



Written and Uploaded 5/31/19

Holistic Health Science Visionary Agreement & Compensation Plan

This Visionary Agreement ("Agreement") is entered into as of 5/31/2019, by and between Holistic Health Science LLC (the "Company" or "HHS"), located at 3990 Old Town Ave., Suite C107, San Diego, CA 92110, and the "Visionary" or "Distributor" or "Affiliate" who has electronically consented to the terms of this Visionary Agreement and Compensation Plan.

1. UNDERLYING FACTS/RECITALS

1.1 Company is a technology development, sales and training company which manufactures or develops advanced sound technology and related products (collectively, "HHS Products"). HHS Products include, but are not limited to, Vibroacoustic Sound Lounge Systems (VASL Systems).

1.2 To assist in the sale of HHS Products, Company has developed an online training program and provides related documentation and support. Company requires potential distributors to enroll in its training and support program and pay an enrollment fee.

1.3 Visionary desires to become an approved distributor of HHS Products and to sell and distribute HHS Products on the terms and conditions set forth below.

2. APPROVED/AUTHORIZED DISTRIBUTOR. In order to sell and distribute HHS Products, Visionary must become an approved/authorized distributor of Company in accordance with Company's then current approval and enrollment process.

3. DESCRIPTION OF SERVICES. During the term of this Agreement, Visionary agrees to provide the following services: sales and distribution of HHS Products (collectively, the "Services"). Visionary will provide Services under this Agreement in accordance with such Terms and Conditions and Policies and Procedures, as may be adopted or amended from time to time by Company (referred to as "Terms and Conditions" and "Policies and Procedures").



4. PAYMENT FOR SERVICES.

4.1 Visionary will have access to HHS Products through a Company provided website interface. Visionary will either purchase HHS Products at wholesale with a discount coupon provided by HHS or will direct Visionary's customers to Visionary HHS main website through their referral link. Visionary will be compensated for its direct sales based on the difference between wholesale and retail pricing. If qualified and approved to do so, Visionary may purchase HHS Products from a specific wholesale price list and resell to end consumers for retail, or purchase HHS Products from authorized distribution centers pre-approved by Company.

4.2 In addition to compensation for Visionary's direct sales, Visionary is also eligible to be paid an override based on the production of other authorized distributors recruited by Visionary and part of Visionary's team, as set forth in Company's then current Compensation Plan attached as **Schedule 4.2**, which may be amended from time to time by Company.

4.3 No other fees and/or expenses will be paid to Visionary, unless such fees and/or expenses have been approved in advance by an authorized Company executive in writing.

5. RESALE OF PRODUCT. Visionary may only market and resell HHS Products through the HHS retail website or authorized distribution centers pre-approved by Company. Visionary cannot resell HHS Products through any other online outlets or retailers without the express written approval of an authorized Company executive. Resale of HHS Products to unauthorized distribution centers is prohibited.

6. MARKETING.

6.1 All marketing materials for HHS Products must be approved by HHS.

6.2 Company retains the ability to correct strike or rewrite any marketing messaging relating to HHS Products that Visionary posts through social media, an independent and approved Visionary website or in print materials. Visionary is advised to use our retail website for the sole purpose of marketing HHS Products and Services under this Agreement.



7. TERM/TERMINATION.

7.1 The initial term of this Agreement will be for one (1) year, commencing on the date that Visionary becomes an approved distributor for Company, and will end at midnight one (1) year thereafter, subject to automatic renewal for successive one (1) year periods, unless otherwise terminated in accordance with sections 7.2, 7.3, or 7.4 below.

7.2 Either party may elect not to renew this Agreement by providing the other party with written notice of such election at least thirty (30) days' prior to expiration of the then current term.

7.3 Company or Visionary each have the right to terminate this Agreement upon not less than thirty (30) days' prior written notice to the other party of such party's breach of this Agreement (which includes the Terms and Conditions, Policies and Procedures and Compensation Plan), which notice shall specify the nature of the breach. If the party breaching doesn't cure the breach within such 30-day period, this Agreement will terminate.

7.4 In addition, Visionary's failure to renew and pay Company's then current annual administrative fee will automatically terminate this Agreement.

