

UltraWater Solutions Authorized CONTRACTOR Agreement

THIS AGREEMENT is made effective on the _____ day of _____, 20____
(hereafter the Effective Date) by and between: AlkaViva LLC, a Nevada limited liability company, DBA UltraWater Solutions whose principal place of business is: 8745 Technology Way Suite C, Reno NV 89521 (hereafter referred as the "COMPANY"), and the Independent Authorized Contractor identified as:

Name / Business Name:		
Address:		
City:	State:	Zip:
Primary Contact (if other than entity name):		
Phone:	Alternate Phone:	Email
Website:		EIN/SSN #:

and hereafter referred to as the "CONTRACTOR"). The COMPANY and the CONTRACTOR are collectively referred to hereafter as "the Parties".

WITNESSETH: The Parties agree to enter a contract whereby CONTRACTOR agrees to sell the COMPANY's range of PRODUCTS hereafter referred to as the "PRODUCTS", and/or establish agents and associates for the purpose of selling the PRODUCTS in any location in the USA and Canada, subject to the following terms and conditions:

- Appointment of CONTRACTOR.** The COMPANY hereby appoints CONTRACTOR as, and CONTRACTOR hereby accepts appointment as, as independent authorized CONTRACTOR of the PRODUCTS.
- Relationship of Parties.** The relationship between the COMPANY and CONTRACTOR is that of vendor and vendee. All obligations performed by CONTRACTOR under this Agreement shall be performed as an independent contractor. CONTRACTOR is not and will not be treated or be paid as an employee, agent, branch, division, or representative of the COMPANY. CONTRACTOR is not authorized to assume or create any obligation, express or implied, on behalf of the COMPANY, or to bind the COMPANY in any manner. CONTRACTOR sets their own hours, provides their own workspace and equipment and is responsible for payment of all taxes as defined in Section 21.
- CONTRACTOR Obligations.** CONTRACTOR shall use best efforts in advertising and promoting the PRODUCTS through Direct Sales distribution. CONTRACTOR shall provide honest and quality service to all consumers that purchase and use the PRODUCTS and services. CONTRACTOR must follow all federal, state, and local statues, including the rules and regulations of the Federal Trade Commission of the U.S. Government.
- Sale of PRODUCTS.** The COMPANY agrees to sell the PRODUCTS to independent authorized CONTRACTORS who resell the PRODUCTS to consumers in residential homes and prospective UltraWater Bar qualified business locations through distribution commonly known as Direct Sales. Both wholesale prices and retail prices of PRODUCTS are set by the COMPANY and shall be subject to change without notice to CONTRACTOR. Prices are as set forth in the UltraWater Solutions Price List

as posted and published in the Resource Center of the CONTRACTOR's <https://ultrawatersolutions.com/> replicated websites.

5. **Installation of PRODUCTS.** The CONTRACTOR agrees to assume all liability for the installation of the PRODUCTS and to use only appropriately licensed and bonded contractors (plumbing or general).
6. **No Exclusive Sales Territory.** The CONTRACTOR does not own any geographical territory in which it markets and sells PRODUCTS unless otherwise designated in writing by the COMPANY. The CONTRACTOR shall be allowed to operate in multiple locations provided that the CONTRACTOR has:
a) achieved the level of Direct Dealer, Master Dealer or Elite Dealer and b) at least one approved sales rep in the second location. The CONTRACTOR agrees that the second location shall be suspended by the COMPANY should either requirement fail to be met in any given month.
7. **Not a Franchise.** CONTRACTOR is not a franchise of the COMPANY and shall not represent as a franchise of the COMPANY. CONTRACTOR is not required to pay any fee for the right to sell the PRODUCTS in any geographical area.
8. **Non-competing products.** The CONTRACTOR agrees that for the term of this agreement to not offer, sell, directly or indirectly, any product that is competitive with the COMPANY's electric or non-electric water ionizer, or UltraHome Whole Home System product lines.
9. **Term.** The term of this Agreement is one (1) year from the Effective Date. Annual renewal is required by the CONTRACTOR after one (1) year. A current and valid agreement is required to be eligible to be able to buy at wholesale, earn direct commissions and/or be paid overrides.
10. **No Claims.** The CONTRACTOR agrees to represent the COMPANY, to sell the PRODUCTS and conduct its business in a lawful, ethical, and honest manner. The CONTRACTOR is prohibited from making false and/or misleading claims which negatively impact the reputation of the COMPANY or its PRODUCTS, including but not limited to health or income claims except what is stated in approved company literature.
11. **Intellectual Property.** The COMPANY hereby grants its approval to the CONTRACTOR to use the COMPANY name or trademark(s) in whole or in part, for use in sales or promotional material. Use of the COMPANY name or trademarked names in website URL's, COMPANY names or DBA's, is not allowed without prior written approval from the COMPANY.
12. **Internet Marketing and Sales.** The CONTRACTOR is granted a replicated fully, e-commerce capable website, with their own unique <https://www.UltraWaterSolutions.com/> URL. The CONTRACTOR may also market and promote the PRODUCTS on independent websites, owned by the CONTRACTOR and that has a unique (non-UltraWater Solutions) URL. The design and branding of any webpage(s) marketing the PRODUCTS are subject to approval by the COMPANY. Selling the PRODUCTS (new or used) are strictly prohibited on third-party retail and auction websites such as, but not limited to eBay, Craigslist, Facebook Marketplace, or Amazon etc.
13. **Prices.** The COMPANY determines the retail and wholesale prices it charges for the PRODUCTS and agrees to supply the PRODUCTS at published pricing to CONTRACTOR. Current prices are set forth in the UltraWater Solutions Price List as posted and published in the Resource Center of the CONTRACTOR's <https://ultrawatersolutions.com/> replicated websites. Prices for wholesale orders and dropship orders exclude retail sales tax, except for sales inside the state of Nevada. Prices are subject to change as determined by the COMPANY. Shipping is charged on all wholesale orders.

