

Everra

Independent Consultant Agreement

This Independent Consultant Agreement between the named Consultant ("Consultant") and Influre, LLC dba Everra (the "Company") is effective under the terms and conditions stated below:

1. I understand that as a Consultant:
 - a. I have the right to offer for sale Company products and services in accordance with this Agreement.
 - b. I have the right to enroll persons in the Company.
2. I agree to present the Company Marketing Plan and Company products and services as set forth in official Company literature.
3. I agree that as a Consultant, I am an independent contractor, and not an employee, agent, legal representative, or franchisee of the Company. 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 WILL NOT BE TREATED AS AN EMPLOYEE OF THE COMPANY FOR FEDERAL, PROVINCIAL OR STATE TAX PURPOSES. The Company 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 COMPANY POLICIES AND PROCEDURES AND THE COMPANY MARKETING PLAN, both of which are incorporated into and made a part of this agreement (these three documents will 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 the Company. I understand that the Agreement may be amended at the sole discretion of the Company, and I agree to abide by all such amendments. Notification of amendments will be posted on the Company's website. Amendments will become effective 30 days after publication, but amended policies will not apply retroactively to conduct that occurred prior to the effective date of the amendment.
5. The term of this agreement is one year (subject to prior cancellation according to the Policies and Procedures). If my Company business is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Consultant. I will not be eligible to sell the Company products and services nor will 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. The Company reserves the right to terminate any Agreement upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity. A Consultant may cancel this Agreement at any time, and for any reason, upon written notice to the Company at its principal business address.

6. I may not assign any rights under the Agreement without the prior written consent of the Company. Any attempt to transfer or assign the Agreement without the express written consent of the Company renders the Agreement voidable at the option of the Company and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, the Company 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 will 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 the Company may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to the Company.

8. The Company, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), will not be liable for, and I release the Company 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 the Company and its affiliates from all liability arising from or relating to the promotion or operation of my the Company business and any activities related to it (e.g., the presentation of the Company products or Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify the Company 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 the Company at its discretion, constitutes the entire contract between the Company 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 the Company of any breach of the Agreement must be in writing and signed by an authorized officer of the Company. Waiver by the Company of any breach of the Agreement by me will 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 will be severed, and the severed provision will be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. In the event of a dispute between a Consultant and the Company 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 the dispute resolution provisions as are more fully described in the Policies and Procedures. The Company will not be obligated to engage in mediation as a prerequisite to disciplinary action against a Consultant.

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. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the District of Utah, or state court residing in Salt Lake County, State of Utah.

14. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

15. MT Residents: Should a Montana resident cancel the Independent Consultant Agreement within 15 days from the date of enrollment, the Company will refund 100% of the enrollment fee.

16. A participant in this business 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.

17. If a Consultant wishes to bring an action against the Company 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 will bar all claims against the Company for such act or omission. Consultants waives all claims that any other statute of limitations applies.

18. The Company and I agree to waive any right to participate in a class action, bring a class action, or proceed on a class basis.

19. I authorize the Company to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

20. A faxed, electronic, or online copy of the Agreement will be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of a Cancellation Notice that states "I HEREBY CANCEL THIS TRANSACTION," or send a telegram, to the Company NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.