

Oliabo Independent Representative Agreement Terms & Conditions

Oliabo, LLC (hereinafter “Oliabo”) is a direct selling company in the United States. The Company supplies health and skin care products. These products are marketed to customers by independent representatives and/or affiliates who participate in this direct selling, affiliate marketing or trading scheme under the terms of this Oliabo Independent Representative Agreement as well as other agreements as detailed below:

1. The Oliabo Independent Representative Agreement (hereinafter “the Agreement” or “this Agreement”) is comprised of these Terms & Conditions, the Policies & Procedures and the Pay Plan, sets out the legal terms and conditions (“**Terms**”) governing your relationship as an independent contractor (“**Independent Representative**” or “**Representative**”) of Oliabo (the “**Company**”, “**Oliabo**” “**we**”, “**us**”, “**our**”), each of which separate documents are by this reference hereby expressly incorporated into the Agreement in their present form and together constitute the entire agreement between the Company and the Independent Representative and supersede any previous agreements, representations or undertakings.
2. You authorize the Company to use your name, photograph, personal story, testimonial, likeness, and/or any material you submit to the Company in advertising or promotional materials and waive all claims for remuneration for such use.
3. You represent that you are at least 18 years of age, entitled to work in the United States, or other Oliabo approved countries or regions, and are legally competent to enter into this Agreement with us.
4. You understand that as an Oliabo Independent Representative, you:
 - a. may offer for sale the Company’s products [and services] in accordance with these Terms and the Agreement;
 - b. have the opportunity to enroll others as Independent Representatives;
 - c. [if qualified], have the opportunity to earn commissions pursuant to the Company’s Pay Plan (and any payments due to you from the Company will be calculated and paid in accordance with the Pay Plan and the Company will provide you with regular statements of account with financial details of all transactions and how any deductions are calculated); and
 - d. may be subject to certain background and other checks from time to time.

5. The Independent Representative has a free choice whether or not to purchase any goods [or services] under this direct selling model.
6. You agree to present the Company's products [and services] only as set out in official Company publications. No claims, statements, disclosures, representations or warranties that are not printed in the Company's official materials will be made in either selling the products or in the recruitment of prospective independent representatives. You must not use misleading, deceptive or unfair recruiting methods and must not make unrepresentative or exaggerated earnings claims.
7. Whilst the Company's business model is primarily a direct selling model and/or affiliate marketing model, when making an appointment to visit a customer, or potential customer, you will:
 - inform the customer as to the purpose of the visit and present the products consistent with paragraph 6 above;
8. The Company may modify the Agreement, including these Terms and Conditions, the Policies & Procedures, and its Pay Plan, as well as its other literature and its product prices, at its discretion. The Independent Representative's consent is not required to such changes and the Independent Representative shall be bound by such changes upon notification either specifically to the Independent Representative (including by publishing details of such changes to the Independent Representative's back office) or generally through official Company literature, provided that the Company shall give the Independent Representative at least 30 days advance written notice of any change in the Independent Representative's financial obligations (all other obligations other than financial obligations shall be effective immediately).
9. You agree that as an Independent Representative, you are an independent contractor and responsible for your own business, and not an employee, officer, partner, member, legal representative, or franchisee of the Company. You have the right to determine your own hours of business and, subject to due compliance with the Agreement, the manner and means by which your business as an Independent Representative is operated.
10. You agree that any products sold or given to you by the Company is not a uniform, even if it displays any Oliabo's names, logos, or colors. You retain the complete right to engage in other business or income-generating activities as allowed by the Policies and Procedures.
11. You agree that you are solely responsible for paying all business-related expenses incurred as an Independent Representative, including but not limited to travel, food, lodging, secretarial, office, long distance telephone calls, email, internet and other business expenses.

