



AV LIFESTYLE COACH ("LC") TERMS OF AGREEMENT

1. **Engagement.** I understand that I will become an AV Lifestyle Coach and Company product distributor ("LC") upon acceptance of this application by the AloeVeritas Americas, LLC ("Company") at its home office in Dallas, Texas. The Company reserves the right to reject any application for any reason.
2. **Components of the Agreement.** My agreement with Company includes and incorporates herein all of the (i) terms and conditions set forth hereunder (ii) any renewal form(s) executed or authorized by LC, (iii) any LC Policies and Procedures Manual (the "Manual"), that are in effect at the time LC executes this Agreement or are put into effect subsequently, and all changes to the Manual that become effective during the term of my engagement with the Company, and (iv) any LC Marketing and Compensation Plan (the "Comp Plan"), that are in effect at the time LC executes this agreement and all modifications to the Comp Plan that become effective during the term of my engagement with the Company (all together, the "Agreement").
3. **Company Rules.** LC acknowledges that LC has received, understands and LC agrees to follow all Company rules, policies and procedures. LC agrees that any breach thereof shall entitle Company to terminate its LC relationship in accordance with the Company policy and process for termination.
4. **No Conflicts of LC with third party contracts.** LC represents and warrants that it has the right and authority to enter into this Agreement and that LC's execution and performance under this Agreement, or any other agreement under consideration with the Company, does not violate or conflict with any third party agreement or confidential relationship to which LC is bound and that no consent, approval, waiver or authorization is required to be obtained by LC from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by LC of any agreement between the parties.
5. **Relationship of the Parties.** LC is an Independent Contractor of the Company, and this Agreement shall not be construed to create any, partnership, joint venture, franchisor/franchisee, and employee or agency relationship between LC and Company, for any purpose. As an independent contractor LC will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by Company to its employees, and Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes (including sales tax), making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on LC's behalf. LC shall be responsible for, and shall indemnify Company against, all such taxes or contributions, including penalties and interest. LC agrees that it will be solely responsible for paying all expenses incurred by LC, including but not limited to travel, entertainment, food, lodging, administrative, office, communications and other common business expenses.
6. **Intellectual Property.** LC may not use the AloeVeritas trademarks or service marks, trade name, logo or copyrighted material, or any other Company intellectual property except in materials provided by the Company. LCs may not act as a spokesperson for the Company or any of the Company products, in any way to any media or publication. A LC may not own or use an Internet domain name like or similar to AloeVeritas or to the Company or its domain names or product names. Any LC that uses or owns such a domain must irrevocably transfer ownership of the domain name to Company. Furthermore, only literature or materials designed, published, produced and provided by Company, or otherwise authorized in writing by the Company, may be used. The usage of unauthorized literature is strictly prohibited and is grounds for termination of LC. Moreover, LC is strictly prohibited from any unauthorized advertising of Company products in any form, be it via print or electronic (including the internet, telemarketing, or bulk mailings) and engaging in unauthorized advertising is grounds for immediate termination of LC.
7. **Company Proprietary Information and Trade Secrets.** LC acknowledges and agrees that it may have access to Company information including its programs, confidential business reports, manufacturing and product developments, sales, earnings and other financial reports, client lists, vendors lists and other information that Company considers to be proprietary and that Company wishes to maintain as trade secrets ("Proprietary Information"). LC agrees to use the Company's Proprietary Information only as necessary to facilitate LC's business as an authorized LC and is hereunder granted a limited, non-exclusive, non-transferable and revocable license to use the Proprietary Information only as necessary to facilitate LC's Company business as contemplated under the Manual and other terms of the Agreement. LC acknowledges the substantial value of the Confidential Information and agrees to maintain all Confidential Information in strictest confidence and to use it only as authorized by the Company. LC further agrees to not disclose any Confidential Information to any third party, or to use Confidential Information in connection with any other businesses. Upon expiration or termination of your Agreement, LC agrees to promptly return any and all Confidential Information to Company and immediately discontinue any further use thereof. This covenant shall survive the expiration or termination of your Agreement for any reason. LC acknowledges and agrees that it shall not use or disclose confidential or trademark information or materials of third parties in the connection with the LC's performance under this Agreement.
8. **Non-Competition Agreement.** Once the LC has reached the rank of Ambassador, during the term of this agreement and for 12 months after expiration or termination, LC shall not, directly or indirectly, offer to sell like or similar products and services to those offered from time to time by the Company nor shall LC participate as a LC in any other direct selling company which has like or similar products. Discussion or promotion of other direct selling opportunities and/or products in connection with any Company related activities is strictly prohibited.
