



## SAVE10 DISTRIBUTOR (ASSOCIATE OR DIRECTOR) AGREEMENT

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### Terms and Conditions

I acknowledge that I have reviewed the Save10 Distributor Agreement, including these Terms and Conditions and the Save10 Policies and Procedures, which are hereby incorporated into and made part of this Save10 Distributor Agreement by reference (collectively, the "Agreement"). By signing below, I agree to comply with, and be bound by, the terms and conditions set forth in the Agreement.

I acknowledge and agree that the Agreement will become a binding agreement upon me and Save10, LLC, an Arkansas limited liability company, only upon acceptance by Save10, and that Save10 will notify me of acceptance of the Agreement via email to the email address I submit with this Agreement. I understand that Save10 has the right to accept or reject my application to become a distributor in its sole discretion. For purposes of this Agreement, Save10, LLC is referred to as "Save10". Save10 and its parents, subsidiaries and affiliates may be referred to herein collectively as the "Save10 Companies" or each individually as a "Save10 Company".

I understand that there is no purchase or investment necessary to become a distributor other than the purchase of, or payment fee for, a sales kit, which is sold "at company cost." (Purchase is optional in North Dakota). This "at cost" sales kit fee covers basic and ongoing sales and marketing materials and support in both written and electronic and online media formats, including product and service updates. As an extension to the initial "at cost" sales kit, a modest monthly fee may be charged for expanded "at cost" ongoing sales and marketing materials support, including back office accounting review, training updates, replicated website and communication tools to support the sales and marketing process. No other purchases of sales or training materials or other services are required to become a distributor and any purchase of sales aids, training materials or training is strictly voluntary. I understand that my advancement to higher qualification levels in the Save10 Compensation Plan is based upon my efforts to recruit and sign on new Distributors and Customers into the Save10 program. I also understand that if I choose to sponsor others to become Distributors and participate in Save10's Compensation Plan, I will not receive any compensation whatsoever for the act of sponsoring or recruiting, and that I will be compensated based upon the activities of me and other Distributors only to the extent of sales made for Customers to activate the Save10 app.

1. I, the undersigned applicant, represent that I am of legal age to enter into legally binding agreements, and that the information submitted in connection with my application to become a distributor is complete, true and correct. I agree to promptly notify Save10 of any changes to such information. I agree that I will be personally responsible for the performance of all the duties and obligations described in this Agreement.
2. I agree that as a distributor, I am an independent contractor responsible for my own business and not an agent, legal representative or employee of Save10. I acknowledge that my Distributor relationship is with Save10, LLC and not with any other Save10 Company or Save10 Merchant. I understand that as a distributor, I am free to select my own means, methods and manner of operation and that I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement. I shall have no power or authority to bind Save10, either directly or indirectly, and I will not take any action inconsistent with this limit of authority, including representing in any manner that I am an agent, representative, legal representative or employee of Save10 or any other Save10 Company. I acknowledge that as an independent contractor I am not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Save10 or any other Save10 Company to its employees. I understand that I am solely responsible for remitting any taxes and obtaining any business licenses or insurance required by regulations or authorities to conduct my business. I acknowledge and agree that I will not be treated as or represent myself as an employee for purposes of any federal, state or local statute, regulation, ordinance or other law.
3. I may terminate this Agreement for any reason, at any time, by giving Save10 prior written notice either by email or via letter at its address of record. Save10 may terminate this Agreement pursuant to the Save10 Policies and Procedures or in the event that I breach any part of this Agreement.
4. I acknowledge that as a distributor, I am not guaranteed any income nor am I assured any profits or success, and I certify that no claims of guaranteed profits or representations of expected earnings that might result from my efforts as a distributor have been made by Save10 or my sponsor. Similarly, I shall not represent directly or indirectly that any person may, can, or will earn any stated amount or that any Distributors are guaranteed success.
5. This Agreement shall become effective upon acceptance by Save10 and continue for an initial term of one (1) year unless sooner terminated as permitted herein. My relationship with Save10 may be extended for additional one-year periods by my agreement to the then current Save10 Distributor Terms and Conditions, and payment of Save10's annual renewal fee no later than 30 days after each Agreement anniversary date. The annual fee is for services provided by Save10 which include but are not limited to tracking of personal customers, tracking of downline Distributors and support services, including but not limited to materials and training information on the Save10 Website, and access to the Distributor support call center. I understand that failure to renew within the specified time frame shall result in termination of this Agreement and my relationship with Save10 and deactivation of my Distributor position, and shall result in the forfeiture of bonuses, commissions or other payments from Save10. However, those rights and obligations which by their nature are intended to survive termination of this Agreement shall survive, including without limitation the provisions governing dispute resolution, indemnification, non-solicitation, and confidentiality.
6. In the process of selling or otherwise promoting the Save10 program, I agree that I will operate in a lawful, ethical and moral manner and I agree to make no false or misleading statements regarding Save10 or about the various relationships between Save10, the Save10 Merchant(s) and me.

