



Independent Consultant Agreement

I hereby apply to become a Consultant of the **Ayela International, LLC** (hereinafter "Company") Consultant program. As an independent Consultant, I understand and agree that:

1. I am of legal age in the state in which I enter this agreement.
2. Other than the purchase of a "Quick Start Kit", no other purchase or investment is necessary to become a Company Consultant.
3. I have carefully reviewed the Company's Consultant opportunity and policies and procedures, and acknowledge that the basis of this agreement in its present form and as modified by the Company.
4. I shall be entitled to cancel participation at any time and for any reason upon written notice to the Company. Upon notification of cancellation or termination, the Company will repurchase unused inventory or Company marketing materials.
5. I acknowledge that I am a wholly independent marketing representative. As an independent Consultant, I am liable for all Social Security, Medicare, and other self-employment taxes, all income taxes, and other returns required by any local, state, or federal tax authority for the Consultant's business. I acknowledge that I will not be treated as or considered an employee.
6. As an independent contractor, I shall:
 - a. Comply with all federal, state, county and local laws, rules and regulations pertaining to this agreement.
 - b. At my own expense I will obtain any licenses that are required by law to operate as an independent Consultant and sell Company products.
 - c. Be solely responsible for payment of all local, state and federal taxes in connection with this agreement including state and local sales tax.
7. When commissions, retail and group bonuses, "Random Acts of Kindness", trip earnings or any other promotional earnings activities exceed \$600.00 in a calendar year, the Company will provide the Consultant with an IRS Form 1099 for tax reporting purposes. The Consultant is responsible for paying all applicable local, state and federal taxes.
8. The Company's trade name and/or trademark, except in the advertising provided to the Consultant by the Company, may not be used without prior written approval by the Company.
9. The term of the Company Consultant agreement is one year. Consultants who wish to continue with the Company must renew their application annually. The Company reserves the right to accept or reject the application for renewal. Consultants will be notified within 15 days of receipt of renewal if the application will be denied. This fee may be waived at the Company's discretion.
10. The Company makes no guarantees regarding income or income potential. Any income claims made to you, either verbally or written, should be considered anecdotal and may not be typical. This agreement constitutes the entire agreement between the Consultant and the Company. Unless in writing from the Company, no other promise, agreement or guarantee is valid.
11. I acknowledge that I have read and understand and agree to the terms set forth in this agreement. This agreement is valid only after acceptance by the Company. Consultant and Company agree that this Agreement can be accepted by any of the following methods:
 - a. by electronic transmission of the "I Agree" displayed on the internet web site of the Company; or
 - b. facsimile transmission or postal mailing of the signed Agreement
12. This agreement shall be governed by the laws of the state of Arizona. Any claims or disputes shall be brought in Maricopa County Court, in Mesa, Arizona or in the U.S. District Court in Phoenix, Arizona.