

OlivGlobal LLC

MLM Affiliate Business Opportunity Agreement

This Multi-Level Marketing Affiliate Business Opportunity Agreement ("Agreement") is entered into between **OlivGlobal LLC** ("Company"), a limited liability company registered in the State of Idaho, with its principal place of business at 800 W Main Street, Suite 1460, Boise, ID 83702, and the **Independent Affiliate** ("Affiliate"), collectively referred to as the "Parties."

1. Definitions

- **Products:** Health and wellness, dietary supplement products offered by the Company for sale.
- **Compensation Plan:** The structure for earning commissions, as detailed in Exhibit A, based on sales of Products to ultimate consumers and downline sales.
- **Downline:** Affiliates recruited directly or indirectly by the Affiliate.
- **Upline:** The Affiliate's sponsor and their sponsors.
- **Ultimate Consumer:** A non-participant end user who purchases Products for personal use.
- **Member:** A participant end user who purchase Products at the wholesale price and can retail the product at a mark-up

2. Appointment and Relationship

- The Company appoints the Affiliate as an independent contractor to promote and sell Products and recruit other Affiliates in accordance with this Agreement.
- The Affiliate is not an employee, agent, partner, or joint venturer of the Company and shall not represent themselves as such.
- The appointment is non-exclusive, allowing the Company to appoint other affiliates.

3. Compliance with Laws

- The Affiliate shall comply with all applicable federal, state, local, and international laws, including but not limited to:
 - **Federal Trade Commission Act:** Ensuring no deceptive or unfair practices (FTC Guidance).
 - **Federal Food, Drug, and Cosmetic Act:** Governing dietary supplement claims.
 - **Idaho Code § 18-3101:** Prohibiting pyramid promotional schemes (Idaho Statutes).
 - **CAN-SPAM Act:** Regulating commercial email communications.
 - **Truth In Advertising Standard:** All legal and ethical requirement to be truthful.
 - **Consumer Protection Law:**
 - Legal Requirement: Adhere to all local, national, and international laws to operations

- Ethical Requirement: Act Transparently with Integrity and Honesty, avoid deception and maintain truthful communication at all times.
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- The Affiliate shall not engage in activities that could be construed as operating a pyramid scheme, defined as a plan where compensation is primarily derived from recruitment rather than product sales to ultimate consumers.

4. Product Claims and Marketing

- The Affiliate shall only make claims about Products that are pre-approved by the Company and comply with FDA regulations for dietary supplements, prohibiting therapeutic or disease-related claims.
- Only Company-provided or approved marketing materials may be used.
- The Affiliate shall comply with e-commerce laws, including the CAN-SPAM Act, ensuring commercial emails include a valid physical address and opt-out mechanism.

5. Earnings Claims

- The Affiliate shall not make earnings claims unless based on actual, typical results of Affiliates, substantiated by reliable data.
- Any earnings claim must include a clear and conspicuous disclaimer, e.g., “These results are not typical. Individual results may vary,” placed prominently next to the claim.

6. Inventory and Buyback Policy

- The Company maintains an inventory repurchase program per Idaho law, allowing Affiliates to return unopened, unused, marketable inventory within 12 months for a refund of at least 90% of the original net cost, less set-offs and legal claims (see Exhibit B).
- The Affiliate shall not engage in inventory loading, purchasing more Products than reasonably needed for sales to ultimate consumers.

7. Compensation Plan

- The Affiliate earns commissions as outlined in Exhibit A, based primarily on sales of Products to ultimate consumers and secondarily on downline sales.
- Compensation is not based on recruitment alone, ensuring compliance with anti-pyramid scheme laws.

8. Training and Support

- The Company shall provide training materials and support to assist the Affiliate in promoting Products and building their business, including compliance guidelines.

9. Intellectual Property

- The Company grants the Affiliate a non-exclusive, revocable license to use its trademarks, logos, and copyrighted materials solely for promoting Products and the business opportunity, subject to Company guidelines.
- The Affiliate shall not modify or use intellectual property outside approved purposes.

10. Confidentiality

- The Affiliate shall maintain the confidentiality of proprietary information, including customer lists, business strategies, and Compensation Plan details, during and after the term of this Agreement.

