



**Juuva Enterprise, Inc.
Terms and Conditions**

As a Juuva Brand Partner or Preferred Customer or Retail Customer I agree to these Terms and Conditions as part of my Enrollment with Juuva, and/or thereafter by Agreement to the same independent of my Enrollment.

- 1. Obligations and Representations.** I understand that to be a BRAND PARTNER, of Juuva Enterprises, Inc. (herein after “Juuva” or “the Company”)
 - a) I must be of legal age in the country in which I reside.
 - b) I and my spouse, if any, are considered as one registration, and that spouses may not enroll separately.
 - c) I have the right to offer for sale Juuva products and services in accordance with these Terms and Conditions and Juuva Policies and Procedures.
 - d) I have the right to build a Juuva sales organization.
 - e) I will train and motivate the Brand Partners in my downline marketing organization.
 - f) I will comply with all laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions and authorize Juuva to make any withholdings or other deductions, as may be required by any applicable law, ordinance, rule, or regulation.
 - g) I will perform my obligations as a Brand Partner with honesty and integrity.
 - h) I will use only the sales agreements and order forms which are provided by Juuva (or its approved system provider Summit Success, for the sale of goods and services, and I will follow all policies and procedures established by Juuva for the completion and processing of such agreements and orders.
 - i) I will not be involved in any competitive activities during Company events, on Company premises, or with Company resources or with Company Brand Partners.

- j) I will comply with Company policies regarding the personal registration of trademarks or URLs with the name Juuva (or similar name in any form) and agree that the same will be property of Juuva Enterprises, Inc., and will surrender the same to the Company upon request without expectation of compensation or reimbursement for expenses associated therewith.
2. **Presenting Juuva Products and Services.** I agree to present the Juuva Compensation Plan (also known as the “Juuva Prosperity Plan”) and Juuva products and services as set forth in official Juuva literature. In marketing Juuva, Juuva products or the Juuva opportunity I will avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices
3. **Treatment of Others.** I also agree not to disparage, demean or make negative remarks about Juuva, Juuva Brand Partners, Juuva products, Juuva Compensation Plan or Juuva employees, officers, or directors. Neither will I speak ill of others or spread rumors by repeating negative information which would diminish the Company or Brand Partners in the eyes of others.
4. **Return Policy.** Juuva will accept return/exchange products purchased within four (4) commissionable weeks following the purchase week or a maximum of thirty (30) days provided, there is no evidence of item(s) damage and the product is in re-saleable condition. A restocking fee may be charged. In the event of a manufacturing defect, Juuva will replace such product(s) with good and saleable product(s).
5. **Independent Contractor Status.** I agree that as a Juuva Brand Partner, I am an independent contractor and not an employee, agent, partner, legal representative, or franchisee of Juuva. I am not authorized to and will not incur any debt, expense, or obligation, or open any bank account on behalf of, for, or in the name of Juuva. I understand that I shall control the manner and means by which I operate my Juuva business, subject to my compliance with these Terms and Conditions, the Juuva Policies and Procedures, and the Juuva Compensation Plan (all of which are collectively referred to as the “Agreement”). I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS

AN EMPLOYEE OF JUUVA FOR TAX PURPOSES. Juuva may be responsible for withholding taxes and shall withhold or deduct from my bonuses and commissions, such taxes as may be legally required. I agree to be bound by all sales tax collection agreements between Juuva and all appropriate taxing jurisdictions, and all related rules and procedures.

