

## BLACKOXYGEN ORGANICS BRAND PARTNER APPLICATION & AGREEMENT

**1. Authorization and Contract.** By executing this BlackOxygen Organics Brand Partner Agreement (“Agreement”), you apply for legal authorization to become a BlackOxygen Organics Brand Partner (“Brand Partner”) as a business owner and enter into contract with BlackOxygen Organics, (hereinafter “Company”). You acknowledge that prior to signing this Agreement you have received, read and understood the Company Income Disclaimer Statement, the Company Policies and Procedures, the Company Privacy Policy Notice, the Company Compensation Plan, and, if applicable, the Business Entity Registration Form, and all terms set forth in this Agreement. All documents shall be incorporated into this Agreement, thus collectively referred to as the “Agreement” hereinafter. Company reserves the right to reject any application for any reason within thirty (30) days of receipt.

**2. Expiration, Renewal, and Termination.** This Agreement will remain in effect until you voluntarily cancel the Agreement, your account becomes inactive and/or you fail to renew, or the Company terminates you as a Brand Partner, as outlined more fully in the Company Policies and Procedures. If you fail to renew your Company business, or if it is cancelled or terminated for any reason, you understand that you will permanently lose all rights as a Brand Partner. You shall neither be eligible to sell Company products or 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 cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property 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. Company 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 or services via direct selling channels. A Brand Partner may cancel this Agreement at any time, and for any reason, upon written notice to Company. Company may cancel this Agreement at any time and for any reason upon written notice to the Brand Partner. Company may also take actions short of termination of the Agreement, if the Brand Partner breaches any of its obligations under the Agreement.

**3. Independent Contractor Status.** You agree this authorization does not make you an employee, agent, or legal representative of Company or your sponsoring Brand Partner. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products or services available through Company 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.** Company offers a 30-day 100% satisfaction guarantee to all Customers and each Brand Partner must honor such guarantee on all Customer returns. Company offers each Brand Partner the right to cancel the Agreement within thirty (30) days of enrollment for a full refund on all initial fees paid to the Company for the provision of Company services. All subsequent fees for services are nonrefundable. If you are not 100% satisfied with Company products, you may return the items for a refund if (i) neither you nor Company have terminated the Agreement; (ii) the products were purchased within two (2) months; and (iii) remain in resalable condition (as defined in the Policies and Procedures). Company shall repurchase all marketable inventory for a 90% refund. Shipping and handling charges incurred will not be refunded. up to twelve (12) months from the original purchase date the product was purchased from Company. For purposes of this Section, marketable inventory is defined as all products that are in a condition that would permit Company to resell.

Brand Partner Agreement, Policies and Procedures, Compensation Plan, Prices Lists and in general the Company Business Plan is expressed in US dollars. Therefore, commissions, bonuses, sales orders charges and refunds paid to our Brand Partners are made in US dollars. The Company shall not have any liability in regards currency exchange rate fluctuations which are based on several market and public conditions. None of the foregoing parties shall be liable for any Brand Partners or third-party claims or losses of any nature, including, but not limited to, lost profits, punitive, consequential, special, incidental, indirect or similar damages.

**5. BlackOxygen Organics Proprietary Information and Trade Secrets.** You recognize and agree that, as further set forth in the Company Policies and Procedures, information compiled by or maintained by Company, 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 Company business including, without limitation, distributor lists, sponsorship trees, and all Company partner information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Company, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Company, Company grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (collectively, "Proprietary Information"), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and partner sales, earnings and other financial reports to facilitate your Company business.

**6. Compliance of BlackOxygen Policies and Procedures.** You recognize and agree that as an Independent Brand Partner you should comply with that established on the Policies and Procedures in regards all activities to develop this agreement. The Company actively seeks out to discover the use of non-approved, non-compliant advertising. Said discovery may be made by active web searches, anonymous monitoring of public conference calls, private groups and or meetings, or by reports of potential violations by other Independent Brand Partner, or by various other non-intrusive methods. At no time will the Company's compliance audit process violate the Company's privacy policy or that of any Local, State, or Federal Statute. Any Independent Brand Partner found in violation of these regulations will receive a warning letter via electronic mail at their last known E-Mail address. The letter will demand full compliance within 3 days of its date of issuance. Follow-up will then be conducted by The Company on the 3rd day anniversary of the date of warning letter issuance to determine whether all changes necessary to achieve full compliance have been made. Where compliance is not achieved or not achieved completely, The Company will suspend the Brand Partner Agreement in question, whereby all benefits of the distributorship, including commissions, will also be suspended. Full compliance will have to be achieved within an additional 3 days of Distributorship suspension or The Company will terminate the Distributorship in question, and all Distributor benefits, including commissions, will be forfeit. In addition, the Company reserves the right to refer deceptive advertising cases to the Federal Trade Commission, if deemed necessary to protect the interests of the Company or consumers at large.

**7. Non-Competition and Non-Solicitation Agreement.** A Brand Partner may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities (collectively, "Network Marketing"). **However, during the Term of this Agreement and for six (6) months thereafter, a Brand Partner may not participate in any Network Marketing that competes with Company; and during the Term of this Agreement and for one (1) year thereafter, a Brand Partner may not recruit any Brand Partner or Customer for any other Network Marketing business, unless that Brand Partner or Customer was personally sponsored by such Brand Partner.**

**8. Images / Recordings / Consents.** You agree to permit Company 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 Company for any lawful purpose, and without compensation.

