



## Distributor Agreement

1. I understand that as a Distributor for Kuvera (the "Company"):
  - a) I have the right to offer for sale the Company's products and services in accordance with these Terms and Conditions.
  - b) I have the right to enroll persons in the Company.
  - c) If qualified, I have the right to earn commissions pursuant to the Company's Bonus Plan.
2. I agree to present the Company's Marketing, Bonus Plan, products and services as set forth in official Company literature.
3. I agree that as a Distributor for the Company, I am an independent contractor, and not an employee, partner, legal representative, or franchisee of the Company. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF THE COMPANY FOR FEDERAL OR STATE TAX PURPOSES. The Company 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 further understand that I will be required to report my earnings according to the federal and local tax laws of my legal Distributor address/location of formation.
4. I have carefully read and agree to comply with the Company's Replicated Website and Privacy Policy, Consent to Electronic Record contained herein, Bonus Plan, and the Policies and Procedures all of which are incorporated into and made a part of these Terms and Conditions (these documents shall be collectively referred to as the "Agreement"). If I have not yet reviewed the Replicated Website and Privacy Policy, the Bonus Plan, and the Policies and Procedures at the time I sign this Agreement, I understand that they are posted at [kuveraglobal.com/documentation](http://kuveraglobal.com/documentation) and are also in my Back Office. I will review the Replicated Website and Privacy Policy, the Bonus Plan, and the Policies and Procedures within five days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures, Bonus Plan, or Replicated Website and Privacy Policy my sole recourse is to notify the company and cancel my Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures, Bonus Plan, Replicated Website and Privacy Policy. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from the Company. I understand that the Agreement may be amended at the sole discretion of the Company, and I agree to abide by all such amendments. Notification of amendments shall be posted on the Company's website OR in my Back Office. Amendments shall become effective immediately upon release and notice unless otherwise specified by the Company. The continuation of my business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments to all of the policy documentation that comprises this Agreement.
5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell the Company's products and services, nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former sales organization. In the event of cancellation, termination or nonrenewal, I waive all rights, including but not limited to property rights, to my former sales organization and to any bonuses, commissions or other remuneration derived through

the sales and other activities of my former organization. The Company reserves the right to terminate all Agreements upon 30 days' notice 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. A Distributor may cancel this Agreement at any time, and for any reason, upon written notice to the Company through the Company's support ticketing system which is access via the website and mobile app.

6. I may not assign any rights under the Agreement without the prior written consent of the Company. Any attempt to transfer or assign the Agreement without the express written consent of the Company renders the Agreement voidable at the option of the Company and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, the Company may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether the sales for such bonuses or commissions have been completed. I agree that the Company may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to the Company.
8. The Company, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release and hold harmless the Company 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 and hold harmless the Company and its affiliates from all liability arising from or relating to the promotion or operation of my business and any activities related to it (e.g., the presentation of the Company's products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify the Company and its affiliates 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 the Company, at its discretion, constitutes the entire contract between the Company 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 the Company of any breach of the Agreement must be in writing and signed by an authorized officer of the Company. Waiver by the Company of any breach of the Agreement by me 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 shall remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and the Company 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. The Company shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Member. If the parties are unsuccessful in resolving their 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 distributor 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 Utah, or state court residing in Salt Lake County, State of Utah.

## Consent to Electronic Record

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, *et seq.*), requires that you consent to entering into an electronic agreement with Kuvera, LLC (the "Company") before an online version of the Distributor Agreement is entered. **Please read the following information carefully.**

Should you enter into an online Distributor Agreement ("the Agreement"), you will not be required to submit a paper application. The entire agreement between you and the Company will be evidenced by an electronic record. To enter into the Agreement, you must additionally electronically acknowledge that you agree to the Agreement Terms and Conditions, the Replicated Website and Privacy Policy, the Bonus Plan, and the Policies and Procedures.

To access these documents and enter into the Agreement, you will need the following hardware and software: A Personal Computer ("PC") with internet access, operational Internet browser software (*e.g.*, *Mozilla Firefox*, *Google Chrome*, *Safari*, or *Internet Explorer*), and Adobe Acrobat Reader or a smartphone with the ability to install the Company mobile application via download from Apple or Google Play. Should there ever be a change in the equipment or software necessary to access the terms of the Agreement, the Company will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such event, you may withdraw your consent.

### **Your consent will apply to all transactions between you and the Company.**

As a Distributor, you will be provided with a replicated website issued by the Company as defined in your Back Office. You may withdraw your consent to the use of electronic records at any time. However, should you do so, the Agreement will be automatically terminated. To withdraw your consent (and thereby terminate the Agreement), or update any personal information, you may do so by logging into your Back Office and notifying the Company of your election to withdraw this consent or to update your personal information. Alternatively, you may notify the Company by submitting a ticket through the Company's member support site.

By entering into the Agreement, you agree that the Company may amend the same (including the Agreement Terms and Conditions, the Replicated Website and Privacy Policy, the Bonus Plan, and the Policies and Procedures) at its sole discretion at any time. Prior versions are archived by the Company. Should you wish to obtain a copy of any archived version of the Agreement Terms and Conditions, the Replicated Website and Privacy Policy, the Bonus Plan, and the Policies and Procedures, submit a ticket via the internal support



ticketing system. Your request must include your name, your Distributor number, your email address and phone number. Upon receipt of such a request, the Company will email you a copy of the version of the Agreement that you requested. Be certain to specify the date of the version that you wish to receive. The most current version of the Agreement Terms and Conditions, the Replicated Website and Privacy Policy, the Bonus Plan, and the Policies and Procedures are always available for viewing, printing and downloading through your backoffice, private member and public websites.

**Please indicate your consent to the above by clicking on the "Agree" button below. By providing your consent, you also confirm that you are able to access all the terms of the Agreement electronically.**

KUVERA, LLC (THE "COMPANY") DISTRIBUTOR APPLICATION AND AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY. THE COMPANY IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OUTLINED IN THE AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THE AGREEMENT TERMS AND CONDITIONS, THE REPLICATED WEBSITE AND PRIVACY POLICY, THE BONUS PLAN, AND THE POLICIES AND PROCEDURES, AND THE BUSINESS ENTITY REGISTRATION FORM (THE BUSINESS ENTITY REGISTRATION FORM IS ONLY APPLICABLE TO THOSE WHO ENROLL USING A BUSINESS ENTITY SUCH AS A CORPORATION, LLC, PARTNERSHIP, ETC., RATHER THAN IN THEIR INDIVIDUAL CAPACITY). IN ORDER TO COMPLETE THE APPLICATION PROCESS, YOU MUST INDICATE THAT YOU HAVE READ AND AGREE TO ABIDE BY THE TERMS CONTAINED IN THESE DOCUMENTS INCLUDING THE COMPANY'S RETURN AND REFUND POLICY BY CLICKING I AGREE BELOW.

The term of the Distributor Agreement is one year and may be renewed for successive one-year terms on each anniversary date of the Agreement. If the Agreement is not renewed on each anniversary date, it will be cancelled, and you will lose all rights as a Distributor for the Company. So that you do not inadvertently forget to renew and lose these benefits, the Company offers an optional automatic renewal program.

This Application will not be "signed" in the sense of a traditional paper document. To "sign" this Application, please check the indicated "Agree" button.