



## VIVRI INDEPENDENT LEADER AGREEMENT (USA)

This Independent Leader 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. Leader understands that this Independent Leader Agreement is subject to acceptance by VIVRI. VIVRI reserves the right to refuse to accept an Independent Leader Agreement for any reason in its sole discretion. Upon acceptance by VIVRI, these terms and conditions, together with the VIVRI Policies and Procedures, the VIVRI Compensation Plan, and the Business Entity Addendum (if applicable), all of which are incorporated by reference, shall constitute the entire agreement (the “Agreement”) between VIVRI and Leader. This Agreement will only become effective and binding on the date it is accepted by VIVRI (the “Effective Date.”)

2. I understand that as an Independent Leader for VIVRI USA LLC (“VIVRI”, “Company”, “we” or “our”):

a. I have the right to offer for sale VIVRI products and services in accordance with these Terms and Conditions.

b. I have the right to enroll others as VIVRI Independent Leaders (“Leaders”).

c. If qualified, I have the right to earn commissions pursuant to the VIVRI Compensation Plan.

3. To be eligible for enrollment, Leaders must be the legal age of majority and a legal resident of the United States or U.S. territories, and agree to purchase a non-commissionable Starter Kit. The Starter Kit is the only purchase required to conduct business as a VIVRI Independent Leader. A Starter Kit may be returned for a full refund if Leader terminates this Agreement within 15 days from the date of enrollment. Leaders 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.

4. I agree to present the VIVRI Compensation Plan and VIVRI products and services as set forth in official VIVRI literature.

5. 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.

6. I understand that the Agreement may be amended at the sole discretion of VIVRI, and I agree to abide by all such amendments. Notification of amendments shall be posted on VIVRI's website, in your Leader Back-Office, and/or sent via email. Amendments shall become effective 30 days after publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my VIVRI business or my acceptance of bonuses or commissions after the effective date of the amendments shall constitute my acceptance of any and all amendments.

7. Your VIVRI business shall remain in effect so long as you remain in compliance with the terms of the Agreement, pay your annual renewal fee, and meet the requirements of the VIVRI Compensation Plan, or until you voluntarily cancel your VIVRI Agreement. Notwithstanding the foregoing, VIVRI reserves the right to terminate all Leader Agreements upon 30-day 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. Leader may cancel this Agreement at any time, and for any reason, upon written notice to VIVRI at its principal business address or by cancelling through his/her VIVRI Back-Office.

8. In the event of cancellation or termination, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.

9. 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.

The Leader must review the Advertising and Communication Policies, published in the documents section of his Back-Office, to be able to know the exceptions and specific cases of brand use that he can make.

10. Confidential Information. Leader acknowledges that VIVRI may provide Leader with proprietary or non-public information and reports relating to Leader's sales activity, other Leaders, Products or customers ("Confidential Information"). Confidential Information shall include, but not be limited to, reports and compilations generated by VIVRI that are made available to Leader, contact and earnings information of other Leaders, sales information, forecasts, projections or other materials furnished or prepared by VIVRI for Leader's use. Leader acknowledges that VIVRI is the sole owner of any and all Confidential Information provided to Leader pursuant to this Agreement. In this regard, Leader 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 VIVRI 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 performing services under this Agreement. The parties each acknowledge that the restrictions in this paragraph are reasonable efforts of VIVRI to protect and maintain the Confidential Information. The obligation of Leader regarding

confidentiality shall survive for so long as VIVRI may, in its sole discretion, consider the Confidential Information to be confidential.

11. Leader 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, Leader shall not directly or indirectly utilize Confidential Information to solicit other Leaders or customers to join another direct sales company or purchase products or services from another company.

12. Non-Disparagement. During the term of this Agreement, Leader agrees to refrain from making negative, disparaging, untrue or misleading statements or comments about VIVRI, its Products, the Leader Pay Program or VIVRI's officers, employees or other Leaders.

13. Non-Solicitation. During the term of this Agreement and one (1) year following the termination of this Agreement, Leader agrees to not directly or indirectly solicit any VIVRI Leader to (i) join, enroll or affiliate with another direct sales company; or (ii) terminate or alter the Leader's business relationship with VIVRI. In this paragraph, "solicit" is defined to include the direct or indirect, actual or attempted, solicitation, encouragement, or effort to influence another Leader to participate in another direct selling business opportunity, even if the Leader's actions are in response to an inquiry made by another Leader. In this paragraph "direct sales company" is defined to include a network marketing, multilevel marketing, party plan or social media company that sells products or services through independent sales representatives.