14. **Merchant Processing and Financing Pass-through Fees.** Merchant processing fee of 2.5% will be charged on all credit card orders and 8% will be charged on all financing orders placed for the sale of the PRODUCTS and deducted from commissions.
15. **Order Payment Terms.** CONTRACTOR agrees to place and make payments through the CONTRACTOR's <http://www.ultrawatersolutions.com/> replicated websites. Wholesale sales are final. Payment must be received in full prior to order fulfillment and shipping. A \$25 service fee will be added to phone-in orders. The following situations will be deemed exceptions and the fee waived:
- technical glitch(s) on the site (products missing, wrong price, shipping not calculating, not being able to login or create customer account)
 - Special circumstances which make it prohibitive to order online as determined by Customer Support on a case-by-case basis.
16. **Commissions and Overrides.** Commissions and overrides are paid at the rates set forth in the UltraWater Solutions Price List as posted and published in the Resource Center of the CONTRACTOR's <https://ultrawatersolutions.com/> replicated websites.
- a. Commission will be paid to the CONTRACTOR on the CONTRACTOR's personal sales where the sale is placed through the CONTRACTOR's replicated site at retail and the customer's payment is processed using the Company's merchant processing. You must have an active membership (\$74.95/annual) to be paid Commission. Any discount provided by Direct, Master, or Elite Dealers will be deducted from their commission. Any discount provided by Sales Reps or Sr. Sales Reps will be split between the COMPANY and the CONTRACTOR.
 - b. Overrides are paid on two levels: 1) to CONTRACTOR on the sales made by another CONTRACTOR whom the CONTRACTOR has personally referred (OVR1) and 2) on sales made by CONTRACTORs that were referred by a CONTRACTOR's personal referral (OVR2). Commissions and Overrides are paid one week in arrears through the regular UltraWater Solutions Commission system, on the first Friday, after the one week has elapsed. To be paid overrides you must have an active UltraWater Solutions membership and be qualified by selling one "qualified unit" (ionizer or whole home system) in the previous calendar month (WS or retail) through their replicated site.
 - c. CONTRACTORs cannot refer themselves directly or indirectly, or earn overrides on their own efforts in any way and are not allowed second positions under a business name or other alias. Any subversion of this clause can be deemed default by the COMPANY and grounds for immediate termination per Section 25.
 - d. Minimum volume requirements must be met each calendar quarter to maintain wholesale pricing and commission level or rank for the next quarter. Failure to meet the requirement will result in downgrading one rank. Rank can be re-earned by meeting the requirement in the downgraded quarter. The requirements are as set forth as follows:

Rank	Qual to maintain Rank
Sales Rep	N/A
Senior Sales Rep	N/A
Dealer	5 units in last Complete Quarter
Master Dealer	10 units in last Complete Quarter
Elite	20 units in last Complete Quarter

17. Title and Risk of Loss.

- a. Title to PRODUCTS purchased by CONTRACTOR at wholesale shall pass to CONTRACTOR upon full payment by the CONTRACTOR to the COMPANY prior to shipment; all risk of damage or loss from shipment or otherwise thereto shall pass to the CONTRACTOR.
- b. Title to PRODUCTS sold by CONTRACTOR through their ultrawatersolutions.com website where the sale is processed by the COMPANY's merchant processing is the COMPANY's and all risk of damage or loss from shipment or otherwise is the COMPANY's.

