



M O N A • V I E

AUSTRALIA BUSINESS DISTRIBUTOR APPLICATION

MONAVIE NEW ENROLLMENT DEPARTMENT

Fax your information to 1800-105-368 (toll-free)

Should the MonaVie New Enrollment Team need to contact you regarding this faxed enrollment page, please provide that contact information below.

NAME

TELEPHONE NUMBER

EMAIL ADDRESS

Please allow 24 hours for your faxed enrollment to be processed.

Amended

Distributor ID No. _____

APPLICANT INFORMATION

BUSINESS NAME
ABN
DATE OF INCORPORATION/ORGANIZATION (mm/dd/yyyy)

PRIMARY PHONE	SECONDARY PHONE
EMAIL ADDRESS	

MAILING ADDRESS		
CITY	STATE	POST CODE
SHIPPING ADDRESS (if different from mailing address)		
CITY	STATE	POST CODE

PRINCIPAL/PARTNER INFORMATION

LAST NAME	FIRST	MIDDLE INITIAL
ABN	TITLE	
DATE OF BIRTH (mm/dd/yyyy)	SIGNATURE	

LAST NAME	FIRST	MIDDLE INITIAL
ABN	TITLE	
DATE OF BIRTH (mm/dd/yyyy)	SIGNATURE	

LAST NAME	FIRST	MIDDLE INITIAL
ABN	TITLE	
DATE OF BIRTH (mm/dd/yyyy)	SIGNATURE	

The following persons must complete the Principal/Partner Information: 1) if a corporation, all shareholders, directors, and officers; 2) if a Ltd., all managers and members; and 3) if a partnership, all general and limited partners. Include additional pages if necessary.

SPONSOR INFORMATION

SPONSOR'S NAME	PHONE	SPONSOR'S ID NUMBER
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PLACEMENT INFORMATION

PLACEMENT NAME	PLACEMENT ID NUMBER
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CHOOSE ONE
(Required)

 L

 R

If the placement you've requested has been taken, you will be placed in the next available position on the leg you have indicated above.

VIRTUAL OFFICE (TEMPORARY) PASSWORD*

* Allows you to access your Virtual Office upon enrollment. When you log in, you may change the temporary password.

ACKNOWLEDGEMENT

I understand there is no financial requirement to become a MonaVie distributor. Once my application is accepted, I understand I may access a distributor kit online that contains sales and demonstration materials and that I will be entitled to all services MonaVie provides to its distributors. Any product purchase in connection with becoming a distributor is optional.

IMPORTANT NOTICE: MonaVie Distributors are prohibited from listing, marketing, advertising, promoting, discussing, or selling any MonaVie product, service, or the business opportunity on any website or online forum that offers auction as a mode of selling (e.g., eBay, Amazon). Please refer to Section 4.4.2 of our Distributor Policies and Procedures for complete details. By signing below, you acknowledge receipt of this formal warning. Those found to be in violation of this policy are subject to penalties without further notice, up to and including termination of their MonaVie Distributor account.

By checking this box, I agree that I have read MonaVie's online sales policy as described, and will comply with the same. I understand that failure to abide by this policy may result in penalties without further notice, up to and including termination of my MonaVie Distributor account.

TERMS AND CONDITIONS

I have read and agree to the Terms and Conditions herein and the Policies and Procedures and agree to be bound by them. The Policies and Procedures are fully incorporated into this agreement by reference. I certify that I am properly incorporated/organized, in good standing, and authorized to enter into this contract.

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:
1. I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
2. The beneficial owner is not a U.S. person, and
3. The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income.
I am a: <input type="checkbox"/> Ltd. <input type="checkbox"/> partnership <input type="checkbox"/> other _____

X	signature	date	X	signature	date
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MONA·VIE

LAST NAME (please print)	FIRST	MIDDLE INITIAL	DISTRIBUTOR ID NO. (if known)
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INITIAL ORDER

Your initial order can differ from your AutoShip order. Simply enter the items you wish to receive on your initial order here.

ITEM NO.	QTY.	PRODUCT NAME	PV	WHOLESALE PRICE
* Total does not include applicable shipping.			TOTAL*	

VISA MASTERCARD DISCOVER AMEX

CREDIT CARD NUMBER	CVV/CID CODE	EXPIRY DATE
NAME (as shown on card)	SIGNATURE OF CARDHOLDER*	
MAILING ADDRESS	CITY	STATE
		POST CODE
SHIPPING ADDRESS (if different than above)	CITY	STATE
		POST CODE

† I certify that this signature is mine and that I am the cardholder named herein. I authorize MonaVie to charge my card for the initial order.

