



POMIFERA

Independent Consultant Agreement



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INDEPENDENT CONSULTANT AGREEMENT

I am of legal age in the state of my residency. I agree that I am an independent contractor responsible for determining my own business activities and not an agent or employee of the Pomifera LLC.

I am responsible for the payment of all federal and state self-employment taxes and any other tax including sales tax that may be required under federal, state or regulating taxing agency. I understand that this position does not constitute the sale of a franchise or of a distributorship and that an enrollment fee of \$99.00 in US dollars is required for me to participate as an Independent Partner of the COMPANY. I further acknowledge and understand that the purchase of product is optional and is not required of me in order to participate as an Independent Partner of the COMPANY.

I agree that as a Pomifera LLC (also referred to as COMPANY) Independent Partner (also referred to as IP), I shall place emphasis upon the promotion and support for the stated goals of the COMPANY and the solicitation of non-IP individuals, businesses and organizations as customers.

Permissible IP purchases shall be automatically modified to comply with the exemption requirements set forth in any state's laws regulating business opportunities, should such apply.

In presenting COMPANY's stated vision and mission, I agree that such presentations shall be strictly according to the following format and that termination as an IP will occur if I fail to do so.

A. In each presentation given by the IP the prospect shall be directly informed that an enrollment fee of \$99.00 in US dollars will be charged by the COMPANY to become an IP of the COMPANY and that its explicit purpose is to emulate the foundational principles of the COMPANY.

B. I have carefully read, understood and agree to comply with the COMPANY's Terms and Conditions and Policies and Procedures. I further agree and understand that the COMPANY's Policies and Procedures are a binding part of this agreement. I understand that I must be in good standing and not in violation of any of the terms of this agreement in order to be eligible to receive any bonuses or commissions for the COMPANY.

The continuation of my COMPANY Independent Partnership or my acceptance of bonuses or commissions shall constitute my acceptance of the Terms and Conditions, the Policies and Procedures and any and all amendments pertaining to both.

C. In order to maintain a viable Marketing Program and to comply with the changes to federal, state and local laws and economic conditions, the COMPANY may provide additional Terms and Conditions for IPs from time to time, as well as to modify its IP Compensation Program and Policies and Procedures. Such additional Terms and Conditions, Policies and Procedures and Referral Award Plan modifications, and all changes thereto, shall

become a binding part of this Agreement upon publication on the official COMPANY website or other official COMPANY publications.

D. I understand that no Attorney General or other regulatory authority ever registers or reviews, endorses or approves any product, compensation program or COMPANY, and I will make no such claim to others.

E. I understand that none of the COMPANY's products have been approved by the U.S. Food and Drug Administration (FDA) and the COMPANY has not made any claims that any of its products prevent, mitigate or treat any medical condition nor will they offer any therapeutic value.

I agree to make no claims, implications or promises whatsoever verbally, in written form or through any sort of advertising that any of the COMPANY's products can be used for medical purposes or can be used to prevent, mitigate or treat, or prevent any medical condition or shall they be used for any therapeutic purpose or value.

I also agree that I will not make any claims, statements, or representations about the COMPANY's products that are not found on the COMPANY's websites or official marketing materials or are not specifically approved by the COMPANY.

I agree to indemnify the COMPANY and hold it harmless in the event I make any such unapproved statements that result in government investigation, government or private litigation, claims, regulatory action, or any other adverse event relating to the COMPANY or its products.

F. I understand that my position can be inherited or bequeathed but cannot be transferred or assigned during my lifetime without written consent of the COMPANY, which consent will not be unreasonably withheld. The COMPANY may charge a \$1000.00 transfer fee.

G. This Agreement shall be in effect upon its receipt and acceptance by the COMPANY at its Iowa offices either in written form, by mail or fax transmission or through the COMPANY's website.

H. I am responsible for supervising and supporting the IPs I refer or enroll into the program and in my commissionable downline.

