



## 7k Metals Terms and Conditions

1. I understand that as a 7k Metals Associate:
  - a. I have the right to offer for sale 7k Metals products and services in accordance with these Terms and Conditions.
  - b. I have the right to enroll persons in 7k Metals.
  - c. If qualified, I have the right to earn commissions pursuant to the 7k Metals Compensation Plan.
2. I agree to present the 7k Metals Marketing and Compensation Plan and 7k Metals products and services as set forth in official 7k Metals literature.
3. I agree that as a 7k Metals Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of 7k Metals. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF 7k METALS FOR FEDERAL OR STATE TAX PURPOSES.** 7k Metals 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 7k Metals Policies and Procedures and the 7k Metals Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). In the event of a conflict between these Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If I have not yet reviewed the Policies and Procedures and/or Compensation Plan at the time I sign this Agreement, I understand that they are posted at [www.7kmetals.com](http://www.7kmetals.com), and in my 7k Metals Back Office. I will review the Policies and Procedures and Compensation Plan within five days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures or Compensation Plan, my sole recourse is to notify the company and cancel my 7k Metals Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures and Compensation Plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from 7k Metals. I understand that the Agreement may be amended at the sole and absolutely discretion of 7k Metals, and I agree to abide by all such amendments. Notification of amendments shall be posted on 7k Metal's website and in my 7k Metals Back Office. Amendments shall become effective 30 days after publication, but any amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my 7k Metals business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.



5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my 7k Metals business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Associate. I shall not be eligible to sell 7k Metals 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.** 7k Metals reserves the right to terminate all Associate Agreements upon 30 days notice if the Company 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. Associate may cancel this Agreement at any time, and for any reason, upon written notice to 7k Metals at its principal business address. 7k Metals shall have the right in its sole and absolute discretion not to accept this Agreement or any renewal of it.
6. I may not assign any rights under the Agreement without the prior written consent of 7k Metals. Any attempt to transfer or assign the Agreement without the express written consent of 7k Metals renders the Agreement voidable at the option of 7k Metals and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, 7k Metals may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that 7k Metals may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to 7k Metals.
8. 7k Metals, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release and hold harmless 7k Metals 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 and hold harmless 7k Metals and its affiliates from all liability arising from or relating to the promotion or operation of my 7k Metals business and any activities related to it (e.g., the presentation of 7k Metals products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify 7k Metals for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by 7k Metals at its discretion, constitutes the entire contract between 7k Metals and myself. Any promises,



representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by 7k Metals of any breach of the Agreement must be in writing and signed by an authorized officer of 7k Metals. Waiver by 7k Metals of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the 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 Agreement shall remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho without regard to principles of conflicts of laws. In the event of a dispute between an Associate and 7k Metals 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 Policies and Procedures. 7k Metals shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against an Associate. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.
13. Notwithstanding the foregoing, either party 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 distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the District of Idaho, or state court residing in Bonneville County, State of Idaho.
14. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law. Should a Louisiana resident cancel the Associate Agreement, 7k Metals will refund 90% of the Replicated website hosting fee.
15. MT Residents: Should a Montana resident cancel the Associate Agreement within 15 days from the date of enrollment, 7k Metals will refund 100% of the purchase price for the Starter Kit and Replicated website hosting fee.
16. MA and WY Residents: Should a Massachusetts or Wyoming resident cancel the Associate Agreement, 7k Metals will refund 90% of the Replicated website hosting fee.



17. Except as provided in paragraphs 14-16, refunds will be issued as provided in the Policies and Procedures and in the Notice of Right to Cancel.
18. **A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.**
19. If an Associate wishes to bring an action against 7k Metals for any act or omission relating to or arising from the 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 7k Metals for such act or omission. **Associate waives all claims that any other statute of limitations applies.**
20. **Liquidated Damages. In any case which arises from or relates to the termination of Associate's Agreement and independent business, the parties agree that damages will be very difficult to ascertain. Therefore, the parties stipulate that if an Associate's termination is proven and held to be wrongful under any theory of law, Associate's sole remedy shall be liquidated damages calculated as follows:**
- a. **For Associates at the rank of Associate through Bronze, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the 7k Metals Compensation Plan in the twelve (12) months immediately preceding the termination.**
  - b. **For Associates at the rank Silver through Gold, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the 7k Metals Compensation Plan in the eighteen (18) months immediately preceding the termination.**
  - c. **For Associates at the rank Platinum through Double Platinum, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Compensation Plan in the twenty-four (24) months immediately preceding the termination.**
- Gross compensation shall include commissions and bonuses earned by the Associate pursuant to the Compensation Plan as well as retail profits earned by Associate for the sale of 7k Metals merchandise. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed retail receipts provided by Associate to Customers at the time of the sale.**
21. I authorize 7k Metals to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.