

LULAROE INDEPENDENT CONSULTANT PROGRAM APPLICATION AND AGREEMENT

This LuLaRoe Independent Consultant Application and Agreement (“Agreement”) is made by and between the undersigned (“Applicant” or “Consultant”) and LLR, Inc., a Wyoming corporation (“LLR” or “Company”), and, notwithstanding the application date above, will be only become effective and binding on the date it is accepted by the Company and the Applicant has otherwise complied with all requirements of the Company, including placement and payment of an initial order (“Effective Date”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. LLR may, subject to the terms and conditions of this Agreement, and any other applicable agreement or document incorporated herein by reference, sell to Consultant various apparel and fashion accessory items (“Product”) for the purpose of resale.

2. Upon acceptance of this Consultant Application and Agreement by LLR, Consultant shall have the right to: (a) sell Product to customers in accordance with the Agreement; (b) enroll others as Independent Consultants; and (c) earn, if qualified, bonuses, commissions, and other remuneration pursuant to the LLR Leadership Bonus Plan. Consultant agrees to present the LuLaRoe business, the LuLaRoe program, the Products, and the Leadership Bonus Plan as set forth in the Agreement and in official LLR literature.

3. Consultant hereby authorizes LLR to initiate entries, electronic or otherwise, to Consultant’s checking/savings accounts at the financial institution listed above (“Financial Institution”), and, if necessary, initiate adjustments, electronic or otherwise, for any transactions credited/debited in error. This authority will remain in effect until LLR is notified by Consultant in writing to cancel it in such time as to afford LLR and the Financial Institution a reasonable opportunity to act on it.

4. Consultant shall be an independent contractor in accordance with the provisions of Sections 2750.5 and 3353 of the California Labor Code, and any corresponding provisions of the law of any other state or jurisdiction, and not an employee, franchisee, representative, agent, joint venturer or partner of LLR. This Agreement shall not create an employer-employee relationship and shall not constitute a hiring of such nature by any party. Consultant is not authorized to, and shall not, obligate LLR in any way legally or financially.

5. **CONSULTANT UNDERSTANDS THAT CONSULTANT IS NOT, AND SHALL NOT BE TREATED AS, AN EMPLOYEE OF LLR FOR FEDERAL OR STATE TAX PURPOSES OR ANY OTHER PURPOSES WHATSOEVER.** Consultant shall be responsible for and pay Consultant's own self-employment taxes, estimated tax liabilities, business equipment or personal property taxes and other similar obligations, whether federal, state or local. LLR shall not pay or withhold any FICA, SDI, federal or state income tax or unemployment insurance or tax or any other amounts because the relationship of the parties hereto is not that of employer-employee, but that of independent contractor. Consultant shall be solely responsible for the payment of all taxes, withholdings and other amounts due in regard to Consultant’s own employees, if any.

6. By signing below, Consultant certifies: (a) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); (b) I am not subject

to backup withholding because: (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding; and (c) I am a U.S. citizen or other U.S. person (a U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or a domestic trust (as defined in 26 CFR 301.7701-7)).

7. Consultant shall be solely responsible for determining, reporting and paying all sales tax, business license fees and/or any other similar taxes, fees or items required by any governing or agency or taxing authority. Consultant shall be solely responsible for obtaining all business licenses required with regard to Consultant's LuLaRoe business. LLR may, but shall not be obligated to, provide or maintain services or systems to assist in the collecting and remitting of sales taxes on behalf of Consultant; provided, however, that such services or systems shall be provided as a convenience only and shall not create or be indicative of any relationship other than an independent contractor relationship. In addition to any other releases contained herein, Consultant expressly releases LLR from any claims regarding the determination, collection, remittance or reporting of sales tax.

8. Consultant shall establish Consultant's own goals, inventory levels, working hours and methods of sale, so long as Consultant complies with the terms of this Agreement, including the Policies and Procedures and Leadership Bonus Plan, and all applicable laws. LLR does not maintain or enforce exclusive sales areas or territories for the benefit of Consultant. Consultant expressly acknowledges that neither this Agreement, nor any compensation, bonuses, commissions or incentive plans or programs pertaining to the Product, business, consultants, Policies and Procedures, Leadership Bonus Plan or Price List of LLR constitutes a franchise, business opportunity, or seller assisted marketing plan or other regulated sales relationship. Specifically, LLR does not represent that Consultant can earn any amount hereunder, whether or not in excess of any initial purchase of Product made by Consultant, or that there is a market for the Product.

