

TERMS & CONDITIONS

1. Upon acceptance of this Application, I understand I will become an Independent E. EXCEL ("E. EXCEL") Distributor. As an E. EXCEL Distributor, I understand:

- a. I have the right to purchase products and services from E. EXCEL at the Distributor price.
- b. I have the right to offer for sale E. EXCEL products and services in accordance with these Terms and Conditions.
- c. I have the right to enroll people in E. EXCEL.
- d. I will assist, supervise, train and motivate the Distributors in my Downline marketing organization.
- e. I will comply with all federal, state, county and municipal laws, ordinances, rules and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
- f. I will perform my obligations as a Distributor with honesty and integrity.
- g. I will only use the sales contracts and order forms which are provided by E. EXCEL for the sales of its goods and services, and I will follow all policies and procedures established by E. EXCEL for the completion and processing of such contracts and orders.

2. I agree to present the E. EXCEL Compensation Plan and E. EXCEL products and services as set forth in official E. EXCEL literature. In so doing, I shall emphasize that retail sales are a requirement, that no purchase of products is required, that no recruitment fees are paid on the enrollment of other Distributors and that no earnings are guaranteed from participation in the Compensation Plan. I will make no claims regarding potential income, earnings, products or services beyond what is stated in official E. EXCEL literature. Unless I have received express written permission from E. EXCEL, I will not:

- a. use, produce, create, publish, distribute or obtain from any source other than E. EXCEL, any literature, recordings (audio, video or otherwise), sales or enrollment aids relating to E. EXCEL products, services or the E. EXCEL Compensation Plan;
- b. use or display any E. EXCEL trademarks, trade names, service marks, logos, designs or symbols;
- c. advertise E. EXCEL products, services or the E. EXCEL opportunity.

3. I agree that as an E. EXCEL Distributor I am an independent contractor, and not an employee, agent, partner, legal representative or franchisee of E. EXCEL. I am not authorized to and will not incur any debt, expense, obligation or open any checking account on behalf of, for or in the name of E. EXCEL. I understand that I shall control the manner and means by which I operate my E. EXCEL distributorship, subject to my compliance with these Terms and Conditions, the E. EXCEL Policies & Procedures and the E. EXCEL Compensation Plan (all of which are collectively referred to as the "Agreement"). 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 E. EXCEL FOR FEDERAL OR STATE TAX PURPOSES. E. EXCEL is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between E. EXCEL, Inc. and all appropriate taxing jurisdictions and all related rules and procedures.

4. I have carefully read and agree to comply with the E. EXCEL Policies & Procedures and the E. EXCEL Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from E. EXCEL. I understand that these Terms and Conditions, the E. EXCEL Policies & Procedures or the E. EXCEL Compensation Plan may be amended from time to time, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official E. EXCEL materials and sent to all Distributors. The continuation of my E. EXCEL distributorship or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. The term of this Agreement is twelve months from the date of acceptance by E. EXCEL. If I fail to renew my E. EXCEL 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 E. EXCEL 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 nonrenewal, I agree to 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.

6. I understand that the only expense required to become an E. EXCEL Distributor is the purchase of an at-cost E. EXCEL Distributor Kit (the purchase of the Distributor Kit may be optional in some states. See the Policies & Procedures).

7. I understand and agree that my remuneration will consist solely of commissions, overrides or bonuses derived from the sale of E. EXCEL products. I understand that I am not guaranteed any income, nor am I assured any profits or success.

8. I understand that this Agreement is personal to me. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of E. EXCEL. Any attempt to transfer or assign this Agreement without the express written consent of E. EXCEL renders this Agreement voidable at the option of E. EXCEL and may result in termination of my distributorship.

9. I understand that if I fail to comply with the terms of this Agreement, E. EXCEL may, at its discretion, impose upon me disciplinary action as set forth in the Policies & Procedures. If I am in breach, default or violation of this 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. If I fail to pay for products or services when payment is due, I authorize E. EXCEL to withhold the appropriate amounts from my bonus or commission checks, to charge my credit cards or debit my checking accounts, if any, which I have authorized E. EXCEL to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.

10. E. EXCEL, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as "affiliates"), shall not be liable for, and I release E. EXCEL and its affiliates from, and waive all claims for consequential and exemplary damages. I further release E. EXCEL and its affiliates from all liability arising from or relating to the promotion or operation of my E. EXCEL business and any activities related to it (e.g., the presentation of E. EXCEL products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

11. This Agreement, in its current form and as amended by E. EXCEL at its discretion, constitutes the entire contract between E. EXCEL and myself. Any promises, representations, offers or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies & Procedures), this Distributor Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies & Procedures (in their current form or as subsequently modified), the Policies & Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

12. Any waiver by E. EXCEL of any breach of this Agreement must be in writing and signed by an authorized officer of E. EXCEL. Waiver by E. EXCEL of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

13. In the event that a provision of this 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.

14. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, unless the laws of the state in which I reside expressly require the application of its laws. Except as set forth in the E. EXCEL Policies & Procedures, or unless the laws of the state in which I reside expressly prohibit the consensual jurisdiction and venue provisions of this Agreement, in which case its laws shall govern, all disputes and claims relating to E. EXCEL, the Distributor Agreement, the E. EXCEL Compensation Plan or its products and services, the rights and obligations of an independent Distributor and E. EXCEL, or any other claims or causes of action relating to the performance of either an independent Distributor or E. EXCEL under the Agreement or the E. EXCEL Policies & Procedures shall be settled totally and finally by arbitration in Provo or Salt Lake City, Utah, or such other location as E. EXCEL prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. The parties shall be allowed all discovery rights pursuant to the Federal Rules of Civil Procedure. If a Distributor files a claim or counterclaim against E. EXCEL, a Distributor shall do so on an individual basis and not with any other Distributor or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

15. The parties consent to jurisdiction and venue before any federal or state court in Utah or Salt Lake County, State of Utah for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.

16. I grant E. EXCEL an irrevocable license to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising and/or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished material.