6. **Juuva Back Office (JET).** Juuva may provide me with access to a personalized version of its proprietary Brand Partner Back Office (JET) for use as a Brand Partner in good standing. Juuva may or may not charge for such Back-Office access. The content provided belongs to Juuva and is provided for my convenience in the operation of my Juuva business. Personal information therein is protected by conventional password technology. Juuva will not be liable to me or others for any errors therein or breach of privacy by third parties. (*See Juuva Privacy Policy*)
7. **Juuva Policies.** I have carefully read and agree to comply with the Juuva Policies and Procedures and the Juuva Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions by this reference. I understand that I must be in good standing and not in violation of any of the terms of this Agreement to be eligible to receive any bonuses or commissions or title or rank designation from Juuva. I understand that these Terms and Conditions, the Juuva Policies and Procedures, or the Juuva Compensation Plan may be amended at any time at the sole discretion of Juuva, and I agree that any such amendments will apply to me. Notification of amendments shall be published in official Juuva materials and on the Company's official website and may be viewed in the library section of the Brand Partner's Back Office. The continuation of my Juuva business through the purchase of any products at Brand Partner prices, accessing the Juuva Back Office or my acceptance of bonuses or commissions shall constitute my continuing acceptance of these Terms and Conditions as well as all amendments.
8. **Term and Termination.** The term of this Agreement shall be in force and continue until I advise Juuva in writing that I no longer wish to be a Brand Partner and resign my rights thereto. However, Juuva may

terminate my status as a Brand Partner if I do not maintain a monthly minimum purchase requirement for 12 consecutive months. Juuva may then choose to purge me from its registry of Brand Partners and place me on its Preferred Customer List affording me such benefits and rights as may belong to a Preferred Customer. If I do not maintain a monthly minimum purchase requirement for 6 consecutive months, I will continue as a Brand Partner but will be deemed inactive. A reinstatement will be allowed provided I purchase the minimum requirement in any month within the next 6 months from date of becoming inactive. Juuva may terminate my account at any time for violation of the terms of this Agreement or Juuva Policies and Procedures including any amendments. If this Agreement is terminated for any reason:

- a. I understand that I will permanently lose all rights as a Brand Partner and I shall not be eligible to sell Juuva products or services or to receive commissions, bonuses, or other remuneration from the activities of my former downline sales organization;
 - b. I agree to forfeit and waive all rights I have, including but not limited to property rights, to my former downline organization, and to any commissions, bonuses, or other remuneration derived through the sales and other activities of my former downline organization;
 - c. I agree to immediately discontinue use of all Juuva trademarks, service marks, and copyrighted materials; and
 - d. I also agree that during the term of this Agreement regardless of the reason for termination or cancellation, that I will not solicit or recruit, as defined in the Juuva Policies and Procedures, any Juuva Brand Partner who is in my current or former downline organization or with whom I became acquainted by my participation as a Juuva Brand Partner.
9. **Assignment or Transfer.** As an enrolled Juuva Brand Partner, I may not assign any rights, enter into any partnership or bonus sharing arrangements, or delegate my duties under this Agreement without the prior written consent of Juuva. Juuva may freely assign this Agreement at any time. Any attempt by me to transfer or assign this

Agreement without the express written consent of Juuva may render this Agreement terminable at the option of Juuva and may result in termination of my business. However, Brand Partnership rights shall be allowed to transfer or assign due to: (1) death of Brand Partner; (2) permanent emigration to another country; (3) permanent incapacitation; and (4) by action of a legally created trust or other similar estate planning vehicle for the benefit of the Brand Partner, *provided* that, in each such case, the transferee agrees in writing to receive and hold the Brand Partner position so transferred subject to all of the provisions of this Agreement, including but not limited to this section, and there shall be no further transfer of such Brand Partner right or interest, except in accordance with the terms of this section, and all provisions of the Policies and Procedures; and *provided further*, that without the prior written consent of the Company, which may be withheld in the sole discretion of the Company, no more than three transfers may be made pursuant to this section, including all transfers by the Brand Partner and all transfers by any transferee. Such claims should be supported by Death Certificate, Migration documents, or Medical Certificate respectively. Transfer to his/her beneficiary should be in the following sequence: (1) to the legal and surviving spouse or; (2) to the next kin or; (3) to the heir other than the next kin based on a valid last will and testament. Juuva reserves the right to cancel the transfer or assignment of business right in the event that the transfer would result to preventing the Company from exercising its policy against involvement with other MLM Companies or dummy registrations, or more than one Brand Partnership being owned by an existing Juuva Brand Partner.

