

# Qyral Independent Distributor Agreement

**1. Authorization and Contract.** By executing this **QYRAL** Distributor Agreement (“Agreement”), you apply for authorization to become an Independent distributor called “Consultant” and enter into a contract with Qyral, LLC from now on “Company” or **QYRAL**. You acknowledge that before your electronically signing you have received, read, and understood the Company’s Compliance training (including, but not limited to product and income disclosure training), that you have read and understood the Company’s Policies and Procedures, (click here for P&Ps) which some are also incorporated into this Agreement and posted in the document section of the Consultant’s virtual back office and that you have read and agree to all terms outlined in this Agreement. **QYRAL** reserves the right to reject any application for any reason within five (5) days of receipt.

**2. Enrollment.** There is a non-commissionable enrollment fee of \$89.00, (or less depending on an enrollment promotion), for establishing an Independent Consultant business account and access to a suite of digital business resources. The enrollment fee is the only required cost to conduct business as a Consultant. If the Consultant resides in Montana and terminates this agreement within 15 days of enrollment, the fee will be refunded.

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

**4. Consultant Rights:** An Independent Consultant shall have the right to sell Qyral products and services to customers in accordance with the Agreement; enroll others as Independent Qyral Consultants and earn, if qualified, commissions, bonuses, and other remuneration pursuant to the Company’s Compensation Plan.

**5. Business Entities:** Once enrolled, a Consultant may apply to operate his or her Qyral business as a business entity, i.e. corporation, LLC, etc. The Consultant may transfer his or her rights under this Agreement to a business entity by submitting a Business Entity Registration Form that will be reviewed and accepted by Qyral. Owners of the business entity are jointly and severally liable for all obligations of the business entity under this Agreement and hold harmless Qyral from the business entity’s dealings.

**6. Refunds and Product Returns.** You agree that if you resell products directly to a customer, you will adhere to **QYRAL’S** satisfaction and return policies.

**7. Expiration, Renewal, and Termination.** The term of this Agreement is one (1) year (subject to prior cancellation or disqualification and if you fail to remain Active\*, maintain your enrollment in our Technology Suite to run your Qyral business or if your Qyral account is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Distributor, lose the ability to sell **QYRAL** products and services, lose the eligibility to receive royalties, bonuses, or other income resulting from the activities of your former customer orders and referrals. In the event of cancellation,

termination, or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and any bonuses, commissions, or other remuneration derived through the sales and other activities of your former downline organization. **QYRAL** reserves the right to terminate Distributor/Consultant Agreements upon immediate notice if the Company elects to: (1) cease the operation of its business; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services through direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to **QYRAL** at its principal business support email address. **QYRAL** may cancel this Agreement for any reason immediately with a written notice. If the Consultant breaches any of its provisions, the Company may also take actions short of termination of this Agreement.

**8. Presenting the Qyral pay plan.** You agree when presenting the **QYRAL** Compensation Plan to present it in its entirety as outlined in official **QYRAL** materials, emphasizing that sales to end consumers are *required* to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials, or aids produced by the Company and that you will adhere to the income disclosure laws. You agree to instruct all prospective Consultants to review the **QYRAL** Income Disclosure Statement.

**9. Selling Products and Services** You agree to make no representations or claims about any products beyond those shown on product labels and/or in the official **QYRAL** literature or website. You further agree to sell products available through **QYRAL** only in authorized territories. Product claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties may not be made except those contained in official Qyral literature and training. No Consultant may make any claim that Qyral products or services are useful in the cure, diagnosis, mitigation, or prevention of any diseases, as such statements can be perceived as medical or drug claims and likely violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

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

**11. Non-Competition Agreement.** By the Policies and Procedures, you agree that during the period while you are a Distributor, and for twelve (12) months following resignation, non-renewal, or termination of your business, you will not compete with **QYRAL**. This covenant shall survive the expiration or termination of your authorization and contract with **QYRAL**.

**12. Non-Solicitation Agreement.** By the Policies and Procedures, you agree that during the period while you are a Distributor, and for one (1) calendar year following resignation, non-renewal, or termination of

your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other **QYRAL** Consultant to compete with the business of **QYRAL**.

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

**14. Modification of Terms.** Except for the dispute resolution section in Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in the Policies and Procedures.

