

## Chalk Couture® Independent Designer Agreement

This Chalk Couture Independent Designer Agreement is made by and between Chalk Couture, LLC, a Utah limited liability company with its principal place of business at 389 West 12800 South, #510, Draper, UT 84020 (the “**Company**,” or “**Chalk Couture**”), and the individual whose name appears on the attached “Enrollment Application” (“**I**,” “**me**,” or “**my**”). Collectively herein, Company and Designer are referred to as the “Parties” and each individually as a “Party.” The Parties agree as follows:

1. By submitting my Enrollment Application, I apply for acceptance by Chalk Couture to serve as an independent Chalk Couture Designer (“**Designer**”), which for purposes of this Agreement means an independent distributor of Chalk Couture products. I understand that the Company may accept or reject any application for any or no reason, in Chalk Couture’s sole and absolute discretion. Acceptance of my Enrollment Application will automatically be deemed to have occurred once the Company issues me credentials to establish my Chalk Couture Designer business (my “**Designership**”). If the Company accepts my Enrollment Application, the effective date of the Agreement will be the date I submitted the Enrollment Application to Chalk Couture (the “**Effective Date**”).
2. I have carefully read and agree to comply with the Chalk Couture Policies (the “**Policies**”), the Chalk Couture Compensation Plan, the Chalk Couture Privacy Policy (the “**Privacy Policy**”), and the Website Terms of Use, which are incorporated into and made a part of this Agreement (these documents are collectively referred to as the “**Agreement**”). I understand that the Agreement may be amended from time to time at the sole discretion of Chalk Couture, and I agree to abide by all such amendments. I acknowledge that notification of any such amendments will be posted on Chalk Couture’s website, in my Designer Office, and/or sent via email. Amendments to the Agreement will become effective 30 calendar days after publication of the same, but any such amendments will not apply retroactively to conduct that occurred prior to the effective date of the amendment. I acknowledge and agree that the continuation of my Chalk Couture Designership or my acceptance of bonuses or commissions after the effective date of the amendments will constitute my acceptance of any and all amendments.
3. I understand that as a Designer
  - a. I have the right to offer for sale Chalk Couture products and services in accordance with the Agreement.
  - b. I have the right to enroll others as Chalk Couture Independent Designers.
  - c. If qualified, I have the right to earn commissions pursuant to the Chalk Couture Compensation Plan.

4. I agree to purchase a “**Designer Access Pass**” followed by a recurring monthly (should my annual Agreement with the company be renewed) Designer Access Pass Fee that will cover: the setup and maintenance of a replicated website (“**Chalk Site**”) to which I will have access as a Designer, access to various online resources and business tools, and the administrative costs associated with establishing and maintaining my Designership. I acknowledge that I will be charged the amount of the Designer Access Pass when I submit my Enrollment Application. Payment for the monthly Designer Access Pass Fee will automatically be charged to the credit card that I place on file when I submit my Enrollment Application or other credit card that I have subsequently provided to the Company. Assuming my annual Agreement is renewed, the Designer Access Pass Fee will continue to be charged monthly to my credit card. The Designer Access Pass is optional for Designers in the following states: IN, MN, HI, MD, and ND. See Section 3.3 of the Policies for more details.
5. I agree to present the Chalk Couture Compensation Plan and Chalk Couture products as set forth in official Chalk Couture literature. I will never make or circulate unsubstantiated testimonials or make any income or earnings claims or representations other than those specifically authorized in this Agreement or the Policies. I will never use my own or anyone else’s income as an indication of another person’s potential success and will never use bank statements or other evidence of compensation as marketing materials. I will accurately represent the Compensation Plan and will never make projections of potential earnings. I will make clear that no earnings are guaranteed by Chalk Couture, no Designers earn money solely for sponsoring, and there are no exclusive territories.
6. I agree that as a Chalk Couture Designer, I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Chalk Couture. 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. As an independent contractor, I understand that I have no authority to bind Chalk Couture to any agreement or contract, and I will not hold myself out as having actual or apparent authority to bind Chalk Couture. I further acknowledge that the Company’s acceptance of my Enrollment Application does not constitute the sale of a franchise or business opportunity under any state or federal law, and I understand that I am not acquiring any interest in a security.
7. **I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF CHALK COUTURE FOR FEDERAL OR STATE TAX PURPOSES OR FOR ANY OTHER REASON.** I will be solely responsible for the payment of all applicable taxes (including federal, state, and local income, sales, use, unemployment, worker’s compensation, and Social Security) and any other premiums and fees attributable to my Designership. I further acknowledge and agree that federal and state laws for minimum wage and

