

DESIGNER AGREEMENT TERMS & CONDITIONS

Between Origami Owl, LLC (O2) and Independent Designer (ID) identified on Application/Enrollment Form
Relating to Designers purchase of products for resale to consumers on direct sales basis, on the following terms:

1. I am of legal age in my state of residency and/or I am the age of 14 or older and have parental consent to be a Designer under the supervision of parent(s) or guardian. I understand that as an Origami Owl, LLC Independent Designer that I may cancel this agreement at any time regardless of reason by written or electronic email notice to O2. I also understand that my acceptance as an ID is not automatic, but is subject to the receipt and acceptance of my Distributor Application by O2 at its Home Office in Chandler, Arizona.
2. I agree that I am an Independent Contractor, responsible for determining my own business activities without control or direction from O2. I am not an agent, employee or legal representative of O2 and I am responsible for the payment of all federal and state self-employment taxes, and other taxes required by any federal, state, or local taxing agency.
3. I agree that as an ID I will place primary emphasis upon the sale of O2 products to non-ID consumers and that I will sell over one half in dollar purchase cost of my wholesale product purchases from O2 to non-ID consumers as a condition of my right to receive commissions. I will retain and maintain accurate records of my product sales. My ordering of additional wholesale products from O2 constitutes my certification to O2 that I have complied with the foregoing requirement by selling or distributing over one half in dollar volume of my prior wholesale product orders to non-ID's prior to making each of my wholesale purchases from O2. Permissible wholesale product purchases from O2 shall be automatically modified to comply with the exemption requirements set forth in any state's law regulating business opportunities.
4. I will not make any false or misleading or disparaging statements about O2, O2 products, the O2 ID opportunity, and O2 employees, customers and other ID's.
5. I will not use the O2 name, or the O2 trade names, logos, sales materials, company literature, trademarks, or any web-site content, except in materials provided by O2 or approved in writing by O2 prior to their use by me. I understand that unauthorized use or duplication of trade names, trademarks and copyrighted materials is a violation of U.S. federal law.
6. O2 is the owner and exclusive licensee of numerous names and trademarks, including but not limited to "Origami Owl", "O2", "LIVING LOCKETS" and other names and marks of O2, all of which are exclusively owned and/or licensed by O2 and that I have no ownership or use rights or interests therein by virtue of this agreement or otherwise. O2 hereby grants a limited license to ID's to use the names and marks of O2 in their ID business and subject to the terms and conditions of this agreement. ID recognizes the value of the gO2dwill O2 and its licensors have created with their names and marks and acknowledges that hereafter the names and marks and all rights therein and all gO2dwill pertaining thereto belong exclusively to O2 and its licensors.
7. Designer must renew their Designer status each twelve months. O2 may charge an annual renewal fee applicable to all Designers. Failure to make a wholesale product purchase within sixty (60) days of becoming a Designer, or failure to make a wholesale purchase at least once every six months, will each result in the automatic termination of Designer position with O2. If ID fails to annually renew their O2 business, or if it is canceled or terminated for any reason, ID understands that they shall not be eligible to sell O2 products and services nor be eligible to receive and hereby waives all rights to any commissions, bonuses, or any other income resulting from the activities of former downline sales organization. Likewise, if ID is in breach, default or violation of this Agreement at termination, ID shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
8. In order to maintain a viable marketing program and to comply with federal, state, and local laws and economic conditions, O2 may provide Policies and Procedures and additional Terms and Conditions to this Agreement from time to time. Such additions and modifications shall become a binding part of this agreement upon publication on the official O2 website. I understand that no attorney general or other regulatory authority ever reviews, endorses or approves any product, commission program or company, and I will make no such claims regarding O2.
9. I have carefully read and agree to comply with the O2 ID Commission Plan which is, together with all future modifications thereto, incorporated herein by reference as if fully set forth herein. I understand that I must be in gO2d standing, and not in violation of these Terms and Conditions, to be eligible for participation in the Commission Plan. I understand that the O2 ID Commission Plan may be amended at the sole discretion of O2 and I agree that any such amendment will apply to me. Notification of amendments to the Commission Plan shall be in effect upon their publication on the Official O2 website. The continuation of my business or my acceptance of commissions shall each constitute my acceptance of all amendments.
10. I acknowledge that no representations or guarantees have been made to me by O2, its officers, ID's or any representative of the company concerning how much money I may or will earn as an O2 ID.