8. INDEPENDENT CONTRACTOR STATUS. It is understood by the parties that Visionary is an independent contractor with respect to Company, and not an employee of Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, paid sick leave or any other employee benefit, for the benefit of the Visionary. Visionary is an independent contractor to HHS and responsible for all expenses related to Visionary's business which includes, but is not limited to, any and all taxes, insurances, business expenses, etc. Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state, or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Visionary's behalf. Visionary has no authority to bind Company to any obligation. Visionary sets Visionary's own hours and determines how to conduct business and provide Services, subject to Company's Terms and Conditions and Policies and Procedures. Visionary will be responsible for, and will indemnify, defend and hold Company harmless from and against, all such taxes or contributions, including penalties and interest.



Any persons employed or engaged by Visionary in connection with the performance of the Services will be Visionary's employees or contractors, and Visionary will be fully responsible for them and fully indemnify, defend and hold harmless Company from and against any claims made by or on behalf of any such employee or contractor.

9. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Visionary acknowledges and agrees that any social media contacts, including "followers" or "friends," that are acquired through Company accounts (including, but not limited to, email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of Company belong to and are the property of Company.

10. CONFIDENTIAL INFORMATION.

10.1 Visionary acknowledges and agrees that Visionary will be provided access to and become acquainted with certain Confidential Information (defined below) which (a) is used by Company in its business; (b) gives Company certain advantages over its competitors; and (c) has been and will continue to be acquired and developed by Company at its expense. For purposes of this Agreement, Confidential Information is to be broadly defined and (i) means and consists of all Company information, oral or written, that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (ii) includes, without limitation, trade secrets (as defined under California Civil Code section 3426.1), and information which constitutes, relates or refers to the operation of the business of Company, including, without limitation, all genealogical and downline reports, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of Company, and any and all, IVV lists, vendor, manufacturer and supplier lists and information, commissions or sales reports, customer lists, customer information developed by or on behalf of Company (such as credit data, customer and IVV profiles and HHS product purchase information), or pricing information of Company.

10.2 Visionary will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Visionary, or divulge, disclose, or communicate in any manner any Confidential Information except for the benefit of Company or as otherwise required to



provide Services under this Agreement. This includes, disclosing or using any Confidential Information in any business that competes directly with Company, i.e., the sale or distribution of vibroacoustic sound equipment and/or accessories related to Vibroacoustic sound equipment. Visionary will protect such information and treat the Confidential Information as strictly confidential.

10.3 Visionary's obligations under this section 10 will continue to be effective after the termination of this Agreement. Upon termination of this Agreement or upon Company's request, Visionary will return to Company all Confidential Information, whether physical or electronic, and any other items that were used, created, or controlled by Visionary relating to the Services provided under this Agreement.

11. INSURANCE. During the term of this Agreement, Visionary will maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to Company, with policy limits sufficient to protect and indemnify Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, and controlling persons, and successors and assigns, from any losses resulting from your conduct, acts, or omissions or those of your agents, servants, or employees. Company will be listed as an additional insured under such policy, and Visionary will forward a certificate of insurance verifying such insurance which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30 day notification period and that Company will be immediately notified in writing of any such notice of termination. Visionary acknowledges the Visionary's obligation to obtain appropriate insurance coverage for the benefit of Visionary (and Visionary's employees, if any). Visionary waives any rights to recovery from Company for any injuries that the Visionary (and/or Visionary's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Visionary or Visionary's employees. Visionary will provide Company with a certificate naming Company as an additional insured party.

12. NO CONFLICTS. Visionary hereby represents and warrants to Company that Visionary's execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity.



13. INDEMNIFICATION. Visionary agrees to fully indemnify, defend and hold Company harmless from and against all claims, losses, causes of action, damages, expenses, fees (including attorneys' fees), costs, and judgments that may be asserted against Company arising out of or in connection with (a) the acts or omissions of Visionary, Visionary's employees, if any, and Visionary's agents; and (b) Visionary's breach of Visionary's obligations under this Agreement (including any documents referenced in this Agreement).

14. ENTIRE AGREEMENT. This Agreement, together with any related documents, schedules or exhibits referenced in this Agreement, constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein will be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

15. WAIVER OF BREACH. The waiver by Company of a breach of any provision of this Agreement by Visionary will not operate or be construed as a waiver of any subsequent breach by Visionary.