12. You may elect to maintain adequate insurance against all relevant risks including public liability and vehicle insurance.
13. You are personally liable for any taxes or duties required by law, including income tax or otherwise. You will keep all such proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties and will and make all relevant filings and returns required by law. You acknowledge and agree that the Company is not responsible for withholding and shall not withhold or deduct from your bonuses and commissions, if any, taxes of any kind, unless such withholding becomes legally required.
14. You may delegate the performance of your services under this Agreement to such third party or parties only if approved by the Company in writing as properly trained and competent for that purpose, provided that (i) such third party undertakes to the Company to adhere to the terms of the Agreement and (ii) no such delegation shall relieve you from any obligations or liabilities under the Agreement, you shall be fully responsible for the acts and omissions of your delegates to the same extent as you are responsible for your own acts and omissions pursuant to this Agreement, and you shall at all times indemnify and hold the Company indemnified in relation to the acts and omissions of your delegates accordingly.
15. You will only promote the Company's business opportunity as a business relationship with the Company and you will not state, imply or represent to any person that you are an employee of the Company or state, imply or represent to a prospective independent representative that they will become an employee of the Company.
16. You acknowledge and agree that whilst you may introduce customers to us from time to time you have no obligation to act as an agent for us and if, in addition to the introductions of customers for our products, you also choose to introduce any persons to us who may also wish to become independent representatives then those activities constitute the supply of services (and not the supply of goods) and are secondary to your main activities under this Agreement and accordingly you are not acting as agent of the company in any capacity.
17. You agree to operate as an Independent Representative in an ethical, professional and courteous manner, including by:
 - a. complying with the Agreement, including these Terms; and
 - b. not representing to prospective customers or contractors that you are an employee of the Company or have any authority to act on behalf of the Company; and

- c. abiding by all applicable laws and regulations relating to this Agreement and the promotion and sale of the products.
18. If you provide any training for independent representatives for which a charge is made by you as an independent representative, then you shall:
- a. only use materials referring to the Company's business opportunity and/or its products which have been approved by the Company;
 - b. ensure that invitees understand that they do not need to purchase training materials as a condition of obtaining advice from you;
19. The Company will at any time during the term of this Agreement at the written request of the Independent Representative re-purchase any product which was purchased by the Independent Representative from the Company in accordance with the Company's return policy at any time within 30 days of original purchase and only if the returned product is in resellable condition.
20. You agree that any breach by you of the Agreement may result in suspension of your Representative position or immediate termination of your engagement as an Independent Representative.
21. You acknowledge that the Company may terminate this agreement/the Agreement at any time at its sole discretion.
22. Your business as an Independent Representative shall remain in effect so long as you remain in compliance with the Agreement, or until you voluntarily cancel or terminate your Agreement with the Company; provided that, notwithstanding the foregoing, the Company reserves the right to terminate your Independent Representative agreement(s) if the Company should elect to do so at its discretion as per above.
- The Independent Representative may cancel this Agreement at his or her discretion by giving written notice to the Company, and may return any products consistent with the Company's return policy.
23. In the event of the cancellation or termination of this Agreement for any reason, you waive for all time all rights you may have, including but not limited to property rights, to any former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. However, in the event of cancellation or termination of this Agreement by us without cause, we will pay any bonuses, commissions, or other remuneration derived through the sales and other activities of your former downline organization for activity up until the end of the month prior to the cancellation or termination.

24. You may not sell, transfer, or assign any rights under this Agreement without our prior written consent. Any attempt to sell, transfer or assign this Agreement without our express written consent renders this Agreement voidable at our election and may result in termination of your business.
25. The Company and their respective parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”), shall not be liable for incidental, consequential and/or exemplary damages for any claim or cause of action relating to this Agreement or your engagement as an Independent Representative.
26. As a result of your position as an Independent Representative, you have access to confidential information of the Company that you acknowledge to be proprietary, highly sensitive and valuable to the Company’s business, which information is available to you solely and exclusively for purposes of furthering the sale of Company products and training and sponsoring third parties who wish to become contractor, and to further build and promote your business. You and the Company agree and acknowledge that, but for your agreement of confidentiality and nondisclosure, the Company would not make Company confidential information available to you. During any term of this Agreement, and for a period of four years after the termination or expiration of this Agreement, you will not, for any reason, on your own behalf, or on behalf of any other person:
- a. disclose any Company confidential information to any third party directly or indirectly;
 - b. use the Company confidential information to compete with the Company, or for any purpose other than promoting the Company;
 - c. use or disclose to any person any Company confidential information that was obtained while your Independent Representative Agreement was in effect.

