

# S O L V A S A<sup>®</sup>

## SOLVASA INDEPENDENT REPRESENTATION AGREEMENT AND POLICIES

Effective July 1, 2020

This Independent Representation Agreement and Policies sets forth the terms, conditions and policies that govern the contractual relationship between Solvasa LLC, a Delaware limited liability company (“Solvasa” or the “Company”) and the person submitting this online application and agreement (the “Connector” or “Independent Representative”). Solvasa and Connector are collectively referred to below as the “Parties” and may each be referred to as a “Party.”

### A. BECOMING A CONNECTOR

- 1. Connector Agreement.** Connector understands that this Independent Representation Agreement is subject to acceptance by Solvasa. Solvasa reserves the right to refuse to accept an Independent Representation Agreement for any reason in its sole discretion. Upon acceptance by Solvasa, these terms, conditions and policies, together with the Solvasa Compensation Plan and the Business Entity Registration Form (if applicable), which are incorporated by reference, shall constitute the entire agreement (the “Agreement”) between Solvasa and Connector. This Agreement will only become effective and binding on the date it is accepted by Solvasa (the “Effective Date”). Any capitalized terms not defined in this Agreement shall have the meanings given to them in the Glossary of Terms found at the end of this Agreement.
- 2. Solvasa Agreement.** Solvasa agrees, subject to the terms and conditions of this Agreement: (i) to fulfill purchases of products and services or any other item it may choose to sell from time to time (collectively the “Products”) by Connectors’ customers or Connectors; (ii) provide Connectors with a suite of digital business tools to assist Connector’s Solvasa business activities; (iii) provide free shipping on all Product orders over \$50 after applying all discounts and/or promo codes and exclusive of taxes and shipping charges; and (iv) provided that Connector is in compliance with all terms of this Agreement, pay Commissions and bonuses and other remuneration to Connector based on sales of Products pursuant to the Compensation Plan.
- 3. Connector Rights.** As an Independent Representative for Solvasa, Connector shall have the right to: (i) sell Products to customers in accordance with the Agreement; (ii) enroll others as Independent Representatives; and (iii) earn, if qualified, bonuses, Commissions, and other remuneration pursuant to the Compensation Plan. Connector agrees to market and promote the Solvasa business, the Products, and the Compensation Plan pursuant to the terms of the

Agreement and as set forth in official Solvasa literature. In the context of a Solvasa business, Connector acknowledges and agrees that Connector has no right, interest or contractual relationship with any other Connector including those sponsored or enrolled by Connector or in Connector's Downline organization within Solvasa.

4. **Eligibility.** Connector certifies that she or he is at least 18 years of age and a legal resident of the United States or U.S. territories and has not been convicted of a felony.
5. **Enrollment.** Connector agrees to remit a non-commissionable enrollment fee of \$45.00 for establishing Connector's business account and access to a suite of digital business resources. The enrollment fee is the only required cost to conduct business as a Solvasa Independent Representative and may be waived or included if an enrollment product package is purchased. If a Connector resides in Montana and terminates this Agreement within 15 days from the date of enrollment, the enrollment fee will be refunded. Connector must provide a valid Social Security Number in order to enroll as a Solvasa Independent Representative. Failure to provide a valid Social Security Number may result in suspension or termination of the Agreement and/or the suspension of any payments or Commissions due under the Compensation Plan until a valid Social Security Number is provided.
6. **Business Entities.** Once enrolled, Connector may apply to operate her or his Solvasa business as a business entity (i.e., a corporation, limited liability company or partnership). Connector may transfer his or her rights under this Agreement to a business entity by submitting a Business Entity Registration Form that will be reviewed and accepted by Solvasa. Owners of a business entity are jointly and severally liable for all obligations of the business entity under this Agreement.

## B. INDEPENDENT CONTRACTOR RELATIONSHIP

1. **Independent Contractor Status.** Connector acknowledges and agrees that Connector shall at all times be an independent contractor and not an employee, franchisee, representative, agent, joint venturer or consultant of Solvasa. Connector acknowledges that she or he is not entitled to any rights or benefits other than those of an independent contractor and as set forth in this Agreement. The Parties agree that Connector is not authorized to, and shall not, act on behalf of or obligate Solvasa in any way, legally or financially. At all times Connector must represent herself or himself to others as an Independent Representative of Solvasa and shall not make any representations that are deceptive or otherwise misleading regarding the nature of Connector's relationship with Solvasa.
2. **Taxes.** Connector further acknowledges and agrees that Connector shall not be treated as an employee of Solvasa for Federal or State tax purposes. Connector shall be responsible for Connector's business expenses, self-employment taxes, estimated tax liabilities, personal property taxes and other similar obligations, whether federal, state or local. Solvasa shall not pay or withhold any FICA, SDI, federal or state income tax or unemployment insurance or tax or other amounts from any Commissions or bonuses paid to Connector. Connector shall be solely responsible for payment of all taxes, withholdings and other amounts due in regard to

Connector's own employees, if any.

3. **Sales Tax.** Connector shall be solely responsible for determining, reporting and paying all sales tax, business license fees and/or any other similar taxes, fees or items required by any governing or agency or taxing authority for any Products originally purchased by Connector and resold to end user consumers. Connector shall be solely responsible for obtaining all business licenses required with regard to Connector's Solvasa business. As a convenience, Solvasa collects sales tax on behalf of Connectors for sales to their customers based on the suggested retail price of the Solvasa Products for Products purchased through the Connector's Solvasa website or through the Connector's Solvasa Studio. Sales tax collected by Solvasa is based on the sale occurring at the applicable "Ship To" address. Solvasa submits sales tax collected to the appropriate agency on behalf of each Connector. Collection and remittance of sales tax by Solvasa is provided as a convenience only and shall not create or be indicative of any relationship other than an independent contractor relationship. Connector expressly waives and releases Solvasa from any liability or claims regarding the determination, collection, remittance or reporting of sales tax. If a Connector has submitted, and Solvasa has accepted, a current sales tax exemption certificate, Solvasa will not collect sales tax on the Connector's direct purchase of Solvasa Products and it shall be the Connector's responsibility to collect and remit sales tax to the appropriate tax agency.
4. **Business Operations.** Connector is responsible for her or his own business activities, business methods, working hours and methods of sale, so long as the Connector complies with the terms of this Agreement and all applicable laws. Solvasa does not maintain or grant exclusive sales areas or territories for the benefit of the Connector. Connector acknowledges that neither this Agreement, nor any compensation, bonuses, Commissions or incentive plans or programs offered by Solvasa constitutes a franchise, statutory business opportunity, or seller assisted marketing plan. Connector further acknowledges that Solvasa has not expressly or impliedly stated or represented to Connector that Connector will earn income or that there is a market for the Products.

### C. CONNECTOR BUSINESS PRACTICES

1. **Ethical Business Practices.** Connector shall at all times, conduct her or his Solvasa business in a manner that reflects favorably at all times on the Solvasa Products and the name, goodwill, and reputation of Solvasa. Connector shall not engage in deceptive, misleading, or unethical conduct or practices that are or might be detrimental to Solvasa, the Products, other Connectors or the public. Connector shall comply with all laws, rules, regulations, and governmental requirements applicable to the operation of her/his independent Solvasa business and performance of her/his obligations under this Agreement, including the marketing, promotion, and sale of the Solvasa Products. In addition, Connector shall: (i) not publish or use any misleading or deceptive advertising material regarding Solvasa or its Products; (ii) honor the customer return/refund policy; (iii) not make any statements, representations, guarantees, or warranties regarding the Solvasa Products that are inconsistent with those set forth in Solvasa Product packaging or marketing materials (whether with regard to prices, quality, performance, standards, grades, contents, style or

model, place of origin, availability, or otherwise); (iv) distribute the Solvasa Products as shipped by Solvasa, unopened and with all documentation, packaging, and other supplemental materials intact; (v) not alter or modify any Solvasa Product or packaging, or take any action that affects or could affect the appearance, quality, content, or performance of any Solvasa Product; (vi) not place orders for the sole purpose of achieving a title, Rank, incentive, award, or bonus; (vii) not sell the Solvasa Products through any online third party marketplaces such as Amazon.com, Walmart.com, eBay or any similar sites; and (viii) not make any online postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Solvasa or any third party.

