, acknowledge, and agree to the following restrictions on the business activities of myself and my Spouse, unless those activities fall within the limited exceptions for employment by a retail business or participation on "design teams," as provided in the Demonstrator Policies. Neither I nor my Spouse may:
  - (i) receive compensation in any form for promoting, marketing, or selling products that are the same as or similar to Company Products that are Stampin' Up! core products as defined herein ("Competing Products") or services that are the same as or similar to services offered by Company ("Competing Services"). "Stampin' Up! core products" include, but are not limited to, Company Products that are decorative stamps (in any form), ink pads and ink refills, markers, adhesives for scrapbooking or paper crafting, die-cutting tools and accessories, paper punches, stamp tools, cardstock, paper products, and other similar or like-kind products and materials. I understand, acknowledge, and agree that what constitutes Competing Products or Competing Services may change as Company Products change, and I will conform to this policy and limit my promotional, marketing, and sales activities accordingly;
  - (ii) own more than a 5% interest, or serve as a company officer, in a business that sells Competing Products, or that provides competing services focused on promoting, marketing, or selling Competing Products or Competing Services;
  - (iii) be employed as a distributor, agent, or consultant by or otherwise represent a direct selling or multilevel marketing company that offers Competing Products or Competing Services;
  - (iv) promote, market, or sell any products other than Company Products while attending Company-sponsored events or workshops, stamp camps, and other events organized by Company or other Demonstrators;
  - (v) promote, market, or sell Competing Products or Competing Services while conducting an event where Company Products are demonstrated or sold or where a host is present who should be receiving the benefit of any sales from the event; nor
  - (vi) promote, market, or sell Competing Products or Competing Services through electronic communications, including email, or through any electronic means, including social networks, blogs or blogging sites, online videos, or other websites.
- (c) **NON-SOLICITATION.** In consideration of the mutual covenants contained herein, during the term of this Agreement and for a period of one (1) year after the cancellation or termination of this Agreement, I will not directly or indirectly, on my own behalf or on the behalf of any other person or entity, call upon, solicit, or attempt to call upon or solicit, any Company employee or Demonstrator to terminate or alter the Demonstrator's business relationship with Company. Soliciting includes recruiting any Demonstrator for another direct sales opportunity or other career.

#### 12. **RESTRICTIONS ON REPRESENTATIONS OF COMPETING COMPANIES OR PRODUCTS.** I understand, acknowledge, and agree that as an independent contractor, I am free to conduct my Demonstratorship 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, marketing, or selling Competing Products and Competing Services 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, marketing, or selling non-Company Products or services within the Territory that directly compete with those of Company by selling Competing Products or Competing Services.
- (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 Company, I will not represent or assist any other person or entity in promoting, selling, or marketing non-Company 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 Company-organized events.
- (c) **DEMONSTRATOR-ORGANIZED EVENTS:** I understand that workshops, stamp camps, and other such events (either in person or virtual, such as via Zoom, Facebook Live, or other similar online forum) that I may organize or that may be arranged by other Demonstrators are an important forum for the purposes of promoting, marketing, and selling Company Products as well as team building, training, and supporting 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 not use such events to promote, market, or sell the products of other companies (direct or retail sellers) who offer similar products, which include, but are not limited to Competing Products and Competing Services.



