

Crunchi Advocate Terms & Conditions

This agreement is between Advocate, an independent contractor, (“Advocate”), and Crunchi, LLC, a Florida Limited Liability Company, located at PO Box C, Stuart, FL 34995 (“Crunchi”), or used together hereafter as “Party” or the “Parties.” Advocate understands this is a legally binding document and agrees to the terms and conditions set forth below.

1) RELATIONSHIP: Advocates are independent contractors, and are not employees, partners, legal representatives, or franchisees of Crunchi. Advocates will not be treated as employees of Crunchi for federal or state tax purposes. Crunchi is not responsible for withholding, and shall not withhold or deduct from any bonuses and commissions, if any, FICA, or taxes of any kind. Advocates are not entitled to any type of benefits, insurance coverage, workers compensation, or unemployment security benefits from Crunchi; unless required by state law. Advocates agree to be solely responsible for paying all expenses incurred, including but not limited to, travel, food, lodging, secretarial, office, phone, internet, training, benefits, insurance coverage, event costs, and other business expenses.

2) GOVERNING DOCUMENTS: All rights and obligations are in accordance with these Crunchi Advocate Terms & Conditions, the Crunchi Advocate Compensation Plan, and the Crunchi Advocate Policies & Procedures, as revised from time to time by Crunchi, known collectively as the “Agreement.” If a conflict arises between any of the foregoing documents, the documents will be interpreted in the above order. Advocate understands that the Agreement, as revised from time to time by Crunchi, is available for reference in the Advocate back-office website.

3) REQUIREMENTS: Advocate agrees to present the Crunchi Advocate Compensation Plan and Crunchi products as set forth in the Agreement and official Crunchi literature. Advocate represents and warrants they are eighteen (18) years of age or older. Advocate further represents and warrants they have reviewed and will comply with the Agreement, as revised from time to time by Crunchi, in order to arrange for sale of Crunchi products. If Advocate does not agree to any part of the Agreement, then Advocate’s sole recourse is

to notify Crunchi in writing and cancel Advocate’s Crunchi Agreement. Failure to cancel constitutes Advocate’s acceptance of the Agreement. Written and/or online registration as an Advocate also indicates Advocate’s acceptance of the Agreement.

4) ADVOCATES RIGHTS: Advocates a) have the right to offer for sale Crunchi products; b) have the right to enroll persons as Advocates in Crunchi who are eighteen (18) years of age and older; and, c) have the right to earn commissions, if qualified, pursuant to the Crunchi Advocate Compensation Plan.

5) TERM AND RENEWAL: The term of the Agreement is one (1) year. Agreement takes effect the date of Advocate’s registration as a Crunchi Advocate online. Agreement remains in full force and effect for one (1) year and may be renewed on the anniversary of Advocate’s enrollment and payment of the annual Advocate renewal fee; unless Agreement is terminated earlier for cause. If an Advocate fails to renew their Crunchi business, or if it is canceled, terminated, deactivated, or not renewed for any other reason, Advocate understands they will lose all rights as an Advocate. Upon cancellation, termination, deactivation, or nonrenewal of the Agreement, Advocate will no longer have access to a replicated website, will no longer qualify for Advocate discounts, will no longer have access to Crunchi’s back office, and will not be eligible to sell Crunchi products, nor to receive commissions, bonuses, or other income resulting from their activities or the activities of their former downline sales organization. In the event of cancellation, termination, deactivation, or nonrenewal, Advocate waives all rights, including but not limited to all property rights, to former downline organization, clients, and to any bonuses, commissions, or other remuneration derived through the sales and other activities of former downline organization after end date.

6) TERMINATION AND NONRENEWAL: Advocate or Crunchi may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party’s performance under the Agreement; or (iii)

files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property. Crunchi reserves the right to terminate all Advocate Agreements upon fifteen (15) days' notice if Crunchi 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.

7) ADVOCATE CANCELLATION: Advocate may cancel at any time, regardless of reason. Advocate may cancel the Agreement within thirty (30) business days from date of registration without penalty or obligation; or pursuant to state-specific obligations. Cancellation must be sent in writing to Crunchi, LLC PO Box C, Stuart, FL 34995 or via email at advocates@crunchi.com. Any payments made to Crunchi will be returned to Advocate within fifteen (15) days of written cancellation. Advocate must make available any product collection purchased and delivered under this Agreement and must be returned by Advocate within fifteen (15) days of written cancellation. The collection must be sealed, unopened, and in the same condition as when received. Advocate will ship the product collection to the corporate office at Advocate's expense. If Advocate does not ship the product collection within fifteen (15) days of cancellation then Advocate may retain, for personal use only, or dispose of the product collection. If Advocate does not return the product collection within fifteen (15) days, Advocate will remain liable for all costs, but for, specific state law requirements.