2. **Earnings Claims.** Connector shall not make any earnings claims or representations in connection with promoting Solvasa as a business or income opportunity except as specifically set forth in materials published by Solvasa. Connector acknowledges that Solvasa does not pay any compensation, bonus, or Commission for enrolling other Connectors.
3. **Use of Company Trademarks.** The name "Solvasa", "Solvasa Integrative Beauty", "DeStressance", "The Beauty Construct" and other names and logos used by Solvasa are proprietary trade names, trademarks and service marks solely and exclusively owned by Solvasa (the "Company Marks"). Solvasa grants to Connector a limited, nonexclusive, non-transferable license to use the Company Marks during the term of this Agreement provided that such use complies with the provisions of this Agreement. Connector shall not use anything confusingly similar to the Company Marks in any email address, website domain name, or social media name or address. Connector shall also not use any Company Marks or any derivatives or variations of such marks or anything confusingly similar with any pay-per-click or other search engine optimization strategy. Solvasa may revoke this license at any time if Solvasa deems, in its sole discretion, that Connector is using the Company Marks in a manner that has a negative impact on Solvasa's reputation and goodwill or is otherwise not maintaining the quality of the Company Marks.
4. **Connector Web Sites.** Solvasa will provide Connector with a personal replicated website and a virtual back office called the Solvasa Studio accessible by login through which Connector can manage transactions and various aspects of her/his Solvasa business. All Product orders placed must be processed through a Solvasa website. Connectors are not permitted to enroll other Connectors on any site other than a Solvasa site.
5. **Social Media & Digital Marketing.** Connector agrees that any social media and digital marketing assets used in promoting her or his Solvasa business shall comply with each of the following:

- Connector must conspicuously identify herself/himself as an Independent Representative in all advertising, directory listings, promotional materials, social media postings, and other forums in which she/he promotes Solvasa's Products, services and/or business.
- No Product sales or enrollments may transact on any social media site. Connector must complete all sales and enrollments in her/his Solvasa personal replicated website or personal Solvasa Studio. The sale of Products on online auction sites or third party marketplaces such as eBay and Amazon is strictly prohibited.
- It is Connector's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, Connector must abide by the site's terms of use, and all other rules of the site.
- Connector may utilize graphics and images provided by Solvasa in social media posts and as background images, but the avatar or main image may not be a Solvasa logo or image utilized by Solvasa.
- Connector may not imply exclusivity or ownership of a specific geographical area in a social media profile, post or website.

Connector may promote prices, special promotions or programs offered by Solvasa. Connector may only advertise personal specials, prices or promotions through direct one-to-one communications in person, email, direct or private message, telephone, text or direct mail.

6. **Spam Linking, Emails and Text Messages.** Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards, social media sites or forums. This includes blog spamming, blog comment spamming and/or spamdexing. Spam linking by Connectors, including posting links or redirects to social media profiles or the Solvasa website, is strictly prohibited. In addition, Solvasa does not permit Connectors to send unsolicited commercial e-mails or text messages unless such emails and text messages strictly comply with applicable laws and regulations including, without limitation, the Federal CAN-SPAM Act. Connector must ensure that any email or text advertisement or solicitation that promotes Solvasa complies with all applicable laws and regulations.
7. **Confidential Information.** Connector acknowledges that Solvasa will provide Connector with proprietary or non-public information and reports relating to Solvasa's business and marketing plans, Connector's sales activity, other Connectors, Products or customers ("Confidential Information"). Confidential Information shall include, but not be limited to, reports and compilations generated by Solvasa that are made available to Connector, contact and earnings information of other Connectors, sales information, customer information, forecasts, projections or other materials furnished or prepared by Solvasa for Connector's use. Connector acknowledges that Solvasa is the sole owner of any and all Confidential Information provided to Connector pursuant to this Agreement. In this regard, Connector shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute, license, sell, use or otherwise make known any Confidential Information to any third party or person

or entity not expressly authorized or permitted by Solvasa to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; and (iii) not directly or indirectly make any use whatsoever of the Confidential Information, except for purposes of operating Connector's Solvasa business in accordance with this Agreement. The Parties each acknowledge that the restrictions in this paragraph are reasonable efforts of Solvasa to protect and maintain the Confidential Information. The obligation of Connector regarding confidentiality shall survive for so long as Solvasa may, in its sole discretion, consider the Confidential Information to be confidential.

Connector shall not directly or indirectly utilize Confidential Information in connection with any other business or commercial venture or the marketing or promotion of another company's products or services. Similarly, Connector shall not directly or indirectly utilize Confidential Information to solicit other Connectors or customers to join another direct sales company or purchase products or services from another company.

8. **Non-Disparagement.** During the term of this Agreement, Connector agrees to refrain from making negative, disparaging, untrue or misleading statements or comments about Solvasa, its Products, the Compensation Plan, or Solvasa's officers, members, employees or other Connectors.
9. **Non-Solicitation.** During the term of this Agreement and three (3) months following the termination of this Agreement, Connector agrees to not directly or indirectly solicit or induce any Solvasa Connector to terminate or alter the Connector's business relationship with Solvasa.
10. **Right of Publicity.** Connector grants to Solvasa a revocable license to use the Connector's name, photograph, likeness, personal story, testimonial, video and/or digital footage and/or Solvasa business history or information in advertising and promotional materials and waives all claims for remuneration for such use. The Connector waives any right to inspect or approve the same prior to publication by Solvasa. Connector may cancel this authorization by delivering written notice of revocation to Solvasa.
11. **Change of Sponsoring Connector.** The only means by which a Connector may change her/his sponsoring Connector (the Sponsor selected upon enrollment or the upline of the selected Sponsor in the event of termination of a sponsoring Connector) is by voluntarily terminating the Agreement and remaining inactive as a Connector for six (6) calendar months. The Connector will lose all rights to her/his former Downline upon termination. Following the six-calendar month period of inactivity, the former Connector may reenroll under a new Sponsor. Connectors may not entice other Connectors to leave their current line of sponsorship and join under a new Sponsor. Connectors may not enroll or attempt to enroll as a Connector any former Connector who was enrolled in a different Downline prior to expiration of the six-

month inactive period.

In the event a Connector improperly changes her/his Sponsor, Solvasa reserves the sole and exclusive right to determine the final disposition of the Downline organization that was developed by the Connector in her/his second line of sponsorship. CONNECTORS WAIVE ALL CLAIMS AGAINST SOLVASA, ITS OFFICERS, DIRECTORS, MEMBERS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM SOLVASA'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A CONNECTOR WHO HAS IMPROPERLY CHANGED HER/HIS SPONSOR.

