

## 1 Obligations and Representations

### I understand that as a Brand Partner of Partner.Co (as defined below):

- I must be of legal age in the jurisdiction in which I reside.
- I have the right to offer for sale Partner.Co products and services in accordance with these Terms and Conditions.
- I have the right to build a Partner.Co sales organization.
- I will train and motivate the Brand Partners in my downline marketing organization.
- I will comply with all federal, state, county, municipal laws, ordinances, rules, and regulations, and will 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.
- I will perform my obligations as a Brand Partner with honesty and integrity.
- I will use only the sales agreements and order forms which are provided by Partner.Co for the sale of goods and services, and I will follow all policies and procedures established by Partner.Co for the completion and processing of such agreements and orders.
- I agree that applicable state and local taxes must be imposed on purchases of Partner.Co products based on the regular price.

## 2 Presenting Partner.Co Products and Services

I agree to present the Partner.Co Compensation Plan and Partner.Co products and services as set forth in official Partner.Co literature.

## 3 Independent Contractor Status

I agree that as a Brand Partner, I am an independent contractor *(and not an employee, agent, partner, legal representative, or franchisee of Partner.Co)*. 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 Partner.Co. I understand that I shall control the manner and means by which I operate my Partner.Co business, subject to my compliance with these Terms and Conditions, the Partner.Co Policies and Procedures (the "Policy Manual") and any other Partner.Co policies and procedures which may be distributed from time to time. The most recent policies and procedures may be found on [www.Partner.Co](http://www.Partner.Co).

I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF PARTNER.CO FOR FEDERAL OR STATE TAX PURPOSES. Partner.Co 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 agreements between Partner.Co, all appropriate taxing jurisdictions, and all related rules and procedures.

## 4 Partner.Co Policies

I have carefully read and agree to comply with the Policy Manual and Compensation Plan which are both incorporated into and made a part of these Terms and Conditions by this reference. I understand that I must be in good standing and not in violation of any of the terms of this Agreement in order to be eligible to receive any bonuses or commissions from Partner.Co. I understand that these Terms and Conditions, the Compensation Plan, or the other policies and procedures outlined in the Policy Manual, including any amendments to the Policy Manual. At its sole discretion, Partner.Co may terminate my account for any reason upon prior written notice. If my Agreement is not renewed, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Brand Partner and I will not be eligible to receive commissions, bonuses, or other remuneration from the activities of my former downline sales organization. In the event of cancellation, termination, or nonrenewal, I agree to waive all rights I have, including but not limited to property rights, to my former downline organization, and to any remuneration derived through the sales and other activities of my former downline organization.

## 5 Term and Termination

The term of this Agreement, and each subsequent renewal, is one year. Either party may elect not to renew the Agreement upon each anniversary date. Partner.Co may terminate my account for violation of the terms of the Agreement or the policies and procedures outlined in the Policy Manual, including any amendments to the Policy Manual. At its sole discretion, Partner.Co may terminate my account for any reason upon prior written notice. If my Agreement is not renewed, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Brand Partner and I will not be eligible to receive commissions, bonuses, or other remuneration from the activities of my former downline sales organization. In the event of cancellation, termination, or nonrenewal, I agree to waive all rights I have, including but not limited to property rights, to my former downline organization, and to any remuneration derived through the sales and other activities of my former downline organization.

I understand that if I am actively participating in the Subscription program on the anniversary date of my Agreement, Partner.Co will automatically renew my Agreement for another year (unless Partner.Co elects to exercise its right not to renew or if I am in breach of the Agreement). I understand that if I am not on the Subscription program on the anniversary date of my Agreement, I will need to pay a renewal fee in order to renew this Agreement with Partner.Co for another year. I understand that Partner.Co will issue me written notice of my upcoming renewal at least 30 days before my anniversary date, and it will notify me of any renewal fee price increases at least 30 days prior to the increase.

## 6 Assignment

I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Partner.Co. Partner.Co may freely assign this Agreement at any time. Any attempt to transfer or assign this Agreement without the express written consent of Partner.Co renders this Agreement terminable at the option of Partner.Co and may result in termination of my business.

