



Thick N' Sassy Plus Size Fashion Shows & Models
Policy on Conflicts of Interest and Disclosure of Certain Interests

This conflict of interest policy is designed to help directors, partners, and team members of Thick N' Sassy identify situations that present potential conflicts of interest and to provide Thick N' Sassy with a procedure that, if observed, will allow this agreement to be treated as valid and binding even though a director, partner, agent, client or team member has or may have a conflict of interest with respect to the agreement. In the event there is an inconsistency between the requirements and the procedures prescribed herein and those in federal or state law, the law shall control. All capitalized terms are defined in Part 2 of this policy.

1. Conflict of Interest Defined.

For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

A. Outside Interests:

- I. A Contract or Transaction between Thick N' Sassy and a Responsible Person or Family Member.
- II. A Contract or Transaction between Thick N' Sassy and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.

B. Outside Activities:

- I. A Responsible Person competing with Thick N' Sassy in the rendering of services or in any other Contract or Transaction with our competitors or any other companies that provide similar services.
- II. A Responsible Person's having a Material Financial Interest in; or serving as a director, team member, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of, or consultant to; an entity or individual that competes with Thick N' Sassy in the provision of services or in any other Contract or Transaction with our competitors or any other companies that provide similar services.

C. Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment, or other favors from any individual or entity that:

- I. Does or is seeking business with, or is a competitor of Thick N' Sassy or
- II. Has received, is receiving or is seeking to receive sponsorships, a loan or grant, contract, or to secure other financial commitments from Thick N' Sassy



III. Is a charitable organization; under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of Thick N' Sassy.

2. Definitions.

A. A **Conflict of Interest** is any circumstance described in Part 1 of this Policy. A conflict of interest can arise when a team member or director has competing interests or loyalties that either are, or potentially can cause them to be at odds with each other. A conflict of interest causes a team member or director to experience a struggle between diverging interests, points of view, or allegiances.

A. A **Responsible Person** is any person serving as a team member or director of Thick N' Sassy.

B. A **Family Member** is a spouse, domestic partner, parent, child, or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.

C. A **Material Financial Interest** in an entity is a financial interest of any kind that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation. (The board may wish to establish an amount that it would consider to be a "material financial interest.")

D. A **Contract or Transaction** is any agreement or relationship involving promises to agents, press and or clients, the sale of purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship or review of a charitable organization by Thick N' Sassy. The making of a gift to Thick N' Sassy is not a Contract or Transaction.

3. Procedures.

A. Before the Director's or team can take action on a Contract or Transaction involving a Conflict of Interest, a person having a Conflict of Interest and who is in attendance at the meeting shall disclose all material facts related to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.

B. A director or team member who plans not to attend a meeting at which he or she has reason to believe that the CEO will act on a matter in which the person has a Conflict of Interest shall disclose to the CEO of the company all material facts related to the Conflict of Interest. The CEO shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.



- C. A person who has a Conflict of Interest shall not participate in or be permitted to hear the remainder of the teams discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
 - D. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, if a director or team member of Thick N' Sassy has a Conflict of Interest when he or she stands for election as a member of the company.
 - E. Responsible Persons who are not members of the team or a director of Thick N' Sassy or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of the team, shall disclose to the CEO or the CEO's designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect Thick N' Sassy's participation in such Contract or Transaction. In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the CEO or the CEO's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.
4. Confidentiality.

Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of Thick N' Sassy. Furthermore, a Responsible Person shall not disclose or use information relating to the business of Thick N' Sassy for the personal profit or advantage of the Responsible Person or a Family Member.

5. Review of Policy.
- A. Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.
 - B. Each new Responsible Person shall annually complete a disclosure from identifying any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions, or circumstance might include service as a director of or consultant to a not-for-profit organization, or ownership of a business that might provide goods or services to Thick N' Sassy. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the CEO or the CEO's designee appointed to address Conflicts of Interests, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.



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- C. This policy shall be reviewed annually by each Team member and directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.