## 12. Sponsor Reassignment Exceptions

- Release of Team - A Sponsor may release her/his team at any time for any reason. In order to do so, the Sponsor should email [connectorsupport@solvasabeauty.com](mailto:connectorsupport@solvasabeauty.com) with a letter of release. Solvasa will decide whether the team reassignment will be effective immediately or on the 1st of the following month. Each individual team member will compress up to the next qualified Connector.
- Corporate Assignments - In the case when a Connector signs up directly on the Company website and is subsequently placed with a Sponsor by the Company, and the new Connector after being assigned feels that she/he is not compatible or comfortable with the assigned Sponsor, the new Connector may request reassignment by emailing [connectorsupport@solvasabeauty.com](mailto:connectorsupport@solvasabeauty.com) within thirty (30) days of the original assignment. The Connector requesting a Sponsor change may not select a new Sponsor. The Company will assign a new Sponsor based on those qualified to receive leads.

**13. Compression.** Compression can occur when a Connector who has sponsored a team has lost their Connector status for any reason. At the time the Connector leaves, all Connectors she/he has sponsored will be compressed to the next Connector. Once compressed, the new Sponsor can earn all bonuses that the terminating Connector would have been eligible to earn. Compression is usually immediate, however Solvasa has the right to review any compression for up to thirty days prior to making any changes.

**14. Sale Receipts.** Connector is encouraged to transact all business only through the Company's eCommerce platform including through Connector's personal replicated website and/or Solvasa Studio. In the event Connector purchases inventory for resale, Connector must provide Retail Customers and/or VIP Members that purchase merchandise directly/in person from Connector with an official Solvasa sales receipt at the time of the sale and advise them of the 3 business day right to rescind the transaction, which is set forth on the receipt [the rescission right is 5 business days for residents of Alaska, 15 days for residents of North Dakota over the age of 65]. Connector must maintain all such retail sales receipts for a period of two years and furnish them to Solvasa upon request. Connectors who place orders for their Retail Customers or VIP Members through the Connector's Solvasa Studio or the Solvasa website do not need to provide a sales receipt as the receipt will automatically be sent by

Solvasa at the time the order is placed.

15. **Adjustments to Commissions.** When a Product is returned by a customer for a refund or a chargeback occurs, the Commissions and overrides earned as a result of the corresponding sale will be deducted from the Connector and upline lineage. In addition, any points, volume, or metric used to calculate eligibility or payout of Commissions, bonuses, incentives, or promotions will be adjusted.
16. **Deadlines.** Month-end closing dates and published contest deadlines are firm and no exceptions are granted in the regular course of business. Solvasa may, however, extend deadlines at its sole discretion in the event of extenuating circumstances such as a natural disaster.
17. **Customer Returns.** Solvasa offers a generous return/refund policy for Retail Customers, VIP Members and Connectors who purchase Products for personal use. Connector must fully comply with the return and refund policy. If a Connector, in the sole discretion of Solvasa, abuses the return/refund policy, Solvasa reserves the right to terminate this Agreement and/or refuse to accept any further returns from Connector. In this regard, if Connector returns customer merchandise for refunds totaling more than \$1,000 in any 12-month period, and/or Solvasa reasonably believes that Connector is engaging in abusive return practices and/or manipulating the Compensation Plan, then Solvasa reserves the right to treat the refund request(s) as Connector's voluntary termination of the Agreement and/or not to honor the refund request. Solvasa reserves the right to refuse returns and exchanges on Products that it reasonably suspects were purchased through unauthorized sellers or methods.
18. **Sales in Authorized Countries Only.** Connector may only operate a Solvasa business or engage in Solvasa business activities in countries in which Solvasa is authorized to conduct business. Due to legal and tax considerations, Solvasa Products purchased in the United States cannot be delivered or sold in any foreign country for the purpose of resale.
19. **No Inventory Requirements.** Connector is neither required to purchase nor required to carry any amount of inventory of Products. Solvasa encourages Connectors to direct their customers to place orders through the Connector's personal replicated website or to place orders for their customers directly through the Connector's personal Solvasa Studio. Connector's will receive full credit for all such sales, without the need to carry any inventory at all. Connector's may, at their option, purchase Solvasa Products for personal consumption. If Connector purchases Products for resale to customers, Connector must retain receipts showing that at least 70% of those Products were resold within 30 days of the Product order date. Connector shall furnish copies of sales receipts upon request by Solvasa. Falsely representing the resale of Solvasa Products shall be grounds for termination.
20. **Bonus Buying Prohibited.** Solvasa prohibits bonus buying and strictly prohibits the purchase of Products in unreasonable amounts (stockpiling) and prohibits the purchase of Products

only or primarily to qualify or earn compensation or to achieve a specific Rank. Bonus buying is any mechanism or artifice to qualify for Rank advancement, incentives, prizes, Commissions or bonuses that is not driven by bona fide Product or service purchases by end user consumers and includes, but is not limited to:

- Purchasing Products through a nonexistent person or business entity or other artifice;
- The enrollment of individuals or business entities without their knowledge of and/or execution of an Independent Representation Agreement and Policies by such individuals or business entities;
- The fraudulent enrollment of an individual or entity as a Connector or customer;
- The purchasing of Products, services or other items on behalf of another Connector or customer or under another Connector or customer's I.D. number for the sole purpose of qualifying for Commissions or bonuses; or
- Unauthorized use of a credit card by a Connector when the Connector is not the account holder of such credit card.

**21. Limitation on Personal Purchases.** To discourage bonus buying or manipulation of the Compensation Plan, Connector is not permitted to place orders for personal consumption or use exceeding \$500 in any 30-day period unless an exception is sanctioned by the Company in advance and in writing. Solvasa may revoke a Rank advancement if it was earned in violation of this policy.

**22. One Account Per Connector.** A Connector may hold only a single account under a single sponsoring Connector. A Connector may not be a party to more than one Independent Representation Agreement or hold, directly or indirectly, any interest in another Solvasa business, including through a spouse or domestic partner.

**23. Business Distribution.** Solvasa is not able to divide Commissions among multiple parties, nor is it able to divide a Downline organization. Therefore, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. Solvasa will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. In the event that a Connector operating as a business entity dissolves, the owners of the business entity must instruct Solvasa in writing on the identity of the proper party who is to receive the business. The business must be awarded to a single individual or entity that was previously recognized by Solvasa as an owner of the business entity. Solvasa reserves the right to approve or reject any transfer of a business entity.

**24. Security of Customer Data and Confidential Information.** Connector must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of Confidential Information and customer data. Appropriate safeguards for electronic and paper records may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records

in a secure location; (iii) password-protecting computer files or locking up physical files containing Confidential Information and (iv) shredding or irretrievably deleting Confidential Information and customer data. Connector must comply with all applicable privacy and data security laws, including security breach notification laws. In the event of an actual or suspected security breach affecting Confidential Information or customer data, Connector shall promptly notify the affected customers and Solvasa in writing after becoming aware of such security breach and specify the extent to which Confidential Information or customer data was disclosed or compromised and shall promptly comply with all applicable security breach disclosure laws. Connector, at her or his expense, shall cooperate with Solvasa and affected customers and use their best efforts to mitigate any potential damage caused by a security breach, including by sending notice to the affected individuals, state agencies, and consumer reporting agencies, if such notification is required by law.

#### D. TERM AND TERMINATION

1. **Term.** The term of this Agreement is one year from the date of its acceptance by Solvasa. This Agreement shall automatically renew for successive one-year terms unless either party notifies the other that it does not wish to renew the Agreement. Failure to pay, if required, the annual account maintenance fee of \$25 within 30 days of the end of the month that is the anniversary month of Connector's enrollment shall be considered notification by Connector that she/he does not wish to renew the Agreement and the Connector's account shall be converted to a Retail Customer account. If Solvasa elects not to renew the Agreement, it shall provide Connector with written notification of such election at least thirty (30) calendar days prior to the renewal date.

