



M O N A • V I E

MALAYSIA TERMS AND CONDITIONS

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I hereby submit my Application to become an independent distributor of MonaVie Malaysia 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 of legal age to enter into this contract.

1. Parties. I understand that I am contracting with MonaVie Malaysia Sdn Bhd ("MonaVie Malaysia") 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 Malaysia, LLC and MonaVie Exporting may be referred to collectively as "MonaVie."
2. Agreement. Unless otherwise defined herein, all capitalized terms shall have the same meaning assigned to such terms in the Policies and Procedures. The term "Agreement" shall mean the Distributor Application, the Compensation Plan, and the Policies and Procedures and any country or situation-specific addendum(s) thereto, and any other written agreement between me and MonaVie. I hereby agree to be bound by the Agreement
3. Rights. I understand that as a MonaVie independent distributor, I have the right (but not the obligation) to:
 - a. buy products from MonaVie Malaysia 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 Malaysia (subject to acceptance by MonaVie Malaysia);
 - 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 Malaysia products, and not in respect of the mere introduction of new distributors to MonaVie Malaysia.
4. 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 Malaysia, or in relation to MonaVie Malaysia products.
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, or similar matters. 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. Refunds and Product Returns. I agree that if I resell Product directly to a customer, I will adhere to MonaVie Malaysia's 100% satisfaction guarantee policy as per Addendum B of the Policies and Procedures 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 Malaysia agrees to replace to me up to one-half of the used portion of the returned product.
8. Adjustments to Bonuses. When a product is returned to MonaVie Malaysia 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. For administrative convenience, Bonuses paid under the Compensation Plan generally should be issued on a single cheque or similar instrument or trans-action, combining, for my convenience, the Bonuses earned by both U.S. and non-U.S. sales.
9. 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.
10. 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 Malaysia 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 AFTER NINETY (90) DAYS FROM ITS ACCEPTANCE HEREOF IF I HAVE NOT ORDERED ANY PRODUCT OR SPONSORED ANOTHER DISTRIBUTOR and 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.
11. No 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.
12. 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 Malaysia's products for which MonaVie Malaysia 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 Malaysia products or 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 unauthorised 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 unauthorised conduct that I undertake in operating my MonaVie business.
13. 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 unauthorised 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.
14. 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.
15. Packaging and Labeling. I agree to refrain from relabeling or repackaging any MonaVie products.
16. 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.
17. 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.
18. 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.
19. 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.
20. A faxed copy of the Agreement shall be treated as an original in all respects.
21. 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 as set forth in the Policies and Procedures. 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.
22. 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.
23. Cooling Off Period. You may cancel this Agreement within 10 business days after the day it was concluded. Please see Annexure 1.
24. For every purchase of Product made by a Distributor, MonaVie Malaysia will issue a sales receipt which shall contain the following information:
- a detailed description of the Products sold;
 - the total amount to be paid or provided by the Distributor, or if amount is not ascertainable at the time the contract is made, the manner in which it is to be calculated;
 - the time, place and method for payment to be made;
 - the time and place for delivery of Products; and
 - a notice in such form as may be prescribed informing the Distributor of his right to rescind the contract before the cooling off period. The rescission notice should substantially be in the form as set out in Annexure 1.

A sample of the notice is attached below for your ease of reference.

ANNEXURE 1

NOTICE OF RIGHT OF RESCISSION

BEFORE THE EXPIRY OF THE COOLING-OFF PERIOD

To: _____

(Insert name and address of distributor)

Take notice that you have the right to rescind the contract before the expiry of the cooling-off period, that is, before the end of the period of 10 working days commencing on the day after the date of the making of this contract by giving a notice in writing in the Form as set out in Part II below.

Date: _____

Signed: _____

Name: _____

(MonaVie Malaysia)

Address: _____

(Please Detach Here)

PART II

(Insert name and address of MonaVie Malaysia)

Take notice that I _____ of _____ hereby rescind the contract made by me on the _____ day of _____ 2010 to become a distributor of MonaVie/or to purchase MonaVie products.
(insert concise description of the goods) _____

Dated this _____ day of _____ 2010

(Insert signature, name, and address of prospective Distributor)

Signed: _____

Name: _____

Address: _____