**9. Modification of Terms.** With the exception of the Dispute Resolution Section in the Company Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in the Policies and Procedures.

**10. Governing Law.** The formation, construction, interpretation, and enforceability of your contract with Company as set forth in this Brand Partner Agreement shall be governed by the laws of the State of Wyoming, United States of America, without giving effect to any choice of law rule that would cause the application of laws of any jurisdiction other than the laws of the State of Wyoming, except that the Federal Arbitration Act shall govern the Dispute Resolution provision of this Agreement and in the Company Policies and Procedures, without giving effect to any state law to the contrary. If any provision contained herein is found by a court of competent jurisdiction or an arbitrator or arbitral panel to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision.

**Louisiana residents:** Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to this Brand Partner Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

**11. Dispute Resolution.** PLEASE READ CAREFULLY: THE DISPUTE RESOLUTION PROVISION IN THIS SECTION AND AS DESCRIBED IN THE POLICIES AND PROCEDURES (COLLECTIVELY THE “DISPUTE RESOLUTION AGREEMENT”) AS IT AFFECTS HOW CLAIMS YOU MAY HAVE AGAINST THE COMPANY, OR CLAIMS THE COMPANY MAY HAVE AGAINST YOU, WILL BE RESOLVED. BY SIGNING AND SUBMITTING THIS APPLICATION, YOU AGREE TO BE BOUND BY THIS DISPUTE RESOLUTION AGREEMENT.

You understand and agree that the Dispute Resolution Agreement operates as a separate and distinct agreement that is severable from the remainder of this Brand Partner Agreement and is enforceable regardless of the enforceability of any other provision of the Brand Partner Agreement or the Brand Partner Agreement as a whole. You further understand and agree that the unenforceability of the Brand Partner Agreement in whole or in part shall not support a finding that the Dispute Resolution Agreement in this Section is unenforceable. The Dispute Resolution Agreement is accepted by and binding on the Company without need for its signature. Consideration for the Dispute Resolution Agreement includes, without limitation, the parties’ mutual agreement to arbitrate claims and the Company’s agreement to consider the application of this Agreement. The Dispute Resolution Agreement exists and is binding regardless of whether at some future point this Agreement is cancelled or terminated.

ANY CONTROVERSY, CLAIM OR DISPUTE OF WHATEVER NATURE BETWEEN THE COMPANY, COMPANY AFFILIATES, OWNERS, MEMBERS, MANAGERS, AND EMPLOYEES (“RELATED PARTIES”), ON THE ONE HAND, AND YOU AND/OR THE BENEFICIAL OWNERS OF A BRAND PARTNER BUSINESS THAT IS A BUSINESS ENTITY, ON THE OTHERHAND, INCLUDING BUT NOT LIMITED TO THOSE ARISING UNDER OR RELATING TO THE BRAND PARTNER AGREEMENT OR RELATED TO THE SALE, PURCHASE OR USE OF COMPANY PRODUCTS OR SERVICES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) (“DISPUTE”) THAT CANNOT BE RESOLVED THROUGH NEGOTIATION OR MEDIATION AS SET FORTH IN THE COMPANY POLICIES AND PROCEDURES SHALL BE SETTLED EXCLUSIVELY BY CONFIDENTIAL, FINAL, BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR, OR, FOR DISPUTES IN EXCESS OF TWO MILLION DOLLARS (\$2 MILLION USD), A PANEL OF THREE ARBITRATORS, IN THE STATE OF WYOMING, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE THEN PREVAILING COMPREHENSIVE ARBITRATION RULES OF JAMS AND AS FURTHER DESCRIBED IN THE COMPANY POLICIES AND PROCEDURES. **Additionally, you agree not to initiate or participate in any class action**

**proceeding against Company, 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 or to participate in a jury trial.**

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

**13. Indemnification.** The Brand Partner agrees to indemnify, defend, and hold harmless Company (together with its Related Parties, agents, other Brand Partners, stockholders, members, employees, directors, officers, and attorneys, collectively “Indemnified Parties”) from and against any and all losses or liabilities (including attorneys’ fees) they may suffer or incur as a result of the Brand Partner’s breach or alleged breach of this Brand Partner Agreement, including, without limitation, any terms or conditions of the Company Policies and Procedures.

**14. Miscellaneous.** The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Company and supersede any prior agreements, understandings and obligations between you and Company concerning the subject matter of your contract with Company.

**15. Notice of Right to Cancel.** You may **CANCEL this application, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the date of this Application (FIVE (5) BUSINESS days for Alaska residents, FIFTEEN (15) DAYS for Montana residents and FIFTEEN (15) BUSINESS days for North Dakota residents aged 65 or older).**

**If you cancel, any payments made by you at the time you submitted this Application will be returned within TEN (10) BUSINESS DAYS following receipt by the Company of your cancellation notice.**

**16. Submission of Electronic W-9.** If you are an American citizen, you may request 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.

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