**Effective on January 1, 2021:** In the event Connector does not: (a) earn any Commissions or Retail Profit for six (6) consecutive Commissions Periods; or (b) achieve the status of Advanced Connector at least once in six (6) consecutive Commissions Periods, this Agreement will be terminated by Solvasa and Connector will be converted to a new VIP Member under the VIP Terms and Conditions with no VIP enrollment fee. **In the event Connector is converted to a VIP, by entering into this Agreement, Connector accepts the VIP Terms and Conditions in effect at the time of conversion and authorizes Solvasa to charge the monthly Solvasa Life Mindfulness app subscription fee of \$4.95 to the credit card on file with Solvasa after the VIP 90-day free trial period ends if, as a VIP: (i) Connector has not made another purchase from Solvasa within the 90 day trial period and (ii) Connector has not cancelled the subscription before the next subscription charge date. Please note, the requirements of this provision are waived through December 31, 2020 and take effect on January 1, 2021.**

2. **Termination by Company.** Notwithstanding any other provision in this Agreement, upon any breach or alleged breach by Connector of this Agreement, Solvasa reserves the right, in addition to any available legal or equitable right or remedy, to terminate this Agreement upon written notice to Connector. Solvasa additionally reserves the right to terminate this Agreement upon thirty (30) days' notice to Connector in the event that Solvasa elects to: (a)

cease business operations; (b) dissolve as a business entity; or (c) terminate the distribution of its Products via a direct selling channel. Solvasa also reserves the right to terminate this Agreement if Connector fails to meet minimum activity or sales requirements set forth in the Compensation Plan.

3. **Termination by Connector.** Connector has the right to terminate this Agreement at any time for any reason. Notice of Termination shall be submitted electronically or in writing to Solvasa's corporate office.
4. **Effect of Termination.** If this Agreement is terminated for any reason, Connector shall not be eligible to purchase Products from Solvasa at wholesale prices or make sales on behalf of Solvasa, enroll other Connectors, hold herself or himself out to the public as a Solvasa Connector, utilize any Confidential Information or otherwise use any of the Company Marks. In the event of termination or non-renewal of this Agreement, all rights of Connector, if any, to any bonuses, Commissions, or other compensation, whether or not related the productivity or sales activities of any other Connector, or otherwise, shall terminate. Connector shall have no rights, contractual or otherwise, to his or her Downline organization, which shall compress up to the next Connector.
5. **Return of Unused Products by Terminating Connector.** Solvasa prohibits bonus buying, the purchase of Products in unreasonable amounts (stockpiling), and the purchase of Products only or primarily to qualify or earn compensation or to achieve a specific Rank. In addition, Solvasa does not encourage Connectors to buy Products in bulk and encourages all Products to be purchased by directly by end user customers through Connector's personal replicated website or on behalf of customers through a Connector's Solvasa Studio. However, if upon any termination of this Agreement, Connector has unused and unsold Products, Connector may return those Products that the Connector purchased from Solvasa within the 12-month period preceding the date of termination for a refund in accordance with this Section. [12-month requirement not applicable to residents of Maryland, Wyoming, Massachusetts and Puerto Rico]. Connector may only return Products that are current and in resalable condition. "Current and Resalable Condition" means any Product being offered for sale by Solvasa on the date it receives the Product from the terminating Connector, the items are returned in original packaging with Product tags, and the items have not been not altered or damaged. After Solvasa's receipt of the Products, Solvasa will refund 90% of the original purchase price, less shipping charges. The refund will be credited back to the same method of payment used by Connector for the original order. Any returned Products that Solvasa determines are not in resalable condition will be shipped back to Connector at Connector's expense.

## E. POLICIES AND PROCEDURES

1. **Policies and Procedures.** Solvasa Policies & Procedures are set in place for the benefit and protection of our Connectors and their customers, our Company and the extended community of consumers and direct sellers who collectively represent a significant component of the retail marketplace in the U.S. and around the world. Solvasa strives to

treat Connectors fairly and to provide an environment in which Connectors have the opportunity to pursue a business that is a meritocracy with minimal out-of-pocket costs.

2. **Solvasa Connector ID Number.** Upon joining Solvasa, each Connector is assigned an individualized ID Number. This number is used to identify the Connector and should be submitted on all correspondence with Solvasa. A Connector may only have ONE open account (Connector ID number). ID numbers are maintained with the Connector Name, Address, Birth Date, and Social Security Number. Solvasa reserves the right to terminate any or all duplicated Agreements upon discovery. The most current Agreement(s) will be terminated. A Connector may only be a party to ONE Independent Representation Agreement and therefore cannot hold a second Agreement with Solvasa in another country. Should a Connector's account become idle and the Connector decides to re-join Solvasa, their reactivated account will use the same validating information used in the original Solvasa Independent Representation Agreement.
3. **General Conduct.** Connector shall safeguard and promote the good reputation of Solvasa and its Products, and must avoid all illegal, deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. Connector shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this policy, and the following list is not a limitation on the standards of conduct to which Connector must adhere pursuant to this policy, the following standards specifically apply to Connectors' activities:
  - Deceptive conduct is always prohibited. Connector must ensure that her/his statements are truthful, fair, accurate, and are not misleading;
  - If a Connector's Solvasa business is cancelled for any reason, the Connector must discontinue using the Solvasa name, and all other Solvasa intellectual property, and all derivatives of such intellectual property, in postings on all social media, Solvasa websites, or other online or offline promotional material except that a former Connector shall have the same rights as valued customers or consumers to provide recommendations or reference Products; and
  - Connector may not represent or imply that any state or federal government official, agency, or body has approved or endorses Solvasa its program, or Products.

Connector must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in the course of their business or their personal lives that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the field sales force.

4. **Connector Web Sites and Mobile Applications.** Official Solvasa supplied replicated websites, a Connector's Solvasa Studio and Solvasa supplied mobile applications (if applicable) are the only online forums through which Solvasa Products may be sold and new Solvasa Connector or VIP member enrollments may be transacted. Prohibited online forums

include, but are not limited to, online marketplaces, online auction sites, online classified listings websites, and social media accounts. Connector may, at her/his own discretion and cost, create her/his own websites or mobile applications to promote her/his personal businesses or Solvasa's Products provided that collection of any sensitive information or transaction of Solvasa business is linked to and conducted on Solvasa's secure servers and Company commerce platforms. Notwithstanding the foregoing, Solvasa encourages Connector to use and promote the Company supplied replicated websites and Company supplied mobile applications (if applicable) as the primary web resource for communications and business transactions.

- 5. Connector Created Sales Tools.** Connector may create her or his own sales aids, presentations, advertising and promotional materials ("Sales Tools"). To ensure that Sales Tools are not deceptive and contain only substantiated claims, all Sales Tools must contain only those Product descriptions and income claims published by Solvasa, clearly identify they were created by an Independent Representative and identify the Connector. Connector shall not sell or attempt to sell such Sales Tools. Any sale or attempt to sell Sales Tools to another Connector will result in the termination of the offending Connector's Solvasa business. A Connector may seek written approval from Solvasa to produce and publish Sales Tools created by the Connector and make them available to other Connectors free of charge. Approved Sales Tools will be posted in the Marketing Library section of Connectors' Solvasa Studios and will be available for all Connectors' use free of charge. **A Connector who has created an approved Sales Tool grants Solvasa and other Independent Representatives an irrevocable and royalty-free license to use the Sales Tools for Solvasa business purposes, and waives all claims, including but not limited to intellectual property rights claims, and/or claims for remuneration against Solvasa, its officers, directors, members, owners, agents, and other Independent Representatives for the posting and/or use of the Sales Tools.**

In addition, Solvasa may create Sales Tools that are available for purchase by Connectors.