I agree to maintain monthly communication and support to these IPs in my commissionable downline by the way of any of the following or combination thereof: Personal contact, telephone communication, written communication and attendance at IP meetings or in social media form.

I. As an IP of the COMPANY, I will be provided a personalized, replicated website and a welcome kit that includes basic tools to help in my capacity as an IP. COMPANY provides the following fulfillment to its IPs: Optional promotional materials fulfilled and shipped within sixty days of receipt of order and clearance of funds, subject to availability of items ordered. Commissions are payable to IPs according to the current Compensation Plan which is incorporated herein by reference.

COMPANY will provide optional, web-based, back office administration to all IPs for the term of their IP status. I agree to sell an annual retail total of \$600.00 in US dollars to continue my status as an IP in good standing

with the COMPANY. This will cover my renewal and also upkeep for my replicated website for the next 12-month period.

J. I will not make false, misleading or disparaging statements about the COMPANY, its employees or founders, the compensation plan, IP positions or the COMPANY mission and vision. Display of commission checks, the making of income projections and use of income testimonials to prospective IPs is strictly prohibited. I will conduct myself as an IP in a courteous, fair and ethical manner.

K. Change of original enroller is not permitted. IP and customer lists and names are owned by the COMPANY and may never be used for any commercial or business purpose without prior written consent of the COMPANY.

L. I understand that promotional products purchased from the COMPANY could be manufactured and shipped from various locations worldwide and I accept shipping delays beyond the control of the COMPANY. COMPANY will make its best effort to have all paid-in-full orders shipped within sixty days from the date of order and payment.

M. I understand that any return of product in my downline or customer base may result in a charge back against commissions or bonuses paid to me by the COMPANY.

N. I authorize the COMPANY to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

O. I agree that I will be solely responsible for paying expenses incurred by myself, including but not limited to travel, food, lodging, secretarial office, telephone, cell phone and other expenses.

P. I give permission to the company to contact me by email or text messaging for reasons including, but not limited to COMPANY announcements, bonus programs and promotions, changes in policy, etc.

Q. I understand that the company may charge me a check fee of \$2.95 for any payment made to me by company check or by wire transfer or by direct deposit.

R. I understand and agree that I will not solicit another Pomifera Independent Partner or entity to join another network marketing opportunity offered by another company during the term of my Pomifera Independent Partnership and for a period of one year after. Violation of this company policy may result in immediate termination. In addition, I may be subject to injunctive relief including possible civil penalties and monetary damages for engaging in such conduct.

S. I understand that the COMPANY provides me with a replicated website for the promotion of my Pomifera business. I agree that I will not use the replicated website for any purpose other than the promotion of my Pomifera Independent Partnership. I further understand and agree that I will not use the Pomifera name, logo, pictures or trademarks as part of a website or URL that I either own or am associated with. In addition, I agree not to use the COMPANY name, logo, pictures, trademarks or any of the COMPANY's published written content to optimize any other website position in a search engine search (other than the COMPANY provided replicated website). I further understand that doing any of the above may cause financial harm to the

COMPANY which may result in me being required to pay damages to the COMPANY for such actions and may also result in termination of my status as an IP of the COMPANY.

T. I understand and agree that I will not market or promote any outside service or product to any other COMPANY IPs. These include but are not limited to internet capture pages, and sales leads. It is further understood that in the course of my status as an IP of the COMPANY, I may produce marketing tools to assist my downline organization to grow their COMPANY Independent Partnership. In doing so, I agree that such marketing tools must first be approved by the COMPANY in writing and I will not charge for any such marketing tools at any time. Further to this, I understand that although I am allowed to conduct independent training events for the COMPANY, I may charge an admission fee for such events, however I will not charge more than necessary to cover my expenses and will not make a profit in doing so.

