FLORVINO FLOWER SOMM AGREEMENT

United States • Version 7

Introduction

Congratulations! You've taken the first step in your journey as an Independent Florvino Flower Somm, and we are so excited for you. Welcome to the family!

The Agreement

Becoming a Flower Somm means you are entering into a legally binding business relationship with Florvino LLC. The Independent Flower Somm Agreement (in short, “Agreement”) is between an Independent Florvino Flower Somm (“you”) and Florvino LLC (“Florvino”). This Agreement incorporates by reference the Florvino Policies & Procedures, which include the Operations Manual, the Compensation Plan, and the Definitions. When you enroll, you agree to comply with this Agreement and the Policies & Procedures.

Capitalized terms used in this Agreement have the meanings given in the Definitions section of the Policies & Procedures.

Your rights

As a Current Independent Florvino Flower Somm in good standing, you have the right to:

- Market, share, and refer the sale of Florvino products at private-home Wine Parties and via private personal contacts and social media connections, with all sales completed by Florvino through its licensed website;
- Participate in the Florvino Compensation Plan;
- Recruit and sponsor other Flower Somms (i.e., build your Downline);
- Receive official Florvino communications;
- Access Florvino-sponsored support, training and recognition;
- Access an online Flower Somm Dashboard and your own personalized Florvino landing page.

Chapter 1: Eligibility and Account

Eligibility requirements

To enroll, you must:

- Be 21 or older;
- Be a legal resident of, and conduct all Wine Parties and tastings within, a U.S. state in which Florvino is authorized to sell and ship its products and which Florvino has approved for the Flower Somm program (the current list of approved states is maintained by Florvino and available through the Flower Somm Dashboard);
- Have a legal right to work in the United States;
- Submit a valid tax identification number (SSN or ITIN) and provide your name as it appears on that record;
- Purchase a Starter Sample Wine Pack;
- Submit a completed and signed IRS Form W-9, a clear copy of a current government-issued photo ID, and a completed direct-deposit authorization form.

Alcohol-law compliance

You acknowledge that Florvino, as a licensed winery, is responsible for the lawful sale and shipment of its wine, and that your role is to market and refer Florvino products and to share free samples of wine you own. You agree to comply with all laws applicable to your own activities in the state in which you operate, including any responsible-server training or certification that state requires for those activities, and to confirm and satisfy any such requirement before conducting any tasting.

Eligibility restrictions

You and those with a Beneficial Interest in your Account (including your Immediate Household) may not: already hold a Beneficial Interest in another Florvino Account (except as inherited or acquired through marriage of two pre-existing Flower Somms); be a Principal Member of another direct selling company; be a current Florvino employee; or have been a Florvino employee within the last three (3) years without prior written permission. Florvino, at its sole and absolute discretion, reserves the right to reject any new enrollment for any reason.

Account types

Individual Accounts: owned and operated only by a single individual or legally married couple under one valid tax identification number.

Business Entity Accounts: owned and operated by an individual or group through a legal business entity; an EIN and Articles of Incorporation or other officially filed document are required, and Commission payments are allocated to the business entity.

Chapter 2: Operations

Incorporation of Policies & Procedures

You agree to operate according to the Florvino Policies & Procedures (including the Operations Manual and the Compensation Plan). By signing this Agreement, you acknowledge having read the Policies & Procedures and agree that Florvino may update them from time to time at its sole discretion. The current version of the Policies & Procedures is incorporated by reference into this Agreement.

Alcohol Compliance

Florvino LLC is a licensed winery and is solely responsible for the lawful sale, fulfillment, and shipment of its wine to customers in accordance with all applicable federal and state alcohol-beverage laws. The Independent Flower Somm is engaged in marketing, education, and promotional activities and in sharing free samples of wine the Flower Somm owns; the Flower Somm does not sell, deliver, distribute, or furnish wine for sale. The Flower Somm agrees to comply with all laws applicable to the Flower Somm's own activities in the state in which the Flower Somm operates, including the Responsible Sampling Standards in the Policies & Procedures and any training or certification that state requires for those activities, and is solely responsible for the Flower Somm's own acts and omissions. The Flower Somm shall indemnify and hold Florvino harmless for any violation of law by the Flower Somm, as set forth in the Indemnity section. Any violation of applicable alcohol laws by the Flower Somm will result in the immediate cancellation of this Agreement.