- (d) **DEMONSTRATOR BUSINESS WEB SERVICES (DBWS):** DBWS has been developed by Company to assist me with selling and team building. Accordingly, any content that I include in my DBWS will be devoted to the promotion, marketing, and sale of Company Products and training and support 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 Competing Products and Competing Services.
- (f) **BRAND PROTECTION:** I understand, acknowledge, and agree that Company has invested considerable resources into developing and promoting its name, brands, logos, Company Products, and programs, and I agree to not use Company's goodwill or drawing power (defined as 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, 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 Company's Angel Policy and all other policies in the Demonstrator Policies.
- (i) **OWNERSHIP OF RELATED BUSINESS:** I understand, acknowledge, and agree that I am prohibited from having any ownership interest (meaning ownership of greater than five percent (5%) of the stock, 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 understand, acknowledge, and agree that I am ineligible to be a Demonstrator if my Spouse or my Supporting Demonstrator owns, in whole or in part (meaning greater than five percent (5%) of the stock, 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 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 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 Company's Competitive Activities Policy as set forth in the Demonstrator Policies. Nevertheless, I may not be employed by a direct sales company that sells products or services that compete with those of Company.
- (l) **DESIGN TEAM EXCEPTION:** I may participate with a design team of Company that designs and creates projects ("Design Team"), even when non-Company Products are used, so long as I am under a contractual obligation to Company and I receive compensation from Company only in the form of Company Product. I understand, 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 Company 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 will 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.
13. **SUBMISSION OF DESIGNS, IMAGES, AND PRODUCT APPLICATIONS.** I understand, acknowledge, and agree that Company has no obligation to compensate me for any ideas, images, or designs I may voluntarily submit to Company ("Submissions"), and all Submissions will become the sole property of Company. 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 medium by Company and expressly waive any claim for compensation, attribution, or the right to control how any Submission may be modified or presented.
14. **RELEASE FOR USE OF PHOTOS AND IMAGES.** I understand, acknowledge, and agree that Company may take photographs or make audio or video recordings at Company conventions, parties, workshops, incentive trips, special committee meetings, and similar Company-sponsored gatherings. I grant Company the absolute and irrevocable right and permission to use, broadcast, or publish any photo, audio, or video recording from Company events 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 I expressly waive any and all rights thereto.
15. **USE OF EMAIL AND OTHER ELECTRONIC COMMUNICATIONS.** I agree that any and all marketing or advertising materials that I deliver via email, 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.
16. **AUTHORIZATION FOR USE OF INFORMATION.**
- (a) I understand, acknowledge, and agree that my personal information will be collected by Stampin' Up! Inc. and may be used to fulfill the terms of this Agreement, support me and my Demonstratorship, make special offers and promotions available to me, and send me information about Company Products and business opportunities. I consent to the reasonable business use of my personal information by Company and its affiliated companies, third party service providers, and representatives. I may update, change, or delete any of my personal information by going to my profile online at stampinup.com or by contacting 1-800-STAMP-UP. I may opt out of receiving marketing communications from Company by clicking the link provided at the bottom of all email communications, or by contacting 1-800-STAMP-UP. Company's Privacy Policy, found online at stampinup.com, contains further information about Company's privacy and data protection practices.
- (b) The information I provide in this Agreement will be used solely for the purposes of evaluating my application and for related activities of Company. I authorize Company to disclose my contact information to my team leaders and to my team, but only for the business purposes of Company and those to whom it is disclosed.
- (c) Company reserves the right to publish sales, recruiting, and other performance measures of Demonstrators for purposes of awards and recognition.
- (d) Regardless of any listing on a federal or other Do Not Call registry, I specifically authorize Company to phone me at the residential, business, or cell phone numbers that I have provided in this Agreement, by any method it may choose to use from time to time, and warrant and represent that I am an authorized user of such numbers. I request that any new or additional telephone numbers that I furnish to Company be incorporated by reference into this authorization. I can revoke this authorization at any time by contacting Company.