overtime pay do not apply to me as an independent contractor. I accept the sole responsibility for all self-employment and all federal, state, and local income and sales taxes and any other taxes on income earned as a Designer. The Company will file appropriate tax earnings report forms for me at the close of the calendar year for commissions and bonuses earned in my state of residence under this Agreement.

8. I understand that the Company's trademarks, service marks, trade names, trade dress, patents, trade secrets, and copyrighted materials (collectively the "**Intellectual Property**") belong solely to or have been licensed for use by the Company, and any use of the Company's Intellectual Property must be in strict compliance with the Policies. I acknowledge that the Company has exclusive proprietary rights to information developed by or for the Company, including, but not limited to, Designer lists, Company-generated customer lists, customer profile data, manufacturing procedures, product development information, product purchase information, consultant and advisor lists, operating, financial, and marketing materials, and all other information not provided by the Company to the public, and that such information is confidential (the "**Confidential Information**"). I agree not to use or disclose such Confidential Information to any party except in strict accordance with the Agreement. Any Confidential Information given to me is based on my role as a Designer and may be used solely in my business relationship with the Company. During the term of the Agreement and thereafter, I will not sell or use Confidential Information to sell products or services other than Chalk Couture products, or in connection with any other business, or for any other reason except in compliance with the Agreement. Upon termination or nonrenewal of the Agreement, I will immediately cease all use of the Company's Intellectual Property and Confidential Information, and upon request, I will return all such materials in my possession or control to the Company. I agree that any breach of the provisions herein relating to the Company's Intellectual Property and Confidential Information will cause immediate and irreparable harm to the Company and that the Company will not be made whole following such breach solely by monetary damages. I further agree that the remedy at law for any breach of any such provision will be inadequate; and that in addition to any other remedies in law or in equity it may have, the Company will be entitled, without the necessity of proving actual damages or posting bond, to temporary and permanent injunctive relief to prevent the breach or threatened breach of any such provision and/or to compel specific performance of such provisions.
9. Term. This Agreement will be in effect until April 30, (the "**Term**") unless cancelled or terminated as provided herein. The Agreement may be renewed thereafter for subsequent 1-year terms upon mutual agreement between me and the Company. The Agreement will be renewed so long as I remain in compliance with the terms of the Agreement, meet the requirements of the Chalk Couture Compensation Plan and pay the recurring monthly Designer Access Pass Fee (where required), the Company has

not provided me Notice (as defined below) that I must execute a new Agreement, or until the Company or I terminate or communicate an intent not to renew the Agreement.

#### 10. Right to Cancel; Termination

- a. I have a right to cancel my Enrollment Application, without penalty or obligation, within three (3) business days of the date of the Enrollment Application. To cancel, I must notify the Company before 12:00 a.m. (Mountain Time) of the third business day after submitting the completed Enrollment Application. The cancellation may be made via telephone, mail, or e-mail to receive a full refund. The Right to Cancel Notice will appear during the enrollment process. A Montana resident may cancel his or her Agreement within fifteen (15) calendar days from the date of enrollment and may return his or her Starter Kit for a full refund within such time. New Designers in North Dakota over age 65 have fifteen (15) calendar days to cancel a transaction over \$50 USD.
  - b. I acknowledge and agree that a participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason Agreement (effective upon receipt of such Notice by Chalk Couture). Cancellation must be submitted in writing to the company at its principal business address, 389 W 12800 S, Ste 510, Draper, UT 84020, or by emailing the Chalk Couture Compliance department at: [advisory@chalkcouture.com](mailto:advisory@chalkcouture.com).
  - c. **In the event of cancellation, termination, or nonrenewal of the Agreement, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of my former downline organization.**
  - d. Chalk Couture reserves the right to unilaterally terminate any or all Designer Agreements upon 30 calendar days' Notice to Designer 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.
  - e. Subject to any rights to a hearing and appeal when termination is made for disciplinary purposes as set forth in the Policies, the Company may terminate the Agreement at any time by giving the Designer 30 calendar days' Notice of such termination.
11. Chalk Couture reserves the right to unilaterally terminate any Agreement with immediate effect in the case of a material breach by Designer of the Agreement including, without limitation, a breach of the non-competition provision of Section 30 herein (to the extent

allowed by applicable law), violation of the Confidential Information sections of the Policies, and/or violation of the Non-Solicitation section of the Policies.