11. International Operations

- Affiliates operating outside the U.S. must comply with all applicable local laws and regulations in their respective countries.
- The Company is not responsible for ensuring compliance with foreign laws, but Affiliates must adhere to this Agreement's terms.

12. Term and Termination

- This Agreement commences upon the Company's acceptance of the Affiliate's application and continues until terminated.
- Either party may terminate with 30 days' written notice.
- The Company may terminate immediately for breach of this Agreement, including non-compliance with laws or Company policies.
- Upon termination, the Affiliate shall cease using Company intellectual property and return confidential information.

13. Dispute Resolution

- All disputes or grievances shall be directed to compliance@olivGlobal.com.
- The Parties agree to attempt resolution through mediation in Boise, Idaho, before pursuing binding arbitration under the rules of the American Arbitration Association.
- This Agreement is governed by the laws of the State of Idaho, with venue in Ada County.

14. Miscellaneous

- **Entire Agreement:** This Agreement, including Exhibits, constitutes the entire agreement between the Parties, superseding all prior agreements.
- **Amendments:** Amendments must be in writing and signed by both Parties.
- **Severability:** If any provision is invalid, the remaining provisions remain enforceable.

- **Assignment:** The Affiliate may not assign this Agreement without the Company’s written consent.

Exhibit A: Compensation Plan

[To be provided by OlivGlobal LLC, detailing commission structure based on product sales and downline performance, ensuring primary focus on sales to ultimate consumers.]

Exhibit B: Inventory Buyback Policy

- The Company will repurchase unopened, unused, marketable inventory within 12 months of purchase at 90% of the original net cost, less set-offs.
- Excludes seasonal, discontinued, or special promotion products.
- Affiliates must submit a written request to compliance@olivGlobal.com.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the Affiliate’s acceptance by the Company.

OlivGlobal LLC

By: _____

Name: Henry D. Marsh, Esq

Title: President & CEO

Date:

Independent Affiliate

By: _____

Name:

Title:

Date:

EXHIBIT A
AFFILIATE COMPENSATION PLAN
OlivGlobal LLC

MATRIX COMPENSATION PLAN
ATTACHED

EXHIBIT B

INVENTORY AND BUYBACK POLICY

OlivGlobal LLC

This Inventory and Buyback Policy ("Policy") outlines the terms and conditions under which OlivGlobal LLC ("Company") will repurchase inventory from its affiliates ("Affiliates") and the Company's stance on inventory loading. This Policy is designed to comply with applicable laws, including [Idaho Code, Title 18, Chapter 31, Section 18-3101](#), and to ensure fair treatment of all Affiliates.

1. Inventory Repurchase Program

1.1 Eligibility

Upon termination of an Affiliate's business relationship with the Company, the Company will repurchase current and marketable inventory that was purchased by the Affiliate within the twelve (12) months preceding the date of termination.

1.2 Definition of Current and Marketable Inventory

"Current and marketable inventory" includes:

- Unopened and unused products that are within their commercially reasonable shelf-life.
- Products that have not been discontinued or designated as seasonal or special promotion items, unless otherwise specified.

Products that are seasonal, discontinued, or part of special promotions may not be eligible for repurchase if clearly communicated by the Company at the time of purchase.

1.3 Repurchase Terms

The Company will refund at least ninety percent (90%) of the original net cost of the inventory, less any appropriate set-offs and legal claims.

1.4 Process for Returning Inventory

To initiate a return, the Affiliate must:

- Notify the Company in writing of their intent to return inventory within thirty (30) days of termination.
- Provide a detailed list of the inventory to be returned, including purchase dates and original costs.

- Ship the inventory to the Company's designated address at the Affiliate's expense.

The Company will process the refund within sixty (60) days of receiving the returned inventory, provided that the inventory meets the eligibility criteria.

2. Prohibition on Inventory Loading

Inventory loading, defined as the purchase of more products than an Affiliate can reasonably expect to sell to ultimate consumers or use personally within a reasonable time frame, is strictly prohibited. The Company does not promote, induce, or reward inventory loading. Affiliates are encouraged to manage their inventory responsibly and to base their purchases on actual sales and personal use needs.