

AQUABIOVIDA LLC DISTRIBUTOR AGREEMENT

1642 Union Blvd, Suite M

Allentown PA 18109

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info@aquabiovida.com

1. Authorization and Contract. By executing this **AQUABIOVIDA** Distributor Agreement (“Agreement”), you apply for legal authorization to become a **AQUABIOVIDA Independent Distributor and** business owner and enter into contract with **AQUABIOVIDA LLC** , hereinafter “**AQUABIOVIDA LLC**” You acknowledge that prior to signing you have received, read and understood the **AQUABIOVIDA LLC** Income Disclosure Statement, that you have read and understood the **AQUABIOVIDA LLC** [Policies and Procedures](#), which are incorporated into this Agreement and made part of it as if restated in full, as posted on **AQUABIOVIDA.COM** , and that you have read and agree to all terms set forth in this Agreement. **AQUABIOVIDA LLC** reserves the right to reject any application for any reason within **thirty (30)** days of receipt.

2. Expiration, Renewal, and Termination. The term of this Agreement is one (1) year (subject to prior cancellation or disqualification pursuant to the [Policies and Procedures](#)). If you fail to renew your **AQUABIOVIDA LLC** business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Distributor, lose the ability to sell **AQUABIOVIDA LLC** products and services, lose the eligibility to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. **AQUABIOVIDA LLC** reserves the right to terminate all Distributor Agreements upon notice if the Company elects to: (1) cease the operation of its business; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services through direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to **AQUABIOVIDA LLC** at its principal business address. **AQUABIOVIDA LLC** may cancel this Agreement for any reason upon written notice to the Distributor. If the Distributor breaches any of its provisions, **AQUABIOVIDA LLC** may also take actions short of termination of this Agreement,

3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of **AQUABIOVIDA LLC** or your

Sponsoring Distributor. As a self-employed independent contractor, you will operate your own independent business, buying and selling products available through **AQUABIOVIDA LLC** on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-MISC form via electronically. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Refunds and Product Returns. You agree that if you resell product directly to a customer, you will adhere to **AQUABIOVIDA LLC**'s satisfaction guarantee policy and shall provide customer a refund of all monies paid if the customer returns the product to you within **3** days of the sales transaction. The refund shall be 90% of the purchase price. Shipping and handling charges incurred will not be refunded.

5. Presenting the Plan. You agree when presenting the **AQUABIOVIDA LLC** Compensation Plan to present it in its entirety as outlined in official **AQUABIOVIDA LLC** materials, emphasizing that sales to end consumers are *required* to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by **AQUABIOVIDA LLC** . You agree to instruct all prospective Distributors to review the **AQUABIOVIDA LLC** Policies and Procedures.

6. Selling Product. You agree to make no representations or claims about any products beyond those shown on product labels and/or in official **AQUABIOVIDA LLC** literature. You further agree to sell products available through **AQUABIOVIDA LLC** only in authorized territories. **No Distributor may make any claim that AQUABIOVIDA LLC products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases, as such statements can be perceived as medical or drug claims and likely violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.]**

7. AQUABIOVIDA LLC's Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in the [Policies and Procedures](#), information compiled by or maintained by **AQUABIOVIDA LLC** , including Line of Sponsorship ("LOS") information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the **AQUABIOVIDA LLC** business including, without limitation, Distributor lists, sponsorship trees, and all **AQUABIOVIDA LLC** Distributor information generated therefrom, in its present or

future forms), constitutes a commercially advantageous, unique and proprietary trade secret of **AQUABIOVIDA LLC**, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with **AQUABIOVIDA LLC**, **AQUABIOVIDA LLC** grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (“Proprietary Information”), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and Distributor sales, earnings and other financial reports to facilitate your business.

8. Non-Competition Agreement. In accordance with the [Policies and Procedures](#), you agree that during the period while you are a Distributor, and for six (6) months following resignation, non-renewal, or termination of your business, you will not compete with **AQUABIOVIDA LLC**. This covenant shall survive the expiration or termination of your authorization and contract with **AQUABIOVIDA LLC**.

9. Non-Solicitation Agreement. In accordance with the [Policies and Procedures](#), you agree that during the period while you are a Distributor, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other **AQUABIOVIDA LLC** Distributor to compete with the business of **AQUABIOVIDA LLC**.

10. Images / Recordings / Consents. You agree to permit **AQUABIOVIDA LLC** to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by **AQUABIOVIDA LLC** for any lawful purpose, and without compensation.

11. Modification of Terms. With the exception of the dispute resolution section in [Policies and Procedures](#), which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in the [Policies and Procedures](#).

12. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with **AQUABIOVIDA LLC** as set forth in this Distributor Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of **PENNSYLVANIA** without regard to conflict of law provisions. As for Louisiana residents, notwithstanding the foregoing, Louisiana residents may bring an action against **AQUABIOVIDA LLC** with jurisdiction and venue as provided by Louisiana law.

13. Dispute Resolution. All disputes and claims relating to **AQUABIOVIDA LLC**, its products and services, the rights and obligations of a **AQUABIOVIDA LLC** Distributor, or any other claims or causes of action relating to the performance of either a Distributor or **AQUABIOVIDA LLC** under the Agreement or the

AQUABIOVIDA LLC Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in ALLENTOWN, PENNSYLVANIA or such other location as **AQUABIOVIDA LLC** prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. **Additionally, you agree not to initiate or participate in any class action proceeding against AQUABIOVIDA LLC, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding.** This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent **AQUABIOVIDA LLC** from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

14. Time Limitation. If a Distributor wishes to bring an action against **AQUABIOVIDA LLC** 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. Distributor waives all claims that any other statutes of limitations apply.

15. Miscellaneous. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and **AQUABIOVIDA LLC** and supersedes any prior agreements, understandings and obligations between you and **AQUABIOVIDA LLC** concerning the subject matter of your contract with **AQUABIOVIDA LLC**.

16. Notice of Right to Cancel. You may request a refund on your enrollment fee if it's done within 3 business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within 15 business days following receipt by the seller of your cancellation notice. To cancel this transaction, mail or deliver written notice, to **1642 Union Blvd Suite M, Allentown PA 18109**, not later than midnight of the 3rd business day following the date of this Agreement.

17. Submission of Electronic W-9. Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2), I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Citizen or other U.S. person.

CEO Signature

Distributor Signature