

Elite Fit Forever TERMS & CONDITIONS

Application & Agreement, Policies & Procedures and Compensation Plan are specifically incorporated herein by reference. They, along with these Terms & Conditions, form the Agreement between:

Elite Fit Forever ("Company") and the Independent Sales Representative. They shall be effective only upon acceptance by the Company, at its principal office:

Elite Fit Forever

4302 Alton Road Suite 300

Miami Beach, FL 33140

United States

Independent Sales Representative AGREES:

1. Independent Sales Representative is of legal age in the state/province or country in which he/she resides.
2. Any Independent Sales Representative who sponsors another Independent Sales Representative or receives a Bonus or Commission on the product sales of another Independent Sales Representative must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of a product or service to the ultimate consumer and in the training of those personally sponsored. Independent Sales Representative must have ongoing contact, communication and arrangement with his or her sales organization. Examples may include, but not limited to: email, newsletters, correspondence, meetings, telephone contact, accompanying individuals to company training sessions and sharing genealogy information with those sponsored. Independent Sales Representative should be able to provide evidence to the Company of ongoing fulfillment of sponsor responsibilities.
3. Independent Sales Representative understands that he/she is not compensated for sponsoring other Independent Sales Representatives but earns compensation solely on the sale of products and/or services to ultimate consumers.
4. Applicant is, upon acceptance, an "Independent Contractor", hereinafter Independent Sales Representative, conducting business for her/his own account and not as an agent, employee, or franchisee for the Company. As such, must provide his/her Social Security or Federal Tax ID Number for tax reporting purposes on any monies earned within the country. All Independent Sales Representatives should consult their attorney or tax consultant for information on monies earned and where received. The Independent Sales Representative further understands that he/she will not be treated as an employee in regard to any laws covering employees. An Independent Contractor shall be responsible for obtaining all licenses required by law in whatever State, County or Country in which they reside, and pay all applicable fees and taxes.

5. Independent Sales Representative agrees to accept the sole responsibility for all self-employment and all legal country/federal and state and local income and sales taxes and any other taxes on income earned as an Independent Sales Representative. The Company will file appropriate tax earnings report forms on each Independent Sales Representative at the close of the calendar year for the amount of commissions and bonuses earned in their country of residence under this agreement.
6. Independent Sales Representative agrees that the Company is not be liable for city, county, state, local and country/federal income taxes, sales taxes or other fees pertaining to sales and earnings of a Independent Sales Representative and Independent Sales Representative will hold the company harmless from all of same.
7. Independent Sales Representative SHALL NOT promote or sell other companies' sales programs, products or Company functions on websites where Company is mentioned, or use the Company forms or printed materials or its name, prestige, or drawing power in conjunction with or in support of any other activities.
8. Independent Sales Representative shall not sponsor or attempt to sponsor another Company Independent Sales Representative into another Direct Sales and/or Network Marketing Company except for her/his personally sponsored Independent Sales Representatives. In addition, no Independent Sales Representative shall participate in any action that causes an Independent Sales Representative to be sponsored through someone else into another company.
9. Independent Sales Representative will make no claims as to income potential either written or oral except those prepared by the company for illustration purposes only.
10. Independent Sales Representative will not make any claims of any kind pertaining to the benefits of the company's products and services except those given in official company promotional media. When presenting the Company program to others, Independent Sales Representative shall present the program in its entirety, without omission, distortion or misrepresentation.
11. Independent Sales Representative shall not represent or imply, directly or indirectly, that the company has been approved or endorsed by any governmental agency. (Federal and State regulatory agencies do not approve or endorse any marketing company product or programs.)
12. Independent Sales Representative will indemnify and hold the company harmless from any and all claims, expenses, costs, causes of action and damages resulting from or growing out of Independent Sales Representative statements or actions in violation of this agreement.
13. Should Independent Sales Representative be terminated for cause, Independent Sales Representative's sales organization may be transferred

to his/her first active upline Independent Sales Representative at Company's sole discretion.

