

Independent Distributor Agreement Terms and Conditions

1. I understand I will become an independent Distributor upon acceptance of this application by Synterra and agree to the terms and conditions contained herein.
2. I understand that as a Distributor: (a) I shall have the right to sell products and services offered by Synterra in accordance with this Agreement; (b) enroll new persons in Synterra; and (c) if qualified, I have the right to earn compensation in accordance with the Synterra Compensation Plan.
3. I understand that I am not required to purchase any products or make an investment in order to become a Distributor.
4. I agree that as a Synterra Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Synterra. 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 SYNTERRA FOR FEDERAL OR STATE TAX PURPOSES. Synterra is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand I have no authority to bind Synterra to any obligation and I will not for any reason incur any debt, expense or obligation on behalf of Synterra.
5. I have carefully read and agree to comply with the Synterra Policies and Procedures and the Synterra Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Synterra. I understand that these Terms and Conditions, the Synterra Policies and Procedures, or the Synterra Marketing and Compensation Plan may be amended at the sole discretion of Synterra, and I agree to abide by all such amendments. Notification of amendments shall be posted on Synterra' website. Amendments shall become effective 30 days after publication. The continuation of my Synterra business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Synterra. Any attempt to transfer or assign the Agreement without the express written consent of Synterra renders the Agreement voidable at the option of Synterra and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, Synterra may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. 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.
8. I understand that as a Distributor I am not guaranteed any income, nor assured of any profits or success. I understand that any financial reward will be based on ability, personal effort, initiative, and successful sales efforts.
9. 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 Synterra 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 Synterra 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 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. Synterra reserves the right to terminate all Distributor Agreements 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 and/or services via direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to Synterra at its principal business address. Synterra may cancel this

Agreement for any reason upon 30 days advance written notice to Distributor.

10. I agree that the entire liability of Synterra and its affiliates for any claim whatsoever related to the relationship of Synterra and myself, including but not limited to, any cause of action sounding in contract or equality shall not exceed and shall be limited to, the amount of the products purchased from Synterra under this Agreement that are in resalable condition. Synterra, 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 Synterra 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 Synterra and its affiliates from all liability arising from or relating to the promotion or operation of my Synterra business and any activities related to it (e.g., the presentation of Synterra products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Synterra for any liability, claims, demands, judgments, damages, fines, penalties, attorney fees, or other awards arising from any conduct that I undertake in operating my business.

11. Any waiver by Synterra of any breach of the Agreement must be in writing and signed by an authorized officer of Synterra. Waiver by Synterra of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

12. In the event a provision of this Agreement is held to be unenforceable, such provision shall be reformed to the extent necessary to make it enforceable. The balance of this Agreement to remain in full effect.

13. The Agreement, in its current form and as amended by Synterra at its discretion, constitutes the entire contract between Synterra and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of California unless the laws of the state in which I reside expressly require the application of its laws. In the event of a dispute between a Distributor and Synterra arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. Synterra shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Distributor. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. If a Distributor files a claim or counterclaim against Synterra, a Distributor may do so only on an individual basis and not with any other Distributor or part of a class action.

15. The parties consent to jurisdiction and venue before any federal or state court in the State of California, 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 laws shall govern issues relating to jurisdiction and venue.

16. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

17. 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 starter kit for a full refund within such time period.

18. If any provision of this Agreement is held invalid, void, or voidable by an arbitrator or court of competent jurisdiction, such provision shall be reformed only to the extent necessary to make it enforceable and to reflect the intent of the parties as nearly as possible. All other remaining provisions shall remain in full force and effect.

19. I authorize Synterra to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

20. A faxed or digitally transmitted copy of this agreement shall be treated as an original in all respects.

PAYMENT AUTHORIZATION: I authorize Synterra to withdraw payment for my Autoship order(s) from my credit card or bank account identified on the front of this Agreement. If I have elected to pay by checking account debit, I hereby authorize Synterra to electronically withdraw payment from my checking account for orders I place

directly and for my Autoship orders as authorized herein. Synterra is authorized to withdraw payment equal only to the amount of the products, applicable sales tax, and shipping and handling of products that I order, or the Autoship orders I have selected. I agree to pay a \$20.00 service fee in the event a check or charge is returned for any reason. I have the right to have the amount of any erroneous withdrawal deposited into my account as soon as reasonably possible and upon proper notification to Synterra. I shall hold Synterra harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.

CHANGES: To change your Autoship order selections, method of payments, or the authorized amount, a new Order Form must be submitted to Synterra. If more than one Order Form has been submitted, the most recent Order Form will supersede all previous Order Forms. Synterra reserves the right to change its prices associated with its products without notice.

TERM: Your Autoship participation and payment authorization will remain in effect until you: (1) elect to alter or change any aspect thereof by submitting a new signed Order Form; (2) send, in writing, your cancellation to Synterra email, mail or fax to the email address, mailing address or fax number listed on the front of this Order Form (Notice must include your name, address, and Customer ID Number), or (3) stop payment of any withdrawals by Synterra by notifying your issuing bank at least three days prior to the scheduled charging of your account. Notice of cancellation must be received by the fifth of the month in order to avoid charges for that month. If a cancellation notice is received after the fifth of the month, cancellation will become effective in month following the month in which your notice of cancellation is received by Synterra.