

**Hello Love, Inc.**  
**INDEPENDENT FANATIC AGREEMENT**

This Agreement is made by and between Hello Love, Inc., a Delaware corporation with its principal place of business at 30900 Rancho Viejo Rd., Suite 145, San Juan Capistrano, CA 92675 (the “**Company**” or “**Hello Love**”), and the individual whose name appears on the attached “Enrollment Application” (“**I**,” “**me**,” or “**my**”), who agree as follows:

By my execution of the Enrollment Application, I apply for acceptance by Hello Love to serve as a Hello Love Fanatic (“**Fanatic**”), which for purposes of this Agreement means an independent distributor of Hello Love products. I understand that the Company may accept or reject any application for any or no reason. Acceptance will automatically be deemed to have occurred once the Company ships my Starter Kit to me. If the Company accepts my Enrollment Application, the effective date of the Contract (as further defined below) will be the date I submitted the Enrollment Application to Hello Love (the “**Effective Date**”).

1. **The Contract.** The Contract is an integrated agreement that includes all of the following: the Hello Love Fanatic Agreement, the Hello Love Company Policies (the “**Company Policies**”), and the Hello Love Compensation Plan (the “**Compensation Plan**”), in their present form and as they may be amended from time to time (collectively, the “**Contract**”). I acknowledge and agree that I have read and understand, and agree to be bound by, the terms and conditions of each of the documents comprising the Contract, including any amendments. I acknowledge and understand that if I fail to comply with or violate the terms of the Contract, the Company may, at its sole discretion, impose the disciplinary sanctions specified in the Company Policies.
2. **Distributorship.** I understand that I may operate a Hello Love distributorship (the “**Distributorship**”), as an individual or through a business entity, as explained in the Company Policies, but I may not operate or hold any ownership interest in more than one Distributorship at any time.
3. **Independent Status; Taxes.** I acknowledge and agree that all Hello Love Fanatics are independent contractors and not agents, employees, partners, representatives, or franchisees of Hello Love. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL TAX PURPOSES OR FOR ANY OTHER REASON. I will be solely responsible for the payment of all applicable taxes (including federal, state, and local income, sales, use, unemployment, worker’s compensation, and Social Security) and any other premiums and fees attributable to my business. I further acknowledge and agree that federal and state laws for minimum wage and overtime pay do not apply to me as an independent contractor. I accept the sole responsibility for all self-employment and all legal country/federal and state and local income and sales taxes and any other taxes on income earned as a Fanatic. The Company will file appropriate tax earnings report forms on each Fanatic at the close of the calendar year for the amount of commissions and bonuses earned in their state of residence under this agreement. I acknowledge that I have no right, power, or authority to incur any debt, obligation, or liability on behalf of the Company, to employ or engage others on behalf of the Company, or to bind the Company to any agreement of any kind whatsoever without the express written approval of the Company. I further acknowledge that the Company’s acceptance of my Enrollment Application does not constitute the sale of a franchise or business opportunity under any state or federal law, and I understand that I am not acquiring any interest in a security.