14. I understand that at least 70% of all of Distributor's wholesale purchases must be resold to customers that are not Independent Sales Representatives of Company and that I will not purchase products solely for qualification for a higher position, bonus or commissions.
15. All product(s) in *resalable condition* purchased within 90 days prior to termination may be returned (shipping prepaid). Company will repurchase such products at 90% of the original price less any bonus or commissions paid. All current sales aids and Company Business Kit in *resalable condition* purchased within 90 days prior to terminating may be returned (shipping prepaid). Company will purchase back such materials at 90% of original price. Any laws in any jurisdiction inconsistent herewith are adopted herein and will be followed.
16. The terminated Independent Sales Representative will be eligible to reapply and may choose a new sponsor after six (6) months. A terminated Independent Sales Representative that reenters the program may not sponsor any of her/his original downline organization.
17. Independent Sales Representative understands that Company does not permit changing of sponsors. Network Marketing is a business of creating relationships. Once an Independent Sales Representative is sponsored, the Company believes in maximum protection of that relationship.
18. Independent Sales Representative hereby supplies Elite Fit Forever with his/her signature for Company files and understands that this signature is the signature of record for all debit card, ACH and any future credit card transactions.
19. Independent Sales Representative without a sales tax ID number authorizes Company to remit to proper agencies the sales/use tax generated as a result of Independent Sales Representative's product sales.
20. Independent Sales Representative understands that Company will provide Independent Sales Representative a replicated Web Page, when available as part of . Company will deliver all items upon receipt of good funds.
21. As an Independent Contractor, Independent Sales Representative is aware of the contractual obligations that occur when she/he purchases products or services from Company. Independent Sales Representative understands that he/she maintains a greater responsibility when ordering on a credit card account as an informed Independent Sales Representative than when ordering as a customer. Independent Sales Representative therefore waives the right of cancellation or refund on any order placed on his/her credit card account(s) except directly through the Company. Any order returns, refunds or exchanges shall be done through Company and not through any credit card company.

22. In the event that any check (monies) by any method is returned unpaid, I authorize Elite Fit Forever to debit my account for the face amount plus up to a 10% failed payment processing fee. If said amount remains unpaid, I understand that I could lose my current status and that until my account is brought current I could forfeit certain rights and privileges, including commissions.
23. Independent Sales Representative understands that USA residents in the States of Maine, North Dakota, Michigan, Indiana, Iowa and West Virginia are limited to a total of \$495.00 in sales aids and personal wholesale product purchases from the Company during the first six months. Purchases shall be automatically modified to comply with the exemption requirements set forth in any country/states laws regulating business opportunities.
24. Company will pay Independent Sales Representative commissions and bonuses on orders received and accepted for sale of products to the ultimate consumer (not sales aids) made by Independent Sales Representative and his/her sales organization under the terms of Compensation Plan.
25. Company will retain full authority to accept or reject any Application or any order for products. Such refusal is solely within the discretion of the Company. No right of action against Company will arise because of any such acceptance or refusal.
26. Company reserves the right to amend, revise, institute, alter or modify changes including but not limited to prices, literature, policies, this Agreement and the Compensation Plan. Any such revisions become effective by email, letter(s) or by publication in official company literature or posted to Independent Sales Representative at his or her last known address. Independent Sales Representative agrees to be bound by these changes. Changes will become part of the agreement upon notification. The Distributor Compensation Plan and Policies and Procedures, and all modifications thereafter, are incorporated into and are a part of this agreement.
27. Company shall not be responsible for acts beyond its control, including but, not limited to: fire, flood, earthquake, storms, power outages, labor difficulty, equipment failure, supplier problems, or other difficulties that might prevent performance according to this agreement.
28. Company assumes no liability for personal injury arising from use or mishandling of any of the Company product(s).
29. Company does not require Independent Sales Representative to sponsor and does not require any fee, charge or initial product purchase to be a Independent Sales Representative.
30. Company reserves the right to terminate this agreement immediately upon receipt of sufficient information that Independent Sales Representative has

violated any term or condition of this agreement or has otherwise acted illegally or unethically.

31. Company will honor refund policies provided by any governmental law applicable to Independent Sales Representative.
32. Company requires that all Independent Sales Representative obey the letter and the spirit of the law.
33. I have not violated any non-competition, non-compete, non-solicitation, or confidentiality agreement entered into with any other organization or entity, and by becoming an Independent Sales Representative for Elite Fit Forever1 will not be violating any agreement or contract, including non-competition, non-compete, non-solicitation entered in with any other organization.
34. I approached Elite Fit Forever1 Inc, or any other Elite Fit Forever1 Independent Sales Representative, employee, or affiliate, about becoming a Elite Fit Forever1 distributor and requested to become a Elite Fit Forever1 distributor. Elite Fit Forever or any Elite Fit Forever1 Independent Sales Representative or any employees, agents, managers, members, or affiliates, has approached or solicited the undersigned about becoming a Elite Fit Forever1 Independent Sales Representative.