

SILVER ICING

The entity known as Silver Icing is incorporated in Canada under the legal name Silver Icing Inc. referred to as “Silver Icing”, “Silver Icing Inc” or “the Company” within this Agreement (referred to as “this Agreement”). Any individual or entity that participates or attempts to participate in Silver Icing’s Digital Marketing Program (the “Program”) must accept this Agreement without change and will be referred to as the “Stylist” or “I” throughout this Agreement. The Program is owned and operated by Silver Icing. Silver Icing has the right to change or discontinue any aspect or feature of the Program without limitation, including the content and software needed for access or use.

I understand and agree that this is a legally binding agreement which affects your legal rights and obligations 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 participate in the Program.

I have reviewed this Agreement in its entirety and by either signing this document or agreeing to its terms electronically, whether by electronic signature, verification, checkbox or another verification step, I agree to be bound by each of the terms and conditions in this Agreement.

1. **Term.** This Agreement shall be deemed to be entered into on the date upon which I agree to the terms of the same, whether electronically in any form or by signing this document. This Agreement shall continue until terminated by one or both parties in accordance with this Agreement.
2. **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 behavior 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. My continuation as a Stylist or my acceptance of commissions, bonuses, or other benefits shall constitute my acceptance of any and all amendments. I understand there are no guarantees regarding income.
3. **Independent Contractor Status.** I understand and agree that:
 - a. I am an independent contractor and shall not, under any circumstances, assert or be deemed to be an employee of Silver Icing nor act in any capacity as a director, officer or otherwise act as a controlling mind of Silver Icing.
 - b. In my capacity as an independent contractor, I shall be responsible to submit for myself and my employees any and all required monies, premiums or payments that may be required for Employment Insurance, Canada Pension Plan, Workers’ Compensation, provincial health care, benefits, provincial, municipal and federal taxes and remittances including, but not limited to, PST, RST, QST, HST, GST and any other Canadian provincial or federal government remittance requirements arising under this Agreement or otherwise.
 - c. I shall have no authority to act as an agent of Silver Icing or to bind the Company in any manner whatsoever in any Country or jurisdiction.
 - d. 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.; and
 - e. 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.
4. **Competency.** I am competent and of legal age in Canada to enter into binding contracts and I have carefully read, understand, and agree to this Agreement.

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5. As a Silver Icing Stylist:

- I have the right to arrange for the sale of any Silver Icing products and services in accordance with this Agreement;
 - I will comply with all Canadian Federal, provincial, and municipal laws, ordinances, rules, and regulations related to my acting as a Stylist with Silver Icing.
 - I have an obligation to, and will comply with all of Silver Icing's rules, agreements and regulations related to my acting as a Silver Icing Stylist and if an infraction or breach occurs with respect to these rules, agreements and regulations then I will be subject to: suspension from my Silver Icing account(s), the termination of this Silver Icing Agreement(s), loss of my Active Silver Icing Stylist Status, and seizure of any present and future revenue, or income, derived from all my Silver Icing Stylist activities.
 - As an independent contractor of Silver Icing, I agree to report any income from my Silver Icing business on my related income tax return(s).
 - I will not disrupt Silver Icing's business or engage in conduct which negatively impacts upon its business, reputation or goodwill. I will do everything possible and required to protect and maintain a high ethical standard in carrying out my duties under this Agreement.
 - I will provide such written and verbal reports as may be reasonably required by Silver Icing and necessary to monitor my sales and progress under this Agreement and to ensure compliance with this Agreement;
 - I will comply with the Silver Icing online community group rules and guidelines to positively engage and interact with the community and further, extend the same principles into my own personally run and operated online social media accounts, groups, and forums. I will:
 1. Be Kind and Courteous
 - I recognize that we are community and are working together to create a welcoming, supportive and educational environment. I agree to treat everyone with respect. I am aware that healthy debates are natural, but kindness is required.
 2. Not participate in Hate Speech or Bullying
 - I understand that bullying of any kind is not allowed, and degrading comments about things like race, religion, culture, sexual orientation, gender or identity will not be tolerated and may result in the suspension of my Silver Icing account(s), termination of this Silver Icing Agreement(s) and loss of my Active Silver Icing Stylist Status.
 3. Respect Everyone's Privacy
 - I recognize that being part of this group requires mutual trust and that authentic, expressive discussions make groups great, but may also be sensitive and private. I agree that what is shared in the group should stay in the group.
- 6. Taxes.** I will be responsible for the payment of all Canadian income tax, provincial and/or municipal taxes, Canada Pension, unemployment insurance and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* that arise or may arise as a result of my services under this Agreement.
- 7. Products Purchased from Silver Icing.** I understand I am not obligated to purchase samples, or products to become a Stylist or participate in the Program.
- 8. Network Sellers Method.** I jointly elect with Silver Icing Inc. to have the Network Sellers Method (NSM) rules apply to my network commissions at all times when an approval is granted to Silver Icing Inc. by the Canada Revenue Agency (CRA). I understand that when approval to use the NSM is granted to a network seller (Silver Icing Inc.), the NSM rules apply to all sales representatives (Stylists) within the organization, whether or not they are registrants (for GST/HST purposes). Under these rules GST/HST does not apply to a taxable service provided by a sales representative for which the sales

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representative receives a network commission from a network seller. I understand that Silver Icing has received approval from the CRA to use the NSM effective January 1, 2021, and that the NSM will apply to the 2021 tax year and all future tax years. The terms of the NSM can be found on the CRA website.

