

VELOCITY INTERNATIONAL MARKETING TERMS OF AGREEMENT

1. I, the undersigned applicant am of legal age in the state in which this agreement has been executed by me and understand this Agreement is not binding until receipt and acceptance by Velocity International Marketing hereinafter (COMPANY) at its home office in Owensboro, KY.
2. I understand that there is no charge or purchase requirement to become a COMPANY Registered Distributor. I agree to represent the COMPANY Compensation Plan fairly and completely emphasizing that retail sales are a requirement and that no fee can be derived from the mere act of recruiting.
3. I agree to operate my business in accordance with all rules, regulations and policies set forth by COMPANY in this Agreement and the Distributor Guide.
4. I will become an Independent Contractor upon acceptance of this application by COMPANY at its offices in Owensboro, KY and will at that time have the right to sell COMPANY products and services in accordance with the COMPANY Compensation Plan. The COMPANY reserves the right to decline this application at its discretion.
5. This agreement may not be assigned or transferred without written consent of the COMPANY. I understand that my Registered Distributor Business can be inherited or bequeathed, but cannot be transferred or assigned during my lifetime without written consent of the COMPANY which consent will not be unreasonably withheld.
6. As a COMPANY Registered Distributor, I am an Independent Contractor and this does not constitute the sale of any franchise, security, nor the making of any investment.
7. I understand that I may not use the COMPANY trademarks, trade names, service marks or registrations except in materials provided by the COMPANY. I understand that promotions and all materials using the COMPANY and associated company trademarks logos or registrations must have prior written approval.
8. I acknowledge that I am an Independent Contractor and will comply with Federal, State and local laws in the practice of my business. I understand and agree that I will not be treated as an employee with respect to such services for Federal or State tax purposes, including but not limited to the Federal Insurance Contribution Act, the Social Security Act, the Federal Employment Unemployment Tax Act, Income tax withholding at source or for any Federal, State and Federal income taxes as required by law.
9. I understand that the COMPANY has the right to initiate any action it deems appropriate including terminating any individual or company from participating.
10. I certify that neither the COMPANY nor my sponsor have made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts. I understand that I may not make any verbal or written statements regarding claims with regards to income or potential earnings that might result from my efforts. I understand that the COMPANY has not licensed or authorized me to give financial advice or opinions.
11. I understand that no attorney general or other regulatory authority ever reviews, endorses or approves any product, membership, compensation program or company, and I will make no such claim to others. In the event a question shall arise concerning legal compliance by the COMPANY, such shall be submitted to the COMPANY's Legal Department in writing.
12. I agree to indemnify and to hold the COMPANY harmless from any and all claims, damages and expenses, including attorney fees arising out of my actions and any conduct in violation of this agreement.
13. I hereby agree that I must train my personal sales organization. This includes advising each person in my personal sales organization of all the rules and regulations contained in the Distributor Guide.
14. I understand and will abide by all the COMPANY policies, rules and regulations as stated in this Agreement and the Distributor Guide. Further, I expressly agree that all of the terms and conditions in the Distributor Guide are herein incorporated by reference and for all purposes shall constitute part of this Agreement.
15. I agree to refrain from producing selling and using any written, recorded other promotional or advertising materials which have not been approved in writing or provided by the COMPANY.
16. If I recruit other Registered Distributors, I agree to perform a bonafide supervisory, distributive and selling function in the connection with the sale of the COMPANY's goods and services to the ultimate consumer.
17. I do not hold a beneficial interest in any other Registered Distributor Business other than my spouse's which is directly connected to my registered Distributor Business.
18. I understand that I have the right to terminate my Registered Distributor Business status at any time by sending written notice to the COMPANY. Such voluntary termination is effective upon receipt of such notice by the COMPANY and I may not reapply for a period of six months from date of termination. I also understand and agree that the COMPANY may involuntarily suspend and or terminate for cause, my Registered Distributor Business status at any time upon the notice stated in the Distributor Guide.
19. I understand that I am entitled to refund or replacement for products purchased by me pursuant to the refund policy stated in the Distributor Guide and I agree to abide by the the COMPANY Retail Customer Refund Policy contained therein.
20. In order to receive commissions and overrides. I understand that I must comply with the COMPANY 70% Rule and Retail Sales Rule contained in the Distributor Guide.
21. If under any applicable law or rule of any jurisdiction, any provision of this Agreement is held to be invalid or unenforceable, then the COMPANY shall have the right to modify such provision to the extent required to make it valid or enforceable. Such modification shall be effective only in the jurisdiction where it is required.