4. **Monthly Website Fee.** I agree to pay a Monthly Website Fee of \$10 per month, due quarterly, which will cover the setup and maintenance of a replicated web page to which I will have access as a Fanatic and the administrative costs associated with establishing and maintaining my account with the Company.
5. **Starter Kit.** I agree to purchase a Hello Love Starter Kit, which will be composed of Company products selected in whole, or in part, by the Company, that are designed to be used for sales demonstrations. The kit will be sold to me at a price determined by the Company, which is significantly below retail value. All new, first-time Fanatics will also receive the first three months of access to their replicated website as part of their Starter Kit. I understand that the Starter Kit is personal to me and cannot be resold.
6. **Right to Cancel Enrollment Application.** I have a right to cancel my Enrollment Application, without penalty or obligation, within 3 business days of the date of the Enrollment Application. To cancel, I must notify Hello Love before 12:00 a.m. (Pacific Time) of the third business day after submitting the completed Enrollment Application. The cancelation may be made via telephone, mail, or e-mail to receive a full refund. New recruits in Montana have the right to cancel their application, without penalty or obligation, within 15 calendar days after submitting the Enrollment Application. If a recruit who resides in Montana desires to cancel, they must notify Hello Love before midnight of the 15<sup>th</sup> calendar day after submitting the Enrollment Application via telephone, mail, or e-mail to receive a full refund. The Right to Cancel Notice will appear during the enrollment process.
7. **My Obligations as a Fanatic.** I agree to conduct myself and my Distributorship in accordance with the following:
  - a. I will operate my Distributorship ethically and honestly, in accordance with the Contract, and in full compliance with all applicable laws and regulations.
  - b. I will be respectful of every person while conducting Hello Love-related business and will conduct all business activities in an ethical, moral, legal, and financially honest manner.
  - c. I will not engage in activities or behavior that would bring disrespect or embarrassment to Hello Love, its officers and employees, or other Hello Love Fanatics.
  - d. I will not make negative or disparaging statements about other companies, their employees, or products.
  - e. I will be truthful in all representations of Hello Love products and will not engage in any false, deceptive, or misleading advertising.
  - f. I will never make diagnostic, therapeutic, medical, or exaggerated claims about the Hello Love products.
  - g. I will never make or circulate unsubstantiated testimonials or make any income or earnings claims or representations other than those specifically authorized in this Agreement or the Company Policies.
  - h. I will never use my own or anyone else's income as an indication of another person's potential success, and never use bank statements or other evidence of compensation as marketing materials.
  - i. I will accurately represent the Compensation Plan and will never make projections of potential earnings. I will make clear that no earnings are guaranteed by Hello Love, no Fanatics earn money solely for sponsoring, and there are no exclusive territories.

- j. I will provide reliable support to my customers.
  - k. I will present and sell Hello Love products only through channels authorized and endorsed by the Company.
  - l. I will comply with all local business licensing, zoning, or other requirements.
  - m. I will meet minimum sales requirements set by the Company, as further explained in the Compensation Plan.
  - n. I authorize the Company to remit to proper agencies the sales/use tax generated as a result of my product sales if I do not provide a sales tax ID number to the Company.
  - o. I will ensure that any marketing or advertising materials that I deliver via email, telephone, or facsimile comply with all anti-spamming laws of the state in which the intended recipient resides; I will comply with the Company Policies and all laws regarding unsolicited commercial email.
  - p. I will facilitate the rights of my customers to cancel their orders as required by federal and applicable state laws, which includes providing my customer oral notice of the right to cancel and a completed "Right to Cancel" form at the time of any in-person sale.
  - q. I will provide Fanatics I sponsor with leadership training, direction, supervision, and support as required by the Company Policies.
  - r. I will comply with rules reasonably set by Hello Love to protect its business and respect its multi-level business model as set forth in the Company Policies.
  - s. I will not promote or sell other companies' sales programs, products, or company functions on websites where the Company is mentioned or use the Company forms or printed materials or its name, prestige, or drawing power in conjunction with or in support of any other activities without the express, written permission of the Company.
  - t. I will be subject to minimum sales requirements, deadlines, and cutoff periods as established by the Company.
  - u. I will keep secure all personal information of other Fanatics and customers, and I will not disclose or share such information without express, written permission from the individual to whom it belongs.
  - v. I will keep in force all liability, business, and vehicle insurance with such coverage and in such amounts as are required by law or as are reasonable as prudent business practice. I assume all risk and responsibility for travel to or from Company-related meetings, events, or gatherings.
  - w. I will obey the letter and the spirit of the Contract and all applicable laws.
8. **Obligations of Hello Love.** In exchange for my compliance with all the terms and conditions set forth herein, the Company agrees:
- a. That I may purchase Hello Love products at wholesale pricing, which represents a price discounted from the suggested retail prices.
  - b. That as a Fanatic, I have the right to sell Hello Love products and to recruit potential Fanatics.

- c. To pay me a commission on retail sales of Hello Love products and other bonuses, if applicable, in accordance with the Compensation Plan.
  - d. To reserve no right of control or direction of my activities, other than the right to question compliance with the Contract and the results of my activities.
  - e. To provide product information and support and respond to inquiries from customers and Fanatics.
  - f. To provide me with a replicated website to use for managing my Distributorship.
9. **Representations and Warranties; Covenants.** I have not violated any non-competition, non-solicitation, or confidentiality agreement entered into with any other organization or entity, and by becoming a Fanatic for Hello Love, will not be violating any agreement or contract, including non-competition, non-compete, or non-solicitation entered in with any other organization.

