



# SAVVI

## FASHION INDEPENDENT REPRESENTATIVE AGREEMENT

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### TERMS AND CONDITIONS

UNITED STATES OF AMERICA

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This Savvi Independent Representative Application and Agreement (“Agreement”) is made by and between the undersigned (“Independent Representative”) and Piphany, Inc., a Utah corporation d/b/a Savvi (“Savvi”), effective as of the date set forth herein (“Effective Date”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Savvi may, subject to the terms and conditions of this Agreement and any other applicable agreement or document incorporated herein by reference, sell Savvi products directly to Independent Representative for resale or sell and fulfill orders for Products from Independent Representative’s customers.
2. Savvi hereby grants to Independent Representative the limited right to sell Savvi Products. Independent Representative’s sole authority shall be to solicit orders for Savvi Products in accordance with the terms of this Agreement. Independent Representative shall not have the authority to make any commitments whatsoever on behalf of Savvi and shall be fully responsible for keeping Independent Representative’s customers duly informed of this limit on Independent Representative’s authority to make agreements on behalf of Savvi with the customer.
3. Independent Representative shall use their best efforts to promote Savvi Products. Independent Representative shall also provide reasonable assistance to Savvi in promotional activities such as social media forums, trade shows, product presentations, and in-home parties. Independent Representative will devote adequate time and effort to perform their obligations.
4. Independent Representative shall be an independent contractor in accordance with the provisions of the Utah law, and any corresponding provisions of the law of any other state or jurisdiction, and not an employee, franchisee, representative, agent, joint venturer or partner. This Agreement shall not create an employer-employee relationship and shall not constitute a hiring of such nature by any party. Independent Representative is not authorized to, and shall not, obligate Savvi in any way legally or financially.
5. Independent Representative shall be responsible for and pay Independent Representative’s own self-employment taxes, income tax liabilities, business equipment or personal property taxes, applicable sales taxes with respect to inventory held by Independent Representative, and other similar obligations, whether federal, state or local. Savvi will not pay or withhold any FICA, SDI, federal or state income tax, or unemployment insurance or tax or any other amounts because the relationship of the parties hereto is not that of employer-employee, but that of independent contractor. Independent Representative shall be solely responsible for the payment of all taxes, withholdings, and other amounts owing regarding Independent Representative’s own employees, if any.
6. Independent Representative shall, at their own expense, provide and make arrangement for all travel,



equipment, sales materials, services, and other items necessary to perform their duties hereunder. Unless otherwise expressly agreed in writing, Savvi shall not provide any travel, equipment, sales materials, services or other items for the benefit of Independent Representative. Independent Representative shall be responsible for payment of their own expenses, including, but not limited to those items specifically set forth above.

7. Independent Representative will not make misleading or untruthful claims or representations of potential or actual income derived from the bonus or commission structure of Savvi. Any income claims made by Independent Representative must be accompanied by a notice that the Company provides information about the average earnings for Savvi Independent Representatives in its Income Disclosure Statement along with a reference (ie a hyperlink or other reference) as to where the Income Disclosure Statement can be obtained. This notice must be given clearly and conspicuously and in the same manner in which the income claim is made. Any income claims that are in violation of Federal Trade Commission rules and guidelines or other state rules and guidelines are expressly prohibited. Savvi does not pay any commission or other payment to Independent Representative for enrolling customers, Independent Representatives or others.

8. Savvi may, at its sole discretion, create, amend, or discontinue any of its compensation, bonus, commission or incentive plans or programs. Independent Representative shall have no vested

interest in any such plan or program, provided, however, that Savvi may not change the terms or conditions regarding compensation for any Product already sold to or placed in the possession of Independent Representative. Savvi's Policies and Procedures and Rewards Plan, and all other Savvi documents and agreements with or pertaining to Independent Representative are subject to the terms and conditions of this Agreement. This Agreement, Savvi's Policies and Procedures and Rewards Plan, and all other Savvi documents and agreements with or pertaining to Independent Representative may be amended at the sole discretion of Savvi and any changes or amendments will become effective upon Savvi's posting of notice thereof on its website.

9. The term of this Agreement is one year from the Effective Date or the date of its acceptance by Savvi, whichever shall occur last. This Agreement shall hereafter automatically renew for successive one-year terms unless terminated by Independent Representative. If this Agreement is terminated for any reason, Independent Representative shall not be eligible to purchase Products from Savvi at wholesale prices or make sales on behalf of Savvi or use any intellectual property, including, without limitation, trademarks, styles, or names of Savvi ("Intellectual Property") or any Confidential Information of Savvi, as defined below.. In the event of termination or nonrenewal of this Agreement, all rights of Independent Representative, if any, to any bonuses, commissions, or other compensation, whether or not related to productivity or sales activities of any other



Independent Representative, or otherwise, shall terminate.

10. Notwithstanding anything in this Agreement, Savvi reserves the right to immediately terminate this Agreement without notice if Independent Representative misrepresents Products or Savvi, violates Savvi's Policies and Procedures, or the acts of Independent Representative cause a negative impact on the business or reputation of Savvi. Savvi also reserves the right to terminate all Independent Representative Agreements if Savvi elects to: (1) discontinue its business; (2) dissolve as a business entity; or (3) terminate distribution of its Products through the direct selling channel. Independent Representative may cancel this Agreement at any time, and for any reason, by giving notice to Savvi.