22. I agree as a condition of my receipt of commissions, distributors residing in the states of Georgia, North Dakota, Indiana, Michigan and West Virginia are limited to \$500 in purchases during their first six months as a distributor. Distributor purchases shall be automatically modified to comply with the exemption requirement set forth in any state's laws regulating business opportunities.
23. This Agreement and the COMPANY Distributor Guide which are hereto made a part of this agreement constitute the entire Agreement between me and the COMPANY and no other promises, representation, guaranties or agreements of any kind shall be valid unless in writing and signed by both partners, except as provided herein.
24. This Agreement is not intended and shall not be constituted to create a relationship of employer, employee, agency, partnership or joint venture between myself and the COMPANY. I understand that I have no authority to bind the COMPANY to any obligation.
25. I understand that the COMPANY rules, regulations and the Distributor Guide may be amended by the COMPANY from time to time. I also understand the COMPANY may amend the COMPANY Compensation Plan from time to time and I will be bound by it. Any such amendments will be published in the appropriate COMPANY literature and become effective upon publication. In the event of any conflict in terms on this Agreement or the Marketing Plan and any such amendment, the amendment will continue.
26. During the term of the Registered Distributor agreement or renewal, Registered Distributors shall not sell to other COMPANY Registered Distributors non-COMPANY products or services or in any way promote to the COMPANY Registered Distributors (other than those Registered Distributors personally recruited) opportunities in marketing programs of other companies. The promotion of products or services not associated with the COMPANY will not be tolerated at any place of business designated for the COMPANY.
27. On a periodic basis the COMPANY may supply confidential information in the form of data, genealogies, reports and other material which will provide information to the Registered Distributor concerning their organization. The Registered Distributor agrees upon receipt of said information that such information is proprietary and confidential to the COMPANY and is transmitted to the Registered Distributor in strictest confidence. The Registered Distributor agrees that he or she will keep the information confidential and not disclose such information to any third party directly or indirectly, nor use the information to compete with the COMPANY, directly or indirectly.
28. I understand and agree that the liability of the COMPANY and its officers, directors and shareholders to Independent Contractors for any claim whatsoever related to the relationship of the COMPANY and any Independent Contractor, including any cause of action sounding in contract for or strict liability, shall not exceed and be limited to the amount of unsold and unused COMPANY product inventory owned by the Independent contractor. In no event shall the COMPANY be liable to any Independent Contractor for any incidental, special, exemplary, or consequential damages.
29. I understand and agree that except as set forth in the COMPANY Distributor Guide, all claims and disputes relating to this Agreement, the right and obligation of the parties or any other claims or causes of actions relating to the performance of totally and finally by arbitration in the City of Owensboro, State of Kentucky in accordance with the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association. This Agreement is performable in Daviess County, Kentucky and governed by the laws of the State of Kentucky.
30. Notice shall be deemed given when delivered in person or when deposited in the US Mail or with a national overnight delivery service to either party at the address provided in this Agreement. All mail must be certified to show actual mail date.
31. You may use your credit card for purchases of the COMPANY products, however, you may only use your card for your own purchases. You may not use your card to purchase product for another distributor.

REFUND AND EXCHANGE POLICY

Initial Product Orders

NO PURCHASE IS NECESSARY (other than a Distributor Product Package) to become a registered distributor of Velocity International Marketing.

Refund Policy

Any and all products purchased by a newly registered distributor on their initial product order are covered by the following standard Refund & Exchange Policy:

- a) any registered distributors may, within their first 30 days, request a refund of their initial product or sales aids purchase. see Refund and Exchange policy instructions for exact details
- b) to exercise this refund policy, products or product containers must be returned postpaid to company's principle place of business. Refund requests must be accompanied by an original signature of the refundee and a Return Authorization Code obtained by calling the company. All refunds shall be processed within 30 days of receipt of products less any commissions. Refunds will be issued in the form of payment presented to the company for the initial purchase.

Reorder Exchange Policy

The exchange policy is in effect for ALL distributors placing reorders and must be requested within 90 days of original purchase. All reorders are on an exchange basis only, NO REFUNDS WILL BE ISSUED.

- a) Exchanges will take place within 10 days of receipt of request for exchange. A Return Authorization Code is required. Those wishing to exchange products must request an exchange order form from the home office. Request for this form may be made by phone. All shipping shall be at the expense of the distributor. See Refund and Exchange policy instructions for exact details.