

## AlkaViva LLC Dealer Contract

### Section 1 – Introduction

#### 1.1 Agreement / Enforceability

It is the responsibility of each IAD (Independent Authorized Dealer) to read, understand, agree and adhere to, the covenants of this contract during the electronic sign-up process and to ensure that he/she is aware of and operating under the most current version of this Dealer Contract. The most current version of the Dealer Contract will be posted on the company website for continuing review by each IAD.

You agree that by completing the electronic sign-up process you are agreeing to the terms and conditions of the AlkaViva Dealer Contract. You further agree that you consent and are recording your consent by signing electronically in the box labeled “I have read and agree to abide by the Terms and Conditions and the Dealer Contract”, and that this electronic form of consent is the legal equivalent of your manual signature and is represents your specific agreement to the terms and conditions of the AlkaViva Dealer Contract contained herein. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such will not in any way affect the validity of your consent or the enforceability of this contract.

#### 1.2 Purpose

To contractually define the relationship that exists between IADs and AlkaViva and to explicitly set a standard for acceptable business conduct. It explains and governs the relationship between you as an Independent IAD and AlkaViva

#### 1.3 Changes to the Dealer Contract

Because federal, state, provincial, territorial, and local laws, as well as the business environment, periodically change, AlkaViva reserves the right to amend the terms and conditions of the IAD Agreement and its prices from time to time at its sole discretion. By enrollment through the Online System, an IAD agrees to abide and be legally bound by all amendments or modifications that AlkaViva elects to make. Notification of amendments shall be published in official AlkaViva materials and posted on the company website. Amendments shall be effective upon posting of the changes on the company website, which is available to all active IAD's. The continuation of an IAD's business or an IAD's acceptance of overrides or commissions constitutes acceptance of any and all amendments.

#### 1.4 Delays

AlkaViva shall not be responsible for delays and failures in performing its obligations when the Company cannot complete its obligations due to circumstances beyond the Company's reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of product supply, or government decrees or orders.

### **1.5 Dealer Contract Severable**

If any provision of the IAD Agreement as it currently exists or as may be amended is found to be invalid, illegal, or unenforceable for any reason, only the invalid provision will be severed from the IAD Agreement; the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, illegal or unenforceable provision never comprised a part of the IAD Agreement.

## **Section 2 – Becoming an Independent Authorized Dealer (IAD)**

### **2.1 Requirements to become an AlkaViva IAD.**

To become an AlkaViva IAD, each applicant must:

- a) Be of the age of majority in his/her state, province, or territory of residence;
- b) Reside in the United States, a territory thereof, or any other geographic area that AlkaViva has approved for business;
- c) Have a valid U.S. Social Security, Federal Tax ID Number, Canadian Social Insurance Number or a valid Tax ID number/designation as issued by the government of any other country where AlkaViva is officially conducting business.
- d) Purchase an AlkaViva IAD Online Website Package and thoroughly review its contents.
- e) Review and agree to be bound by the AlkaViva Dealer Contract.
- f) Submit a properly completed online enrollment form through the official website of their enroller. The company reserves the right to reject any applications for new IAD's or applications for reinstatement.

### **2.2 IAD Membership / Online Website Package**

AlkaViva requires that new IAD's purchase a Membership and an Online Website Package also referred to as a "Web Store". The purchase of this platform will not be refunded for any reason.

#### **2.2.1 Email Correspondence**

As AlkaViva operates as an Internet company, its primary means of communication with each IAD is via email. Each IAD is responsible to monitor his/her own online business. When enrolling, each IAD consents to receiving email communications from AlkaViva. An IAD who "opts out" of receiving AlkaViva's email must be accountable for this action and in doing so agrees to hold AlkaViva harmless for any loss due to the lack of communication.

### **2.3 Identification and Business Center (BC) Usernames**

Unique usernames and passwords are chosen by the enrollee at enrollment in the Online System.

### **2.4 New IAD Registration by the Online System / Renewal**

An Enroller or the new IAD applicant must use the AlkaViva Online System to enroll and receive authorization for a new IAD business. The enrollee must provide the online system with all the necessary IAD Application and Agreement information. An IAD will receive an Online Website Package at this time using various approved

payment methods. AlkaViva will ship any new optional equipment or product ordered to the new IAD. The new IAD will have all the rights and privileges of an AlkaViva IAD for a period of 12 months from date of application upon which the IAD may renew their IAD business for the next 12 months for the yearly renewal fee of \$49.95. The payment of the annual renewal fee will:

- a) Automatically renew your AlkaViva Online Website Package.
- b) Renew your IAD Agreement and maintain your line of enrollership and any sales organization.
- c) Continue your entitlement to participate in the AlkaViva Dealer Program; purchase AlkaViva products; enjoy AlkaViva service support programs; participate in company promotions, contests, and recognition, and attend Company events with appropriate fee if required.

