

AVISAE INDEPENDENT BUSINESS OWNER (IBO) AGREEMENT

Terms and Conditions

I hereby submit my Application to become an Independent Business Owner ("IBO") and distributor of Avisae products. My application and this Agreement become effective on the date accepted by Avisae. Avisae may accept or refuse my Application at its own discretion.

1. **Parties.** I understand that I am contracting with Avisae LLC ("Avisae") for the promotion of certain sales as described below.
2. **Agreement.** Unless otherwise defined herein, all capitalized terms shall have the same meaning assigned to such terms in the Avisae Business Rules of Conduct. The term "Agreement" shall mean the Avisae IBO Application (including these Terms and Conditions), the Avisae Business Rules of Conduct and the Avisae Financial Rewards Program, and any country or situation-specific addendum(s) thereto, and any other written agreement between me and Avisae. I hereby agree to be bound by the Agreement.
3. **Obligations and Representations.** I understand that as an IBO of Avisae:
 - a. I must be of legal age in the state in which I reside.
 - b. I have the right to offer for sale Avisae products and services in accordance with the terms and conditions of this Agreement.
 - c. I have the right to build an Avisae sales organization.
 - d. I will train and motivate the IBOs in my downline marketing organization.
 - e. I will comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
 - f. I will perform my obligations as an IBO with honesty and integrity.
 - g. I will use only the sales agreements and order forms which are provided by Avisae for the sale of goods and services, and I will follow all policies and procedures established by Avisae for the completion and processing of such agreements and orders.
4. **IBO Rights.** I understand that as an IBO of Avisae, I have the right (but not the obligation) to:
 - a. buy from Avisae and offer for re-sale Avisae products in accordance with the Agreement in such manner as the Company may from time to time allow in relation to its IBOs generally and only on a direct selling basis and not through retail outlets except to the extent from time to time permitted by Avisae;
 - b. recommend persons for acceptance as Avisae IBOs (subject to acceptance by Avisae);
 - c. if qualified, earn bonuses and other rewards pursuant to the Avisae Financial Rewards Plan that will be awarded on the same basis as it allows to its IBOs generally in respect of legitimate sales of Avisae products, and not in respect of the mere introduction of new IBOs to the Company.
5. **Representations and Warranties.** I represent and warrant that (a) I am authorized to enter this Agreement and that I have met all legal requirements to enter into a valid Agreement in the jurisdiction of my primary residence; (b) when executed and delivered by me and accepted by Avisae as described herein, the Agreement constitutes a legal, valid and binding obligation; (c) the information provided by me in the Agreement is accurate and complete and if I have provided any false or misleading information authorizes Avisae, at its election, to declare the Agreement void from its inception; (d) the government tax or identification number provided in this Agreement is my correct tax payer identification number for the jurisdiction of my primary residence for local income tax purposes; (e) I, if an individual, am a citizen or a lawful permanent resident of the jurisdiction of my primary residence, or, if a business entity, such as a corporation, partnership, limited liability company, or any other form of business organization, formed in the jurisdiction of my primary residence, it is legally formed under the laws of the jurisdiction in which it was organized and that each member of the business entity has proper legal authorization to conduct business in their respective jurisdiction of primary residence; and (f) neither I nor my IBO/spouse (or if a corporation or other business organization, then any participant therein who is or should be listed on the Business Entity Form) have been engaged in business activity in another Avisae Independent Business in the six months (one year in the case of those having held an executive equivalent or higher pin-title under the Financial Rewards Plan) immediately preceding my sign up under my Enroller identified in the Agreement. I further Represent and warrant that I am under no obligation or retroactive covenants with any other company or third person that would preclude me from freely pursuing an Avisae distributorship or cause me to be in violation of any agreement or that I have been solicited by any officer, director, or employee of Avisae; and I agree to defend, indemnify, and hold harmless Avisae, its officers, directors, employees, agents, and other distributors against any claim or action arising from any such agreement, covenant or obligation.
6. **Independent Contractor Status.** I agree that as an Avisae IBO, I am an independent contractor [and not an employee, agent, partner, legal representative or franchisee of Avisae]. I am not authorized to and will not incur any debt, expense or obligation, or open any checking account on behalf of, for, or in the name of Avisae. I understand that I shall control the manner and means by which I operate my Avisae independent business, subject to my compliance with this Agreement, the Avisae Business Rules of Conduct and the Avisae Financial Rewards Plan (all of which are collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF AVISAE FOR FEDERAL OR STATE TAX PURPOSES. I acknowledge and agree that Avisae is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection and remittance agreements between Avisae, all appropriate taxing

jurisdictions, and all related rules and procedures.