7. I understand that during any investigation by Save10 with respect to my breach of this Agreement or my conduct as a distributor, my Distributor status may be suspended by Save10, and any Save10 Payments which may be otherwise owing to me shall be held until final resolution has been achieved. I acknowledge that in the event Save10 determines that I have violated this Agreement, including the Save10 Policies and Procedures or the Save10 Compensation Plan, Save10 may terminate this Agreement and deactivate my Distributor position, in which event I will not be entitled to any Save10 Payments or further commissions or compensation of any kind.
8. I agree that I shall not engage in or perform any misleading, deceptive or unethical practices. I further agree to abide by all federal, state and local laws and regulations governing the sale or solicitation of the products marketed by Save10 and/or the Save10 Merchant(s), including but not limited to, all applicable anti-spam legislation and obtaining and maintaining any and all permits and licenses required to perform under this Agreement and I understand that I will be personally liable for any fines and other expenses incurred by Save10, any Save10 Company or any Save10 Merchant as a result of my failure to do so.
9. Save10 shall periodically make various sales literature, promotion materials, training and other products available for my use in conducting my business as a distributor. I, however, am under no obligation to purchase any quantities of those materials or services at any time. Rather, I will have the option to order and purchase any materials or services which I may choose. If I choose to purchase such materials then I may return any unused, unopened and currently marketable items for up to one year and receive a refund of 90% of the purchase price. I will be responsible for the cost of shipping said materials to Save10.
10. I acknowledge that I have the right to sign up as many personal Customers as I wish. For each personal Customer signed, I will be eligible to receive a commission from app activation fees from Customers in my Business Organization in accord with the currently valid Save10 Compensation Plan. I understand that eligibility to receive Save10 Payments is conditioned upon being an active Distributor with a valid Agreement in effect on the date such compensation is scheduled to be paid. Save10 reserves the right to vary or change eligibility as set out in the Save10 Compensation Plan.
11. I agree to indemnify and hold Save10, the other Save10 Companies, the Save10 Merchants and their respective shareholders, directors, officers and employees harmless from any and all claims, damages, and expenses, including any attorney's fees, arising out of my actions or omissions in connection with this Agreement.
12. This Agreement shall be governed by the laws of the state of Arkansas, as specified in Section H.8. of the Save10 Policies and Procedures. In the event of a dispute between Save10 and me as to our respective rights, duties and obligations arising out of or relating to this Agreement, it is mutually agreed that such disputes shall be exclusively resolved through the process and according to the provisions specified in Section H.8. of the Save10 Policies and Procedures ("Dispute Resolution, Mediation and Arbitration"). Save10 and I agree that, notwithstanding Section 13 below, to the extent of any inconsistency, the Dispute Resolution Provisions in the Save10 Policies and Procedures shall control. The Dispute Resolution Provisions require, without limitation, and except as otherwise expressly stated, that Save10 and I will resolve all disputes in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries. Both Save10 and I agree that all disputes will be resolved on an individual basis and that each may only bring claims against the other in an individual capacity (and not as a claimant or class member in any purported class or representative proceeding).
13. I acknowledge that Save10 fully reserves its right to amend this Agreement at any time by notifying me of the changes, including by posting the revisions on the Save10 Website ([www.Save10.com](http://www.Save10.com)). Any changes to this Agreement made by Save10 may apply: (A) upon the date of execution or posting of the amended Agreement on the Save10 Website, or (B) prospectively to some specified date in the amendment. Any such changes are incorporated as part of this Agreement. No amendment shall apply retroactively. This Agreement, including the Terms and Conditions, the Save10 Policies and Procedures and the Save10 Compensation Plan, which have been incorporated herein by reference, constitutes the entire agreement between the parties hereto and shall not be modified or amended except as described herein. In the event of a conflict between the Terms and Conditions and the Save10 Policies and Procedures or the Save10 Compensation Plan, the Save10 Policies and Procedures shall control. For purposes of this Agreement, my address as submitted by me with this Agreement shall be deemed to be my correct address unless and until notification of a change of address is provided by me to Save10.
14. I understand that I may not assign this Agreement without the prior written consent of Save10, which may be withheld, conditioned, or delayed in Save10's sole discretion. This Agreement shall be binding upon and inure to the benefit of heirs, successors and permitted assigns of the parties hereto.
15. If any provision of this Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby and such authority should reform this Agreement to the extent necessary to render the otherwise unenforceable provision or portion thereof valid and enforceable.
16. I acknowledge that I may receive proprietary and confidential data or information of Save10 and/or Save10 Merchant(s) which is not publicly known or available to the competitors of Save10 or Save10 Merchants, including but not limited to information about Save10 Customers, and Distributors ("Confidential Information"), and I agree that I shall treat such Confidential Information as strictly confidential and that I may not, directly or indirectly use, sell, lend, lease, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such Confidential Information to any person or entity for any purpose other than as authorized by Save10 in writing. I represent and warrant that I will comply with all Save10 Policies and Procedures relating to confidential and proprietary information, and I agree that all prohibitions against disclosure of Confidential Information shall survive the termination of this Agreement.
17. I agree that I shall not, during the term of this Agreement and for a period of one (1) year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any Customer of Save10, any other Save10 Company or any Save10 Merchant, whether or not I originally procured or brought such Customer to Save10 (such activities are collectively referred to and included herein as 'solicitation'). All Customers solicited by a distributor on behalf of Save10 are deemed to be Customers of Save10 and not of the Distributor. I understand that such non-solicitation prohibition shall be strictly enforced and that each other Save10 Company and each Save10 Merchant shall

