

## IMPORTANT NOTICE

PLEASE READ CAREFULLY THE TERMS OF THIS SALES REPRESENTATIVE AGREEMENT ("AGREEMENT").

BY LOGGING INTO YOUR AMBASSADOR STUDIO, YOU AGREE TO BECOME A NOONDAY HOLDINGS, LLC SALES REPRESENTATIVE (HEREINAFTER REFERRED TO AS AN "AMBASSADOR") AND (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND TO THE TERMS OF THIS AGREEMENT THAT FOLLOWS, (2) YOU CONFIRM THAT YOU ARE 18 YEARS OF AGE OR OLDER, (3) YOU RESIDE IN THE UNITED STATES, AND (4) YOU ARE AUTHORIZED TO WORK IN THE UNITED STATES.

IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU DO NOT MEET THESE CRITERIA, YOU MUST CLICK ON THE "CANCEL" BUTTON TO DISCONTINUE THE PROCESS OF BECOMING A NOONDAY HOLDINGS SALES REPRESENTATIVE.

YOU AGREE THAT WHEN YOU CLICK "I AGREE TO BECOME A NOONDAY AMBASSADOR AND AGREE TO THE TERMS AND CONDITIONS OF THE NOONDAY HOLDINGS SALES REPRESENTATIVE AGREEMENT", YOU WILL "SIGN" THIS AGREEMENT ELECTRONICALLY AND THAT YOU WILL BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW.

As a new Ambassador, I understand and agree with Noonday Holdings, LLC (referred to as "Noonday Collection" or the "Company"), that our relationship will be governed by the terms of this Agreement as follows:

- 1. Definition of this Agreement.** I have carefully read and agree to comply with the Ambassador Policy Document and the Ambassador Opportunity Plan, both of which are incorporated into and made a part of this Agreement (these three documents shall be collectively referred to as the "Agreement"). If I have not yet reviewed the Ambassador Policy Document and/or Ambassador Opportunity Plan at the time I enter into this Agreement, I understand that they are posted at [www.noondaycollection.com](http://www.noondaycollection.com), and are also in my Noonday Collection Starter Collection, and in my Noonday Collection Back Office (known as, Ambassador Studio). If I have not yet done so, I will review the Ambassador Policy Document and Ambassador Opportunity Plan within five days from the date on which I enter into this Agreement. If I do not agree to the Ambassador Policy Document or Ambassador Opportunity Plan, my sole recourse is to notify the Company and cancel my Ambassador Agreement. Failure to cancel constitutes my acceptance of the Agreement. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Noonday Collection.
- 2. Compliance with the Agreement.** As an Ambassador, I understand I am responsible for the means and methods by which I make sales. I also understand that I must comply with the terms of the Agreement. To

the extent not reflected in this document, my agreement with Noonday Collection also requires me to employ integrity, honesty and responsibility in my behavior and actions with Noonday Collection, my customers and my fellow Ambassadors, including and without limitation, presenting and promoting Noonday Collection products in a truthful manner. I understand that if I violate any of the terms of the Agreement or engage in any illegal, fraudulent, deceptive, or unethical business conduct, or if I commit any act or omission that damages or may damage the Company's reputation or goodwill, Noonday Collection may, at its discretion, suspend my independent Noonday Collection business or terminate the Agreement. Alternatively, the Company may, at its discretion impose upon me any other disciplinary measure that it deems appropriate to address the misconduct. In situations deemed appropriate by the Company, it may institute legal proceedings for monetary and/or equitable relief.

3. **Term of the Agreement.** The term of this Agreement is one year from the date of its acceptance by Noonday Collection (subject to prior termination as provided herein). The Agreement will automatically renew for subsequent one year terms on each anniversary of this Agreement unless either party notifies the other that it does not wish to renew the Agreement. If given by the Company, such notification must be given at least 30 days prior to the annual renewal date. An Ambassador may give such notice at any time prior to the annual renewal date. If this Agreement is not renewed or if it is cancelled or terminated by either party for any reason, I understand that I will lose all rights and benefits as a Noonday Collection Ambassador. This includes the right to represent myself as an Independent Noonday Collection Ambassador, the right to sell Noonday Collection products, and the right to receive commissions or other income resulting from my sales of Noonday Collection products and the sales of such products by Ambassadors on my Team.
4. **Independent Contractor Status.** I am entering this Agreement as an independent contractor and not an employee, partner, legal representative, or franchisee of Noonday Collection. I will be solely responsible for paying all expenses incurred by me, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I will have and maintain control of the manner and means of my performance under this Agreement and will not be treated as an employee with respect to any services for federal or state tax purposes. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF NOONDAY COLLECTION FOR FEDERAL OR STATE TAX PURPOSES.** The Company is not responsible for withholding, and shall not withhold or deduct from my payment plan amounts, if any, FICA or taxes of any kind, unless such withholding becomes legally required. I will be responsible for payment of all applicable income, self-employment and other taxes. I will not be eligible for and will not participate in any pension, or fringe benefit plan sponsored by Noonday Collection and will not be covered by its workers' compensation or unemployment insurance or retained coverage. I am not entering into a partnership or joint venture with Noonday Collection, nor will I have power or authority to incur any debt, obligation or liability on its behalf.
5. **Products Purchased from Noonday Collection.** I agree to purchase the Noonday Collection Starter Collection and that the Starter Collection is not commissionable. I agree that for all items purchased within one year of termination, I can return unused samples in resalable condition for a refund of 90% of the original price. Exceptions: Products that Noonday clearly discloses as being seasonal, discontinued, or special promotion products are not subject to the repurchase obligation. Business tools items that are in resalable condition may also be returned upon termination of the Agreement if they were purchased within one year of the date of termination for a refund of 90% of the original price. Check the Ambassador Studio, Resources section, for instructions on how to handle your return.
6. **Sales Tax.** I understand that a sale is not final until input into the Noonday Collection on-line order system and that the appropriate sales/use tax amount will be charged, collected and remitted to the appropriate

