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VERSION 6.3

FEBRUARY 1, 2019



Maybe she's born with it; maybe it's caffeine.

REPRESENTATIVE AGREEMENT

POLICIES AND PROCEDURES

## INTRODUCTION

### CONGRATULATIONS!

You've taken the first step in your journey as an Independent BREW-tiful Coffee Representative. Welcome to the family!

#### **The Agreement**

Becoming a Representative means you are entering into a legally-binding business relationship with BREW-tiful Coffee.

The Representative Agreement (in short, "Agreement") is between an Independent BREW-tiful Coffee Rep. (that's you the "Rep"! ) and BREW-tiful Coffee.

Since this is a legal contract, we have to include some legalese, which you may find in Exhibit A attached hereto (the "Terms").

The Agreement contains BREW-tiful Coffee's standards, which define the fundamental requirements and procedures, expected behaviors, and acceptable activities as you share coffee products and opportunity with others. Compliance with these standards will help you operate your business in a healthy and ethical manner.

The Agreement also includes the Compensation Plan, which defines the Commission and Bonus structure (basically, how you get paid). When you enroll as an Independent BREW-tiful Coffee Representative, you are agreeing to comply with the Agreement. Terms are subject to change at any time without prior notice.

### YOUR RIGHTS

	As a BREW-tiful Coffee Representative you can:
1	Sell BREW-tiful Coffee Products
2	Participate in the Compensation Plan
3	Recruit and build your Sales Team
4	Receive Official BREW-tiful Coffee news and updates
5	Participate in any promotional offering and contests sponsored by BREW-tiful Coffee

### ELIGIBILITY REQUIREMENTS

	To become a BREW-tiful Coffee Representative you must:
1	Be 18 years of age or more with legal residence in the United States
2	Provide your legal name and Social Security Number for tax purposes
3	Purchase the Starter Kit
4	NOT have a member of your immediate household who is already an active BREW-tiful Coffee Rep
5	NOT have previously enrolled to be a BREW-tiful Coffee Rep in the last 6 months

## SELLING VENUES AND MARKETING

	BREW-tiful Coffee Representatives must adhere to the following standards for selling product:
1	Home Tastings, Open Houses, festivals and Farmers Markets are acceptable venues for selling product; selling in national online marketplaces such as Amazon or eBay is NOT.
2	Online customer orders should be placed through the retail site and the Representative's name entered in the appropriate spot during checkout to earn commission.
3	You may sell and promote the product/opportunity on social media sites such as Facebook (Business Page/Groups) and Pinterest or local marketplaces such as Craigslist or NextDoor.
4	Personal websites setup for the purpose of collecting orders to be submitting through the BREW-tiful Coffee workstation are acceptable, provided that website is registered with us and Independent Sales Representative Logo is used.
5	You may NOT use the BREW-tiful Coffee trademark or name to open or operate a brick-and-mortar store or café location under any circumstances.

## SUBMITTING AND COLLECTING ORDERS

	BREW-tiful Coffee Representatives must adhere to the following standards for submitting orders:
1	Sales Tax may/may not be required to be collected on Food Items in your state. Refer to the local and state regulations in the area you will be selling/promoting.
2	Shipping, product prices and PRV terms are subject to change without notice
3	It is your responsibility to collect funds from customers prior to submitting orders
4	Orders must be submitted online through the online store.
5	Team BONUS may be reduced in the case of excessive returns/exchanges

## PRODUCT WARRANTY

### RETURNS

	If the customer is not completely satisfied with their product:
1	Unopened items may be returned within 14 days with an RMA number, shipping is additional
2	Opened items may qualify for even exchange if 80% of the product remains, shipping is additional
3	Damaged items from shipping or manufacturing defects should be reported within 7 days
4	Business supplies sales are final and cannot be returned
5	Upon cancellation of contract you may return any unopened stock purchased in prior 6 month period for 40% of value refund

## BUSINESS PRACTICES

	As a BREW-tiful Coffee Representative you must:
1	Destroy order forms that contain customer credit card info after the order has been submitted
2	Deliver your orders to your host/customers within a timely manner after receipt
3	Provide clear information to hosts regarding delivery times and rewards earned
4	Maintain an upbeat and positive attitude when dealing with customers- address concerns with your Referring Representative or by contacting BREW-tiful Coffee directly.
5	Keep in touch with your Team members and keep them up-to-date on news and updates

## BREW-tiful Coffee Compensation Plan - 4 Ways to Earn

1

*Personal / Home Tastings  
Events / Shipped to Host*

### WHOLESALE / PARTY ORDERS

Total Retail  
Sales Volume

Order DISCOUNT\*  
Percentage

\$1 - \$149.99

20%

\$150+

25%

\*No further discount is given on customer courtesy items.  
+Hostess Rewards Earned at \$150+ in total party orders may  
be redeemed by Rep for bulk orders and events.

