

POWERMINE EVOLUTION Independent Distributor Terms and Conditions, Agreement and Application

POWERMINE EVOLUTION is developed by LLC Global World Exchangers with identification number 402082615 and address in Georgia, Tbilisi, District of Didube, Marjanishvili str., N4, Area N19

In these terms and Conditions “Agreement” refers to the Agreement and Application to become an Independent Distributor of POWERMINE EVOLUTION, which in this document incorporates by reference the Policies and Procedures, the Career Plan and the Compensation Plan as well as any other document incorporated by reference . These documents, in their current form, and as may be amended by POWERMINE EVOLUTION in its sole discretion, constitute the entire contract between POWERMINE EVOLUTION and the Independent Distributor. No other representation, promise or agreement will bind the parties.

1. I certify that I am at least 18 years old and that all the information provided in this Application is accurate. Under its right to contract, POWERMINE EVOLUTION reserves the present and future right to reject my request if it provides false or inaccurate information.
2. I understand that I am not required to purchase any product in order to be entitled to distribute POWERMINE EVOLUTION products.
3. I understand that POWERMINE EVOLUTION does not accept requests from commercial entities.
4. I understand that as an Independent Distributor of POWERMINE EVOLUTION: a) I have been granted the non-exclusive right to offer POWERMINE EVOLUTION products for sale in accordance with the provisions of the agreement, b) I have the right to register people in POWERMINE EVOLUTION with my Referral Code, c) if I qualify, I have the right to earn bonuses as provided in the POWERMINE EVOLUTION Compensation Plan.
5. I agree to abide by the POWERMINE EVOLUTION code of conduct, as detailed in the POWERMINE EVOLUTION Policies and Procedures.
6. I agree to present the Opportunity, Compensation Plan, Career Plan and POWERMINE EVOLUTION products as established by POWERMINE EVOLUTION in the official resources produced.
7. I agree that as an Independent Distributor of POWERMINE EVOLUTION I am an independent contractor and not an employee, partner, legal representative or franchisee of POWERMINE EVOLUTION. I understand and accept that I will be solely responsible for paying

all expenses that I personally incur, among others, travel expenses, food, accommodation, third parties hired, office, phone calls. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF POWERMINE EVOLUTION FOR ANY PURPOSE. POWERMINE EVOLUTION is not responsible for withholding taxes and reserves the right to refuse to withhold or deduct from my bonuses, if any, taxes of any kind, including if I request or agree to comply with any government request for retroactive retention. I understand that it is my responsibility to pay all applicable state, provincial and local taxes and / or license fees generated as a result of my activities as an Independent Distributor.

8. If I qualify, I will be rewarded for the sale of Products through my Organization. POWERMINE EVOLUTION never makes up for the simple act of sponsoring. The sale of POWERMINE EVOLUTION Products to Clients must be emphasized in all presentations.

9. I understand that the POWERMINE EVOLUTION program is based on the sale of Products to Clients. POWERMINE EVOLUTION only pays bonuses for the sale of products to Clients.

10. I have carefully read the Agreement and agree to abide by it. I understand that I must be solvent and have not violated the Agreement in order to qualify for the POWERMINE EVOLUTION bonuses. I understand that these Terms and Conditions, the Policies and Procedures, the Opportunity, the Career Plan and the POWERMINE EVOLUTION Compensation Plan may be amended at the sole discretion of POWERMINE EVOLUTION, and by submitting this Application I agree to abide by all such amendments. The amendments will be binding immediately after notification via email or by publication on the POWERMINE EVOLUTION website or in the Back Office of said website. The continuation of my Organization with POWERMINE EVOLUTION or my acceptance of bonuses will constitute proof of my acceptance of each and every one of the amendments. If I do not wish to accept such amendments, I have the right to terminate the Agreement by prior written notice to POWERMINE EVOLUTION by email at support@powermine.net without being entitled to any form of compensation.

11. The term of this Agreement is one year, tacitly renewable every year if there is no written communication by any of the parties at least 30 days before its completion. If I do not extend my Organization with POWERMINE EVOLUTION, or if the Agreement is terminated for any reason, I understand that I will permanently lose all my rights as an Independent Distributor. I will not be able to sell POWERMINE EVOLUTION Products and I will not be able to qualify to receive bonuses or other income derived from the activities of my previous Organization. In the event of cancellation, termination or non extension, I waive all my rights, including the property rights of my former Organization and any bonuses or other remuneration derived from the sales and other activities of my former Organization. POWERMINE EVOLUTION reserves the right to terminate any Independent Distributor Agreement with 30 days prior notice. If POWERMINE EVOLUTION terminates my Independent Distributor Agreement without cause, I shall have the right to obtain the rights as an Independent Distributor arising from my activities for the duration of my Independent Distributor Agreement until such rights have materialized over a three month period as of the termination date of my Independent Distributor Agreement. I will not be entitled

to any compensation after the cancellation, termination or non extension of the Agreement, unless there is a material violation by POWERMINE EVOLUTION.