11. Consultant may not delegate or subcontract duties under this Agreement without the prior written consent of the Company. Any attempt to transfer or assign this Agreement without the express written consent of the Company renders this Agreement voidable at the option of the Company and may result in termination of this Agreement.
12. O2 is responsible for the following fulfillments to ID: Fulfillment of ID's product orders and payment of ID commissions. No credit purchases or C.O.D.'s. ID agrees to sponsor other ID's and to sell products only in the United States, and elsewhere as O2 may authorize from time to time.
13. This agreement is governed under the laws of the State of Arizona. The parties agree that all claims, disputes and differences arising between them under this agreement shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at Chandler, Arizona. Louisiana resident ID's arbitrate at Baton Rouge, Louisiana. The arbitrator may award, in addition to declaratory relief, contract damages and may also award consequential damages in the event of a breach of any provisions of sections 4, 6, 13 and 14 of this agreement and shall award reasonable costs and attorney fees to the prevailing party. An arbitration award may be enforced in any court of competent jurisdiction. This provision shall not preclude either O2 or ID from seeking temporary or permanent injunctive relief in any court of competent jurisdiction.
14. Origami Owl trademarks, service marks, copyrighted and copyrightable materials are considered Intellectual Property and are owned solely by O2. The use of such marks and materials by Consultant must be at all times in compliance with ORIGAMI OWL guidelines. Upon termination of agreement, all such use must cease immediately. Consultant agrees that O2 has a proprietary interest in its customer lists and consultant lists and other confidential information described in Agreement, and Consultant will not use or disclose such Confidential information except as authorized by O2.
15. I understand that if I fail to comply with the terms of this Agreement, O2 may impose upon me disciplinary action(s) as it determines in its sole discretion.
16. I hereby indemnify and hold O2 harmless from my actions and omissions as an O2 ID.
17. Upon termination of the Agreement, O2 agrees to take back any unused literature, sales aid's and wholesale products still in its original packaging provided it can be resold as part of the current line, including the Starter kit, if applicable, at 90% of ID's costs for any inventory obtained within 30 days of termination (less any applicable setoffs and/or money owed by ID to O2.) Requests must be made in writing. Shipping costs for returned items shall be borne by ID. Refund payments will be made within thirty days of actual receipt of returned items. Sales materials and services delivered by internet methods are not capable of being returned to O2 and are not subject to refund. O2 will honor refund requirements at variance with this paragraph as specified by state or federal law.
18. This Agreement in its current form and as amended by O2 as provided herein constitutes the entire contract between O2 and ID. Any actual and implied promises, representations, offers or other communications not expressly set forth or incorporated by reference to this Agreement are of no force or effect. If any provision of this Agreement shall be declared invalid by the adjudicator of the law, the remaining provisions shall remain in force and effect, and the language of the offending provisions shall be reformed only to the extent necessary to ensure their enforceability.
19. Should ID bring a claim against O2 for any act or omission of O2 relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against O2 for such act or omission. ID waives all claims permissible by any other applicable statutes of limitation.
20. The Company, its affiliates, and their respective directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release the Company and its affiliates from, and waive, all claims for loss of anticipated profits, and consequential, incidental, indirect, direct, punitive and exemplary damages or loss incurred or suffered by ID as a result of operation of ID's ORIGAMI OWL business. I further agree to release the Company and its affiliates from all liability arising from or relating to the promotion or operation of my O2 business and any activities related to it, including but not limited to, the presentation of O2 products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and agree to defend, indemnify and hold harmless the Company and its affiliates for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
21. Business ideas submitted to O2 by ID shall become property of O2 unless otherwise agreed to in advance and in writing by O2.
22. I authorize O2 to use my name, photograph, personal story and/or likeness in advertising and in O2 promotional materials and hereby waive all claims for remuneration for such use. This authorization may be cancelled at any time by contacting O2 by written letter sent by way of US First Class mail.
23. A faxed, signed copy of this Agreement shall be treated as an original in all respects.

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (Five days for Alaska residents).

If you cancel, any property traded in, 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 canceled.

If you cancel, you must make available to the seller at your residence, in substantially as gO2d 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, or send a telegram, to:

Origami Owl, LLC

2225 W. Pecos Rd, Suite 4

Chandler, AZ 85224

NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION:

Buyer's Signature _____

Date _____ ID# _____

DO NOT SIGN ABOVE UNLESS YOU WANT TO CANCEL