**17. ORDERING; PAYMENT TERMS.**

- (a) I understand that full payment is due from me at the time I place an order for Company Products, sales literature, or sales aids. Payment may be made by my customers in cash or by check or credit card.
- (b) Payments by cash or customer check will be made directly to me, and I will pay Company for the products ordered at the Demonstrator wholesale price then in effect. I will ensure that my customers' checks are cashed and dedicated to the orders for which they are intended. I will assume the risk of non-collection of checks dishonored by my customers' banks.
- (c) Any credit or debit card payments made by my customers will be made directly to Company, which will collect the money on my behalf and apply it as payment for the products purchased. I understand that I will be responsible for any chargebacks resulting from credit or debit card sales to my customers. If a customer transaction is reversed or otherwise subject to a chargeback, I authorize Company to charge my credit card or debit card, or to withhold monies otherwise due and payable to me in an amount sufficient to cover such reversal or chargeback. I will provide Company with current and updated information for my credit card or debit card on file with Company. If I choose to pay for products or sales aids with my credit card or debit card, my signature on this Agreement constitutes my authorization to use such signature as my "signature on file."
- (d) If payments I submit to Company for purchases are less than the amount due from me, I understand that my credit card or debit card will be charged for any remaining balance due. If payments I submit are greater than the amount due, Company will refund the excess to me.
- (e) All orders are subject to Company's approval. Company will use its best efforts to fill and ship orders; however, Company will not be liable to me or my customers for any failure or delay in shipment or performance of other obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, but is not limited to, acts of God, abnormal weather, fire, flood, explosion, strikes, labor disputes or difficulties, civil disorder, riot, act of war or public enemy, insurrection, acts of terrorism, curtailment of a source of supply or transportation facilities, disaster, disease, declared state of emergency plague, quarantine, or restriction, epidemic or pandemic, catastrophe, earthquake, intervention or order by any local, municipal, county, state, or federal government authority, including, but not limited to, stay-at-home or shelter-in-place orders, or any other similar event.
- (f) I agree to comply with all laws regarding the handling and storage of customer credit card information.

**18. EARNINGS REPRESENTATIONS STRICTLY PROHIBITED.** Because the laws governing earnings claims are very detailed and can be difficult to apply, and because the consequences of making what is deemed to be a deceptive or misleading statement are severe, Company strictly prohibits Demonstrators from making any earnings claims via any statement, social media post, in video, written, audio recording, or any other form of media that conveys a potentially deceptive or misleading message to a third party who would or could reasonably rely on the message. Company will enforce this section with strict scrutiny using all resources available and at Company's disposal. I understand, acknowledge, and agree to the following:

- (a) I will never disclose any information or data related to any other Demonstrator or Demonstratorship's earnings. I may not disclose my own earnings unless I also provide at the same time with any statement regarding earnings the following disclaimer ("Disclaimer"):  
THERE ARE NO GUARANTEES REGARDING INCOME, AND THE SUCCESS OR FAILURE OF EACH DEMONSTRATOR DEPENDS ON THE DEMONSTRATOR'S SKILLS AND PERSONAL EFFORTS. YOU SHOULD NOT RELY ON THE RESULTS OF OTHER DEMONSTRATORS AS AN INDICATION OF WHAT YOU CAN EXPECT TO EARN;
- (b) Hypothetical income examples that are used to explain the Compensation Plan, which are based solely on mathematical projections and are compliant with this provision may be presented to potential team members so long as I inform them that such earnings are hypothetical;
- (c) I must clearly state that Demonstrators earn commissions based on the sale of Company Products and not through sponsoring others in the business;
- (d) "Lifestyle" claims, such as "Being a Stampin' Up! Demonstrator" has given me "the opportunity to quit my previous job," "stay at home with my family," "enjoy great vacations," "have the car of my dreams," can be misleading and are prohibited unless I simultaneously provide the Disclaimer set forth above. Moreover, all information I provide must be accurate and not misleading;
- (e) Testimonials in which earnings statements are made must be truthful and accurate, and must include the disclaimer set forth above; and
- (f) I will abide by Company's policies with regard to earnings claims in social media, as set forth in the Demonstrator Policies.  
COMPANY MAKES NO PROMISES OR INCOME CLAIMS FOR DEMONSTRATORS AND PROHIBITS ME FROM MAKING INCOME CLAIMS TO POTENTIAL TEAM MEMBERS, UNLESS IN STRICT ACCORDANCE WITH THE LAW AND THE REQUIREMENTS IN THIS SECTION. YOU MUST NEVER MAKE CLAIMS REGARDING EARNINGS AND COMPENSATION THAT ARE NOT TRUTHFUL AND ACCURATE, OR, EVEN IF TRUE, ARE MISLEADING OR AMBIGUOUS IN ANY RESPECT.

