



## **BLACKOXYGEN ORGANICS INDEPENDENT DISTRIBUTOR AGREEMENT**

**1. Authorization and Contract.** By executing this **BLACK OXYGEN ORGANICS** Distributor Agreement hereinafter “Agreement”, you apply for legal authorization to become a **BLACKOXYGEN ORGANICS** Independent distributor and enter into contract with **BLACKOXYGEN ORGANICS, LLC**, hereinafter “BOO” You acknowledge that prior to signing you have received, read and understood the **BLACKOXYGEN ORGANICS** Income Disclosure Statement, that you have read and understood the **BLACKOXYGEN ORGANICS** Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on the corporate web site [WWW.BLACKOXYGENORGANICS.COM](http://WWW.BLACKOXYGENORGANICS.COM) and that you have read and agree to all terms set forth in this Agreement. **BLACKOXYGEN ORGANICS** reserves the right to reject any application for any reason within three (3) days of receipt.

**2. Expiration, Renewal, and Termination.** The term of this Agreement is one (1) year (subject to prior cancellation or disqualification pursuant to the Policies and Procedures). If you fail to renew your **BLACKOXYGEN ORGANICS** business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Independent Distributor, lose the ability to sell **BLACKOXYGEN ORGANICS** products and services, lose the eligibility 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.

**BLACKOXYGEN ORGANICS** reserves the right to terminate all Independent Distributor Agreements upon Three (3) days’ notice if the Company elects to: (1) cease the operation of its business; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services through direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to **BLACKOXYGEN ORGANICS** at its principal business address. **BLACKOXYGEN ORGANICS** may cancel this Agreement for any reason upon seven (7) days advance written notice to Distributor. If the Distributor breaches any of its provisions, **BLACKOXYGEN ORGANICS** may also take actions short of termination of this Agreement.

**3. Independent Distributor Status.** You agree this authorization does not make you an employee, agent, or legal representative of **BLACKOXYGEN ORGANICS** or your Sponsoring Distributor. As a self-employed independent contractor, you will operate your own independent business, buying and selling products available through **BLACKOXYGEN ORGANICS** 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 an income statement document (IRS 1099-MISC form for American citizen only) reflecting the amount of income paid to you during the calendar year. By accepting these conditions, you agree to receive this document electronically. It will be your sole responsibility to account for such income on your individual income tax returns.

**4. Refunds and Product Returns.** You agree that if you resell product directly to a customer, you will adhere to **BLACKOXYGEN ORGANICS**'s 100% satisfaction guarantee policy and shall provide customer a refund of all monies paid if the customer returns the product to you within fourteen (14) days of the sales transaction. If you are not 100% satisfied with our products, you may return the items for a refund if (i) neither you nor we have terminated the Agreement; (ii) the products were purchased within two (2) months; and (iii) and remain in resalable condition (as defined in the Policies and Procedures). The refund shall be 50% of the purchase price. Shipping and handling charges incurred will not be refunded.

**5. Presenting the Plan.** You agree when presenting the **BLACKOXYGEN ORGANICS** Compensation Plan to present it in its entirety as outlined in official **BLACKOXYGEN ORGANICS** 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 **BLACKOXYGEN ORGANICS**.

**6. Selling Product.** You agree to make no representations or claims about any products beyond those shown on product labels and/or in official **BLACKOXYGEN ORGANICS** literature. You further agree to sell products available through **BLACKOXYGEN ORGANICS** only in authorized territories.

**Product claims (which include personal testimonials) as to therapeutic, curative or beneficial properties may not be made except those contained in official BLACKOXYGEN ORGANICS literature. No Distributor may make any claim that BLACKOXYGEN ORGANICS products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases, as such statements can be perceived as medical or drug claims and likely violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.**

**7. BLACKOXYGEN ORGANICS'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 **BOO**, 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 **BLACKOXYGEN ORGANICS** business including, without limitation, Distributor lists, sponsorship trees, and all **BLACKOXYGEN ORGANICS** Distributor information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of **BLACKOXYGEN ORGANICS**, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract



with **BLACKOXYGEN ORGANICS**, **BLACKOXYGEN ORGANICS** 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 Distributor sales, earnings and other financial reports to facilitate your business.

**8. Non-Competition Agreement.** In accordance with the Policies and Procedures, you agree that during the period while you are a Distributor, and for six (6) months following resignation, non-renewal, or termination of your business, you will not compete with **BLACKOXYGEN ORGANICS**. This covenant shall survive the expiration or termination of your authorization and contract with **BLACKOXYGEN ORGANICS**.

**9. Non-Solicitation Agreement.** In accordance with the Policies and Procedures, you agree that during the period while you are a Distributor, 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 **BLACKOXYGEN ORGANICS** Distributor to compete with the business of **BLACKOXYGEN ORGANICS**.

**10. Images / Recordings / Consents.** You agree to permit **BLACKOXYGEN ORGANICS** 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 **BLACKOXYGEN ORGANICS** for any lawful purpose, and without compensation.

**11. 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 the Policies and Procedures.

**12. Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of your contract with **BLACKOXYGEN ORGANICS** as set forth in this Distributor Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the Province of Ontario without regard to conflict of law provisions.

**13. Dispute Resolution.** All disputes and claims relating to **BLACKOXYGEN ORGANICS**, its products and services, the rights and obligations of a **BLACKOXYGEN ORGANICS** Distributor, or any other claims or causes of action relating to the performance of either a Distributor or **BLACKOXYGEN ORGANICS** under the Agreement or the **BLACKOXYGEN ORGANICS** Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Toronto, Canada or such other location as **BLACKOXYGEN ORGANICS** prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the Canadian Arbitration. Americans are entitled to "discovery rights" granted under the United States' Federal Rules of Civil Procedure.



**Additionally, you agree not to initiate or participate in any class action proceeding against BLACKOXYGEN ORGANICS, 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 **BLACKOXYGEN ORGANICS** 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.

**14. Time Limitation.** If a Distributor wishes to bring an action against **BLACKOXYGEN ORGANICS** 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. Distributor waives all claims that any other statutes of limitations apply.

**15. 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 **BLACKOXYGEN ORGANICS** and supersedes any prior agreements, understandings and obligations between you and **BLACKOXYGEN ORGANICS** concerning the subject matter of your contract with **BLACK OXYGEN ORGANICS**.

**16. Notice of Right to Cancel.** You may request a refund on your technological fees if it's done within three (3) business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within seven (7) business days following receipt by the seller of your cancellation notice. To cancel this transaction, mail or deliver written notice, to address reflected on the corporate website, not later than midnight of the seventh (7) business day following the date of this Agreement.

**17. 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.