

Sigma Beauty Bonus Program TERMS AND CONDITIONS

1. Bonus Period

For the current bonus period starting July 1st, 2017 and ending September 30th, 2017, Sigma Beauty will pay you a commission, as determined by Sigma Beauty, for each qualified action. You will also be eligible for an additional one-time 'Tier Bonus' for the bonus period based on the total number of such qualified actions generated through your affiliate link and the Tier Bonus table then in effect. You will receive the highest Tier Bonus for which you qualify for in the Tier Bonus table. Your Tier Bonus will be added to your Impact Radius account at the conclusion of this promotion. You are responsible for any applicable taxes. This bonus promotion is open internationally to individuals who are Sigma Beauty affiliates, with the exception of Coupon Sites.

2. Qualified Action

A "Qualified Action" is a new customer of Sigma Beauty referred by you that completes a purchase at SigmaBeauty.com within the applicable bonus period. A Qualified Action must be generated using (i) your personal tracking link, or (ii) a personal discount code (if applicable).

3. Promotion Restrictions

While you are free to market Sigma Beauty on your own web site, the promotion of the Sigma Beauty brand could be perceived to the public as a joint effort. Please be aware certain forms of advertising are prohibited by Sigma Beauty. Please abide by the following guidelines when planning your marketing efforts:

3.1. Using "Sigma"

"Sigma" cannot be used as a part of an affiliate's website domain name, blog, Facebook account, YouTube channel, Twitter username or any URL associated with the affiliate account.

3.2. FTC Guidelines & Spamming

Advertising commonly referred to as "spamming" is unacceptable to Sigma Beauty and could damage our name. Affiliates must abide by all state and federal consumer protection laws and regulations including the Federal Trade

Commission Act and the CAN-SPAM Act. The FTC points out that “when there exists a connection between the endorser and the seller of the advertised product” it is imperative that such a connection is “fully disclosed.” We strongly encourage our affiliates to adhere to the FTC’s rules. We also reserve the right to terminate our relationship with any non-compliant affiliates. Any pending commissions owed will not be paid if your account is terminated due to spamming or solicitation.

3.3. Unsolicited Commercial Email (UCE)

You may use mailings to contact your customers so long as the recipient is already a customer or subscriber of your services or website and the recipient has the option to opt-out of future mailings for themselves.

3.4. Copyright and Trademark Infringement

Sigma Beauty reserves the rights to seek legal action against retail partners and affiliates that infringe our copyrights, registered trademarks, and patented and patent pending products. Affiliates acknowledge that they will not promote, manufacture, distribute or sell products that replicate the exclusive designs and functions owned by Sigma Beauty. Patented and patent pending products owned exclusively by Sigma Beauty include, but are not limited to, the 3DHD® Kabuki, 3DHD® Precision, our exclusive cosmetic brush ferrule design, all products in the Sigma Spa® Brush Cleaning and the Sigma Dry’n Shape® line. Failure to adhere may result in removal of the Affiliate Program. Sigma Beauty will legally pursue all parties associated with the manufacturing, distribution, and sale of counterfeit or patent infringing products.

3.5. Paid Search Policies

Bidding at larger pay per click search engines (PPCSE), such as Google, Yahoo, and Bing!, is a great way to drive traffic to your website and send your commission checks even higher. Affiliates engaging in paid search marketing campaigns must adhere to the following terms and requirements:

3.5.1. SigmaBeauty.com protects its trademark and does not allow any trademark bidding on any search engine or Paid Placement service or site. This includes, but is not limited to Google, Yahoo, Bing!, Ask and other similar services. Affiliates may not bid on trademarked or registered

terms and products (i.e. SigmaBeauty.com, SigmaBeauty, Sigma Beauty, Sigmax, Sigma Spa, etc.) or any phrase type, misspelling, variation or combination thereof. (See the restricted keyword list below). Any affiliates found to be trademark violators will be banned from the Sigma Beauty Affiliate Program. Affiliate will be contacted prior to the ban, however we reserve the right to ban any trademark violator from the Sigma Beauty Affiliate Program without prior notice, and on the first occurrence of PPC bidding behavior.