be a third party beneficiary of this prohibition. Further, during the term of the Agreement and for a period of one (1) year thereafter, I may not enter into a direct marketing relationship with any Save10 Merchant. During the term of this Agreement and for a period of one (1) year thereafter, I shall not solicit a Save10 Distributor, whether active or inactive, to participate in a network marketing program offered by any other company. Without limiting in any way Save10's right to pursue all rights and remedies available to it, violation of this covenant and condition will result in, but is not limited to, forfeiture of all rights in any Distributor position and Save10 Payments, including all current and future commissions, bonuses and payments of any kind.

## STATE SPECIFIC ADDENDA

### 1. State of Georgia

- a. This addendum is applicable to Georgia participants only.
- b. This addendum shall supersede and override any provisions in the distributor agreement which shall be in conflict with addendum, except that any cancellation or buy-back provision in the distributor agreement, which is more favorable in terms to the distributor than this addendum, shall remain in full force and effect. The further purpose of this addendum is to set forth the rights of the distributor.
- c. Description of Products or Services: Save10 provides consumers access to a mobile app downloaded on IOS and Android devices that allows the consumer to receive a minimum 10% discount (excluding alcohol, cigarettes, and other merchandise expressly excluded by ordinances or laws; and excluding transportation fuel and groceries which shall be a minimum of 5% discount) on the entire purchase made at Save10 merchant locations, the merchants having agreed with Save10 to provide said discounts. Save10 has made agreements with a variety of merchants throughout the State of Georgia, as well as a plethora of merchants across the entire United States. Access to the App costs the consumer \$10 per month. In addition to training provided, as described below, Save10 provides recordkeeping of product sales, placement of persons in the distributor sales organization, access to the smart phone app, a variety of sales materials, access to conference calls for training and introduction of new sales tools. Additionally, distributors will have access to company-wide meetings. For more information, review the enclosed materials and the company's website at [www.save10.com](http://www.save10.com).
- d. Delivery Date of Products: Purchasers of the app will have access to the login activation immediately upon receipt of payment of the activation fee. Likewise, distributors will have immediate access to the activated smart phone app, as well as access to their back office and replicated website upon receipt of the applicable fees. For those distributors who purchase sales aids and business cards, the company will ship the order within three business days after the order has been received and receipt of payment in full. The methods of payment the company accepts are credit cards, debit cards or ACH bank drafts.
- e. Training: Save10 offers face-to-face training whenever we are in front of our distributors. The company also does a weekly distributor call, approximately 15 – 20 minutes per week, in which the company provides training. The company constantly posts YouTube training videos on the Internet. The company's policies and procedures require upline distributors to maintain contact with and train those whom they sponsor. In essence, training is a never-ending process, unless the distributor does not avail himself or herself to the training provided.
- f. **A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.**
- g. Cancellation and Buy-Back Policy. The company will honor minimum cancellation rights to the participant in accordance with OCGA § 10-1-415(d)(1), (2) and (3), which code sections provide as follows and are set forth verbatim:

"(1) If the participant has purchased products or paid for administrative services while the contract of participation was in effect, the seller shall repurchase all unencumbered products, sales aids, literature, and promotional items which were acquired by the participant from the seller; such repurchase shall be at a price not less than 90 percent of the original net cost to the participant of the goods being returned. For purposes of this paragraph, 'original net cost' means the amount actually paid by the participant for the goods, less any consideration received by the participant for purchase of the goods which is attributable to the specific goods now being returned. Goods shall be deemed 'resalable or reusable' if the goods are in an unused, commercially resalable condition at the time the goods are returned to the seller. Goods which are no longer marketed by the company shall be deemed 'resalable or reusable' if the goods are in an unused, commercially resalable condition and are returned to the seller within one year from the date the company discontinued marketing the goods; provided, however, that goods which are no longer marketed by a multilevel distribution company shall not be deemed 'resalable or reusable' if the goods are sold to participants as nonreturnable, discontinued, or seasonal items and the nonreturnable, discontinued, or seasonal nature of the goods was clearly disclosed to the participant seeking to return the goods prior to the purchase of the goods by the participant. Notwithstanding anything to the contrary contained in this paragraph, a multilevel distribution company may not assert that any more than 15 percent of its total yearly sales per calendar year to participants in dollars are from nonreturnable, discontinued, or seasonal items;

"(2) The repayment of all administrative fees or consideration paid for other services shall be at not less than 90 percent of the costs to the participant of such fees or services and shall reflect all other administrative services that have not, at the time of termination, been provided to the participant; and

"(3) The participant may be held responsible for all shipping expenses incurred in returning sales aids or products to the company but only if such responsibility of a canceling participant is disclosed in the written description of the cancellation rights."

**The cancellation and buy-back policy above is controlling and overrides any contrary language in any other company materials.**

- h. Pursuant to OCGA § 10-1-415(d)(3), notice is given that the participant shall be responsible for all shipping expenses incurred in returning sales aids or products to the company.
- i. Waiver of Personal Activity Requirement During First Six Months: Every Georgia distributor is excused from personal product purchase activity requirements during the first six months from the commencement of the distributor agreement. During this period, no minimum monthly purchase requirement is necessary to qualify as an active distributor or to qualify for bonuses. The waiver of qualifying purchase requirements is controlling and overrides anything to the contrary in other company materials.

## **2. State of Louisiana**

- a. This addendum is applicable to Louisiana participants only.
- b. This addendum shall supersede and override any provisions in the distributor agreement which shall be in conflict with addendum, except that any cancellation or buy-back provision in the distributor agreement, which is more favorable in terms to the distributor than this addendum, shall remain in full force and effect. The further purpose of this addendum is to set forth the rights of the distributor.
- c. **A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.**
- d. No purchase or investment is necessary to become a Company distributor other than the purchase of a distributor sales kit which is sold "at Company cost."
- e. Waiver of Personal Activity Requirement During First Six Months: During the first six months after commencement of the distributor agreement, every Louisiana distributor is excused from personal product purchase activity requirements to the extent that payment for product purchased when combined with any other consideration (e.g. sales kit) exceeds \$300. During this period, no total payment is excess of \$300, either by express condition or practical necessity may be required to qualify as an active distributor or to qualify for bonuses. The waiver of qualifying purchase requirements is controlling and overrides anything to the contrary in other Company materials. Other than purchase of sales kit, all purchases by a distributor are voluntary and are neither required by actual or practical necessity to participate fully in the marketing program.

### Prohibition:

Any payment by a distributor during his or her first 180 days in excess of \$300 which may be considered under La. R.S. 51:1821(2) as initial consideration required by express condition or practical necessity is strictly prohibited.