## **2.5 Minors**

A person who is recognized as a minor in his/her place of residence may not be an AlkaViva IAD.

## **2.6 IAD Benefits**

Once AlkaViva accepts an IAD's Application and Agreement, the benefits of the AlkaViva Dealer Program are available to the new IAD.

## **2.7 Failure to Renew**

Failure by an IAD to pay the annual renewal fee due in a timely fashion will render the IAD's Web Store inactive and the IAD will cease to have an active membership. The IAD can no longer earn or be paid commissions and forfeits his or her sales organization and customers to AlkaViva.

## **Section 3 – Operating an AlkaViva IAD business**

### **3.1 Adherence to the AlkaViva Dealer Program**

IAD's must adhere to the terms of the AlkaViva Dealer Program as set forth on the official AlkaViva company website and other materials. IAD's shall not offer the AlkaViva opportunity through any method of marketing that uses any non-company approved materials, including electronic media, internet based media, printed media or otherwise.

### **3.2 Advertising**

#### **3.2.1 In General**

IAD's shall safeguard and promote the integrity and reputation of AlkaViva its equipment, products and officers and employees in conducting their businesses. IAD marketing and promotion of AlkaViva the AlkaViva opportunity, the AlkaViva Dealer Program, and AlkaViva's products shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, illegal, unethical or immoral conduct or practices. IAD's may produce individual sales, marketing, and support materials to promote their AlkaViva businesses providing they receive written

approval from the company. Any IAD who desires to create his/her own promotional and marketing materials must submit a copy of the proposed materials to AlkaViva for review and written approval before he/she may use the information to promote his/her business or the AlkaViva opportunity.

### **3.2.2 Television and Radio**

IAD's may advertise on television and radio subject to AlkaViva's express approval, as in paragraph 3.2.1 above.

### **3.2.3 SPAM and Unauthorized Marketing Practices**

No IAD shall utilize SPAM or "Unsolicited Fax Blast" marketing, nor may an IAD violate any State or Federal "Do Not Call" registry. Any such activity will result in termination and may result in additional civil or criminal charges against the IAD.

### **3.2.4 Media Inquiries**

All IAD's must immediately refer any and all media inquiries regarding AlkaViva, its officers, shareholders, and employees to AlkaViva. This policy is designed to assure accurate and consistent information to the public, as well as a proper public image.

### **3.2.5 Trademarks and Copyrights**

a) The AlkaViva name, all Trademarks, all service marks, logos and any AlkaViva materials and company website content and the Online Website Package are proprietary trade names, trademarks, service marks, and /or logos of AlkaViva. As such, these marks are of great value to AlkaViva and are supplied to IADs for their use only in an expressly authorized manner. Use of these marks, logos or other proprietary information (or any deviation or derivation thereof) in whole or in part, on any item not authorized or produced by the company including but not limited to website URLs, company names or DBAs, sales or promotional material, etc., is prohibited except where authorized by the company. Any such use must contain the following required statement displayed in a prominent fashion in conjunction with the AlkaViva name: IAD's Name AlkaViva *Independent Authorized Dealer*

All IAD's may list themselves as an "Independent Authorized Dealer" or IAD in the white or yellow pages of the telephone directory under their own name. No IAD may place telephone directory display ads using AlkaViva's name or logo. IAD's may not answer the telephone by saying "AlkaViva" or in any other manner that would lead the caller to believe that he/she has reached the corporate offices of AlkaViva.

b) IAD's may not record any AlkaViva function or event, or produce for sale any recorded company functions or events. IAD's may not reproduce or copy any presentation or speech by any AlkaViva spokesperson, representative, speaker, officer, or other IAD.

IAD's may not reproduce for either sale or personal use any recording of company-produced audio or video presentations.

c) IAD's may not publish or cause to be published in any printed or electronic media, the name, photograph or other image or likeness, copyrighted publications or other writings, or proprietary property of individuals who are IADs with AlkaViva as spokespersons, officers, shareholders, or IAD's without first obtaining written

authorization from the individual and AlkaViva.

### **3.3 IAD Claims and Representations**

#### **3.3.1 Product Claims**

No claims as to therapeutic or curative properties of any equipment or products offered by AlkaViva may be made except those contained in official AlkaViva literature. In particular, no IAD may make any claim that AlkaViva products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only are such claims in violation of the IAD Agreement, but they also violate the laws and regulations of the United States and other jurisdictions.

