



SILVER ICING ONLINE STYLIST AGREEMENT

As a new Stylist, I understand and agree with Silver Icing, Inc. (referred to as “Silver Icing” or the “Company”), that our relationship will be governed by the terms of this Stylist Agreement (referred to as “this Agreement”) I understand and agree that this is a legally binding agreement and that I am required to agree to the terms and conditions of this Agreement and any other document incorporated into this agreement by reference in order to be authorized to arrange for the sale of Silver Icing products.

By signing below, I agree to each of the following:

- 1) **Definition of this Agreement.** As an independent Stylist I understand that I am responsible for the means and methods by which I make sales commissions and bonuses. To the extent not reflected in this document, my agreement with Silver Icing also requires me to employ integrity, honesty, and responsibility in my behaviour and actions with Silver Icing, my customers and my fellow Stylists including and without limitations, presenting and promoting Silver Icing products in a truthful manner. I understand that this Agreement may be amended from time to time, and I agree that any such amendment will apply to me. The continuation of my Silver Icing independent business or my acceptance of bonuses or other benefits shall constitute my acceptance of any and all amendments. Even though Silver Icing discloses typical earnings of Stylists on its website and Stylist guide at www.silvericing.com, I understand there are no guarantees regarding income.
- 2) **Independent Contractor Status.** I understand and agree that I am an independent contractor and not an employee of Silver Icing and shall not be entitled to receive from Silver Icing any benefits whatsoever. Silver Icing is not required to make contributions for employment insurance, Canada Pension, worker's compensation and other similar levies in respect of payments to be made to me as a Stylist. I agree that I shall be fully responsible for paying all applicable federal and provincial withholding taxes, source deductions, PST, GST/HST, income taxes, employment insurance premiums, Canada Pension Plan contributions, worker's compensation contributions and provincial employee health tax contributions as well as any other levies, premiums, license requirements and fees related to my earnings and activities as a Stylist. I agree that I have been directed to and had been given ample opportunity to obtain independent accounting and legal advice with respect to the provisions of this agreement and executes this Agreement voluntarily with a full understanding of the contents. I further agree that as an independent contractor, I am not an employee, agent, partner, legal representative or franchisee of Silver Icing. I shall be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance, etc. I will have and maintain control of the manner and means of my performance under this Agreement. I will have no power or authority to incur any debt, obligation or liability on Silver Icing's behalf.
- 3) **Competency.** I am competent and of legal age to enter into binding contracts and I have carefully read, understand, and agree to this Agreement.
- 4) **As a Silver Icing Stylist,:**
 - a) I have the right to arrange for sale of any Silver Icing products and services in accordance with this Agreement;
 - b) I have the right to mentor persons in Silver Icing;
 - c) I have an obligation to train and motivate Stylists on my team in my Downline (Downline refers to the network of stylists, associated with me, for which I receive a commission on their sales.);
 - d) I will comply with all Federal, provincial, and municipal laws, ordinances, rules, and regulations related to my acting as a Silver Icing Stylist;

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- e) I shall be fully responsible for paying all applicable federal and provincial withholding taxes, source deductions, taxes, employment insurance premiums, Workers Compensation contributions and other levies, premiums, license requirement and fees related to your earnings and activities as a Stylist;
- f) As an independent contractor of Silver Icing, I agree to report the income from my Silver Icing business on my related income tax return.
- 5) **Products Purchased from Silver Icing.** I agree to purchase a Silver Icing Online Stylist Starter Kit and that the Starter Kit shall not result in any commissionable value. I am not obligated to purchase anything other than the Starter Kit. I agree that all items required to be purchased (i.e., Stylist Starter Kit), are non-refundable. The Starter kit is \$75 plus applicable taxes, which is a prepayment on the tax that will be due when the gift card purchase(s) are made. The Online Stylist Starter kit includes a \$100 gift card that can be used online at www.silvericing.com. The gift card can be used for a personal purchase or use all or part of as promotion that you can offer to my customers to get my business started.
- 6) **Services to be Performed by Stylist.** I will promote and sell Silver Icing products to ultimate consumers. I will receive 20% commission on my personal retail sales made through me directly, on my personal Silver Icing website or through my personal Silver Icing Facebook page. Sales commissions are calculated on subtotals before taxes & shipping and after all discounts. Returned products will result in negative commission for those piece(s) and commission will be deducted in the calendar month the product is refunded. I understand that there is only one revenue generating event for a Stylist, namely the sale of Silver Icing products to retail customers and I acknowledge that all commissions and other remuneration shall be paid solely as a consequence of a Stylist's supply of the services of arranging for same. I understand that no commissions or other remuneration shall be paid to anyone for the mere sponsorship or enrollment of any other Stylists, or for any other reason. Stylists are strictly prohibited from making or representing that compensation is payable for anything other than arranging for the sale of goods to retail customers.
- 7) **Amendments to this Agreement.** I understand that this agreement may be amended at any time at the sole discretion of Silver Icing and I agree that any amendments will apply to me, regardless of whether or not I like the amendment. My acceptance of commission or Downline commission after an amendment becomes effective shall constitute my acceptance of and agreement to the amendment(s). Any amendments will become effective immediately once notice has been given by Silver Icing via email, through Facebook or within the Silver Icing back end system.
- 8) **Purchasing samples.** I will receive a 25% sample discount to be used for personal items or items that will be used as demonstration to aid with sales. In addition to the sample discount. I will be given a bonus discount every month. For every \$200 of personal retail sales in a given month, I will be given the opportunity to purchase one 50% off item during the following calendar month. For example, if my personal retail sales are \$1200 for July, I will be given the option to purchase up to 6 items at 50% off during the month of August. Any items after the 6 will be at a 25% discount.
- 9) **Mentoring Stylist Responsibilities.** In the event I mentor an applicant to be a Stylist and the application is accepted by Silver Icing, I will accept the duties and obligations of training, support and recognition. The mentored individual will become part of my team and I will earn 5% of their personal retail sales under the condition that I have Active Status in the same calendar month. This 5% commission will be referred to as, and considered to be, my Downline commission.
- 10) **Active Stylist Status** I understand that with the acceptance of this agreement and purchase of my Silver Icing Stylist Kit, I am agreeing to sell Silver Icing products. As long as I am considered a Stylist for Silver Icing I will receive 20% commission on all of my personal sales. I will also receive 5% of the sales made by my Downline team, however, in order to qualify to receive my 5% Downline commission and my personal sample discounts, I