- 6. Sales Outlets.** To support the Company's direct selling distribution channel and to protect the independent contractor relationship, Connector agrees that she/he will not sell Solvasa Products in any retail, wholesale, warehouse, or discount establishment, or any online auction, marketplace or buy-sell site (including but not limited to Amazon marketplace, eBay and craigslist) without prior written approval from Solvasa. Notwithstanding the foregoing, Connector may display and sell Solvasa Products at professional tradeshows.
- 7. Service Related Establishments.** Connector may promote and sell Solvasa Products in service-related establishments provided that the Products are not displayed in store fronts or other areas that are generally visible to the public without entering the establishment. A service-related establishment is one whose primary revenue is earned by providing personal service rather than by selling products. Such establishments include hair salons, nail salons, esthetician salons, and spas; doctor offices, dentist offices and other health professionals offices; health clubs or fitness centers; and any other business where customer use of the establishment is controlled by membership or appointment. Solvasa reserves the right to

make the final determination as to whether an establishment is service- related or is a proper place for the sale of its Products.

8. **Product Claims.** Connector must not make claims, including but not limited to testimonials, about Solvasa's Products or services that are not contained in official Solvasa literature or posted on Solvasa's official website. Under no circumstances shall any Connector state or imply that any Solvasa Product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.
9. **Income Claims.** When presenting or discussing the Solvasa opportunity or Compensation Plan to a prospective Connector, Connector may not make income projections, income claims, income testimonials, or disclose their Solvasa income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other Solvasa Connector. Nor may Connector make "lifestyle" income claims. A "lifestyle" income claim is a statement or depiction that infers or states that the Connector can enjoy a luxurious or successful lifestyle due to the income they earn from their Solvasa business. Examples of prohibited lifestyle claims include, but are not limited to, representations (either through audio or visual medium) that a Connector was able to quit her/his job, acquire expensive or luxury material possessions, or travel to exotic or expensive destinations.
10. **Compensation Plan and Program Claims.** When presenting or discussing the Solvasa Compensation Plan, Connector must make it clear to prospects that financial success in Solvasa requires commitment, effort, and sales skill. Conversely, Connector must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:
  - It's a turnkey system.
  - The system will do the work for you.
  - Just get in and your Downline will build through spillover.
  - Just join and I'll build your Downline for you.
  - The Company does all the work for you.
  - You don't have to sell anything.
  - All you have to do is buy your Products every month.

The above are just examples of improper representations about the Compensation Plan and the Company's program. It is important that Connector does not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Connector without commitment, effort, and sales skill.

11. **Conflicts of Interest.** If a Connector is engaged in another direct selling program or business, it is the responsibility of the Connector to ensure that her/his Solvasa business is operated

entirely separate and apart from all other businesses and/or direct selling programs. To this end, the Connector must not:

- Display Solvasa promotional materials, sales aids, or Products with or in the same location as, any non-Solvasa promotional material or sales aids, products or services. (Except for Solvasa-branded group or business pages used to promote Solvasa Products or opportunity, Connector's social media accounts are exempt from this policy.)
- Offer the Solvasa opportunity, Products or services to prospective or existing customers or Connectors in conjunction with any non-Solvasa program, opportunity or products. (Except for Solvasa -branded group or business pages used to promote Solvasa Products or opportunity, Connector's social media accounts are exempt from this policy.)
- Offer, discuss, or display any non-Solvasa opportunity, products, services or opportunity at any Solvasa-related home party, meeting, seminar, convention, webinar, teleconference, or other function.

**12. Limitations on Connector and Household Businesses.** There may be no more than two Solvasa businesses per household. A "household" is defined as spouses or couples, and dependent children of one or both spouses or couples, living in the same home of the spouses or member of the couple, as well as dependent children of either spouse or member of the couple, while attending school away from home.

**13. Actions of Household Members.** If a household family member of a Connector engages in conduct that would be a violation of the Agreement, the conduct of the household family member may be imputed to the Connector.

**14. Tampering with Product Packaging.** Solvasa Products must be sold in their original packaging; Connector shall not alter the original packaging or labeling.

**15. Adjustment to Bonuses and Commissions.** Compensation stemming from Product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to Product sales have all expired. If a Product is returned to Solvasa for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased Product(s) will be recovered by the Company. Unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs, and continuing every pay period thereafter until the Commission is recovered, from the upline Connectors who received bonuses and Commissions on the sales of the refunded Products. Solvasa reserves the right to withhold from, or reduce, any Connector's compensation as it deems necessary to recover unearned compensation as described above or as necessary to comply with any garnishment or court order directing Solvasa to retain, hold, or redirect such compensation to a third party.

**16. Satisfaction Promise.** Solvasa offers a money back promise on Products purchased by Retail Customers, VIP Members and Connectors (with the exclusion of Connector Product packs

purchased at the start of a Solvasa business) returned within 60 days from the date of sale. Products shipped directly to the customer by the Company must be returned to the Company and a refund will be issued to the customer by the Company. Products delivered to a Retail Customer or VIP Member by a Connector must be returned to the selling Connector, and it shall be the responsibility of the Connector to issue the refund to her/his customer. This Product satisfaction promise does not apply to Products damaged by abuse or misuse, and shipping costs are not refundable. Connector shall disclose the terms of the satisfaction promise to her/his customers at the time of sale and shall also point out this satisfaction promise information on the Solvasa website. Products (excluding sales tools) purchased by a Connector for personal use are honored in the same way as a Retail Customer or VIP Member purchase.

- 17. Disciplinary Sanctions.** Violation of the Agreement, including these Policies, or any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Connector that the Solvasa reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of the Connector's Solvasa business, and/or any other disciplinary measure that Solvasa deems appropriate to address the misconduct. In situations deemed appropriate by Solvasa, Solvasa may institute legal proceedings for monetary and/or equitable relief.
- 18. Re-Enrollment and Reinstatement of Downline Following Termination.** If an Independent Representation Agreement is terminated for reasons other than the breach or violation of the Agreement, the terminated Connector may re-enroll as a Connector under her/his original Sponsor at any time. If the cancelled Connector re-enrolls under her/his original Sponsor within three (3) months of the cancellation date, she/he will be re-enrolled with her/his original Downline organization intact under her/him. If the cancelled Connector waits more than three (3) months to re-enroll (under her/his original Sponsor), the re-enrolled Connector's former Downline will not be reinstated under her/him. If a Connector's Solvasa business was canceled for inactivity, they may request to be reactivated by emailing Connector Support to request reactivation. If approved, she/he will be re-activated with her/his original Downline organization intact under her/him according to the rules set forth in the Roll-Up policy. After six (6) months, the deactivated Connector must re-enroll as a new Connector.
- 19. Transfer Upon a Connector's Death.** A Connector may leave her/his business to her/his heirs. Because Solvasa cannot divide Commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.), and Solvasa will transfer the business and issue Commissions to the business entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide Solvasa with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a Solvasa Independent Representative Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled.

