

## Terms & Conditions

The Application & Agreement, Policies & Procedures and Compensation Plan are specifically incorporated herein by reference. They, along with these Terms & Conditions, form the Agreement between: Beyuna USA Corporation ("BEYUNA") and the Independent Sales Representative. They shall be effective only upon acceptance by Beyuna, at its principal office:

Beyuna USA Corporation  
228 East 45th Street  
Suite 9E  
New York, NY 10017  
United States  
Tel: (347) 846-0086  
Email: info@beyuna.com

Independent Sales Representative (hereafter "ISR") AGREES:

1. ISR is of legal age in the state in which he/she resides. The minimum age to become an ISR is 18 years.
2. ISR understands that he/she: a) has the right to sell and solicit orders for Beyuna products and services in accordance with the Agreement and understands that it is within the exclusive right of Beyuna to accept or reject orders submitted by him/her; b) has the right to sponsor and enroll persons as ISRs in Beyuna; and c) if qualified, has the right to earn commissions pursuant to the Compensation Plan.
3. Any ISR who sponsors another ISR or receives a Bonus or Commission on the product sales of another ISR must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of a product or service to the ultimate consumer and in the training of those ISRs whom he/she has personally sponsored. ISR must have ongoing contact and communication with her/his sales organization. Examples may include, but are not limited to: email, newsletters, correspondence, meetings, telephone contact, and accompanying individuals to Beyuna training sessions. ISR should be able to provide evidence to Beyuna of ongoing fulfillment of sponsor responsibilities.
4. ISR understands that he/she is not compensated for sponsoring other ISRs but earns compensation solely on the sale of products and/or services to ultimate consumers.
5. ISR must provide her/his Social Security Number or Federal Tax ID Number for tax reporting purposes on any monies earned as an ISR. Such information is provided to Beyuna on an IRS Form W-9 which must be submitted to Beyuna within 30 days of Beyuna's acceptance of ISR's application. Failure to timely submit a properly completed IRS Form W-9 shall result in the automatic termination of the Agreement. ISR agrees to accept the sole responsibility for the payment of all applicable self-employment taxes, all applicable state and federal income taxes, and any other taxes on income earned as an ISR. ISR should consult with an attorney or tax accountant regarding the payment of income taxes on compensation earned as an ISR.
6. ISR understands that he/she is an independent contractor and not an employee, partner, legal representative, or franchisee of Beyuna. ISR agrees that he/she will be solely responsible for paying all expenses that he/she incurs, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. ISR UNDERSTANDS THAT HE/SHE SHALL NOT BE TREATED AS AN EMPLOYEE OF BEYUNA FOR FEDERAL OR STATE TAX PURPOSES. Beyuna is not responsible for withholding and shall not withhold or deduct from ISR's bonuses and commissions, if any, FICA, or taxes of any kind. ISR understands that he/she is not entitled to workers compensation or unemployment security benefits of any kind from Beyuna.

7. ISR acknowledges that he/she has carefully read and agrees to comply with the Beyuna Policies and Procedures, the Beyuna Compensation Plan, and the Business Entity Addendum (the Business Entity Addendum applies only to business entities that apply to become an ISR) each of which are incorporated into and made a part of these Terms and Conditions (these four documents shall be collectively referred to as the "Agreement"). If ISR has not yet reviewed the Policies and Procedures at the time that he/she executes this Agreement, ISR understands that they are posted in the Beyuna website Back-Office. ISR will review the Policies and Procedures within five days from the date on which he/she executes this Agreement. If ISR does not agree to the Policies and Procedures or Compensation Plan, her/his sole recourse is to notify the Company and cancel this Agreement. Failure to cancel constitutes ISR's acceptance of the Policies and Procedures and Compensation Plan.
8. ISR understands that he/she must be in good standing, and not in violation of the Agreement, to be eligible for commissions from Beyuna. ISR understands that the Agreement may be amended at the sole discretion of Beyuna and agrees to abide by all such amendments. Notification of amendments shall be sent to ISR by email and posted in the Beyuna Back-Office. Amendments shall become effective 30 days after notice of the amendments is given but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of ISR's Beyuna business or ISR's acceptance of commissions after the effective date of any amendment shall constitute ISR's acceptance of any and all amendments.
9. The term of this Agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If ISR does not renew the Agreement by paying the annual renewal fee, or if it is canceled or terminated for any reason, ISR understands that he/she will permanently lose all rights as an ISR. In that event, ISR shall not be eligible to sell Beyuna products and services nor shall ISR be eligible to receive commissions, bonuses, or other income resulting from ISR's activities or the activities of ISR's former downline sales organization. In the event of cancellation, termination or nonrenewal, ISR waives all rights, including but not limited to property rights, to her/his former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of ISR's former downline organization. Beyuna reserves the right to terminate all ISR 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.
10. ISR is free to participate in other direct selling/network marketing programs. However, ISR SHALL NOT promote or sell other direct selling/network marketing companies' sales programs, products or company functions on any website where Beyuna is mentioned or use the Beyuna forms or printed materials or its name, prestige, or drawing power in connection with or in support of any other business activities.
11. During the term of this Agreement and for a period of one year following the termination of this Agreement for any reason, ISR shall not sponsor or attempt to sponsor another Beyuna ISR into another Direct Sales and/or Network Marketing company except for her/his personally sponsored ISRs. In addition, no ISR shall participate in any action that causes an ISR to be sponsored through someone else into another Network Marketing company.
12. ISR will make no claims as to income potential either written or oral except those prepared by Beyuna for illustration purposes only.
13. ISR will not make any claims of any kind pertaining to the benefits of Beyuna's products and services except those given in official Beyuna promotional media. When presenting the Beyuna program to others, ISR shall present the program in its entirety, without omission, distortion or misrepresentation.
14. ISR shall not represent or imply, directly or indirectly, that Beyuna has been approved or endorsed by any governmental agency. (Government regulatory agencies do not approve or endorse any marketing company product or programs.)
15. ISR understands that at least 51% of all of her/his wholesale purchases must be resold to customers who are not ISRs of