U. I understand that if I fail to comply with the terms of this agreement or Policies and Procedures of the COMPANY or any part of this agreement, the COMPANY, at its discretion, may terminate my Independent Partnership or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses and commission, loss of all or part of my downline marketing organization or customer base list. If I am in breach, default or violation of the agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales of such bonuses or commissions have been completed. If this agreement is terminated for any reason, I will forever lose my rights as an IP, including rights to my downline marketing organization and customer base list, and rights to compensation pursuant to the COMPANY's Marketing and Compensation Plan. If I wish to disassociate myself with the COMPANY and cancel my Independent Partnership, I may not be eligible to rejoin the company for a period of 12 (twelve) months.

V. This Agreement is governed under the Laws of the State of Iowa. The Parties agree that any claim, dispute or other difference between them shall be exclusively resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association with arbitration to be held in Iowa.

W. The term of this agreement is one year (subject to prior cancellation as provided in the Terms and Conditions and Policies and Procedures). If I fail to annually renew my Pomifera Independent Partnership, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as an IP. I shall not be eligible to sell the COMPANY's products and/or services, nor shall I be eligible to receive royalties, bonuses or other income resulting for the activities of my former down-line sales organization or customer base list. In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization or customer base list and customer base list and to any bonuses, commissions or other remuneration derived through the sale and other activities of my former down-line organization and customer base list. The COMPANY reserves the right to terminate all Distributor Agreements upon 30 days 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. IPs MAY CANCEL THIS AGREEMENT AT ANY TIME, AND FOR ANY REASON, UPON WRITTEN NOTICE TO THE COMPANY. Cancellation notice as it pertains to a refund of my enrollment fee, product purchases and marketing materials purchases: I understand that I may cancel my enrollment fee transaction, without penalty or obligation, for a full refund, within ten (10) business days from the date of this Agreement, exclusive of the date of signing or if processed electronically the date this

Agreement is submitted to Pomifera for processing. I understand that if I cancel after the ten (10) day period, I am not entitled to a full refund. This limitation is not applicable in Georgia or if superseded by any state law. If I cancel within the ten (10) business days from the date of this Agreement, any payments made by me under this Agreement and any instrument executed by me will be returned within ten (10) business days following receipt by Pomifera of my Cancellation Notice.

To cancel this Agreement, I must mail, via registered or certified mail, return receipt requested, or deliver personally with proof of signed receipt to Pomifera a signed, dated copy of a Notice of Cancellation, or send a telegram to:

Pomifera LLC,
3165 320th Street
Crawfordsville, IA 52621

I understand that, due to the nature of the Pomifera Compensation Plan, all purchases of product bundles or larger are subject to a 25% cancellation fee. Return of products and marketing materials may be subject to a 10% restocking fee at the sole discretion of the COMPANY. I further understand that product may not be returned for credit if it is opened from its original, sealed packaging or if it is past its shelf life unless the COMPANY allows otherwise. I also agree that any request for return of goods must first be approved by the COMPANY prior to its return and all shipping charges for the return of goods must be prepaid by me for delivery back to the COMPANY. Credits against a return will not include any shipping and handling charges that were paid by me when I originally purchased the goods.

Cardholder's Responsibilities: It is understood and agreed by you that you will not use your credit card in any way that is contrary to the laws of the United States or and any global government. You further agree that your use of your credit card relative to conducting any business with the COMPANY or purchasing any product or services binds you to the agreement between you and your credit card holder and the laws that are applicable for credit card use in the United States and any global government.

I understand that failure to comply with the above COMPANY Terms and Conditions and Policies and Procedures may result in the termination of Agreement and/or the COMPANY's Terms and Conditions and Policies and Procedures, the COMPANY may suspend my IP status and any payments due to me may be escrowed until final resolution has been achieved. I acknowledge that in the event of my violation of this Agreement and/or the COMPANY's Terms and Conditions and/or Policies and Procedures, my IP rights may be terminated without further commission or payments of any kind. I agree to indemnify and hold the COMPANY, its directors, officers or employees harmless from any and all claims, damages or expenses (including attorney fees) that may arise out of my actions or conduct in violation of this Agreement. I acknowledge the COMPANY'S Compensation Program is based on current products and is subject to change without notice.