- 20. Reporting Errors.** If a Connector believes that Solvasa has made an error in her/his compensation, the structure or organization of her/his genealogy, or any other error that impacts the Connector's income, she/he must report it to the Company in writing within 60 days from the date on which the mistake occurred. While Solvasa shall use its best efforts to correct errors reported more than 60 days after the date of the error, Solvasa shall not be responsible to make changes or remunerate Connectors for losses for mistakes that are reported more than 60 days after the mistake occurs.
- 21. International Activities.** Connectors may not sell Solvasa Products or conduct business activities of any nature in any foreign country that the Company has not announced is officially open for business.
- 22. Out of Stock Items.** Solvasa works very hard to prevent out-of-stock Products. Because we purchase supplies from dozens of professional vendors, having backorders is virtually unavoidable. Should an out of stock/backorder occur, information will be provided to Connectors either on the invoice or on a separate drop note included in the package explaining which of the following actions will be taken when an out-of-stock situation makes a Product temporarily unavailable:
- Temporarily Out-of-Stock – Back-ordered Products will be indicated on the invoice and will be shipped once the Product becomes available.
  - Permanently Out-of-Stock - A substitute Product may be offered when the Connector places an order. Customer may select this Product or wait for the next availability of the original Product choice. If the order has been processed, a credit for the Product may be issued to the account or a substitution of equal or greater value may be sent.

Please note that out-of-stock Products may reduce the retail value of an order, which can affect sales volume, awards, recognition, etc.

## F. SOLVASA CONNECTOR CODE OF CONDUCT

- 1. Leadership Support.** One of the key elements of a successful Connector's business is the ability to build a team. Building a team empowers a Connector to lead by example and coach other Connectors on skill sets and experience acquired in operating the business. Solvasa encourages team building; we believe in the Connected Collective and that life is better together. One of the many benefits of building a team is earning team Commissions for the time and effort spent on coaching each of the Connectors to success in her/his own business.

A Connector has the ability to sponsor other Solvasa Connectors. A Sponsor should provide adequate training and consistent communication to any Connectors sponsored by the Connector. Sponsorship, team mentoring and leadership are critical to the success of every Connector. As such, sponsoring Connectors are strongly encouraged to educate, train and motivate the Connectors in a Sponsor's Downline. This training includes, but is not limited to, Product knowledge, selling, sponsoring, customer service, ethical behavior, the Compensation Plan and compliance with the Solvasa Independent Representation

Agreement and Policies.

2. **Sponsoring Conflicts.** When more than one Connector is working with the same prospective Connector lead, the potential lead will generally be enrolled by the original Connector who presented the business opportunity in conversation, as a matter of courtesy, not policy. The potential Connector will always determine who she/he would like as a Sponsor. Solvasa recognizes the Sponsor as the name shown on the first Agreement received into Solvasa.

A new Connector submitting an online Agreement with incorrect Sponsor information will have 3-business days to clarify Sponsor name and intent. After 3 business days, the Sponsor on the Agreement will stand. If a new Agreement is received without a Sponsor name or signs up under "Corporate", Solvasa will contact the new Connector to determine who, if anyone, provided the introduction to Solvasa or otherwise worked with the new Connector prior to enrollment. If no Sponsor is identified, Solvasa will remain the Sponsor and assign a Sponsor based on proximity and title.

A Connector should always ask prospective Connectors at the beginning of first contact if they have already been speaking with another Solvasa Connector. In the case where the prospective Connector has spoken with another, all Connectors are encouraged to please remain professional and showcase the Solvasa culture of support by answering any quick questions the prospective Connector may have, but then always refer the prospective Connector back to that original Connector.

### 3. Respect Intellectual Property Rights

- Connector may not use the name, likeness, photo, logo, training resources or any other property of another Connector, celebrity, company, organization or any other person or entity without said party's approval or consent. Acknowledgement of original author is required.
- All music, videos, images or other content, whether found on the Internet or otherwise, must be properly licensed before Connector can use them in communications.
- Solvasa Products may not be resold on any website outside of Solvasa owned and operated sites and/or via person to person transactions.
- Any use of the Solvasa name or brand assets in support of any personal endeavors, including in books or other writings, requires the advance permission of Solvasa. It is expected that all Connectors will avoid any potential negative impact on Solvasa from any public personal endeavors.

4. **Press.** Solvasa is the primary contact for all press and media relating to Solvasa Products, programs or business. All Connectors wishing to contact any members of the media for any reason should contact Connector Support first. Press includes any and all media including network television, newspapers, radio and all Internet media such as blogs, syndicated columns, broadcast shows and wire services. Any questions and press or media inquiries

must be directed to [connectorsupport@solvasabeauty.com](mailto:connectorsupport@solvasabeauty.com).

- 5. Media.** Any television, cable TV, radio, Internet, newspaper, newsletter and magazine interviews, features and paid advertisements must be initiated by the Company. Connector may not initiate, authorize or implement national or regional media publicity without the prior written permission of Solvasa. Solvasa maintains relationships with national and regional media and outreach should be a joint effort. All Connectors, however, are encouraged to initiate/implement local media interviews but must contact Solvasa at [connectorsupport@solvasabeauty.com](mailto:connectorsupport@solvasabeauty.com) for prior approval and assistance.

All interviews with the media must be handled through Solvasa. Whether the media outlet pursues the Connector or vice versa, the Connector must inform Solvasa before the interview is conducted (no exceptions). Please contact Solvasa immediately and refer the reporter/writer to the public Solvasa website for contact information.

As with advertising, Connector may only personally approach local media when submitting a press release or story pitch. Copy must be approved through Solvasa prior to sending it. Connector may submit copy for approval to [connectorsupport@solvasabeauty.com](mailto:connectorsupport@solvasabeauty.com). Please allow up to two weeks for approval. Solvasa requires Connectors to list the Solvasa web address in addition to any personal contact information. Solvasa must approve proposals for regional or national media promotions in writing in advance.

## G. MISCELLANEOUS

- 1. Amendments.** Solvasa may, at its sole discretion, amend this Agreement, or discontinue certain compensation, bonus Commissions or Products. This Agreement, including the Compensation Plan, may be amended at the sole discretion of Solvasa. Notification of amendments shall be sent to Connector by email and posted in Connector's Solvasa Studio. Amendments shall become effective thirty (30) days after notification to Connector, but amended policies shall not apply retroactively to conduct or Product sales that occurred prior to the effective date of the amendment. The continuation of a Connector's Solvasa business after the effective date of any amendment shall constitute Connector's acceptance of such amendment. Solvasa may also require Connector to accept and agree to any amendments.
- 2. Limitation of Liability.** The Parties agree that neither Party shall be shall be liable for, and the Parties agree to release, defend, and hold harmless the other Party from, all claims for special, indirect, incidental, punitive, consequential or exemplary damages of any kind or nature for any claim or cause of action relating to or arising from the Agreement.
- 3. Indemnity.** Connector agrees to indemnify and hold Solvasa, its directors, officers, members, managers and employees harmless from and against all claims, damages or liabilities (including attorney's fees) arising from or relating to: (a) Connector's promotion or operation of her/his Solvasa business; (b) any negligent, reckless or intentionally wrongful act of Connector or any person acting on Connector's behalf; (c) any breach by Connector of any term of this Agreement; and (d) any claim alleging that Connector has violated or infringed

upon any rights of third-parties, including but not limited to privacy rights or intellectual property rights.