AUTOSHIP PROGRAM

This optional, stress-free program allows you to establish a recurring order with MonaVie. Your product will be delivered to you every 28 days at the wholesale price. Your first AutoShip order will be shipped and billed 28 days from your initial order. Subsequent AutoShip orders will be shipped and billed on a 28 day rolling cycle. Any change to your AutoShip order must be submitted to the company not less than three business days prior to your next AutoShip order.

ITEM NO.	QTY.	PRODUCT NAME	PV	WHOLESALE PRICE
* Total does not include applicable shipping.			TOTAL*	

AUTOSHIP PAYMENT

[CHECK ONE] <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX	
CREDIT CARD NUMBER	EXPIRY DATE (mm/yy)
MAILING ADDRESS	CITY
	STATE
	POST CODE
NAME (as shown on card)	SIGNATURE OF CARDHOLDER*
	X

† I certify that this signature is mine and that I am the cardholder named herein. I authorize MonaVie to charge my card for this and subsequent AutoShip orders.

AUTOSHIP DELIVERY INFORMATION SAME AS INITIAL ORDER OR FILL IN BELOW

NAME
ADDRESS
CITY
STATE
POST CODE

CERTIFICATION

In connection with my application and agreement to become a distributor for MonaVie ("MonaVie"), I hereby certify that:

1. I have never been a distributor for Amway Corporation and/or Quixtar Corporation or any of their respective subsidiaries or affiliates (collectively "Amway").

And,

2. If I have been a distributor in the past with Amway, then I further certify that:

- a) I have not violated any non-competition, non-solicitation, or confidentiality agreement entered into with Amway or any other organization or entity, and by becoming a distributor for MonaVie will not be violating any agreement or contract, including non-competition, non-solicitation, or confidentiality agreement entered into with Amway or any other organization or entity.
- b) I will not solicit or attempt to entice any person who is or has been an Amway distributor to become a MonaVie distributor.
- c) I am not bringing and will not use any confidential information or trade secrets obtained from Amway, including, but not limited to, all Amway Line of Sponsorship information as defined in Amway's Business Rules and Regulations Rule 4.27.1 (the "Amway Data Management Rule"), and any distributor list or distributor source list.
- d) I will continue to observe the confidentiality and non-solicitation provisions of Amway Data Management Rule 4.27 and Amway Rule 6.5.5.
- e) I approached MonaVie, New Horizon Association, or another MonaVie distributor about becoming a MonaVie distributor and requested to become a MonaVie Distributor. Neither MonaVie, New Horizon Association, nor any other MonaVie distributor (or any of their agents, employees, managers, members, or affiliates) has approached or solicited the undersigned about becoming a MonaVie distributor.

signature

X

date

TERMS AND CONDITIONS

I hereby submit my Application to become an independent distributor of MonaVie products. My Application and this agreement become effective on the date accepted by MonaVie. MonaVie may accept or refuse my Application at its own discretion. I certify that I am old enough to enter into an enforceable contract in my jurisdiction of operation.

