



# LastGerm.com LLC

Product Distribution Agreement (this “agreement”) is made effective as of:

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ between LastGerm.com LLC which sells specific products and services and  
Distributor Name: \_\_\_\_\_

Full Address \_\_\_\_\_

Signature \_\_\_\_\_

Print Signature \_\_\_\_\_

Phone # \_\_\_\_\_ Email address print \_\_\_\_\_

SPONSOR NAME and ADDRESS:

\_\_\_\_\_

Phone # \_\_\_\_\_ Email Print \_\_\_\_\_

## RIGHT TO SELL

Distributor is signing an agreement for a period of 12 months that will automatically renew unless cancelled in writing. In addition, the distributor agrees to purchase all products and services provided by LastGerm.com LLC directly from LastGerm.com LLC. Any changes to this agreement must be made in writing and received by both parties.

Either party may submit in writing a request to cancel this agreement. Upon delivery of a dated, certified letter stating the right to cancel this agreement, Distributor agrees to not sell the same or similar products or services offered by LastGerm.com LLC for a period of 12 months. The Distributor agrees that neither he/she or their company designees can act as a competitor of LastGerm.com LLC for a period of 12 months.

In relation to all products sold by LastGerm.com LLC: The Distributor will not purchase or resell the same products from any other source than LastGerm.com. LLC. Products will include, but not limited to, BioProtect formulations, Vital Oxide formulations, My Covid Test Services, or Vollara technologies. On notification of ending our agreement Distributor will not purchase nor sell the same products or services for a period of 12 months.

Distributor agrees not to present themselves as an owner/partner of LastGerm.com LLC. The Distributor may present themselves as an authorized Distributor of the products and services offered by LastGerm.com LLC.

Distributor agrees to make legal payment transactions in full for each order placed. Any transaction that is found to be fraudulent or shown as NSF by the paying bank will require investigation of the Distributor and/or purchasing customer. Payment in full or original, unopened product returned within 15 days of notification to ensure no legal action is taken. Any product returned will require a return or “clawback” of any commissions earned by the Distributor for the original sale.



# LastGerm.com LLC

Distributor will have all advertising approved in writing by LastGerm.com or agrees to only use original advertising collateral provided by LastGerm.com. This includes all and any available media, electronic or printed. Any requested changes on original LastGerm.com documents, other than addition of personal contact details, must be submitted in writing by the Distributor for management approval.

Online sales will have a maximum and minimum price that is set by LastGerm.com LLC. The Distributor has the option to charge full retail cost or discount based on the clients' needs, using an online invoicing tool that is available to assist in pricing for each order. The cost difference between the maximum price and amount charged to the client will be the amount paid to the Distributor from LastGerm.com LLC. Any shipping or sales tax will not be included in the calculation of amount paid to the Distributor.

When purchasing product at Distributor cost, profit from sales of LastGerm.com LLC services or products is determined by the Distributor, following the suggested retail pricing.

All sales and services must be paid for in advance of shipping.

## **ELECTRONIC ACCEPTANCE**

Agreement to this contract will be accepted via electronic agreement via Office.lastgerm.com and/or a documented signature and printed copy received by LastGerm.com via mail, fax or email.

## **RECORDS:**

Distributor as named on page 1, shall keep accurate records of all sales transactions. LastGerm.com can request copies of sales records at any time.

## **PAYROLL TAXES:**

Distributor as named on page 1, shall be exclusively liable for and shall indemnify wages payable to the persons employed by same in connection with the performance of this agreement. The Distributor is a 1099 contractor in all cases.

## **SALES TAX:**

LastGerm.com LLC will collect sales tax for any online retail sales and distribute to the appropriate state. Product that is ordered wholesale cost and resold will require the Distributor to collect and pay sales tax according to the requirements of their business location.

## **ACTIVE STATUS**

A Distributor or Affiliate will become "inactive" upon 6 months with ZERO personal sales which includes combined retail, distributor cost or customized invoicing. Calculations do not include any sales made through the Distributor team sales. Once inactive status is reached, no commissions or bonuses will be payable, any Sales Ranks will be forfeited. An appeal may be made in writing to LastGerm.com management and, based on individual situations, LastGerm.com management may choose to allow an inactive account to remain active.



# LastGerm.com LLC

## **COMMISSIONS & BONUSES**

Distributor will be paid according to the plan as listed on 5 & 6 of this agreement. Any amount due to a Distributor will be paid via ACH Deposit on the Friday following the week ending date (Sunday). If ACH information is not registered by the Distributor, a printed check will be mailed out. Commissions earned through My Covid Tests will be paid on the 15<sup>th</sup> of each month for the previous 30 days of testing.

## **SALES GOALS RECOGNITION**

A Distributor can earn a “rank” by achieving the following in cumulative sales. Once a rank is earned, it will be removed unless terminated from LastGerm.com LLC. See page 5 & 6 for detailed structure.

## **WARRANTIES:**

Neither party makes any warranties with respect to the use, sale, or other transfer of the LastGerm.com products offered for sale. In no event will LastGerm.com be liable for direct, indirect, special, incidental, or consequential damages that are in anyway related to the LastGerm.com LLC Products or services sold.

## **TERMINATION:**

This agreement may be terminated by LastGerm.com LLC by providing 30 days written notice to the other party with good reason. If Distributor terminates the agreement or is terminated by LastGerm.com LLC, the Distributor cannot sell any of the products or services offered through LastGerm.com LLC for a period of 12 months.

## **SEVERABILITY:**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable in the legal jurisdiction of Todd County, MN. If the court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## **WAIVER OF CONTRACTUAL RIGHTS:**

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

## **APPLICABLE LAW:**

This Agreement shall be governed by the laws of the State of Minnesota.