#### **3.3.2 Income Claims**

IAD's may not make illegal income projections or income claims when presenting or discussing the AlkaViva opportunity or AlkaViva Dealer Program to a prospective IAD or customer. Hypothetical income examples that are used to explain the operation of the AlkaViva Dealer Program, are based solely upon hypothetical mathematical projections and are stated as such.

### **3.3 Commercial Outlets**

IAD's may sell AlkaViva products in commercial establishments.

#### **3.3.1 Internet Retailing and Marketing / Internet Website Sales**

AlkaViva takes the integrity and protection of its pricing, dealer opportunity and IADs investment in them very seriously. IADs in good standing may (a) sell AlkaViva products; and (b) promote the AlkaViva IAD program, on independent websites, that they own, and that have a unique URL so long as they conform to the following provisions. Non-compliance of any provision will result in disciplinary action as defined in item f) of this section.

a) Sales of AlkaViva products (new or used) are strictly prohibited on any third party sites including but not limited to, any online auction site such as but not limited to [www.ebay.com](http://www.ebay.com), online classified site(s) such [www.craigslist.com](http://www.craigslist.com), or non-specific online retailers such as but not limited to [www.amazon.com](http://www.amazon.com). Warranties are tracked by serial number on all ionizers and will be voided where any ionizer(s) is sold in an unauthorized manner.

b) AlkaViva products being displayed with pricing shall be required to display the AlkaViva banner style logo (available in your dealer resource center) that includes the tag-line "Authorized AlkaViva Dealer" and use approved web-copy and images.

#### **3.3.2 MAP Pricing Enforcement**

Any page showing AlkaViva products with pricing must display the approved current AlkaViva retail pricing only and show no "special pricing", "specials", "sales", "promotions", "packages" or other unique propositions or offers. Any violation of this section will result in disciplinary action up to and including termination per the outlined disciplinary policy.

d) AlkaViva's disciplinary policy in regard to this section is "Two Strikes and you are out". The process will generally follow this process:

- 1) A formal verbal and /or written warning and demand to cease non-compliant practices from AlkaViva Compliance. The warning will require a response from the IAD within 48 hours;
- 2) Second Offense (or failure to comply with the First Offense demand to cease): Termination of the AlkaViva IAD.

### **3.4. Sales Organization Reports**

All Sales Organization Reports are confidential and constitute proprietary business trade secrets belonging to AlkaViva. Sales Organization Reports are made available to IAD's in strictest confidence for the sole purpose of assisting IAD's in developing their AlkaViva businesses through their respective sales organizations. IAD's should use their Sales Organization Reports to manage, motivate, and train their IAD's.

### **3.5 Deceptive Practices**

All AlkaViva IAD's shall truthfully and fairly describe AlkaViva products, the AlkaViva opportunity, AlkaViva Dealer Program, and Dealer Contract in all discussions with potential IAD's. This obligation of fair and complete disclosure shall include, without limitation, the following:

- a) An IAD may not engage in "bait and switch" advertising. Bait and switch advertising consists of any misleading or deceptive offer or practice by which a prospective customer or prospective IAD is lead to reasonably believe that the IAD is offering a product, service, or opportunity (e.g., employment) which the IAD in truth does not intend to or cannot offer.
- b) An IAD shall not state that profits are guaranteed for any AlkaViva IAD. IAD's should explain that AlkaViva IAD's can expect to be successful only through substantial individual and team efforts.
- c) An IAD shall not state that any regulatory, consumer, or business agency has approved or endorsed AlkaViva's Dealer Program or Products.

### **3.6 Independent Contractor Status**

IAD's are independent contractors and are not purchasers of a franchise or business opportunity. The agreement between AlkaViva and its IAD's does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the IAD. All IAD's are responsible for paying their own Sales Taxes. All IAD's are responsible for paying their own income and employment taxes. IAD's will not be treated as an employee for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, the Social Security Act, state unemployment acts, state employment security acts, state worker compensation Acts, or the Canadian Social Insurance Act, and applicable federal, provincial, and/or territorial unemployment insurance acts, worker compensation acts, income tax acts, or any other federal, state, provincial, or territorial tax or obligation required of employers. Per Federal Tax laws, AlkaViva requires IAD's to provide their Social Security or Federal Taxpayer Identification Number by completing an IRS Form W-9 when the



IAD has earned \$600 or more in commission. Commissions will be withheld until a completed IRS Form W-9 has been submitted. AlkaViva uses this number to identify IAD's for tax purposes only. IAD's acknowledge that it is their responsibility to furnish a true and correct IRS Form W-9 and that failure to do so on their part, and any fines resulting, are the sole responsibility of the IAD.

