

Kiwi Lane Designs, LLC  
Creative Partner Agreement Terms & Conditions  
Last Updated March 1st, 2020

1. I understand that as an Independent Creative (“Creative Partner”) for Kiwi Lane Designs, LLC. (hereafter “Kiwi Lane”):
  - a. I have the right to solicit orders for Kiwi Lane products and services in accordance with these Terms and Conditions on behalf of Kiwi Lane. I understand that it is within the exclusive right of Kiwi Lane to accept or reject such orders.
  - b. I have the right to refer others to enroll as Creative Partners in Kiwi Lane.
  - c. If qualified, I have the right to earn commissions pursuant to the Kiwi Lane Compensation Plan.
  
2. I agree to present the Kiwi Lane Designs Compensation Plan and Kiwi Lane products and services as set forth in official Kiwi Lane literature.
  
3. I agree that as a Kiwi Lane Creative Partner I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Kiwi Lane. 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 KIWI LANE DESIGNS FOR FEDERAL OR STATE TAX PURPOSES. Kiwi Lane 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 Kiwi Lane.** I certify that: The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) 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 (c) the IRS has notified me that I am no longer subject to backup withholding; and; I am a U.S. citizen.
  
4. *I have carefully read and agree to comply with the Kiwi Lane **Policies and Procedures**, the Kiwi Lane Compensation Plan, and the Kiwi Lane Business Entity Addendum (the Business Entity Addendum applies only to business entities that apply to become an Creative Partner) each of which are incorporated into and made a part of these Terms and Conditions (these four 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 I am obligated to email [support@kiwilane.com](mailto:support@kiwilane.com) to get a copy.. 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 recourse is to notify the company and cancel my Kiwi Lane Partnership Agreement. Failure to cancel 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 Kiwi Lane. I understand that the Agreement may be amended at the sole discretion of Kiwi Lane, and I agree to abide by all such amendments. Notification of amendments shall be emailed to me. Amendments shall become effective 15 days after publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Kiwi Lane business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.
  
5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). The Agreement shall automatically renew for additional one year terms on its anniversary date unless either party

notifies the other that it does not wish to renew the Agreement. If Kiwi Lane elects not to renew the Agreement after its anniversary, it will provide at least 30 days' prior written notice. This 30 day advance notice requirement does not apply to Creative Partners. If the Agreement is not renewed, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Creative Partner. I shall not be eligible to sell Kiwi Lane products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from my activities or the activities of my former organization sales. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former Creative Partners that I referred and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former organization.** Kiwi Lane reserves the right to terminate all Creative Partner Agreements upon 30 days' notice.

6. I may not assign any rights under the Agreement without the prior written consent of Kiwi Lane. Any attempt to transfer or assign the Agreement without the express written consent of Kiwi Lane renders the Agreement voidable at the option of Kiwi Lane and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, Kiwi Lane may impose upon me disciplinary sanctions as set forth in the Policies and Procedures.

8. Kiwi Lane, its parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Kiwi Lane 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 Kiwi Lane and its affiliates from all liability arising from or relating to my promotion or operation of my Kiwi Lane business and any activities related to it (e.g., the presentation of Kiwi Lane products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Kiwi Lane for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by Kiwi Lane at its discretion, constitutes the entire contract between Kiwi Lane and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by either party of any breach of the Agreement must be in writing and signed by the party, or an authorized agent of the party, against whom the waiver is asserted. 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.

11. 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.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho without regard to principles of conflicts of laws. In the event of a dispute between a Creative Partner and Kiwi Lane 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. Kiwi Lane shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an Creative Partner. If the parties are unsuccessful in resolving the dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

**13.** 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 Creative Partner 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 District of Idaho, or state court residing in Canyon County, State of Idaho.

**14.** LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

**15.** MD 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.

**16.** MT Residents: A Montana resident may cancel the Creative Partner Agreement within 15 days from the date of enrollment, and may return his or her Starter Kit and any products he or she purchased for a full refund.

**17.** Puerto Rico Residents: You may cancel this Agreement at any time within 90 days from the date of enrollment, 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 the development of the market of the properties or services. Your cancellation must be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: (a) Reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; (c) Return 90% of any sum paid by you for the purpose of participating in the business.

**18.** A participant in this networking 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 or via the Creative Partner's Back-Office, or by emailing [Support@kiwilane.com](mailto:Support@kiwilane.com).

**19.** If a Creative Partner wishes to bring an action against Kiwi Lane 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 Kiwi Lane for such act or omission. Creative Partner waives all claims that any other statute of limitations applies.

**20.** I grant Kiwi Lane an irrevocable license to 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, beta, preliminary, and finished material.

**21.** I certify that I am at least 18 years of age.