

Levarti

LEVARTI MEMBER & AFFILIATE TERMS & CONDITIONS

Effective July 31, 2023. Last Revised August 29, 2023.

1. Authorization and Contract. By executing this Levarti Member and Affiliate Agreement (“Agreement”), you apply for legal authorization to become a Levarti Member. For an Affiliate enrolling or for a Member upgrading to become an Affiliate, you are applying as a business owner and enter into contract with Passport Partners LLC DBA Levarti (hereinafter “Company”). You acknowledge that prior to signing this Agreement you have received, read and understood the Company Income Disclaimer Statement, the Company Policies and Procedures, the Company Privacy Policy Notice, the Company Affiliate Pay Plan, and, if applicable, the Business Entity Registration Form, and all terms set forth in this Agreement. All documents shall be incorporated into this Agreement, thus collectively referred to as the “Agreement” hereinafter. Company reserves the right to reject any application for any reason within thirty (30) days of receipt.

2. Expiration, Renewal, and Termination. This Agreement will remain in effect until you voluntarily cancel the Agreement, your account becomes inactive and/or you fail to renew, or the Company terminates you as a Member or Affiliate, as outlined more fully in the Company Policies and Procedures. If you fail to renew your Company business, or if it is cancelled or terminated for any reason, you understand that you will permanently lose all rights as a Member or Affiliate. You shall neither be eligible to sell Company products or services, nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any commissions, bonuses, or other remuneration derived through the sales and other activities of your former downline organization. Company reserves the right to terminate all Member and Affiliate Agreements upon thirty (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. A Member or an Affiliate may cancel this Agreement at any time, and for any reason, upon written notice to Company. Company may cancel this Agreement at any time and for any reason upon written notice to the Member or Affiliate. Company may also take actions short of termination of the Agreement if the Member or Affiliate breaches any of its obligations under the Agreement.

3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of Company or your sponsoring Affiliate. As an Affiliate self-employed independent contractor, you will be operating your own independent business, buying and selling products available through Company on your own account. You have complete freedom in determining the number of hours that you will devote to your business and you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-NEC reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-NEC form electronically. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Presenting the Plan. You agree when presenting the Company Affiliate Pay Plan to present it in its entirety as outlined in official Company materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on Member and Affiliate volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by the Company. You also agree to present the Company Income Disclosure Statement, once available, to all prospective Affiliates and to instruct them to review it prior to enrollment. In the meantime using the Income Disclaimer, to prospective Affiliates.

6. Member and Affiliate Refunds/Returns. All Returns and Refunds of product or services shall abide by the Company return/refund policy as determined by the individual service offering and as further defined in the Company Policies and Procedures. All initial fees from Affiliates to Company shall be in accordance with the cancellation policy outlined within Section 15 below. All subsequent fees for services are nonrefundable. In the event of cancellation and upon Member and Affiliate request, Company shall repurchase all physical, marketable inventory for a 90% refund up to twelve (12) months from the original purchase date the product was purchased from Company. For purposes of this Section, marketable, physical inventory is defined as all products that are in a condition that would permit Company to resell.

6. Company's Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in the Company Policies and Procedures, information compiled by or maintained by Company, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the Company business including, without limitation, distributor lists, sponsorship trees, and all Company partner information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Company, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Company, Company grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (collectively, "Proprietary Information"), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and partner sales, earnings and other financial reports to facilitate your Company business.

7. Non-Solicitation Agreement. An Affiliate may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities (collectively, "Network Marketing"). However, during the Term of this Agreement and for one (1) year thereafter, an Affiliate may not recruit any Affiliate or Customer for any other Network Marketing business.

8. Images / Recordings / Consents. You agree to permit Company to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Company for any lawful purpose, and without compensation.

9. Modification of Terms. With the exception of the Dispute Resolution Section in the Company Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in the Policies and Procedures.

10. Governing Law. The formation, construction, interpretation, and enforceability of your contract with Company as set forth in this Member and Affiliate Agreement shall be governed by the laws of the State of Florida, United States of America, without giving effect to any choice of law rule that would cause the application of laws of any jurisdiction other than the laws of the State of Florida, except that the Federal Arbitration Act shall govern the Dispute Resolution provision of this Agreement and in the Company Policies and Procedures, without giving effect to any state law to the contrary. If any provision contained herein is found by a court of competent jurisdiction or an arbitrator or arbitral panel to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision.

