

NVISIONU, INC

Visionary Builder Agreement



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1: Authorization and Contract

By executing the Visionary Builder Agreement ("Agreement"), you apply for legal authorization to become a NvisionU Independent Visionary Builder and enter into contract with NvisionU, Inc., hereinafter "NvisionU." You acknowledge that prior to signing and/or electronic signing you have received, read and understood the NvisionU Policies and Procedures, Terms and Conditions, which are incorporated into this Agreement and made part of it as if restated in full,

as posted on NvisionU.com, and that you have read and agree to all terms set forth in this Agreement. NvisionU reserves the right to reject any application for any reason within thirty (30) days of receipt.

2: Expiration, Renewal, Termination

The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). If your NvisionU business is Inactive for six months it will remain in an inactive state, if the account remains inactive for 24 months the system will automatically purge the account from the system. If it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Visionary Builder. You shall not be eligible to sell NvisionU 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 six 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. NvisionU reserves the right to terminate all Visionary Builder 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. Visionary Builder may cancel this Agreement at any time, and for any reason, upon written notice to NvisionU at its principal business address. NvisionU may cancel this Agreement for any reason upon written notice to Visionary Builder. NvisionU may also take actions short of termination of the Agreement, if a Visionary Builder breaches any of its provisions.

3. Independent Contractor Status

You agree this authorization does not make you an employee, agent, or legal representative of NvisionU or your Sponsoring Visionary Builder. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through NvisionU 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 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. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Refunds and Product Returns

If you as a Visionary Builder 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 NvisionU Opportunity to present it in its entirety as outlined in official NvisionU 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 NvisionU. You agree to instruct all prospective Visionary Builders to review the NvisionU prior to the execution of the Visionary Builder Agreement.

6: Selling Product Requirements

You agree to make no representations or claims about any products beyond those shown on product labels, official NvisionU literature and/or the NvisionU corporate website. **No Visionary Builder may make any claim that NvisionU 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 NvisionU policies, but they potentially violate federal and state laws and regulations. You further agree to NOT sell products at this time as the product is 'Not For Resale'. Please refer to the Policies and Procedures for more detail.

7. Proprietary Information & Trade Secrets

You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by NvisionU, 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 NvisionU business including, without limitation, Visionary Builder lists, sponsorship trees, and all an Visionary Builder information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of NvisionU, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with NvisionU, NvisionU 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, business reports, manufacturing and product developments, and Visionary Builder sales, earnings and other financial reports to facilitate your NvisionU business.

8. Non-Solicitation Agreement

In accordance with the Policies and Procedures, you agree that during the period while you are a Visionary Builder, 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 Visionary Builder to compete with the business of NvisionU.

10. Images / Recordings / Consents

You agree to permit NvisionU 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 NvisionU for any lawful purpose, and without compensation.

You agree not to use NVISIONU's name or copyrighted materials with automatic calling devices or "boiler room" operations to solicit potential Visionary Builders, or Customers. In addition, any email messages distributed to solicit for your business must conform to applicable United States anti-spam legislation and contain appropriate opt-out provisions for the recipient. Failure to opt respondents out of your email may subject you to the disciplinary action outlined in Section 13.3 of the Policies and Procedures. You agree to not opt out for another Visionary Builder, or Customer in your organization.

You agree that you will not engage in telemarketing to promote NVISIONU products or the NVISIONU opportunity or to solicit potential Visionary Builders, or Customers. For purposes of this Section, telemarketing refers to placing of one or more outbound telephone calls to an individual without that individual's express prior permission or invitation to call. If you violate this policy, you agree that you will indemnify NVISIONU and NVISIONU's directors, officers, Visionary Builders, shareholders, managers, employees, and agents and you agree to hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorneys' fees, court costs, or lost business incurred by NVISIONU as a result of your telemarketing activities should you conduct this action anyway.

You agree that you will not offer or falsely advertise employment on any sites (e.g., Indeed, etc.)

10: 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.

11. Jurisdiction and Governing Law

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

12. Dispute Resolution

All disputes and claims relating to NvisionU, its products and services, the rights and obligations of an Visionary Builder and NvisionU, or any other claims or causes of action relating to the performance of either an Visionary Builder or NvisionU under the Agreement or the NvisionU Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in the state of Delaware, or such other location as NvisionU 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 NvisionU, 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 NvisionU 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. Time Limitation

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

14. 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 NvisionU and supersedes any prior agreements, understandings and obligations between you and NvisionU concerning the subject matter of your contract with NvisionU.

15. Notice of Right to Cancel

You may request a refund on your digital package if it's done within three (3) business days from the date of enrollment. If you cancel, your initial purchase will be refunded within TEN (10) BUSINESS DAYS following the refund request.

RETURN & REFUND POLICY – ON DIGITAL PRODUCTS			
Product Return Timeframe	Refund of Purchase Price	Refund of Shipping and Handling Fees	Customer responsible for return shipment cost
Order returned within 3 days after delivery date	FULL	N/A	N/A
Order returned after 3 days after initial delivery date	NO	N/A	N/A

***Please refer the NVU Shipping Returns and Cancellation Policy for full disclosure on timelines and process.**

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.