1. Parties. I understand that I am contracting with MonaVie Australia Pty Ltd ("MonaVie Australia") for the purchase of its products; and with MonaVie, LLC ("LLC") for the promotion of certain sales as described below; and with MonaVie Exporting, Inc. ("MonaVie Exporting") for the promotion of certain sales as described below. Hereinafter, MonaVie Australia, LLC and MonaVie Exporting may be referred to collectively as "MonaVie."
2. Rights. I understand that as a MonaVie independent distributor, I have the right (but not the obligation) to:
 - a. buy products from MonaVie Australia in accordance with these Terms and Conditions in such manner as MonaVie may from time to time allow in relation to its independent distributors generally and only on a direct selling basis and not through retail outlets except to the extent from time to time permitted by MonaVie;
 - b. recommend persons for acceptance as a distributor of MonaVie (subject to acceptance by MonaVie);
 - c. if qualified, earn Bonuses and other rewards pursuant to the Compensation Plan that will be awarded on the same basis as it allows to its distributors generally in respect of legitimate sales of MonaVie products, and not in respect of the mere introduction of new distributors to MonaVie.
3. Compliance with Laws. I agree to comply with all applicable laws relevant to conduct of my activities as an independent distributor under this agreement. In particular (but without limitation), I must not make any actual or potentially misleading or deceptive claims in relation to Bonuses and other rewards that might be derived from conducting activities as an independent distributor of MonaVie, or in relation to MonaVie products.
4. Refunds and Product Returns. I agree that if I resell Product directly to a customer, I will adhere to MonaVie's 100% satisfaction guarantee policy and shall provide the customer a full refund of all monies paid if the customer returns the product to me within thirty (30) days of the sales transaction. MonaVie agrees to replace to me up to one-half of the used portion of the returned product.
5. Independent Contractor. I agree that as a MonaVie independent distributor I am an independent contractor, and not an agent, employee, partner, legal representative, or franchisee of MonaVie. 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 MONAVIE FOR ANY PURPOSE and that MonaVie shall not be responsible for any sick leave, PAYG taxation or similar matters, or for the procuring or establishment of workers' compensation insurance or other insurance or any superannuation in respect of my activities. This is not a contract for the supply of services or the performance of any work by me.
6. Payments. I understand that Bonuses will be paid in accordance with the then current Compensation Plan and that I must not be in breach of agreement to be eligible for payment. I understand that MonaVie may suspend or revoke payment if I am in breach of any term or condition of the Agreement and may also debit my account if I owe money.
7. Bonus Buying. Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of a distributor agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a distributor or customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as distributors or customers ("phantoms"); (d) purchasing products on behalf of another distributor or customer, unless authorized herein, or through another distributor's or customer's i.d. number, to qualify for bonuses; (e) purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, or bonuses that is not driven by bona fide product purchases by end user consumers.
8. The 70 Percent Rule. I agree to personally sell, consume, or use in business building at least 70 percent of the product from every order placed with the Company prior to placing another order in order to avoid the burden of unnecessary inventory. I understand that the Company may desire to validate such usage and I agree to cooperate. I also understand that no bonuses may be paid to any distributor unless it is based on the sale of MonaVie products to end users.
9. Adjustments to Bonuses. When a product is returned to us for a refund, the bonuses attributable to the returned product(s) will be deducted from the Bonus period in which the refund is given, and continuing every pay period thereafter until the bonus is recovered from the Distributors who received bonuses on the sales of the refunded products.
 - a. LLC has the responsibility to promote the sale of Products within the United States. To the extent that rewardable sales occur where Products are delivered for purchase inside the United States, Bonuses on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, LLC.
 - b. MonaVie Exporting, a MonaVie affiliated entity, has the responsibility to promote the sale of Products internationally. To the extent that rewardable sales occur where Products are delivered for purchase outside of the United States, Bonuses on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, MonaVie Exporting or its assigns. Nevertheless, for administrative convenience, Bonuses paid under the Compensation Plan generally should be issued on a single cheque or similar instrument or transaction, combining, for my convenience, the Bonuses earned by both U.S. and non-U.S. sales.
10. Amendments. MonaVie may be required to amend the agreement from time to time. MonaVie agrees to notify me of the amendments, which I may accept or reject. If I reject the amendments, the Agreement will remain in full force and effect until the end of its then current term or earlier termination of the agreement.
11. Term and Termination. The term of this agreement is one year, subject to earlier termination in accordance with this agreement or in accordance with law. If this agreement is not renewed, or if it is terminated for any reason, I understand that my right to sell MonaVie products and receive Bonuses in respect of my activities as an independent distributor will cease. MonaVie reserves the right to terminate this agreement at any time upon 30 days notice if MonaVie elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products via direct selling channels, or at any time upon not less than 7 days notice and without further notice if the independent distributor breaches this agreement and fails to remedy the breach before the end of the notice period. I may terminate this agreement at any time, and for any reason, upon written notice to MonaVie at cancel@monavie.com or its principal business address.
12. Assignment. I may not assign any rights under this agreement without the prior written consent of MonaVie, but may, at my own expense, engage or employ others to conduct, or assist