agencies. When my orders are placed with the Company, sales tax is charged on the actual selling price. I agree to be bound by all sales tax collection agreements between the Company and all appropriate taxing jurisdictions, and all related rules and procedures.

7. **Services to be Performed by Ambassador.** I will promote and sell Noonday Collection products by personally conducting Noonday Collection Trunks Shows (as defined in the Ambassador Opportunity Plan, a copy of which I have read), and community events using the Noonday Collection system of social selling described in the Ambassador Opportunity Plan. In performing services as an Ambassador, you may conduct Trunk Shows from time to time as described in the Ambassador Opportunity Plan. When I hold a Trunk Show, I agree that I will use good judgment and will comply with all applicable federal, state and local laws, regulations and ordinances, including those prohibiting alcohol consumption by minors. I will sell Noonday Collection products only to ultimate consumers. I will provide to each consumer a copy of the written notice of cancellation printed on the back of the Noonday Collection order form and promptly honor any notice of cancellation. I will inform my customers that Noonday Collection offers a Return Policy with respect to all Noonday Collection Products, and will assist my customers in making a claim under the policy with respect to any Noonday Collection products.
8. **Release and Indemnification.** I agree that Noonday Collection, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release and hold harmless Noonday Collection and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless Noonday Collection and its affiliates from all liability arising from or relating to the promotion or operation of my Noonday Collection business and any activities related to it (e.g., the hosting of Trunk Shows, the presentation of Noonday Collection products, the promotion of the Noonday Collection opportunity, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Noonday Collection for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. **Coaching Ambassadors Responsibilities.** In the event I recruit an applicant to be an Ambassador and the application is accepted by Noonday Collection, I will accept the duties and obligations of training, support and recognition as outlined in the Ambassador Opportunity Plan and Ambassador Policy Document.
10. **Restrictions: Once you agree to the terms of this Agreement, you agree that you will not do any of the following without our written consent, and that it will be a material breach of this Agreement for you to:**
  - (a) make any representations or warranties on behalf of Noonday Collection, other than the ones contained in the Noonday Collection marketing and promotional information we give you;
  - (b) accept the return of any of our products except as described in our Return Policy that is part of the Ambassador Policy Document;
  - (c) sell our products to or through retail stores, other fixed commercial outlets or any e-commerce outlets (by way of example, E-Bay, Amazon, Gilt Group, Etsy);
  - (d) directly or indirectly sell, market, solicit, show, or promote any other direct selling jewelry or accessory company's products or services;

**(e) solicit or recruit prospective Noonday Collection sales representatives or customers on behalf of any other company at a Noonday Collection Trunk Show, demonstration, or event or conference;**

**(f) use any of our intellectual property, products, printed or Web-based photographs, marketing materials or forms, or our registered name, prestige or drawing power together with or in support of non- Noonday Collection activities or to solicit, show, promote, market or sell any non- Noonday Collection products or services without prior written permission from us;**

**(g) promote Noonday Collection or our products through unsolicited emails or SPAM or otherwise violate any state or federal laws regulating electronic communications;**