I voluntarily approached Hello Love (via a Fanatic or employee) about becoming a Hello Love Fanatic and requested to become a Fanatic. Neither Hello Love, nor any of its Fanatics, employees, agents, managers, or members approached or solicited me about becoming a Fanatic.

10. **Territory.** There are no territorial restrictions imposed upon my Distributorship by the Company, other than restricting sales and recruiting to the states, possessions, and territories of the United States (the “**Territory**”), and I will not (i) imply to a potential recruit that Fanatics have exclusive territories, or (ii) conduct any activities of my Distributorship outside of the Territory.
11. **Sponsoring.** As a Hello Love Fanatic, I am given the right to recruit other Fanatics, becoming their “Sponsor,” as more fully explained in the Company Policies. I agree to provide training, support, and encouragement to each Fanatic I sponsor. I understand that Company does not permit changing of Sponsors without prior written authorization from the Company. Network marketing is a business of creating relationships. Once a Fanatic is sponsored, the Company believes in maximum protection of that relationship.
12. **No Compensation for Recruiting.** I understand that I will not be compensated for sponsoring other Fanatics. I will have the opportunity to earn compensation based solely on the sale of products. The Company will not require me to sponsor new recruits. The Company will only pay commissions and bonuses on orders received and accepted for sale of products to the ultimate consumer (no commissions will be paid for sales aids, Starter Kits, Monthly Website Fees, or other non-product sales) made by Fanatic and their sales organization under the terms of the Compensation Plan.
13. **Earnings Representations.** I acknowledge that I am prohibited by law and by Company Policies from making income projections or claims or disclosing my own or anyone else’s income when presenting or discussing the Hello Love business, except in strict compliance with the requirements set forth in the Company Policies. I understand that success as a Fanatic is not guaranteed in any way and requires, among other things, hard work, dedication, and sales skills required for success in any business, and I will ensure that my statements to potential recruits reflect this understanding. I will refrain from making claims as to income potential, either written or oral, except those prepared by the Company for illustration purposes only. When presenting the Company program to others, I will present the program in its entirety, without omission, distortion, or misrepresentation.

14. **Product Claims.** I will not make any claims of any kind pertaining to the benefits of the Company's products and services except those given in official Company promotional media. I will not represent or imply, directly or indirectly, that the Company has been approved or endorsed by any governmental agency.

I will not make any claims of any kind pertaining to the benefits of specific ingredients or other Hello Love products except those given in official Company promotional media.

15. **Indemnification.** I will indemnify and hold the Company harmless from and against any and all liability, loss, costs, claims, or causes of action based upon or arising out of damage or injury to persons or property caused or sustained in connection with the performance of the Contract, my participation in Company sponsored activities or travel thereto, or any violation of any statute, ordinance, building code, or regulation by me or by my Distributorship, and the defense (including legal fees and costs) of any such claims or actions. I will indemnify and hold the Company harmless from and against any and all liability, loss, costs, claims, or causes of action in connection with, and will assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed on me or my Distributorship or required from either including, but not limited to, unemployment insurance, Social Security, sales tax, use tax, income tax, and workers' compensation laws with respect to my performance under the Contract.

16. **Excessive Inventory Purchases Prohibited.** I understand that at least 70% of all wholesale purchases must be resold to customers that are not Fanatics of the Company. I agree to not purchase Company products solely for qualification for a higher position, bonus, or commissions. I will keep receipts of all retail sales for 6 years to verify sales to retail customers. The Company may monitor and/or restrict purchases using my credit card to prevent me from purchasing Hello Love products solely for the purpose of qualifying for bonuses, incentives, or other compensation. If the Company determines that I am buying Hello Love products solely to meet qualifications or to maintain a status under the Compensation Plan, or that I am encouraging others to do so, the Company has the right to suspend or terminate my Contract.