16. SEVERABILITY. Each provision of this Agreement (including any documents referenced in this Agreement) is independent, separate and divisible, and in the event any provision of this Agreement (including any documents referenced in this Agreement) is found by the final order of an arbitrator or a court of competent jurisdiction to be invalid, unenforceable or in contravention of any applicable federal or state law or regulation, such provision shall be deemed not to be a part of this Agreement and will not affect the validity or enforceability of the remaining provisions. Nothing contained in this Agreement (including any documents referenced in this Agreement) will be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provision of this Agreement (including any documents referenced in this Agreement) and any present or future law or regulation, such provision will be limited to the extent necessary to make it comply with such law or regulation.

17. APPLICABLE LAW AND VENUE. The validity, interpretation and performance of this Agreement (including any documents referenced in this Agreement) will be controlled by and construed under California law, irrespective of its choice of law principles. All



proceedings to enforce or interpret this Agreement (including any documents referenced in this Agreement) will be commenced and maintained only in the San Diego Judicial District, San Diego County, California.

18. DOCUMENTATION REQUIREMENTS. Upon execution of this Agreement, Visionary agrees to deliver to Company a fully executed W9 tax document. Failure to deliver a W9 prior to Visionary's first order may cause this Agreement to become null and void or delay delivery of such first order, at the discretion of Company.

19. SURVIVORSHIP. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein will survive the termination or expiration of this Agreement.

20. NOTICE. All notices, consents, waivers, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given to a party: (a) when delivered to the appropriate address by hand; (b) on the first business day after being sent by a nationally recognized overnight courier service (costs prepaid); (c) when sent by facsimile with telephonic confirmation or electronic mail with confirmation of transmission by the transmitting equipment; or (d) three (3) business days after deposit if sent by certified mail, postage prepaid, return receipt requested, whether received or rejected by the addressee, in each case to the addresses, facsimile numbers, or electronic mail addresses, and marked to the attention of the person (by name or title) designated on the signature page of this Agreement (or to such other address, facsimile number, electronic mail address, or person as a party may designate by notice to the other parties). Any party may change such party's address for purposes of this Agreement by notice given in accordance with this paragraph.

21. COUNTERPARTS. This Agreement may be executed in 2 or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Execution and delivery of this Agreement by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a party will constitute a valid and binding execution and delivery of this Agreement by such party. Such copies will constitute enforceable original documents. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties to this Agreement are



intended to authenticate any writing to be signed by the parties and to have the same force and effect as manual signatures. Electronic signature means any electronic sound symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

22. FORCE MAJEURE. Any delay or failure of either party to perform its obligations under this Agreement (including any documents referenced in this Agreement) will be excused to the extent that the delay or failure was caused directly by an event beyond such party's reasonable control, without such party's fault or negligence and that by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). A party will give the other party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event.

23. DISPUTES.

23.1 Agreement to Arbitrate. All controversies, claims, disputes or counterclaims arising out of, relating to or in connection with this Agreement (including any documents referenced in this Agreement), whether it involves a disagreement about meaning, interpretation, application, performance, breach, termination, enforceability or validity and whether based on statute, tort, contract, common law or otherwise for which a federal or state court or an administrative agency would be authorized to grant relief (individually, a "Dispute" or collectively, "Disputes") will be resolved by binding arbitration as set forth in this Section 23.

23.2 Claims Not Covered. This Section does not apply to or cover Disputes for temporary protective or restraining orders or preliminary injunctions, writs of possession, appointment of a receiver or other provisional relief ("temporary equitable relief") in cases in which such temporary equitable relief would otherwise be authorized by law. Final determination and the trial on the merits, however, of any Dispute for which temporary equitable relief is sought shall occur in front of, and will be decided by, the arbitrator who will have the same power to order legal or equitable remedies as a court of general jurisdiction.



23.3 Procedure. Except as provided in this Section, the Federal Arbitration Act (the “Act”) will govern the interpretation, enforcement and all proceedings pursuant to this Section. If for any reason the Act is deemed inapplicable, then the arbitration will be governed by the applicable state arbitration statutes. The arbitration will be administered by the Judicial Arbitration and Mediation Services (“JAMS”) pursuant to its Comprehensive Arbitration Rules and Procedures (the “Rules”) in place at the time of the Dispute, unless the parties agree otherwise in writing. To the extent the Act or Rules conflict with any term of this Section, the terms of this Section shall control. To commence arbitration of a Dispute under this Agreement, either party may contact the local office of JAMS. The arbitration will be conducted before a single neutral arbitrator who is a retired judicial officer selected in accordance with the Rules and will take place in San Diego, California. The arbitrator, and not any federal, state or local court or agency, will have exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any Dispute that all or any part of this Agreement is void or voidable. The arbitrator will have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and will apply the standards governing such motions under the Act. The decision of the arbitrator will be final and binding upon the parties, except as otherwise provided in this Agreement. Any Dispute to be arbitrated under this Section will be governed by the substantive law (and the law of remedies, if applicable) of the State of California, or federal law, or both, as applicable to the Disputes. The arbitrator is without jurisdiction to apply any different substantive law or law of remedies.