11. **Use of Noonday Collection Intellectual Property.** I acknowledge that, upon Noonday Collection acceptance of the Agreement, Noonday Collection has granted me a limited, non-exclusive license to use its trademarks, service marks, trade names, patents and copyrighted materials ("Noonday Collection Intellectual Property"), all of which is owned solely by Noonday Collection, and that my use of Noonday Collection Intellectual Property is strictly limited by the terms of the Ambassador Policy Document. Examples of Noonday Collection Intellectual Property include, but are not limited to, Noonday Collection® and the Noonday Collection logo. I may use Noonday Collection Intellectual Property only (a) after obtaining written permission from Noonday Collection prior to use, or (b) where the Noonday Collection Intellectual Property appears on materials distributed by Noonday Collection for use by Ambassadors. I agree to use only written, recorded or other promotional or advertising materials that have been produced, distributed and approved in writing by Noonday Collection. 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 Noonday Collection Products in retail or service establishments of any kind unless the owner of the retail or service establishment is hosting a Noonday Collection trunk show is inconsistent with the Noonday Collection trademark policy.
12. **Site Downtime.** Each party acknowledges that the Noonday Collection web site, may be subject to temporary shutdowns from time to time for maintenance and/or due to causes beyond the operating party's reasonable control, and that neither party shall have any liability to the other by reason of any such shutdowns.
13. **Ownership.** Ambassador agrees that Noonday Collection shall own all software coding (including source code) of all technology owned or otherwise controlled by Noonday Collection, all design and materials and/or information created and/or delivered by Noonday Collection, and any and all rights, licenses or other permissions necessary to allow Ambassador to use the site under this Agreement.
14. **Ownership and Use of Confidential Information.** I acknowledge that Noonday Collection owns all product and customer information and data that I may create or compile, including but not limited to product purchase information, customer profile data, Ambassador 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 harm to Noonday Collection. 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 Noonday Collection Products and services or in connection with any other business during the term of and after termination of this Agreement.

15. **Sale of Other Products, Sales to Ambassadors.** I understand that I may not market, sell, offer for sale to anyone, or promote any ancillary products related to Noonday Collection business other than those manufactured, distributed or approved in writing by Noonday Collection, including Noonday Collection Products.
16. **Non-Solicitation.** As an inducement to Noonday Collection 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 on the behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any Ambassador to terminate or alter his or her business relationship with Noonday Collection.
17. **Photo and Video Release.** I hereby give Noonday Collection and its agents or assigns a non-exclusive license to use, for any purpose, photographs or videos submitted by me to Noonday Collection. Noonday Collection may use any photographs or videos taken of me at a Noonday Collection event for any purpose. I hereby waive my right to inspect or approve the finished photographs or advertising copy or printed matter that may be used in conjunction therewith or to the eventual use that the photographs might be applied. I waive all claims for remuneration for any such use of any photographs, videos, or other likenesses of me.
18. **Termination of this Agreement.**
1. Termination without Cause. An Ambassador may terminate this Agreement at any time for any reason by giving written notice to Noonday Collection.
  2. With Cause. Noonday Collection may immediately terminate this Agreement without notice in the event of my death, insolvency, assignment for the benefit of creditors, or misrepresentation in or breach of any provision of this Agreement, as herein defined. If you are terminated by the Company for cause, we reserve the right to reject any future re-applications by you.
19. **Events upon Termination of this Agreement.** Upon termination of this Agreement,
1. I will (i) within five days of termination pay all amounts due and owing to Noonday Collection; (ii) cease representing myself as a Ambassador of Noonday Collection; and (iii) I will be eligible to receive any accrued compensation or as an Ambassador at the next scheduled commission payment batch unless at the time of termination I am in breach of the Agreement, in which case I will not be entitled to receive any further bonuses or commissions, regardless of whether the sales for such bonuses or commissions have been completed.
  2. I will cease all use of Noonday Collection Intellectual Property and Confidential Information and will cease holding classes, workshops and presentations or otherwise displaying, offering for sale or selling Noonday Collection Products.
  3. If requested by Noonday Collection, I will return all Confidential Information to Noonday In accordance with the Ambassador Policy Document, for all unused and resalable samples and business tools purchased within one year of termination, I can return them at 90% of the original price. Damaged or used items cannot be returned. Opened starter kits will be prorated to the resalable value. Exceptions: Products that Noonday clearly discloses as being seasonal, discontinued, or special promotion products are not subject to the repurchase obligation. Check the Ambassador Studio online for instructions on how to handle your return.