### DISCOUNT

*Immediate*

3

*Receive your Favorites at  
Regular Intervals  
Shipped Direct*

### RECURRING SUBSCRIPTIONS

Subscription Type

Earnings  
Percentage\*

Customer

15%

Rep/Personal

20%

\*Personal Coffee Subscriptions by the Representative will  
bill with their discount already applied.

\*For Customer Subscriptions, customer receives 5%  
discount, REP banks 15% earnings.

### CONTINUING INCOME

*Paid Monthly*

2

*Online Orders  
Shipped Direct*

### ONLINE CUSTOMER ORDERS

Total Retail  
Sales Volume

BANKED Earnings  
Percentage\*

\$3 - \$499.99

20%

\$500 - \$999.99

23%

\$1000+

25%

\*Customer courtesy items such as EZcup & filters do not  
earn commission. Mugs earn at a reduced rate of 15%.

### COMMISSION

*Paid Monthly*

4

*Earn on Your  
Downline Team Sales*

### GROW YOUR TEAM

Team Size

Earnings on  
Two Tier's PRV\*

1

0%

2+

5%

\*You will earn a Bonus percentage from the retail sales  
volume of any recruit in you personally refer.

### TEAM BONUS

*Paid Monthly*

## COMPENSTATION PLAN

	As a BREW-tiful Coffee Representative you can get paid by:
1	Party order & and personal sales submitted together will earn you a higher discount on your order
2	To remain an Active Rep you must have a minimum of \$1 PRV in a 3 month period
3	When Requirements are met per chart, you will earn an additional Team Bonus paid monthly (10 <sup>th</sup> day of the following month)
4	Additional Recruiting Bonuses and Team Challenges may be added periodically
5	Online Customers orders will earn commission per chart above that is "banked" and paid monthly with Team Bonuses

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## YOUR FIRST 90 DAYS: GREAT START PROGRAM

Level	Requirements	Rewards	Due date for completion	% complete
<b>0</b>	100+ website visitors tracked	Coffee Mug		%
<b>0</b>	25+ retail orders	(1) Monthly Perk Mix		%
<b>1</b>	\$250 sales	\$15 BREW-tiful Gift Card		%
<b>2</b>	\$500 sales	\$25 BREW-tiful Gift Card		%
<b>3</b>	\$1000 PWV	\$50 BREW-tiful Gift Card		%

More information on submitting orders and news/updates can be found on the Representative BREW-tiful Dashboard <https://www.affiliatly.com/af-1017902/affiliate.panel>.

## Exhibit A

### Terms and Conditions

In consideration of A.S. Heaton LTD, dba BREW-tiful Coffee ("BREW-tiful") allowing you to be a product representative ("Rep"), the terms and conditions set forth herein shall be in full force and effect during your status as a Rep. As to those terms and conditions which provide for certain obligations to continue beyond termination of the Rep relationship, they shall survive to the extent specified.

1. **PERFORMANCE.** The Rep agrees to devote reasonable and adequate time and attention to his/her duties as a Rep of BREW-tiful and will perform such duties in an efficient, trustworthy and businesslike manner. The Rep represents and warrants that he has not entered into any other agreement or understanding which in any way will prevent full compliance by him/her with the terms of this Agreement. The Rep further represents and warrants that Rep's relationship with BREW-tiful hereunder will not violate the terms and conditions of any agreements entered into by Rep prior to or during Rep's relationship with BREW-tiful. Rep covenants and agrees to indemnify and hold BREW-tiful harmless from any and all suits and claims arising out of any breach of any terms and conditions contained in any such agreements entered into by Rep.
2. **CONFIDENTIAL & PROPRIETARY INFORMATION.** The Rep agrees with BREW-tiful that the representation Rep will perform is and will be of a private nature, and in connection with the performance of his/her services on behalf of BREW-tiful, BREW-tiful may make available to him/her information of a confidential and/or proprietary nature as to BREW-tiful and its clients, methods, trade secrets, programs, operations, customers, other reps or employees of BREW-tiful. The Rep warrants and agrees that he/she will receive in strict confidence all such confidential and proprietary information belonging to BREW-tiful, whether or not marked as such. The Rep further agrees to maintain and to assist BREW-tiful in maintaining the secrecy of such information, and to take the same precautions as he/she would with his/her own most sensitive and personal confidential and proprietary information to prevent it from coming into unauthorized hands.

