

## INDEPENDENT BUSINESS OWNER AGREEMENT

This Independent Business Owner Agreement (the "Agreement") is made and entered between \_\_\_\_\_, an independent business owner hereafter referred to as "IBO", and A<sub>2</sub>O Water Company, Inc., hereafter referred to as "Company", on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_". In consideration of the covenants and conditions hereinafter set forth, Company and IBO agree as follows:

### 1. GENERAL RESPONSIBILITIES

During the period of this Agreement IBO shall: (a) Act as an independent business owner authorized to sell Company's Ionized Alkaline Water Systems (the "Products") and not represent him/herself as an agent, employee, partner, or joint venture of the Company; (b) Work diligently, responsibly, ethically and honestly to promote and sell the Products; (c) Sell the Products at or above the suggested retail price or current Company promotional price, and any deviations in pricing shall subject to Company review and approval on a case-by-case basis; (d) Make no false or misleading claims about the Products and take sole responsibility for offering buyers any guarantees or warranties beyond those warranted by the manufacturer or Company; (e) Maintain open communication with the Company including but not limited to any sales, marketing, customer services, technical, and warranty related issues; (f) Retain sole and absolute discretion in the manner and means of carrying out the activities and responsibilities under this Agreement and the Company shall not be liable for any obligations incurred by the IBO.

### 2. TERM

This Agreement shall commence on the date hereof and shall continue to remain in effect until either party gives a 30-day written notice to the other party. The Company may terminate this Agreement at anytime without prior notice if IBO fails to abide by any of the terms of this Agreement. Termination of this Agreement or termination of services shall not affect the provisions under Sections 4 and thereafter, which shall survive any termination.

### 3. COMPENSATION

IBO will be paid according to the Company commission schedule as indicated in the IBO Program Information sheet. IBO shall keep a clear and accurate record of all sales transactions and submit to the Company upon request. Commission checks are issued on the 5<sup>th</sup> day of the month sent via USPS to the address provided by IBO.

### 4. CONFIDENTIALITY

IBO recognizes and acknowledges that the Company possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the Company relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character. IBO agrees that all of the confidential information is and shall continue to be the exclusive property of the Company, whether or not prepared in whole or in part by IBO and whether or not disclosed to or entrusted to IBO's custody. IBO agrees that IBO shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the Company. ***This section shall survive the termination of this Agreement.***

### 5. INDEMNIFICATION

IBO agrees to indemnify, defend, and hold the Company and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by IBO.

6. RELATIONSHIP OF PARTIES

IBO is an independent entity of the Company. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the Company' sole discretion to terminate this Agreement at any time without cause. IBO further agrees to be responsible for all of IBO's federal and state taxes, withholding, social security, insurance, and other benefits. Upon request by the Company, IBO shall provide the Company with satisfactory proof of IBO status.

7. OTHER ACTIVITIES

IBO is free to engage in other independent contracting activities, provided that IBO does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof. IBO agrees not to induce or attempt to influence, directly or indirectly, any employee at the Company to terminate his/her employment and work for IBO or any other person.

8. MISCELLANEOUS

(a) Governing Law & Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.

(b) Entire Agreement & Amendment. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof. This Agreement may be amended only by a writing signed by IBO and by a duly authorized representative of the Company.

(c) Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY

IBO

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address