Restriction to Home Parties — No Public Venues

Independent Flower Somms are only permitted to promote and sample Florvino products in the private home or via private interactions. State laws require wineries or liquor sales representatives to hold different licenses and permits to attend public events, markets, promotions and tastings. Independent Flower Somms are explicitly forbidden to attend any of these events on behalf of Florvino. Any violation will result in immediate termination of this Agreement and may make the Flower Somm personally liable for violations of liquor and other state laws.

Chapter 3: Legal Terms and Conditions

Nature of the Relationship; Referral and Commission Structure

The Flower Somm is an independent marketing representative who shares Florvino products and refers prospective customers to Florvino. All sales of wine and other Florvino products are made by and between Florvino and the end customer and are completed exclusively through Florvino's licensed website and ordering systems (including the Flower Somm's Personal Website and personal link). The Flower Somm does not sell, resell, take title to, hold, store, or maintain inventory of wine for resale, and does not collect, accept, or process payment for wine at any Wine Party or otherwise. The Flower Somm's role is limited to lawfully marketing Florvino products, sharing free samples of wine the Flower Somm has personally purchased and owns, and facilitating the placement of customer orders directly with Florvino through Florvino's systems.

In consideration of these marketing and referral services, Florvino pays the Flower Somm Commissions as set forth in the Compensation Plan, based solely on bona-fide retail sales of Florvino products to end customers that the Flower Somm refers and that Florvino completes. The Flower Somm earns no Commission for the mere act of recruiting. Nothing in this Agreement authorizes the Flower Somm to act as a retailer, seller, or licensee of alcoholic beverages, and the Flower Somm shall not represent otherwise.

Independent Contractor; Tax Status; No Employee Benefits

Flower Somm is an independent contractor and not an employee, agent, partner, or joint venturer of Florvino, and is not entitled to workers' compensation, unemployment insurance, health insurance, retirement benefits, paid time off, or any other employee benefits. Florvino will not withhold any taxes from Commissions and will issue an IRS Form 1099-NEC to any Flower Somm earning $600 or more in a calendar year. Flower Somm is solely responsible for all applicable taxes and shall provide a completed IRS Form W-9 (or W-8 series if applicable) prior to receiving any Commission payment.

Retail Sales Requirement

Florvino's Compensation Plan is based on the sale of Florvino products to bona-fide end consumers and not on recruiting alone. No payment, bonus, or override is paid for the mere act of recruiting another Flower Somm. To qualify for any team-leadership override or trailing income, the sponsoring Flower Somm must maintain personal sales to bona-fide end consumers as defined in the Compensation Plan. Florvino reserves the right to audit sales records to ensure compliance.

Intellectual Property and Trademarks

Flower Somm may use Company trademarks, logos, and marketing materials only as authorized in the Company's Brand Guidelines. All materials remain Company property. Flower Somm shall not create or use any materials that could confuse customers or imply an official endorsement beyond the authorized scope.

Confidentiality and Customer Data

Flower Somm agrees to keep all non-public information confidential during and after the term of this Agreement. Customer information accessed through the Flower Somm Dashboard or Personal Website is the confidential property of Florvino and must be handled in accordance with applicable privacy laws, including the Texas Data Privacy and Security Act. Flower Somm shall not sell, rent, or commercialize customer information, use it for any purpose other than fulfilling obligations under this Agreement, or retain it after termination, and shall promptly report any actual or suspected breach to compliance@florvino.wine.

Non-Solicitation and No Cross-Sponsoring

During the term and for 12 months after termination, Flower Somm shall not solicit any Florvino customer or Flower Somm for a competing business. A Flower Somm may not sponsor or assist any person to enroll under a different Sponsor if that person is already an active Flower Somm or has been one within the prior six (6) months. Sponsorship lines, once established, are permanent except through Florvino's formal Reinstatement or transfer procedures.

