

## Independent Elite Fit Forever Distributor Application and Agreement Terms and Conditions

*As used throughout these terms and conditions, "Agreement" collectively refers to the Elite FitForever Independent Distributor Application and Agreement, Policies and Procedures, Marketing and Compensation Plan, and any other document incorporated by reference in the aforesaid. These documents, in their current form, and as may be amended by Elite FitForever, LLC. (hereinafter referred to as "Elite FitForever" or the "Company") at its sole discretion, constitute the entire contract between the Company and the Distributor. No other representation, promise, or agreement, shall be binding on the parties unless in writing and signed by an authorized officer of the Company.*

1. I certify that I am at least 18 years old (or of contractual age in my state of legal residence) and that all information I provided on this Application is accurate. I understand that the Company requests my personal tax identification number solely for the purpose of reporting income to the Internal Revenue Service. Under its right of contract, the Company maintains the right to decline my application if I do not provide a valid tax identification number.
2. I understand that I am not required to make any product purchases in exchange for the right to distribute Elite FitForever pursuant to this Agreement, with the exception of a required Business Kit (except in North Dakota), which is non-commissionable, and provided at cost.
3. I understand that Elite FitForever does not accept initial applications from business entities. Once my personal application is accepted, I will have the option to add a business entity to my account in accordance with the Elite FitForever Policies and Procedures.
4. I understand that as an Elite FitForever Distributor: a) I am granted the non-exclusive right to offer for sale Elite FitForever products and services in accordance with the Agreement, b) I have the right to enroll qualified persons in Elite FitForever, and c) if qualified, I have the right to earn commissions pursuant to the Elite FitForever Compensation Plan.
5. I agree to abide by the Elite FitForever Policies and Procedures, including without limitation, the Elite FitForever Terms of Use Policy which is applicable to the website, social media and mobile applications.
6. I agree to present the Elite FitForever Marketing and Compensation Plan and Elite FitForever products and services only as set forth in literature that is officially produced by the Company.
7. I agree that as an Elite FitForever Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of the Company. I understand and agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, Internet, telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF THE COMPANY FOR ANY PURPOSE. The Company is not responsible for tax withholding, and reserves the right to refuse to withhold or deduct from my bonuses and commissions, if any, FICA or taxes of any kind, even if requested or agreed to by me in order to comply with any governmental order of backup withholding. I understand I am responsible to pay all applicable federal and state taxes and/or license fees, including FUTA and state unemployment and workers compensation taxes that may become due as a result of my activities as an Independent Distributor.
8. If eligible, I will be compensated for the products I sell and those products sold through my sales organization. I acknowledge and agree the Company never compensates for the mere act of sponsoring. I acknowledge and agree that the sale of products to end consumers must be emphasized in all presentations. To purchase goods or services, consumers do not have to become a distributor. Instead, they can purchase Elite FitForever products from a distributor or become a member.
9. I understand that Elite FitForever's program is built upon retail sales to the ultimate consumer. I am entitled to purchase product for my own personal or family use, and understand that Elite FitForever prohibits the purchase of product or large quantities of inventory solely for the purpose of qualifying for bonuses or advancement in the marketing program. By placing subsequent product orders, I certify that I sold at least 70% or more of all products that I previously purchased. Products certified as sold under this 70% rule are not eligible for repurchase.
10. I agree I shall not communicate or otherwise make available any content or communication that: suggests that participating in the Elite FitForever opportunity will result in a lavish lifestyle or otherwise unrealistic earnings potential; is false, harmful, threatening, abusive, tortious, defamatory, libelous, disparaging (including disparaging of Elite FitForever or any affiliates or partners), vulgar, obscene, pornographic or that promotes violence, racial hatred, terrorism or illegal acts, or is otherwise objectionable; as to the curative or health enhancing powers of any substance, whether or not such substance is produced, marketed, sold or distributed by Elite FitForever; or otherwise violate any applicable local, state, federal or international law, rule or regulation.
11. I agree to hold and treat in confidence all non-public information in connection with the Company, including, without limitation, the offerings, products, services, software, systems, plans, strategies, financials, training materials, customers, suppliers and partners, and I shall not use or disclose such information except as expressly required in my authorized performance of obligations under this agreement. I shall implement and maintain safeguards to further assure the confidentiality of such information. I further acknowledge and agree not to share or disclose any (a) personal identifiable information or protected health information of any person with any third party except as expressly permitted by Company's Privacy Policy as applicable to such person, (b) protected health information with any covered entity, as defined by the Health Insurance Portability and Accountability Act ("HIPAA") and related regulations, or (c) financial information except as expressly permitted and in accordance with applicable law.
12. I have carefully read and agree to comply with the Agreement, as well as all policies, including, without limitation, those policies applicable to my use of any related website and other electronic communications, as the foregoing may be updated by Company from time-to-time. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Elite FitForever. I understand that these Terms and Conditions, the Elite FitForever Policies and Procedures, or Elite FitForever Marketing and Compensation Plan may be amended at the sole discretion of the Company, and by submitting this application I agree to abide by all such amendments. Amendments shall be binding immediately after notification is released. The continuation of my Elite FitForever business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
13. The term of this agreement is one year (subject to prior cancellation for inactivity pursuant to the Policies and Procedures). If I fail to annually renew my Elite FitForever 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 Elite FitForever 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 non-renewal, 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. If I violate this agreement or any Elite FitForever policy (in the sole discretion of Company), the Company may terminate this agreement at any time upon notice to me. The Company reserves the right to terminate all or all related Independent Distributor Agreements upon 30 days notice.
12. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of the Company. Any attempt to transfer or assign the Agreement without the express written consent of the Company renders the Agreement voidable at the option of Company and may result in termination of my business.
13. I understand that if I fail to comply with any of the terms of the Agreement, the Company may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures, up to and including the termination of my Distributorship. 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.
14. I represent and warrant that my participation as an Elite FitForever Distributor does not breach, violate, or otherwise interfere with any current agreements, past agreements, or surviving clauses of previous agreements, into which I have entered with any other multilevel marketing, direct sales, or other business venture.