**19. EXCESSIVE INVENTORY PURCHASES PROHIBITED.** Company business is based upon the sale of Company Products to end consumers. To prevent any problems that could result from my purchasing an excess of Company Products that I may be unable to sell, I agree to the following:

- (a) I will purchase Company Products for my personal use, the use of my family, or for resale, only in reasonable amounts. I will not maintain an inventory of Company Products for resale;
- (b) I will keep receipts of all retail sales for two (2) years to verify sales made to retail customers; and
- (c) I will not purchase Company Products solely for the purpose of qualifying for awards, bonuses, incentives, or other compensation, or encourage others to do so. I agree not to purchase more products than I can reasonably use or products that are not purchased by actual customers, and I agree not to purchase products for reasons other than satisfying my own personal demand or the demand of actual customers. If Company determines that I am buying products solely to meet qualifications or to maintain a status under the Compensation Plan, or that I am encouraging others to do so, without sufficient actual sales to consumers, then Company will have the right to suspend or terminate my Demonstratorship.

**20. TERM.** The initial term of this Agreement is one (1) year, and it will automatically renew every year on its anniversary so long as:

- (a) I am in compliance with this Agreement and in good standing with Company;
- (b) this Agreement has not been cancelled or terminated by me or Company;
- (c) I have not informed Company and Company has not informed me of intent not to renew; and
- (d) Company has not notified me that I must execute a new agreement.