10. Breach of the Agreement. I understand that if I fail to comply with the terms of this Agreement, Juuva may, in its sole discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default, or violation of this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or

services when payment is due or am indebted to Juuva for any reason, including but not limited to commissions or bonuses paid on returned product(s), I authorize Juuva to withhold and retain the appropriate amounts from my bonus or commission checks or to charge my credit card(s) or other account(s) which I have placed on file with Juuva.

11. Limitation of Liability and Indemnification. Juuva and its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred as “affiliates”), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If Juuva is found to be in breach of this Agreement, the maximum amount of damages I may claim shall be limited to the amount of unsold inventory that I personally purchased from the Company and have remaining on hand. I release and agree to indemnify Juuva and its affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising from, or relating to my actions in the promotion or operation of my Juuva independent business and any activities related to it (for example, but not limited to, the presentation of Juuva products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable law or regulation, etc.), including any failure to use or consume Juuva products as suggested by the Company.

12. Entire Agreement. This Agreement and the Policies and Procedures, in their current forms and as amended from time to time by Juuva at its discretion, together constitute the entire agreement between Juuva and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall govern.

13. Waiver and Severability. Any waiver by Juuva of any breach of this Agreement must be in writing and signed by an authorized officer of Juuva. Waiver by Juuva of any breach of this Agreement by me shall

not operate or be construed as a waiver of any subsequent breach. If any provision of this 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.

14. **Survival.** Sections 9,10, 11, 13, 14, and 17 of this Agreement, as well as the covenants to protect Juuva's trade secrets, confidential information, intellectual property, and other proprietary materials, as set forth more fully in the Policies and Procedure, shall survive the termination of this Agreement.
15. **Resolution of Conflicts.** All issues relating to arbitration shall be governed by the laws of the State of Utah, USA. All disputes and claims relating to the Agreement shall be instituted before the proper court where Juuva has its principal place of business territory. If a Brand Partner files a claim or counterclaim against Juuva, he or she shall do so on an individual basis and not with any other Brand Partner or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Notwithstanding this Arbitration provision, nothing herein shall prevent Juuva from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Juuva's 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.
16. **Governing Law.** The parties consent to exclusive jurisdiction and venue before any court in the State of Utah, USA for purposes of seeking equitable relief and/or enforcing an award by an arbitrator or any other matter not subject to arbitration. I agree that notwithstanding any statute of limitation to the contrary that any civil action I wish to bring against Juuva for any act or omission relating to this Agreement must be brought within one (1) year from the date of the alleged act or

omission giving rise to the cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against Juuva for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.

17. **Use of Name and Image.** I authorize Juuva to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use. However, Juuva shall not be obligated to do so regardless of Title or Rank and shall be free to make such marketing and promotional judgments as it deems appropriate.
18. **Electronic Communication.** I authorize Juuva and its affiliates to communicate with me through phone text, electronic mail or fax at the email address or fax number provided in this Agreement. I understand that such phone texts or email may include invitations, offers or solicitations for the sale and purchase of Juuva products, sales aids, or service.
19. **Counterparts.** Faxed copies of the Brand Partner Enrollment form shall be deemed an original of this Agreement. To be valid, copies submitted to Juuva by fax must include the front and back of the document. Copies received electronically, including email, shall also be deemed to be an original of this Agreement.
20. **Data Protection.** This Agreement is entered into with Juuva referred to herein as Juuva Enterprises, Inc. or Juuva. I give consent for Juuva to process the personal data contained in this application/agreement and/or my enrollment form and application, and to transfer this personal data, together with information about my Brand Partner account structure, downline and future sales activities, to any of Juuva's worldwide subsidiaries and affiliated Companies, and to other Brand Partners who are in the same sales organization or distribution chain, for the sole purpose of administering the sales and distribution of Juuva's products and providing reports to its Brand Partners of sales activity in their sales organization. I understand that this transfer of information may be made to countries without a level of legal protection of privacy equivalent to that provided in my home country. I understand that if I receive sales reports containing personal data of

other Brand Partners, I agree that I will not use such data except in the administration and development of my sales organization, and that upon termination of my Brand Partner status with Juuva, I will immediately delete all such personal data from my files, except as otherwise required by law. The parties agree that this obligation survives the termination of this Agreement.

Revised 7-17-24