12. Subject to the Inventory Repurchase Policy set forth in the Policies, upon termination, of the Agreement, the Company will consider repurchasing unsold products and sales aids if the same: a) are in a reasonably resalable condition, b) were acquired by me from the Company in the preceding 12 months, and c) are returned to the Company at my expense. Any such Company repurchase will be at a price not less than 90% of my original net cost of the products being returned. Further details on the Inventory Repurchase Policy are located in the Policies.
13. I acknowledge and agree that I will not assign any rights, or delegate any duties under the Agreement, without the prior written consent of Chalk Couture. I further acknowledge and agree, that any attempt to transfer or assign the Agreement without the express written consent of Chalk Couture are null and void, and renders the Agreement voidable at the option of Chalk Couture and may result in termination of my Designership.
14. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Chalk Couture. I further agree that if I fail to comply with the terms of the Agreement, Chalk Couture may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies, which may include the involuntary termination of my Chalk Couture Designership.
15. The Parties and their respective parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), will not be liable for, and the Parties release one another from, all claims for incidental, consequential, and exemplary damages for any claim or cause of action relating to the Agreement.
16. I hereby release Chalk Couture and its affiliates from all liability arising from or relating to the promotion or operation of my Chalk Couture Designership and any activities related to it (including, but not limited to, the presentation of Chalk Couture products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).
17. I will indemnify and hold the Company harmless from and against any and all liability, loss, costs, claims, or causes of action based upon or arising out of damage or injury to persons or property caused or sustained in connection with the performance of the Agreement, my participation in Company sponsored activities or travel thereto, or any violation of any statute, ordinance, building code, or regulation by me or by my Distributorship, and the defense (including legal fees and costs) of any such claims or actions. Furthermore, I will indemnify and hold the Company harmless from and against

any and all liability, loss, costs, claims, or causes of action in connection with, and will assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed on me or my Distributorship or required from either including, but not limited to, unemployment insurance, Social Security, sales tax, use tax, income tax, and workers' compensation laws with respect to my performance under the Agreement.

18. The Agreement, in its current form and as amended by Chalk Couture at its discretion, constitutes the entire agreement between Chalk Couture and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. In the event of a conflict between a provision of this Chalk Couture Independent Designer Agreement and the Policies and/or Compensation Plan, the provisions of the Policies and/or Compensation Plan shall control and be considered to supersede any conflicting provisions herein.
19. Any waiver by either Party of any breach of the Agreement must be in writing and signed by the Party waiving the breach. With respect to Chalk Couture, only officers of the Company are authorized to waive any policy. Waiver by one who is not an officer of the Company will not be binding on Chalk Couture. Waiver by either Party of any breach of the Agreement will not operate or be construed as a waiver of any subsequent breach.
20. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect; provided, however, that in the event the invalidity or unenforceability of any provision of this Agreement has a material adverse effect on any of the rights or obligations of the Company, the Company will have the right to terminate this Agreement, without any further liability or obligation hereunder of any kind for the Company, by providing written notice of termination to Designer.
21. **Arbitration; Class Action Waiver. IMPORTANT – PLEASE NOTE:** The Policies, which are incorporated herein, contain a binding arbitration clause and class action waiver. Company and Designer waive all class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity. The arbitration clause and class action waiver affect Designer rights about how to resolve any dispute with the Company. All disputes and claims relating to or arising from this Agreement, my rights and obligations as a Designer, or any other claims or causes of action relating to the Company or my performance as a Designer under the Agreement will be settled as specified in the Policies. I WAIVE ALL RIGHTS TO A COURT OR JURY TRIAL EXCEPT AS SPECIFIED IN THE POLICIES. Any claim relating to the Agreement must be filed within 1 year of the conduct or action giving rise to such claim.