12. I cannot assign my rights or delegate my duties, provided in the Agreement, without the prior written consent of POWERMINE EVOLUTION. Any attempt to transfer or assign the Agreement without the express written consent of POWERMINE EVOLUTION, nullifies the Agreement in the opinion of POWERMINE EVOLUTION and could lead to the termination of my Agreement. Rather, POWERMINE EVOLUTION may assign any of my rights or delegate my duties under the Agreement to third parties, simply by communicating it to me in writing via email.

13. I understand that if I breach the Terms of the Agreement, POWERMINE EVOLUTION may, in its sole discretion, impose disciplinary measures on me, as provided in the Policies and Procedures. If at the time of termination, I have broken, violated, or breached the Agreement, I will not be entitled to receive any pending or additional bonuses, whether or not the sales that originated those bonuses have been completed.

14. I declare and guarantee that my participation as an Independent Distributor of POWERMINE EVOLUTION does not violate, violate or interfere in any other way with any present or past agreement, or surviving clauses of previous agreements, that I have signed with any other network or multi level marketing company, direct sales or other business.

15. I understand that my participation as an Independent Distributor of POWERMINE EVOLUTION does not restrict my participation in any other network or multi level marketing or direct sales opportunity, unless I cannot.

16. I understand and agree that if I choose to participate in another network or multi level or direct sales Opportunity, I will keep the Organizations separate, independent of each other, in regard to such Opportunity.

17. POWERMINE EVOLUTION, its parent company or its affiliates, directors, executives, shareholders, employees, assigns, partners and agents (collectively, the "Agents") will not be liable, and I release POWERMINE EVOLUTION and its Agents from, any claim arising from indirect damages and punitive damages for any claim or cause of action related to the Agreement. I also agree to release POWERMINE EVOLUTION and its Agents from any liability arising or related to the promotion or operation of my Organization related to POWERMINE EVOLUTION (eg, the presentation of Products or the Opportunity or the Compensation Plan and the Career Plan of POWERMINE EVOLUTION, the rental of facilities for meetings or training, etc.) and I agree to indemnify POWERMINE EVOLUTION for any responsibility, damages, fines, penalties or other failures caused by any unauthorized conduct that it assumes in carrying out my activity.

18. I promise to keep updated all my tax and labor obligations applicable to the activity of my Organization. I will annually submit to POWERMINE EVOLUTION a certification from the Tax and Social Security Authorities stating that I am solvent with the payment of my taxes and my obligations to Social Security.

19. The Agreement, in its current form and with any amendments that POWERMINE EVOLUTION may make in its sole discretion, constitutes the entire contract between POWERMINE EVOLUTION and myself. Any promises, statements, offers or other communications not expressly established in the Agreement will not be valid or effective.
20. Any waiver by POWERMINE EVOLUTION of any breaches of the Agreement must be in writing and must be signed by an authorized representative of POWERMINE EVOLUTION. Waiver by POWERMINE EVOLUTION of any breach of the Agreement by me does not and shall not be construed as a waiver of any subsequent breach.
21. In the event that a provision of the Agreement is deemed invalid or unenforceable, that provision will be amended only to the extent necessary to make it applicable and all other provisions will remain in force and valid.
22. This Agreement shall be governed by and construed in accordance with the laws of Georgia, regardless of conflict of law principles. In the event that a dispute arises between an Independent Distributor and POWERMINE EVOLUTION as a consequence or in relation to the Agreement, or due to the rights and obligations of either party, the parties will attempt in good faith to resolve the dispute through non binding mediation. POWERMINE EVOLUTION will not be obligated to use mediation as a prerequisite to take disciplinary action against an Independent Distributor. If the parties fail to successfully resolve their dispute through mediation, the dispute will be fully and finally resolved through arbitration.
23. The parties agree as jurisdiction and venue to any state or provincial court in Tbilisi, Georgia, for the purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
24. If an Independent Distributor wishes to bring an action against POWERMINE EVOLUTION for any acts or omissions related to or derived from the Agreement, said action must be brought within a period of one year from the date the alleged conduct occurred origin to action. Failure to initiate such action within the aforementioned period will exclude all claims against POWERMINE EVOLUTION for such act or omission. The Independent Distributor waives all claims that any other statute of limitations applies.
25. I authorize POWERMINE EVOLUTION to use my name, photograph, personal history, and / or the like in advertising, promotional, and marketing materials, waiving any claim for compensation for such use.
26. I understand that I cannot, under any circumstances, incur any debt, expense or obligation on behalf of, or part of, the Company "POWERMINE EVOLUTION", its parent company, affiliated companies or Partners.
27. The Company "POWERMINE EVOLUTION" reserves the right to accept or reject any applicant and has no obligation to give reasons for such rejection, nor is it obliged to notify an applicant of an incomplete or defective application.

28. I understand that I have the right to cancel participation in the network marketing program at any time and for any reason with prior notification to POWERMINE EVOLUTION.

version 1.3, Tbilisi, March 24th, 2020