23.4 Authority. The arbitrator will have jurisdiction over the Dispute and the decision of the arbitrator will be final and binding upon the parties, except as otherwise provided in this Section. Depositions may be taken and discovery may be conducted in the manner to give each party a reasonable opportunity to conduct discovery, as designated by the arbitrator with good cause shown by the parties. The arbitrator’s award will include the arbitrator’s written reasoned opinion, and the arbitrator will not have the power to commit errors of law or legal reasoning. At the request of either party within 10 days after issuance of the award, the award will be subject to affirmation, reversal or modification, following review of the record and arguments of the parties by a second arbitrator selected in accordance with the Rules who will, as far as practicable, proceed in accordance with the law and procedures applicable to appellate review by the applicable state court of appeal of a



civil judgment following a court trial. The cost of the arbitration and the arbitrator's fees will be shared equally by the parties. Each party will be solely responsible for the payment of its own attorneys' fees. The cost of the arbitration, the arbitrator's fees and the attorneys' fees and costs incurred by the prevailing party will be paid by the parties in the manner determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction, or application may be made by either party to such court for a judicial acceptance of the award and an order of enforcement, as applicable.

23.5 Provisional or Ancillary Remedies. Once the arbitration proceedings have been commenced, the arbitrator will have the power to grant provisional or ancillary remedies, including, without limitation, temporary protective or restraining orders, preliminary and permanent injunctions, writs of possession, appointment of a receiver and such other provisional relief as the arbitrator may deem appropriate before, during or after the pendency of the arbitration proceedings under this Agreement and may modify any previously granted provisional or ancillary remedies.

23.6 Time Limits for Demanding Arbitration. A written demand for arbitration must be submitted within the statute of limitations period applicable in a civil court or administrative forum. If a party does not submit and serve a written demand for arbitration for a Dispute within the applicable statute of limitations period, such failure shall constitute an absolute bar to the institution of any proceedings in any forum with respect to such Dispute and will constitute a waiver of any rights regarding such Dispute.

23.7 Survival. This Section 23 will survive termination of the Agreement.



Schedule 4.2

HHS Compensation Plan

HOLISTIC HEALTH SCIENCE LLC ("HOLISTIC HEALTH SCIENCE" or "HHS") is excited to share our Compensation Plan. This Plan is to reward our HHS family of approved distributors, each known as an "INDEPENDENT VIBROACOUSTIC VISIONARY" ("Visionary" or "IVV"), for their sales efforts on behalf of HHS.

HHS allows approved individuals and businesses to sell HHS products. To become approved, interested parties begin the approval process by clicking on "Become a Distributor" on the HHS retail website or clicking through a Referral Link sent by a qualified IVV. The potential IVV must review and complete all the required online applications and pay the enrollment fee (discussed below).

Holistic Health Science's compensation model is built to support our IVV's. We seek to create an engaged, empowered and participatory community around the world. Our collective goal is to build a customer base for HHS products. For purposes of this Plan, "customer" means an individual who is purchasing HHS products, which include the Vibroacoustic Sound Lounge System or VASL System, for personal or business use and who is not eligible to participate in the Compensation Plan.

HHS operates in the direct selling industry with a focus on direct sales to customers, using a network of Visionaries to market to new customers. Once an IVV's application is approved and meets the initial qualification requirements, he or she will be eligible to earn commissions based on the sale of HHS products as outlined below. Upon approval, the new Visionary is given a place in "the field" (Sales Organization) under their "Guide" (Sponsor/Mentor/Enroller). In addition, the Visionary's online HHS back office is created.

HHS's Compensation Plan offers multiple ways of compensating our IVV family. Commissions are only earned from the sale of HHS products by IVV's. There is never a commission earned for the recruitment of an IVV.

Since HHS is a growing and changing organization, it reserves the right to make changes or amendments to the Compensation Plan. HHS also reserves the right to interpret any provisions of the Compensation Plan in the manner it deems appropriate. This Compensation Plan is



effective as of June 1, 2019. It supersedes and replaces all prior compensation plans or arrangements.