9. Consultant will not make claims or representations of potential income derived from the bonus or commission structure of LLR and that any examples given will be used only to explain the program and not as an enticement to enroll consultants or others. If while discussing the LuLaRoe opportunity with a prospective Consultant Consultant provides any examples explaining the program, Consultant shall contemporaneously with such example provide the prospective Consultant with a current copy of the official LuLaRoe Income Disclosure Statement. LLR does not pay any compensation, bonus, or commission for enrolling consultants or others.

10. Unless expressly agreed in writing otherwise, LLR shall not provide any travel, equipment, sales materials, or services or other items for the benefit of Consultant. Consultant shall, at Consultant's own expense, provide and make arrangement for all travel, equipment, sales materials, services, and other items necessary to perform Consultant's duties hereunder. Consultant shall be responsible for payment of Consultant's own costs and expenses, including, but not limited to those items specifically set forth herein.

11. Consultant acknowledges that Consultant has read and agrees to comply with the Policies and Procedures and Leadership Bonus Plan, both of which are incorporated into and made a part of this Agreement as set forth herein. As used herein, unless the context suggests otherwise, the term "Agreement" collectively refers to this Independent Consultant Application and Agreement, the Policies and Procedures, and the Leadership Bonus Plan, as they currently exist and as amended as provided herein. If Consultant has not yet reviewed the Policies and Procedures or Leadership Bonus Plan at the time that this Agreement is entered into, Consultant understands that they may be posted as directed at www.lularoe.com and are also included in Consultant's first order and accessible via Consultant's Back Office login at www.backoffice.mylularoe.com/login. Consultant agrees that

Consultant will review the Policies and Procedures and Leadership Bonus Plan within five (5) days of the Effective Date of this Agreement. If Consultant does not agree to the Policies and Procedures and/or Leadership Bonus Plan, Consultant's sole recourse is to notify LLR and cancel the Agreement within such time period. Failure to cancel constitutes Consultant's agreement to the Policies and Procedures and Compensation Plan.

12. Consultant may execute this Agreement pursuant to the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and any similar state laws (collectively "E-Sign Laws"). Accordingly, this Agreement constitutes an electronic record in satisfaction of the provisions of 15 U.S.C. §7006(4) and the E-Sign Laws. Consultant acknowledges that this Agreement is capable of retention by the recipient at the time of receipt in satisfaction of the E-Sign Laws. Consultant acknowledges that Consultant is able to access, print and/or store this Agreement pursuant to the E-Sign Laws. Execution of this Agreement pursuant to the E-Sign Laws shall expressly include and constitute Consultant initialing and agreeing to be bound by Section 3 of this Agreement pertaining to authorization of LLR to initiate entries, electronic or otherwise, to Consultant's checking/savings accounts at the "Financial Institution.

13. LLR may, at its sole discretion, create, amend, or discontinue certain compensation, bonus, commission or incentive plan or program pertaining to its Product, business, consultants, and others. Consultant shall have no vested interest in any such plan or program, provided, however, that LLR may not change the terms or conditions regarding compensation for any Product actually sold to Consultant. The Policies and Procedures, Leadership Bonus Plan, and LLR Price List or the pricing structure of LLR may, subject to the terms and conditions of this Agreement, be amended at the sole discretion of LLR. Notification of amendments shall be sent to Consultant by email, posted on LLR's website, and posted in Consultant's LuLaRoe.com Back Office. Amendments shall become effective thirty (30) days after notification to Consultant, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of Consultant's LLR business, the purchase of Product hereunder, or Consultant's acceptance of bonuses or commissions after the effective date of any amendment shall constitute Consultant's acceptance of any and all amendments. Notwithstanding the foregoing, LLR may require Consultant to accept and agree to be bound by any amendments pursuant to the E-Sign Laws.