17. **Intellectual Property and Proprietary Rights.** I understand that the Company's trademarks, service marks, trade names, trade dress, patents, trade secrets, and copyrighted materials (collectively the "**Intellectual Property**") belong solely to or have been licensed for use by the Company, and any use of the Company's Intellectual Property must be in strict compliance with the Company Policies. I acknowledge that the Company has exclusive proprietary rights to information developed by or for the Company, such as, but not limited to, Fanatic lists, Company-generated customer lists, customer profile data, manufacturing procedures, product development information, product purchase information, consultant and advisor lists, operating, financial, and marketing materials, and all other information not provided by the Company to the public, and that such information is confidential (the "**Confidential Information**"). I agree not to use or disclose such Confidential Information to any party except in strict accordance with the Company Policies. Any Confidential Information given to me is based on my role as a Fanatic and may be used solely in my business relationship with the Company. During the term of the Contract and thereafter, I will not sell or use Confidential Information to sell products or services other than Hello Love products, or in connection with any other business, or for any other reason except in compliance with the Contract. Upon termination or nonrenewal of the Contract, I will immediately cease all use of the Company's Intellectual Property and Confidential Information, and upon request, I will return all such materials in my possession or control to the Company. I agree that any breach of the provisions herein relating to the Company's Intellectual Property and Confidential Information will cause immediate and irreparable harm to the Company and that the Company will not be

made whole following such breach 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 in law or in equity it may have, the 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/or to compel specific performance of such provisions.

18. **Authorization for Use of Fanatic Information.** All information provided in an Enrollment Application will be used solely for the purposes of evaluating the application and for related activities of the Company. I authorize the Company to disclose my contact information to other Fanatics, but only for the business purposes of the Company and those to whom it is disclosed. The Company reserves the right to publish sales, recruiting, and other performance measures of Fanatics for purposes of awards and recognition. If my consent to such disclosures is required by any applicable law, I hereby grant my consent to the publication of my sales, recruiting, and other performance measures for the purposes of awards and recognition.

I authorize the Company to call the phone numbers that I have provided in the Enrollment Application by any method it may choose to use from time to time and certify that I am an authorized user of such numbers. I request that any new or additional phone numbers that I furnish to the Company be incorporated by reference into this authorization. I can revoke these authorizations by contacting the Company at [Support@HelloLoveInc.com](mailto:Support@HelloLoveInc.com).

I acknowledge and agree that my personal information will be collected by Hello Love and will be used to: fulfill the terms of the Contract; support and better understand my Distributorship; communicate special offers and promotions; and send me information about Hello Love products and business opportunities. I consent to use of my personal information by Hello Love and its affiliated companies, third party service providers, and representatives as described herein, in the Company Policies, and the Privacy Policy posted on the Hello Love website at [www.helloloveinc.com](http://www.helloloveinc.com). I have read and agree to the Privacy Policy posted on the Hello Love website and the information about the Company's privacy and data protection practices contained in the Company Policies. I may update, change, or delete any of my personal information by going to my profile online or by contacting [Support@HelloLoveInc.com](mailto:Support@HelloLoveInc.com). I may opt out of receiving marketing communications from Hello Love by clicking the link provided at the bottom of the communication or contacting [Support@HelloLoveInc.com](mailto:Support@HelloLoveInc.com).

19. **Ordering; Payment Terms.** I understand that full payment is due at the time I place an order for Hello Love products.
- a. Any credit card payments made by my customers will be made directly to the Company, which will collect the money on my behalf and apply such money collected as payment for the products purchased.
  - b. I hereby supply Hello Love with my signature for the Company's files and understand that this signature is the signature of record for all debit card, ACH, and any future credit card transactions.
  - c. All orders are subject to the approval of the Company. The Company will use its best efforts to fill and ship orders; however, the Company will not be liable to me or my customers for any failure or delay in shipment of Products or performance of other obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties,

riot, war, fire, flood, death, curtailment of a source of supply, supply chain problems, or government decrees or orders.

- d. In the event that any check (monies) by any method is returned unpaid, I authorize Hello Love to debit my account for the face amount plus up to a 10% failed payment processing fee. If said amount remains unpaid, I understand that I could lose my current status and that, until my account is brought current, I could forfeit certain rights and privileges, including commissions.