1. Enrollment

Once a new IVV has completed the enrollment process, his or her personal HHS discount coupons and referral links will be activated.

2. Enrollment Fee

The current enrollment fee for an IVV is \$99.00 USD, which covers the cost of the HHS back office (LeadDyno), related documentation, training and support. The fee is comprised of a \$99.00 USD administrative fee (non-refundable once the HHS discount coupons and referral links are generated and non-commissionable). HHS shall have the right to change the enrollment fee at any time by providing notice of such change to those Visionaries directly affected by such change.

3. Annual Administrative Fee

There is an annual administrative fee paid during each subsequent year of \$99.00 USD which covers administrative and technology costs associated with the development and maintenance of HHS's online platforms and back office services. The annual fee is automatically charged on the annual anniversary date of the Visionary's enrollment. As a condition of receiving any commissions under this Plan, an IVV's annual administrative fee must be current. HHS shall have the right to change the annual administrative fee in its sole discretion at any time by providing notice of such change to those Visionaries directly affected by such change.

4. Qualification Requirements and Ranks

No feature of the HHS opportunity constitutes a personal purchase requirement to become an IVV, move up in rank or otherwise fully participate in the Compensation Plan. The Compensation Plan is built on the retail sale of HHS products to customers. HHS recognizes that IVVs may wish to purchase HHS products such as a VASL System for personal or family use. Pursuant to HHS's Terms and Conditions and Policies and Procedures, the purchase of HHS products primarily as an attempt to qualify for advancement in the Compensation Plan is not permitted. IVVs are prohibited from representing that (a) there is any obligation to personally purchase HHS products or literature or (b) such sales aid in joining, moving up in rank or earning commissions under the Compensation Plan.



The following IVV ranks are available under the HHS Compensation Plan:

- Independent Vibroacoustic Visionary or IVV

Once a particular rank is achieved, it is your rank as long as your account is active and your annual administrative fees are current. Rank advancement and qualifications are outlined below and in Section 6 of this Plan.

The HHS entry position or name is an Independent Vibroacoustic Visionary ("IVV"). This position allows a person to become a Visionary with HHS and to enjoy the HHS opportunity (that is, to start making sales of HHS product to customers) without necessarily purchasing a VASL System.

5. HHS Weekly Visionary Zoom Calls

HHS takes the proper training and instruction regarding HHS products and marketing materials very seriously. HHS Weekly Visionary Zoom Calls are mandatory training. Every IVV must participate live in at least 2 per month ("Regular Participation"). Failure to participate may result in deactivation of the IVV's discount coupons and referral link, preventing the IVV from selling HHS products and conducting HHS business.

6. Compensation Plan Overview

The following overview represents the IVV ranks which are available in HHS's Compensation Plan with rank advancement requirements and commissions associated with each rank.

Visionaries always buy HHS products at the then current retail price. IVVs are paid a commission on their purchase through the normal commission payout schedule. Once approved and qualified to do so, Visionaries may buy at a 20% discount off retail pricing.



First Position - "**Independent Vibroacoustic Visionary**" or "**IVV**"

Qualifications:

- Execution of the IVV Agreement and payment of the current enrollment fee.
- Is regularly participating on Weekly Visionary Mastermind Zoom Calls and is current on the WhatsApp group communications.
- Has watched and reviewed HHS YouTube Materials available on the Visionary Training page of the HHS Retail website.
- Is subscribed to HHS YouTube ([YouTube Link](#)) if on the platform.
- Currently "Likes" our HHS Facebook Page ([Link to Facebook](#)) if on the platform.
- Currently follows HHS On Instagram ([Link to Instagram](#)) if on the platform.

Benefits:

- Earns 20% commission on personal sales.
- Earns 5% commission on sales generated by their recruited Visionaries.

To be eligible to receive commissions under the Compensation Plan, and IVV must be an approved distributor providing Services under the IVV's Visionary Agreement and such IVV's annual administrative fee must be current. Commissions are payable by the 15th of every calendar month based on all HHS product sold during the prior month; provided, however, full payment for such sales has been received and subject to any chargebacks or adjustments due to any customer returns or refunds. HHS cannot pay commissions until the Visionary's W9 is on file. To manage expectations and accounting time effectively, commissions will always be payable on the 15th of the following month after receiving a Visionary's W9.