



INDEPENDENT BUSINESS PARTNER (IBP) TERMS & CONDITIONS - APPLICATION

I am of legal age in the state in which I enter this Agreement. I understand that I am not an independent Business Partner (IBP) of Vivalize, LLC until the Company has accepted my signed or acknowledgement Agreement.

I will not purchase products solely for the purpose of qualifying for commissions or bonuses. I will resell at least 70% or more of all products that I have purchased from the Company each month. Products personally consumed by my household, in reasonable quantities, and not purchased to meet sales plan qualifications, are deemed retail sales. Products certified as sold under this 70% rule are not eligible for buyback.

I am entitled to cancel this Agreement at any time and for any reason with written notice to the Company. The Company will buy back from a resigning Associate, unused and currently marketable inventory within 30 days from the date of receipt of merchandise first ordered (90 days in Maryland and Puerto Rico; one year in Idaho, Louisiana, Mississippi, Montana, Nebraska, Oklahoma, South Dakota, Tennessee, Texas and Washington; no time limit in Massachusetts, Georgia, New Jersey and Wyoming) at 85% of the Associate's net cost, less appropriate setoffs and legal claims, shipping and handling. In addition, residents of Montana who cancel within 15 days of enrolling are entitled to a 100% refund of all consideration paid by them.

As an Independent Business Partner (IBP), I will:

- I will be honest and truthful in all my activities, whether I sell Vivalize products or
- sponsor others as Associates (both Independent Business Partners and Customers (Retail Customers, VIP Customers and Authorized Retail Stores) alike.

- I will present Vivalize products and the Vivalize marketing plan in an accurate and truthful manner and will make no claim other than those found in current Vivalize literature.
- I will strive to ensure that my customers are satisfied with Vivalize products and with my service. And I will respect the privacy of my customers and independent business partners.
- I will do my best to build my Vivalize business.
- I will provide training and motivation to my Associates, study the product literature and promote retail sales.
- I will be professional, courteous, and considerate.
- I will not engage in activities that are harmful to Vivalize or to any other Vivalize Associate and will not make negative or derogatory remarks about other people, products or organizations.
- I will become familiar with, and abide by, the Company's Policies and other materials as prescribed by the Company, and observe total business ethics whilst conducting my business.

I understand that Independent Business Partners (IBPs) cannot, under any circumstances, incur any debt, expense, or obligation on behalf of, or for, the Company.

I understand that, as an Independent Business Partner, I will not, for any reason, act as spokesperson for the Company and its products, in any manner, to any media or publication, without prior, written authorization. I will not create, print, publish, or distribute any literature or materials representing the Company or its products other than those from, or approved in writing by, the Company.

I understand that, as an Independent Business Partner, I have the following rights: (a) **to sell** the products/services offered by the Company, in agreement with the Company Compensation Plan, Sales Policies, Policies, and (b) **to sponsor** Independent Business Partners. in agreement with the Company Compensation Plan and Statement of Policies and Procedures.

I understand that I will make no claims or warranties of any kind, including, but not limited to, any claims for earnings or benefits concerning its products, other than those

included in the Company's written literature. I will not make product claims which are not stated in official Company literature, and I am not permitted to create my own literature, sales aids, or training materials, without written consent from the Company.

If I fail to pay for products or services, the Company is authorized to withhold the appropriate amounts from my earned commission and bonuses, or credit card/electronic checking accounts, if any, which I have authorized the Company to charge. If payment owed is not made, I understand that I may, at the Company's discretion, lose my marketing organization and future commissions and bonuses, and may be placed on inactive status by the Company for an indeterminate period. The Company will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charges or other acts outside of the control of the Company.

As an Independent Business Partner, I understand that I am an independent contractor, and not an agent, employee, or franchisee of the Company.

I understand and agree that I will not be treated as an employee for federal or state tax purposes, nor for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, the Social Security Act, State Unemployment Acts, State Employment Security Acts, or State Workers Compensation Acts. I understand and agree to pay all applicable federal and state self-employment taxes, sales taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement.

I understand that my acceptance of this Agreement, does not constitute the sale of a franchise or a security, no exclusive territories can be granted to anyone, and that no franchise fees have been paid, nor can I acquire any interest in a security by the acceptance of this Agreement.

The Company may, at its discretion, amend the Company's Compensation Plan and Statement of Policies and/or terms of the Independent Business Partner Agreement. Notification of such changes shall be published in newsletters, broadcast by Email, written or published material circulated or made available to all Independent Business Partners. I agree to abide by all such amendments. The continuation of my Business, and/or my acceptance of products, commissions, and bonus checks, or other payments from the Company, constitutes my acceptance of any and all amendments.

My Associateship cannot be sold, assigned, or transferred without prior, written approval from the Company.

I have carefully reviewed the Company Compensation Plan and Statement of Policies & Procedures and acknowledge that they are incorporated as a part of this Agreement in their present form and as modified from time to time by the Company. My violation of any of the terms of this Agreement or the Company's Statement of Policies & Procedures may result, at the Company's discretion, in forfeiture of commission and bonus checks, or other payments from the Company; loss of all or part of my marketing organization; or cancellation of this Agreement.

This Agreement constitutes the entire agreement between the parties, and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing. If any provision herein is held to be invalid, all other provisions shall remain valid and enforceable.

The term of this Agreement is one year. This Agreement can be renewed annually on each anniversary date and a confirmation of the acceptance of this Agreement will be required, unless otherwise canceled or extended by the Company. A renewal fee of \$78 will be charged to Independent Business Partners and Authorized Retail Stores. VIP Customers are not required to renew.

This Agreement shall be governed by the laws of the State of Florida, and any claims or disputes between parties to this Agreement shall be subject to binding arbitration under the Commercial Rules of the American Arbitration Association, with arbitration to be held in Miami, Florida. Louisiana residents may choose jurisdiction in, and arbitrate in New Orleans, Louisiana.

SmartShip Program (optional)

I wish to participate in the monthly SmartShip program and authorize Vivalize to charge my credit card or debit card for the amount of my monthly SmartShip order or, if applicable, deduct the amount from my bank account. I understand that all SmartShip orders are subject to applicable sales tax and shipping and handling costs, all of which will be added to the order total.

This optional program allows you to establish automatically recurring monthly product shipments. Your first SmartShip order will be shipped and billed four (4) weeks after your initial order. Subsequent orders will be shipped and billed on a 4-week rolling cycle.

You must select at least one commissionable product to set up a SmartShip order, but there is no minimum purchase requirement. You understand that periodic shipments of the products that you have ordered will occur without any further action by you. You are the only person who is authorized to establish, cancel, or change your participation in the SmartShip program or to authorize others to do so on your behalf.

You may cancel or make changes to your SmartShip order at any time by notifying Vivalize by email at Support@vivalize.com or by phone at the number provided under CONTACT. Changes and notice of cancellation must be received by Vivalize at least 2 weeks prior to your monthly SmartShip processing date; otherwise, the changes or cancellation will become effective in the month following the month in which Vivalize receives your notice of cancellation.