4. If I am a Montana resident, I understand that if I cancel the Agreement within 15 days of the date of enrollment, I will receive a 100% refund for the Noonday Collection Starter Collection upon its return to the Company.
20. **Transferability.** Neither this Agreement nor my Independent Noonday Collection Ambassador business may be transferred or assigned by me or operated in partnership with any other person. Noonday Collection may assign this Agreement at any time.
21. **Entire Agreement: Amendment.** This Agreement supersedes all prior communications, understandings and agreements between the parties and contains the entire agreement between the parties relating to its subject matter. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. I understand that the Agreement may be amended at the sole discretion of Noonday Collection, and I agree to abide by all such amendments. Notification of amendments shall be posted on Noonday Collection's website or in my Ambassador Studio. Amendments shall become effective 30 days after publication, but an amended policy or provision shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Independent Noonday Collection Ambassador business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.
22. **Indemnification/Offset.** I will indemnify and hold harmless Noonday Collection and its agents and assigns from and against any damages, claims or liabilities and expenses (including attorneys' fees) incident to my: (a) activities as an Ambassador including, without limitation, any unauthorized representations made by me; (b) breach of the terms of this Agreement; or (c) violation of or failure to comply with any applicable federal, state or local laws or regulations. Noonday Collection shall have the right to offset any amounts owed by me to Noonday Collection (including, without limitation, the repayment of commissions as a result of product returns) against the amount of any commissions or bonuses owed to me.
23. **Cumulative Remedies/Waiver.** All rights, powers and remedies given to Noonday Collection are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of Noonday Collection 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 Noonday Collection' right to demand exact compliance therewith. Waiver by Noonday Collection can be effective only in writing by an authorized officer of Noonday Collection.
24. **Injunctive Relief.** Upon any breach of this Agreement by me, Noonday Collection will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Because the remedy at law for any breach of any provision of this Agreement shall be inadequate, in addition to any other remedies in law or in equity that it may have, Noonday Collection shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement. In addition, Noonday Collection shall be entitled to its costs and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.
25. **Other Terms.**
  1. I have full legal capacity to enter into this Agreement in the state in which I reside. I agree to comply with all laws, rules and regulations governing the conduct of my business.
  2. There are no territorial restrictions on the conduct of my business within the United States or Puerto Rico.

3. If any portion of this Agreement is judicially determined to be invalid, that invalidity will not affect the remaining portion of this Agreement.
4. The headings in this Agreement are inserted for convenience only and are not part of the Agreement.
5. All written notices required by this Agreement to be given to me will be deemed received if delivered to my most current address on file with Noonday Collection.
6. **Ambassadors have the right to cancel at any time, regardless of reason. Cancellation must be submitted by email to support@noondaycollection.com or by mail to the company at its principal business address.**

26. **Governing Law.** This Agreement is entered into and is to be performed in material part in the State of Texas and accordingly is subject to and will be construed under the substantive laws of the State of Texas. Rules governing conflicts of laws for all states do not apply.

27. **Dispute Resolution.**

**Mediation:** In the event of a dispute between an Ambassador and Noonday Collection 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. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the Parties cannot agree on a mediator, the complaining party shall request a mediator be appointed by the American Arbitration Association (“AAA”). The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator’s fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Austin, Texas, and shall last no more than two business days. **Noonday Collection shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an Ambassador.** Note that this requirement of mediation does not apply to claims seeking less than \$10,000.00. If the claim is for an amount less than \$10,000.00, the parties may proceed immediately to arbitration as described below.

**Arbitration:** If the parties are unsuccessful in resolving their dispute through mediation, or if the dispute involves a claim for less than \$10,000.00, the dispute shall be settled totally and finally by confidential arbitration. **The parties waive all rights to trial by jury or to any court.** **The arbitration shall be filed with, and administered by, the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA’s website at [www.adr.org](http://www.adr.org).** Copies of the AAA’s Commercial Arbitration Rules and Mediation Procedures will also be emailed to Ambassadors upon request to the Company. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- **The Federal Rules of Evidence shall apply in all cases;**
- **The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;**
- **The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;**

- **The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Texas, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement,**
- **The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days;**
- **The Parties shall be allotted equal time to present their respective cases;**
- **The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.**

**All arbitration proceedings shall be held in Austin, Texas. There shall be one arbitrator selected from the panel that the AAA provides. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the Parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.**

**The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:**

- **The substance of, or basis for, the controversy, dispute, or claim;**
- **The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;**
- **The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;**
- **The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;**
- **The terms or amount of any arbitration award;**
- **The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.**

**The party that prevails at arbitration will be entitled to reimbursement by the other party of its costs and expenses incurred in the arbitration, including without limitation the prevailing party's reasonable attorneys' fees.**

28. **Jurisdiction and Venue.** 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 its intellectual property rights, including but not limited to customer and/or Ambassador lists as well as other trade secrets, 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 to exclusive jurisdiction and venue before the U.S. District Court for the Western District of Texas, or state court residing in Travis County, State of Texas.
29. **Louisiana Residents.** Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law and governed by Louisiana law.



30. **Waiver of Statute of Limitations.** If an Ambassador wishes to bring an action against Noonday Collection 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 Noonday Collection for such act or omission. **Ambassador waives all claims that any other statute of limitations applies.**

**I acknowledge that I have read, understand, and agree to the terms set forth in this Ambassador Agreement. I am 18 years of age or older, I am a citizen or permanent resident of the United States, and I have a valid Social Security number.**