



BENEVE INFLUENCER AGREEMENT

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Last Name _____ First Name _____ Middle Initial _____
Street address _____
City _____ State _____ Zip Code _____
Telephone Number _____ Sponsor Information/ID Last Name First Name _____

I authorize Beneve, LLC. (“BENEVE”) to charge the credit card account listed below.

I authorize “BENEVE” to charge my credit card on a monthly basis, so I can participate in the “Autoship” program for my recurring product purchases.

I have the legal authority to enter into this Influencer Agreement. I further acknowledge that the “BENEVE” Compensation Plan and the “BENEVE” Policies and Procedures, as they are updated and revised from time to time, are incorporated into, and form an integral part of this Influencer Agreement (collectively, the “Agreement”). I have carefully read the Agreement and acknowledge this by my signature below and, by signing below, I agree, as a condition to receiving commissions from “BENEVE” to fully comply with this Agreement and the most current version of the “BENEVE” Policies and Procedures, as they are revised from time to time in the sole discretion of “BENEVE”. I understand that I will agree to the Policies and Procedures each time I log into my back office. I understand I am responsible for reviewing the Agreement and ensuring I am aware of any updates and/ or changes as I am bound by any such updates and changes.

I understand that there is no requirement to purchase any sales or training materials to become an Influencer. My advancement to higher levels in the “BENEVE” compensation plan is based solely on my performance and effort as an Influencer in arranging sales of the “BENEVE” products to end customers. I acknowledge that any purchase of sales aids, training, or training materials is strictly voluntary. I also understand that if I choose to introduce / sponsor others into Beneve and they then choose to participate as Influencers in the “BENEVE” marketing plan, I will not receive any compensation whatsoever for the act of sponsoring said Influencers. I further understand that I will only be compensated based upon the sales activities of the Influencers to the extent of their sales of Beneve products to customers.

1. I acknowledge that I am of legal age to enter this Agreement.
2. I understand and acknowledge that this Agreement is not binding until received and accepted by “BENEVE”. “BENEVE” shall be deemed to have accepted this Agreement unless it notifies me in writing, within five (5) business days of its rejection of this Agreement.
3. I agree that as an Influencer, I am responsible for determining my business activities and that I am not an agent, employee, partner, franchisee, or legal representative of “BENEVE”. Because I am not an employee of “BENEVE”, I will not receive any employee benefits from “BENEVE” and shall only receive from “BENEVE” such compensation and remuneration as “BENEVE” makes available to other similarly situated “BENEVE” Influencers, all of which I may or will earn from my sales efforts.

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4. I am responsible for the payment of all federal and state income and employment taxes and any other tax required under any federal, state, or municipal law generated by my own business activities.
5. I understand that I am not being sold a franchise, partnership interest, or business opportunity.
6. I understand that “BENEVE” has established its Policies and Procedures and I have the obligation to comply with such Policies and Procedures as they are amended from time to time, in conducting my duties as an Influencer, and as a condition to being allowed to continue to operate as an Influencer with “BENEVE”.
7. If I fail to comply with “BENEVE’S” Policies and Procedures and Beneve has notified me of my failure to comply via the email on my Influencer account, I acknowledge that I will be subject to sanctions up to and including forfeiture of my commissions and suspension, and or termination of my “BENEVE” Influencer business. “BENEVE” may terminate this Agreement in writing upon violation of the Policies and Procedures or any part of the Agreement. In such an event, “BENEVE” will pay no further commissions to me. I further understand that if I feel said discipline is unfair, or excessive, I may appeal said discipline for review by “BENEVE’S” PAC Team.
8. I acknowledge I can terminate this Agreement at any time. To terminate this Agreement, I must make a request in writing, sent to “BENEVE” by overnight delivery such as FedEx, certified mail, return receipt requested, email, fax, or by phone call to “BENEVE’S” Customer Service Center.
9. The term of this Agreement is one year from its date of acceptance by “BENEVE” unless terminated in advance of that date. At the end of the term, I understand that I can renew my Agreement for a further one-year term by paying an annual fee of \$39.95 USD (which amount is subject to change from time to time in “BENEVE’S” sole discretion), which amount represents the fee for my “BENEVE” back-office software and replicated websites. Provided you are in breach of this Agreement, “BENEVE” may terminate this Agreement and your position as an Influencer at any time, so long as “BENEVE” followed the steps outlined in the Influencer Bill of Rights. If your breach of “BENEVE’S” Agreement was severe enough to warrant termination, “BENEVE” will pay you all amounts owed up to and until the date of termination in accordance with this Agreement.
10. I acknowledge that I am responsible for supporting the Influencers I sponsor into “BENEVE”. I agree to maintain communication and be available to support those individuals within my “BENEVE” commissionable network.
11. I acknowledge that “BENEVE” expressly reserves all proprietary rights to the “BENEVE” name, logo, trademarks, service marks (“Proprietary Marks”), and copy-righted materials (“Copyrights”). I understand, acknowledge, and agree “BENEVE” has provided me with a non-exclusive license, during the term of the Agreement to use the “BENEVE” Proprietary Marks and Copyrights in conjunction with the marketing program provided to me and in accordance with the brand guidelines adopted by “BENEVE” from time to time. I further agree that I will not use “BENEVE’S” Proprietary Marks or Copyrights in any form

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whatsoever except as permitted in writing by “BENEVE” and in accordance with applicable law. I understand that I may not photocopy or duplicate any materials provided by or purchased from “BENEVE”, without written authorization.

