

NYGÅRD STYLE DIRECT STYLIST AGREEMENT

I want to become a **NYGÅRD Style Direct Stylist** ("NSD Stylist") and in consideration of NYGÅRD International Partnership ("NYGÅRD") granting me the right and privilege to sell NYGÅRD products, I agree to the following terms and conditions:

- By checking this box, I confirm that I am at least 18 years of age and I agree to comply with this NSD Stylist Agreement and the NSD Stylist Policies and Procedures Manual which are part of this Agreement.**

1 **Agreement**

I have carefully read and agree to comply with the terms and conditions of this NSD Stylist Agreement, including Policies and Procedures all of which are incorporated into and made a part of my agreement with NYGÅRD, and which shall be collectively referred to as the "Agreement".

2 **Sale of Product**

.1

I will present, promote and sell NYGÅRD products in an honest and ethical manner.

.2

I will exercise my best efforts to maintain the reputation for quality products and service represented by the NYGÅRD brands.

.3

My earnings and success will depend upon my ability to resell the products directly to consumers through NSD shows, one-on-one sales and through the sales of other NSD Stylists I have sponsored into the business.

.4

NYGÅRD reserves the right to change the Agreement or discontinue products or change prices, bonuses, discounts or incentive programs at any time upon publication of the changes. My continued selling of NYGÅRD products will signify my agreement to these changes.

3 **No Required Inventory Purchases**

I understand that there is no requirement to purchase NYGÅRD inventory to enter into, maintain, or advance in the compensation plan. Upon enrollment I will be required to purchase a CORE Starter kit and 40 NYGÅRD Style Books for the purpose of becoming familiar with NYGÅRD products and facilitating sales. I will be required to purchase at least one sample kit per season to remain active and may purchase additional seasonal fashion sample kits. The purchase of the sample kits is to provide me with access to all product offerings in the related Style Book. I understand the kits do not contain any commissionable products. NSD Stylists will also be charged a monthly service fee of \$8.95 and an annual service fee of \$49.95 plus applicable taxes, to cover costs for access to the online service centre, as described in the Policies and Procedures.

4 **Remuneration for Sale of Products & Services**

I understand that my primary income opportunity as an NSD Stylist is through the sale of NYGÅRD products to customers, and that I will earn commissions and bonuses based on those sales. Nygård may offer additional bonuses and commissions to the Stylist to assist Nygård in meeting its business objectives.

5

Engagement as Independent Contractor

.1

I understand that this Agreement with NYGÅRD does not create and is not intended to create an employer/employee relationship, agency, partnership, or joint venture between NYGÅRD and the NSD Stylist; or between myself as an NSD Stylist and my sponsoring NSD Stylist. Rather, I acknowledge that I am engaged under the Agreement by NYGÅRD as an independent contractor, and that the terms of my legal relationship with NYGÅRD are set out in the Policies and Procedures. I also acknowledge that as an independent contractor, I will be generally responsible for the compliance with federal, provincial and local taxing legislation, as that legislation affects my independent business, and that NYGÅRD will be entitled to treat me as an independent contractor for purposes of the same legislation, and that further information regarding my tax status as an independent contractor is set out in the Policies and Procedures.

.2

I will not engage in any unlawful or unfair business practice or violate any applicable laws or regulations.

6

No Inventory Loading

I am strictly prohibited from purchasing products in commercially unreasonable amounts, and my obligations in this respect are set out in the Policies and Procedures.

7

No Earnings Representations

I agree to present NYGÅRD's compensation plan and NYGÅRD products and services as set forth in official NYGÅRD literature and in accordance with the Policies and Procedures, including NYGÅRD's general prohibition on income claims and earning representatives set out therein.

8

NYGÅRD Stylist Buy-Back Policy

NYGÅRD offers NSD Stylists a commercially reasonable buy-back guarantee set out in Policies and Procedures. Your signature below signifies that you are aware of and have read this buy-back guarantee, and have been informed of the existence of the buy-back guarantee and the manner in which it can be exercised, as required by section 55.1 the *Competition Act*.

9

Use of Trademarks and Confidential Information

.1

Except for sales literature and sample products which NYGÅRD sells or otherwise provides to me, I will not use or display NYGÅRD trademarks, trade names and copyrighted materials, except in accordance with NYGÅRD policy and guidelines.

.2

I will not use any proprietary or confidential information (including but not limited to customer information, financial information or information regarding other NSD Stylists or NSD Team Leaders) belonging to NYGÅRD during or after the termination or expiry of this Agreement. I will not solicit or persuade any NSD Stylists or Team Leaders to promote or sell the products of another direct sales company or of a competitor of NYGÅRD, while working for NYGÅRD.

10

Advertising and Promotional Materials

I expressly authorize NYGÅRD to use my name, photograph, personal story or photograph in

advertising and promotion of the Stylist program and sale of NYGÅRD products, and I relinquish all claims for compensation for such use.

11

Restrictions re Collection of Personal Data

I acknowledge and consent to NYGÅRD's use and collection of certain personal information relating to my Stylist business. I understand that such personal information is collected only for the purpose of doing business with NYGÅRD and will be used and retained by NYGÅRD in accordance with NYGÅRD's Privacy Policy, as amended from time to time, and otherwise in accordance with Canadian privacy laws.

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Consent to Receive Communications

I agree to receiving communications through email, text and other forms of communication including telephone and social media regarding NYGÅRD products and other topics related to NYGÅRD's Stylist program, and that such communications are not in violation of any federal or provincial legislation or regulations regarding privacy or spam.

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Other Terms and Conditions

.1

I understand that the success of NYGÅRD and its independent NSD Stylists depends on direct selling to consumers. For this reason I will not sell NYGÅRD products to or through a retail store or other fixed commercial establishment, nor will I sell NYGÅRD products through the Internet.

.2

Either NYGÅRD or I may terminate this Agreement for any reason upon prior written notice to the other party, effective two days after receipt. The Agreement will terminate upon my death, insolvency or bankruptcy. If I return my Core Starter Kit within 10 days of receipt I will receive a full refund including shipping costs.

.3

All of my rights as an independent NSD Stylist consultant (including any earnings, privilege or benefits) provided to me by NYGÅRD are personal to me and may not be assigned, transferred or assumed without NYGÅRD's prior written consent.

.4

Some municipalities (including Winnipeg) require Stylists to obtain municipal vendor licenses. Stylists are required to inquire at each municipality where they will be doing business as to whether such a licence is required and if so, obtain and maintain such a licence at their own expense

.4

This Agreement shall be governed by the laws of the Province of Manitoba without regard to the conflict of laws, provisions and principles of such laws.

.5

If any part of this Agreement is found to be invalid, illegal or unenforceable by a court, the remaining provisions shall continue to be in effect.

.6

I agree to fully release NYGÅRD, and any affiliated companies, directors, officers, or designated agents from all liability or harm arising from my actions as a Stylist, and I agree to indemnify (reimburse) NYGÅRD for any liability, damages, or other awards arising as a result of any of my conduct that is in breach of this Agreement and law.

.7

This Agreement will become effective only when it is received by NYGÅRD and a confirmation email

is sent to me from NYGÅRD. It supersedes any other oral and written agreement previously made by me and NYGÅRD.

To Be Completed for Non-Internet (Hard Copy) Applications Only

Signature

Name [please print]

Address1 [please print]

Address2 [please print]

City & Province [please print]

Postal Code

Telephone Number

Email Address