21. **MY RIGHT TO CANCEL THIS AGREEMENT.** I understand that I may cancel this Agreement at any time for any reason or for no reason by providing written notice to Company of my election to cancel. Demonstrators who cancel their Agreement with Company (and their Supporting Demonstrators, if any) may not be eligible to rejoin Company as Demonstrators for ninety (90) days from the date of cancellation. Demonstrators residing in certain jurisdictions may have additional rights.
22. **REPURCHASE OF PRODUCTS AND SALES AIDS BY COMPANY.** Company will repurchase all Company Products, sales literature, and sales aids that are in a reasonably resalable condition and that I acquired from Company in the preceding twelve (12) months, if returned to Company at my expense, for not less than 90% of my original net cost. Goods that are no longer marketed by Company are not returnable if it is clearly disclosed at the time of sale that such goods are sold as nonreturnable, discontinued, or seasonal items. Demonstrators residing in certain jurisdictions may have additional rights concerning Company's repurchase of Company Products, sales literature, and sales aids, as more fully set out in the Demonstrator Policies.
23. **TERMINATION BY COMPANY.** Subject to any rights to a hearing and appeal when termination is made for disciplinary purposes, Company may terminate this Agreement at any time with or without cause by giving me thirty (30) days' prior written notice of such termination or such notice as may be required or permitted by the laws of the jurisdiction in which I reside. In addition, Company will have the right to terminate this Agreement at any time if I am in breach of the Agreement or if I fail to comply with the requirements herein.
24. **EFFECT OF TERMINATION OR CANCELLATION.** Upon termination or cancellation of this Agreement for any reason, or upon failure to renew this Agreement, I will lose all rights as a Demonstrator, including all rights to receive payments, promotions, prizes, incentives, bonuses, and other compensation or benefits, and I waive all rights to my former team and to any unearned bonuses, commissions or other remuneration that may be derived through sales and other activities of my former team. Company will, within thirty (30) days from the date of termination or cancellation, issue commissions and overrides earned while I was active, as set forth in the Compensation Policy. Upon termination of this Agreement or at any time obligations are due by me to Company, Company may satisfy all claims and debts owed by me out of any unpaid amounts due me. If such amounts are not sufficient to cover all my outstanding debts, I will have thirty (30) days to pay the remaining balance. Interest at the rate of 1.5% per month, or the maximum rate allowed by the law, whichever is greater, will accrue on the remaining balance after thirty (30) days. I will be responsible for attorneys' fees and costs incurred by Company to enforce this Agreement or collect any debt from me, regardless of whether suit has been filed, including fees and costs of any mediation, arbitration, or court proceeding, including any appeal.
25. **NO ASSIGNMENT.** I understand that I may not transfer, assign, or sell my rights under this Agreement, and that any attempt by me to transfer, assign, or sell my rights under this Agreement without the prior written consent of Company will render this Agreement voidable at the option of Company in its sole and absolute discretion and may result in termination of my Demonstratorship.
26. **INDEMNIFICATION.** I agree to defend, indemnify, and hold harmless Company and its officers, directors, employees, and agents, and their respective successors and assigns from and against any and all claims, demands, causes of action, liabilities, damages, losses and expenses, whatsoever (including, but not limited to, attorneys' fees and costs of litigation), including any of the foregoing as may be attributable to or caused by my Spouse, arising out of or relating to:
- damage or injury to persons or property caused or sustained in connection with the performance of this Agreement, my participation in Company-sponsored activities or travel thereto, or any violation of any statute, ordinance, or regulation, by me, by my Spouse, or by my Demonstratorship;
  - payment of all federal, state, and local taxes or contributions imposed on me or my Demonstratorship including, but not limited to, unemployment insurance, sales tax, use tax, income tax, and Social Security and workers' compensation laws;
  - any willful or knowing violation or infringement of any copyright, patent, intellectual property, other proprietary rights of any person or entity, or any act or omission committed by me that causes me to be in breach of any contract (for example, a confidentiality or non-competition agreement) to which I am subject and a party; and
  - any negligent, grossly negligent, intentional, willful, or knowledgeable violation of any statute, rule, or regulation pertaining to, and enforced by, the U.S. Federal Trade Commission or in violation of or contrary to Truth in Advertising ([www.truthinadvertising.org](http://www.truthinadvertising.org)) best practices regarding deceptive or misleading marketing statements and claims, committed or caused by me, my Spouse, my Supporting Demonstrator, Demonstratorship, any of my assistant(s), directors, officers, employees, or agents and their respective successors and assigns, via any statement, social media post, in video, written, audio recording, or any other form of media that conveys a potentially deceptive, inaccurate, or misleading message to a third-party who would or could reasonably rely on the message.
27. **MANDATORY ARBITRATION; CLASS ACTION WAIVER.** The Company hopes to never have a dispute with me, as a Demonstrator, but if it does, Company and I agree to try for 60 days to resolve it informally. If we cannot resolve it informally, Company and I agree to binding arbitration individually before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") (to the exclusion of state law inconsistent with the FAA), and I agree not to sue Company in any court in any jurisdiction except as provided in this Agreement. Instead, a neutral arbitrator will decide any dispute between Company and me, and the arbitrator's decision will be final except as provided under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed, and I waive the right to pursue any such proceeding. Combining individual proceedings without the consent of all parties is not allowed. An arbitrator cannot combine cases or consolidate claims. For purposes of this Section 27, the "Company" and "Stampin' Up!" includes Stampin' Up! Inc. and its affiliates.
- DISPUTES COVERED.** The term "dispute" is as broad as it can be and includes any cause of action, claim, or controversy between Company and me concerning this Agreement, including the Demonstrator Policies and the Compensation Plan, any advertising, marketing, or communications, any products or services offered or sold, and any purchase transactions or billing, under any legal theory including, without limitation, contract, warranty, tort, statute, or regulation.
  - MAIL A NOTICE OF DISPUTE FIRST.** If I have a dispute, and Company's Demonstrator Support personnel cannot resolve it, I will send a Notice of Dispute by U.S. Mail to Stampin' Up! Inc., 12907 South 3600 West, Riverton, Utah 84065. I will include my name, address, how to contact me, what the problem is, and what I want. The Company similarly will send me a Notice of Dispute at my address if it has a dispute with me. Company and I will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, I or Company may start an arbitration if the dispute remains unresolved. Informal negotiation is a condition precedent to the right to commence arbitration or other legal action permitted by this Agreement.
  - SMALL CLAIMS COURT OPTION.** Instead of starting an arbitration, I may sue Company in small claims court in my county of residence or if my Demonstratorship is a business entity, my principal place of business, or in Salt Lake County, Utah, if I meet the court's requirements.



