

DISTRIBUTOR MEMBERSHIP PROGRAM

The JonEvac Distributor Membership Program was designed to facilitate our global distribution of the JonEvac Ventilated Toilet Seat System through wholesale pricing and referral incentives to financially motivated Independent Distributors who purchase JonEvac products for direct use or resale.

PROGRAM HIGHLIGHTS

Membership Fee: \$799.00

Membership Term: 1 Year (Renewable)

MEMBERSHIP BENEFITS:

- 1. Personalized JonEvac website with a QR code for your JonEvac Distribution business.
- 2. 10% Referral Commission on enrollment fees and purchases by your referrals.
- 3. 2% Referral Bonus Commission on referral transactions by your referrals.
- 4. Save 10-30% below the MSRP with volume-based wholesale pricing.
- 5. Volume-based freight discount.
- 6. 1,000 Personalized JonEvac business cards.
- 7. 500 Personalized JonEvac brochures.
- 8. (100) 4"x6" Personalized JonEvac restroom door stickers.
- 9. (4) 24"x12" Personalized JonEvac magnetic automobile door panel stickers.
- 10. (2) 12"x6" Personalized JonEvac automobile bumper stickers.
- 11. Sales guidance and training support.
- 12. 24-Hour online registration and access to account information.

MEMBERSHIP TERMS & CONDITIONS

1.1 ENROLLMENT: To enroll in the JonEvac Distributor Membership Program, a completed online registration and payment of a \$799.00 Membership Fee are required. Membership is valid for 1 year from the enrollment date and can be renewed upon expiration. Within 30 days from completion of enrollment, the Distributor will receive a JonEvac welcome package that includes the printed marketing materials listed in the preceding section under "Membership Benefits". Additional business cards, brochures and other marketing materials can be purchased individually at the Distributor's JonEvac website as needed. Reproduction, photocopying, or any form of duplication of JonEvac business

cards, brochures, or other marketing materials without prior written consent of JonEvac Corporation constitutes a violation of JonEvac's copyright and trademark and is strictly prohibited. JonEvac Corporation reserves the right to prosecute or terminate our business relationship with anyone who engages in such conduct or violation.

- **1.2 MEMBERSHIP RENEWAL:** Upon expiration, the JonEvac Distributor Membership can be renewed for \$799.00 for another term of 12 months from the renewal date. The Distributor will receive a new JonEvac welcome package that includes the printed marketing materials listed in the "Membership Benefits" section upon renewal of each expired membership.
- 1.3 The Membership fee is non-refundable, and the Membership benefits are non-transferable.
- 1.4 The JonEvac Distributor is not an employee or affiliate of JonEvac Corporation.
- **2.1 WHOLESALE PRICING:** Qualified Distributors will receive volume-based wholesale pricing with a Discount of 10-30% from the MSRP for the JonEvac products published at www.JonEvac.com.
- **3.1 REFERRAL COMMISSION:** Qualified Distributors will receive a 10% Referral Commission on all membership enrollment fees and purchases made on the Distributors' JonEvac Replicated Website. The distributor will also receive a 2% referral bonus commission on all membership enrollment fees and purchases by those enrolled by his/her referrals. The Referrer must have a current Distributor Membership account and purchase a minimum of 1 JonEvac Ventilation System per month, or 12 JonEvac Ventilation Systems within 12 calendar months from the membership enrollment or renewal date to qualify for referral commission or referral bonus commission benefit. Freight and Sales Tax are exempt from referral commissions.

Referral Commissions will be paid by Direct Deposit on the 20th day of the current month for qualified referral transactions in the commission period ending on the 15th day of the current month and paid by the 5th day of next month for qualified referral transactions in the commission period ending on the last calendar day of the current month.

- **4.1 PAYMENT TERMS:** Full payment is required for membership enrollment fee and purchase of JonEvac products. JonEvac Corporation does not provide in-house financing, so the customer/distributor has the sole responsibility of securing the necessary financing for his/her purchase of any JonEvac product. There is a \$35.00 NSF fee plus legal fees and court costs for collecting any customer payment or check that is dishonored by the financial institution.
- **4.2** JonEvac Corporation reserves the right to change any of the JonEvac Distributor Membership Program requirements and benefits, including but not limited to Product Pricing, Membership Fee, Freight Cost, etc., without prior notice to the Customer or Distributor.
- **5.1 SHIPPING POLICY:** JonEvac Corporation ships via UPS and independent trucking companies for deliveries within the USA, Canada, and Mexico. Shipments to other international destinations are done via ocean freight or air freight. All products are packed in accordance with UPS shipping standards and insured for the value of the product. There's a \$499.00 handling charge per order on shipments to Alaska, Hawaii, and all international destinations.
- Orders will not be shipped on weekends or holidays.
- Due to high demand for JonEvac, the products are expected to ship within 30 days from the order processing date. If an item is on back-order, the delivery can be up to 90 days from the invoice date.
- As soon as your order ships, you will be sent an e-mail containing the tracking number. All shipment tracking should be handled directly with the transporter, referencing the shipment's tracking number.
- **5.2 BACK-ORDER POLICY:** We will notify you of any shipment delays, giving you the opportunity to decide whether to cancel the order or hold it on back-order. If part of your order is in stock, you may receive an initial partial shipment of the order pending later shipment of the back-ordered items (with your approval). Back-orders typically ship within 60-90 days.

