



Savvi

INDEPENDENT BRAND PARTNER AGREEMENT

TERMS AND CONDITIONS

UNITED STATES OF AMERICA



This Savvi Independent Brand Partner Agreement sets forth the terms and conditions (the “Terms and Conditions”) that govern the contractual relationship between the undersigned applicant, (referred to herein as “Applicant” or “Independent Brand Partner”) and Savvi, Inc. (“Savvi”). Independent Brand Partner and Savvi are collectively referred to below as the “Parties” and may each be referred to as a “Party.”

1. Independent Brand Partner understands that this Independent Brand Partner Agreement is subject to acceptance by Savvi. Savvi reserves the right to refuse to accept an Independent Brand Partner Agreement for any reason in its sole discretion. Upon acceptance by Savvi, these Terms and Conditions, together with the Savvi Independent Brand Partner Policies and Procedures (the “Policies and Procedures”), the Savvi Rewards Plan (the “Rewards Plan”) and the Independent Brand Partner Business Entity Form, if applicable, all of which are incorporated by reference and shall constitute the entire agreement (the “Agreement”) between Savvi and Independent Brand Partner. Capitalized terms used but not defined in these Terms and Conditions will have the meanings set forth in the Policies and Procedures. This Agreement will become effective and binding on the date it is accepted by Savvi (the “Effective Date”).

2. Savvi agrees, subject to the terms and conditions of the Agreement: (a) to sell Savvi products directly to Independent Brand Partner for resale or sell and fulfill orders for Products from Independent Brand Partner’s customers; (b) provide Independent Brand Partner with a virtual back office to assist Independent Brand Partner’s business activities; and (c) provided that Independent Brand Partner is in compliance with all terms of the Agreement, pay commissions and bonuses and other remuneration to Independent Brand Partner based on sales of Savvi Products pursuant to the Rewards Plan.

3. Savvi hereby grants to Independent Brand Partner the limited right to sell Savvi Products. Independent Brand

Partner’s sole authority shall be to solicit orders for Savvi Products in accordance with the terms of this Agreement. Independent Brand Partner shall not have the authority to make any commitments or agreements whatsoever on behalf of Savvi and shall be fully responsible for keeping Independent Brand Partner’s customers duly informed of this limit on Independent Brand Partner’s authority to make commitments or agreements on behalf of Savvi with the customer.

4. Independent Brand Partner shall at all times be an independent contractor in accordance with the provisions of the Utah law, and any corresponding provisions of the law of any other state or jurisdiction, and not an employee, franchisee, representative, agent, joint venturer or partner. This Agreement shall not create an employer-employee relationship and shall not constitute a hiring of such nature by any party. Independent Brand Partner is not authorized to, and shall not, obligate Savvi in any way legally or financially. Independent Brand Partner expressly acknowledges and agrees that the term “Independent Brand Partner” is an anecdotal term used to identify Savvi independent sales representatives and does not imply or connote that a partnership exists between Savvi and Independent Brand Partner or that Independent Brand Partner is entitled to any rights or benefits other than those of an independent contractor and as set forth in this Agreement. At all times Independent Brand Partner must represent herself or himself to others as an independent contractor of Savvi and shall not make any representations that are deceptive or otherwise misleading regarding the nature



of Independent Brand Partner's relationship with Savvi.

5. Independent Brand Partner shall be responsible for and pay Independent Brand Partner's own self-employment taxes, income tax liabilities, business equipment or personal property taxes, applicable sales taxes with respect to inventory held by Independent Brand Partner, and other similar obligations, whether federal, state or local. Savvi will not pay or withhold any FICA, SDI, federal or state income tax, or unemployment insurance or tax or any other amounts because the relationship of the parties hereto is not that of employer-employee, but that of independent contractor. Independent Brand Partner shall be solely responsible for the payment of all taxes, withholdings, and other amounts owing regarding Independent Brand Partner's own employees, if any.