### **3.7 Insurance**

#### **3.7.1 Business Pursuits Coverage**

You may wish to arrange for adequate insurance coverage for your business. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present homeowner's policy. Per Section 7.2.3 AlkaViva require all dealers to use professional, licensed and bonded plumbers or contractors for any product sold by AlkaViva that requires under sink installation, or installation directly connected to the cold water line under your sink (versus counter top installation connected to your faucet with a diverter). AlkaViva will not be held responsible for any damages caused by improper installation.

#### **3.7.2 Product Liability Coverage**

AlkaViva maintains insurance to protect the Company and IAD's against product liability claims. AlkaViva's product liability policy does not extend coverage to claims that arise as a result of an IAD's misconduct in marketing the products or due to improper use and/or installation of the company's products.

### **3.8 Adherence to Laws and Ordinances**

Compliance with local, Federal, State, Local, and Territorial Laws and Regulations IAD's shall comply with all federal, state, local, provincial, and territorial laws and regulations in the conduct of their businesses. The violation or attempted violation of any such law or regulation shall be grounds for disciplinary action by AlkaViva and its *IADs and Dealers Board of Representatives* as in paragraph 2.4 above.

### **3.9 Sale, Transfer, or Assignment of an IAD.**

IAD 's may sell, transfer, or assign (collectively, "transfer") any of his/her rights in a AlkaViva IAD, upon approval by AlkaViva and execution of a new Dealer Contract.

### **3.10 Succession**

Upon the death or incapacitation of an IAD, his/her rights to commissions, Overrides, and Sales organization, together with all IAD responsibilities, shall pass to his/her successors in interest upon the receipt of a written application by AlkaViva compliance with this Dealer Contract, and approval by AlkaViva. The successor(s) must:

- a) Execute an IAD Agreement;
- b) Comply with this Dealer Contract.
- c) Meet all of the qualifications under the AlkaViva Dealer Program. The successor(s) are obligated to conduct the business in accordance with the Dealer Contract.

### **3.11 Income Taxes**

Every year AlkaViva will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who had earnings of more than \$600 in the previous calendar year, or who made purchases during the previous calendar year in excess of \$5,000. Each IAD is responsible for paying federal, local, state, provincial, and territorial taxes on any income generated as an independent IAD. If an IAD is tax exempt, the Federal Tax Identification Number must be provided to AlkaViva. Per Federal Tax laws, AlkaViva requires IADs to provide their Social Security or Federal Taxpayer Identification Number by completing an IRS Form W-9 when the IAD has earned \$600 or more in commission. Commissions will be withheld until a completed IRS Form W-9 has been submitted. AlkaViva uses this number to identify IADs for tax purposes only. IADs acknowledge that it is their responsibility to furnish a true and correct IRS Form W-9 and that failure to do so on their part, and any fines resulting, are the sole responsibility of the IAD.

### **3.12 Territories**

There are no exclusive territories for marketing AlkaViva products or services, though AlkaViva may at its future discretion assign them.

### **3.13 Trade Shows and Expositions**

IAD's may, with upon company written approval, display and/or sell AlkaViva products at trade shows and expositions. All literature displayed at the event must be official AlkaViva or company approved literature and must clearly identify the individual(s) as an IAD.

### **3.14 Conflicting Enrollments**

Every prospective IAD has the ultimate right to choose his/her own Enroller. If there is any question concerning enrollership of an IAD, the final decision will be made by AlkaViva.

### **3.15 Cross-line Raiding**

Cross-line raiding is strictly prohibited. "Cross-line raiding" is defined as the enrollment of an individual or Entity that already has an Online IAD Agreement on file with AlkaViva or who has had such an agreement within the preceding six (6) calendar months within a different line of enrollership.

### **3.16 Permissible Methods of Transferring Lines of Enrollership**

An IAD may voluntarily cancel his/her IAD in writing and reapply after six (6) full calendar months for a new IAD under another line of enrollership. The date on which AlkaViva receives the IAD's written cancellation notice establishes the start date for accumulating the six-full-calendar-month period. Upon receipt by AlkaViva of an IAD's cancellation notice, the IAD forfeits all rights to the IAD's and Web-based Retail Customers under his/her previous line of enrollership, as well as any Overrides or commissions accruing from their sales volume. The canceling IAD's sales organization IAD's and Web-based Retail Customers will remain in the Sales organization of than enroller of the terminating IAD. When an IAD has become "orphaned" by its upline for





any reason and the IAD is without any upline training, mentoring and support, transferring lines of enroller may be permitted with written approval by AlkaViva.