9. **Non-Solicitation Agreement.** LC and customer lists and names are owned by Company and may not be used for any commercial purpose without the prior written consent of Company. During the term of this Agreement and for one year thereafter, LC shall not, directly or indirectly solicit LCs or Customers to other direct selling organizations.
10. **Non-Disparagement.** LC shall not make false or misleading statements about the Company or its products, including but not limited to, claims that Company products prevent, diagnose or cure diseases or illness. The making of income projections to prospective LCs is prohibited.
11. **Non-Circumvention.** Company's business relationships with its suppliers and manufacturers are confidential. Unless otherwise authorized by the Company in writing, a LC may not contact, directly or indirectly, speak to or communicate with any representative of any of the Company's suppliers or manufacturers.
12. **Selling Products and Minimum Retail Price ("MRP").** There are no sales quotas or minimum purchase requirements in order to become a LC. As for pricing, LC shall not sell any products directly to end user consumers ("Customers") at prices lower than the MRP established and set forth for the respective product. If LC sells a product at a price lower than the MRP, LC shall pay Company an MRP shortfall fee, which shall be the amount equal to the difference between (i) the amount the product was sold for below the MRP and (ii) the MRP, and then multiplied by the number of Units sold below the MRP plus 20%.
13. **Payment Terms.** Payment terms on LC purchases are limited to check, money order or credit card with order.
14. **Refunds and Cancellations.** Refunds and Cancellations of sales reduce the accumulated sales volume for all up-line LCs. If a down-line LC requests and receives a refund after commissions from that sale have been paid, the Company will debit the up-line LC's future commissions for the amount of the refund.
15. **Change of Sponsor prohibited.** No change of sponsor is permitted following receipt of applications and/or orders at Company offices. Change of original sponsor is not permitted, without the written consent of the Company.
16. **Data Privacy.** LC agrees to obtain, record, use, hold, transfer, dispose of and otherwise process personal information about customers, other LCs or any other person (however and whomever obtained from) only in accordance with the Agreement. Unless otherwise provided by Company, LC shall (i) only

- use such personal information for its own business and for no other purpose(s); (ii) comply with its obligations regarding privacy and data security as set forth in the Agreement; (iii) comply with like privacy and data security obligations to those imposed on the Company under applicable laws in respect of such information. Periodically, the Company may supply information in the form of data, genealogies, reports and other material, as well as information to the LC concerning the Company, product purchases and product mix. Such information is proprietary and confidential to the Company and is transmitted to the LC in strictest confidence. The LC agrees to keep any and all such information confidential, and not to disclose such information to any third party directly or indirectly, nor use the same to compete with the Company, directly or indirectly, or use the same to adversely affect the Company or benefit any other direct sales company.
17. **Images, Recording and Consents.** LC agrees to permit Company to use any and all recorded media of LC and LC's likeness and LC agrees to allow any such recorded media to be used by Company for any lawful purpose, without compensation. LC agrees that, subject to Company's privacy policies, Company may obtain, record, use, hold, transfer, dispose of and otherwise process other Company LCs, affiliates and third parties personal and business information as may be necessary to enable Company to fulfill its obligations under the Agreement, or which Company determines is important to support its business operations.
 18. **Support of Down-line LCs.** LC understands that as a Company LC, LC is responsible for supporting and managing LCs that LC sponsors into the program and in its commissionable down-line. LC agrees to maintain frequent communication and support to those LCs in its commissionable down-line by way of the following, or combination thereof: personal contact, telephone communication, written, fax or email communication, and attendance at LC meetings.
 19. **Changes.** Company has the sole discretion to update, edit or modify the Agreement, including the terms and conditions contained herein, the Manual and the Comp Plan at any time, upon notice thereof to LC by newsletter, special mailing, email or other notice method directed to the last known contact address or email of LC ("Program Changes"). Such Program Changes shall upon notice to LC become a binding part of this Agreement.