Louisiana residents: Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to this Member and Affiliate Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

11. Dispute Resolution. PLEASE READ CAREFULLY THE DISPUTE RESOLUTION PROVISION IN THIS SECTION AND AS DESCRIBED IN THE POLICIES AND PROCEDURES (COLLECTIVELY THE

“DISPUTE RESOLUTION AGREEMENT”) AS IT AFFECTS HOW CLAIMS YOU MAY HAVE AGAINST THE COMPANY, OR CLAIMS THE COMPANY MAY HAVE AGAINST YOU, WILL BE RESOLVED. BY SIGNING AND SUBMITTING THIS APPLICATION, YOU AGREE TO BE BOUND BY THIS DISPUTE RESOLUTION AGREEMENT.

You understand and agree that the Dispute Resolution Agreement operates as a separate and distinct agreement that is severable from the remainder of this Member and Affiliate Agreement and is enforceable regardless of the enforceability of any other provision of the Member and Affiliate Agreement or the Member and Affiliate Agreement as a whole. You further understand and agree that the unenforceability of the Member and Affiliate Agreement in whole or in part shall not support a finding that the Dispute Resolution Agreement in this Section is unenforceable. The Dispute Resolution Agreement is accepted by and binding on the Company without need for its signature. Consideration for the Dispute Resolution Agreement includes, without limitation, the parties’ mutual agreement to arbitrate claims and the Company’s agreement to consider the application of this Agreement. The Dispute Resolution Agreement exists and is binding regardless of whether at some future point this Agreement is cancelled or terminated.

ANY CONTROVERSY, CLAIM OR DISPUTE OF WHATEVER NATURE BETWEEN THE COMPANY, COMPANY AFFILIATES, OWNERS, MEMBERS, MANAGERS, AND EMPLOYEES (“RELATED PARTIES”), ON THE ONE HAND, AND YOU AND/OR THE BENEFICIAL OWNERS OF AN AFFILIATE BUSINESS THAT IS A BUSINESS ENTITY, ON THE OTHER HAND, INCLUDING BUT NOT LIMITED TO THOSE ARISING UNDER OR RELATING TO THE AFFILIATE or Affiliate AGREEMENT OR RELATED TO THE SALE, PURCHASE OR USE OF COMPANY PRODUCTS (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) (“DISPUTE”) THAT CANNOT BE RESOLVED THROUGH NEGOTIATION OR MEDIATION AS SET FORTH IN THE COMPANY POLICIES AND PROCEDURES SHALL BE SETTLED EXCLUSIVELY BY CONFIDENTIAL, FINAL, BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR, OR, FOR DISPUTES IN EXCESS OF TWO MILLION DOLLARS (\$2 MILLION USD), A PANEL OF THREE ARBITRATORS, IN THE CITY OF ATASCADERO IN THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE THEN PREVAILING COMPREHENSIVE ARBITRATION RULES OF JAMS AND AS FURTHER DESCRIBED IN THE COMPANY POLICIES AND PROCEDURES.

YOU ALSO AGREE NOT TO INITIATE OR PARTICIPATE IN ANY CLASS ACTION PROCEEDING AGAINST COMPANY, WHETHER IN A JUDICIAL OR MEDIATION OR ARBITRATION PROCEEDING. YOU WAIVE ALL RIGHTS TO BECOME A MEMBER OF ANY CERTIFIED CLASS IN ANY LAWSUIT OR PROCEEDING AND AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY SUCH ACTION AGAINST COMPANY.

12. Time Limitation. If an Member or Affiliate wishes to bring an action against Company for any act or omission relating to or arising from this Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. The Member or Affiliate waives all claims that any other statutes of limitations apply.

13. Indemnification. The Member and Affiliate agrees to indemnify, defend, and hold harmless Company (together with its Related Parties, agents, other Affiliates, stockholders, members, employees, directors, officers, or attorneys, collectively “Indemnified Parties”) from and against any and all losses or liabilities (including attorneys’ fees) they may suffer or incur as a result of the Affiliate’s breach or alleged breach of this Member and Affiliate Agreement, including, without limitation, any terms or conditions of the Company Policies and Procedures.

14. Miscellaneous. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Company and supersede any prior

agreements, understandings and obligations between you and Company concerning the subject matter of your contract with Company.

15. Notice of Right to Cancel. You may **CANCEL** this application, without any penalty or obligation, within **THREE (3) BUSINESS DAYS** from the date of this Application (**FIVE (5) BUSINESS days** for Alaska residents, **FIFTEEN (15) DAYS** for Montana residents and **FIFTEEN (15) BUSINESS days** for North Dakota residents aged 65 or older). Maryland residents may cancel this agreement for any reason within three (3) months after the date of receipt of goods or services first ordered by written notice to the Company. Puerto Rico residents may cancel this agreement for any reason within ninety (90) days after enrollment.

If you cancel, any payments made by you at the time you submitted this Application will be returned within **TEN (10) BUSINESS DAYS** following receipt by the Company of your cancellation notice.

16. Submission of Electronic W-9. Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2), I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Citizen or other U.S. person.