Upon non-renewal, resignation or termination of your position as an Independent Representative, you will promptly destroy or return to the Company all Company confidential information. The obligations of this clause will survive the termination or expiration of this Agreement.

27. You agree to release the Company and its affiliates from all liability arising from or relating to the promotion or operation of your business as an Independent Representative and any activities related to it (including, but not limited to, the presentation of Company products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities), and agree to indemnify and hold harmless the Company and their affiliates and each of their respective officers, directors, employees, agents, successors and assigns from and against any and

all liability, expenses (including legal fees), damages, fines, penalties, social security contributions and taxes or other awards arising from or related to (a) any unauthorised conduct that you undertake in operating your business as an Independent Representative, or (ii) your breach of your representations, warranties or obligations under the Agreement.

28. We may assign or transfer this Agreement or any or all of our rights or obligations hereunder, in whole or in part, without your prior consent (you may not, however, as the Agreement needs to remain with you). Should we do so, you have the right to terminate this Agreement immediately, without prior notice. We may subcontract our rights and obligations under this Agreement.
29. Any waiver by either party of any breach of this Agreement must be in writing and signed by the party waiving the breach. With respect to the Company, only officers of the Company are authorized to waive any policy. Waiver by one who is not an officer of the Company shall not be binding on Company. Waiver by either party of any breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
30. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be stricken and reformed only to the extent necessary to make it enforceable, and the balance of this Agreement will remain in full force and effect.
31. If you operate your business through a business entity of any type (trust, partnership, limited liability company, corporation, etc.), all members, managers, shareholders, trustees, partners, or others with any ownership interest in the business entity (collectively "Owners") shall be jointly and severally liable for all contracts entered into with Company. Each Owner is individually bound to and must comply with and agree to the terms and conditions of the Agreement, including these Terms. Violation of the Agreement by any Owner or employee of the business entity shall be jointly and severally imputed to the business entity and all Owners of the business entity. Each Owner certifies that neither he/she, nor any household family member, has any ownership, financial, or equitable interest in, or managerial responsibility for, any other Company business, and has not had any such interest or responsibility for at least six calendar months prior to submitting this Application and Agreement. Any breach of the Agreement by any Owner or employee of the business entity shall be grounds for disciplinary action jointly and severally against the business entity and/or each individual Owner.
32. The express provisions of, and obligations under, this Agreement displace any implied duty of good faith that might otherwise be imposed upon the Company and without prejudice to the generality of the foregoing the Company may exercise any rights, benefits and discretions granted to it under this Agreement in such manner

as it sees fit in its own interests and the exercise by the Company of any contractual right is not to be treated as the exercise of a discretion.

33. Any dispute between the parties shall be determined in accordance with the dispute resolution process set out in our 'Policies and Procedures'. Each party agrees that they may bring disputes against the other party only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, including without limitation, federal or state class actions, or class arbitrations. Accordingly, under the arbitration rules outlined in our 'Policies and Procedures', an arbitrator will not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding.
34. Except as otherwise set forth above, this Agreement shall be exclusively governed by and construed in accordance with the laws of the state of Utah, and each of the parties hereby submits to the exclusive jurisdiction of the federal and state courts of Utah to settle any dispute or claim not otherwise covered by an arbitration clause (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
35. In any action arising from or relating to this Agreement, the parties waive all claims for indirect, incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.

Accepted electronically