6. Independent Brand Partner shall, at Independent Brand Partner's own expense, provide and make arrangements for all travel, equipment, sales materials, services, and other items necessary to operate Independent Brand Partner's Savvi business. Independent Brand Partner shall be responsible for payment of Independent Brand Partner's own expenses, including, but not limited to those items specifically set forth above.

7. Independent Brand Partner will not make claims or representations of potential income derived from the bonus or commission structure of Savvi. Any examples given will be used only to explain the program and not as an enticement to enroll customers, Independent Brand Partners or others. Savvi does not pay any commission or other payment to Independent Brand Partner for

enrolling customers, Independent Brand Partners or others.

8. The term of this Agreement is one year from the date of its acceptance by Savvi. This Agreement shall automatically renew for successive one-year terms unless terminated by Independent Brand Partner. Independent Brand Partner agrees to pay an annual renewal fee of \$79 for each annual renewal of the Agreement. If this Agreement is terminated for any reason, Independent Brand Partner shall not be eligible to purchase Products from Savvi at discounted prices (except pursuant to a Savvi Customer Agreement if Independent Brand Partner has entered into such agreement) or make sales on behalf of Savvi, hold herself or himself out to the public as an Independent Brand Partner, or utilize any intellectual property, including, without limitation, trademarks, styles, or names of Savvi ("Savvi Intellectual Property") or any Confidential Information of Savvi, as defined below. In the event of termination or nonrenewal of this Agreement, all rights of Independent Brand Partner, if any, to any bonuses, commissions, or other compensation, whether or not related to productivity or sales activities of any other Independent Brand Partner, or otherwise, shall terminate. In the event of termination or non-renewal of this Agreement, Independent Brand Partner shall have no rights to his or her downline organization.

9. Notwithstanding anything in this Agreement, Savvi reserves the right to immediately terminate this Agreement if Independent Brand Partner breaches any term of this Agreement, including the Policies and Procedures, or engages in any act that causes a negative impact on the business or reputation of Savvi or other Independent Brand Partners. Savvi reserves the right to terminate all Independent Brand Partner Agreements if



Savvi elects to: (a) discontinue its business; or (b) dissolve as a business entity. In the case where Savvi determines that it cannot meet its goals and objectives through distribution of its Products through the direct selling channel, it also reserves the right to terminate all Independent Brand Partner Agreements. Independent Brand Partner may cancel this Agreement at any time, and for any reason, by giving notice to Savvi.

ro. (a) Unless otherwise specified in writing by Savvi, all information provided by Savvi to Independent Brand Partner is and shall remain confidential (“Confidential Information”). Confidential Information shall include, but not be limited to, all customer and Independent Brand Partner information, customer and Independent Brand Partner lists, sales information and reports, wants and needs of customers, agreements, communications, plans, designs, reports, projections, budgets, proformas, or other materials, whether or not furnished or prepared by Savvi or its agents or employees.

(b) Independent Brand Partner 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 Savvi 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 such disclosure ; (iii) not directly or indirectly use Confidential Information or Savvi Intellectual Property, or of any feature, specification, detail or other characteristic contained in or derived from Confidential Information or Savvi

Intellectual Property, except as permitted by this Agreement.

(c) Independent Brand Partner acknowledges that the Confidential Information constitutes trade secrets of Savvi within the meaning of and pursuant to Utah law regarding trade secrets. Independent Brand Partner further acknowledges that this Agreement constitutes reasonable efforts of Savvi to protect and maintain the secrecy and confidentiality of the Confidential Information, including Savvi trade secrets.

(d) The obligations of Independent Brand Partner regarding confidentiality shall survive for so long as Savvi may, in its sole discretion, consider the Confidential Information to be confidential

(e) Independent Brand Partner shall not, subject to the terms and conditions of this Agreement, directly or indirectly, contact, communicate with, solicit or conduct any business or enter into any transactions or associations of any economic value with any parties identified in, derived from, or obtained by reason of the Confidential Information, or otherwise identified or provided by Savvi, without the prior written permission of Savvi. Independent Brand Partner shall not derive any economic benefit from any transaction between any parties identified in, derived from, or obtained by reason of the Confidential Information or otherwise identified or provided by Savvi and any third party, without the prior written consent of Savvi. Independent Brand Partner shall not use any third-party intermediaries or other devices to avoid or defeat the above covenants.