3.5.2. Affiliates may not use the trademark alongside with or in conjunction with the following terms: “percent (%) off”, “sale”, “discount”, or “coupon”

3.5.3. Affiliates may not use their affiliate link or any of the Sigma domains and/or URLs (including, but not limited to www.sigmabeauty.com, www.sigmamakeup.com) as the display domain or URL in the advertisement. When engaging in paid search engine campaigns, affiliates must use their own domain and/or URL in their ads. Forbidden Display URL Example: www.sigmabeauty.com Approved Display URL Example: <http://www.yourdomain.com/sigmabeauty>

3.5.4. You may not make any misleading or false statements in your campaigns. To avoid conflicts and to protect the integrity of the Sigma brand, Sigma Beauty reserves the right to suspend any affiliates activities and thus their commissions for phrases that Sigma Beauty determines to be untrue or inflammatory claims of © 2017 Sigma Enterprises, LLC our products, services or websites. To avoid such measures, please forward all ad text and proposed keywords/phrases you wish to bid on to the Affiliate Manager for approval or editing, PRIOR to your submitting it to Paid Search Network providers or Paid Inclusion Search Engines.

3.5.5. None of the restricted words may be displayed in the Headline or Body of your advertisement. You agree that, following notice from SigmaBeauty.com, you will promptly remove any search listing containing copy and/or creative components that SigmaBeauty.com, in its sole discretion, deems inappropriate for any reason.

Restricted Keyword List (but not limited to):

Sigma
SigmaBeauty.com

Sigmamakeup.com
Sigma-beauty.com
Sigma-makeup.com
Sigmabeauty
Sigma beauty
Sigmamakeup
Sigma makeup
Sigma cosmetics
Sigmacosmetics
Sigma makeup brushes
Sigma beauty brushes
Sigma cosmetic brushes
Sigma brush
Sigma brushes
Sigma discount
Sigma coupon
Sigma brushes coupon
Sigma brushes discount
Sigma Girl™
Sigmax®
SigmaTech®
SigmaSnap®
SigmaAlloy™
Sigmax® Essential Kit 10 Brushes
Sigmax® Kabuki Kit
Sigmax® Precision Kit 5 Brushes
Sigma Spa®
2X Sigma Spa® Brush Cleaning Glove
Sigma Spa® Express Brush Cleaning Glove
Sigma Spa® Brush Cleaning Mat
Sigma Spa® Express Brush Cleaning Mat
SigMagic™ Brushampoo™
3DHD® Kabuki
3DHD® Precision
3DHD® Max Kabuki
3DHD™ Blender
Sigma Dry'n Shape®
Sigma Dry'n Shape® Tower
Sigma Dry'n Shape® Spa

Performance Eyes™
E06 Winged Liner™
E32 Exact Blend™
E34 Domed Utility™
E37 All Over Blend™
E38 Diffused Crease™
E39 Buff and Blend™
E41 Duo Fibre Blend™
E43 Domed Blending™
E48 Pointed Crease™
E52 Soft Focus Shader™
E54 Medium Sweeper™
E68 Line Perfector™
E71 Highlight Diffuser™
L04 Detailed Lip™
L06 Precise Lip Line™
F03 High Cheekbone Highlighter™
F04 Extreme Structure Contour™
F06 Powder Sweep™
F23 Soft Angled Contour™
F37 Spotlight Duster™
F42 Strobing Fan™
F56 Accentuate Highlighter™
F57 Emphasize Contour™
F61 Angled Cream Contour™
F63 Airbrush Blender™
F64 Soft Blend Concealer™
F66 Angled Buff Concealer™
F68 Pin-Point Concealer™
F69 Angled Pixel Concealer™
F71 Detail Concealer™
F77 Chisel and Trim Contour™
F79 Concealer Blend Kabuki™
F80 Flat Kabuki™
F82 Round Kabuki™
F83 Curved Kabuki™
F84 Angled Kabuki™
F86 Tapered Kabuki™
F88 Flat Angled Kabuki™

F89 Bake Kabuki™
P80 Precision Flat™
P82 Precision Round™
P84 Precision Angled™
P86 Precision Tapered™
P88 Precision Flat Angled™
P89 Bake Precision™

Failure to follow these requirements will be grounds for suspension from the program and forfeiture of all commissions.

