



INDEPENDENT SELLER AGREEMENT

This Independent Seller Agreement (“Agreement”) is entered by and between reFINEstyle LLC (“Company”) and the undersigned independent Seller (“Seller”) as of the date of Seller’s automatic signature.

Company desires for Seller, in the capacity described below, to list and sell items on Company’s website, under the terms and conditions described below, and subject to the rights of termination hereinafter set forth, and Seller is willing to list such items pursuant to such terms and conditions.

In consideration of the mutual agreements hereinafter set forth, Seller and Company have agreed and do hereby agree as follows:

1. **DUTIES AND RESPONSIBILITIES.** In exchange for the consideration listed below, the sufficiency of which is hereby acknowledged, Seller agrees to list and sell items on Company’s website, www.reFINEstyle.com, or any successor website thereto (the “Site”). In listing and selling these items, Seller agrees to maintain the highest standards of integrity, honesty, and responsibility in dealing with Company, consumers, and other sellers. Seller agrees to be bound by the terms and conditions set forth in Addendum I hereto and as may be listed on the Seller Portal located on the Site (the “Seller Portal”) Seller may not disclaim responsibility for or knowledge of the authenticity of Seller’s items for listing. In the event Seller cannot verify the authenticity of an item, the Seller is not permitted to list the item. If Seller is unsure of the authenticity or legality of an item, the item must not be listed for sale on the Site. **Seller understands and agrees that Company may terminate the Agreement and discontinue any pending sales of Seller’s items immediately in the event it determines, in its discretion, that Seller listed an unauthenticated item.**

2. **INDEPENDENT CONTRACTOR STATUS.** The relationship created hereby between the parties is that of an independent contractor and shall not be construed or deemed to be that of an employer-employee relationship, joint venture, or partnership. Seller is not authorized to act as an agent of the Company or for, or on behalf of, the Company in any capacity whatsoever, and Seller shall not in any manner advertise, represent, or hold Seller out as acting or being authorized to so act. Except as otherwise specified herein or required by law, the services to be rendered for or on behalf of the Company as provided for in this Agreement, shall be subject to the control of Company only to the extent of the result to be accomplished by the work and not as to the means and methods used by Seller for accomplishing the result. The Company shall have no right, except to the extent required by law, to direct or limit Seller’s activities. It is further understood and agreed that Company:

- (A) does not require Seller to list items exclusively on the Site;
- (B) does not impose on Seller any geographical territories or limits concerning sales;

- (C) does not provide Seller with any business registrations or licenses, if any, required to perform the specific services set forth in this Agreement;
- (D) does not pay Seller a salary or hourly rate, but rather in accordance with the terms set forth in Addendum 1 hereto;
- (E) does not provide tools to Seller and Seller shall provide, at Seller's own expense, all materials, equipment, and any other items necessary to carry out the terms of this Agreement;
- (F) does not dictate the time of performance;
- (G) shall pay Seller in the name appearing in this Agreement.
- (H) will not combine business operations with Seller and will continue to maintain its operations separate from those of Seller.

3. ADVERTISING. Seller agrees to obtain Company's written permission prior to advertising or promoting the sale of items on the Site through the use of mass communications methods such as radio, television, facsimile services, national or international advertising, classified ads, and ads placed in coupon magazines. Seller may advertise or promote Seller's business with respect to the Site only using approved ad templates or images acquired from Company, and must obtain prior written approval from Company for all advertisements relating to Seller's business that do not use such templates. Seller agrees not to use or apply the reFINEstyle name or its trademarks, servicemarks, or logos without prior written approval from Company.

4. LIABILITY AND INDEMNITY. All sales of items on the Site and under this Agreement shall be performed entirely at Seller's risk. Seller shall defend, indemnify, and hold harmless Company and any of its members, employees, principals, agents, attorneys, affiliates, successors and assigns, from and against any and all liabilities, obligations, assessments, suits, actions, proceedings, claims, demands, judgments, damages, losses (including any loss of business or credit), costs, expenses and fees, including reasonable attorneys' fees incurred by Company and any of its members, employees, principals, agents, attorneys, successors and assigns, as a result of Seller's conduct, or breach of or default under any provision of this Agreement, including, without limitation, any costs, expenses, and fees, including reasonable attorneys' fees, incurred by Company in enforcing any provision of this Agreement.

5. COMPENSATION. For sales of items on the Site, Seller shall pay Company according to the attached Addendum 1, which is hereby incorporated by reference.

6. TAXES. Seller shall be solely responsible for the payment of Seller's own state and federal income tax and self-employment tax, and Company shall not, under any circumstances, withhold or pay or be responsible to withhold or pay to the appropriate government agency, such taxes, except as required by law. As a condition of this Agreement, and prior to any payment of compensation under this Agreement, Seller shall complete, execute, and return to Company an IRS W-9 form. Seller shall likewise be solely responsible and liable for the collection and payment of any and all state and local sales tax due and owing on any item Seller sells.

7. NONSOLICITATION OF EMPLOYEES AND CONTRACTORS. During the term of this Agreement and for a period of twelve (12) months thereafter, Seller shall not, directly or indirectly, solicit or induce or attempt to solicit or induce any employee or independent contractor of Company to

cease performing services for Company or to leave Company for any reason whatsoever. This prohibition shall survive the termination of this Agreement.