- me in conducting my activities as an independent distributor.
13. License to Use Marks. If I achieve the rank of Diamond or such other rank as MonaVie may from time to time decide, then MonaVie grants to me a non-exclusive, royalty free, revocable licence to use the intellectual property in MonaVie's name, trade marks (whether registered or unregistered), and other intellectual property rights in any materials or documents pertaining to the subject matter of this agreement for the purpose of promoting the products and sourcing potential customers. I agree that MonaVie may impose restrictions on my use of MonaVie's name, trade names and trademarks, logos and other intellectual property and advertising in order to protect the rights, reputation and image of MonaVie, provided that such restrictions are applied to all distributors generally. I also agree to not apply singly or in association with any other party for registration of any intellectual property owned by MonaVie capable of registration but not registered and to give all reasonable assistance, at MonaVie's reasonable cost, to assist MonaVie to register any such intellectual property.
 14. Territories. I understand that MonaVie places no restrictions on me as to the territory in which my activities may be conducted within the Commonwealth of Australia.
 15. Beneficial Interest. I agree that I may not have a beneficial interest in more than one distributorship unless authorized by the compensation plan. "Beneficial interest" means a legal or equitable right, whether granted by law, contract, or practice, to direct, control, own, participate in or be the beneficiary of the direction, control, ownership, or participation of another person. I agree that my spouse or partner residing with me has a beneficial interest in my Distributorship. Also, if I am a legal entity, then all possessing a right to control me, including but not limited to my shareholders, officers, directors, or members or managers, as the case may be, possess a beneficial interest in my distributorship and may not hold a beneficial interest in another distributorship. I understand that normally, the Company deems all persons residing in my household as holding a beneficial interest in my distributorship. However, if I can provide adequate proof that another adult who is not a spouse is operating a distributorship separately from mine, the Company will waive this rule until circumstances change. If a member of my household engages in any act or omission that, if performed by me would violate the Agreement, I agree that the Company may impute such act or omission to me as if I had violated the Agreement.
 16. Unfair Competition.
 - a. Nonsolicitation during Agreement. I agree that I am free to participate in other direct selling, multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, unless authorized in writing by an officer of the Company, during the term of this Agreement, I agree that I shall not directly or indirectly solicit, recruit, or attempt to solicit or recruit other MonaVie distributors to any other Network Marketing business, other than those I have personally introduced and enrolled. If I participate in another Network Marketing business, I agree that I shall operate my distributorship entirely separate and apart from it. Accordingly, if participating in another Network Marketing business, I agree that: (i) I shall not display any non-MonaVie products and sales aids with, or in the same location as MonaVie products or sales aids; (ii) I shall not offer any non-MonaVie program, opportunity, product, or service in conjunction with the MonaVie opportunity or products to prospective or existing distributors; (iii) I shall not offer any non-MonaVie opportunity, products, or services at any MonaVie-related meeting, seminar or convention, or within two hours and a five mile radius of the MonaVie event. If the MonaVie meeting is held telephonically or on the internet, any non-MonaVie meeting must be at least two hours before or after the MonaVie meeting, and on a different conference telephone number or internet web address from the MonaVie meeting.
 - b. Nonsolicitation After Termination. For a period of twelve (12) calendar months following termination of the Agreement, with the exception of those distributors I personally introduced, I may not recruit any distributor for another Network Marketing business. I recognize that because network marketing is conducted through networks of independent contractors in many countries, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provisions herein would render it wholly ineffective. Therefore, I agree that this non-solicitation provision shall apply to all markets in which MonaVie conducts business. This subsection shall survive termination of the Agreement.
 - c. Not Applicable to Trade Secrets. Notwithstanding any other provision of this Agreement, I agree that I shall never use our trade secrets and confidential information, as further described herein, to solicit, recruit, or attempt to solicit or recruit, whether directly or indirectly, other MonaVie Distributors or Customers to any other Network Marketing business.
 - d. Sale of Competing Goods or Services. While a distributor, I agree to not sell, or attempt to sell, any programs, products, or services to MonaVie customers or distributors that compete with MonaVie products. Any program, product, service, or network marketing opportunity in the same generic categories as our product is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors. These limitations do not include nor prevent Black Diamond Executives and above from selling sales tools as authorized herein.
 - e. Targeting Other Direct Sellers. I agree to refrain from systematically targeting members of another network marketing business to be a distributor. If any lawsuit, arbitration, or mediation is brought against me alleging that I engaged in such prohibited activity, I shall indemnify MonaVie against all claims, actions, suits, and demands arising from or related to the systematic targeting.
 17. Diamond Covenants Regarding Competition. This section applies to distributors who have reached the rank of Diamond Executive or higher and supersedes any inconsistent provisions of sections 16.c and 16.d.
 - a. Definitions. For purposes of this section only, the terms listed below shall have the following meanings:
 - i. "Competitor" means any person or entity who now or in the future directly or indirectly competes with MonaVie by marketing, promoting or selling products of the same or similar type to MonaVie's products by direct selling or multi-level marketing methods.
 - ii. "Distributor Lists" means all distributors, organization lists, names, addresses, emails addresses, telephone numbers contained in the MonaVie database, in any form, including, but not limited to hard copies, electronic or digital media.
 - iii. "Personally Sponsored" means those distributors personally introduced, registered and personally enrolled by Distributor into Distributor's personal enrollment tree and included in Distributor Lists in the Mona Vie database.
 - b. Engaging in Competitor Business. I understand that I am not restricted from engaging in the business of any Competitor except as set forth in subsections c and c herein. If during the term of this Agreement I engage in the business of a competitor as an independent distributor, principal, or investor, I understand that I will continue to be entitled to Team Bonuses as defined in the then current Compensation Plan if

