VG Wellness LLC



25612 Barton Rd. #306 Loma Linda CA 92354 Office 909-748-5744 Fax 909-799-9551

Email: <u>info@vgwellness.com</u>

INDEPENDENT BUSINESS OWNER SIGNUP

Applicant Name:								
Street Address:								
City:		Sta	te:_	Zip Code:	Ph	none:		
SS#/Tax ID:				Email:				
User Name: www.vgwellness.com/my/								
Password:								
Sponsoring				_ or Sponsor Use	r Name:			
20 VG75 Graviola5 Moringa	Platinum IBO Reg: \$500.00 Setup Fee is waived, includes 20 Bottles of VG7 & 5 Graviola or Moringa As an IBO you can purchase products at wholesale to sell. If qualified you can earn bonuses & commissions & sponsor IBO'S. In addition to numerous benefits you will have access to your website/back-office with everything you need to manage your business, training, PowerPoint's, commission reports & many more features. The 1 st month's access is included with your registration.							
All VG7	Gold IBO Registration: \$250.00 Setup Fee is waived & includes 10 VG7 or 7VG7/5Graviola or 5 Moringa							
Combo Pack 7VG7 5 Graviola 7 VG7 5 Moringa	As an IBO you can purchase products at wholesale to sell. If qualified you can earn bonuses & commissions & sponsor IBO'S. In addition to numerous benefits you will have access to your website/back office with everything you need to manage your business, training, PowerPoint's, commission reports & many more features. The first month's access is included with your registration.							
	Silver IBO Registration: \$125.00 Includes \$75.00 Setup Fee & 3 Bottles of VG7 As an IBO you can purchase products at wholesale to sell. If qualified you can earn bonuses & commissions & sponsor IBO's. In addition to numerous benefits you will have access to your website, a full back office with everything you need to manage your business, company training, PowerPoint's, commission reports and many more features. The 1 st month's access to your website/back-office is included with your registration.							
	Independent Business Owner \$75.00 (IBO Setup only, no product) As an IBO you can purchase products at wholesale to sell. If qualified you can earn bonuses & commissions & sponsor IBO's. In addition to numerous benefits you will have access to your website, a full back office with everything you need to manage your business, company training, PowerPoint's, commission reports and many more features. The 1 st month's access to your website/back-office is included with your registration.							
			-	you are an independent contrac Vellness Leadership/Residual/U	-	-	le to sell for	
Please choose v				All Include Website)	Product O		Sign Up	
1 VG7 \$34.95		2 VG7, 1 Graviola \$74.8	5	1 Moringa \$24.95		<u> </u>	Extra Prod	
		2 VG7, 1 Moringa \$74.9 1 VG7, 2 Graviola \$64.8		2 Graviola \$39.90	Grav	viola \$14.95	Sub-Total	
·		1 VG7, 2 Moringa \$64.8		2 Moringa \$39.90 2 Graviola,2 Moringa 69.80	Mor	ringa \$14.95	Тах	
1 VG7, 1 Graviola \$4	49.90	1 VG7, 1 Grav,1 Mor \$64	1.85	Website Only \$10.00	VG7 \$24.95		Shipping	
1 VG7 , 1 Moringa \$49.90 1 Graviola \$24.95 I do not want Autoship							Total Due	
• To be paid commissions & bonuses you must be active. To be active you must subscribe to the Website/Back-Office & have 2 Customer Points. Gold \$27.96 Silver \$ 8.39								
Method of Payment	t:Che	eckCre	dit Car	d				
Type of Credit Card								
Name on Credit Card : Exp								
CCV#3 Digit Code	SignatureDateDateDate							
VG Wellness Application 02102014								

