

## VIBRANZ Wellness Consultant – Terms & Conditions

In accordance with the terms and conditions contained herein. I hereby submit my Application and Agreement to become as Independence Wellness Consultant, thereafter, referred to as WC with Vibranz and GetVibranz.com (hereafter referred to as "Company" and hereby state and agree as follow:

- 1) I am of legal age, in the state in which I reside, to enter into this Agreement. The Application and Agreement becomes effective on the date received and signed, signed by the application and accepted by the Company.
- 2) I understand that as a WC, I am an independent contractor, not as an agent, employee, or franchise of the Company. I further understand and agree that I will not be treated as an employee with respect to such services, for federal and state tax purposes, nor will I be treated as an employee for purposes of the Federal Unemployment Tax Act, and Federal Insurance Contribution Act and State Unemployment Act, or State Employment Security Act. I understand and agree that I will pay for all applicable federal and state income taxes, self-employment taxes, sales taxes, local taxes, and /or local license fees that may become due as the result of my activities under this Agreement.
- 3) In the process of selling and otherwise promoting the products or services of the various provider companies, I agree that I, as a WC will operate in a lawful, ethical, and moral manner. I agree to make no false or misleading statements regarding the various relationships between the said providers, Company or me and the products or services.
- 4) I agree that as a WC, this Agreement with Company grants me limited authority to promote and sell the products and services, which Company markets on behalf of such providers, subject to the terms and conditions established by such carriers and/or Company from time to time.
- 5) I agree to keep accurate records, and to avoid any misleading deceptive and unethical practices. I further agree to abide by all Federal, State, and local legal statutes governing the sales and solicitation of the products and services marketed by Company, including but not limited to occupational licenses, solicitation, licenses, business licenses, merchant licenses, permit or any other licenses or permit which may be required to perform under this Agreement.
- 6) Neither Company nor any provider with whom Company transacts or contracts business shall be liable under any circumstances for any indirect, special, punitive, compensatory, or consequential damages or loss of production or profits which may result from any cause, including but not limited to breach of warranty, delay, act, errors, or omissions of any such carries or Company. Rather, the obligations to Company are limited to the use of the best efforts to process orders.
- 7) Company specifically reserves its sole proprietary interest in the Company name, logo, trademarks, copyrighted materials, and service marks in all printed form except as permitted in writing by Company or in advertising or promotional materials provided, designed, or published by Company. I also agree this also prohibits me from using the Company name, logo, trademark, copyright materials or service marks of any provider that transacts business with Company.
- 8) I understand that no Attorney General of any state or other regulatory authority ever review, endorse, or otherwise approve any products, membership, compensation program of any marketing Company.
- 9) In order, to remain a WC, Company requires the execution of an annual renewal application, Agreement and \$39.95 on the 1-year anniversary. If the annual renewal and fees are not received, the WC is subject to cancellation. As WC who failed to renew and whose consultants is cancelled must re-qualified to become a WC again.
- 10) I understand as a WC, I am free to select my own means, methods, and manner of operation and that I am free to choose the hours and location of my activities under this Agreement subject only to the terms of this Agreement and all Company policies and procedures.
- 11) I acknowledge that Company transacts business as a Marketing Agent for multiple manufacturers which provide products and that future product prices are subject to change without prior notice.
- 12) Company shall periodically make various sales literature and/or promotional materials available. I, however, am under no obligations to purchase any quantities of those materials or literature or promotional materials, which I may choose. I further agree after the purchase and delivery of those promotional materials, and sales literature, refund shall not be allowed under any circumstances of such sales literature or promotional for any reason.
- 13) I understand that as a WC for Company that I may not make any medical representation whatsoever about the Company product line and I acknowledge the Company makes no medical representations in respect to its products lines.
- 14) I acknowledge that I have the right to acquired as many personal customers as I wish. For each personal customer acquired, I will receive a commission in accord the current valid Company Compensation Plan.
- 15) I acknowledge that as a WC I am not guaranteed any income nor am I assured any profit or success, and I certify that no claims or guaranteed profits or representations of expected earnings that might result from my efforts as a WC have been made by Company or my sponsor. In this connection, I shall not represent directly or indirectly that any person may, can or will earn any stated gross or net amount by sponsorship of other WC.
- 16) If after receiving my Wellness Kit, I decided not to continue as a Company WC, I can submit my written and notarized resignation and return the unopened Wellness Kit for a refund within 30 days of my application date a) minus any commission earned; b) commission paid on my purchases, and c) shipping and handling fees.
- 17) I agree to indemnify and hold Company harmless from any claims, damages, and expenses, including any attorney's fees arising out of my actions or conduct in violations of this Agreement, and the policies and procedure of Company it is agreed that such disputes shall be exclusively resolved pursuant in binding arbitration under the commercial rules of the American Arbitration Association with arbitration to be held in Las Vegas, NV. Nevada Law will apply to the resolution of the dispute, unless otherwise agreed in writing. Read Policies and Procedures for full legal.
- 18) I acknowledge that I have read and fully understand the Company policies and procedure, which are incorporated herein by reference and are binding upon me. I further acknowledge that Company fully reserves the right to modify the Company policies and procedures, including its marketing plan, Compensation Plan and Business Plan at any time by providing me with written notification, or verbal communication through the Company voice mail system, email systems, newsletter, website, or such modifications through a letter from the Company. I understand that although I may be provided with information concerning Company, its business, my WC status, and other matters by parties other than Company, including my sponsor and other Company WC, to the extend that any such information conflicts with the terms of the Agreement of the Company policies and procedures, this Agreement and Company policies and procedures shall be controlling in all cases. For purposes of this Agreement, my address as indicated in this Agreement shall be deemed to be my correct address unless and until I provided written notification of a change of address to Company.
- 19) I acknowledge that this Agreement and the Company policies and procedures incorporated herein by reference, constitute the entire Agreement between the parties hereto, and shall not be modified or amended except in writing, signed by Company. This Agreement shall be binding upon and inure to the benefits or heirs, successors and permitted assigned of the parties hereto. If any provision of this Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provision or portion thereof shall not be affected thereby.
- 20) In some states, fund raising activities by charitable organization are regulated. Certain licensing and bonding requirements may therefore be required of a Company WC in some states depending upon the manner, in which the Company is marketed. Every Company WC is required to investigate the laws in those states in which it is intending to market the Company opportunity.
- 21) Compensation Plan is based on current products Company is marketing and is subject to change without notice.
- 22) The Wellness Consultant affirms that it will not conduct, commission or be a party to animal testing nor allow animal testing to be performed by or for submission to regulatory agencies to distribute Vibranz products in foreign market.



Please contact your referring Wellness Consultant for further product information.

Corporate Inquiries only:

Vibranz, 3111 S. Valley View Blvd., Suite Y-102, Las Vegas, NV 89102

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Updated 01-15-2021