4. **Waiver.** No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute a waiver of any other provision. Any waiver must be in writing and signed by the Party making the waiver.
5. **Severability.** If any provision of this Agreement shall, for any reason, be held unenforceable, such provision shall be severed from this Agreement, and such severed provision shall be reformed only to the extent necessary to make it enforceable. The invalidity of such severed provision, however, shall not affect the enforceability of any other provision of this Agreement and the remaining provisions shall remain in full force and effect.
6. **No Assignment.** Connector may not assign this Agreement or any rights arising from this Agreement without the prior written consent of Solvasa. Any attempt to transfer or assign the Agreement or any rights under the Agreement without the express written consent of Solvasa shall render the Agreement void and such transfer or assignment shall be null and void.
7. **Indebtedness.** Connector agrees that Solvasa may deduct, withhold, set-off, or charge to any form of payment Connector has previously authorized, any amounts that Connector owes or is indebted to Solvasa.
8. **Warranty, Disclaimer.** Solvasa warrants to Connector that the Products as and when delivered by Solvasa shall be free from material defects. Solvasa's sole obligation to Connector and Connector's sole and exclusive remedy for a breach of this warranty shall be to return any defective Solvasa Product and receive a replacement or credit as described in the Solvasa return policy. To the maximum extent permitted by law, Solvasa disclaims all other warranties with respect to Solvasa Products, the Solvasa direct sales program, the Solvasa Compensation Plan and any other subject matter of this Agreement, including any warranties of merchantability, fitness for a particular purpose, title, non-infringement or accuracy.
9. **Remedial Actions.** Solvasa reserves the right to take remedial action as necessary to enforce the terms of this Agreement and ensure compliant conduct by Connectors. Any breach of this Agreement or any illegal, fraudulent, deceptive or unethical business conduct by Connector may result, in Solvasa's discretion, in one or more of the following: (i) a written warning; (ii) requirement that Connector take immediate corrective measures; (iii) loss of rights to purchase Solvasa Products at discount prices or receive future Commissions and bonuses; (iv) suspension of Connector's right to engage in Solvasa business; (v) termination of this Agreement; or (vi) any other measure or action that Solvasa, in its sole discretion, determines to be appropriate.

## H. GOVERNING LAW AND DISPUTE RESOLUTION

1. **Choice of Law.** This Agreement, including any procedural or substantive rights in any

arbitration, shall be governed by and construed in accordance with the laws of the State of California without giving effect to principles of conflicts of laws. The Federal Arbitration Act shall otherwise govern all matters relating to arbitration.

2. **Negotiation and Mediation.** In the event of a dispute, claim or controversy arising from or relating to this Agreement, the Parties agree to try to resolve such dispute informally. In this regard, the aggrieved Party shall send a "Notice of Dispute" to the other Party which contains a brief statement setting forth the facts giving rise to the disputed matter and the relief requested by the aggrieved Party. The Parties agree to use reasonable, good faith efforts to settle any dispute through consultation and good faith negotiations within thirty (30) days following delivery of the Notice of Dispute. If the dispute cannot be resolved through negotiation, the Parties agree to submit the dispute to non-binding mediation with a mediator mutually agreeable to the Parties. If the Parties are unable to agree on a mediator, the Parties agree that the American Arbitration Association shall designate a mediator. Unless the Parties agree otherwise, including to conduct the mediation telephonically, the mediation shall take place in San Francisco, California within six (6) months following delivery of the Notice of Dispute. Connector and Solvasa agree that the dispute resolution procedure set forth in this paragraph is a condition precedent which must be satisfied before initiating any arbitration against the other Party.

3. **AGREEMENT TO ARBITRATE.** THE PARTIES MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THIS AGREEMENT, THE COMPENSATION PLAN OR THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT WHICH CANNOT BE RESOLVED BY NEGOTIATION OR MEDIATION SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION BEFORE A SINGLE ARBITRATOR PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"). The Commercial Rules of the AAA are available at [www.adr.org](http://www.adr.org). BY AGREEING TO ARBITRATE, THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY.

- a. In the event the AAA is unwilling or unable to hear the dispute, the Parties shall agree to, or an appropriate court shall select, another arbitration provider. Unless otherwise agreed upon by the Parties, any arbitration hearing shall take place in San Francisco, California, although either Party may elect to participate in the arbitration by telephone. The Party filing the Demand for Arbitration shall be responsible for the initial filing fees and costs charged by AAA and the respondent shall be responsible for payment of filing fees for any Cross-Complaint or Counterclaim. The Parties shall share equally the costs of case management fees, arbitrator fees or other fees charged by AAA other than the filing fees referenced above. The Parties shall bear their own costs for attorney's fees, court reporter fees, transcript fees and other litigation costs.
- b. Although this agreement to arbitrate is made and entered into between Connector and Solvasa, Solvasa's affiliates, owners, members, managers, and employees ("Related Parties") are intended third party beneficiaries of the Agreement, including this agreement to arbitrate.

- c. This agreement to arbitrate shall survive the termination of this Agreement. Any issues related to the arbitrability of any claim, or the scope, validity or enforceability of this agreement to arbitrate shall be determined by the arbitrator. If either Party wishes to initiate arbitration, the initiating Party must notify the other Party in writing via certified mail, return receipt requested, or hand delivery via courier. The Demand for Arbitration must include a statement of the legal and factual basis of the claim(s) to be arbitrated. The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure and the parties shall be permitted to bring motions under FRCP Rules 12 and 56. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a final judgment in a court of competent jurisdiction. The arbitrator shall have no authority to hear or preside over any joint, collective or private attorney arbitration.
4. **Class Action Waiver.** Connector agrees that by entering into the above agreement to arbitrate Connector is waiving Connector's right to have any dispute or claim brought, heard or arbitrated as a class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, or any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. The Parties agree that an arbitrator shall not have any authority to hear or arbitrate any class or collective action. The Parties agree that any claim that all or part of this class action waiver is unenforceable shall be determined by a state or federal court located in San Francisco, California and not by an arbitrator.
5. Notwithstanding the Parties' agreement to arbitrate, either Party may bring an action in a state or federal court located in San Francisco, California to obtain a restraining order, temporary or permanent injunction, or other equitable relief that may not otherwise be available to either Party in arbitration. Failure by a Party to pursue negotiation and mediation pursuant to this Agreement shall not bar an action for equitable relief pursuant to this paragraph.
6. The Parties agree that the state and federal court located in San Francisco, California shall be the sole and exclusive venue and forum for any lawsuit or court proceeding between the Parties and each Party consents to personal jurisdiction in such courts and waive any and all objections to venue, jurisdiction or forum that might otherwise be available to either Party.
7. **Louisiana Residents:** Notwithstanding any other provision of this Agreement, if Connector is a resident of Louisiana, the applicable law, jurisdiction and venue of any dispute between the parties arising from this Agreement shall be pursuant to Louisiana law.
8. If either Party wishes to bring an action against the other Party for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims for such act or omission.

## I. NOTICES

Unless otherwise provided in this Agreement, any notice or other communication required to be given under this Agreement shall be in writing and shall be deemed delivered to the other Party (i) upon personal delivery or delivery by professional courier; (ii) when sent by confirmed electronic mail; or (iii) if mailed by registered, certified or express mail to Solvasa at 930 Montgomery Street, Suite 300, San Francisco, CA 94133 or to Connector at the current address on file provided by Connector to Solvasa. If by mail, delivery shall be deemed effective by the date shown on the return receipt or if there is no receipt three (3) days after the date of mailing.

