

Terms and Conditions

1. I understand that as an ACTIVZ Distributor:
 - a. I have the right to offer for sale ACTIVZ products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll persons in ACTIVZ.
 - c. If qualified, I have the right to earn commissions pursuant to the ACTIVZ Compensation Plan.

2. I agree to present the ACTIVZ Marketing and Compensation Plan and ACTIVZ products and services as set forth in official ACTIVZ literature.

3. I agree that as an ACTIVZ Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of ACTIVZ. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF ACTIVZ FOR FEDERAL OR STATE TAX PURPOSES.** ACTIVZ is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.

4. I have carefully read and agree to comply with the ACTIVZ Policies and Procedures and the ACTIVZ Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). In the event of a conflict between these Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If I have not yet reviewed the Policies and Procedures and/or Compensation Plan at the time I sign this Agreement, I understand that they are posted at www.ACTIVZ.com and are also in my Activation Starter Kit, and in my ACTIVZ Virtual Office. I will review the Policies and Procedures and Compensation Plan within five days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures or Compensation Plan, my sole recourse is to notify the company and cancel my ACTIVZ Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures and Compensation Plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from ACTIVZ. I understand that the Agreement may be amended at the sole discretion of ACTIVZ, and I agree to abide by all such amendments. Notification of amendments shall be posted on ACTIVZ' website OR in my ACTIVZ Virtual Office. Amendments shall become effective 30 days after publication, but amended policies shall not apply retroactively to conduct that occurred prior to 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 shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my ACTIVZ business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell ACTIVZ products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination, or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline**

organization. ACTIVZ reserves the right to terminate all Distributor Agreements upon 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. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to ACTIVZ at its principal business address.

6. I may not assign any rights under the Agreement without the prior written consent of ACTIVZ. Any attempt to transfer or assign the Agreement without the express written consent of ACTIVZ renders the Agreement voidable at the option of ACTIVZ and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, ACTIVZ may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that ACTIVZ may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to ACTIVZ.

8. ACTIVZ, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release and hold harmless ACTIVZ and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless ACTIVZ and its affiliates from all liability arising from or relating to the promotion or operation of my ACTIVZ business and any activities related to it (e.g., the presentation of ACTIVZ products or Global Wealth and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify ACTIVZ for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by ACTIVZ at its discretion, constitutes the entire contract between ACTIVZ and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by ACTIVZ of any breach of the Agreement must be in writing and signed by an authorized officer of ACTIVZ. Waiver by ACTIVZ of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and ACTIVZ arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. ACTIVZ shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against

a Distributor. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or Distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the District of Utah, or state court residing in _____ Salt Lake County, State of Utah.

14. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law. Should a Louisiana resident cancel the Distributor Agreement, ACTIVZ will refund 90% of the purchase price of products and marketing materials.

15. MA and WY Residents: Should a Massachusetts or Wyoming resident cancel the Distributor Agreement, ACTIVZ will refund 90% of the purchase price for product and marketing materials.

16. Except as provided in paragraphs 14-16, refunds will be issued as provided in the Policies and Procedures and in the Notice of Right to Cancel below.

17. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.

18. If a Distributor wishes to bring an action against ACTIVZ 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, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against ACTIVZ for such act or omission. **Distributor waives all claims that any other statute of limitations applies.**

19. I authorize ACTIVZ to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

NOTICE OF RIGHT TO CANCEL

Date of Transaction: _____

You may CANCEL this transaction, without any penalty or obligation, within **THREE BUSINESS DAYS** from the above date (5 business days for Alaska residents and 15 business days in North Dakota for individuals age 65 and older). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to ACTIVZ, 3250 Professional Circle, Salt Lake City Utah 84106, **NOT LATER THAN MIDNIGHT** of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____