The Rep further covenants and agrees that:

- (i) he/she will neither copy nor distribute any material, or other information which comes into his/her possession as a result of his/her relationship with BREW-tiful, other than for approved BREW-tiful use;
  - (ii) he/she will not, during the period of Rep's engagement hereunder, nor at any time thereafter, directly or indirectly, disclose to others and/or use for his/her own benefit or for the benefit of others, confidential and proprietary information including, but not limited to: trade secrets; customer, supplier or client information and lists; representative and prospective representative information; proprietary methods, products or services; profit and loss statements; financial statements; financial ratio analyses or any other information pertaining to the business of BREW-tiful or to any of its representatives, clients, consultants, licensees or affiliates, acquired by him/her during the period of his/her relationship with BREW-tiful, except to the extent as may be necessary in the ordinary course of performing Rep's duties as a representative of BREW-tiful;
  - (iii) he/she will not disclose to BREW-tiful or attempt to induce BREW-tiful to use any confidential and proprietary information or material to which BREW-tiful is not entitled; and
  - (iv) upon termination of his/her relationship with BREW-tiful, he/she will return to the BREW-tiful all materials and information, and any copies thereof and certify to BREW-tiful that he/she no longer has any rights to such materials or information, and he/she will covenant that the original and all copies of such materials and information have been returned to BREW-tiful, and Rep hereby covenants that he/she will not develop direct sales services or products that are competitive with the services of BREW-tiful based upon the knowledge obtained in the relationship hereunder. The Rep will undertake all reasonably necessary and appropriate steps to ensure that the confidentiality of BREW-tiful's proprietary, confidential and/or trade secret information shall be maintained.
3. **REPRESENTATIVE INFORMATION.** The Rep recognizes and acknowledges that the relationship between BREW-tiful and its customers, representatives, and potential customers and representatives (for purposes of this section "Customers & Representatives") involves the exchange of private, confidential and proprietary information, both oral and written, by both the Customers & Representatives and BREW-tiful. The Rep acknowledges that all such information including, but not limited to, the identity of the BREW-tiful's Customers & Representatives, the price being charged by BREW-tiful to such Customers & Representatives, and the needs of such Customers & representatives, are all trade secrets of BREW-tiful and constitute private, confidential and proprietary information disclosed to the Rep in connection with his/her relationship hereunder. Therefore, the Rep agrees that any use of such information, for any reason, for his/her own account or on behalf of any person or corporation other than BREW-tiful, would constitute improper use of such information and trade secrets.
4. **RESTRICTIVE COVENANT.**
  - (i) The Rep covenants and agrees that the Rep:
    - a. During the period of his/her activities hereunder, he/she may not solicit or sell, for his/her own benefit or for any other entity, direct sales services or products that are competitive with the services or products of BREW-tiful, directly or indirectly; and
    - b. for 6 months following the termination of this relationship, for any reason, including involuntary termination by BREW-tiful (which may be with or without cause), he/she may not directly or indirectly solicit, sell or perform, for his/her own benefit or for any other entity, services that are competitive with the services of BREW-tiful, directly or indirectly;