18. Minimum Advertised Pricing Policy (MAP). The CONTRACTOR agrees to market and advertise the PRODUCTS distributed through Direct Sales model at NO LESS than the retail pricing as set forth in the approved "UltraWater Solutions Direct Exclusive Offer" as shown on the UltraWater Solutions Direct Price List as posted and published in the Resource Center of the CONTRACTOR's <https://ultrawatersolutions.com/> replicated websites. Public advertising or indicating a discount or incentive of any kind, whether by offering a price below "UltraWater Solutions Direct Exclusive Offer" or offering any promotions such as, but not limited to, "special pricing", "demo model discounts", "specials", "sales", "promotions", "product, goods or service packages" or other unique propositions or offers is not permitted unless authorized by the COMPANY. Advertising any currently running COMPANY sponsored promotion is permitted. Pricing violations may result disciplinary action at the discretion of the COMPANY up to and including termination.

19. Return Policy / Wholesale Purchases. Product purchases made through your CONTRACTOR Wholesale Portal, (where the CONTRACTOR realizes the retail sale revenue) are final. The COMPANY agrees that the CONTRACTOR may return unused, unopened PRODUCTS for full refund. CONTRACTORS have thirty (30) days from CONTRACTOR Purchase Date to return unused, unopened merchandise. The CONTRACTOR is responsible for shipping product back to the COMPANY. The original shipping charges are not reimbursable.

20. Return Policy / Retail Purchases. Product sales made through your CONTRACTOR website, (where the Company realizes the retail sale revenue and pays the CONTRACTOR commission) are subject to the [UltraWater Solutions Return Policy](#) found on the UltraWater Solutions company website.

21. Warranty. The COMPANY agrees to service the warranty on the PRODUCTS per the [Warranty Policy](#) as set forth on the COMPANY Website. It is the express obligation of the CONTRACTOR to inform the customer of the warranty information.

22. Independent Contractor. The CONTRACTOR is an independent 1099 contractor as defined by the IRS. CONTRACTOR is responsible for providing a valid Social Security Number (personal) or Tax ID Number (business). Providing an invalid tax number will result in an IRS fine to the COMPANY, which shall be passed onto (at cost) to the CONTRACTOR. As an independent 1099 contractor, the CONTRACTOR shall be liable for paying all local sales tax for retail sales and income taxes for earnings under the terms of this contract and is required to provide their Social Security Number or Tax Identification This includes but is not limited to federal, state and/or local taxes, Worker's Compensation, and/or Unemployment Insurance. The CONTRACTOR agrees that it is independent and a separate legal entity. The CONTRACTOR agrees to receive IRS Form 1099 electronically at the email address on record with COMPANY. It is the CONTRACTOR'S responsibility to keep their email address current. Hard copies of Form 1099 are provided upon written request.

23. Confidentiality. Definition of Confidential Information. All customer lists, price lists, written and unwritten marketing plans, techniques, methods and data, sales and transaction data, all technology and know-how relating to the manufacture of, marketing and/or sales of the PRODUCTS and other information disclosed and designated by either party as being confidential or a trade secret, that are

not in the public domain shall constitute confidential information of such party ("Confidential Information"). Either party receiving Confidential Information from the other party shall hold all Confidential Information in the strictest confidence and shall not use, disclose, divulge or otherwise disseminate any Confidential Information to any person or entity without the prior written consent of the Conveying Party for a period of three (3) years after termination of this agreement. Notwithstanding the foregoing, either Party shall have no obligation with respect to Confidential Information which (i) is or becomes within the public domain, or (ii) was lawfully required to be disclosed by order of any court of competent jurisdiction or other governmental authority.