- **6.1 RETURN POLICY:** We will exchange or refund the full purchase price for any JonEvac product that does not meet your expectations, if returned within 30 days of purchase in its original packaging. The product must appear normal with no sign of use or abuse. Please call 713-995-5500 or email returns@JonEvac.com and request a Returns Authorization Code before returning any product.
- **7.1 DAMAGED GOODS POLICY:** All products are inspected before shipping, but damage may occur during transport. If a product is received in a damaged condition, it must be reported to the shipping company at the time of delivery, and to JonEvac Corporation, at: returns@JonEvac.com or phone: 713-995-5500 within 24 hours from the delivery date. All boxes and packaging materials must be saved because it's possible that the shipping company may want to inspect these materials when processing the damaged goods claim. A replacement product will be shipped to you upon our retrieval of the damaged goods.
- **8.1 INSTALLATION:** Complete installation instructions are included inside the shipping box of your new JonEvac Ventilated Toilet Seat System. You can also watch the installation video on our website, www.JonEvac.com/how-it-works for a step-by-step explanation of the installation process. However, you will need a licensed electrician to install a GFCI electrical outlet near your toilet bowl if you don't already have an electrical outlet for your JonEvac's power supply.
- **9.1 PRIVACY STATEMENT:** For each visitor to our website, our server automatically recognizes and registers information regarding the domain, IP address and/or e-mail address. We collect the e-mail address of those who communicate with us via e-mail, the aggregate information on what pages the customer accesses or visits, user specific information on what pages the customer accesses or visits, and information volunteered by the customer, such as order information, survey information and/or site registrations.
- The information we collect is used to improve the content of our website, used to customize the content and/or layout of our page for individual consumers and businesses, and used by us to contact consumers and businesses for marketing purposes.
- If you do not want to receive e-mails from us in the future, please let us know by sending an e-mail that you do not want to continue to receive e-mails.
- 10.1 TERMS OF USE STATEMENT: JonEvac.com is an online information and communications service provided by JonEvac Corporation ("Provider") subject to your agreement with the terms and conditions offered in this document. Read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions of the JonEvac Distributor Membership Program, which are intended to be fully effective and binding upon the Provider and users. The Provider may modify this Agreement at any time, and such modifications shall be effective immediately upon posting the modified Agreement. You agree to review the Agreement periodically to be aware of such modifications and your access or use of the Service constitutes your acceptance of the Agreement as it appears at the time of your access or use.

The right to use JonEvac.com is personal and not transferable to any other person or entity. You are responsible for the use of the service under your screen or password and for protection of your password once created. You understand that the Provider cannot and does not guarantee or warrant that files available for downloading through the Service will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. Each Member is responsible for implementing sufficient procedures and checkpoints to satisfy his or her requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data. The Provider does not assume any responsibility or risk for your use of the Service.

THE PROVIDER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE. EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED, THE PROVIDER DOES NOT WARRANT ACCURACY, COMPLETENESS OR CORRECTNESS, TIMELINESS, OR USEFULNESS OF ANY OPINIONS, ADVICE, SERVICES,

MERCHANDISE OR OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. IN NO EVENT WILL THE

PROVIDERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICE.

You agree to use JonEvac.com for lawful purposes only. You may not post or transmit through JonEvac.com any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without JonEvac Corporation's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by you that in our discretion restricts or inhibits any other person from using or enjoying the Service will not be permitted. You should not use JonEvac.com to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other online information services competitive with JonEvac.com.

JonEvac.com contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made.

You shall not upload, post or otherwise make available on JonEvac.com any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of JonEvac.com, you automatically grant, or warrant that the owner of such material has expressly granted JonEvac.com the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other user to access, view, store, or reproduce the material for that user's personal use. You hereby grant JonEvac.com the right to edit, copy, publish and distribute any material made available by you.

Potential users in any jurisdiction in the world, the common, statutory, regulatory, or codified law of which would void this Agreement in whole or in any essential part (the essential parts being at least, but not only, the exclusive venue and exclusive remedy provisions, and warranty disclaimer), or which makes accessing the Service illegal, are unauthorized to use the Service, and do so entirely at their own risk.

IN NO EVENT SHALL THE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE, OR SITES ACCESSED THROUGH THIS SERVICE, AND/OR CONTENT OR INFORMATION

PROVIDED HEREIN. A USER'S SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE.

JonEvac.com shall have the right, but not the obligation, to monitor the content of the Service, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established and to satisfy any law, regulation or authorized government request. The Provider shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on JonEvac.com. Without limiting the foregoing, the Provider shall have the right to remove any material that the Provider, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

You agree to defend, indemnify and hold harmless JonEvac Corporation, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of JonEvac.com.

To enroll in the JonEvac Distributor Membership Program, please visit our website www.JonEvac.com. If you were referred to JonEvac by an Authorized JonEvac Distributor, you must enroll at the Distributor's JonEvac Replicated website to give him/her credit for the referral. Please contact your JonEvac representative and obtain their QR code or website address for your enrollment. Please call our customer service, 713-995-5500 if you have any questions or need further assistance.

Your payment of the \$799.00 Distributor Membership Fee is confirmation that you have read and accepted the Terms and Conditions of the JonEvac Distributor Membership Program.