14. Return of Unsold Inventory by Terminating Leader. Upon any termination of this Agreement, a Leader may return any unsold Products that the Leader purchased from VIVRI within the 12 month period preceding the date of termination for a refund. [12-month requirement not applicable to residents of Maryland, Wyoming, Massachusetts and Puerto Rico]. A Leader may only return Products that are current and in resalable condition. "Current and Resalable Condition" means any Product being offered for sale by VIVRI on the date it receives the unsold Product from the terminating Leader, the items are returned in original packaging with product tags, and the items have not been altered or damaged. After VIVRI's receipt of the Products, VIVRI will refund 100% of the original purchase price, less shipping charges. The refund will be credited back to the same method of payment used by Leader for the original order. Any returned Products that VIVRI determines are not in resalable condition will be shipped back to Leader at Leader's expense.

15. I may not sell, transfer, or assign any rights under the Agreement without the prior written consent of VIVRI. Any attempt to sell, transfer or assign the Agreement without the express written consent of VIVRI renders the Agreement voidable at the option of VIVRI and may result in termination of my business.

16. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from VIVRI. I further agree that if I fail to comply with the terms of the Agreement, VIVRI may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures, which may include the involuntary termination of my VIVRI independent business.

17. The Parties and their respective parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and the Parties release one another from, all claims for incidental, consequential and exemplary damages for any claim or cause of action relating to the Agreement.

18. I agree to release VIVRI and its affiliates from all liability arising from or relating to the promotion or operation of my VIVRI business and any activities related to it (including, but not limited to, the presentation of VIVRI products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify VIVRI for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

19. The Agreement, in its current form and as amended by VIVRI at its discretion, constitutes the entire contract between VIVRI and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

20. Any waiver by either Party of any breach of the Agreement must be in writing and signed by the Party waiving the breach. With respect to VIVRI, only officers of the Company are authorized to waive any policy. Waiver by one who is not an officer of the Company shall not be binding on VIVRI. Waiver by either Party of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.

21. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

22. If a Leader applicant wants to convert to a business entity of any type (trust, partnership, limited liability company, corporation, etc.), the Leader must submit a completed and signed Business Entity Addendum to VIVRI and the Addendum must be approved by VIVRI. If approved, all members, managers, shareholders, trustees, partners, or others with any ownership interest in the business entity (collectively "Owners") shall be jointly and severally liable for all acts of the business entity. Each Owner is individually bound to and must comply with and agree to the terms and conditions of this Agreement as well as the provisions of the Business Entity Addendum. Each Owner certifies that neither he/she, nor any household family member, has any ownership, financial, or equitable interest in, or managerial responsibility for, any other VIVRI business, and has not had any such interest or responsibility for at least six calendar months prior to submitting this Application and Agreement. Any breach of the Agreement by any Owner or employee of the business entity shall be grounds for disciplinary action jointly and severally against the business entity and/or each individual Owner.

23. In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.

24. 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 [marketing@vivri.com](mailto:marketing@vivri.com)

25. 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 Texas without giving effect to principles of conflicts of laws. The Federal Arbitration Act shall otherwise govern all matters relating to arbitration.

26. 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 Dallas, TX within six (6) months following delivery of the Notice of Dispute. Leader and VIVRI 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.

27. AGREEMENT TO ARBITRATE. THE PARTIES MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THIS AGREEMENT, THE LEADER PAY PROGRAM 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 Dallas, Texas, 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 the Leader and VIVRI, VIVRI'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.

28. Class Action Waiver. Leader agrees that by entering into the above agreement to arbitrate Leader is waiving Leader'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 Dallas, Texas and not by an arbitrator. The Parties further agree that if a court determines that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.

29. Notwithstanding the Parties' agreement to arbitrate, either Party may bring an action in a state or federal court located in Dallas, Texas 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. The Parties may also seek judicial enforcement of an arbitration award in any court of competent jurisdiction.

30. The Parties agree that the state and federal courts located in Dallas, Texas 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.

31. Louisiana Residents: Notwithstanding any other provision of this Agreement, if the Leader 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.

32. 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 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.

33. 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 am aware that in order to remain active as a distributor I must meet the 70/30 sales to consumption requirement, which means that at least 70% of my product purchases must be resold to retail customers. And I agree that any failure to comply with this requirement over any 90-day period will result in my position automatically being converted into a Preferred Customer account.

e. I know that in order to remain active as a distributor I must not have 6 consecutive business periods without reporting any sales, which would result in my distributor position automatically being reclassified as a Preferred Customer account.

f. 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.

g. VIVRI reserves the right to allow me to open an Independent Distribution Center, only if I qualify to the rank of Director Club for four periods in a row, have been active for at least one year, and complete a special training. I further acknowledge that I must demonstrate profitability every year in order to be eligible to renew my Independent Distribution Center.

h. 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 signing, Leader (i) acknowledges that she or he has read, understands and agrees to these terms and conditions as well as the VIVRI Policies and Procedures, VIVRI Compensation Plan and Business Entity Addendum (if applicable); (ii) certifies that all information provided by Leader in connection with Leader's application to become a VIVRI Independent Leader is true and correct; and (iii) by signing, Leader intends to enter into a legally binding agreement with VIVRI USA, LLC.