24. **Limited Covenant Not to Solicit.** In serving as an authorized CONTRACTOR of the PRODUCTS, the CONTRACTOR is strictly prohibited from unauthorized solicitation or recruiting activities, both directly and indirectly, of which include the following:
- a. **Unauthorized Solicitation.** The CONTRACTOR shall not directly or indirectly recruit, present, or attempt to enroll any authorized UltraWater Solutions CONTRACTOR for other direct sales business ventures. This includes, but is not limited to, presenting or assisting in the presentation of other direct sales business ventures to any *non-personally enrolled* UltraWater Solutions CONTRACTOR.
 - b. **Company Meeting Solicitation.** The CONTRACTOR shall not directly or indirectly offer any third-party direct sales PRODUCTS or opportunities at any UltraWater Solutions meeting, seminar, convention, trip or other UltraWater Solutions function. Violations of this policy are especially detrimental to the growth and sales of other CONTRACTORS and is strictly prohibited.
 - c. **Post Termination Solicitation.** To protect the interests of the COMPANY and other authorized UltraWater Solutions CONTRACTORS, for a period of 2 years after the termination of this agreement, the CONTRACTOR agrees to not directly, indirectly, or through a third party solicit to any associates related with the COMPANY, particularly, but not limited to, other authorized COMPANY CONTRACTORS, managers, salespersons, or employees of such CONTRACTORS to: (a) enroll in any direct sales opportunity or company; (b) contract with or employ such individuals; and (c) influence or attempt to influence any such persons to terminate CONTRACTORS contractual relationship with the COMPANY. This provision shall survive the expiration of the CONTRACTOR's obligations to UltraWater Solutions pursuant to this Agreement.
25. **Indemnification.** The COMPANY and the CONTRACTOR hereby hold harmless & indemnify the other party from any liability for the acts or omissions of their company, their parent or affiliate companies, the personal individual acts or omissions of their employees, associates & agents, their corporate and personal debts or other liabilities, and hereby hold the other party, their associates, agents, assigns or other successors harmless therein from all claims and damages.
26. **Termination.** Either Party shall be entitled to affect immediate termination of this agreement under the State of Nevada's "at will" employment legal doctrine for any reason or no reason.
27. **Rights and Obligations on Termination.** Upon termination of this agreement, or if the COMPANY does not renew this agreement, the CONTRACTOR shall immediately and permanently remove all signs, advertising, display, or online listing indicating that the CONTRACTOR is an authorized CONTRACTOR of the PRODUCTS. The COMPANY has no obligation or responsibility to the CONTRACTOR under this agreement after its termination. Section 19. C. survives termination of this agreement for any reason.
28. **Entire agreement.** This Agreement and the information referenced in the included hyperlinks collectively constitute the entire agreement between the parties. No representations, guarantees or

warranties, written or oral have been made or given by the CONTRACTOR or UWS or any of their employees other than those set out in this Agreement.

29. **Revision.** The COMPANY has the right to revise this agreement at its discretion with notification to the CONTRACTOR at email address of record. Any login to the CONTRACTOR Dashboard or the Wholesale Portal by the CONTRACTOR after notification constitutes explicit acceptance of the terms of the revised agreement.
30. **Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Nevada. Nevada courts are the exclusive venue for all proceedings arising out of or in connection with this agreement. Both parties waive any claim of inconvenience to venue.
31. **Notice.** That any notices to either party under this Agreement shall be in writing and delivered by 1) email with acknowledgment by the other party or 2) by registered or certified US Mail. Email notice shall be effective when received and acknowledged, or 5 business days after being sent by US Mail.
32. **Severability.** In the event any of the provisions or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, such invalid or unenforceable provision shall in no way affect the validity or enforceability of the remaining provisions or portions or applications thereof.
33. **Assignment.** Either party may assign this Agreement and any of its obligations hereunder with the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assigned without such consent by either party to any company acquiring all or substantially all of such party's assets.
34. **Counterparts / Electronic Signature.** This Agreement may be executed electronically or in one or more physical counterparts each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The CONTRACTOR acknowledges and agrees their electronic signature has the same legal validity as their handwritten signature in accordance with the U.S. Electronic Signatures in Global and National Commerce Act. The CONTRACTOR agrees their electronic signature is the legal equivalent of a manual signature and represents specific agreement to the terms and conditions Agreement contained herein.

IN WITNESS WHEREOF, the parties hereto have duly and mutually agreed, executed, and delivered this Agreement as of the Effective Date.

Signing on behalf of CONTRACTOR:

Signature: _____ Print Name: _____	Referring CONTRACTOR: _____ Dated: _____ Title: _____
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Signing on behalf of COMPANY:

Signature: _____ Print Name: _____	Dated: _____ Title: _____
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