7. **Presenting Avisae Products and Services.** I agree to present the Avisae Financial Rewards Plan and Avisae products and services as set forth in official Avisae literature and presentations.
8. **Authorization to Transfer Personal Information.** In order for Avisae to provide support for my Independent Business (IB), I authorize Avisae to transfer and disclose personal and/or confidential information, which (a) I have provided to Avisae in connection with my IB and downline organization, or (b) that has been developed as a result of my activity as an IBO, to (i) its parent and affiliated companies, (ii) and to my Avisae independent upline IBOs when necessary to ensure proper upline support, and (iii) to applicable government agencies or regulatory bodies if required by law. I further authorize Avisae to use my personal information for IBO recognition and marketing materials.
9. **Avisae Business Rules of Conduct.** I have carefully read and agree to comply with the Avisae Business Rules of Conduct and the Avisae Financial Rewards Plan. I understand that I must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to receive any bonuses or commissions from Avisae. I understand that the Agreement, including this Agreement, the Avisae Business Rules of Conduct and the Avisae Financial Rewards Plan may be amended at any time at the sole discretion of Avisae, and I agree that upon 30 days notice any such amendment will apply to me. Notification of amendments will be published in official Avisae materials including the Company's official website. The continuation of my Avisae business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments to the Agreement.
10. **Marketing of Products and Services.** I understand that there are no minimum purchases or inventory requirements. I will promote the retail sale of Avisae Products in accordance with the terms and conditions of the Agreement. I agree not to make any claims about Avisae Products and the Avisae Financial Rewards Plan unless they are contained on Avisae labels or in official Avisae literature. In particular (but without limitation), I must not make any actual or potentially misleading or deceptive claims in relation to commissions and other rewards that might be derived from conducting activities as an IBO of Avisae, or in relation to Avisae products. Avisae will pay me Bonuses for the sale of Avisae Products less product returns. I understand and agree that, in order to be eligible to receive Bonuses, I must meet all requirements outlined in the Financial Rewards Plan, including retail sales, and not be in violation of the terms of the Agreement. I will not purchase any Avisae Products solely for the purpose of qualifying for Bonuses. I agree that prior to placing a subsequent product order, I have resold previously ordered Avisae Products and documented the sales to at least five retail customers each month, and that I have sold or consumed at least 70% of the Avisae Products from any previous orders. I agree to encourage, supervise and assist my downline organization's efforts to sell Avisae Products to retail customers.
11. **Refunds and Product Returns.** I agree that if I resell Product directly to a customer, I will adhere to Avisae's 100% satisfaction guarantee policy and shall provide the customer a full refund of all monies paid if the customer returns the product to me within thirty (30) days of the sales transaction. Avisae agrees to replace to me up to one-half of the used portion of the returned product.
12. **Loyalty Orders.** I may choose to have Product sent to me monthly on an automatically processed order ("Loyalty Order"). To change any detail pertaining to my Loyalty Order, my phoned request or my written request (from my email account of record or via regular mail and signed by me) must be received by Avisae 72 hours in advance of the next shipment. All orders are subject to the sales tax of my region, which will be added to the order total. Shipping & handling charges will also be added. The credit card or bank draft listed in my Back Office account will automatically be charged for this order. Orders in which payment method is declined may not be processed. Attempts may be made by Avisae to reprocess the order should my payment method decline; however, Avisae makes no assurances that these attempts will be made. If my credit card is due to expire, I acknowledge that my issuing bank may update my expiration date automatically, which will allow Avisae to process my order payment; however, I agree to be responsible for providing current payment. If an order cannot be processed due to payment difficulties, Avisae will not be held responsible for personal volume shortfalls. I agree that Avisae reserves the right to change my Loyalty Order(s) to subsequent payment methods added by me if my first payment method declines. The charge sequence will be in the order that I list my payment methods in the Back Office.
13. **Loyalty Order Payments.** If available and I elect ACH for my Loyalty Orders, Avisae is hereby authorized and may debit my account for orders shipped on or after the date of payment, and I agree to maintain sufficient funds in my account to cover the automatic payments. If my ACH payment fails, I will email the Avisae IBO Solutions Department at IBOSolutions@avisae.com, as Avisae will not be held responsible for personal volume shortfalls. I shall indemnify and hold the Avisae harmless from any and all liability which may arise out of Avisae's initiating an authorized debit to my account, except the liability to ship the product as ordered. ACH payment processing by the bank may take up to 5 business days. I therefore acknowledge that Avisae will process the order in the week it receives the funds, and not when the ACH is initiated.
14. **Use of Name and Image.** I authorize Avisae to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.
15. **License to Use Certain Intellectual Property.** Avisae grants to me a non-exclusive, royalty free, revocable license to use the intellectual property in Avisae's name, trade marks (whether registered or unregistered), and other intellectual property rights in any materials or documents pertaining to the subject matter of this Agreement for the purpose of promoting the products and sourcing potential customers. I agree that the Avisae may impose restrictions on my use of Avisae's name, trade names and trademarks, logos and other intellectual property and advertising in order to protect the rights, reputation and image of Avisae, provided that such restrictions are applied to all IBOs generally. I also agree to not apply singly or in association with any other party for registration of any intellectual property owned by Avisae capable of registration but not registered and to give all reasonable assistance, at Avisae's reasonable cost, to assist Avisae to register any such intellectual property.
16. **Electronic Communication.** I authorize Avisae and its affiliates to communicate with me through 1) electronic mail at the email address provided in this Agreement, or 2) SMS (text messaging) at the cellular phone number provided in this Agreement. I understand that such email or texting may include offers or solicitations for the sale and purchase of