(f) Independent Brand Partner acknowledges that violation of this Section 10 of the Terms and Conditions, including the unauthorized use of Independent Brand Partner lists, shall be a breach of the Terms and



Conditions and that Savvi may, among other remedies available to Savvi, terminate this Agreement due to a breach of this Section 10.

11. During the term of this Agreement and for one (1) year following the termination of this Agreement, Independent Brand Partner shall not (a) solicit, employ or engage any Savvi Independent Brand Partners, customers, referral sources, employees, vendors, suppliers, associates, or independent contractors, or (b) make any misleading, unfair, inaccurate or disparaging claims, representations, or statements about Savvi, Savvi's Products, Savvi customers, or Independent Brand Partners, or Savvi's commercial activities. In this paragraph, "solicit" is defined to include the direct or indirect, actual or attempted, solicitation, encouragement, or effort to influence another Independent Brand Partner, or Savvi customer, employee, vendor, supplier or independent contract to participate in another direct selling business opportunity, even if the Independent Brand Partner's actions are in response to an inquiry made by such person. In this paragraph "direct sales company" is defined to include a network marketing, multi-level marketing, party plan or social selling company that sells products or services through independent sales representatives. Please see the Policies and Procedures for additional provisions regarding non-solicitation and involvement in other direct selling companies.

12. Independent Brand Partner expressly acknowledges that neither this Agreement, nor any compensation, bonuses, commissions or incentive plans or programs pertaining to the Products, the Rewards Plan, or Product pricing structures of Savvi constitute a franchise or seller assisted marketing plan or any other regulated sales relationship. Savvi does not represent that Independent

Brand Partner can earn any amount, whether or not in excess of any initial payment made by Independent Brand Partner to enroll as an Independent Brand Partner, or that there is a market for the Products. Savvi does not maintain or enforce exclusive sales areas or territories for the benefit of Independent Brand Partner.

13. This Agreement, including the Policies and Procedures, the Rewards Plan, and the Independent Brand Partner Business Entity Form, if applicable, all of which are incorporated by reference, constitutes the entire agreement between Savvi and Independent Brand Partner and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No waiver of any provision of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. Savvi may, at its sole discretion, amend this Agreement, the Policies and Procedures, or the Rewards Plan or discontinue certain compensation, bonus commissions or Products. Independent Brand Partner shall have no vested interest in any such plan or program, provided, however, that Savvi may not change the terms or conditions regarding compensation for any sales transaction that has already occurred. Notification of amendments shall be sent to the Independent Brand Partner by email or posted on the Savvi Office website. Amendments shall become effective two (2) days after notification to the Independent Brand Partner or publication on the Savvi website. Independent Brand Partner's acceptance of commissions from Savvi, enrollment of customers or Independent Brand Partners, or other activity in continuance of Independent Brand Partner's Savvi business after the effective date of any amendment shall constitute the Independent Brand



Partner's acceptance of such amendment. Savvi may also require Independent Brand Partner to accept and agree to be bound by any amendments.

15. Independent Brand Partner agrees to indemnify and hold Savvi, its owners, directors, officers, managers and employees harmless from and against all claims, damages or liabilities (including attorney's fees) arising from or relating to (a) Independent Brand Partner's promotion or operation of Independent Brand Partner's Savvi business; (b) any negligent, reckless or intentionally wrongful act of Independent Brand Partner or any person acting on Independent Brand Partner's behalf; (c) any breach by Independent Brand Partner of any term of this Agreement; and (d) any claim alleging that Independent Brand Partner has violated or infringed upon any rights of third-parties, including but not limited to privacy rights or intellectual property rights.

16. Independent Brand Partner agrees that Savvi shall not be liable for, and Independent Brand Partner agrees to release, defend, and hold harmless Savvi 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 this Agreement, including the Terms and Conditions, the Policies and Procedures and the Rewards Plan.

