



# BENEVE INFLUENCER AGREEMENT

I authorize Beneve, LLC. (Beneve) to charge the credit card on file with my Influencer account.

I authorize Beneve to charge my credit card on an ongoing monthly basis when I voluntarily choose to participate in the reoccurring "Autoship" program for my product purchases. I also authorize Beneve to charge my credit card \$39.95 for my annual Influencer membership fee, which may be canceled at any time by contacting Customer Support.

I have the legal authority to enter into this Influencer Agreement. I further acknowledge that the Beneve Compensation Plan and 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.

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.



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6. I understand that Beneve has established its Policies and Procedures and I must 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 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 the Beneve Influencer Advisory Committee (IAC).

8. I acknowledge I can terminate this Agreement at any time. To terminate this Agreement, I must state in writing via email (Support@Beneve.com), or send to Beneve via USPS certified mail, return receipt requested.

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 follows 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 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.



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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 (NCB/CRB) each week/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.

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.





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continued

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 these sections' 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 another network marketing program whether or not such marketing company offers competing services or products.

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.

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.