- c. During the period of the relationship hereunder and for one year following the termination of such relationship for any reason, he/she may not, either directly or indirectly, solicit, attempt to solicit, or hire any representative or employee of BREW-tiful for which the Rep or representatives under his/her down-stream control performed any of the duties of such representation or otherwise had access, in any capacity whatsoever, for his/her own account or on behalf of any person or corporation other than BREW-tiful, nor attempt to induce any such person to leave their relationship with BREW-tiful to work for the Rep or any other person, firm or corporation.
  - d. During the period of his/her activities hereunder, he/she may not directly or indirectly (with or without knowledge) re-sell, re-brand, re-label or repackaging, BREW-tiful products or services under any other brand name other than BREW-tiful Coffee.
- (ii) The Rep and BREW-tiful acknowledge and agree that the duration and geographic scope of the covenants contained in Section 5(a) are fair and reasonable. Accordingly, the Rep and BREW-tiful agree that, in the event that any of the covenants contained in Section 4(i) is nevertheless judicially determined to be unenforceable because of the duration or geographic scope thereof, the court making such determination is hereby directed to reduce such duration and/or scope to the extent necessary to enable such court to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.
- (iii) The Rep understands and acknowledges that it is not BREW-tiful's intention to interfere in any way with Rep's employment opportunities, except in such situations where the same conflict with the legitimate business interests of BREW-tiful. The Rep agrees that he/she will notify BREW-tiful in writing if he/she has, or reasonably should have, any questions regarding the applicability of this Agreement to the Rep's activities.
- 5. **TERMINATION.** The term of the relationship hereunder shall continue until terminated by either party by written notice to the other.
- 6. **STATUS.** BREW-tiful has advised Rep and Rep agrees that Rep is not an employee of BREW-tiful, and Rep is not entitled to any benefits provided or rights guaranteed by BREW-tiful, or by operation of law, to its respective employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans, health plans, premium "overtime" pay, and the like, and Rep hereby waives any claim to the same to the full extent permitted by law. It is understood and agreed that since the Rep is not an employee, BREW-tiful will make no deductions from fees paid to Rep for any federal or state taxes or FICA relating to Rep, and BREW-tiful has no obligation to provide Worker's Compensation coverage for Rep or to make any premium "overtime" payments. In the event of any claims brought or threatened by any party against BREW-tiful relating to the status, acts or omissions of BREW-tiful or Rep, Rep agrees to cooperate in all reasonable respects, including to support the assertions of non-employment status made in this Agreement.
- 7. **ENFORCEMENT AND REMEDIES.**
  - (i) Rep agrees to indemnify and hold harmless BREW-tiful and its clients for any and all loss, costs and other liability incurred or threatened, including attorneys' fees, related to violations of the obligations set forth in this Agreement. Rep agrees that, in the event of a breach of any covenant, term or condition contained herein, money damages and other remedies available at law for such breach will alone be inadequate and that BREW-tiful shall be entitled to injunctive or other equitable relief in any action or proceeding to enforce any such covenant. Furthermore, Rep agrees that if any court determines that Rep has breached this Agreement, he/she will be liable to pay BREW-tiful its reasonable legal fees incurred in connection with such proceeding, including appeals therefrom.
  - (ii) The Rep and BREW-tiful hereby agree that if the Rep should breach any of the covenants contained in Sections 1, 2, 3 or 4, the monetary damages suffered by BREW-tiful would be difficult to precisely measure. Accordingly, the parties hereto agree that, although such damages would almost certainly exceed an amount equal to the greater of (a) \$500 for each representative in Rep's down-stream control at the time of such breach, or (b) \$5,000 (the "Liquidated Damages Amount"), they would in all events be at least equal to the Liquidated Damages Amount, and the Rep and the BREW-tiful agree that, as a measure of liquidated damages and not a penalty, BREW-tiful shall be entitled to recover the Liquidated Damages Amount from the Rep in the event of such a breach, in addition to such other damages that BREW-tiful shall be able to prove, and in addition to all other remedies at law or in equity that any court shall deem appropriate (including the remedies referred to in Section 7(i)). In the event that any court of competent jurisdiction refuses to award BREW-tiful the Liquidated Damages Amount in remedy of any such breach, the Rep shall be liable to BREW-tiful for such damages, costs and expenses that BREW-tiful shall be able to prove, which amount may be more or less than the Liquidated Damages Amount. The Rep hereby authorizes and directs BREW-tiful, to the extent permitted by applicable law, to offset, in the event of any such breach, the Liquidated Damages Amount (or portion thereof) against any amounts that may be due and owing from BREW-tiful to the Rep from time to time.
- 8. **MISCELLANEOUS.** This Agreement shall be governed by the laws of the State of Ohio, except for its choice of law rules, regardless of where the work is performed. The parties agree to the exclusive jurisdiction of the federal and state courts of Ohio in connection with any dispute arising hereunder.