**20. Refunds.** The Company will provide refunds on product purchases to Fanatics in accordance with the Company Policies. I agree to follow the procedures set forth in the Company Policies regarding product returns and refunds. Circumventing the normal refund process by seeking a chargeback or refund from a credit card company is expensive for the Company and causes problems with recordkeeping involving commissions. Therefore, I acknowledge and agree that seeking cancellation or refunds through a credit card company will be grounds for termination of this Contract and my Distributorship.

**21. Term.** This Agreement will be in effect until the forthcoming April 1 (the "Renewal Date"). It will renew annually thereafter so long as:

- a. I am in compliance with this Agreement;
- b. this Agreement has not been terminated in accordance with the terms of Section 23, below;
- c. I have not informed the Company, and the Company has not informed me, of intent not to renew; and
- d. the Company has not notified me that I must execute a new contract.

**22. Cancellation and Repurchase Rights.** I understand that I may cancel the Contract at any time for any reason upon notice to the Company of my election to cancel, and the Company will repurchase all products and sales aids which are in a reasonably resalable condition and which I acquired from the Company in the preceding 12 months, if returned to the Company at my expense; such repurchase will be at a price not less than 90% of my original net cost of the goods being returned. In addition, the following policies may apply:

- a. **Notice to Residents of Georgia:** A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. The Company will honor a Fanatic's cancellation rights in accordance with GA Code § 10-1-415 (2017), which provides as follows:

- (1) If the participant has purchased products or paid for administrative services while the contract of participation was in effect, the seller will repurchase all unencumbered products, sales aids, literature, and promotional items which are in a reasonably resalable or reusable condition and which were acquired by the participant from the seller; such repurchase will be at a price not less than 90% of the original net cost to the participant of the goods being returned. For purposes of this paragraph, "original net cost" means the amount actually paid by the participant for the goods, less any consideration received by the participant for purchase of the goods which is attributable to the specific goods now being returned. Goods will be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition at the

time the goods are returned to the seller. Goods which are no longer marketed by a company will be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition and are returned to the seller within 1 year from the date the Company discontinued marketing the goods; provided, however, that goods which are no longer marketed by a multilevel distribution company will not be deemed "resalable or reusable" if the goods are sold to participants as nonreturnable, discontinued, or seasonal items and the nonreturnable, discontinued, or seasonal nature of the goods was clearly disclosed to the participant seeking to return the goods prior to the purchase of the goods by the participant. Notwithstanding anything to the contrary contained in this paragraph, a multilevel distribution company may not assert that any more than 15% of its total yearly sales per calendar year to participants in dollars are from nonreturnable, discontinued, or seasonal items;

- (2) The repayment of all administrative fees or consideration paid for other services will be at not less than 90% of the costs to the participant of such fees or services and will reflect all other administrative services that have not, at the time of termination, been provided to the participant; and
- (3) The participant may be held responsible for all shipping expenses incurred in returning sales aids or products to the Company but only if such responsibility of a canceling participant is disclosed in the written description of the cancellation rights.

*Waiver of Personal Activity Requirement During First 6 Months.* Every Fanatic who resides in Georgia is excused from personal product purchase requirements during the first 6 months from the Effective Date. During this period, no minimum monthly purchase requirement is necessary to qualify as an active Fanatic or to qualify for bonuses. This waiver of qualifying purchase requirements is controlling and overrides anything to the contrary in other Company materials.

- b. **Notice to Residents of Oklahoma:** The Contract may be cancelled at any time and for any reason by a Fanatic notifying the Company and their Sponsor in writing of the election to cancel. If a Fanatic elects not to renew their Contract, all rights to bonuses, marketing position, and discounted purchases cease. The terminated Fanatic's sales organization will be transferred to their Sponsor.

If the Fanatic has purchased products for inventory purposes or mandatory sales aids while the Contract was in effect, all unencumbered products in a resalable condition then in possession of the Fanatic, which have been purchased within 12 months of cancellation, will be repurchased. The repurchase will be at a price of not less than 90% of the original net cost to the Fanatic returning such goods, taking into account any sales made by or through such Fanatic prior to notification to the Company of the election to cancel. Any product purchases which have been previously represented by the terminating Fanatic as having been either resold or utilized for personal or family use are not subject to repurchase.

- c. **Notice to Residents of Louisiana:** A Fanatic has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. No purchase or investment is necessary to become a Fanatic, except for the Starter Kit.

