



# Independent Contractor Affiliate Agreement

## 1. Authorization and Agreement.

By executing the Independent Contractor Affiliate Agreement (hereinafter “Affiliate Agreement” or “Agreement”), you apply for legal authorization to become a Vida Divina Independent Contractor Affiliate (hereinafter “Affiliate” or “you”) and enter into an agreement with Vida Divina Worldwide Inc., hereinafter “Vida Divina.” You acknowledge that prior to signing and/or electronic signing this Agreement, you have: (1) received, read, and understood the Vida Divina Income Disclosure Statement; (2) you have read and understood the Vida Divina Policies and Procedures and the Affiliate Code of Honor and Ethics, all which are incorporated into this Agreement and made part of it as restated in full, as posted on VidaDivina.com; and (3) you have read and agree to all terms set forth in this Agreement. Vida Divina reserves the right to reject any application for any reason within thirty (30) days of receipt.

## 2. Expiration, Renewal, and Termination.

The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). If your Vida Divina business is Inactive for twelve months, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Affiliate. You shall not be eligible to sell Vida Divina products and services nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or become Inactive for twelve months, 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. Vida Divina reserves the right to terminate all Affiliate 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 and/or services via direct selling channels. Affiliate may cancel this Agreement at any time, and for any reason, upon written notice to Vida Divina at its principal business address. Vida Divina may cancel this Agreement for any reason upon written notice to Affiliate. Vida Divina may also take actions short of termination of the Agreement, if an Affiliate breaches any of its provisions.

### **3. Independent Contractor Status.**

You agree that this Agreement does not make you an employee, agent, or legal representative of Vida Divina or your Sponsoring Affiliate. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through Vida Divina 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. Your compensation will be based on your sales, and not on the numbers of hours you work. You will receive IRS Form 1099-NEC reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-NEC form via electronically or by mail. As an Affiliate, you will not be treated as an employee for federal or state tax purposes. It will be your sole responsibility to account for such income on your individual federal and state income tax returns.

### **4. Refunds and Product Returns.**

You agree that if you resell a product directly to a customer, you will adhere to Vida Divina's 100% satisfaction guarantee policy and shall provide the customer a full refund of all monies paid if the customer returns the product unopened to you within thirty (30) days of the sales transaction. If you fail to refund money to a customer or fail to deliver a customer's order you are subject to an automatic suspension and/or account termination. If you as an Affiliate 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 twelve months; and (iii) the products remain in resalable condition (as defined in the Policies and Procedures). The refund shall be 90% of the purchase price. Shipping and handling charges incurred will not be refunded.

## 5. Presenting the Plan.

You agree when presenting the Vida Divina Rewards Plan to present it in its entirety as outlined in official Vida Divina 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 Vida Divina. You agree to instruct all prospective Affiliates to review the Vida Divina Income Disclosure Statement prior to the execution of the Affiliate Agreement.

## 6. Selling Product.

You agree to make no representations or claims about any products beyond those shown on product labels, official Vida Divina literature and/or the Vida Divina corporate website. ***No Affiliate may make any claim that Vida Divina products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases.*** Such statements can be perceived as medical or drug claims. Not only do such claims violate Vida Divina policies, but they potentially violate federal and state laws and regulations. You further agree to sell products available through Vida Divina only in Countries Vida Divina has shipping capabilities to as listed on the Vida Divina website.

## 7. Vida Divina'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 Vida Divina, 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 Vida Divina business including, without limitation, Affiliate lists, sponsorship trees, and all an Affiliate information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Vida Divina, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your Agreement with Vida Divina, Vida Divina 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 Affiliate sales, earnings and other financial reports to facilitate your Vida Divina business.

## **8. Non- Solicitation Agreement.**

In accordance with the Policies and Procedures, you agree that during the period while you are an Affiliate, and for one (1) calendar year following resignation, Inactive account termination status, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other an Affiliate to compete with the business of Vida Divina.

## **9. Images / Recordings / Consents.**

You agree to permit Vida Divina 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 Vida Divina for any lawful purpose and without compensation.

## **10. Written Mutual Consent.**

With the exception of the dispute resolution section in Policies and Procedures, which can only be modified by way of mutual written consent, the terms of this Agreement may be modified as specified in the Policies and Procedures.

## **11. Jurisdiction and Governing Law.**

The formation, construction, interpretation, and enforceability of your agreement with Vida Divina as set forth in this Affiliate Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of California without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Vida Divina Worldwide with jurisdiction and venue as provided by Louisiana law.

## **12. Dispute Resolution.**

All disputes and claims relating to Vida Divina, its products and services, the rights and obligations of an Affiliate and Vida Divina, or any other claims or causes of action relating to the performance of either an Affiliate or Vida Divina under the Agreement or the Vida Divina Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Ontario, California, or such other location as Vida Divina prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. Additionally, you agree not to initiate or participate in any class action proceeding against Vida Divina Worldwide Inc., 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 Vida Divina 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.

## **13. Statute of Limitation**

If an Affiliate wishes to bring an action against Vida Divina for any act or omission relating to or arising from the Agreement, such action must be brought within one month from the date of the alleged conduct giving rise to the cause of action. Affiliate waives all claims that any other statutes of limitations apply.

#### **14. Misceláneos.**

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 Vida Divina and supersedes any prior agreements, understandings and obligations between you and Vida Divina concerning the subject matter of your agreement with Vida Divina.

#### **15. Notice of Right to Cancel**

You may request a refund on your initial product purchase if it's done within seven (7) business days from the date of enrollment. If you cancel, your initial product purchase will be refunded within TEN (10) BUSINESS DAYS following receipt by the Production Distribution Center that the purchase was returned and received unopened and in resalable condition. To cancel this transaction, mail or deliver written notice, to Vida Divina Worldwide Inc., 1859 Excise Ave., Ontario, California, 91761, not later than midnight of the seventh business day following the date of this Agreement.

#### **16. Submission of Electronic W-9**

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.

I, as an Independent Contractor Affiliate, agree that I am an independent contractor and not an agent, joint-venturer, employee, distributor, partner, or franchisee of Vida Divina. As an Independent Contractor Vida Divina Affiliate, I may not represent myself as an agent, joint-venturer, employee, distributor, partner, or franchisee of Vida Divina. The Agreement does not create an employee/employer relationship, agency, partnership, or joint venture between Vida Divina and the Vida Divina Affiliate. I shall not be treated as an employee of Vida Divina for any purpose, including but not limited to for federal, state, or local tax purposes, the Social Security Act, and federal or state unemployment and/or workers compensation. As an independent contractor, I will not be treated as a Vida Divina employee, and I am solely responsible for all federal, state, or local taxes.

**INDEPENDENT CONTRACTOR  
AFFILIATE:**

**VIDA DIVINA WORLDWIDE INC.:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

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Date

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Signature

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Signature