- f. The above restriction shall not in any way restrict the amount of retail sales.
- g. Upon termination, if the distributor has purchased products for inventory purposes or mandatory sales aids while the distributor agreement was in effect, all unencumbered products purchased within the previous 12 months which are in an unused and commercially resalable condition then in possession of the distributor shall be repurchased. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel. You may not re-join the Company for a period of six months after a resignation.
- h. Louisiana Law Applicable. In the event of a dispute for jurisdictional purposes, a distributor shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Louisiana and the governing law shall be Louisiana law

## **3. State of Oklahoma**

- a. This addendum is applicable to Oklahoma distributors only.
- b. The distributor agreement may be cancelled at any time and for any reason by a distributor notifying the company and the sponsoring distributor in writing of the election to cancel.
- c. If a distributor elects not to renew his or her distributor agreement, all rights to bonuses, marketing position and wholesale purchases cease. The terminated distributor's sales organization shall be transferred to his or her sponsor.
- d. If the distributor has purchased products for inventory purposes or mandatory sales aids while the distributor agreement was in effect, all unencumbered products in a resalable condition then in possession of the distributor, which have been purchases within twelve months of cancellation, shall be repurchased. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel.
- e. Any product purchases which have been previously represented by the terminating distributor as having been either resold or utilized for personal or family use

under the company's 70 percent rule or otherwise, are not subject to repurchase.

#### 4. State of Texas

- a. This addendum is applicable to Texas distributors only
- b. The distributor agreement may be cancelled at any time and for any reason by a distributor notifying the company and the sponsoring distributor in writing of the election to cancel.
- c. If a distributor elects not to renew his or her distributor agreement, all rights to bonuses, marketing position and wholesale purchases cease. The terminated distributor's sales organization shall be transferred to his or her sponsor.
- d. If the distributor has purchased products for inventory purposes or mandatory sales aids while the distributor agreement was in effect, all unencumbered products in a resalable condition then in possession of the distributor, which have been purchased within twelve months of cancellation, shall be repurchased. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel.
- e. Any product purchases which have been previously represented by the terminating distributor as having been either resold or utilized for personal or family use under the company's 70 percent rule or otherwise, are not subject to repurchase.

#### 5. State of Wyoming

The following refund policies shall be applicable to Wyoming distributors and shall supersede any policies that are less protective to Wyoming distributors.

1. A distributor may cancel participation in the distributor contract for any reason at any time upon notification in writing to the company of the election to cancel.
2. If the participant has purchased products while the contract of participation was in effect, all unencumbered products in a resalable condition then in the possession of the participant shall be repurchased by the company. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel.
3. Although the company does not have a purchase requirement, in the event such a requirement is made of participants in its marketing program to purchase products or services or pay any other consideration in order to participate in the marketing program, the following refund policy shall be applicable and the company agrees:
  - i. To repurchase all or part of any products which are unencumbered and in a resalable condition at a price of not less than ninety percent (90%) of the original net cost to the participant, taking into account any sales made by or through such participation prior to notification to the company of election to cancel.
  - ii. To repay not less than ninety percent (90%) of the original net cost of any services purchased by the participants; or
  - iii. To refund not less than ninety percent (90%) of any other consideration paid by the participant in order to participate in the marketing program.

#### \*\*\*NOTICE OF CANCELLATION\*\*\*

**I may cancel this transaction, without penalty or obligation, for a full refund, if postmarked within ten (10) business days from the date of this Agreement, exclusive of the date of signing. I understand that if I cancel after the ten (10) day period, I am not entitled to a full refund. This limitation is subject to and shall be deemed modified to reflect the limitations required 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 will be returned within fifteen (15) business days following receipt by Save10 of my Cancellation Notice. To cancel this Agreement, I must deliver personally or via courier or by registered or certified mail return receipt requested, a written, signed, dated copy of a Notice of Cancellation to: Save10, LLC, P.O. Box 24222, Little Rock, AR 72221. Where applicable state law on cancellation is inconsistent with Save10 policy, such state law shall be in force.**

Your digital signature is required. Enter the last four digits of your Tax Identification Number.

Yes, I want to become a distributor. I have not had any other interest and/or benefit in any other Save10 Distributor position within the 12 months prior to the effective date of this Agreement. I have read and agree to be bound by all provisions of this Agreement, including the Terms and Conditions, the Save10 Policies and Procedures and the Save10 Compensation Plan, all of which are incorporated into this Agreement and are available for me to review, store, or print at [www.Save10.com](http://www.Save10.com).

I verify that I have carefully reviewed and fully understand Save10's income opportunity presentation materials, which can be found at [www.Save10.com](http://www.Save10.com). I acknowledge that Save10 has a global commitment to integrity, and as a Save10 Distributor, it is my responsibility to uphold this commitment and always operate my business the right way.