*Waiver of Personal Activity Requirement During First 6 Months.* During the first 6 months after commencement of the Contract, every Fanatic residing in Louisiana is excused from personal product purchase requirements to the extent that payment for products



purchased when combined with any other consideration exceeds \$300. During this period, no total payment in excess of \$300, either by express condition or practical necessity, may be required to qualify as an active Fanatic or to qualify for bonuses. The waiver of qualifying purchase requirements is controlling and overrides anything to the contrary in other Company materials. Other than the Starter Kit, all purchases by a Fanatic are voluntary and are neither required by actual or practical necessity to participate fully in the Hello Love marketing program.

Upon termination, if the Fanatic has purchased products for inventory purposes or mandatory sales aids while the Contract was in effect, all unencumbered products purchased within the previous 12 months which are in an unused and commercially resalable condition then in possession of the Fanatic will be repurchased. The repurchase will be at a price of not less than 90% of the original net cost to the Fanatic returning such goods, taking into account any sales made by or through such Fanatic prior to notification to the Company of the election to cancel. A resigning Fanatic may not rejoin the Company for a period of 6 months after a resignation.

- d. **Notice to Residents of Maryland:** A Fanatic may cancel the Contract for any reason within 3 months after the date of receipt of goods or services first ordered by giving written notice to the Company. Upon cancellation, the Company will repurchase all goods that are in resalable condition and that the Fanatic has been unable to sell 3 months after receipt of the goods first ordered. The repurchase price will be at least 90% of the original price paid by the Fanatic.
- e. **Notice to Residents of Massachusetts:** A Fanatic may cancel this Contract for any reason at any time upon notification in writing to the Company of the election to cancel. If the Fanatic has purchased products while the Contract was in effect, the Company will repurchase all unencumbered products in a resalable condition then in the possession of the Fanatic, for a price of not less than 90% of the original net cost to the Fanatic returning such goods, taking into account any sales made by or through such Fanatic prior to notification to the Company of the election to cancel.
- f. **Notice to Residents of Texas:** The Contract may be cancelled at any time and for any reason by a Fanatic notifying the Company and the Sponsor in writing of the election to cancel. If a Fanatic elects not to renew their Contract, all rights to bonuses, marketing position, and discounted purchases cease. The terminated Fanatic's sales organization will be transferred to their Sponsor. If the Fanatic has purchased products for inventory purposes or mandatory sales aids while the Contract was in effect, all unencumbered products in a resalable condition then in possession of the Fanatic which have been purchased within 12 months of cancellation will be repurchased. The repurchase will be at a price of not less than 90% of the original net cost to the Fanatic returning such goods, taking into account any sales made by or through such Fanatic prior to notification to the Company of the election to cancel. Any product purchases which have been previously represented by the terminating Fanatic as having been either resold or utilized for personal or family use are not subject to repurchase.
- g. **Notice to Residents of Montana:** If a Fanatic cancels participation within the time provided and returns any items given to the Fanatic to assist in marketing goods or services under the plan, the Fanatic is entitled to a refund of any consideration given to participate in Hello Love, and on the request of a Fanatic deciding to terminate participation in Hello Love, the Company will repurchase, at not less than 90% of the amount paid by the Fanatic, any currently marketable goods or services sold to the Fanatic within 12 months of the request that have not been resold or consumed by the Fanatic. If

disclosed to the Fanatic at the time of purchase, goods are not considered currently marketable if the goods have been consumed or if the goods are seasonal, discontinued, or special promotional items.

- h. **Notice to Residents of Wyoming:** A Fanatic may cancel participation in Hello Love for any reason at any time upon notification in writing to the Company of the election to cancel. If the Fanatic has purchased products while the Contract was in effect, all unencumbered products in a resalable condition then in the possession of the Fanatic will be repurchased by the Company. The repurchase will be at a price of not less than 90% of the original net cost to the Fanatic returning such goods, taking into account any sales made by or through such Fanatic prior to notification to the Company of the election to cancel.
- i. **Notice to Residents of Puerto Rico:** You may cancel the Contract at any time and for any reason within 90 calendar days after the Effective Date, or at any time upon showing noncompliance with any of the essential obligations of the Contract on the part of the Company or any act or omission by the Company which affects adversely your interests in the development of the market for the products. You must notify the Company of your cancellation in writing and send the notification by registered mail. If you cancel in accordance with these conditions, the Company will repurchase all products you purchased which are in your possession and in good condition, at a price of not less than 90% of their original net cost. In addition, the Company will return to you not less than 90% of the original net cost of any services you paid for and will return not less than 90% of any sum you paid for the purpose of participating in the Hello Love business.

