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purehaven.com

# Independent Consultant Application and Agreement

## Terms & Conditions

**Your status as a Pure Haven Independent Consultant is temporary.**

**You must complete all information in your profile including Social Security # or individual Tax ID#, as well as deliver a signed IRS Form W-9 via fax, mail, or scan and email. If these items are not completed within 30 days, this and all other agreements with the Company may be cancelled.**

1. I understand that as a Pure Haven (“PH”) Independent Consultant:
  - a. I have the right to offer for sale PH products and services in accordance with the Independent Consultant Application and Agreement (the “Consultant Agreement”).
  - b. I have the right to enroll persons in PH.
  - c. If qualified, I have the right to earn commissions pursuant to the PH Compensation Plan.
2. I agree to present the PH Compensation Plan and PH products and services as set forth in official PH literature.
3. I agree that, as a PH Consultant, I am an independent contractor, and not an employee, partner, legal representative, or franchisee of PH. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, telephone, and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF PH FOR FEDERAL OR STATE TAX PURPOSES. PH is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the terms of this Consultant Agreement, PH Policies and Procedures, the PH Compensation Plan, and Web Site Terms of Use, which are incorporated into and made a part of this Consultant Agreement (these four documents shall be collectively referred to as the “Agreement”). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from PH. I understand that the PH Policies and Procedures and/or the PH Compensation Plan may be amended from time to time at the sole discretion of PH, and I agree to abide by all such amendments. Notification of amendments shall be posted on PH’s website, in my office, and/or via email. To that end, in order to receive Company communications via its email and text system, I agree to receive PH Company emails and texts. Should I choose to unsubscribe to these emails and texts, I willfully acknowledge that I will not receive updates to this Consultant Agreement or policies via that communication method, but that these updates will always be available to me via my office. Amendments shall become effective 30 days after publication. The continuation of my PH business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.



- 5. The term of this Consultant Agreement is month-to-month (subject to prior cancellation for inactivity pursuant to the Policies and Procedures and satisfaction of the personal sales requirements set forth in the Compensation Plan). I authorize PH to automatically charge my office monthly fees to the credit card on file with PH that I provided for this service.**

If I fail to pay my monthly office fee, I understand that access to my office will be blocked. If I do not meet the requirements in the Compensation Plan to remain active per the cancellation policy, my business and Consultant Agreement will be cancelled. Thereafter, if I wish to again be a Pure Haven Independent Consultant, I must reinstate (by contacting the company) and submit a new application and I will not be eligible to occupy my previous position in the genealogy.

If my PH business is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Consultant. I shall not be eligible to sell PH products and services, nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or nonrenewal, I 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. PH reserves the right to terminate all Consultant Agreements upon 30 days notice if the Company elects to: (i) cease business operations; (ii) dissolve as a business entity; or (iii) terminate distribution of its products and/or services via direct selling channels. Consultant may cancel this Consultant Agreement at any time, and for any reason, upon written notice to PH at its principal business.

6. As an inducement for PH to enter into this Consultant Agreement and in consideration of the mutual covenants contained herein, I agree that during the term of this Consultant Agreement and for a period of one year thereafter, I shall not, directly or indirectly, on my own behalf or on the behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any Consultant, employee, member, customer, supplier or vendor of PH (i) to enter into any business relationship with any other direct sales or network marketing company or individual or (ii) to terminate or alter their business or contractual relationship with PH. I understand that if I reach the position of Executive or higher, I may not be “active” in any other direct selling or network marketing company during the term of this Agreement. For purposes of this Agreement, “active” means having a leadership role in, recruiting for, speaking on behalf of, appearing in company media or conducting any other public activity for a direct selling or network marketing company.
7. I am responsible for the payment of all applicable federal, state, and local income, unemployment, social security and other taxes and premiums and license requirements and fees attributable to my sales activities and earnings.
8. I understand that if I fail to comply with the terms of the Agreement, PH may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures, including termination of this Consultant Agreement.



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9. PH, its parent or affiliated companies, directors, officers, shareholders, employees, assignees, and agents (collectively referred to as “affiliates”), shall not be liable for, and I release PH and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release PH and its affiliates from all liability arising from or relating to the promotion or operation of my PH business and any activities related to it (e.g., the presentation of PH products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify PH for any liability, damages, fines, penalties, or other awards arising or resulting from any breach of this Consultant Agreement or unauthorized conduct that I undertake in operating my business.
10. The Agreement, in its current form and as amended by PH at its discretion, constitutes the entire contract between PH and me. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
11. This Agreement may not be transferred or assigned by me without the prior written approval of PH, in its sole discretion, and then only in accordance with the Policies and Procedures. PH may assign this Agreement at any time.
12. Any waiver by either party of any breach of the Consultant Agreement must be in writing and signed by an authorized officer of PH or by the Consultant. Waiver by either party of any breach of the Agreement shall not be a waiver of any subsequent breach.
13. If any provision of the Consultant Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Consultant Agreement will remain in full force and effect.
14. This Consultant Agreement will be governed by and construed in accordance with the laws of the State of Rhode Island without regard to principles of conflicts of laws. In the event of a dispute between a Consultant and PH arising from or relating to the Consultant 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 Policies and Procedures. PH shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Consultant. If the parties are unsuccessful in resolving their dispute through mediation, parties consent to exclusive jurisdiction and venue before the U.S. District Court for the District of Rhode Island, or state court residing in Bristol County, State of Rhode Island.
15. I agree that upon a breach of this Agreement that PH will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. I agree that the remedy at law for any breach of any provision of this Agreement shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, PH shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement.
16. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.



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17. Montana Residents: A Montana resident may cancel his or her Consultant Agreement within 15 days from the date of enrollment and may return his or her starter kit for a full refund within such time period.
18. If a Consultant wishes to bring an action against PH for any act or omission relating to or arising from the Consultant Agreement, such action must be brought within one 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 PH for such act or omission. Consultant waives all claims that any other statute of limitations applies.
19. I authorize PH to use my name, photograph, video, personal story, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
20. A copy of the Consultant Agreement sent by electronic transmission shall be treated as an original in all respects.
21. I agree to abide by the PH retail customer refund policy, as set forth in the Policies and Procedures. As more fully set forth in the Policies and Procedures, I am eligible to receive a refund for products, services and literature purchased by me, less a ten (10%) handling fee if I choose to terminate the Agreement and return the products or services in resalable currently marketable condition within 12 months of purchase. Commissions paid on refunded products must be repaid to PH.
22. In order to receive commissions and overrides, I must comply with PH's 70% rule and retail sales rule as set forth in the Policies and Procedures (6.4).

### **Monthly Renewal**

Your Consultant Agreement automatically renews each month. Should you not wish to renew your Consultant Agreement, contact Consultant Service. Your monthly renewal date is one month from the date you enroll and the same day each month following. When you request to cancel, you will still be charged for the next month's office fee if the renewal cycle has already been processed. The cancellation of this automatic credit card charge would go into effect the following cycle.

**I have carefully read the terms and conditions on this application and Consultant Agreement, the Pure Haven ("PH") Policies and Procedures, Website Terms of Use, and the PH Compensation Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my PH independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.**