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must be considered an Active Stylist. I must maintain a minimum of \$250 in personal retail sales in any given calendar month to be considered an Active Stylist. If I do not achieve \$250 in personal retail sales, I will not qualify for Active status, I may lose access to the Silver Icing email account included in my signup fee and I will not be eligible to receive my down line commission or take advantage of my bonus discount.

- 11) **Cancellation Policy.** I understand that from the day I sign up as an online stylist, I must have a minimum of \$600 in sales (which are calculated on subtotals before taxes & shipping and after all discounts, and refunded purchases will be deducted) over a rolling six-month period calculated on the first of every month. If I fail to meet this requirement, I will be canceled with no notice from the company which causes me to be removed from the company downline organization. My downline will be compressed to the next upline consultant who is in good standing. In the event of extenuating circumstances, I may submit a request for extension to meet my minimum sales requirement.
- 12) **Use of Silver Icing Intellectual Property.** I acknowledge that upon Silver Icing's acceptance of the Agreement, Silver Icing has granted me a limited, non-exclusive license to use its trademarks, service marks, trade names, patents and copyrighted materials (referred to as "Silver Icing Intellectual Property"). All Silver Icing Intellectual Property is owned solely by Silver Icing. I may use Silver Icing Intellectual Property only (a) after obtaining written permission from Silver Icing prior to use, or (b) where the Silver Icing Intellectual Property appears on materials distributed by Silver Icing for use by Stylists. I agree to use only written, recorded or other promotional or advertising materials that have been produced, distributed and approved in writing by Silver Icing. All rights and licenses granted in or under this Agreement shall terminate automatically upon the termination of this Agreement. I understand that demonstration, display or sales of Silver Icing Products in retail or service establishments of any kind, unless the owner of the retail or service establishment is an active Stylist, is prohibited.
- 13) **Use of your Personal Website and Facebook Page.** I am required to choose a Personal Website address, to have access to the backend office and be assigned a Facebook Silver Icing Personal Page when I first sign up as a Stylist. The cost to you for the use of these items is included in your stylist signup fee.
- 14) **Ownership and Use of Confidential Information.** I acknowledge that Silver Icing owns all product, supplier information and customer data that I may create or compile, including but not limited to product purchase information, customer profile data, distributor lists, operating and manufacturing procedures, product development information, financial data and marketing materials (collectively, "Confidential Information"), and that all Confidential Information is confidential and that its disclosure could cause great and irreparable harm to Silver Icing. I will not use or disclose Confidential Information to any person except in strict accordance with this Agreement. I will not use Confidential Information to sell products or services other than Silver Icing products or services or in connection with any other business during the term of and after termination of this Agreement. I may be required from time to time to provide Silver Icing with information relating to my sales activities. I hereby authorize and consent to the collection, use and disclosure of personal information about me relating to such activities.
- 15) **Sale of Other Products.** I understand that I may not market, sell, offer for sale to anyone, or promote any ancillary products related to or competing with Silver Icing business other than those manufactured, distributed or approved in writing by Silver Icing, including Silver Icing products. I will not sell ancillary products, business enhancers or service to another Stylist unless previously granted written approval by Silver Icing.
- 16) **Non-Solicitation.** As an inducement to Silver Icing to enter into this Agreement and in consideration of the mutual covenants contained herein, during the term of this Agreement and for a period of one year thereafter, I shall not directly or indirectly, on my own behalf or any other person or entity, solicit, induce, hire or attempt to solicit, induce or hire any Stylist to terminate or alter his or her business relationship with Silver Icing. I will not

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solicit any past or present Silver Icing Independent Stylists to become an independent distributor for any other direct sales company additionally, for a period of one year after the termination of this Agreement. I will not compete with Silver Icing by attempting to establish a direct wholesale relationship with suppliers of Silver Icing.