23. **Termination.** Subject to any rights to a hearing and appeal when termination is made for disciplinary purposes as set forth in the Company Policies, either I or the Company may terminate the Contract:

- a. at any time with cause by giving the other party 30 calendar days' written notice of such termination; or
- b. at any time, upon written notice for a breach of or failure to comply with any provision in this Agreement, the Company Policies, or amendments thereto.

24. **Effect of Termination or Cancellation.** Upon termination or cancellation of the Contract for any reason, or upon a failure to renew the Contract, I will lose all rights as a Fanatic, including all rights to receive payments, bonuses, and other compensation or benefits, and I waive all rights to my former downline and to any unearned bonuses, commissions, or other remuneration that may be derived through sales and other activities of my former downline. The Company will, within 30 calendar days from the date of termination or cancellation, issue commissions earned while I was active. The Company may satisfy all claims and debts due from me out of any unpaid amounts due me. If such amounts are not sufficient to cover all my outstanding debts, I will have 30 calendar 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 30 calendar days. I will be responsible for attorneys' fees and costs incurred by the Company to collect any debt from me, regardless of whether suit has been filed, including fees and costs of any mediation, arbitration, or court proceeding, or for any appeal.

Fanatics who cancel the Contract and return Hello Love products for repurchase by the Company are not eligible to rejoin the Company for 6 months from the date of termination. Former Fanatics may be eligible to reapply after termination or cancellation as set forth in the Company Policies.

25. **Assignment.** I may not transfer, assign, or sell my rights under the Contract, and any attempt to transfer or assign the Contract without the written consent of the Company renders the Contract voidable at the option of the Company and may result in termination of my Distributorship.
26. **Mandatory Arbitration; Class Action Waiver. IMPORTANT – PLEASE NOTE:** The Company Policies, which are incorporated herein, contain a binding arbitration clause and class action waiver. It affects Fanatic rights about how to resolve any dispute with Hello Love. All disputes and claims relating to or arising from the Contract, my rights and obligations as a Fanatic, or any other claims or causes of action relating to the Company or my performance as a Fanatic under the Contract will be settled as specified in the Company Policies. I WAIVE ALL RIGHTS TO A COURT OR JURY TRIAL EXCEPT AS SPECIFIED IN THE COMPANY POLICIES. Any claim relating to the Contract must be filed within 1 year of the conduct or action giving rise to such claim.

Prior to submitting my Enrollment Application, I will be required to acknowledge that I have read the Mandatory Arbitration and Class Action Waiver Policy in the Company Policies and understand that I am waiving any right to commence or participate in a class action against Hello Love.

27. **Jurisdiction; Venue; Applicable Law.** I consent to jurisdiction before any federal or state court having jurisdiction in Orange County, California, for purposes of enforcing an award by an arbitrator, for equitable relief, or any other matter not subject to arbitration as specified in the Company Policies. The laws of the state of California will govern disputes not subject to arbitration. **Louisiana Residents:** Notwithstanding the foregoing, a Louisiana resident is entitled to bring an action against the Company with jurisdiction and venue as provided by Louisiana law. For purposes of enforcing provisions in this Agreement or the Policies that may be considered as covenants of non-competition or restraint in trade and deemed substantially non-enforceable under California law, I agree that the law of the state in which I reside, or in which the cause of action arose, shall govern.
28. **Limitation of Liability.** To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as “**Responsible Parties**”) will not be liable for, and I hereby release the Company and the Responsible Parties from and waive all claims for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered as a result of breach of the Contract. I AGREE THAT THE ENTIRE LIABILITY OF THE RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER RELATED TO THE CONTRACT, 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 THE COMPANY.
29. **Warranty and Disclaimer.** The Company guarantees Hello Love products to be free from material defects when shipped. The Company’s sole obligation, and my sole and exclusive remedy, for breach of this warranty will be to return any defective Hello Love product and receive a replacement as described in the Company Policies. The Company assumes no liability for personal injury arising from use or mishandling of any of the Company product(s). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO HELLO LOVE PRODUCTS, THE HELLO LOVE DISTRIBUTORSHIP MARKETING MATERIALS, BUSINESS SUPPLIES AND ANY OTHER SUBJECT MATTER OF THE CONTRACT, 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 NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION. THIS DISCLAIMER OF WARRANTY IS AN ESSENTIAL PART OF THE CONTRACT.