- 9. Alternative Collection Method.** I understand that Silver Icing Inc. has been given approval by the Canada Revenue Agency to use the Alternative Collection Method (ACM). I understand that the ACM is a method that simplifies the operation of the GST/HST for direct sellers (Silver Icing) and independent sales contractors (Stylists). When an approval to use the ACM has been granted to a direct seller, the approved direct seller charges and accounts for the GST/HST on the suggested retail price of the product as if the approved direct seller, and not the Stylist, had made the subsequent sale to the end user/purchaser. As a result, I understand that Stylists do not have to register and, whether registered or not, do not account for the GST/HST on their sales of products to the end user/purchaser. The full terms of the ACM can be found on the CRA website.
- 10. Services to be Performed by a Stylist.** My role as a Stylist is to promote and sell Silver Icing products to consumers. As compensation for this role I will receive: (a) a 20% commission on Silver Icing defined “Signature” products that are regularly priced or presale priced, (b) a 15% commission on Silver Icing defined “Select” products that are regularly priced or presale priced, and (c) a 10% commission on Silver Icing defined “Lifestyle” products that are regularly priced or presale priced. Certain sale items will earn reduced commission, as defined here: final sale items ending in 97 cents will have a reduced commission that is 50% of the above prescribed commission rates, final sale items ending in 98 cents will have a reduced commission that is 25% of the above prescribed commission rates. When applying a 50% off reward to a product the balance of the product purchase price is non-commissionable. Commissions are calculated based on my personal “Commissionable Sales”, which are applicable subtotals before taxes, shipping and after all discounts and coupons. Returned products will result in negative commission for the returned item(s) and the commission associated with these returns will be deducted in the calendar month the product is refunded. I understand that commissions are allocated based on how products are ordered. Product sales must be ordered through my personal Stylist Back Office and/or on my personal Silver Icing website for commissions to be attributable to me. 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 the same.
- 11. 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 after an amendment becomes effective shall constitute my acceptance of and agreement to the amendment(s). Any amendment(s) will become effective immediately once notice has been given by Silver Icing, either via email communication, through Facebook or within the Silver Icing back office system.
- 12. New Stylist Referrals.** In the event I refer an applicant to be a Stylist and the application is accepted by Silver Icing, I may be eligible to receive a one-time referral bonus. The referral bonus offer and eligibility criteria to receive the referral bonus will vary from time to time as outlined in the Stylist Back Office.
- 13. Active Stylist Status** I understand that with the acceptance of this agreement I am agreeing to market and sell Silver Icing products. As long as I am considered an Active Stylist for Silver Icing, I will receive commissions as outlined in clause 10. To maintain my status as an Active Stylist, I must achieve a minimum of \$600 in personal Commissionable Sales over a rolling six-month period calculated on the first of every month. If I fail to meet this requirement, my Active Stylist Status may be revoked and this Agreement may be terminated with no notice from the company.
- 14. Prohibited Paid Search Placement.** I understand that commissions and/or bonuses owed to me are forfeited or seized, and if already paid must be repaid to the Company, if products are purchased by a customer who is referred to Silver Icing’s website through a Prohibited Paid Search Placement.

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“Prohibited Paid Search Placement” means an advertisement that I purchase through bidding on keywords, search terms, or other identifiers (including Proprietary Terms) or other participation in keyword auctions. **“Proprietary Term”** means keywords, search terms, or other identifiers that include the word “Silver Icing,” or any other trademark of the Silver Icing Brand, including, but not limited to: ada CASEY, exclusives, KENZLEY, lunalia, Sparrow Cove, Pepper & Zoe, GLOW, mystic bay, Echo Ship, FairClick or variations or misspellings of any of those words (e.g., “silver icing”). **“Redirecting Link”** means a link that sends users indirectly to Silver Icing’s website via an intermediate site or webpage and without requiring the user to click on a link or take some other affirmative action on that intermediate site or webpage. **“Search Engine”** means Google, Yahoo, Bing, or any other search engine, portal, sponsored advertising service, or other search or referral service, or any site that participates in any of their respective networks. I acknowledge that participating in Prohibited Paid Search Placements could result in the loss of my Active Stylist Status and is cause for termination.