Avisae products, sales aids, or services.

- 17. Term and Termination.** The term of this Agreement and each subsequent renewal is one year. Unless a party notifies the other of its intent to terminate the Agreement, I understand and agree that the Agreement is renewed automatically each year on its renewal date. I understand and agree that I will need to pay a renewal fee each year to renew my Agreement with Avisae. I agree that Avisae may automatically charge my credit card each year in the amount of \$29.95 during the renewal month of my Agreement. Avisae may terminate my account at any time for violation of the terms and conditions of the Agreement including any amendments thereto. In the event of cancellation, termination, or nonrenewal of my Agreement, I agree to forfeit and waive all rights I have, including but not limited to property rights, to my former downline organization, and to any commissions, bonuses, or other remuneration derived through the sales and other activities of my former downline organization and to immediately discontinue use of any and all Avisae trademarks, service marks, and copyrighted materials. I also agree that during the term of this Agreement and for one (1) year following the termination or cancellation of this Agreement, regardless of the reason for termination or cancellation, I will not directly or indirectly solicit or recruit, as defined in the Avisae Business Rules of Conduct, any Avisae IBO who is in my current or former downline organization or with whom I became acquainted by virtue of my participation as an Avisae IBO. Avisae reserves the right to terminate this Agreement at any time 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 products via direct selling channels, or at any time upon not less than 7 days notice and without further notice if the IBO breaches this Agreement and fails to remedy the breach before the end of the notice period. I may cancel this Agreement at any time, and for any reason, upon written notice to Avisae at cancel@avisae.com.
- 18. Assignment.** I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Avisae. Avisae may freely assign the Agreement at any time. Any attempt to transfer or assign the Agreement without the express written consent of Avisae renders the Agreement terminable at the option of Avisae.
- 19. Breach of the Agreement.** I understand that if I fail to comply with the terms of my Agreement, Avisae may, in its sole discretion, impose upon me disciplinary action as set forth in the Avisae Business Rules of Conduct. If I am in breach, default, or violation of the Agreement at termination, I may forfeit further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed, as provided for in the Avisae Business Rules of Conduct. If I fail to pay for products or services when payment is due or am indebted to Avisae for any reason, including but not limited to for commissions or bonuses paid on returned product, I authorize Avisae to withhold and retain the appropriate amounts from my bonus or commission checks or to charge my credit cards or other accounts which I have placed on file with Avisae.
- 20. Limitation of Liability and Indemnification.** Avisae, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred as "affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If Avisae is found to be in breach of the Agreement, the maximum amount of damages I may claim shall be limited to the amount of unsold inventory that I personally purchased from the company and have remaining on hand. I release and agree to indemnify Avisae and its affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising from, or relating to my actions in the promotion or operation of my Avisae independent business and any activities related to it (for example, but not limited to, the presentation of Avisae products or Financial Rewards Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable federal, state, or municipal law or regulation, etc.).
- 21. Entire Agreement.** This Agreement, the Financial Rewards Plan, and the Avisae Business Rules of Conduct in their current forms and as amended by Avisae in its discretion, together constitute the entire agreement and Contract between Avisae and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement and Contract are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and the Avisae Business Rules of Conduct (in their current form or as subsequently modified), the Avisae Business Rules of Conduct shall govern.
- 22. Waiver and Severability.** Any waiver by Avisae of any breach of the Agreement must be in writing and signed by an authorized officer of Avisae. Waiver by Avisae of any breach of my Agreement by me shall not operate or be construed as a waiver of any subsequent breach. 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.
- 23. Delays.** Avisae is not responsible for delays in the performance of its obligations under this Agreement when performance is made commercially impracticable due to circumstances beyond its reasonable control.
- 24. Survival.** Sections 18, 21, 22, 23, 26, 27, 28, and 29 of this Agreement, as well as the covenants to protect Avisae's trade secrets, confidential information, intellectual property, and other proprietary materials, as set forth more fully in the Avisae Business Rules of Conduct, shall survive the termination of the Agreement.
- 25. Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration as follows:
- THIS AGREEMENT IS SUBJECT TO ARBITRATION. UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OR ANY OTHER RESOLUTION OF ANY DISPUTES ARISING UNDER OR RELATED TO THIS CONTRACT. The place of origin of this Contract is the State of Utah, USA, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Utah, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all Disputes will be in Salt Lake County, Utah. I consent to the personal jurisdiction of any courts within the State of Utah and waive any objection to improper venue.