30. **Notices.** Except as otherwise specified herein or as may otherwise be required by the laws of the jurisdiction in which I reside, all notices required or given under the Contract 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 the Company at the address provided herein, or to me at the address provided in my Enrollment Application—which may be my email address if I specify email as my preferred method of receiving communication, or to such address as either party may designate from time to time in writing delivered to the other party.
31. **Entire Agreement.** The Fanatic Agreement, the Company Policies, and Compensation Plan and any and all amendments thereto constitute the full and only agreement between the Company and me, and supersede all prior written and oral agreements, discussions, and representations by the Company or its Fanatics not explicitly made in the Contract. If any portion of the Contract is unenforceable or invalid, the Contract will be ineffective only to the extent found unenforceable or invalid, and the validity of the remaining portions of the Contract will not be affected. The Contract may not be altered or amended, except as provided herein. The captions herein are for convenience of reference only and will not be considered in determining the legal effect of any provision of the Contract.
32. **Agreement Binding.** I agree to be bound by the Contract upon the Company's approval of my Enrollment Application. The Company agrees to be bound by the terms of the Contract upon its approval of my Enrollment Application.
33. **No Forfeiture or Waiver.** The Company never forfeits its right to require compliance with the terms of the Contract, or with applicable laws and regulations governing business conduct. Neither the waiver by the Company at any time of any right contained in the Contract, or its failure to insist upon strict compliance with any obligation or provision of the Contract, will be deemed a continuing waiver, nor will it 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 the Contract. The existence of any claim or cause of action I may have against the Company will not constitute a defense to its enforcement of any term or provision of the Contract.
34. **Rights are Cumulative.** All rights, powers, and remedies given to the Company are cumulative, not exclusive, and in addition to any and all other rights provided by law. Upon any breach of the Contract by me, in addition to suspension and/or termination, the Company will have the right to impose fines as established by the Company and/or to pursue all legal and equitable remedies to enforce its rights under the Contract. The Company will have the right to offset against commissions owed me any amounts owed to the Company by me.
35. **Execution of Agreement.** The Contract may be executed electronically and may be delivered to the Company by electronic means. An emailed copy of the Contract will be treated as an original in all respects.
36. **Company's Acknowledgement.** Subject to the approval of my application by the Company, as evidenced by the shipment to me of my order for a new Starter Kit, the Company agrees to be bound by the terms of this Agreement. The Company reserves the right to reject my application any time prior to shipment of my Starter Kit.
37. **Fanatic's Acknowledgement.** Subject to the approval of my application by the Company, I understand that I shall be bound by this agreement, effective as of my Enrollment Date. I have

truthfully and accurately completed the Enrollment Application. I HAVE READ ALL DOCUMENTS COMPRISING THE CONTRACT IN THEIR ENTIRETY, INCLUDING THE INDEPENDENT SALES REPRESENTATIVE AGREEMENT, THE COMPANY POLICIES, AND THE COMPENSATION PLAN, and acknowledge my acceptance of each of the terms and provisions 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. Furthermore, I acknowledge that income I may receive is attributable to the sale of products, that no income or fees are derived from the mere act of recruiting another Fanatic. In addition, I acknowledge that, other than the price paid to the Company for my Starter Kit, I have not paid, nor will I pay, any application fees or other money to the Company or anyone else to become a Fanatic. I understand that I do not have the right to speak for or on behalf of the Company, or represent myself as the Company, or an agent thereof. I certify that I am of legal age in the jurisdiction in which I reside, that I am legally able to enter into this Contract, that I possess a valid Social Security number (or if applicable, a valid FEIN), and that I have a permanent address in the United States.