- 15. 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 I will not alter any of the above mentioned materials prior to sharing them publicly. 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. I understand that displaying, using, copying, utilizing, or borrowing any of Silver Icing’s, or any of its subsidiaries', Intellectual Property for any purpose(s) that is not related to operating as an independent Silver Icing stylist is strictly prohibited within any country or jurisdiction. I understand that the misuse of Silver icing’s, or any of its subsidiaries', Intellectual Property may result in suspension of my Silver Icing account(s), termination of this Agreement, loss of my Active Stylist Status, legal action against my person, my company or my representative entity in any country or jurisdiction.
- 16. Use of My Personal Website.** I am required to choose a personal website address that I may use to direct customers to when promoting Silver Icing products. I understand that the term "personal website", sometimes referred to as custom URL or Nickname, refers to one or more webpages that I do not own any rights to and have no control of. I understand that I have no stake in any of Silver Icing’s digital domains, or physical assets, and that Silver icing’s websites or webpages, digital domains or physical assets may only be temporarily utilized, accessed, or used, for the purposes of use for Silver Icing Stylist activities within the guidelines and rules defined by the sole discretion of Silver Icing while I am an active Silver Icing stylist. I understand that my utilization, access to, use of, or any temporary use of any of Silver Icing’s websites or webpages, digital domains, or physical assets will be forfeited, and/or relinquished, upon termination of this agreement or any other agreement(s), deactivation of Silver icing back office account(s) or the suspension of my Silver Icing Stylist activities at the sole discretion of Silver Icing.
- 17. Ownership and Use of Confidential Information.** I acknowledge that Silver Icing owns all product, personnel, contract, 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

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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.

- 18. Concurrent Retainers or Employment.** As a Stylist I may accept concurrent retainers or engagements from other entities during the Term, however I understand that I must at all times avoid any conflicts of interest. Also, any additional engagements must not, in any way whatsoever, restrict or conflict with my ability to diligently perform the services required by this Agreement.
- 19. Becoming an Employee.** If I am hired or work for Silver Icing as an employee in any role or capacity, I understand and agree that such employment is independent and separate from, and in no way impacts, my engagement and this Agreement with Silver Icing and *vice versa*.
- 20. Sale of Other Products.** I acknowledge and agree that I can promote and sell Silver Icing products across my social media channels alongside other products I may be affiliated with. However, if I create or build a social media group or account with the distinct purpose or intention of promoting Silver Icing, I shall not market, sell, offer for sale, or promote any products or services not supplied by Silver Icing within any such group or account.
- 21. 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 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.
- 22. 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 or group or individual photoshoot 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.
- 23. Termination of this Agreement.** This Agreement may be terminated or conclude as follows:
 - a. Immediately at the discretion of one of the Parties if the other party has committed a fundamental breach of any of the terms of the Agreement.
 - b. In the absence of a fundamental breach, either Party may terminate this Agreement at any time by providing thirty (30) days' advance written notice to the other Party. However, Silver Icing may, in its discretion, immediately conclude this Agreement under this Section without notice but by paying the Stylist the equivalent of thirty (30) days' Fees based on the average of the Fees made by the Stylist in the two months prior to the termination.
- 24. 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 derived from my role 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.
- 25. Representations.** As a stylist I hereby:
 - a. Represent and warrant that I have the qualifications, experience and capabilities necessary to

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- carry out the services under this Agreement; and
- b. Represent and warrant that the execution and performance of this Agreement does not violate or breach any other agreements to which I am bound.
- 26. Assignment.** Neither this Agreement nor my Silver Icing business may be transferred or assigned by me or operated in partnership with any other person or entity. Silver Icing may assign this Agreement at any time.
- 27. 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; (c) the execution and performance of this Agreement; or (d) violation of, or failure to comply with any applicable worldwide 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 commissions and bonuses as a result of product returns) against the amount of any commissions and bonuses owed to me.
- 28. 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.
- 29. Injunctive Relief.** 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.
- 30. Governing Law and Jurisdiction.** This Agreement has been made and shall be interpreted according to the laws of British Columbia, and any disputes arising under this Agreement shall be adjudicated by a Court of competent jurisdiction in British Columbia.
- 31. Electronic Communications.** As a Stylist I agree to receive communications from Silver Icing electronically. Silver Icing will communicate with me by email or by posting notices on the Silver Icing website or within the Stylist Back Office. I agree that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.
- 32. Survival.** The provisions of this Agreement, which by their context are meant to survive the termination of this Agreement, shall so survive for the benefit of the party relying upon the same.
- 33. Relationship between Parties.** Nothing contained in this Agreement shall be deemed or construed by the Parties hereto nor by any third party, as creating the relationship of principal and agent, employer and employee, or of partnership, or of a joint venture agreement between the Parties, it being understood and agreed that none of the provisions contained herein nor any act of the Parties shall be deemed to create any relationship between the Parties other than an independent service agreement between two parties at arm's length.
- 34. Agreement Entire Relationship.** There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement constitutes the entire agreement between the Stylist and Silver Icing and may only be modified in

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writing.

35. Severability. The provisions of this Agreement are severable, and should any provision herein be held by any Court of competent jurisdiction to be void, unenforceable or otherwise ineffective, such finding shall not invalidate the remaining provisions of this Agreement.

36. Independent Legal Advice. I acknowledge and confirm that Silver Icing advises me to obtain independent legal advice and by executing this Agreement, I confirm that I have had an opportunity to seek independent legal advice prior to executing the Agreement and have either done so or waived the right to do so.

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