- (d) **ARBITRATION PROCEDURE.** The AAA will conduct any arbitration under its Commercial Arbitration Rules, or if the value of the dispute is \$75,000 or less, its Consumer Arbitration Rules. For more information, see [www.adr.org](http://www.adr.org) or call 1-800-778-7879. To start an arbitration, submit the form available at <https://www.adr.org/rulesformsfees?practice=28> to the AAA and mail a copy to Company. In a dispute involving \$25,000 or less, any hearing will be by telephone or electronic transmission unless the arbitrator finds good cause to hold an in-person hearing. Any in-person hearing will take place in my county of residence or, if my Demonstratorship is a business entity, my principal place of business, or in Salt Lake County, Utah. The choice is up to me. The arbitrator may award the same direct damages to me individually as a court could, and the arbitrator may award declaratory or injunctive relief only to me individually to satisfy my individual claim. The arbitrator will not have the authority to award any loss of profits, indirect, direct, special, incidental, punitive, exemplary, non-economic, or consequential damages, and for any other losses. Each Party agrees to keep confidential the existence, content, and results of any arbitration commenced under this Agreement unless it obtains the prior written consent of the other Party, except for disclosures required by law or legal duty and disclosures to pursue a legal right or to enforce or challenge an award in legal proceedings.
- (e) **ARBITRATION FEES AND PAYMENTS.**
- (i) **DISPUTES INVOLVING \$75,000 OR LESS.** Stampin' Up! will promptly reimburse my filing fees and pay the AAA's and arbitrator's fees and expenses. If I reject Company's last written settlement offer made before the arbitrator was appointed, my dispute proceeds to an arbitrator's decision (called an "award"), and the arbitrator awards me more than this last written offer, Company will: (i) pay the greater of the award or \$1,000; (ii) pay my reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that my attorney reasonably accrues for investigating, preparing, and pursuing my claim in arbitration.
- (ii) The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- (f) **Must File Within One Year.** Company and I must start arbitration or other legal action as permitted by this Agreement within one year from when it first could be filed. Otherwise, the claim or dispute is permanently waived and barred.
- (g) **APPLICABILITY.** This agreement to arbitrate applies to Stampin' Up! Inc. as well as to all owners, officers, directors, employees, or principals of Stampin' Up! Inc., and all others who claim any rights or benefits based upon or relating to the relationship between Company and Demonstrator or who make any claim or defense based upon or relating to this Agreement, including the Demonstrator Policies.
- (h) **REJECTING FUTURE ARBITRATION CHANGES.** You may reject any change Stampin' Up! Inc. makes to this Section 27 (except address changes) by sending Company notice within 30 days of the change by U.S. Mail to Stampin' Up! Inc., 12907 South 3600 West, Riverton, Utah 84065. If I do, the most recent version of this Binding Arbitration and Class Action Waiver provision before the change I rejected will continue to apply.
- (i) **SEVERABILITY.** If the class action waiver is found to be illegal or unenforceable in whole or in part as to all or some parts of a dispute, then those parts will not be arbitrated but may be litigated, with the rest proceeding in arbitration. If any other provision of this Section 27 is found to be illegal or unenforceable, that provision will be severed but the rest of this Section 27 still applies.
- (j) **CONFLICT WITH AAA RULES.** These terms govern to the extent they conflict with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- (k) **SURVIVAL.** This agreement to arbitrate will survive the cancellation or termination of this Agreement.

**LOUISIANA RESIDENTS:** Notwithstanding the foregoing, a Louisiana resident is entitled to bring an action against Company with jurisdiction and venue as provided by Louisiana law.

\_\_\_\_ [PLEASE INITIAL] I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AND UNDERSTAND THAT I AM WAIVING ANY RIGHT TO COMMENCE OR PARTICIPATE IN A CLASS ACTION AGAINST STAMPIN' UP! INC.