3.6. Coupon Code Marketing Guidelines

Coupon marketing is allowed, but affiliates must adhere to the following terms:

3.6.1. Affiliates are permitted to use active coupon codes provided exclusively through the Sigma Beauty Affiliate Program. Affiliates are not permitted to promote unauthorized coupon codes, codes that are exclusive to other affiliates, codes provided in customer-oriented newsletters or other promotional codes from Sigma's non-affiliate program marketing efforts. Use or attempted use of any coupon code received from any source other than directly from the Sigma Affiliate Program will result in lost commissions, disqualification from the bonus promotion and/or removal from the Sigma Beauty Affiliate Program.

3.6.2. Promotion language must be simple, easy to understand, and should include the following: The offer, the coupon code, the expiration date, and approved text link only. Publishers of the coupon code must not use "bait and switch" language, misrepresentations, or false advertising when promoting offers (i.e: "Click here for more possible deals"). Publishers must remove invalid coupon codes and banners, or make clear to readers that the code is expired.

3.6.3. Affiliates bear the responsibility for removing any unauthorized, user-submitted codes.

3.6.4. Distributions of coupon codes on multiple sites need to be disclosed and approved by the Sigma Beauty Affiliate Program. Please email any

new websites and promotions distributing Sigma Beauty coupon codes to affiliate@sigmabeauty.com for approval.

3.6.5. Failure to follow these guidelines will result in suspension and lost commissions. Upon warning, affiliates must remove all violations. Repeated abuse will result in cancellation of your affiliation and any pending commissions owed will not be paid if your account is terminated due to coupon code misuse.

3.7. "Cookie-Stuffing" Policy

"Cookie-Stuffing", forced clicks, etc. is not permitted. "Cookie stuffing" is an unlawful strategy of generating affiliate sales. (i.e.: Use of cookie stuffing to cause tracking systems to conclude that a user has clicked through a qualifying affiliate link – and to pay commissions accordingly- even if the user has not actually clicked through any such link). Affiliates found using, employing or receiving this strategy will be immediately revoked and all commissions will be forfeited and conditions.

3.8. Adware & Toolbars

Affiliates are prohibited from transmitting any "interstitials," "Parasiteware™," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-Ons," "Shopping Wallets" or "deceptive pop-ups and/or popunders" to customers from the time the customer clicks on a qualifying link to the Sigma Beauty website until the time the customer has exited the Sigma Beauty site (i.e. no page from the Sigma Beauty site or any Sigma Beauty content or branding is visible on the end-user's screen). The terms "Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo and similar search or directory engines); (c) set commission tracking cookies through loading of Sigma Beauty site in IFrames, hidden links and automatic pop ups that open Sigma Beauty's site; (d) targets text on web sites,

other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

4. Grant of Licenses

4.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of the Sigma Beauty Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of Sigma Beauty and the good will associated therewith will inure to the sole benefit of Sigma Beauty.

4.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than, the license granted in this agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

5. Disclaimer

SIGMA BEAUTY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROGRAM, SIGMA BEAUTY'S SERVICES, WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF SIGMA BEAUTY ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

6. Representations and Warranties

You represent and warrant that:

6.1. This agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

6.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this agreement and to perform your obligations under this agreement, without the approval or consent of any other party;

6.3. You have sufficient right, title, and interest in and to the rights granted to us in this agreement.

7. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL SIGMA BEAUTY'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

8. Payments

You will receive a commission, as determined by Sigma Beauty, for sending authorized sales via your affiliate links and/or personal discount code. Sales must be placed by first time customers only. Payout rates may be changed at any time and can be viewed via your affiliate account on Impact Radius. You will also be eligible for an additional one-time 'Tier Bonus' for the bonus period based on the total number of such qualified actions generated through your affiliate link and the Tier Bonus table then in effect. Sigma Beauty uses a third party, Impact Radius, to handle all affiliate tracking and payments. Your Tier Bonus will be added to your Impact Radius account at the

conclusion of this promotion and paid out via your selected payment method. Coupon Sites are not eligible to receive the additional 'Tier Bonus' for this bonus promotion.