

Terms and Conditions

1. I understand that as an Activz Distributor:
 - a. I have the right to offer Activz products and services for sale in accordance with this Agreement (defined below).
 - b. I have the right to enroll people in Activz.
 - c. If I qualify, I have the right to earn commissions under the Activz Compensation Plan.
2. I agree to present the products and services as provided in the official Activz literature.
3. I agree that as an Activz Distributor, I am an independent contractor and not an employee, partner, legal representative or Activz franchisee. I agree that I will be solely responsible for paying all expenses incurred by myself, including, but not limited to, travel, meals, accommodations, secretarial services, office, long distance telephone calls and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF ACTIVZ FOR FEDERAL OR STATE TAX PURPOSES. Activz is not responsible for and will not withhold on your behalf any federal, state or local income or other taxes (including FICA), and that the payment of same will be your sole responsibility.
4. I have carefully read and agree to abide with Terms and Conditions, the Policies and Procedures, the Privacy Policy, and the Compensation Plan, which are collectively referred to as this "Agreement"). In the case of a conflict between these Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If I do not agree with this Agreement, my only recourse is to notify the Company and cancel my Agreement with Activz. My lack of cancellation constitutes my acceptance of this Agreement. I understand that I must be in good standing and not in violation of this Agreement to be eligible for Activz bonuses or commissions. I understand that the Agreement may be modified, at the sole discretion of Activz, and I agree to comply with all such amendments. The notification of the amendments will be published on the Activz website or in the Activz Virtual Office. The amendments will take effect 30 days after their publication, but the amended Policies will not be applied retroactively to the behavior that occurs before the effective date of the amendment. The continuation of my Activz business or my acceptance of bonuses or commissions after the effective date of any amendment will constitute my acceptance of each and every one of the amendments.
5. The term of this agreement is one year (subject to prior cancellation according to the Policies and Procedures). If I do not renew my Activz business annually or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I will not be eligible to sell Activz products or services nor will I be eligible to receive commissions, bonuses or other income derived from sales from the organization of my previous downline. In the event of cancellation, termination or non-renewal, I waive all rights I have including, but not limited to, property rights, my previous downline organization and any bonus, commission or other compensation derived from sales and other activities of my previous downline organization. In addition to other rights of termination set forth in the Policies and Procedures, Activz reserves the right to terminate all Distributor Agreements with 30-day advance notice if the Company chooses: (1) to cease its

business operations; (2) dissolve as a commercial entity; or (3) terminate the distribution of your products and/or services through direct sales channels. The Distributor may cancel this Agreement at any time and for any reason, after giving written notice to Activz at its main business address.

6. I cannot assign any right under this Agreement without the prior written consent of Activz. Any attempt to transfer or assign this Agreement without the express written consent of Activz makes the Agreement voidable at the choice of Activz and may result in the termination of my business.
7. I understand that, if I do not comply with the terms of the Agreement, Activz may, at its discretion, impose disciplinary sanctions as set forth in the Policies and Procedures. If I am in violation, omission, or violation of the Agreement upon termination, I will not be entitled to receive more bonuses or commissions, regardless of whether the sales associated with such bonuses or commissions have been completed. I agree that Activz may deduct, withhold, compensate or collect any form of payment that I have previously authorized, any amount owed to Activz.
8. Activz, its parent companies or affiliates, directors, officers, shareholders, employees, assigns and agents (collectively referred to as "affiliates"), will not be liable and I will release and exempt Activz and its affiliates from all claims for damages of any nature and for any claim or cause of action related to the Agreement. Likewise, I agree to release Activz and its affiliates from any liability derived from or related to the promotion or operation of my Activz business and any activity related to it (for example: the presentation of Activz products and/or plans, the operation of a motorized vehicle, rental of facilities for meetings or entertainment, etc.), and I agree to indemnify Activz and its affiliates for any liability, damages, fines, penalties, and other judgments resulting from unauthorized activity that I engage in.
9. This Agreement, in its current form and as may be modified by Activz at its discretion, constitutes the sole agreement between Activz and myself. The promises, offers, offers or other communications not expressly established in this Agreement shall have no force or effect.
10. Any waiver by Activz for any breach of the Agreement must be in writing and signed by an authorized Activz officer. The waiver of Activz for any breach of the Agreement by me shall not operate or shall be construed as a waiver of any subsequent breach.
11. If any provision of this Agreement is deemed to be invalid or unenforceable, that provision shall be separated from the rest of this Agreement and shall be reformed only to the extent necessary to make it enforceable. The rest of the Agreement will remain in full force and effect.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to the principles of conflict of laws. In the event of a dispute between a Distributor and Activz that arises or relates to the Agreement, or the rights and obligations of either party, the parties will attempt in good faith to resolve the dispute through non-binding mediation as further described in detail in the Policies and Procedures. Activz is not required to participate in mediation or arbitration as a prerequisite for disciplinary action against a Distributor. If the parties are not successful in resolving their dispute through

mediation, the dispute will be resolved totally and definitively by arbitration, as described in more detail in the Policies and Procedures.

13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a temporary or permanent restraining order or other equitable action to protect its intellectual property rights, including, but not limited to, lists of clients and/or Distributors, as well as trade secrets, trademarks, trade names, patents and copyrights. The parties can also request the judicial execution of the arbitration award. In all actions before the courts, the parties accept exclusive jurisdiction and venue before the United States District Court for the District of Utah, or State Court that resides in Salt Lake City in the state of Utah.
14. LA Residents: Notwithstanding the foregoing, residents of Louisiana may establish an action against the Company with jurisdiction and in accordance with the provisions of Louisiana law. Louisiana residents can cancel their Distributor Agreement, and Activz will reimburse 90% of the purchase price of products and marketing materials.
15. MA or WY residents: Residents of Massachusetts or Wyoming may cancel their Agreement, and Activz will reimburse you 90% of the purchase price of the products and marketing materials.
16. Except as provided in paragraphs 14-16, refunds shall be issued in accordance with the provisions of the Policies and Procedures and the notice of right to cancel below.
17. A participant in this multilevel marketing plan has the right to cancel at any time, regardless of the reason. Cancellations must be sent in writing to the Company at its main business address.
18. If a Distributor wishes to impose an action against Activz for any act or omission related to or arising out of the Agreement, such action must be filed within one year from the date of the alleged conduct or the shortest time permitted by applicable. Failure to comply with such action within that period will prevent all claims against Activz for such act or omission. The Distributor waives all claims of any other applicable limitations status.
19. I authorize Activz to use my name, photograph, personal history and / or similar materials in advertisements or promotions and waive all compensation claims for such use.