



M O N A • V I E

U.S. TERMS AND CONDITIONS

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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 of legal age to enter into a contract in the state where I reside.

1. Parties. I understand that I am contracting with MonaVie LLC ("MonaVie") for the promotion of certain sales as described below. I understand that I am also contracting with MonaVie Exporting, Inc. ("MonaVie Exporting") for the promotion of certain sales as described below. Hereinafter, MonaVie and MonaVie Exporting may be referred to collectively as the "Company."
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 the Company. I hereby agree to be bound by the Agreement.
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 commissions and other rewards that might be derived from conducting activities as an independent distributor of the Company, or in relation to MonaVie products.
4. Distributor Rights. I understand that as an independent Distributor of MonaVie, I have the right (but not the obligation) to:
 - a. buy from MonaVie and offer for re-sale MonaVie products in accordance with the Agreement in such manner as the Company 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 MonaVie independent Distributors (subject to acceptance by the Company);
 - 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 the Company.
5. Independent Contractor. MonaVie will not treat me as an employee for federal or state tax purposes.
6. 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.
7. Bonus Payments. I understand that I must not be in breach of the Agreement to be eligible to receive Bonuses pursuant to the Compensation Plan.
 - a. MonaVie has the responsibility to promote the sale of Products within the United States. To the extent that commissionable sales occur where Products are delivered for distribution inside the United States, Bonuses on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, MonaVie.
 - b. MonaVie Exporting, a MonaVie affiliated entity, has the responsibility to promote the sale of Products internationaly. To the extent that commissionable sales occur where Products are delivered for distribution outside of the United States, commissions 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 check or similar instrument or transaction, combining, for my convenience, the Bonuses earned by both U.S. and non-U.S. sales.
8. Amendments. The Company may be required to amend the Agreement from time to time. The Company agrees to notify me of the amendments, which I may accept or reject. If I reject the amendments, I agree that the Company may choose *not* to renew the Agreement when its term expires.
9. If I elect ACH for my AutoShip orders, the Company is hereby authorized and may debit my account for orders shipped on or after the date of payment, and I agree to maintain sufficient funds in my account to cover the automatic payments. In the event sufficient funds are not in my account to cover the automatic payment, MonaVie may stop shipment en route and may refuse to accept further orders with this payment method. Attempts may be made by MonaVie to reprocess the order; however, MonaVie makes no assurances that these attempts will be made. I shall indemnify and hold the Company harmless from any and all liability which may arise out of the Company's initiating an authorized debit to my account, except the liability to ship the product as ordered.
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. I may renew this agreement by continuing to order products or by accepting commission payments. The Company may refuse to renew this agreement for any reason. 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. The Company reserves the right to terminate this Agreement at any time 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 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 cancel this Agreement at any time, and for any reason, upon written notice to MonaVie at cancel@monavie.com.
11. AutoShip. I may choose to have Product sent to me monthly on an automatically processed order (AutoShip). To change any detail pertaining to my AutoShip order, my phoned request or my written request (from my email account of record or via regular mail and signed by me) must be received by MonaVie 72 hours in advance of the next shipment. All orders are subject to the sales tax of my region, which will be added to the order total. Shipping & handling charges will also be added. The credit card or bank draft listed on the Distributorship will automatically be charged for this order. Orders with declined bank drafts, or orders with declined or expired credit cards may not be processed. Attempts may be made by MonaVie to reprocess the order should a credit card decline; however, MonaVie makes no assurances that these attempts will be made. If a credit card is due to expire, a notice may be printed on the AutoShip invoice prior to expiration; however, I agree to be responsible for providing current payment. If an order cannot be processed due to payment difficulties, MonaVie will not be held responsible for personal volume

- shortfalls.
12. No Assignment. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of MonaVie. Any attempt to transfer or assign the Agreement without the express written consent of MonaVie renders the Agreement voidable at the option of MonaVie and may result in termination of my business.
 13. 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. I further agree to release MonaVie and its affiliates from all liability arising from or relating to: (a) my, or any other Distributor's, breach of the Agreement; (b) the promotion or operation of a MonaVie business by me or any other Distributor and any activities related to it, including, but not limited to, the presentation of Products or the 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, or other; (c) any incorrect data or information provided by me or any other Distributor to MonaVie; (d) my, or any other Distributor's, 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.
 14. License to Use Certain Intellectual Property. The Company grants to me a non-exclusive, royalty free, revocable license 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 the Company 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.
 15. Entire Agreement. The Agreement, in its current form and as amended by the Company, constitutes the entire contract between the Company and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
 16. Waiver. Any variation or waiver by MonaVie of any breach of the Agreement must be in writing and signed by an authorized officer of MonaVie. Waiver by MonaVie of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
 17. 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.
 18. 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.
 19. 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.
 20. Dispute Resolution. All disputes and claims relating to the Company, 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 in the Policies and Procedures. Nothing in the Agreement shall prevent the Company 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.
 21. 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. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against MonaVie with jurisdiction and venue as provided by Louisiana law.
 22. Limitation of Action. If a Distributor wishes to bring an action against MonaVie 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. Failure to bring such action within such time shall bar all claims against MonaVie for such act or omission. Distributor waives all claims that any other statutes of limitations apply.
 23. Montana Residents. A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment, and may return his or her distributor kit for a full refund within such time period.