Prior to submitting my Enrollment Application, I will read and acknowledge that I have read the Mandatory Arbitration and Class Action Waiver Policy in the Policies and understand that I am waiving any right to commence or participate in a class action against Chalk Couture.

22. Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, including claims at law or equity, contract-based, tort based, and/or otherwise, will be settled through confidential arbitration. THE PARTIES WAIVE RIGHTS TO A TRIAL BY JURY, OR TO ANY COURT EXCEPT AS EXPRESSLY PROVIDED HEREIN. The arbitration will be filed with, and administered by, the American Arbitration Association in accordance with the AAA's 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 Designers upon request to Chalk Couture's Customer Service department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following will apply to all Arbitration actions:

- a. The Federal Rules of Evidence and Federal Rules of Civil Procedure shall apply in all cases;
- b. The arbitration hearing shall commence no later than three hundred and sixty-five (365) calendar days from the date on which the arbitrator is appointed, and will last no more than five (5) business days;
- c. The Parties will be allotted equal time to present their respective cases;
- d. The arbitration will be brought on an individual basis by each Designer and not as part of a class or consolidated action. If the Company initiates arbitration, it may join multiple Designers or other parties in such proceedings.

All arbitration proceedings will be held solely and exclusively in Salt Lake City, Utah. There will be one arbitrator selected from the panel that the AAA provides. If the Parties cannot agree on a mutually agreeable arbitrator within ten (10) business days of the date the panel list is provided to them, the Parties will rank the panel arbitrators, beginning with 1 for most preferable, within five (5) business days thereafter and exchange rankings with the other Party. The arbitrator receiving the lowest collective rank will be appointed as the arbitrator. In the event of a tie, the tying arbitrator selected by the Company will be appointed. Each Party to the arbitration will be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator will be final and binding on the Parties and may, if necessary, be reduced to a judgment in any court having jurisdiction to enter such judgment. This agreement to arbitrate will survive the cancellation or termination of the Agreement.

Unless otherwise stipulated by all parties thereto, the Parties and the arbitrator will maintain the confidentiality of the arbitration proceedings and will not disclose to third parties:

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

Notwithstanding the foregoing, nothing in the Agreement will prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, temporary restraining order, preliminary or permanent injunction, or other equitable relief available to safeguard and protect the Company's interests and rights prior to, during, or following the filing of any arbitration proceeding.

This arbitration provision and all obligations set forth herein will not apply to disputes relating to the enforcement by you or the Company of intellectual property rights, confidentiality obligations, non-competition, non-solicitation, or impairment or good will, since these types of claims may require immediate action, which is not always available in an arbitration forum. All such claims will be brought and adjudicated in the federal or state courts residing in Salt Lake County, State of Utah, U.S.A., to the exclusion of all other venues and fora. The Parties consent to mandatory and exclusive jurisdiction and venue before such courts for all non-arbitrable claims between them.

This Agreement will inure to the benefit of the Company and all of its parents, subsidiaries, affiliates, officers, directors, members, managers, agents, employees, attorneys, successors, and assigns, any of whom will be entitled to invoke or seek enforcement of this Agreement, and will cover all claims asserted against any of them that arise out of or relate to the Agreement.

23. Mandatory and exclusive jurisdiction and venue of any claim, dispute, matter, controversy, or action involving the Company and a Designer that is not subject to arbitration will be in the federal and state courts residing in Salt Lake County, State of Utah, U.S.A., to the exclusion of all other venues and fora. Designers hereby waive any objection in such actions based on venue or forum non conveniens. The Federal Arbitration Act will govern all matters relating to arbitration. The law of the State of Utah

will govern all other matters relating to or arising from the Agreement or the breach thereof, including claims at law or equity, contract-based, tort-based, and otherwise, and including substantive claims or defenses asserted within any arbitration proceeding, without regard to principles of conflicts of laws.

24. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
25. If either Party wishes to bring an action against the other 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 applicable law, whichever is longer. Failure to bring such action within such time will bar all claims against the other Party for such act or omission. The Parties waive all claims that any other statute of limitations applies.
26. Use of Personal Information.
  - a. I acknowledge and agree that all information I provided in the Enrollment Application will be used to evaluate the application and for related activities of the Company. I authorize the Company to disclose my contact information to other Designers, but only for the business purposes of the Company and those to whom it is disclosed. The Company reserves the right to publish sales, recruiting, and other performance measures of Designers for purposes of awards and recognition. If my consent to such disclosures is required by any applicable law, I hereby grant my consent to the publication of my sales, recruiting, and other performance measures for the purposes of awards and recognition.
  - b. I authorize the Company to call the phone numbers that I have provided in the Enrollment Application by any method it may choose to use from time to time and certify that I am an authorized user of such numbers. I request that any new or additional phone numbers that I furnish to the Company be incorporated by reference into this authorization. I can revoke these authorizations by contacting the Company at: [support@chalkcouture.com](mailto:support@chalkcouture.com).
  - c. I acknowledge and agree that my personal information will be collected by the Company and will be used to: fulfill the terms of the Agreement; support and better understand my Designership; communicate special offers and promotions; and send me information about Chalk Couture products and Company-related opportunities.

- d. I consent to use of my personal information by the Company and its affiliated companies, third party service providers, and representatives as described herein, in the Policies, and the Privacy Policy posted on the Company website at <https://chalkcouture.com/CorpOrphan/privacy-notice>. I have read and agree to the Privacy Policy and the information about the Company's privacy and data protection practices contained in the Policies.
  - e. I will treat personal information of my customers, contacts, fellow Designers, and Company employees and personnel in accordance with applicable law and the Privacy Policy.
  - f. I may update, change, or delete any of my personal information by going to my profile online or by contacting [support@chalkcouture.com](mailto:support@chalkcouture.com). I may opt out of receiving marketing communications from The Company by clicking the link provided at the bottom of the communication or contacting us at: [support@chalkcouture.com](mailto:support@chalkcouture.com).
27. I authorize Chalk Couture to use my name, photograph, personal story, testimonial, likeness, and/or any other material that I submit to Chalk Couture in its advertising or promotional materials and waive all claims for remuneration for such use.
28. Chalk Couture reserves the right to sell its products through other distribution channels at its sole discretion.
29. This Section 29 of this Chalk Couture Independent Designer Agreement will only apply to Designers who are business entities. All members, managers, shareholders, trustees, partners, or others with any ownership interest in the business entity (collectively "Owners") will be jointly and severally liable for all contracts entered into with Chalk Couture. Each Owner is individually bound to and must comply with and agree to the terms and conditions of the Chalk Couture Agreement. Violation of the Agreement by any Owner or employee of the Business Entity will be jointly and severally imputed to the Entity and all Owners of the Entity. Failure to list all Owners of the business entity, and/or update the Owners of the business entity as ownership changes occur, will be grounds for disciplinary sanctions as described in the Policies. Each Owner certifies that neither he/she, nor any household family member, has any ownership, financial, or equitable interest in, or managerial responsibility for, any other Chalk Couture Designership, and has not had any such interest or responsibility for at least six calendar months prior to submitting this Application and Agreement.

30. I acknowledge and agree, that during the term of this Agreement, and for six (6) months after termination hereof, for any reason, that I will not market and/or sell any product(s) that compete with any Chalk Couture product, in the United States. The term “compete” will be construed broadly to include direct and indirect competition with Chalk Couture products to the maximum extent permitted by applicable law. I acknowledge that this restriction on competitive activities restricts, prohibits, and otherwise limits my ability to earn certain types of income from other activities. I further acknowledge, that my activities as a Designer, are special, unique, and extraordinary and that the restriction set forth in this Section 30, is reasonable in its duration, geographical boundaries and scope, and that such a promise by me, is necessary for Chalk Couture to protect its legitimate interests, including, without limitation, its trade secrets, goodwill, and the investment Chalk Couture makes in the education and training tools its Designers can use to help grow their Designership.

Furthermore, I understand and agree that Chalk Couture has a right to seek injunctive relief prohibiting me from engaging in competitive activities, and that such action does not preclude Chalk Couture from subsequently maintaining an action to recover damages that it sustains as a result of my unauthorized competitive activities.

31. California and North Dakota Residents. Chalk Couture will not seek to enforce the non-competition restriction outlined in Section 30 above against residents of California or North Dakota but reserves the right to enforce all other restrictions contained in the Agreement as allowed by applicable law, including without limitation the protections applicable to Confidential Information of the Company outlined in the Policies.