Social Media and Online Conduct

Flower Somm may promote Florvino products and the opportunity on personal social media only in a manner consistent with this Agreement and Florvino's Brand Guidelines. Flower Somm shall not: create any account that could be mistaken for an official Florvino account; purchase paid advertising using Florvino trademarks without prior written authorization; list or sell Florvino products on any third-party e-commerce or auction platform; make unapproved income, health, or product-efficacy claims; or post content that is defamatory, harassing, discriminatory, sexually explicit, or otherwise inconsistent with Florvino's reputation. Florvino may require removal of any violating content.

Insurance

Florvino maintains general-liability insurance covering its own operations and corporate events. This policy may not extend to the Flower Somm's individual activities at Wine Parties or in other private settings. Flower Somm is strongly encouraged to obtain a personal liability insurance policy covering in-home alcohol sampling and host-liquor liability, and acknowledges that homeowner's or renter's insurance generally does not cover commercial activities. Flower Somm is solely responsible for claims, damages, or liabilities arising out of the Flower Somm's acts or omissions.

Background Verification

Florvino reserves the right, at its sole discretion, to conduct or require background checks (including criminal-history and motor-vehicle-record checks) on any applicant or current Flower Somm. Where required by law, Florvino will obtain written consent first. Refusal to consent to a lawfully required check, or a result that in Florvino's reasonable judgment is incompatible with the responsible serving of alcohol in private homes, is grounds for denial of enrollment or termination.

Indemnity

You agree to indemnify, defend, and hold harmless Florvino LLC, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to your actions, omissions, marketing activities, tastings, or violation of this Agreement or any applicable law.

Term and Renewal; Inactivity; Reinstatement

This Agreement has an initial term of one (1) year from acceptance and renews automatically each year unless either party gives thirty (30) days' written notice of non-renewal. Renewal is contingent on the Flower Somm remaining in good standing and in compliance with this Agreement and all applicable laws. Florvino may cancel an Account with no commissionable sales and no hosted Wine Party for six (6) consecutive months, after written notice and a 30-day cure period. A cancelled or terminated Flower Somm may request Reinstatement in writing within six (6) months, granted at Florvino's sole discretion.

Termination

Either party may terminate this Agreement at any time with or without cause. Upon termination, Flower Somm must immediately cease using Company trademarks, cease holding events or promoting Florvino products, return or destroy all marketing materials and Confidential Information, and pay any outstanding amounts due, which Florvino may offset against amounts owed to the Flower Somm.

Dispute Resolution and Governing Law

Any dispute arising out of or relating to this Agreement shall first be resolved through good-faith negotiation, then non-binding mediation in San Antonio, Texas. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration under the rules of the American Arbitration Association in Bexar County, Texas, or by litigation in the courts of Bexar County, Texas, at Florvino's sole election. This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-laws principles, with exclusive venue in Bexar County, Texas.

Right to Amend; Entire Agreement; Severability; Waiver; Notices; Survival

Florvino may modify this Agreement, the Compensation Plan, the Operations Manual, and any related policy at its sole discretion, effective upon posting to the Flower Somm Dashboard or notification by email. Continued marketing, recruitment, or acceptance of Commissions after the effective date constitutes acceptance. This Agreement, together with the Policies & Procedures, is the entire understanding between the parties and supersedes all prior agreements. If any provision is held invalid, the remainder remains in effect. No waiver is effective unless in writing and signed by an authorized Florvino representative. Notices shall be in writing to Florvino at compliance@florvino.wine (or Florvino LLC, 142 Lindner Branch Trail Ste 2, Comfort, TX 78013) and to the Flower Somm at the contact information on file. The Nature of the Relationship, Confidentiality, Non-Solicitation, Data, Indemnity, Tax Status, Dispute Resolution, Governing Law, and Notices provisions survive termination.

No Earnings Guarantees

Florvino makes no representations or guarantees regarding income, earnings, lifestyle, or business success. All compensation is one hundred percent (100%) performance-based and depends on the Flower Somm's individual effort, skill, time commitment, market conditions, and other factors outside Florvino's control. Income examples in any Florvino materials are illustrative only and are not typical results. Florvino's Income Disclosure Statement is available upon request.

Acceptance

By signing below, Flower Somm agrees to all terms of this Agreement and the incorporated Policies & Procedures.

Flower Somm

Signature: _____ Date: _____

Printed Name: _____

Flower Somm ID: _____

Florvino LLC

Signature: _____ Date: _____

Printed Name: _____

Title: _____