- I am otherwise entitled to them; however, I agree that I will forego and forfeit any Executive Check Match, participation in the MonaVie Leadership Pool, incentive trips, vehicles, cash awards, bonus payments or other incentive or Black Diamond awards or such other benefits as MonaVie may determine from time to time.
- c. Non-Solicitation. I covenant and agree that during this Agreement and for a period of twelve (12) months from its termination, I will not contact, solicit or assist in the solicitation, directly or indirectly, of any distributors in the Territory, except those distributors that are my Personally Sponsored, for any Competitor of MonaVie.
- d. Non-Disclosure. I covenant and agree that I will not use or disclose, divulge, or communicate to any person or entity, for any purpose or reason whatsoever the Distributor Lists or other proprietary property of Mona Vie by any means, direct or indirectly through in manner whatsoever. I acknowledge that the Distributor Lists are confidential and are the proprietary property and trade secrets of MonaVie. The Distributor Lists are for my exclusive and limited use to facilitate the furtherance of MonaVie related business only. I agree to hold confidential and not disclose any Distributor List or portion thereof in any manner to any third person or entity and to limit use of the Distributor List to their intended scope of furthering the Mona Vie business. I agree to return to Mona Vie any Distributor List or portion thereof or copies thereof in any medium. This provision shall survive the Termination of this Agreement.
- e. Enforceability and Severability. It is the desire and intent of the parties that the provisions of this section be enforced to the fullest extent permissible under the laws and public policies applied in the applicable jurisdiction. Accordingly, if any particular provision of this section shall be adjudicated to be invalid or unenforceable, it is the specific intent and agreement of the parties hereto that such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable. In addition, if the scope of any restriction or covenant contained in this section is too broad to permit enforcement thereof to its fullest extent, then it is the specific intent and agreement of the parties that such restriction or covenant shall be enforced to the maximum extent permitted by law, and I and MonaVie hereby consent and agree that such scope shall be judicially modified accordingly in any proceeding brought to enforce such restriction. The terms, conditions and obligations of this section shall survive any termination of this Agreement.
18. Release and Indemnification. To the maximum extent permitted by law, MonaVie, 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 MonaVie and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the agreement or arising from the promotion or operation of my MonaVie business and any activities related to it, except such as relate to the inherent quality and fitness of MonaVie's products for which MonaVie is responsible. I further agree to release to the maximum extent permitted by law MonaVie and its affiliates from all liability arising from or relating to: (a) my breach of this agreement; (b) the promotion or operation of my MonaVie business and any activities related to it, including, but not limited to, the presentation of MonaVie products or the MonaVie Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and agree to indemnify MonaVie and its affiliates for any liability, damages, fines, penalties; (c) any incorrect data or information provided by me to MonaVie; (d) my failure to provide any information or data necessary for MonaVie to operate its business; or (e) awards arising from any unauthorized conduct that I undertake in operating my business. I further agree to indemnify MonaVie for any liability, damages, fines, penalties or other awards arising from any unauthorized conduct that I undertake in operating my MonaVie business.
19. Termination. Upon termination of this agreement for any reason I shall immediately discontinue any use of MonaVie materials which are authorised only for use by distributors, upon request by the MonaVie return to MonaVie any printed materials or literature furnished or made available by MonaVie for the exclusive use of its distributors, and do such other acts and things as MonaVie may reasonably require to eliminate any identification or representation of me as a distributor associated with MonaVie.
20. Packaging and Labeling. I agree to refrain from relabeling or repackaging any MonaVie products.
21. Confidentiality. Except as required by law, I shall keep confidential all information and trade secrets of or used by MonaVie relating to MonaVie's marketing plan system, and MonaVie's operations and affairs in general, and all other information treated by MonaVie as confidential and disclosed by MonaVie (including but not limited to activity reports and Distributor Lists as defined in paragraph 17.a.ii, and shall not disclose such information and trade secrets to persons other than my officers, agents, employees or advisers. I agree that my obligations under this clause continue notwithstanding termination of this agreement.
22. International Marketing. LLC own the world-wide distribution rights to the MonaVie products and opportunity. LLC may choose to open certain countries from time to time and may grant me limited rights to recommend applicants in those countries. I agree that I shall not recommend others who do not reside in countries authorised by LLC. Also, I agree to not distribute products outside of Australia. Additionally, because of important business, legal, and tax considerations, I shall not resell products to customers and distributors outside of Australia. Also, to preserve MonaVie's rights, I agree to never secure or attempt to secure approval for MonaVie's Products or business practices; register or reserve the Company names, trademarks, trade names, or Internet domain names; or establish any kind of business or governmental contact on behalf of the Company. I agree that my breach of any of these provisions shall require me to indemnify us against any claims, demands, actions, judgments, fines and penalties.
23. Release for use of Photo, Audio, or Video Image, and/or testimonial Endorsement. MonaVie may take photos, audio or video recordings, or written or verbal statements of me at Company events or may request the same directly from me. I agree to and hereby grant us the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of the Company, or in any other name. Regardless of any other agreements or contracts I may have with any other entity, I agree that any use by us as set forth in this section shall be royalty free, is a work made for hire, and is not subject to any other claim. I agree to defend and indemnify MonaVie against any claims by any other party arising out of our use of the rights granted herein. I confirm that the information I may give as a testimonial endorsement, or as represent-