32. Washington Residents. Washington residents may adjudicate the non-competition covenant contained in Section 30 above in the courts of the state of Washington with such adjudication governed by the substantive law of the state of Washington.

33. I have not violated any non-competition, non-solicitation, or confidentiality agreement entered into with any other organization or entity by becoming a Designer for Chalk Couture, and I will not be violating any agreement or contract, including non-competition, non-compete, or non-solicitation entered in with any other organization by working as an Independent Designer for Chalk Couture.

34. I voluntarily approached Chalk Couture, (*i.e.*, via another Designer in good standing, employee, or affiliate) about becoming a Chalk Couture Designer and requested to become a Designer. Neither Chalk Couture, nor any of its employees, agents, managers, members, or affiliates, approached or solicited me about becoming a Designer.

35. Survival. The provisions of the Agreement which by their nature, or as explicitly stated in the Agreement, are intended to endure beyond the termination or expiration of the

Agreement will continue to be binding for the period necessary to fulfill their purpose or as required by applicable law. Such provisions include, but are not limited to, those relating to representations and warranties, indemnification, intellectual property, proprietary information ownership and rights, Confidential Information, limitation of liability, authorization to use personal information, Non-Disparagement / Non-Harassment, and Non-Solicitation. All such provisions shall survive termination of the Agreement.

36. The Agreement may be executed electronically and may be delivered to the Company by electronic means. An emailed copy of the Agreement will be treated as an original in all respects.
37. Except as specified herein or as may otherwise be required by the laws of the jurisdiction in which I reside, all notices required or given under the Agreement must be in writing and will be deemed effective when delivered (“**Notice**”). Notices to the Company must be deposited with the U.S. Postal Service, postage prepaid, with written confirmation of delivery, addressed to the Company at the address provided herein. Notices from the Company to me can either be mailed to the address provided in my Enrollment Application or sent via email to the email address I provided in my Enrollment Application if I specify email as my preferred method of receiving communication. Either Party may designate a new address for Notice purposes from time to time, by providing Notice of address change in writing, delivered to the other party, in accordance with this Section 37.
38. All rights, powers, and remedies given to the Company are cumulative, not exclusive, and in addition to any and all other rights provided by law. Upon any breach of the Agreement by me, in addition to suspension and/or termination, the Company will have the right to impose fines as established by the Company and/or to pursue all legal and equitable remedies to enforce its rights under the Contract. The Company will have the right to offset against commissions owed me any amounts owed to the Company by me.
39. Should any provision of this Agreement require judicial interpretation, the Parties expressly acknowledge and agree that both Parties have had opportunity to participate in the drafting of this Agreement, and that terms hereof will not be construed more strictly against either Party.
40. Company’s Acknowledgement. Subject to the approval of my Enrollment Application by the Company, as evidenced by the issuance by the Company of credentials to establish my Designership, the Company agrees to be bound by the terms of this Agreement. The Company reserves the right to reject my Enrollment Application at any time for any reason or no reason in its sole discretion prior to issuance of Designership credentials.

41. Designer's Acknowledgement. Subject to the approval of my Enrollment Application by the Company, I understand that I shall be bound by this Agreement, effective as of the Effective Date. I have truthfully and accurately completed the Enrollment Application. I HAVE READ ALL DOCUMENTS COMPRISING THE AGREEMENT IN THEIR ENTIRETY, INCLUDING THIS CHALK COUTURE INDEPENDENT DESIGNER AGREEMENT, THE POLICIES, AND THE COMPENSATION PLAN, and acknowledge my acceptance of each of the terms and provisions contained therein, including the mandatory arbitration provision and waiver of class action. I certify that no claims or representations of income of any kind have been made to me. Furthermore, I acknowledge that income I may receive is attributable to the sale of products, that no income or fees are derived from the mere act of recruiting another Designer. In addition, I acknowledge that, other than the [Enrollment Fee], I have not paid, nor will I pay, any application fees or other money to the Company or anyone else to become a Designer. I understand that I do not have the right to speak for or on behalf of the Company, or represent myself as the Company, or an agent thereof. I certify that I am of legal age in the jurisdiction in which I reside, that I am legally able to enter into this Agreement, that I possess a valid Social Security number (or if applicable, a valid FEIN), and that I have a permanent address in the United States.