- (l) **INTELLECTUAL PROPERTY AND TRADE SECRETS OPTION.** Notwithstanding anything to the contrary in this Agreement, I understand, acknowledge, and agree that (i) infringement of Company's intellectual property rights, (ii) breach of my confidentiality obligations, non-competition obligations, and non-solicitation obligations (including, but not limited to, those provided in Sections 10, 11, and 12 of this Agreement), (iii) impairment of Company's good will, or (iv) non-compliance with the Angel Policy will cause immediate and irreparable injury, loss, and harm to Company, and that Company will be entitled, without waiving any other rights or remedies, to injunctive relief and specific performance and may apply at any time for an injunction or specific performance before any court of competent jurisdiction.
28. **JURISDICTION, VENUE, AND APPLICABLE LAW.** I consent to the non-exclusive jurisdiction and venue of the state and state court in Salt Lake County, Utah, for purposes of enforcing an award by an arbitrator, for the enforcement by Company of intellectual property rights, confidentiality obligations, non-competition, non-solicitation, impairment of good will, or enforcement of the Angel Policy, or any other matter not subject to arbitration as specified in this Agreement, including the Demonstrator Policies. This Agreement and any controversy, claim, or dispute between the Parties arising out of or relating to this Agreement will be governed by the laws of Utah, except for its conflict of laws rules.
29. **LIMITATION OF LIABILITY.** To the extent permitted by law, Company, its owners, directors, officers, employees, and agents, and assigns (collectively "Responsible Parties") will not be liable for, and I hereby release Company and Responsible Parties from and waive all claims against Company and Responsible Parties for any loss of profits, indirect, direct, special, incidental, punitive, exemplary, non-economic, or consequential damages, and for any other losses incurred or suffered as a result of: (i) my breach or the breach of my Demonstratorship of this Agreement, (ii) the promotion or operation of my Demonstratorship, (iii) incorrect or wrong data or information provided by me or my Demonstratorship to Company or Responsible Parties, and (iv) my failure or the failure of my Demonstratorship to provide any information or data necessary for Company to operate its business. I AGREE THAT THE ENTIRE LIABILITY OF COMPANY AND RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, WILL BE LIMITED TO THE VALUE OF PRODUCTS I HAVE PURCHASED FROM COMPANY THAT ARE IN RESALABLE CONDITION.
30. **WARRANTY AND DISCLAIMER.** Company guarantees Company Products to be free from material defects when shipped. Company's sole obligation, and my sole and exclusive remedy, for breach of this warranty will be to return any defective product and to receive a replacement as described in the Demonstrator Policies. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES CONCERNING COMPANY PRODUCTS, COMPANY OPPORTUNITY, MARKETING MATERIALS, BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THIS



AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION. THIS DISCLAIMER OF WARRANTY IS AN ESSENTIAL PART OF THIS AGREEMENT.