## **Section 4 – Responsibilities of IADs and Enrollers**

### **4.1 Ongoing Supervision, Training and Sales**

AlkaViva provides training in product knowledge, effective sales techniques, the AlkaViva Dealer Program, and this Dealer Contract. IAD's are additionally encouraged to motivate and train new IAD's.

### **4.2 Maligning**

In setting the proper example for their sales organization, IAD's must not malign other AlkaViva IAD's, AlkaViva's Products, AlkaViva's Suppliers or agents, the AlkaViva Dealer Program, the AlkaViva Owners, Officers or the Company's employees.

### **4.3 Reporting Policy Violations**

IAD's observing a policy violation by another IAD should bring the violation directly to the attention of the AlkaViva.

## **Section 5 – Sales Requirements**

### **5.1 Equipment and Product Sales**

a) The AlkaViva Dealer Program is based upon the sale of AlkaViva equipment, products and services to end consumers. The following requirements must be satisfied in order for IADs to be eligible to receive commissions:

#### Dealer Price Level 1 (D1)

Ongoing Qualification to receive D1 commissions and wholesale pricing: Active membership. Annual renewal is \$49.95.

Advancement to D2: You are promoted to D2 after achieving a \$5,000 cumulative total in personal sales through your D1 web store. There is no time limit on achieving the cumulative total.

#### Dealer Price Level 2 (D2)

After the qualifying purchase of a retail ionizer, you may buy-in at D2 by purchasing a \$5,000 Inventory Package of products at D2 Level wholesale pricing.

Ongoing Qualification to receive D2 commissions and wholesale pricing: Active membership and one electric ionizer sale or \$2,000+ in personal sales every six months from date of promotion to D2. Dealer level reverts back to D1 if not met.

Advancement to D3: You are promoted up to D3 after achieving a \$5,000 cumulative total (no time limit) in personal sales through your D2 web store.

### Dealer Price Level 3 (D3)

After the qualifying purchase of a retail ionizer, you may buy-in at D3 by purchasing a \$8,000 Inventory Package of products at D3 Level wholesale pricing.

Ongoing Qualification to receive D3 commissions and wholesale pricing: Active membership and one electric ionizer sale or \$2,500 in personal sales every four months from promotion date to D3. Dealer Level reverts if sales qualification is not met. If you meet the D2 qualification, you revert to D2. If not, you revert to D1.

b) Per Federal Tax laws, AlkaViva requires IAD's to provide their Social Security or Federal Taxpayer Identification Number by completing an IRS Form W-9 when the IAD has earned \$600 or more in commission. Commissions will be withheld until a completed IRS Form W-9 has been submitted. AlkaViva uses this number to identify IADs for tax purposes only. IAD's acknowledge that it is their responsibility to furnish a true and correct IRS Form W-9 and that failure to do so on their part, and any fines resulting, are the sole responsibility of the IAD.

### **5.2 Retail Customer Sales and Advertising Pricing Limitations**

IAD's may sell AlkaViva Products at any price they choose but they must not advertise by any method whatsoever retail pricing that is less than the current AlkaViva Retail pricing, as shown on the AlkaViva corporate website. This applies to print advertising, radio advertising, television advertising, internet based advertising, electronic mail or by any other method whatsoever. Under no circumstances may an AlkaViva IAD sell any AlkaViva products or equipment on any online auction site. An IAD's failure to comply with this rule may result in the immediate involuntary cancellation of his/her IAD Agreement.

### **5.3 Advertising Specials is Unauthorized**

IAD's may advertise "Free Shipping" and "tax included". IAD's may not advertise total price reducing discounts involving "special pricing", "specials", "sales", "savings", "promotions", "packages", or other unique proposition offers or incentives in an attempt to circumvent the MAP pricing policy. Sales tax should be charged and paid to the Government by IAD's as may be required by their local laws and ordinances. All IAD's must provide their Retail Customers with an official AlkaViva sales receipt. These receipts outline the Customer Refund Warranty for AlkaViva products, as well as any consumer protection rights.

### **5.4 Inventory requirement**

IAD's are not required to carry inventory of products or sales aids other than the purchase of the Online Marketing Website and Platform. Each IAD must make his/her own decision with regard to inventory. Excessive purchases of inventory prohibited.