11. Savvi reserves the right to charge additional shipping and handling fees for certain wholesale orders.

12. (a) Unless otherwise specified in writing by Savvi, all information provided by Savvi to Independent Representative is and shall remain confidential ("Confidential Information"). Confidential Information shall include, but not be limited to, all customer and independent representative information, customer and independent representative lists, sales information, wants and needs of customers, agreements, communications, plans, designs, reports, projections, budgets, proformas, or other materials, whether or not furnished or prepared by Savvi or its agents or employees.

(b) Independent Representative shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute, license, sell, use or otherwise make known any Confidential Information to any third party or person or entity not expressly authorized or permitted by Savvi to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; (iii) not directly or indirectly make any use Confidential Information or Intellectual Property, or of any feature, specification, detail or other characteristic contained in or derived from, Confidential Information or Intellectual Property, except for purposes of performing services hereunder.

(c) Independent Representative acknowledges that the Confidential Information constitutes trade secrets of Savvi within the meaning of and pursuant to the Utah law regarding trade secrets. Independent Representative further acknowledges that this Agreement constitutes reasonable efforts of Savvi to protect and maintain the secrecy and confidentiality of the Confidential Information.

(d) Independent Representative shall not, subject to the terms and conditions of this Agreement, directly or indirectly, contact, communicate with, solicit or conduct any business or enter into any transactions or associations of any economic value with any parties identified in, derived from, or obtained by reason of the Confidential Information, or otherwise identified or provided by Savvi, without the prior written permission of Savvi. Independent Representative



shall not derive any economic benefit from any transaction between any parties identified in, derived from, or obtained by reason of the Confidential Information or otherwise identified or provided by Savvi and any third party, without the prior written consent of Savvi. Independent Representative shall not use any third-party intermediaries or other devices to avoid or defeat the foregoing no circumvention covenants.

13. Independent Representative shall not, subject to the terms and conditions of this Agreement pertaining to survival or otherwise, (a) solicit or employ or engage any of Savvi's clients, customers, Independent Representatives, referral sources, employees, vendors, suppliers, associates, or independent contractors for a period of not less than one (1) year from the date of termination of this Agreement, or (b) make any misleading, unfair, inaccurate or disparaging claims, representations, or statements about Savvi, Savvi's Products, Savvi Independent Representatives, or Savvi's commercial activities.

14. Independent Representative expressly acknowledges that neither this Agreement, nor any compensation, bonuses, commissions or incentive plans or programs pertaining to the Products, business, Independent Representatives, Policies and Procedures, Rewards Plan, Product pricing structures, or retail commissions of Savvi constitutes a franchise or seller assisted marketing plan or any other regulated sales relationship. Specifically, Savvi does not represent that Independent Representative can earn any amount hereunder, whether or not in

excess of any initial payment made by Independent Representative, or that there is a market for the Products. Savvi does not maintain or enforce exclusive sales areas or territories for the benefit of Independent Representative.

15. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and Savvi's successors and assigns, except as set forth herein, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, except as set forth herein, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement, except as set forth herein.

16. This Agreement and (i) the Savvi Policies and Procedures, (ii) the Savvi Rewards Plan, (iv) the Business Entity Form, if applicable, all of which are hereby incorporated herein by reference, constitutes the entire agreement between Savvi and Independent Representative pertaining to the subject matter contained in this Agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. Any provision in this Agreement to the contrary notwithstanding, the obligations of Independent



Representative regarding confidentiality, no circumvention and no solicitation shall survive for so long as Savvi may, in its sole discretion, consider the Confidential Information to be confidential. If any provision of this Agreement shall, for any reason, be held unenforceable, such provision shall be severed from this Agreement. The invalidity of such specific provision, however, shall not affect the enforceability of any other provision herein, and the remaining provisions shall remain in full force and effect.

18. The obligations of Independent Representative under this Agreement are unique and constitute personal services. If Independent Representative breaches or defaults in its obligations under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, Savvi, in addition to any other available rights or remedies, may sue in equity for specific performance, without the necessity of posting bond or other security, and Independent Representative expressly waives the defense that a remedy in damages will be adequate and the requirement of a bond or other security.

19. Independent Representative understands that Savvi is a growing company still in its young stages and is aware that there may be changes in connection with Savvi growth. Independent Representative acknowledges that there may be changes in this Agreement, including the Policies and Procedures and Rewards Plan, from time to time, and that such changes will be binding upon Independent Representative regardless of whether Independent

Representative signs additional agreements in the future.

20. This Agreement shall be construed in accordance with, and governed by, the laws of the state of Utah without reference to or application of choice of law or conflict of law rules. This Agreement is deemed to have been entered into, and payment of amounts hereunder will be deemed to be made and received, in Salt Lake County, Utah. Therefore, venue for any action arising hereunder shall lie exclusively in Salt Lake County.