12. I shall not use information gained through my involvement with “BENEVE” to facilitate direct contact with “BENEVE” agents or suppliers for the purpose of seeking confidential information or circumventing this agreement or establishing a business relationship outside of “BENEVE” with such agents or suppliers.

13. I understand that as an Influencer, I am free to select my own means, methods, and manners of operation and that I am free to choose the hours and location of my activities, as long as it complies with applicable law and is within countries where “BENEVE” is currently doing business within. – I further understand that my activities will be subject to the terms of the “BENEVE” Policies and Procedures, which are a part of the Agreement between me and “BENEVE”.

14. I acknowledge that I am not guaranteed any income, nor am I assured any profits or success. I certify that neither “BENEVE”, nor my sponsor has made any claims of guaranteed profits or representations of expected earnings that might result from my efforts, and I will not make any such claims or guarantees to others.

15. I acknowledge that I have the right to sign up as many personal customers as I wish. For each personal customer signed, I will receive a commission each month from their purchases and the purchases of additional customers in my downline network in accordance with the “BENEVE” Compensation Plan then in effect.

16. I agree to indemnify and hold harmless “BENEVE” from any and all claims, losses, damages, and expenses, including attorney’s fees, arising out of my actions or conduct in violation of this Agreement or in violation of applicable law, including the “BENEVE” Compensation Plan or the “BENEVE” Policies and Procedures. I agree that in order to recoup any damages and expenses it has incurred due to such violations, “BENEVE” may offset any commissions or other payments due to me.

17. In the event a dispute arises as to the respective rights, duties, and obligations under this Agreement, including the “BENEVE” Compensation Plan, or the “BENEVE” Policies and Procedures, I agree that any such dispute shall be submitted solely to confidential, binding arbitration as set out in the “BENEVE” Policies and Procedures. You understand that, absent this provision, you would have the right to sue in court and have a jury trial. You further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

18. Notwithstanding the foregoing, either party may bring an action in court seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights or judicial enforcement of an arbitration award.

19. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the applicable.

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20. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, without reference to its principles of conflict of laws.

21. I acknowledge that I have read and fully understand the “BENEVE” Compensation Plan and “BENEVE” Policies and Procedures. All changes thereto shall be effective upon verbal or written notice to me and become a binding part of this Agreement.

22. I acknowledge that this Agreement, the “BENEVE” Compensation Plan, and the “BENEVE” Policies and Procedures incorporated in this Agreement constitute the entire agreement between the parties and shall not be modified or amended except in writing signed by “BENEVE”. You may not assign this Agreement. “BENEVE” may freely assign this Agreement. Subject to the foregoing, this Agreement shall be binding upon and insure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

23. If any provision of the Agreement is determined to be invalid or unenforceable in part or in whole for any reason whatsoever, it shall be severed, and the validity of the remaining provisions or portions thereof shall not be affected thereby.

24. I acknowledge that neither party shall assert any claim as a class, collective, or representative action. This paragraph shall be enforceable where the applicable law permits reasonable class action waivers and shall have no effect where the applicable law prohibits class action waivers as a matter of law. You agree that any arbitration shall be conducted in your respective individual capacities only and not as a class action or other representative action, and you expressly waive your right to file a class action or seek relief on a class basis. If a decision is issued stating that applicable law precludes enforcement of any of this section limitations as to a given claim for relief, then the applicable claim must be severed from the arbitration.

25. During the term of this Agreement, and for one (1) year thereafter, I will not solicit or recruit “BENEVE” employees or Influencers (except those personally sponsored), whether active or inactive, to participate in a network marketing program whether or not such marketing company offers competing services or products. I acknowledge that my violation of this provision will result in my suspension, and or termination of my business, as well as all commissions and payments of any kind owed to me by “BENEVE”.

26. I understand and agree that certain personal information relating to me, and my business will be collected, used, and retained by “BENEVE” in accordance with its Privacy Policy, as amended from time to time, and otherwise in accordance with applicable Federal and State privacy laws, and I hereby consent to the same. I also consent to any amendments or revisions to the “BENEVE” Privacy Policy.

28. I authorize “BENEVE” to send me email messages, text messages, and/or notify me by phone regarding its products, services, compensation, and offer other topics that “BENEVE” determines may be of interest or benefit to me. I agree that my receipt of such messages will not be deemed a violation of any federal or state legislation or regulations.

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By signing below, I certify that I am voluntarily becoming a “BENEVE” Influencer with Beneve, LLC. I agree to act with integrity and abide by the Agreement, including the “BENEVE” policies and procedures as they are amended from time to time. I understand that “BENEVE” can modify this Agreement at any time. I understand that “BENEVE” is not liable for any statements made by “BENEVE” Influencers. I agree and understand that my sales results will determine my success with “BENEVE”. I have read this agreement and agree to abide by the terms of this agreement, including the “BENEVE” compensation plan and Policies and Procedures.

Applicant Signature_____ Date_____

Sponsor Signature_____ Date_____