

DISTRIBUTOR AGREEMENT

Noeva Group LLC

Effective Date : 2026-01-01

This Distributor Agreement (“Agreement”) is entered into by and between Noeva Group LLC, a Delaware Limited Liability Company (“Company”), and the individual or legal entity accepting this Agreement (“Distributor”).

By registering as a Distributor, you acknowledge that you have read, understood, and agreed to be bound by this Agreement, the Company’s Terms and Conditions, and any incorporated policies.

1. Independent Contractor Status

The Distributor is an independent contractor and is not an employee, partner, legal representative, or agent of the Company.

The Distributor has no authority to bind the Company, incur obligations on its behalf, or make representations other than those expressly authorized.

The Distributor is solely responsible for all taxes, fees, and legal obligations arising from their activities. It is the distributor’s responsibility to declare and pay taxes in their country of tax resident.

2. Tax Compliance, KYC, and AML Obligations

As a condition of participation, the Distributor agrees to comply with all applicable tax, Know Your Customer (KYC), Anti-Money Laundering (AML), and sanctions laws. The Company may require the submission of Form W-8BEN for U.S. tax reporting purposes, as well as additional documentation, including but not limited to government-issued identification, proof of address, and any information necessary to verify identity, tax residency, and compliance with international AML, FATF, and OFAC regulations. Failure to comply may result in suspension or termination of this Agreement.

3. U.S. Market Exclusion and Passive Availability

The Company does not actively operate, market, solicit, or promote its Distributor Program or products within the United States or to the U.S. market. The Distributor acknowledges that the Company’s services may be passively accessible online; however, such passive availability shall not be construed as an offer, solicitation, or engagement in business activities within U.S. territory. The Distributor represents that they do not actively conduct Company-related business activities from within the United States and agrees to comply with all applicable laws in their country of residence.

The Distributor represents and warrants compliance with this section and agrees to immediately notify the Company of any change in circumstances.

The Distributor agrees to immediately notify the Company of any change in circumstances that may affect their eligibility. Any breach of this provision may result in immediate termination of the Distributor agreement, without compensation.

The Company does not authorize any marketing, solicitation, sales, or distribution activities to be carried out within the United States or directed toward the U.S. market.

4. FTC and Anti-Pyramid Compliance

The Company operates a lawful direct selling business and strictly prohibits any pyramid or Ponzi-type activity.

Distributor compensation is based on actual product and service sales, not solely on recruitment.

No compensation is guaranteed, and no purchase is required solely to earn commissions.

Distributors must comply with all federal, state, and local laws, including FTC regulations governing MLM activities, where applicable.

5. Earnings Disclaimer – No guarantee of results

The Company makes no guarantee of income, profits, or success.

Any earnings or income examples are illustrative only and do not represent typical results. Individual results vary based on effort, skills, experience, and market conditions.

The Distributor acknowledges that success is not guaranteed.

6. No income from recruitment

Recruiting a distributor does not entitle you to any remuneration.

Revenue is derived solely from the overall revenue generated by the sales to customers and according to the compensation plan.

7. Retail Sales Requirement and Anti-Pyramid Safeguards

Distributor compensation is strictly based on bona fide sales of products or services to end consumers for personal use. Compensation is not based on recruitment. Any compensation earned must be directly linked to genuine market demand and retail consumption.

8. Platform Access and Operational Requirements

In order to perform distribution activities, access the Company's digital tools, track sales, and receive commission payments, Distributors are required to maintain an active platform access license. This license provides access to the Company's digital infrastructure, training resources, reporting tools, and commission processing systems.

The license fee is a reasonable administrative and operational fee, does not constitute an investment, is not commissionable, and does not, in itself, generate income. Compensation is earned exclusively through the sale of products or services to customers in accordance with the Compensation Plan.

No compensation is paid on the purchase, renewal, or maintenance of the platform access license, and no Distributor earns commissions from the licensing fees paid by other Distributors.

9. Compensation Plan Incorporation

The Company's Compensation Plan, as published inside the Company's official website (as further detailed in the **Income Disclosure Statement**) and as may be amended from time to time, is hereby incorporated into this Agreement by reference. The Distributor acknowledges that the Compensation Plan forms an integral and binding part of this Agreement and agrees to comply with its terms. The Company reserves the right to modify the Compensation Plan to ensure legal, regulatory, or operational compliance, provided that such modifications are applied uniformly.

10. Marketing and Conduct Obligations

The Distributor agrees to :

- Comply with all applicable laws and regulations
- Comply with the Privacy Policy of Noeva Group LLC
- Avoid making income guarantees or misleading claims
- Accurately represent products and the compensation plan
- Market the Company honestly and ethically
- Use only Company-approved marketing materials

Any deceptive, fraudulent, or misleading conduct is strictly prohibited.

11. Confidentiality

Distributors agree to maintain the confidentiality of Company trade secrets and proprietary information.

12. Intellectual Property

The Distributor is granted a limited, non-exclusive, revocable license to use Company trademarks and materials solely for authorized marketing purposes.

All intellectual property remains the exclusive property of the Company.

13. Termination

The Company reserves the right to suspend or terminate this Agreement at any time, with or without notice, for :

- violation of this Agreement
- violation of applicable laws
- fraudulent or unethical conduct
- regulatory or compliance risk

Upon termination, all rights to commissions and use of Company materials immediately cease.

14. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for indirect, incidental, consequential, or special damages arising from participation in the Distributor Program.

15. Indemnification

The Distributor agrees to indemnify and hold harmless the Company from any claims, losses, or liabilities arising from their actions or violations of this Agreement.

16. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to conflict-of-law principles. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration, unless such arbitration or governing law is prohibited by mandatory laws applicable in the Distributor's country of residence, in which case disputes shall be resolved in accordance with applicable local law or through an internationally recognized arbitration framework.

17. Entire Agreement

This Agreement, together with the **Terms and Conditions**, constitutes the entire agreement between the parties and supersedes all prior agreements or representations.