**15. Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of your contract with **QYRAL** as outlined in this Distributor Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of **California** without regard to conflict of law provisions. As for Louisiana residents, notwithstanding the preceding, Louisiana residents may bring an action against **QYRAL** with jurisdiction and venue as provided by Louisiana law.

**16. Dispute Resolution.** All disputes and claims relating to **QYRAL**, its products and services, the rights and obligations of a **QYRAL** Consultant, or any other claims or causes of action relating to the performance of either a Consultant or **QYRAL** under the Agreement or the **QYRAL** Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in California or such other location as **QYRAL** prescribes, by the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. **Additionally, you agree not to initiate or participate in any class action proceeding against QYRAL, whether in a judicial mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding.** This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent **QYRAL** from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction, or other equitable relief available to safeguard and protect its interest before, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

**17. Time Limitation.** If an Independent Consultant wishes to bring an action against **QYRAL** 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. The Consultant waives all claims that any other statutes of limitations apply.

**18. Income/Earnings Disclaimer.** In this agreement, there are no guarantees concerning the level of business or financial success you may experience. There is no guarantee that you will make any income at all, and you accept the risk that the earnings and income levels differ depending on the individual. The use of our information, technology, products, and services should be based on your due diligence. You agree that Qyral is not liable for any success or failure directly or indirectly related to your Enrollment.

**Qyral** offers an Independent Consultant program that pays a commission for personal and if the consultant qualifies, for downline sales. **Qyral** pays a commission based on its current compensation plan. As with any compensation plan, your results may vary and will be based on your capacity, business

experience, expertise, and level of effort. We do not train on a get-rich-quick scheme, only in hard work, adding value, and serving others.

**19. Notice of Right to Cancel.** You may request a refund on your enrollment fee if it is done within **THREE (3)** business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within **SEVEN (7)** business days following receipt by the seller of your cancellation notice. To cancel this transaction, email Care@qyral.com no later than midnight of the **THIRD** business day following the date of this Agreement.

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

**21. Minimum Age:** Persons under the age of 18 may not enroll as a Consultant. No Consultant shall knowingly recruit or sponsor, or attempt to recruit or sponsor, any person under the age of 18.

**22. Eligibility:** The Independent Consultant certifies that he or she is at least eighteen years of age and a legal resident of the United States or has a valid work visa issued to work in the United States and has not been convicted of a felony.

**23. Tax ID Verification:** Concerning the Social Security Number, Employer Identification Number, or Taxpayer Identification Number that you provide to Qyral during the enrollment process, you certify as follows:

Under penalty of perjury, I certify that:

- The number shown on the enrollment form is my correct taxpayer identification number (or I am waiting for a number to be issued to me);
- I am not subject to backup withholding because: (i) I am exempt from backup withholding, or (ii) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (a U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in 26 CFR 301.7701-7)).

**24. Spam Linking, Emails, and Text Messages:** Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites, or other publicly accessible online discussion boards, social media sites, or forums. This includes blog spamming, blog comment spamming and/or spamdexing. Spam linking by Consultants, including posting links or redirects to social media profiles or the Qyral website, is strictly prohibited. In addition, Qyral does not permit Consultants to send unsolicited commercial emails or text messages unless such emails and text messages strictly comply with applicable laws and regulations including, without limitation, the Federal CAN-SPAM Act. Consultants must ensure that any email or text advertisement or solicitation that promotes Qyral complies with all applicable laws and regulations.

**25. Severability:** If any provision of the 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. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and **QYRAL** and supersede any prior agreements, understandings, and obligations between you and the Company concerning the subject matter of your contract with **QYRAL**.

**26. Term and Renewal of the Agreement:** The term of the Agreement is on a month-to-month basis. A Consultant may cancel the Agreement at any time and for any reason. To continue as a Consultant beyond the initial term of this Agreement (unless the Agreement has previously been terminated), the Consultants renew the Agreement each time they are paid a commission, enroll a new customer or consultant, or pay their monthly technology fee.

**Active:** The activity requirement of this contract for a Consultant is satisfied by maintaining at least 300 in personal sales volume within a rolling six-month period.

**\*\* Technology Suite: Included in the initial enrollment,** Consultants receive their enrollment month, plus the next full month of their replicated website for free. Upon the beginning of the second month of business, a fee of \$8 will be applied to the credit card on file each month to cover the cost of the website maintenance, hosting, and technology updates to assist in the success of their business.

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Electronic Signature

Effective date: 2/1/2024