8. DURATION AND TERMINATION. This Agreement shall remain in force for so long as the parties mutually agree to continue the relationship, and can be terminated by written notice by either party at any time, with or without cause. Termination of the agreement on the part of Company can be executed by removing access to the Seller Portal.

9. TERMINATION OF PRIOR AGREEMENTS. This Agreement terminates and supersedes any and all prior agreements and understandings between the parties with respect to any relationship by and between Seller and Company.

10. ASSIGNMENT. This Agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder; provided that, in the event of the merger, consolidation, or transfer or sale of all or substantially all of the assets of Company with or to any other individual or entity, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties and obligations of Company hereunder.

11. WAIVER. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

12. GOVERNING LAW. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Texas, notwithstanding the application of any choice of law principles. Any litigation that may be brought by either party involving the enforcement of this Agreement or the rights, duties, or obligations of this Agreement shall be brought exclusively in the state or federal courts sitting in Dallas, Texas. Both parties to this Agreement hereby commit to venue in Dallas, Texas and, as consideration for this agreement, waive any challenge to such venue.

13. ARBITRATION. All claims, disputes, and other matters in question between the parties arising out of the independent contractor relationship, including without limitation, all claims arising under this Agreement, shall be decided by arbitration in accordance with the commercial rules of the American Arbitration Association, unless the parties mutually agree otherwise. The award by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any Texas state or federal court having jurisdiction thereof.

14. ATTORNEYS' FEES. Seller and Company agree that in any arbitration or legal proceedings arising out of this Agreement the prevailing party shall be entitled to its reasonable attorneys' fees and costs of litigation in addition to any other relief granted.

15. SEVERABILITY. In the event that a court or arbitrator of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement that violate such statute or public policy shall be stricken. All portions of this Agreement that do not violate any statute or public policy shall continue in full force and effect. Further, any court or arbitrator order striking any portion of this Agreement shall modify the stricken terms as

narrowly as possible to give as much effect as possible to the intentions of the parties under this Agreement.

16. AMENDMENT. Company may amend this Agreement, and all addendums hereto, at its sole discretion. Amendments shall be effective 30 days after notice of the change is published in a commercially reasonable fashion, which includes but is not limited to posting online via the Seller Portal of www.reFINEstyle.com. If Seller does not agree to any amendment, Seller may cancel this Agreement in writing no later than the effective date of the amendment.

17. ENTIRE AGREEMENT. This Agreement embodies the entire agreement of the parties respecting the matters within its scope and may be modified only in writing. No other representation, inducement, promise, or agreement has been made by either party with respect to the subject matter of this Agreement, and no agreement, statement, or promise relating to the subject matter of this Agreement that is not contained in this Agreement shall be valid or binding. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

IN WITNESS THEREOF, the parties have caused the Agreement to be executed and delivered by their proper and duly authorized officers as of the date first written.

reFINEstyle LLC

Addendum 1: reFINEstyle.com Fees, Terms and Conditions

Last Updated October 22nd, 2010

reFINEstyle.com reserves the right to make and implement changes to this Addendum. We will make every effort to provide 30 day advance notice of changes; a copy of the current reFINEstyle.com Compensation Plan will be available via the Seller Portal at any time. Please note there are no guarantees regarding income and the success or failure of each Seller; as in any other business, success or failure is dependent on unique skills and personal effort.

reFINEstyle Seller Fees:

Seller will pay Company a percentage from all sales as follows:

Units Sold Monthly (As Units Are Sold, Fees Drop Per the Below Table). Fees are Based on Sales in the Immediately Preceding Calendar Month.	Listing Fee % (Based on Final Sale Amount)
<15 Units a Month Sold	10%
16-30 Units a Month Sold	9%
31-60 Units a Month Sold	8%
61-90 Units a Month Sold	7%
91-150 Units a Month Sold	6%
151+ Units a Month Sold	5%

Style Rewards:

All style rewards bonuses and incentives will be posted in the Seller Portal. For details and contest rules, please review the Seller Portal.

- Bonuses awarded via contests at the discretion of reFINEstyle.
 - Cash
 - Prizes
 - & Designer Apparel & Accessories

Referral Bonuses:

- Receive bonuses for referring others (including Consignment Shops, Retailers, and Individual Sellers). Receive a cash referral fee of \$100.00, referral payments are made after a seller has been onboard for 90 days. In order to qualify the new seller must list a total of 150 items in the first three months. Please note this referral payment may be modified at any time based on growth plans.

Affiliate Program:

- All Sellers qualify for the reFINEstyle.com affiliate program. By joining our affiliate program you are eligible to receive 10% of the reFINEstyle.com collected % of Final Sales Fee for the item purchased, when someone you refer makes a purchase on our site.
- You get paid by sharing your affiliate website link with customers. If customers you refer shop and purchase items from reFINEstyle.com, you get paid back -- simply, reFINEstyle.com transfers 10% of the reFINEstyle.com % of sales fee directly back to you.
- Our program is managed by Share A Sale. Sellers will be asked to sign up after they are granted access to their Seller Portal (Sellers are provided a personal affiliate link. Example: www.reFINEstyle.com/yourstore). Payments are made directly to our Sellers from the Share A Sale Team.

Merchandise/Pricing:

- All merchandise listed for sale must be 100% authentic.
- If Seller has other online stores, the prices on the Site must match or be lower than the other stores.
- Seller may not receive less than 95% positive feedback on all transactions.
- All items must be listed at 60 to 90% off of the suggested retail price.