



BRAND PARTNER AGREEMENT

Updated: 1-6-2017

1. Authorization and Contract

By executing the Vasayo Brand Partner Agreement ("Agreement"), you apply for legal authorization to become a Vasayo business owner and enter into contract with Vasayo, LLC, hereinafter "Vasayo." You acknowledge that prior to signing you have received, read, and understood the Vasayo Income Disclosure Statement; that you have read and understood the Vasayo Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on Vasayo.com; and that you have read and agree to all terms set forth in this Agreement. Vasayo reserves the right to reject any application for any reason within thirty (30) days of receipt.

2. Expiration, Renewal, and Termination

The term of this Agreement is one year (subject to prior cancelation or disqualification as provided in the Policies and Procedures). If you fail to annually renew your Vasayo business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Brand Partner. You shall not be eligible to sell Vasayo products and services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancelation, termination, or nonrenewal, you waive all rights you have, including, but not limited to, property rights, rights to your former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of your former downline organization. Vasayo reserves the right to terminate all Brand Partner Agreements upon thirty (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 and/or services via direct selling channels. Brand Partner may cancel this Agreement at any time, and for any reason, upon written notice to Vasayo at its principal business address. Vasayo may cancel this Agreement for any reason upon thirty (30) days' advance written notice to Brand Partner. Vasayo may also take actions short of termination of the Agreement, if the Vasayo Brand Partner breaches any of its provisions.

3. Independent Contractor Status

You agree this authorization does not make you an employee, agent, or legal representative of Vasayo or your Sponsoring Brand Partner. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through Vasayo 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. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-MISC form electronically. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Refunds and Product Returns

If for any reason a Vasayo Product does not meet your expectations, simply return it within twelve (12) months of purchase for a 90% refund of the product price, excluding shipping.

*Product must be resalable condition (i.e., unused, unopened, not expired). A 10% restocking fee is



applied on product returns. Shipping costs associated with returning product are the responsibility of the customer/Brand Partner returning the product. Any commissions and bonuses paid on the sale of returned product will be reclaimed from the upline/Sponsor.

5. Presenting the Plan

You agree when presenting the Vasayo Compensation Plan to present it in its entirety as outlined in official Vasayo 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 Vasayo. You agree to instruct all prospective Brand Partners to review the Vasayo Income Disclosure Statement.

6. Selling Product

You agree to make no representations or claims about any products beyond those shown on product labels and/or in official Vasayo literature. In particular, no Brand Partner may make any claim that Vasayo products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. You further agree to sell products available through Vasayo only in authorized territories.

7. Vasayo's Proprietary Information and Trade Secrets

You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by Vasayo, 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 Vasayo business including, without limitation, Brand Partner lists, sponsorship trees, and all Vasayo Brand Partner information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Vasayo, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Vasayo, Vasayo 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, manufacturing and product developments, and Brand Partner sales, earnings and other financial reports to facilitate your Vasayo business.

8. Non-Competition Agreement

In accordance with the Policies and Procedures, you agree that during the period while you are a Brand Partner, and for six (6) months following resignation, non-renewal, or termination of your business, you will not compete with Vasayo. This covenant shall survive the expiration or termination of your authorization and contract with Vasayo.

9. Non-Solicitation Agreement

In accordance with the Policies and Procedures, you agree that during the period while you are a Brand Partner, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Vasayo Brand Partner to compete with the business of Vasayo.

10. No Violation of Previous Agreement



You agree that you are not currently in material breach of, and will not during the term of this Agreement be in material breach of, any other contract, obligation, or covenant that would affect your ability to perform hereunder, and as a result of entering into this Agreement, will not materially breach any contract, obligation, or covenant (such as a covenant not to compete located in a prior agreement).

11. Images / Recordings / Consents

You agree to permit Vasayo 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 Vasayo for any lawful purpose, and without compensation.

12. Modification of Terms

With the exception of the dispute resolution section in Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Rule 1 in the Policies and Procedures.

13. Jurisdiction and Governing Law

The formation, construction, interpretation, and enforceability of your contract with Vasayo as set forth in this Brand Partner Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Utah without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Vasayo, LLC with jurisdiction and venue as provided by Louisiana law.

14. Dispute Resolution

All disputes and claims relating to Vasayo, its products and services, the rights and obligations of a Brand Partner and Vasayo, or any other claims or causes of action relating to the performance of either a Brand Partner or Vasayo under the Agreement or the Vasayo Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Midway, Utah, or such other location as Vasayo 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. **Additionally, you agree not to initiate or participate in any class action proceeding against Vasayo, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding.** This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Vasayo 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.

15. Time Limitation

If a Brand Partner wishes to bring an action against Vasayo for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Brand Partner waives all claims that any other statutes of limitations apply.



16. 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 Vasayo and supersedes any prior agreements, understandings, and obligations between you and Vasayo concerning the subject matter of your contract with Vasayo.

17. Notice of Right to Cancel

You may request a refund on your enrollment fee if it's done within seven (7) business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancelation notice. To cancel this transaction, mail or deliver written notice, to Vasayo, LLC, PO Box 880, Midway, Utah, 84049, not later than midnight of the seventh business day following the date of this Agreement.

18. Submission of Electronic W-9

Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Citizen or other U.S. person.