ed in a photograph, video or audio is true and accurate to the best of my knowledge. I waive any right MonaVie may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be made of it.

24. Delays. MonaVie is not responsible for delays in the performance of its obligations under this agreement when performance is made commercially impracticable due to circumstances beyond its reasonable control.
25. Entire agreement. The agreement constitutes the entire contract between MonaVie and myself. Any promises, representations, offers, or other communications not expressly set forth in the agreement are of no contractual force or effect.
26. Waiver. Any variation or waiver of any breach of this agreement must be in writing and signed by or on behalf of both parties (in the case of variation), or by or on behalf of the party against whom any waiver is sought to be relied upon. Any waiver of any breach of this agreement shall not operate or be construed as a waiver of any subsequent breach.
27. Severability. If any provision of the agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the agreement will remain in full force and effect.
28. Privacy. MonaVie is committed to collecting and using personal information in a fair and lawful manner, ensuring its accuracy, keeping personal information only for lawful purposes, not using or disclosing such information in a manner incompatible with such purposes, and taking appropriate security measures against unauthorized access, disclosure or destruction. In addition to the personal information provided by the distributor in connection with its application to become a distributor, the distributor acknowledges that other personal information will be collected by MonaVie, including information generated as a result of its work as a distributor, such as sales figures and other performance details photographs, advancement information, status, or other business related information collectively referred to as "Personal Information"). I acknowledge that the Personal Information will be retained by MonaVie and will be used by MonaVie for marketing and other administration purposes. I acknowledge that MonaVie may from time to time disclose this Personal information in connection with such purposes to other members of MonaVie's group and to other distributors, all of whom may communicate with me, including by way of electronic messages. I consent to MonaVie collecting, retaining, processing and disclosing Personal information referred to above. Such information will be held by MonaVie. I understand that I have rights of access to, and correction of, this information.
29. Dispute Resolution. All disputes and claims relating to MonaVie, the agreement, or any other claims or causes of action relating to the performance of me or another distributor shall be settled totally and finally by arbitration as set forth herein. Nothing in the agreement shall prevent MonaVie from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
 - a. Mediation. If either party disputes a matter, prior to instituting arbitration, you and we agree to meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. An individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as

well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorneys fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah, and shall last no more than two (2) business days.

