



**1. Authorization and Contract.** By executing the Quick Silver Agreement (“Member Agreement”), you apply for legal authorization to become a Quick Silver Member and enter into contract with Quick Silver Global LLC, hereinafter “Quick Silver.” You acknowledge that prior to signing (commenced by checking the “I agree to the Terms & Conditions” check box during enrollment) that you have received, read and understood the Quick Silver Income Disclosure Statement, Policies & Procedures and Compensation Plan documents which are incorporated into this Agreement and made part of it as if restated in full, as posted on our site and/or are available from your Enroller, and that you have read and agree to all terms set forth in this Agreement. Quick Silver reserves the right to reject any application for any reason within 30 days of receipt.

**2. Termination.** This Quick Silver Agreement can be terminated at any time for any reason by either party with written notice to the other party. If this agreement is terminated for any reason, you understand that you will permanently lose all rights as a Member. You will not be eligible to purchase at member pricing or sell Quick Silver services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former sales organization. In the event of termination you waive all rights you have, including but not limited to property rights, to your former organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former organization. Quick Silver reserves the right to terminate all Member Agreements upon 30 days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. Member may cancel this Agreement at any time, and for any reason, upon written notice to Quick Silver sent to support@QuickSilver.me. Quick Silver may cancel this Agreement with immediate effect for any reason upon written notice by email to Member. Including reasons such as having breached any provision of this Agreement or Member has otherwise acted illegally or unethically or in a manner detrimental to Quick Silver, its reputation or goodwill. Quick Silver may also take actions short of termination of the Agreement, if Quick Silver sees such action as fitting.

**3. Independent Contractor Status.** You agree this authorization does not make you an employee, agent, or legal representative of Quick Silver or your Sponsoring Member. As a self-employed independent contractor you will be operating your own independent business, buying and selling services available through Quick Silver on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. Quick Silver being a USA registered business has a legal requirement to furnish to USA residents and to the IRS (should a Member receive earnings of \$600 or more) an IRS Form 1099-MISC reflecting the amount of \$ income paid to you during the calendar year. It will be your sole responsibility to account for such income on your individual income tax returns.

**4. Presenting the Plan.** You agree when presenting the Quick Silver Compensation Plan to present it in its entirety as outlined in official Quick Silver materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by Quick Silver. You agree to instruct all prospective Members to review the Quick Silver Compensation Plan PDF, Policies & Procedures located on our website and/or in the Member Back Office under > Business > Documents and to review our Income Disclosure Statement located at the bottom of this document.



**5. Selling the Service.** You agree to make no representations or claims about any services beyond those shown in official Quick Silver literature. You further agree to sell services available through Quick Silver only in authorized territories.

**6. Quick Silver's Proprietary Information and Trade Secrets.** You recognize and agree that information compiled by or maintained by Quick Silver, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the Quick Silver business including, without limitation, Member lists, sponsorship trees, and all Quick Silver Member information generated therefrom, in its present or future forms) constitutes a commercially advantageous, unique and proprietary trade secret of Quick Silver, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Quick Silver, Quick Silver grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, service developments, and Member sales, earnings and other financial reports to facilitate your Quick Silver business.

**7. Non-Solicitation Agreement.** You agree that during the period while you are a Member, aside from your own personally sponsored Members you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Member to compete with the business of Quick Silver.

**8. Images / Recordings / Consents.** You agree to permit Quick Silver to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Quick Silver for any lawful purpose, and without compensation.

**9. Modification of Terms.** The terms of this Agreement may be modified and publication on our site or in the Quick Silver Back Office is notice of such modification/s.

**10. Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of your contract with Quick Silver as set forth in this Member Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Florida without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Quick Silver Global, LLC with jurisdiction and venue as provided by Louisiana law.

**11. Dispute Resolution.** All disputes and claims relating to Quick Silver, its services, the rights and obligations of a Member and Quick Silver, or any other claims or causes of action relating to the performance of either a Member or Quick Silver under the Agreement shall be settled totally and finally by arbitration in Sarasota, Florida, or such other location as Quick Silver prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Quick Silver from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

**12. Time Limitation.** If a Member wishes to bring an action against Quick Silver 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. Member waives all claims that any other statutes of limitations apply.

**13. Refunds and Product Returns on resale.** You agree that if you resell products directly to a customer, you will adhere to Quick Silver's refund policy (found on our site and incorporated herein) and shall provide the customer a refund of monies paid if the customer returns any product to you within fourteen (14) days of the sales transaction in the same manner as the Quick Silver policy.

**14. Miscellaneous.** If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Quick Silver and supersedes any prior agreements, understandings and obligations between you and Quick Silver concerning the subject matter of your contract with Quick Silver.

**15. Montana residents:** A Montana resident may cancel his or her Member Agreement within 15 days from the date of enrollment.

**16. Notice of Right to Cancel.** You may request a refund on your enrollment fee and initial order if it's done within fourteen days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice and the return of the initial physical product (if any) purchase, less a 10% administration fee. To cancel this transaction, send a written notice to support@QuickSilver.me, not later than midnight of the fourteenth business day following the date of this Agreement.

#### INCOME DISCLOSURE STATEMENT

The Quick Silver Compensation Plan is an exciting opportunity that rewards you for selling products and services and for sponsoring other participants who do the same. Although the opportunity to earn with Quick Silver is extraordinary, individual results will vary depending on commitment levels and sales skills of each participant. Success in Quick Silver has nothing to do with the market value of precious metals. Since Quick Silver has recently launched, it lacks enough statistical data to prepare reliable income disclosures. The numbers below reflect **estimates** prepared by the company pending a more detailed survey to be conducted after its first year. Based on industry standards and company projections, the average annual gross income for Independent Representatives is projected to be anywhere between \$500 and \$2,000. There will certainly be participants who will earn less while others will earn much more. We're excited about the Compensation Plan and we're confident it will provide you a solid foundation to help you achieve your financial goals. If income projections were presented to you prior to your enrolment, such projections are not necessarily representative of the income, if any, that you can or will earn through your participation in the Compensation Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success results only from hard work, dedication, and leadership.