



Kyäni INDEPENDENT DISTRIBUTOR AGREEMENT TERMS & CONDITIONS

1. I understand that as a Kyäni, Inc. (hereinafter "Kyäni") Distributor:

- a. I have the right to purchase products from Kyäni at the price for which I am eligible.
- b. I have the right to sponsor qualified persons in Kyäni.
- c. I will assist, train, and motivate the Distributors in my downline marketing organization.
- d. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
- e. I will perform my obligations as a Distributor with honesty and integrity.
- f. I will only use the sales contracts and order forms which are provided by Kyäni for the sales of its products, and I will follow all policies and procedures established by Kyäni for the completion and processing of such contracts and orders.
- g. Not take any action or conduct myself in any manner that damages the business reputation of Kyäni, its founders, directors, or officers.

2. I agree to present the Kyäni Global Compensation Plan and Kyäni products as set forth in official Kyäni literature. I will make no claims regarding potential income, earnings, and products beyond what is stated in official Kyäni literature. I may not use, produce, create, publish, distribute, or obtain from any source other than Kyäni, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to Kyäni products or the Kyäni Global Compensation Plan. I understand that I may not use or display any Kyäni trademarks, trade names, service marks, logos, designs or symbols to market and advertise Kyäni's products or the Kyäni opportunity other than as outlined in the Kyäni Policies and Procedures without first obtaining written authorization from Kyäni.

3. I agree that as a Kyäni Distributor I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Kyäni. I am not authorized to and will not incur any debt, expense, obligation, or open any financial account on behalf of, for, or in the name of Kyäni. I understand that I shall control the manner and means by which I operate my Kyäni distributorship, subject to my compliance with these Terms and Conditions, the Kyäni Policies and Procedures and the Kyäni Global 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, administrative support, office, long distance telephone and other expenses. I UNDERSTAND

THAT I AM NOT, AND SHALL NOT BE TREATED AS, AN EMPLOYEE OF Kyäni FOR FEDERAL OR STATE TAX PURPOSES. Kyäni is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between Kyäni, Inc. and all appropriate taxing jurisdictions, and all related rules and procedures.

4. I have carefully read and agree to comply with the Kyäni Policies and Procedures and the Kyäni Global Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from Kyäni. I understand that these Terms and Conditions, the Kyäni Policies and Procedures, or the Kyäni Global Compensation Plan may be amended from time to time, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Kyäni materials and sent to all Distributors. The continuation of my Kyäni distributorship or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. The term of this Agreement shall begin on date of enrollment and shall continue until terminated by either party. I shall not be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. Kyäni expressly reserves the right to terminate all Distributor Agreements upon thirty (30) days written notice in the event that it elects to:

(1) cease business operations;

(2) dissolve as a corporate entity; or

(3) terminate distribution of its products via direct selling. In the event of cancellation, failing to make a purchase within each year as determined by the initial enrollment month, I agree to waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.

6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Kyäni. Any attempt to transfer or assign this Agreement without the express written consent of Kyäni renders this Agreement voidable at the option of Kyäni and may result in termination of my distributorship.

7. I understand that if I fail to comply with the terms of this Agreement, the Policies and Procedures, or the Global Compensation Plan, Kyäni may, at its discretion, terminate my distributorship or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses and commissions, and/or loss of all or part of my downline marketing organization. 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 this Agreement is terminated for any reason, I will forever lose my rights as a Distributor, including rights to my downline marketing organization, and rights to compensation pursuant to the Kyäni Global Compensation Plan. If I fail to pay for products when payment is due, I authorize Kyäni to withhold the appropriate amounts from my bonus or commission checks, to charge my credit cards, or debit my financial accounts, if any, which I have authorized Kyäni to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.

8. To the extent permitted by law, Kyäni, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred as "affiliates"), shall not be liable for, and I release Kyäni

and its affiliates from, any and all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by me as a result of: (a) my breach of this Agreement or the Kyäni Policies and Procedures; (b) the improper promotion or operation of my distributorship and any activities related to it (e.g., the presentation of Kyäni products or Global Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for Kyäni to operate its business, including without limitation, my enrollment and acceptance into the Global Compensation Plan or the payment of Commissions or Bonuses. I agree that the entire liability of Kyäni and its affiliates for any claim whatsoever related to the relationship of Kyäni and myself, including, but not limited to, any cause of action sounding in contract, tort or equity shall not exceed, and shall be limited to, the amount of products I have purchased from Kyäni under this Agreement or any other agreement that are in resalable condition. I further agree to indemnify, hold harmless, and defend at my expense Kyäni and its affiliates against any and all claims, demands, costs, losses, damages, liabilities, judgments, attorney fees and all other expenses arising or alleged to arise in connection with my distributorship.

9. This Agreement and the documents incorporated by reference constitutes the entire contract between Kyäni 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 any other agreement (other than the Policies and Procedures), this Distributor Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. 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 in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

10. Any waiver by Kyäni of any breach of this Agreement must be in writing and signed by an authorized officer of Kyäni. Waiver by Kyäni of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. In the event that a 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.

12. The Distributor Agreement between the Distributor and Kyäni has been entered into in Idaho Falls, Idaho, United States of America, as this is the location where the Distributor submitted the application to enroll as a Kyäni Independent Distributor, and where the application was reviewed and approved by Kyäni. The Distributor Agreement shall be governed exclusively by the laws of the State of Idaho, and the Distributor agrees to submit exclusively to the jurisdiction of the courts of the State of Idaho, and specifically the District Court of the Seventh Judicial District with venue in Bonneville County, for resolution of any claims or related litigation to interpret or enforce the terms of the Distributor Agreement.

This Agreement will be governed by and construed in accordance with the laws of the State of Idaho, unless the laws of the state in which I reside expressly require the application of its laws. Except as set forth in the Kyäni Policies and Procedures, or unless the laws of the state in which I reside expressly prohibit the consensual jurisdiction and venue provisions of this Agreement, in which case its laws shall govern, all disputes and claims relating to Kyäni, the Distributor Agreement, the Kyäni Global Compensation Plan or its products, the rights and obligations of an independent Distributor and Kyäni, or any other claims or causes of action relating to the performance of either an independent Distributor or Kyäni under the Agreement or the Kyäni Policies and Procedures shall be settled totally and finally by binding arbitration in Idaho Falls, Idaho or such other location as Kyäni prescribes, in accordance with the

Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. The parties shall be allowed all discovery rights pursuant to the Federal Rules of Civil Procedure. If a Distributor files a claim or counterclaim against Kyäni, a Distributor shall do so on an individual basis and not with any other Distributor or as part of a class action. If a Distributor wishes to bring an action against Kyäni for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within one year shall bar all claims against Kyäni for such act or omission. Distributor waives all claims that any other statutes of limitations applies. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

13. The parties consent to jurisdiction and venue before any federal or state court in Bonneville County, State of Idaho for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues Kyäni.