## **Section 6 – Overrides and Commissions**

### **6.1 Override and Commissions**

AlkaViva pays commissions weekly makes them available for electronic payment 14

days after the commissions are earned. An IAD must review his/her commissions and report any errors or discrepancies to AlkaViva within thirty (30) days from the date of the commission. Errors or discrepancies which are not brought to AlkaViva's attention within the thirty-day period will be deemed waived by the IAD.

### **6.2 Adjustment of Overrides and Commissions**

IAD's receive Overrides and commissions based on the actual sales of products to end consumers. When a product is returned to AlkaViva for a refund, the associated overrides and commissions will be deducted.

### **6.3 Unclaimed Commissions and Credits**

IAD's must collect commission and override payments within six (6) months or (180) days of their available date. Payments that remain uncollected after six months will be voided.

## **Section 7 – Product Guarantees, Returns, and Inventory Repurchase**

### **7.1 Product Exchange**

AlkaViva warrants the quality of its products and shall exchange any defective product. Anyone returning a damaged or defective product must contact AlkaViva Dealer Support at (775) 324-2400.

### **7.2 Product Warranty**

The AlkaViva Lifetime Warranty (Limited) begins on the original purchase date. The AlkaViva warranty covers the purchase for LIFE on all ionizer parts (not accessories) and 100% of labor costs in the first 5 years. After the 5 years, the purchaser is responsible for any labor costs to a maximum of \$199. AlkaViva will cover all shipping costs for any return under warranty in the first 30 days. After that, the purchaser is responsible for all shipping costs. Items that have not been assigned an RMA number will not be accepted. Labor is billed at \$115/hr., to a maximum of \$199 per occurrence. Average repair time is less than one hour. Minimum charge is \$90. This warranty only covers failures due to defects in materials and workmanship which occur during normal use. This warranty does not cover damage which occurs in return shipment, or failures which are caused by products not supplied by the warrantor, damage due to mineral build up, or failures which result from accident, misuse, abuse, neglect, mishandling, faulty installation, misapplication, improper insertion of consumables, set-up adjustments, maladjustment of consumer controls, improper operation or maintenance, alteration, modification, power line surge, improper voltage supply, commercial use, or service by anyone other than an AlkaViva authorized repair facility, or damage attributable to acts of God. There are no express warranties except as listed above. The warrantor is not responsible for incidental or consequential damage; for damages arising out of the use of any unauthorized attachment; or for damages resulting from the use of the product with a defective water faucet. This warranty does not cover repairs caused by customer neglect or environmental damage including, but not limited to mineral build-up caused by hard water. It is the IAD's responsibility to inform and educate their down line and customers concerning

appropriate pre-filtration precautions. All express and implied warranties, including the warranties of merchantability and fitness for particular purpose, are limited to the applicable warranty period. Repair and/or replacement will be at the final discretion of AlkaViva.

Limited Lifetime Warranty is valid for the life cycle of each ionizer as long as parts are still being manufactured and/or available, but not discontinued. AlkaViva reserves the right to substitute, discontinue, alter or modify any product or part thereof, at any time, without prior notice. Warranty is voided if repairs are made by anyone other than an AlkaViva repair technician.

AlkaViva strongly recommends the timely replacement of Filters, based on usage, with only AlkaViva genuine filter replacement products, to ensure peak performance and longevity from your unit. The use of non-genuine AlkaViva filters are not approved by AlkaViva and will void the ionizer warranty.

### **7.2.1 Warranty Date**

The AlkaViva warranty is tracked by serial number. The warranty period begins on the original date of purchase from AlkaViva.

### **7.2.3 Equipment Installation**

AlkaViva does not perform in any way, or warrant the installation of, its equipment. For under sink installations, or installations directly connected to the cold water line (versus counter top installation connected to your faucet with a diverter), AlkaViva requires installation be performed by a qualified, licensed and bonded professional plumber or contractor, and adheres to local and national plumbing codes and standards. Neither AlkaViva nor its manufacturers, make any warranty as to damages caused by water leaks and /or damage of any kind caused by improper installation.

## **7.3 Fourteen (14) Day Return Policy**

### **7.3.1 Retail Purchase**

AlkaViva obligates its IAD's to honor the Company's 100%, unconditional, 14-day, money-back guarantee to all Retail Customers. If for any reason a Retail Customer is dissatisfied with any AlkaViva product, he/she may return the product to the IAD from whom the product was purchased within fourteen (14) days from the date of purchase for a replacement, exchange, or full refund of the purchase price. If the Retail Customer requests a refund, the IAD who sold the product to the Retail Customer must immediately refund the Retail Customer's purchase price. AlkaViva will not accept returned merchandise directly from Retail Customers.