17. 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.

18. Independent Brand Partner may not assign this Agreement or any rights arising from this Agreement without the prior written consent of Savvi. Any attempt to transfer or assign the Agreement or any rights under the Agreement without the express written consent of Savvi shall render the Agreement voidable by Savvi.

19. Independent Brand Partner agrees that Savvi may deduct, withhold, set-off, or charge to any form of payment that Independent Brand Partner has previously authorized and/or from any commissions owing to Independent Brand Partner, any amounts that Independent Brand Partner owes or is indebted to Savvi.

20. Savvi warrants to Independent Brand Partner that the Products as and when delivered by Savvi shall be free from material defects. Savvi's sole obligation to Independent Brand Partner and Independent Brand Partner's sole and exclusive remedy for a breach of this warranty shall be to return any defective Savvi Product and receive a replacement or credit as described in the Savvi return policy. Except for the foregoing limited warranty, Savvi disclaims all other warranties with respect to Savvi Products, the Savvi direct sales program, the Savvi Rewards Plan and any other subject matter of this Agreement, including any warranties of merchantability, fitness for a particular purpose, title, non-infringement or accuracy.

21. Savvi reserves the right to take remedial action as necessary to enforce the terms of this Agreement and ensure appropriate conduct by Independent Brand Partner. Breach of this Agreement or any illegal, fraudulent, deceptive or unethical business conduct by Independent Brand Partner may result, in Savvi's discretion, in one or more of the following: (a) a written warning; (b) a requirement that Independent Brand



Partner take immediate corrective measures; (c) loss of rights to purchase Savvi Products at discount prices or receive future commissions and bonuses; (d) assessment of fines and penalties against Independent Brand Partner's past and future commissions and bonuses; (e) suspension of Independent Brand Partner's right to engage in his/her Savvi business; (f) termination of this Agreement; or (g) any other measure or action that Savvi, in its sole discretion, determines to be appropriate

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

23. 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 St George, Utah within six (6) months following delivery of the Notice of Dispute. Independent Brand Partner and Savvi 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.

24. AGREEMENT TO ARBITRATE. THE PARTIES MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THIS AGREEMENT, THE REWARDS PLAN OR THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT WHICH CANNOT BE RESOLVED BY NEGOTIATION OR MEDIATION SHALL BE RESOLVED BY BINDING 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. 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 St George, Utah 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 or the arbitrator if the AAA is not utilized for the arbitration 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 or the arbitrator if the AAA is not utilized for the arbitration, 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 Independent Brand Partner and Savvi, Savvi's affiliates, owners, members, managers,



and employees (“Related Parties”) are intended third party beneficiaries of this 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.

25. Independent Brand Partner agrees that by entering into this Agreement to arbitrate Independent Brand Partner is waiving the 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 St. George, Utah 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.

26. Notwithstanding the Parties’ agreement to arbitrate, either Party may bring an action in a state or federal court located in St George, Utah 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.

27. The Parties agree that the state and federal courts located in St George, Utah 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.

28. Louisiana Residents: Notwithstanding any other provision of this Agreement, if the Independent Brand Partner 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.

29. 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 Utah state law if such time is longer than one year. Failure to bring such action within such time shall bar all claims for such act or omission.

30. 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 (a) upon personal delivery or delivery by professional courier; (b) when sent by confirmed facsimile or electronic mail; or (c) if mailed by registered, certified or express mail to Savvi at 1212 E Venture Drive, St George, Utah 84790 or to Independent Brand Partner at the current address on file provided by Independent Brand Partner to Savvi. 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 "I Agree" the person ("Applicant") submitting this Independent Brand Partner Agreement (a) acknowledges that she or he has read, understands and agrees to the terms set forth in this Independent Brand Partner Agreement, including the Terms and Conditions, the Policies and Procedures and the Rewards Plan; (b) certifies that all information provided by Applicant in connection with Applicant's application to become a Savvi Independent Brand Partner is true and correct; and (iii) by clicking "I Agree" Applicant intends to enter into a legally binding agreement with Savvi, Inc.