- b. I agree that any Dispute will be resolved and settled in accordance with and pursuant to the terms and conditions of this Agreement, and by the rules and procedures set forth in the Business Rules of Conduct. The arbitration proceedings will be conducted in Salt Lake City, Utah. The arbitration will be conducted in the English language, but at the request and expense of a party, documents and testimony will be translated into another language. One arbitrator will be appointed to hear and decide disputes, which arbitrator will be selected by mutual consent of both parties. The parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration. Neither the parties nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.
- c. A "Dispute" is defined as any and all past, present or future claims, disputes, causes of action or complaints, whether based in contract, tort, statute, law, product liability, equity, or any other cause of action, (i) arising under or related to this Agreement, (ii) between other IBOs and me arising out of or related to an IBO independent business, or our business relationships as independent contractors of Avisae, (iii) between Avisae and me, (iv) related to Avisae or its past or present IBO entities, their owners, directors, officers, employees, investors, or vendors, (v) related to the Avisae Products, (vi) regarding Avisae's resolution of any other matter that impacts my Affiliation, or that arises out of or is related to the Company's business, including my disagreement with Avisae's disciplinary actions or interpretation.
- d. I agree to accept and be bound by this arbitration agreement if I access any Avisae website, and use the information therein, or by the purchase of any Avisae products made available through said websites, or the purchase of any products from Avisae, or if I receive a bonus.

Notwithstanding this arbitration provision, nothing herein shall prevent Avisae from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Avisae's 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.

- 26. Governing Law.** The parties consent to exclusive jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah, for purposes of seeking equitable relief and/or enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue. I agree that notwithstanding any statute of limitation to the contrary that any claim or action I wish to bring against Avisae for any act or omission relating to the Agreement must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against Avisae for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.
- 27. Counterparts.** Faxed copies of this Agreement shall be deemed an original. To be valid, copies submitted to Avisae by fax must include the front and back of the document.
- 28. Data Protection.** I give consent for Avisae to process the personal data contained in this application/agreement and to transfer this personal data, together with information about this IBO account's future sales activities, to any of Avisae's worldwide subsidiaries and affiliated companies, and to other IBOs who are in the same sales organization or distribution chain, for the sole purpose of administering the sales and distribution of Avisae's products and providing reports to its IBOs of sales activity in their sales organizations. I understand that this transfer of information may be made to countries without a level of legal protection of privacy equivalent to that provided in my home country. I understand that if I receive sales reports containing personal data of other IBOs, I agree that I will not use such data except in the administration and development of my sales organization, and that upon termination of my Agreement, I will immediately delete all such personal data from my files, except as otherwise required by law. The parties agree that this obligation survives the termination of the Contract.
- 29. Acceptance of Agreement by Avisae.** The effective date of the Agreement will be the date it is accepted by Avisae, which will be (i) the date that I execute the Agreement it is received and accepted, or (ii) the date that I successfully submit my IBO Application using Avisae's online enrollment capability and is received and accepted and a computer record is made of the account.