***By clicking the checkbox on the enrollment page, the person submitting this application and Agreement (i) acknowledges that she or he has read, understands and agrees to the terms set forth in this Independent Representation Agreement and Policies, including the Compensation Plan; (ii) certifies that all information provided by in connection with this application to become a Solvasa Independent Representative is true and correct; (iii) if converted to a VIP, authorizes Solvasa to charge the monthly subscription fee of \$4.95 for the Solvasa Life Mindfulness App when the 90-day free trial period ends if no longer eligible to receive the app free of charge in accordance with VIP Member Terms and Conditions; and (iv) by clicking the checkbox on the enrollment page, Connector intends to enter into a legally binding agreement with Solvasa LLC.***

Solvasa® is owned and operated by Solvasa LLC, a Delaware limited liability company.

Solvasa Independent Representation Agreement and Policies v3.0

Effective July 1, 2020

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# S O L V A S A™

## Glossary of Terms

**ACTIVE** – A Connector who is enrolled as an Independent Representative with Solvasa, is in compliance with the Independent Representation Agreement and Policies, and is eligible to earn Retail Profit.

**ADVANCED CONNECTOR** – A Connector becomes an Advanced Connector and eligible to earn Level 1 and Level 2 Commissions when the required amount of Personal Volume is reached during the Commissions Period.

**AMBASSADOR CONNECTOR** – A Lead Connector becomes an Ambassador Connector and eligible to earn Ambassador bonus Commissions on Personal Team Volume and Generation 1 Volume when the required amount of Personally Sponsored Volume (PSV) is achieved and one Lead Connector Leg is qualified during the Commissions Period.

**COMMISSIONS** – The monetary compensation paid based on qualified Commissionable Volume (CV) associated with product sales.

**COMMISSIONS ELIGIBLE** – A Connector who is qualified to receive commission payments, starts at the Advanced Connector rank.

**COMMISSIONABLE VOLUME (CV)** – The value assigned to each product for calculation of commission payments.

**COMMISSIONS PERIOD** – From 12:00AM (Pacific Time) on the first of the month to 11:59PM (Pacific Time) on the last day of the month. Commissions are paid each month on or before the 15th of the following month. If the 15th falls on a legal holiday or weekend, the payment will be made no later than the first business day immediately following the holiday or weekend.

**COMPENSATION PLAN** – The rules and terms under which a Connector earns monetary rewards in the Solvasa program. The Compensation Plan may be subject to revision from time to time.

**CONNECTOR** – A Solvasa sales representative who is eligible to purchase items at a

wholesale price, sell products to Retail Customers for a profit, enroll VIP members, enroll other Connectors on to their team and participate in the Solvasa programs and Compensation Plan.

**DOWNLINE** – All Connectors who are enrolled by a Connector or by other Connectors who enrolled under previously enrolled Connectors in a Connector organization.

**DYNAMIC COMPRESSION** – Dynamic Compression identifies the next eligible Connector to earn Commissions at each qualification level on any sale made in the Downline.

**ELITE INFLUENCER CONNECTOR** – A Lead Connector becomes an Elite Influencer Connector and eligible to earn Elite bonus Commissions on Personal Team Volume and Generations 1,2,3,4 and 5 Volume when the required amount of PSV and Organizational Volume are achieved with five (5) Lead Connector Legs during the Commissions Period.

**GENERATION** – A Generation begins with the L1 Volume of a Lead Connector and ends with the Personal Volume (PV) of the next Downline Lead Connector(s) in each Leg.

**GENERATION COMMISSIONS** – Generation Commissions are paid on qualified sales of Downline Generations of Lead Connector groups based on qualification requirements of the Solvasa Compensation Plan.

**INDEPENDENT REPRESENTATION AGREEMENT AND POLICIES** – The official document that sets forth the agreement between a Connector and Solvasa for participating in the Solvasa Connector program and the requirements for ongoing participation. The Independent Representation Agreement and Policies are subject to change from time to time.

**INFLUENCER CONNECTOR** – A Lead Connector becomes an Influencer Connector and eligible to earn Influencer bonus Commissions on Personal Team Volume and Generations 1,2 and 3 Volume when the required amount of PSV and Organizational Volume are achieved with three (3) Lead Connector Legs during the Commissions Period.

**LEAD CONNECTOR** – An Advanced Connector becomes a Lead Connector and eligible to earn bonus Commissions on Personal Team Volume when the required amount of Personal Volume and PSV is achieved.

**LEAD CONNECTOR LEG** – The Downline of a Level 1 Connector that contains at least one qualified Lead Connector anywhere in that Leg’s organization.

**LEG** – A personally enrolled Connector and his/her entire organization of customers and Connectors. Each personally enrolled Connector begins a different Leg in your organization.

**LEVEL** – The position of enrolled Connectors and VIP Members in your Downline in relation to you.

**LEVEL PAY** – The Solvasa Compensation Plan pays Commissions on your 1st and 2nd Levels. To qualify for Level Pay (Level Commissions), you must be an Advanced Connector. See the Solvasa Compensation Plan Commissions Table for the percentages earned on Level 1 and Level 2 volume.

**ORGANIZATION VOLUME (OV)** – The total Qualifying Volume in your Downline, including your own Personal Volume, for a given month.

**PERSONAL TEAM VOLUME** – The Commissionable Volume of all Connectors, their Retail Customers and VIP Members in your Downline up to and including the Personal Volume of first generation Lead Connectors.

**PERSONAL VOLUME (PV)** – Personal Volume is the sum of Qualification Volume associated with personally purchased products and products sold directly to (Non-VIP Member) Retail Customers during the Commissions Period. Retail profit is payable to the Connector. No Commissions are paid to the purchasing Connector on their own personally purchased products.

**PERSONALLY SPONSORED VOLUME (PSV)** – The Qualification Volume in a Commissions Period generated from personally enrolled VIP Members and personally enrolled L1 Connectors and their Retail Customers.

**PRE-LAUNCH CUSTOMER** – See VIP Member.

**PREMIER AMBASSADOR CONNECTOR** – A Lead Connector becomes a Premier Ambassador Connector and eligible to earn Premier Ambassador bonus Commissions on Personal Team Volume and Generations 1, and 2 Volume when the required amount of PSV is achieved with (2) Lead Connector Legs during the Commission Period.

**PREMIER INFLUENCER CONNECTOR** – A Lead Connector becomes a Premier Influencer Connector and eligible to earn Premier Influencer bonus Commissions on Personal Team Volume and Generations 1,2,3 and 4 Volume when the required amount of PSV and Organizational Volume are achieved with four (4) Lead Connector Legs during the Commission Period.

**QUALIFICATION VOLUME** – The volume for Rank determination during a Commissions Period calculated based on the wholesale prices paid for the products sold.

**RANK** – The position a Connector has achieved within the Solvasa Compensation Plan at the completion of the Commissions Period for determination of financial compensation. The eight Ranks are: Connector, Advanced Connector, Lead Connector, Ambassador, Premier Ambassador, Influencer, Premier Influencer and Elite Influencer.

**RETAIL CUSTOMER** – A non-VIP Member purchaser / consumer who pays a suggested retail price for products.

**RETAIL PROFIT** – The difference between the wholesale price and the retail or VIP price of a product that is paid to the Connector who sells products to Retail Customers and VIP Members. You need only be an Active Connector to earn Retail Profit.

**SPONSOR** – The Sponsor is a Connector who is the immediate upline to a subsequently enrolled Connector.

**TERMINATION** – The discontinuation of entitlements and eligibility of a Connector to participate in all aspects of the Solvasa Connector programs.

**VIP MEMBERS** – Connectors' Customers who enroll in the VIP Member rewards program and Solvasa Life Mindfulness app subscription. VIP Members cannot sell products, enroll other customers, or earn commissions. Pre-Launch Customers will be treated as VIP Members.