# LastGerm.com LLC

**SIGNATORIES:**

This Agreement shall be signed both Distributor and LastGerm.com LLC Officer.

Full Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Sponsor Name \_\_\_\_\_

Distributor Signature \_\_\_\_\_

Effective date: \_\_\_\_\_

Next of Kin, name, address, phone number:

\_\_\_\_\_

LastGerm.com LLC

*Kristine Brown, CEO*

Date \_\_\_\_\_

CONFIDENTIAL



# LastGerm.com LLC

## Distributor Packaging Options

Any changes to any part of this contract must be made in writing and provide 30 days for review by Distributors. Any liquid product sold online at full retail cost provides a 20% commission. No commission is paid on ATP Meters, Swabs or Product

### **AFFILIATE                      ZERO COST ENTRY**

- (1) LastGerm Email Manual
- 5% Discount off Retail pricing
- Covid Testing Program provides 30 cents every test, every time (per approved lab report)

### **DISTRIBUTOR                      \$199 COST ENTRY**

- (1) LastGerm Manual – Electronic Files
- (1) Family Bundle
- (3) Month Enhanced Landing Page & VERB App
- Access to Customized Invoicing
- Covid Testing Program provides 30 cents every test, every time (per approved lab report)
- Option to purchase additional products at 50% off retail within 24 hours of Distributor Application

### **Bonus Structure (must be an ACTIVE DISTRIBUTOR)**

As of January 1, 2022, we will begin using a non-linear compensation structure (one level of business)

- Active Distributors can sponsor others and will be Unilevel. We do not support a “downline”
- Active Distributors will receive a one time \$50 bonus with each new sponsorship
- Active Distributors and their team members are eligible to receive bonuses based on meeting sales goals
- Active Distributors are able to receive commissions due for online sales according to contractual details
- Active Distributors are able to earn Ranks based on personal cumulative sales
- A company wide “Pool” will be paid out yearly at 1% of total sales through LastGerm.com LLC, excluding My Covid Tests or other future programs unless approved in writing from LastGerm.com LLC. To be eligible for this yearly bonus, you must be Active Status for a minimum of 3 months prior to the end of the calendar year and must have reached a minimum of PLATINUM Status.
- The following LastGerm.com plan is based on all sales, excluding My Covid Tests or other programs that may be added in the future unless approved in writing by LastGerm.com LLC.

| <b>Monthly Combined Sales</b> | <b>Distributor Bonus</b> | <b>Sponsor Bonus</b> |
|-------------------------------|--------------------------|----------------------|
| \$100.00                      | \$10.00                  | \$2.00               |
| \$500.00                      | \$50.00                  | \$10.00              |
| \$1,000.00                    | \$100.00                 | \$20.00              |
| \$1,500.00                    | \$225.00                 | \$45.00              |
| \$2,000.00                    | \$300.00                 | \$60.00              |
| \$3,000.00                    | \$450.00                 | \$90.00              |
| \$5,000.00                    | \$750.00                 | \$150.00             |
| \$10,000.00                   | \$1,800.00               | \$500.00             |
| \$20,000.00                   | \$4,000.00               | \$1,200.00           |



# LastGerm.com LLC

| Yearly Cumulative | Distributor Bonus | Sponsor Bonus |
|-------------------|-------------------|---------------|
| \$5,000.00        | \$150.00          | \$50.00       |
| \$7,500.00        | \$225.00          | \$75.00       |
| \$10,000.00       | \$300.00          | \$100.00      |
| \$15,000.00       | \$600.00          | \$300.00      |
| \$25,000.00       | \$1,000.00        | \$500.00      |
| \$50,000.00       | \$2,500.00        | \$1,500.00    |
| \$75,000.00       | \$3,750.00        | \$2,250.00    |
| \$100,000.00      | \$7,000.00        | \$4,000.00    |

Ranks will be earned at the following cumulative levels of combined sales through LastGerm.com LLC

- \$1000 SILVER
- \$5000 GOLD
- \$10,000 PLATINUM
- \$20,000 DIAMOND
- \$50,000 DOUBLE DIAMOND
- \$75,000 GRAND DIAMOND
- \$100,000 PRESIDENT

*Additional Ranks will be added as needed.*

The following LastGerm.com plan is based on testing units completed through My Covid Tests Partnership. The numbers here are SEPARATE from all other products offered through LastGerm.com.

| Number of Tests Monthly | Distributor Bonus | Sponsor Bonus |
|-------------------------|-------------------|---------------|
| 500                     | \$15.00           | \$7.50        |
| 1000                    | \$30.00           | \$15.00       |
| 1500                    | \$45.00           | \$22.50       |
| 2000                    | \$120.00          | \$60.00       |
| 3000                    | \$180.00          | \$90.00       |
| 5000                    | \$450.00          | \$225.00      |
| 10,000                  | \$1,200.00        | \$600.00      |
| 20,000                  | \$3,000.00        | \$1,500.00    |



# LastGerm.com LLC

| <b>Yearly<br/>Cumulative</b> | <b>Distributor<br/>Bonus</b> | <b>Sponsor<br/>Bonus</b> |
|------------------------------|------------------------------|--------------------------|
| 5000                         | \$300.00                     | \$150.00                 |
| 7500                         | \$450.00                     | \$225.00                 |
| 10,000                       | \$600.00                     | \$300.00                 |
| 15,000                       | \$900.00                     | \$450.00                 |
| 25,000                       | \$1,500.00                   | \$750.00                 |
| 50,000                       | \$3,000.00                   | \$1,500.00               |
| 75,000                       | \$4,500.00                   | \$2,250.00               |
| 100,000                      | \$6,000.00                   | \$3,000.00               |

CONFIDENTIAL