Beyuna and that he/she will not purchase products solely for qualification for a higher position, bonus or commissions.

16. In the event this Agreement is terminated for any reason, the terminated ISR will be eligible to reapply and may choose a new sponsor after six (6) months. A terminated ISR that reenters the program has no claim to any of her/his original downline organization.
17. ISR understands that Beyuna does not permit changing of sponsors. Network Marketing is a business of creating relationships. Once an ISR is sponsored, Beyuna believes in maximum protection of that relationship.
18. ISR understands that Beyuna will provide ISR a replicated Web Page as part of the required Cloud Office subscription.
19. Beyuna will pay ISR commissions and bonuses on orders received and accepted for sale of products to the ultimate consumer (not sales aids) made by ISR and her/his sales organization under the terms of the Compensation Plan.
20. ISR may not assign any rights under the Agreement without the prior written consent of Beyuna. Any attempt to transfer or assign the Agreement without the express written consent of Beyuna renders the Agreement voidable at the option of Beyuna and may result in termination of the Agreement.
21. ISR understands that if she/he fails to comply with the terms of the Agreement, Beyuna may impose disciplinary sanctions as set forth in the Policies and Procedures.
22. Neither party, its parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall be liable to the other for consequential or exemplary damages for any claim or cause of action relating to the Agreement or the use of Beyuna's products, even if the party has been advised of the likelihood of such damage.
23. The Agreement, in its current form and as amended by Beyuna at its discretion, constitutes the entire contract between Beyuna and ISR. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
24. Any waiver by either party of any breach of the Agreement must be in writing and signed by an authorized agent of the party against which the waiver is asserted. Any waiver of a breach by a party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.
25. 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 will remain in full force and effect.
26. If a dispute arises between ISR and Beyuna relating to the Agreement, the Beyuna business, or the rights and obligations of either party, the parties shall resolve the dispute as set forth in the Dispute Resolution provisions in the Policies and Procedures.
27. MD Residents: A participant who resides in Maryland may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company will repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant.
28. MT Residents: A Montana resident may cancel her/his ISR Agreement within 15 days from the date on which this application is submitted and is entitled to a full refund for the Cloud Office subscription or any other consideration She/he paid within such time period to participate in the program.

29. LA, MA and WY Residents: If you cancel your ISR Agreement, upon receipt of your written request, Beyuna will refund 90% of the costs you have incurred to participate in the program during the current year.
30. Puerto Rico Residents: You may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Your cancellation must be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: (a) Reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; (c) Return 90% of any sum paid by you for the purpose of participating in the business.
31. ISR agrees to release Beyuna and its affiliates from all liability arising from or relating to ISR's promotion or operation of ISR's independent Beyuna business and any activities related to it (e.g., the presentation of Beyuna products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agrees to indemnify Beyuna for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that ISR undertakes in operating her/his independent Beyuna business.
32. 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 or via the ISR's Back-Office.
33. ISR grants Beyuna an irrevocable license to reproduce and use ISR's name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums and streaming videos, and ISR waives all claims for remuneration for such use. ISR further waives the right to inspect or approve all draft, beta, preliminary, and finished material.