### **7.3.2 Web-based Retail Customers**

AlkaViva offers Web-based Retail Customers a 100% 14-day, money back guarantee on their retail product order. If for any reason a Web-based Retail Customer is dissatisfied with any AlkaViva equipment or product purchase, he/she may return that product to the Company within fourteen (14) days for replacement, exchange, or

full refund of the purchase price.

### **7.3.3 Wholesale Purchases**

Independent Authorized Dealer (IAD's) purchasing Wholesale Products are liable to refund any returns directly to the customer. All wholesale sales between an IAD and AlkaViva are FINAL.

## **Section 8 – Dispute Resolution and Disciplinary Proceedings**

### **8.1 Disputes between IADs**

#### **8.1.1 Grievances and Complaints**

When an IAD has a grievance or complaint with another IAD regarding any practice or conduct in relationship to their respective AlkaViva businesses, the complaining IAD should first discuss the problem with the other IAD. If the matter cannot be resolved, it must be reported in writing to AlkaViva. AlkaViva Compliance will review the complaint and make a final decision.

#### **8.1.2 Complaint Review**

Upon receipt of a written complaint, AlkaViva Compliance will investigate the matter, review the applicable policies, and render a decision on how the dispute shall be resolved. AlkaViva Compliance may also issue disciplinary sanctions consistent with the provisions of Section 9.3.

### **8.2 Disputes between AlkaViva and its IADs**

#### **8.2.1 Arbitration**

All disputes and claims relating to AlkaViva its AlkaViva Dealer Program, its equipment, products, the rights and obligations of its IAD's and AlkaViva or any other claim or cause of action relating to product purchase(s) or performance, commissions either of an IAD or of AlkaViva under the IAD Agreement, shall be settled totally and finally by arbitration in Reno, Nevada. There shall be one arbitrator, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding upon the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any cancellation or expiration of the IAD Agreement. Nothing in this Dealer Contract shall prevent AlkaViva from applying to and obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction, permanent injunction, or other available relief to safeguard and protect AlkaViva's interests. The existence of any IAD claim or cause of action against AlkaViva does not preclude AlkaViva from enforcing the IAD's covenants and agreements contained in the IAD Agreement. Louisiana residents may arbitrate in New Orleans.

#### **8.2.2 Jurisdiction, Venue, and Choice of Law**

Jurisdiction and venue of any matter not subject to arbitration shall reside in Washoe County, Nevada or in the United States District Court, in and for the District of Nevada. By signing the IAD Application Agreement, all IAD's consent to jurisdiction within these two forums.

### **8.3 Disciplinary Actions**

All of the covenants in the IAD Agreement are material terms to the agreement between AlkaViva and each IAD. Violation of any of the terms and conditions of the IAD Agreement, or any illegal, fraudulent, deceptive, or unethical business conduct by an IAD may result, at AlkaViva's discretion, in one or more of the following corrective measures up to and including immediate termination:

- a) Issuance of a written warning or admonition;
- b) Denial of advancement or recognition awards;
- c) Imposition of a fine, which may be imposed immediately or withheld from override and commission payments;
- d) Loss of rights to one or more overrides and commission payments;
- e) Suspension of the individual's IAD Agreement for one or more months or other time frames;
- f) Any other measure which AlkaViva deems appropriate to equitably resolve the issue.

## **Section 9 – IAD Account Information Updates**

### **9.1 Change of Address or Telephone Number**

IADs are responsible to update their personal information section located within their AlkaViva Online Website e-Office area.

### **9.2 Changes to IAD Information**

Each IAD is responsible to immediately update their own personal account information section of their AlkaViva Online Website e-Office area with any changes to the information contained on the IAD's Application and Agreement and or Dealer Contract, including but not limited to the Social Security number or Federal I.D. number, account name change or a change in the form of ownership from an individual proprietorship to a business entity.

## **Section 10 – Inactivity and Cancellation Policies**

### **10.1 Inactivity**

IAD's who do not meet the Active Membership requirement will not be eligible to receive commissions for their personal sales or sales of their sales organization. Any commission earned while the dealer is not active will be permanently forfeited.

