

TERMS & CONDITIONS

1. I understand that as an Independent Style Advisor ("SA") for Yanbal USA, Inc. (hereinafter "Yanbal"):
 - ✓ I have the right to sell Yanbal products and services to third parties in accordance with my independent Style Advisor Agreement. I understand that it is within the exclusive right of Yanbal to accept or reject orders that I submit.
 - ✓ I have the right to enroll persons as SAs in Yanbal.
 - ✓ If qualified, I have the right to earn commissions pursuant to the Yanbal Compensation Plan.
2. I agree to submit at the time of my enrollment as SA an Internal Revenue Service (IRS) form W-9 to Yanbal. If I do not file such form W-9 at that time my enrollment as SA will not be considered complete and thus, I will not be assigned an SA personal identification number.
3. I understand that all payments I get from the Company will be made through the account that I will open for that purpose with Propay, Inc. (or any subsequent service provider designed for that by the Company) within the following sixty (60) calendar days after the date on which I was assigned my SA personal identification number. Otherwise, the Company will cancel my SA personal identification number. In this case the amount paid for the Starter Kit will not be reimbursed.
4. **I understand that by purchasing a Starter Kit I will get a free subscription period to Yanbal Suite. Once such period ends I must choose one of the subscription plans available at that time. Otherwise, I will not have access to Yanbal Suite and my Yanbal business will be put on hold. Furthermore, I understand that I might cancel my Yanbal Suite subscription at any time.**
5. I agree to enroll into the Yanbal Suite upon accepting the present Terms and Conditions, which enrollment is subject to the conditions stated in the Policies and Procedures.
6. I agree that as a Yanbal SA I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Yanbal. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF YANBAL FOR FEDERAL OR STATE TAX PURPOSES. Yanbal is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers compensation or unemployment security benefits of any kind from Yanbal.
7. I certify that I am an individual who is a U.S. citizen or U.S. resident alien.
8. I have carefully read and agree to comply with the Yanbal Policies and Procedures, and the Yanbal Compensation Plan, each of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). If I have not yet reviewed the Policies and Procedures at the time I execute this Agreement, I understand that they are posted in my business portal. I will review the Policies and Procedures within five days from the date on which I execute this Agreement. If I do not agree to the Policies and Procedures, my sole re-

course is to notify the company and cancel my Yanbal Agreement. Failure to cancel within five days from the execution date of this Agreement constitutes my acceptance of the Policies and Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Yanbal. I understand that the Agreement, as well as the monthly Yanbal Suite subscription fee, may be amended at the sole discretion of Yanbal, and I agree to abide by all such amendments. Notification of amendments shall be posted in my Yanbal business portal. Amendments shall become effective thirty (30) days after notice of the amendments is posted, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Yanbal business or my acceptance of bonuses or commissions after the effective date of amendments shall constitute my acceptance of any and all amendments.

9. I understand that both the application and registration to become a Yanbal Independent Style Advisor must be done directly solely by the interested person with no exception. It is prohibited any registration on behalf of a third party, case in which the registration is null and the Company disclaims any and all responsibility and liability. It is understood that once I accept the Agreement, and met all the corresponding requirements, I will get an SA personal identification number. It is my responsibility to keep confidential my SA personal identification number.
10. Yanbal reserves the right to terminate all Advisor Agreements upon notification sent thirty (30) days before the effective termination date if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.
11. Neither party may assign its rights under the Agreement without the prior written consent of the other. Any attempt to transfer or assign the Agreement without the express written consent from the other party will not be valid for such party. Notwithstanding the foregoing, nothing in this provision shall restrict or prohibit Yanbal from transferring its rights under this Agreement to a third party pursuant to a sale of the majority of Yanbal's assets or a controlling interest in the ownership of Yanbal to such third party.
12. I understand that if I fail to comply with the terms of the Agreement, Yanbal may impose upon me disciplinary sanctions as set forth in the Policies and Procedures.
13. Except as set forth in Yanbal's Policies and Procedures, neither Party, its parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Affiliates"), shall be liable to the other for consequential or exemplary damages for any claim or cause of action relating to the Agreement or the use of Yanbal products, even if the party has been advised of the likelihood of such damage.
14. The Agreement, in its current form and as amended by Yanbal at its discretion, constitutes the entire contract between Yanbal and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
15. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party which issues the waiver. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

16. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.
17. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. In the event of a dispute between an SA and Yanbal arising from or relating to the Agreement, or the rights and obligations of either party, or the business, the parties shall attempt in good faith to resolve the dispute as more fully described in the Policies and Procedures.
18. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
19. Maryland Residents: A Maryland resident may cancel the Agreement for any reason within three (3) months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant.
20. Montana Residents: A Montana resident may cancel the Agreement within fifteen (15) days from the date of enrollment, and may return his or her starter kit and any products he/she purchased for business purposes for a full refund within such time period.
21. Louisiana, Massachusetts and Wyoming Residents: Should you cancel your Advisor Agreement, Yanbal will refund 90% of your purchase price for any administrative fees you have incurred during the current year upon receipt of your written request.
22. I agree to release Yanbal and its Affiliates from all liability arising from or relating to my promotion or operation of my Yanbal business and any activities related to it (e.g., the presentation of Yanbal products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Yanbal for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
23. Any Style Advisor has the right to cancel this Agreement at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or via the Style Advisor's Yanbal Suite.
24. If a Party wishes to bring an action against the other Party for any act or omission relating to or arising from the Agreement, such action must be brought according to the Policies & Procedures.
25. I grant Yanbal an irrevocable license to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, preliminary, and finished material.
26. I certify that I am at least 18 years of age.
27. I certify that I am neither a Puerto Rico nor an Alaska resident.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction 15 business days for North Dakota residents age 65 or over). For more information see the receipt that will be emailed to you.