8) CONFIDENTIALITY: Advocate agrees to protect all confidential information relating to Crunchi. Confidential information includes, but is not limited to, technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent and trademark applications, laboratory notebooks, processes, formulas, techniques, designs and drawings, regulatory information, clinical data and analysis, chemical formulas, ingredients, agreements with third parties, lists of, or information relating to, employees and contractors of Crunchi (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and contractors), lists of, or information relating to, suppliers and customers,

price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed by Crunchi (whether by oral, written, graphic or machine-readable format), or sales information relating to Advocates and clients: (a) that is contained in or derived from the back-office or from any Advocate's business; (b) that is derived from any reports issued by Crunchi to Advocates to assist them in operating and managing their Crunchi business; or, (c) to which an Advocate would not have access or would not have acquired but for their affiliation with Crunchi. Confidential information constitutes proprietary business trade secrets belonging exclusively to Crunchi and is provided to Advocates in strict confidence. Confidential information shall not be directly or indirectly disclosed by an Advocate to any third party and must be protected as confidential during the course of building and managing a Crunchi business. Information shall remain confidential for a period of five (5) years or longer pursuant to legal requirements. Information regarding non-public confidential information (such as medical information, social security numbers, financial information) will remain confidential indefinitely.

9) INTELLECTUAL PROPERTY: The name "Crunchi" and other names that may be adopted by Crunchi are the sole property of Crunchi and are, or may be, proprietary trade names, trademarks, and/or service marks of Crunchi. Crunchi will not allow the use of its trade names, trademarks, designs, symbols, logos, or any derivatives of such marks, by any person, including Advocates, without prior written permission. This includes, but is not limited to, unauthorized use in any email addresses, website domain names, replicated websites, applications, videos, banners, flyers, signage, social media accounts, social media names, addresses, or unapproved Sales Tools. Crunchi may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or Advocate lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. Crunchi may also seek judicial enforcement of an arbitration award.

10) SUBMISSION OF IDEAS TO CRUNCHI:

Advocates, or others, will not be compensated for unsolicited submissions of business, product, or creative ideas or materials. If Advocates submit any creative suggestions, ideas, notes, drawings, concepts, designs, formulas, artwork, or other information, the Advocate assigns all rights in and to them without compensation or payment of any kind. This clause also applies to submissions made as part of any and all Crunchi contests, promotions, or incentives. Advocates that wish to submit a creative suggestion as listed above should contact the Crunchi corporate offices for more details and to complete required paperwork.

11) CRUNCHI OWNERSHIP AND LICENSE: Crunchi shall own all right, title, and interest in and to all Crunchi property, Crunchi confidential information, work product, documentation, and all derivatives, modifications, and improvements thereof, including all patents, trademarks, copyrights, trade secrets, and other intellectual property rights. Advocate hereby assigns to Crunchi all right, title, and interest in and to any work product created by Advocate, to which Advocate contributes, or which relates in any way to Crunchi property pursuant to the Agreement, including all intellectual property rights. Advocate retains no rights in the work product and agrees not to challenge the validity of Crunchi's ownership.

12) NO DEFORMULATION: Advocate shall not perform any separation, identification, or quantitation of ingredients, modify, or create other works from any formulation contained in the Confidential Information of Crunchi unless permitted in writing by Crunchi.

13) ANTI-TAMPERING: Advocate may not delete, add, modify, tamper with, or alter any labels, material, products, or packaging for Crunchi products or associated product literature.

14) ASSIGNMENT: Advocate may not assign any rights under the Agreement, their downline, or their team without the prior written consent of Crunchi. Any attempt to do so without the express written consent of Crunchi renders the Agreement voidable at the option of Crunchi and may result in termination of Advocate's business.

15) INDEMNIFICATION: Advocate shall indemnify and hold harmless Crunchi and its managers,

partners, employees, assigns, and/or agents from and against all allegations, claims, actions, suits, demands, damages, including consequential and exemplary, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from any act or omission of Advocate('s) promotion or operation of their Crunchi business and any activities related to it (e.g., including but not limited to the presentation of Crunchi products or careers, operation of a motor vehicle, the lease of meeting or training facilities).

16) GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

17) JURISDICTION: In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Southern District of Florida, or state court residing in Martin County, Florida. Governing law, jurisdiction, and venue will be pursuant to that which is stated in this Agreement, unless the laws of the state in which Advocate resides expressly require the application of its laws, in which case that state's law shall govern all issues related to jurisdiction and venue. In the event that Crunchi, retains an attorney to enforce any provision of the Agreement, then Crunchi shall be entitled to injunctive relief and shall further be entitled to its attorneys' fees and costs.

18) MEDIATION/ARBITRATION: In the event of a dispute between an Advocate and Crunchi arising from, or relating to, the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Crunchi Advocate Policies & Procedures. Crunchi shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an Advocate. If the parties are unsuccessful in resolving the dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Crunchi Advocate Policies & Procedures.

19) STATUTE OF LIMITATIONS: If an Advocate wishes to bring an action against Crunchi for any act or omission relating to or arising from the Agreement, such action must be brought

within one (1) year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against Crunchi for such act or omission.

20) LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, in no event shall Crunchi be liable for any direct, special, exemplary, indirect, or consequential damages of any kind, whether arising in an action in contract, tort (including but not limited to negligence), or otherwise.

21) WAIVER: Any waiver by Advocate or Crunchi of any breach of the Agreement must be in writing and signed by an authorized agent of Advocate or Crunchi against which the waiver is asserted. Any waiver of a breach by a party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

22) MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: The Parties waive all claims against each other for all consequential damages arising out of or relating to the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

23) DISCLAIMER: CRUNCHI DOES NOT WARRANT OR GUARANTEE ANY LEVEL OF COMMISSION OR BONUSES.

24) GOOD STANDING REQUIREMENT: Advocates must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Crunchi. Advocate will endeavor to perform their business in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

25) SANCTIONS: Advocate understands that through failure to comply with the terms of the Agreement, Crunchi may terminate its Agreement with Advocate or may impose disciplinary sanctions as set forth in said Agreement.

26) REVISIONS: Advocate understands the Agreement may be revised at the sole discretion of Crunchi and agrees to abide by all such revisions. Notification of revisions will be published to the Advocates' back office. Revisions shall become

effective fifteen (15) days after notice of the revision is posted. Advocate's continuation of their Crunchi business and/or acceptance of bonuses or commissions after the effective date of revisions shall also constitute acceptance of any and all revisions.

27) PHOTO AND INFORMATION AUTHORIZATION: Advocate authorizes Crunchi to reproduce and use their name and likeness in any or all of its publications, including but not limited to, a photograph, video, web postings, sales tools, personal story, online forums, testimonial, and/or likeness in advertising or promotional materials. Advocate irrevocably authorizes Crunchi to edit, alter, copy, exhibit, publish, or distribute this for any lawful purpose. Advocate waives any right to inspect or approve the finished product and waives any right to royalties, or other compensation, arising from, or related to, such use. Advocate understands that all such uses will become the property of Crunchi. Advocate will hold harmless, release, and discharge Crunchi from all claims, demands, and causes of action which may arise by reason of this authorization.

28) ANNOUNCEMENTS/MEDIA INQUIRIES: Advocates are not authorized to interact with or make statements to, the media regarding, or on behalf of, Crunchi or its products. All media inquiries, including radio, television, print, online, or any other medium must be directed to Crunchi corporate offices at (888) 831-3133 or to advocates@crunchi.com.

29) COMMUNICATION WITH ADVOCATES: Advocate authorizes Crunchi to send them email messages, text messages, social media messages or notify Advocate by phone regarding its products, services, compensation, or other such topics deemed of interest by Crunchi.

30) FORCE MAJEURE: Crunchi will not be liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. Crunchi will make every reasonable attempt to minimize delay of performance. In the event force majeure continues longer than 120 days, either party may terminate the Agreement.

31) SEVERABILITY: If any provision of the Agreement is held to be invalid or unenforceable, such provisions may be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.

32) INTEGRATION: The Agreement, in its current form, and as amended by Crunchi at its discretion, constitutes the entire contract between Crunchi and Advocate. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

33) NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and

shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

Crunchi, LLC
Attn: Manager
PO Box C, Stuart, FL 34995

34) An electronic, scanned, faxed, or emailed copy of this Agreement shall be considered an original and shall be legal and binding.