### **10.2 Involuntary Cancellation**

An IAD's violation of any of the terms of the IAD Agreement, including any amendments which may be made by AlkaViva in its sole discretion from time to time, could constitute a material breach of the IAD Agreement and may result in the



cancellation of the IAD. Involuntary Cancellation of an IAD will result in the IAD's loss of all rights to his/her customers, sales organization and any overrides and commissions generated thereby. An IAD whose Agreement is involuntarily cancelled shall receive commissions and overrides only for the last full calendar week and last full calendar month prior to termination. When an IAD is involuntarily cancelled by breach of this agreement, the IAD will be notified by either email and / or certified mail at the addresses on file with the Company. Cancellation is effective on the date of the notice. In the event of such Involuntary Cancellation, the IAD must immediately cease representing himself/herself as an AlkaViva IAD. The IAD may appeal the termination to AlkaViva Compliance. The IAD's appeal must be in writing and must be received by the company within fifteen (15) calendar days of the date of AlkaViva's cancellation letter and include any supporting documentation or other evidence.. If AlkaViva does not receive the appeal within the fifteen-day period, the cancellation will be final. AlkaViva Compliance will review the written appeal and reconsider the termination, consider any other appropriate action, and notify the IAD in writing of its decision. The decision of AlkaViva Compliance will be final. An IAD whose IAD Agreement is involuntarily canceled may reapply to become an IAD six (6) calendar months from the date of cancellation. It is within AlkaViva's sole discretion whether to permit such an individual to again operate an AlkaViva business.

### **10.3 Voluntary Cancellation**

An IAD may cancel his/her Agreement with AlkaViva at any time and for any reason by providing written notice to AlkaViva indicating his/her intent to discontinue his/her Agreement. The written notice must include the IAD's signature, printed name, address, and other appropriate identification.

### **10.4 Effects of Cancellation**

Following an IAD's voluntary or involuntary cancellation, such former IAD shall have no right, title, claim, or interest to the customers, sales organization ,which he/she operated or any override and/or commission from the sales generated by the organization. Following an IAD's voluntary or involuntary cancellation, the former IAD shall not promote or hold himself or herself out as an AlkaViva IAD. An IAD who has voluntarily canceled or involuntarily been canceled will receive commissions and overrides only for the last full calendar week prior to his/her cancellation.

## **Section 11 - Definitions**

**Active IAD** – An IAD who satisfies the minimum Personal Sales Volume requirements as set forth in the AlkaViva Dealer Program.

**EVO Business Center** – The term "Business Center" is defined in the AlkaViva Dealer Program.

**Cancellation** – Termination of an individual's IAD Dealer Contract. Cancellation may be either voluntary or involuntary.

**Commission:** The dollar value you earn from your own or the sales in your organization.

**Commissionable Equipment and Products** – All AlkaViva products on which

commissions and Overrides are paid.

**Company** – The term "Company" as it is used throughout this Dealer Contract, and in all AlkaViva literature, means AlkaViva.

**Crossline** - A person who is an active IAD in AlkaViva, but is not connected structurally or within a single genealogical line of sales organization.

**End Consumer or Customer** – A person who purchases AlkaViva products for the purpose of personally using them.

**Sales Organization Report** – A report generated by the AlkaViva Online Website Platform that provides critical data relating to the identities of individuals or companies often described as the “Family Tree” of the organization. A view of the Sales Organization shows the relationships between people in the business.

**Generation:** The vertical position of an IAD and their individual sales organizations in your organization. If you recruit someone, she is enrolled on your first level. Her recruits will be on your second level, and the recruits of she recruits will be on your third level. Starting with her, she and several of her recruits would constitute a generation. (See the Dealer Program for more clarification.)

**Involuntary Cancellation** – The termination of an IAD’s Agreement, which is initiated by the AlkaViva Compliance Officer.

**IAD Agreement** – The term IAD Agreement, as used in the Dealer Contract, refers to the IAD Application and Agreement, AlkaViva’s Dealer Contract, and the AlkaViva Dealer Program.

**Independent Authorized Dealer (IAD)** – An individual who has executed an IAD Application and Agreement which has been accepted by AlkaViva or has enrolled online. IAD’s are required to meet certain qualifications and are responsible for the training, motivation, support, and development of the IAD’s in their respective Sales Organizations. IAD’s are entitled to purchase AlkaViva products directly from the Company and sell AlkaViva Products to Retail Customers, Web-based Retail customers and enroll new IAD’s, and take part in all Company IAD programs.

**Organizational Volume:** Monthly sales volume generated by your organization, through product purchases from AlkaViva.

**Overrides:** The commission you earn in addition to Direct Sales Commissions based on sales from your organization.

**Sales organization** – The individual IAD’s enrolled under an IAD.

**Voluntary Cancellation** – The termination of an IAD Agreement instituted by the IAD who elects to discontinue his/her affiliation with AlkaViva for any reason.