- b. Arbitration. If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration.
 - i. Governing Law and Arbitration. The State of Utah is the place of origin of this Agreement, and is where the Company accepted the offer of an Applicant to become a Distributor and where the Distributor entered into the Agreement with the Company. The Agreement is therefore governed by and to be construed in accordance with the laws of the State of Utah without reference to the conflict of laws principles thereof, and the arbitration provisions herein are governed by the Utah Uniform Arbitration Act, Utah Code Ann. Sections 78-31a-101, et seq. (the "Act"), except as such requirements may be specifically varied and modified by the terms set forth herein.
 - ii. Mandatory Arbitration. Any controversy or claim arising between Company and the Distributor, including any controversy or claim arising out of or relating to the Agreement or the breach thereof, or any controversy or claim relating to the business arising between Distributors, shall be resolved by mandatory, binding arbitration in Salt Lake City, Utah, in the United States of America, to be conducted in the English language. Distributor hereby submits to the arbitral jurisdiction set forth herein, and, with respect to any matters not determined by or subject to arbitration, to the personal jurisdiction of the state and federal courts within Salt Lake City, Utah. The arbitration shall be initiated by service of written demand for arbitration on the responding party. Distributor hereby consents to service of such demand by mail to the address for such Distributor on file with the Company and waives all rights and defenses as to insufficiency of service of process as may be applicable under the laws of the United States or any other country.
 - iii. Arbitrator. There shall be one arbitrator, who shall be impartial, independent, and mutually agreed upon by the parties to the arbitration within 30 days following receipt of the written demand for arbitration. If the parties do not reach agreement on a single arbitrator within such period, the parties shall obtain a judicial appointment of an arbitrator pursuant to the Act, Section 78-31a-112.
 - iv. Process and Powers. The arbitration and all pre-hearing matters, including discovery, shall be governed by and conducted in accordance with the Utah Rules of Civil Procedure and the Utah Rules of Evidence. The arbitration and all proceedings associated therewith are private proceedings and not subject to any public right of access. The arbitrator shall have the authority to enter appropriate protective orders to preserve the confidentiality of the proceedings and information exchanged in discovery. The arbitrator shall have the authority, power, and jurisdiction to grant both legal and equitable relief, including temporary, preliminary, and permanent injunctive relief, and the parties hereto hereby submit to the jurisdiction of the arbitrator for all such relief. The arbitrator shall also have the sole and exclusive authority to determine whether any particular issue is subject to arbitration under this Agreement.
 - v. Award. The arbitration award shall be a reasoned award, given in writing, and shall be final and binding

on the parties hereto and not subject to any appeal, except as specifically provided in the appeal provision below. Judgment upon the award rendered may be entered in any court having jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. Execution upon any such judgment shall be governed by the laws of the State of Utah, and the parties hereto agree unconditionally to recognize an arbitration award rendered in connection with this Agreement as binding and compulsory and subject to execution pursuant to any applicable laws.

vi. Appeal. Should the Arbitrator enter an award against any party for a sum in excess of twenty-five thousand dollars (\$25,000), or enter an award constituting permanent injunctive relief against any party, the party against whom such an award has been entered may appeal the award to a private arbitration panel of three impartial and independent arbitrators mutually agreed upon by the parties (the "Appeal Panel"). Any such appeal must be taken by written notice served no later than thirty (30) days after the party has received the written award. If the parties do not agree on three arbitrators within 30 days of the date of the arbitration award, the Appeal Panel shall be judicially appointed in accordance with the Act, Section 78-4331a-112. The appeal shall be conducted in Salt Lake City, Utah, in the United States of America, in the English language. Upon briefing of relevant issues by the parties, and oral argument if requested by the parties, the Appeal Panel shall review and correct the award for (1) any error of law, (2) a failure of substantial evidence to support all or any element of the award, and (3) an error of a mixed question of fact and law. The

arbitration panel shall issue a reasoned decision, given in writing, which shall be final and binding on the parties and not subject to any appeal.

- vii. Costs. The parties shall equally share the assessed costs associated with the arbitration, including all arbitrator fees; provided, however, that the prevailing party in any appeal to the Appeal Panel shall be entitled to recover its share of the costs of such appeal from the non-prevailing party. The parties shall each bear their own attorneys fees in connection with the arbitration and any appeal, irrespective of which party prevails and any demand or request made for such fees.
- c. Other Remedies. Nothing in these Policies and Procedures shall prevent us from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect our interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
30. Jurisdiction and Venue. The parties consent to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. In the event of a dispute, the prevailing party shall be reimbursed attorney's fees and reasonable travel and accommodation costs by the other party.
31. Governing Law. 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.