14. The term of this Agreement is one year from the Effective Date or the date of its acceptance by LLR, whichever shall occur last. This Agreement shall thereafter automatically renew for successive one-year terms unless either party notifies the other that it does not wish to renew the Agreement. If LLR elects not to renew the Agreement, it shall provide Consultant with written notification of such election at least thirty (30) calendar days prior to the renewal date. If this Agreement is terminated for any reason, Consultant shall not be eligible to purchase Products from LLR at wholesale prices or make sales on behalf of LLR or use any intellectual property, including, without limitation, trademarks, styles, or names of LLR ("Intellectual Property") or any Confidential Information of LLR. In the event of termination or non-renewal of this Agreement, all rights of Consultant, if any, to any bonuses, commissions, or other compensation, whether or not related the productivity or sales activities of any other consultant, or otherwise, shall terminate.

15. Notwithstanding anything in this Agreement, upon any breach by Consultant of this Agreement or any other agreement between Consultant and LLR, LLR reserves the right, in addition to any right, remedy or action set forth in the Policies and Procedures, to terminate this Agreement upon fifteen (15) days prior written notice of any such breach by Consultant. Should Consultant be unable to reasonably cure any such breach in the fifteen (15) day notice period, this Agreement shall then terminate upon the expiration of such notice period. Further notwithstanding anything in this Agreement, LLR reserves the right to immediately terminate this Agreement without notice in the event that Consultant misrepresents Products or LLR, or the acts of Consultant cause a negative impact on the business or reputation of LLR. LLR reserves the right to terminate this Agreement upon

thirty (30) days notice to Consultant in the event LLR elects to: (a) cease business operations; (b) dissolve as a business entity; or (c) terminate the distribution of its Products via direct selling channels.

16. Unless specified in writing otherwise by LLR, all information provided by LLR to Consultant is and shall remain confidential ("Confidential Information"). The above Confidential Information shall include, but not be limited to, all customer information, customer and client lists, sales information, wants and needs of customers, agreements, communications, plans, designs, reports, projections, budgets, proformas, or other materials, whether or not furnished or prepared by LLR or its agents (as herein defined). Consultant shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute, license, sell, use or otherwise make known any Confidential Information to any third party or person or entity not expressly authorized or permitted by LLR to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; and (iii) not directly or indirectly make any use whatsoever of the Confidential Information or Intellectual Property, or of any feature, specification, detail or other characteristic contained in or derived from, the Confidential Information or Intellectual Property, except for purposes of performing services hereunder. The parties each acknowledge that the Confidential Information constitutes trade secrets of LLR within the meaning of and pursuant to the Uniform Trade Secrets Act set forth at California Civil Code §3426, et seq., and specifically, without limitation, California Civil Code §3426.1, as well as under the law of any other jurisdiction in which Consultant resides and/or does business. The parties further acknowledge that this Agreement constitutes reasonable efforts of LLR to protect and maintain the secrecy and confidentiality of the Confidential Information.

17. Consultant shall not, subject to the terms and conditions of this Agreement, directly or indirectly, contact, communicate with, solicit or conduct any business or enter into any transactions or associations of any economic value with any parties identified in, derived from, or obtained by reason of the Confidential Information, or otherwise identified or provided by LLR, without the prior written consent of LLR. Consultant shall not derive any economic benefit from any transaction between any parties identified in, derived from, or obtained by reason of the Confidential Information or otherwise identified or provided by LLR and any third party, without the prior written consent of LLR. Consultant shall not use any third party intermediaries or other devices to avoid or defeat the foregoing non-circumvention covenants.

18. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, except as set forth herein, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, except as set forth herein, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement, except as set forth herein.

19. The Agreement constitutes the entire agreement between LLR and Consultant pertaining to the subject matter contained in the Agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. To the extent that the terms or conditions of any of the documents incorporated into this Agreement by reference conflict with the terms or conditions of this Agreement, the terms and conditions of this Agreement shall control. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The term "days" as used herein shall mean consecutive calendar days.

20. Notwithstanding any provision in this Agreement to the contrary, the obligation of Consultant regarding confidentiality and non-circumventions and non-solicitation shall survive for so long as LLR

may, in its sole discretion, consider the Confidential Information to be confidential. If any provision of this Agreement shall, for any reason, be held unenforceable, such provision shall be severed from this Agreement, and such severed provision shall be reformed only to the extent necessary to make it enforceable. The Invalidity of such severed provision, however, shall not affect the enforceability of any other provision herein, and the remaining provisions shall remain in full force and effect.