- Lunderstand that as a VG WELLNESS Independent Business Owner:
 - I have the right to offer for sale VG WELLNESS products and services in accordance with these Terms and Conditions.
 - I have the right to enroll persons in VG WELLNESS.
 - If qualified, I have the right to earn commissions pursuant to the VG WELLNESS Compensation Plan. c.
- I agree to present the VG WELLNESS Compensation Plan and VG WELLNESS products and services as set forth in official VG WELLNESS literature.
- I agree that as a VG WELLNESS Independent Business Owner I am an independent contractor, and not an employee, partner, legal representative, or franchisee of VG WELLNESS. 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 VG WELLNESS FOR FEDERAL OR STATE TAX PURPOSES. VG WELLNESS is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
- I have carefully read and agree to comply with the VG WELLNESS Policies and Procedures and the VG WELLNESS Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from VG WELLNESS. I understand that the VG WELLNESS Policies and Procedures and/or the VG WELLNESS Compensation Plan may be amended at the sole discretion of VG WELLNESS, and I agree to abide by all such amendments. Notification of amendments shall be posted on VG WELLNESS's website and shall become effective 30 days after publication. The continuation of my VG WELLNESS business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my VG WELLNESS business, or if it is canceled or terminated for any reason. I understand that I will permanently lose all rights as an Independent Business Owner, I shall not be eligible to sell VG WELLNESS products and services. nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former sales organization. In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former organization. VG WELLNESS reserves the right to terminate all Independent Business Owner Agreements upon 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. Independent Business Owner may cancel this Agreement at any time, and for any reason, upon written notice to VG WELLNESS at its principal business address.
- I may not assign any rights under the Agreement without the prior written consent of VG WELLNESS. Any attempt to transfer or assign the Agreement without the express written consent of VG WELLNESS renders the Agreement voidable at the option of VG WELLNESS and may result in termination of my business.
- I understand that if I fail to comply with the terms of the Agreement, VG WELLNESS may, at its discretion, impose disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination. I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that VG WELLNESS may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to VG WELLNESS.
- VG WELLNESS, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release VG WELLNESS and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release VG WELLNESS and its affiliates from all liability arising from or relating to the promotion or operation of my VG WELLNESS business and any activities related to it (e.g., the presentation of VG WELLNESS products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify VG WELLNESS for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
- The Agreement, in its current form and as amended by VG WELLNESS at its discretion, constitutes the entire contract between VG WELLNESS and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- Any waiver by VG WELLNESS of any breach of the Agreement must be in writing and signed by an authorized officer of VG WELLNESS. Waiver by VG WELLNESS of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
- If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.
- This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. In the event of a dispute between an Independent Business Owner and VG WELLNESS arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. VG WELLNESS shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Independent Business Owner. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. Notwithstanding the foregoing, VG WELLNESS shall be entitled to bring an action before the State or Federal Courts in San Bernardino County, California, seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights.
- The parties consent to jurisdiction and venue before any federal or state court in San Bernardino County, State of California, for purposes of enforcing an award by an arbitrator, an action by VG WELLNESS for equitable relief, or any other matter not subject to arbitration.
- Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
- Montana Residents: A Montana resident may cancel his or her Independent Business Owner Agreement within 15 days from the date of enrollment, and may return his or her Marketing Executive Kit for a full refund within such time period provided that the IBO has not utilized the Product Sales Training Course or Downloadable materials included in the

	kit.	at the 150 has not atmized the Froduct Sales Training Co	raise of Bowinoadable materials meladed in the
16.	If a Independent Business Owner wishes to bring an action against VG WELL one year from the date of the alleged conduct giving rise to the cause of act bar all claims against VG WELLNESS for such act or omission. Independent I	on, or the shortest time permissible under state law. Fa	ailure to bring such action within such time shall
17.	, , , , , , , , , , , , , , , , , , , ,	or likeness in advertising or promotional materials and v	vaive all claims for remuneration for such use
	F RIGHT CANCEI		
Date of Tra	ansaction:		
as good co shipment Cancellation fail to do s cannot be accessed t	ncellation notice, and any security interest arising out of the transaction will ondition as when received, any tangible goods delivered to you under this colof the goods at the seller's expense and risk. If you do make the goods availed, you may retain or dispose of the goods without any further obligation. If so, then you remain liable for performance of all obligations under the contraissued once the IBO has downloaded the materials from their back office we these products, kit is no longer resalable. To cancel this transaction, mail or of the VG WELLNESS,	ntract or sale, or you may, if you wish, comply with the ible to the seller and the seller does not pick them up a you fail to make the goods available to the seller, or if ct. Due to the electronic nature of the products conta bsite OR after the IBO has taken the VG WELLNESS Pro leliver a signed and dated copy of this Cancellation No	e instructions of the seller regarding the return within 20 days of the date of your Notice of you agree to return the goods to the seller and ined in the Marketing Executive Kit, refunds oduct Sales Training Course. Once the IBO has tice or any other written notice, or send a
HEREBY (CANCEL THIS TRANSACTION.		
Buyer's Sig	gnature	Date	·