

# TESLA WAVE TERMS & CONDITIONS

## Terms & Conditions

This agreement contains a binding arbitration clause and a class action waiver. Please take the time to read this entire agreement. As it effects your right. This is a binding agreement.

1. I understand that as an Independent TESLA WAVE Distributor for TESLA WAVE , LLC (“TESLA WAVE ” , “Company”):

a. I have the right to offer for sale TESLA WAVE products and services in accordance with these Terms and Conditions.

b. I have the right to enroll others as TESLA WAVE Independent distributors.

c. If qualified, I have the right to earn commissions pursuant to the TESLA WAVE Tesla Wave Compensation Plan.

2. I agree to present the TESLA WAVE Compensation Plan and TESLA WAVE products and services as set forth in official TESLA WAVE literature. That I may not miss represent or guarantee income.

3. I agree that as a TESLA WAVE distributor I am an independent contractor, and not an employee, partner, legal representative, agent, or franchisee of TESLA WAVE . I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF TESLA WAVE FOR FEDERAL OR STATE TAX PURPOSES OR FOR ANY OTHER REASON. TESLA WAVE is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers compensation or unemployment security benefits of any kind from TESLA WAVE . That I shall be solely responsible for any and all taxes associated with my business. I understand I can not bind the company as I have not been granted authority to do so.

4. I understand that I may cancel my participation in this multilevel program at any time by providing TESLA WAVE with written notice at its principal business address.

5. I have carefully read and agree to comply with the TESLA WAVE Policies and Procedures, Code of Ethics TESLA WAVE Compensation Plan, these Terms & Conditions, Business Entity Addendum which are incorporated into and made a part of these Terms and Conditions (these documents shall be collectively referred to as the “Agreement”). I understand that the Agreement may be amended in the sole discretion of TESLA WAVE, and I agree to abide by all such amendments. Notification of amendments may be posted on TESLA WAVE ’s website, and/or sent via email. Amendments shall become effective upon publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my TESLA WAVE business or my acceptance of bonuses or commissions, or purchase of any goods or services from TESLA WAVE , and/or attendance at any Tesla Wave event, participation/attendance of any teleconference/webinar on or after the effective date of the amendments shall constitute my absolute acceptance of any and all amendments or agreements.

6. Your TESLA WAVE business shall remain in effect so long as you remain in compliance with the terms of the Agreement, and meet the requirements of the TESLA WAVE Compensation Plan, or until you voluntarily cancel your TESLA WAVE Agreement. Notwithstanding the foregoing, TESLA WAVE reserves the right to terminate all TESLA WAVE distributor Agreements upon 10 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. TESLA WAVE LLC may cancel this Agreement at any time, and for any reason, upon notice to TESLA WAVE at its principal business.

7. In the event of cancellation or termination, 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.

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

8.1 I understand that there is a fee associated with the application for the sale or transfer of my Tesla Wave distributorship, regardless of the outcome of the application. The fee is \$100.00 USD, and must be paid upon submission of the application. Tesla Wave reserved the exclusive right and at its sole discretion to allow or disallow the sale or transfer.

9. I understand that I must be active and in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from TESLA WAVE . I further agree that if I fail to comply with the terms of the Agreement, TESLA WAVE, may, in its sole discretion, impose upon me, in its sole discretion disciplinary up to and including termination of my TESLA WAVE business.

10. The Parties and their respective parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”), shall not be liable for, and the Parties release one another from, all claims for incidental, consequential and exemplary damages for any claim or cause of action relating to the Agreement.

11. I hereby agree to release TESLA WAVE its owners,directors,offices,employees,agents, and its affiliates from all liability arising from or relating to the promotion or operation of my TESLA WAVE business and any activities related to it (including, but not limited to, the presentation of TESLA WAVE products or TESLA WAVE Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify TESLA WAVE for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

12. The Agreement, in its current form and as amended by TESLA WAVE in its sole discretion, constitutes the entire contract between TESLA WAVE and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect, and I expressly waive any such rights or claims.

13. Any waiver by either Party of any breach of the Agreement must be in writing and signed by the Party waiving the breach. With respect to TESLA WAVE, only officers of the Company are authorized to waive any policy. Waiver by one who is not an officer of the Company shall not be binding on TESLA WAVE . Waiver by either Party of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.

14. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

15. If the TESLA WAVE applicant is a business entity of any type (trust, partnership, limited liability company, corporation, etc.), all members, managers, shareholders, trustees, partners, or others with any ownership interest in the business entity (collectively “Owners”) shall be jointly and severally liable for all contracts entered into with TESLA WAVE . Each Owner is individually bound to and must comply with and agree to the terms and conditions of the Agreement. Violation of the Agreement by any Owner or employee of the business entity shall be jointly and severally imputed to the business entity and all Owners of the business entity. Any breach of the Agreement by any Owner or employee of the business entity shall be grounds for disciplinary action jointly and severally against the business entity and/or each individual Owner.

16. For claims seeking \$10,000.00 or more that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the Parties cannot agree on a mediator, the complaining party shall request a mediator be appointed by the American Arbitration Association (“AAA”). The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator’s fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah and shall last no more than two business days.

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through confidential arbitration. The Parties waive rights to trial by jury or to any court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process as well as claims for less than \$10,000.00 not subject to the mediation requirement. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA’s Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA’s website at . Copies of the AAA’s Commercial Arbitration Rules and Mediation Procedures will also be emailed to TESLA WAVE Partners upon request to TESLA WAVE ’s Customer Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement, without regard to principles of conflicts of laws.
- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- The Parties shall be allotted equal time to present their respective cases;
- The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.

All arbitration proceedings shall be held in Salt Lake City, Utah. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including attorney’s fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the Parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award;
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in the Agreement shall prevent Tesla Wave from applying to and obtaining from any court to which the Parties have consented to jurisdiction as set forth in the Agreement a

temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its trade secrets and intellectual property rights, trade secrets, and/or confidential information including but not limited to enforcement of its rights under the non-solicitation provision of the Agreement.

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Utah County, State of Utah or the United States District Court for the District of Utah. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement.

17. In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.

18. A participant in this 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, 569 W Center Street, Pleasant Grove, UT 84062, USA.

19. If either party wishes to bring an action against the other 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 applicable law, whichever is longer. Failure to bring such action within such time shall bar all claims against the other Party for such act or omission. The Parties waive all claims that any other statute of limitations applies.

20. Due to the very dynamic pay plan of Tesla Wave, products purchased are not subject to return. Undamaged purchased products a distributor only using their own account within the last 10 days of purchase may be exchanged Packs or promotional items are product ineligible for any refunds or returns. In such cases, defective products may be replaced or exchanged by Tesla Wave at its sole discretion. The method of payment for any exchange is based on the original method of payment. All exchanges are subject to a 15% restocking fee to cover shipping and handling. Any return may be declined for any reason, including, but not limited to: Compensation plan manipulation, fraud, product tampering, expired product, damaged product and/or damaged packaging, or other reasons as determined by the Company. All returned items and request for exchanges are subject to Tesla Wave Policies and Procedures, Terms and conditions and at the company sole discretion.

22. I authorize TESLA WAVE to use my name, photograph, personal story, testimonial, likeness, and/or any material I submit to the company in advertising or promotional materials and waive all claims for remuneration for such use.

23. I acknowledge and accept liability for information contained on paper applications provided by new TESLA WAVE or Customers including, but not limited to, credit card information, Tax ID information, or other personally identifying information. In the event such paper applications are lost, stolen, intercepted, misrouted or otherwise mishandled, Enroller accepts all liability without limitation and agrees to indemnify TESLA WAVE against any claims arising from same.

24. Class action law suits, class-wide arbitrations, private attorney general actions, and any other proceedings where someone acts in a representative capacity aren't allowed. Combining individual proceedings without the consent of all parties is explicitly disallowed as a term of this agreement. I agree that I may only bring any allowed action as an individual, and not as a member of any purported class or group.

I hereby agree to be bound by all requirements, terms, and conditions contained in this Agreement and I certify that I have reached the age of majority in my state of residence. And that by purchase of product or Engauge in the compensation plan or promotion of I herby expressly give my consent to be registered as a distributor and be bonded by this agreement. English is the official language of all agreements and is conceded to controlling language. Any subsequent languages is for convince sake.

(Electronic Signatures complaint with the Electronic Signatures Act are acceptable and binding)  
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