

## VIVRI USA INDEPENDENT LEADER APPLICATION AND AGREEMENT

This Independent Leader Application and Agreement sets forth the terms and conditions that govern the contractual relationship between VIVRI USA, LLC ("VIVRI" or "Company") and the Independent Leader ("Leader"). VIVRI and Leader are collectively referred to below as the "Parties" and may each be referred to as a "Party."

1. The Agreement between VIVRI and each Leader, includes the Leader's Application and Agreement, VIVRI's Policies and Procedures, the Compensation Plan, the Back-Office Terms of Use and the Replicated Website for Independent Sales Leader, the Business Entity Annex (when appropriate), Leader Code of Ethics, and the Rules of other commercial entities such as Distribution Centers, Lifestyle Centers, etc., all in their current form and as modified by VIVRI in accordance with the terms of the Agreement. These documents are collectively referred to as the "Agreement". This Agreement constitutes the entire agreement between the parties hereto, and no other additional promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by an authorized officer of VIVRI.
2. Leader understands that this Application and Agreement is subject to acceptance by VIVRI. VIVRI reserves the right to refuse to accept an Application and Agreement for any reason in its sole discretion.
3. I agree that as a VIVRI Leader I am an independent contractor, and not an employee, partner, legal representative, or franchisee of VIVRI. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF VIVRI FOR FEDERAL OR STATE TAX PURPOSES OR FOR ANY OTHER REASON. VIVRI 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 understand that I am not entitled to workers compensation or unemployment security benefits of any kind from VIVRI.
4. Leader shall provide a valid Social Security Number or Federal Tax ID after they reach \$600 in earnings from VIVRI or \$5,000 in sales. Failure to provide this information will result in suspension or termination of the Agreement.
5. I understand that the Agreement may be modified in accordance with the terms of VIVRI's Policies and Procedures.

6. Use of Company Trademarks. The name "VIVRI" and other names and logos used by VIVRI are proprietary trade names, trademarks and service marks solely and exclusively owned by VIVRI (the "Company Marks"). VIVRI grants to Leader 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. Leader shall not use anything confusingly similar to the Company Marks in any email address, website domain name, or social media name or address. Leader 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.
7. I understand and agree that VIVRI does not conduct business activities in the states of Montana, Louisiana, Wyoming, Massachusetts and Georgia and I agree not to conduct any business activities related to my VIVRI business in those states.
8. If a Leader applicant wants to convert to a business entity of any type (trust, partnership, limited liability company, corporation, etc.), the Leader must request it in writing to [legal@vivriusa.com](mailto:legal@vivriusa.com), and the request must be approved by VIVRI.
9. I hereby authorize VIVRI to use my name, photograph, personal story, testimonial, likeness, and/or any material I submit to the company in advertising or promotional materials and waive all claims for remuneration for such use. I understand I have the option to revoke this right at any time by sending a written petition to [legal@vivriusa.com](mailto:legal@vivriusa.com).
10. **I UNDERSTAND THAT DISPUTES BETWEEN MYSELF AND VIVRI ARE GOVERNED BY THE PROVISIONS OF THE POLICIES AND PROCEDURES, INCLUDING BUT NOT LIMITED TO THE ARBITRATION PROVISION FOUND IN SECTION 8.3, THE WAIVER OF CLASS ACTIONS PROVISION FOUND IN SECTION 8.4, AND THE GOVERNING LAW, JURISDICTION AND VENUE PROVISION FOUND IN SECTION 8.5.**
11. LEADER ACKNOWLEDGMENTS. As a prospective VIVRI Independent Distributor, I hereby acknowledge the following:
  - a. I am personally enrolling myself freely and of my own will;
  - b. I am fully aware that I may make zero profit and/or generate zero earnings from attempting to distribute VIVRI products;
  - c. I understand that I will not be compensated based on enrolling people. All of my potential compensation will come from my own product sales and the product sales of other VIVRI distributors in my VIVRI sales organization if I am able to build one;

- d. I understand that I must keep track of my product resales and report them to VIVRI in a timely manner. I understand that VIVRI has the right to verify my product resales and that VIVRI may terminate this Agreement if I submit false information regarding my product resales; and
- e. I acknowledge that no more than 30% of my total compensation may be based on distributors' personal purchases that were not resold. In other words, at least 70% of my compensation will be based on end-user retail sales.

By accepting the Agreement, Leader (i) acknowledges that she or he has read, understands and agrees to the Agreement; and (ii) certifies that all information provided by Leader in connection with this Application to become a VIVRI Independent Leader is true and correct.