- 17) **Photo and Video Release.** I hereby give Silver Icing and its agents or assigns a non-exclusive license to use, for any purpose, photographs or videos submitted by me to Silver Icing. Silver Icing may use any photographs or videos taken of me at a Silver Icing event for any purpose. I hereby waive my right to inspect or approve the finished photographs, videos, advertising copy or printed matter that may be used in conjunction therewith or the eventual use that the photographs or video may be applied.
- 18) **Termination of this Agreement.**
- a) Termination without Cause. This Agreement is effective from the date of acceptance by Silver Icing and will terminate in one year unless a Stylist renews this Agreement. The Company reserves the right to terminate this Agreement with any Stylist at any time for any reason by notifying you in writing of our election to terminate.
 - b) With Cause. Silver Icing may immediately terminate this Agreement without notice in the event of my death, insolvency, assignment for the benefit of creditors, or misrepresentation in or breach of any provision of this Agreement, as herein defined. If you are terminated by the Company for cause, we reserve the right to reject any future re-application by you.
- 19) **Events Occurring Upon Termination of this Agreement.** Upon termination of this Agreement, I will (1) within five days of termination, pay all amounts due and owing to Silver Icing; (2) cease representing myself as a Stylist of Silver Icing; and (3) be ineligible to receive any un-accrued compensation or benefits as a Stylist. I will immediately cease all use of Silver Icing Intellectual Property and Confidential Information. I will cease displaying, offering for sale or selling Silver Icing products. If requested by the Company, I will hand over all Confidential Information to Silver Icing.
- 20) **Transferability.** Neither this Agreement nor my Silver Icing business may be transferred or assigned by me or operated in partnership with any other person. Silver Icing may assign this Agreement at any time.
- 21) **Entire Agreement.** This Agreement supersedes all prior communications, understandings and agreements between the parties and contains the entire agreement between the parties relating to its subject matter. Silver Icing may amend this Agreement without prior notice, at any time, effective upon publication or transmittal of such amendment in official company publications, literature or voicemail as applicable. In the event of any conflict between the terms of this Agreement or any other document and any amendments, I agree that the amendment shall take precedence and control.
- 22) **Indemnification/Offset.** I will indemnify and hold harmless Silver Icing and its agents and assigns from and against any damages, claims or liabilities and expenses (including attorneys' fees), incident to my (a) activities as a Stylist including, without limitation, any unauthorized representations made by me; (b) breach of the terms of this Agreement; or (c) violation of, or failure to comply with any applicable federal, provincial or local laws or regulations. Silver Icing shall have the right to offset any amounts owed by me to Silver Icing (including, without limitation, the repayment of bonuses as a result of product returns) against the amount of any commissions or bonuses owed to me.
- 23) **Cumulative Remedies/Waiver.** All rights, powers and remedies given to Silver Icing are cumulative, non-exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of Silver Icing to exercise any power or right under this Agreement or to insist upon strict compliance by me with any obligation or provision shall constitute a waiver of Silver Icing's right to demand exact compliance therewith. Waiver by Silver Icing may be effective only in writing by an authorized officer or director of Silver Icing.

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24) **Injunctive Relief.** Upon any breach of this Agreement by me, Silver Icing will immediately and irreparably be harmed and cannot be made whole solely by monetary damages. Because the remedy at law for any breach of any provision of this Agreement shall be inadequate, in addition to any other remedies in law or equity that it may have, I agree that Silver Icing shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement. In addition, Silver Icing shall be entitled to its costs and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.

25) Except as provided in writing by Silver Icing, I am the only person in my household who is or who seeks to be, a Stylist.

I agree that if any portion of this Agreement is judicially determined to be invalid, that invalidity will not affect the remaining portions of this Agreement.

The headings in this Agreement are inserted only for convenience and are not part of the Agreement. All written notices required by this Agreement to be given to me will be deemed received if mailed to my most current address on file with Silver Icing.

26) **Governing Law/Venue/Arbitration.** This Agreement is entered into and is to be performed in material part in the Province of British Columbia and accordingly is subject to and will be construed under the substantive laws of the Province of British Columbia. All arbitration hearings will be held in Vancouver, British Columbia. The prevailing party at arbitration will be entitled to reimbursement by the other party of its costs and expenses incurred in the arbitration, including without limitation reasonable attorneys' fees.

I acknowledge that I have read, understand, and agree to the terms set forth in this Agreement. I am of the age of majority in the province where I reside and that I am legally able to enter into this agreement. I am a citizen or permanent resident of Canada, and I have a valid Social Insurance number.

Signature

Print name

Date

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