 20. **Dispute Resolution.** The laws of the State of Texas shall govern this Agreement. In the event a dispute shall arise between LC and Company as to their respective rights, duties, and obligations under this Agreement, or in the event of a claim or breach of this Agreement, Company and LC agree that such disputes shall be exclusively resolved pursuant to binding arbitration under the Commercial Rules of the American Arbitration Association with arbitration to occur at Dallas, Texas. The arbitrator may award, in addition to declaratory relief, preliminary or permanent injunctive relief, compensatory damages, and shall award reasonable costs and attorneys' fees to the prevailing party. Awards of attorneys' fees and/or costs shall continue through any arbitration appeal or enforcement proceeding. The decision of the arbitrator shall be final and shall be entitled to enforcement in any court of competent jurisdiction. This provision shall not be construed so as to prohibit either party from obtaining preliminary or permanent injunctive relief in any court of competent jurisdiction. This provision shall survive the termination or expiration of this Agreement.
 21. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. LC understands that its LC position can be inherited or bequeathed but cannot be transferred or assigned during LC's lifetime without written consent of the Company, which consent shall not be unreasonably withheld.
 22. **Authorized Customers and state laws.** LC agrees that as a Company LC, LC shall be limited to selling and distribution of Company products to Customers. Permissible LC purchases shall be automatically modified to comply with the exemption requirements set for the in states' laws regulating direct selling business opportunities.
 23. **Term.** This Agreement shall not be in effect or binding on any party until received and accepted by the Company at its home offices in Dallas, Texas. The term of the Agreement is one year and shall automatically renew on each anniversary of the execution of this Agreement. A renewal fee will be charged in the amount of \$29.90 to the credit card or ACH bank account which was used during enrollment process. If the Company cannot automatically renew the LC membership for any reason, a renewal form must be completed and returned to the Company by the anniversary date with a \$29.90 renewal fee for an additional twelve (12) months for the LC Website Back Office.
 24. **LC Representations.**
 - a. By entering the Social Security (or Federal Tax Identification Number, if applicable) on the LC Application, LC certifies that this number is LC's correct taxpayer identification number and LC has not been a Company LC, or a partner, shareholder or principal of any entity having a Company LC within the past six months. There can only be one LC per SS# or Fed Tax ID number, which cannot be for the same person and no more than two LCs per household. LC understands that any intentional misrepresentation of any information LC provides on the LC Application may result in action by the Company, up to and including termination of the Agreement.
 - b. LC will not engage in any dishonest, illegal or deceptive practice.
 - c. LC will fulfill its leadership responsibilities as a Sponsor, including training and providing support to the Independent LCs in its organization. LC will provide ongoing support to its organization.
 - d. LC will make no income claims or representations regarding the Company Comp Plan, or claims for Company products or services, except as published on the official Company website or in official Company literature.
 - e. LC will make no health claims or representations related to Company products except as published on the official Company website or in official Company literature, or unless pre-approved in writing by the Company.
 - f. LC understands and agrees that failure to adhere to Company program guidelines, procedures and LC Representations may result in suspension or termination of LC's engagement and impose the obligation to make restitution for losses incurred by the Company as a result of LC's failure to comply.
 - g. LC represents and warrants that in executing this Agreement the LC is not relying on any representation, promises or statements made by the Company with regard to this Agreement other than those specifically contained in this Agreement.
 25. **Termination.** This Agreement may be terminated without cause by either party at any time. In the event of such termination, Company will remit to LC any compensation due through the effective date of termination; provided that such remittance will be subject to offset for amounts due to the Company hereunder and amounts retained by Company for potential liabilities that may occur as a result of LC's breach of LC Representations in Section 24, above.
 26. **Indemnification.** LC shall defend, indemnify and hold harmless Company, its affiliates and their respective stockholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to (i) any inaccuracy in or breach of any of the representations or warranties of LC contained in this Agreement, or (ii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by LC pursuant to this Agreement. LC agrees that any damages to LC shall not exceed, and are hereby limited to, a refund of the amount of money LC had previously paid to Company for good and services in the preceding twelve months, from the date the action was commenced, plus any commission earned, but not yet paid to LC.
 27. **Miscellaneous.** The provisions of this Agreement are severable. In the event that an arbitrator or court of competent jurisdiction determines any portion of this Agreement is unenforceable in any respect, then it shall enforce the rest of the Agreement to its fullest extent permitted by law without affecting the enforceability of the remaining provisions of the Agreement. No waiver of any default or breach of any provision of this Agreement, or failure to enforce rights contained therein, shall operate as or be deemed a waiver of any subsequent default or breach. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of your Agreement, include all documents incorporated herein by reference, embody the whole agreement between you and the Company and supersede any prior agreements, understandings and obligations between you and the Company concerning the subject matter of your contract with the Company.