21. The obligations of Consultant under this Agreement are unique in that the same constitute personal services. If Consultant should default in the obligations of Consultant under the terms of this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, LLR, in addition to any other available rights or remedies, may sue in equity for specific performance, without the necessity of posting bond or other security, and Consultant expressly waives the defense that a remedy in damages will be adequate and the requirement of a bond or other security.

22. Consultant may not assign this Agreement or any rights hereunder without the prior written consent of LLR. Any attempt to transfer or assign the Agreement or any rights under the Agreement without the express written consent of LLR renders the Agreement voidable at the option of LLR.

23. If Consultant is in breach, default or violation of the Agreement at termination of the Agreement, Consultant shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. Consultant agrees that LLR may deduct, withhold, set-off, or charge to any form of payment Consultant has previously authorized, any amounts Consultant owes or is indebted to LLR.

24. LLR, its parent or affiliated companies, directors, officers, shareholders, members, managers, employees, assigns, and agents (collectively "affiliates"), shall not be liable for, and Consultant releases, defends, and holds harmless LLR and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. Consultant further agrees to release, defend, and hold harmless LLR and its affiliates from all liability arising from or relating to Consultant's promotion or operation of Consultant's LuLaRoe business and any activities related thereto and any matters set forth herein (e.g., the presentation of LuLaRoe Products or the Leadership Bonus Plan, the determination, collection, remittance or reporting of sales tax, the operation of a motor vehicle, the use of any home or facility for pop up boutiques or other sales activities, the lease or use of meeting or training facilities, etc.), and agrees to indemnify LLR and its affiliates for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that Consultant undertakes in operating Consultant's independent LuLaRoe business.

25. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. In the event of a dispute between Consultant and LLR arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. LLR shall not be obligated to engage in mediation as a prerequisite to disciplinary action against Consultant. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

26. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect the intellectual property rights of such party, including but not limited to customer and/or distributor/consultant lists as well as other trade secrets, confidential information, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent and agree to exclusive jurisdiction and venue before the U.S.

District Court for the Central District of California, Eastern Division, or state court residing in Riverside County, State of California.

27. Louisiana Residents: Notwithstanding the foregoing, if Consultant is a resident of Louisiana, this Agreement shall be governed by Louisiana law and jurisdiction and venue of any action before a court shall be in Louisiana.

28. Maryland Residents: Should a resident of Maryland cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered, upon cancellation the Company will repurchase the goods and the repurchase price shall be at least 90% of the original price paid by the participant.

29. Montana Residents: A Montana resident may cancel the Agreement within 15 days from the Effective Date, and may return her or his initial order for a full refund.

30. Louisiana, Massachusetts and Wyoming Residents: Should a resident of Louisiana, Massachusetts or Wyoming cancel the Agreement, LLR will refund 90% of any administrative fees incurred by such Consultant during the current year upon receipt of written request for the same.

31. Puerto Rico Residents: A resident of Puerto Rico may cancel this Agreement at any time within 90 days from the Effective Date, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in development of the market of the of the Product or services. Such cancellation must be sent to the Company in writing and sent via registered mail. If a Consultant cancels under these conditions, the Company shall: (a) Reacquire the total of the Product that the Consultant purchased from the Company which are in the Consultant's possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to such Consultant not less than ninety percent (90%) of the original net cost of any services that the Consultant acquired from the Company; (c) Return 90% of any sum paid by such Consultant for the purpose of participating in the business.

32. 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.

33. If a Consultant wishes to bring an action against LLR for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against LLR for such act or omission. **Consultant waives all claims that any statute of limitations applies.**

34. Consultant hereby grants to LLR an irrevocable license to use Consultant's name, photograph, likeness, personal story, testimonial, and/or LuLaRoe business history or information in advertising and promotional materials and waives all claims for remuneration for such use. Consultant waives any right to inspect or approve the same prior to publication by LLR.

35. The application date set forth above is for reference and convenience purposes only. This Agreement will only become effective when accepted by the Company electronically or in writing. This Agreement may be accepted by the Company electronically which shall constitute execution of the Agreement pursuant to the E-Sign Laws. The date this Agreement is accepted by the Company will be referred to as the Effective Date.