31. **AMENDMENT OF AGREEMENT.** This Agreement may be amended from time to time by Company in its sole and absolute discretion, provided I am given not less than thirty (30) days' prior written notice identifying and setting forth the affected provisions together with the effective date of the amendment. Such notification may be provided in any commercially reasonable manner, including, but not limited to, by publication on Company's website or via email. Notwithstanding the foregoing, if an amendment is necessary to comply with federal or other applicable laws, the amendment will be effective immediately upon posting on Company's website. If I do not agree to any amendment, I will cancel my Agreement in writing no later than the effective date of the amendment. I understand, acknowledge, and agree that I will be deemed to have accepted such amended Agreement if I continue to place orders for Company Products following the effective date of the amendment. I understand, acknowledge, and agree that it is my responsibility to stay abreast of current and updated information, and that Company is in no way liable for my lack of knowledge of current information. Company reserves the right to discontinue Company Products or to change prices, discounts, and shipping and handling charges at any time, and to change status requirements or incentive programs at any time upon thirty (30) days' prior written notice. Changes to Company policy may be published in Company publications pending inclusion in the next publication of the Demonstrator Policies or other Company documents, and are incorporated into this Agreement by reference. As a Demonstrator, I may have the opportunity to earn income under Company's Compensation Plan. I understand, acknowledge, and agree that Company reserves the right to modify the Compensation Plan and that it will not be liable for any loss of income resulting from such changes.
32. **NOTICES.** Except as may otherwise be required by the laws of the jurisdiction in which I reside, all notices required or given under this Agreement will be in writing and will be deemed effective when delivered in person or when deposited with the U.S. Postal Service, postage prepaid, addressed to Company at its principal business address shown at the top of this Agreement, or to me at the address provided in this Agreement, or to such address as either Party may designate from time to time in writing delivered to the other party.
33. **ENTIRE AGREEMENT; SEVERABILITY; INTERPRETATION.** This IDA constitute the full and only agreement between Company and me, and supersede all prior written and oral agreements, discussions, and representations by Company not explicitly made in this Agreement, including the Demonstrator Policies, the Compensation Plan, and Company publications. If any term or condition of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the validity, legality, or enforceability of any other term or condition of this Agreement, or invalidate or render unenforceable such term or condition in any other jurisdiction. The captions herein are for convenience of reference only and will not be considered in determining the legal effect of any provision of this Agreement.
34. **BINDING AGREEMENT.** I understand, acknowledge, and agree that Company may reject my IDA and application any time before shipment of my Starter Kit. I agree to be bound by this Agreement upon Company's approval of this Agreement, as evidenced by Company's shipment of a Starter Kit to me. Company agrees to be bound by the terms of this Agreement upon its approval.
35. **NO FORFEITURE OR WAIVER.** The Parties agree that Company will not be deemed to have forfeited its right to require compliance with the terms of this Agreement and with applicable laws and regulations. The waiver by Company at any time of any right contained in this Agreement or its failure to insist upon strict compliance with any obligation or provision of this Agreement will not be deemed a continuing waiver and will not preclude the subsequent enforcement of any such right or any other right or operate as a waiver of its right to demand exact compliance with this Agreement. The existence of any claim or cause of action I may have against Company will not constitute a defense to its enforcement of any term or provision of this Agreement.
36. **FORCE MAJEURE.** Neither Party hereto will be liable for any delay in performance or failure to perform any of its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, abnormal weather, fire, flood, explosion, strike, labor disputes or difficulties, civil disorder, riot, act of war or the public enemy, insurrection, acts of terrorism, curtailment of a source of supply or transportation facilities, disaster, disease, declared state of emergency, plague, quarantine or restriction, epidemic or pandemic, catastrophe, earthquake, intervention or order by any local, municipal, county, state, or federal governmental authority, including, but not limited to, stay-at-home or shelter-in-place orders, or any other similar event beyond the reasonable control of that Party; provided however, that the Party affected will give notice to the other Party of any actual or anticipated delay, will use its reasonable best efforts to minimize any such delay and overcome its effects, and will promptly resume performance when the cause of such delay is removed. Should changes in applicable law after the date of this Agreement prevent performance of this Agreement, such prevention will be considered as a case of force majeure, and neither Party hereto will be liable to the other for any damages resulting from the non-performance of this Agreement as the result any such law.
37. **RIGHTS ARE CUMULATIVE.** All rights, powers, and remedies given to Company are cumulative, not exclusive, and in addition to any and all other rights provided by law. Upon any breach of this Agreement by me, in addition to suspension and termination, Company will have the right to impose fines and other sanctions as established by Company pursuant to the Demonstrator Policies and to pursue all legal and equitable remedies to enforce its rights under this Agreement. Company will have the right to offset any amounts I owe to Company against commissions owed to me.
38. **EXECUTION OF AGREEMENT.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which signed counterparts when taken together will constitute but one and the same instrument. Each of the Parties hereto consents to electronic transmittal, signing, and archiving of this Agreement.



**ACKNOWLEDGEMENT.** I have truthfully and accurately completed this IDA. I HAVE READ ALL DOCUMENTS COMPRISING THIS AGREEMENT IN THEIR ENTIRETY, INCLUDING ALL OF THE FOREGOING DOCUMENT, THE DEMONSTRATOR POLICIES, AND THE COMPENSATION PLAN, and acknowledge my acceptance of each of the terms and conditions contained therein, including the mandatory arbitration provision and waiver of class action. I certify that no claims or representations of income of any kind have been made to me and that I have not relied upon any such claims or representations. Other than the cost of a Starter Kit, I have not paid any application fees or given any other consideration in order to become a Demonstrator. I certify that I am of legal age in the jurisdiction in which I reside, that I am legally able to enter into this Agreement, that I possess a valid Social Security number (or if applicable, a valid EIN), and that I have a permanent address in a state, possession, or territory of the United States of America.

\_\_\_\_\_  
DEMONSTRATOR'S SIGNATURE

\_\_\_\_\_  
DEMONSTRATOR'S PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPPORTING DEMONSTRATOR APPLICANT'S SIGNATURE (IF APPLICABLE)

\_\_\_\_\_  
DEMONSTRATOR'S PRINTED NAME

\_\_\_\_\_  
DATE