## 7 Breach of the Agreement

I understand that if I fail to comply with the terms of this Agreement, Partner.Co may, at its discretion, impose upon me disciplinary action as set forth in the Policy Manual. If I am in breach, default, or violation of this Agreement at such time, I will not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or services when payment is due or am indebted to Partner.Co for any reason, I authorize Partner.Co to withhold and retain the appropriate amounts from my bonus or commission checks or to charge my credit cards which I have placed on file with Partner.Co.

## 8 Limitation of Liability and Indemnification

Partner.Co, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), will not be liable for special, indirect, incidental, consequential, or exemplary damages. If Partner.Co is found to be in breach of this Agreement, the 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 Partner.Co and its affiliates from all liability arising from, or relating to my actions in the promotion or operation of my Partner.Co business and any activities related to it (for example, but not limited to, the presentation of Partner.Co products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

## 9 Entire Agreement

This Agreement and the Policy Manual, in their current form and as amended by Partner.Co at its discretion, together constitute the entire agreement between Partner.Co and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement or Policy Manual are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and the Policy Manual (in their current form or as subsequently modified), the Policy Manual will govern.

## 10 Waiver and Severability

Any waiver by Partner.Co of any breach of this Agreement must be in writing and signed by an authorized officer of Partner.Co. Waiver by Partner.Co of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach. If any provision of this 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.

## 11 Survival

Sections 8, 9, 10, 12, 13, and 16 of this Agreement, as well as the covenants against competition and solicitation and covenants to protect Partner.Co's trade secrets, confidential information, and other proprietary materials, as set forth more fully in the Policy Manual, will survive the termination of the Agreement.

## 12 Resolution of Conflicts

Resolution of Conflicts. All issues relating to arbitration shall be governed by the Federal Arbitration Act. Issues not related to arbitration will be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of laws, unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to the Agreement shall be settled through binding arbitration in Salt Lake City, Utah or such other location as Partner.Co prescribes. Applicant waives all rights to a jury and/or court trial. Arbitration proceedings and discovery will be governed by the Federal Rules of Civil Procedure (except that there shall be no right of appeal), and the Federal Rules of Evidence will apply. If a Brand Partner files a claim or counterclaim against Partner.Co he or she shall do so on an individual basis and not with any other Brand Manager or as part of a class action. The decision of the arbitrator will be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate will survive any termination or expiration of the Agreement to and notwithstanding this arbitration provision, nothing herein will prevent Partner.Co 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 Partner.Co'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.

## 13 Governing Law

The parties consent to exclusive jurisdiction and venue before any federal court in Salt Lake City, 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 jurisdiction in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that jurisdiction's law shall govern issues relating to jurisdiction and venue.

## 14 Use of Name and Image

I authorize Partner.Co 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 Counterparts

Faxed copies of this Agreement shall be deemed an original. To be valid, copies submitted to Partner.Co by fax must include the front and back of the document.

## 16 Data Protection

I give consent for Partner.Co to process the personal data contained in this application/agreement and to transfer this personal data, together with information about this Brand Partner account's future sales activities, to any of Partner.Co's worldwide subsidiaries and affiliated companies, and to other Brand Partners who are in the same sales organization or distribution chain, for the sole purpose of administering the sales and distribution of Partner.Co's International products and providing reports to its Brand Partners of sales activity in their sales organization. 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 Brand Partners, I agree that I will not use such data except in the administration and development of my sales organization, and that upon termination of this 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 this Agreement.

## Terms & Conditions and Notice of Right to Cancel

You may CANCEL this transaction, without any penalty or obligation, within **FIVE (5) BUSINESS DAYS** from the date you signed the Brand Partner Agreement. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN (10) BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the agreement. To cancel this transaction, mail or deliver a signed and dated notice of Cancellation to NewAge USA, Inc. ("Partner.Co"), 7158 S. FLSmith Dr. Suite 250 Midvale, Utah 84047 **NO LATER THAN MIDNIGHT** of the third business day following the date set forth above.

### I hereby cancel this transaction.

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Buyer's Signature (To be signed only if you desire to cancel this transaction)

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Date