

The information set forth herein is true and correct and must be updated upon any change.

Date									
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## Corporate Information (For Distributors registering as a Corporation)

Corporation Name							Incorporation Date		
State of Incorporation							Federal Employer Identification No.		
Corporate Office Address									
City				State	Zip Code		Telephone Number (    )    -    -    -    -		

## Names of Officers

President							Social Security No.		
Vice President							Social Security No.		
Secretary							Social Security No.		
Treasurer							Social Security No.		

## Partnership Information

Please Check:  General Partnership  Limited Partnership  Charitable Organization

Name of Partnership									
Term of Partnership							Date of Partnership Agreement		
Address of Partnership									

**Name of each Partner** Please indicate which persons are Limited Partners and which are General partners. Attach separate sheet if necessary.

Name							Social Security No.		
Address				State	Zip Code		Telephone Number (    )    -    -    -    -		
Name							Social Security No.		
Address				State	Zip Code		Telephone Number (    )    -    -    -    -		
Name							Social Security No.		
Address				State	Zip Code		Telephone Number (    )    -    -    -    -		

I hereby agree to the terms and conditions contained on the reverse side of this page.

Signature			Date		Signature			Date	
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ITEM #		
610	BUSINESS KIT	19.95
	ADD LOCAL SALES TAX	
	HANDLING FEE	1.50
	TOTAL DUE	
The purchase of a Business Kit is required to become a Distributor		

PAYMENT METHOD FOR BUSINESS KIT									
AMOUNT	CHECK NUMBER		VISA	MC	DISCOVER	AMEX	ATTACHED CHECK		
CREDIT CARD EXPIRATION DATE	MO.	YR.	CARDHOLDER SIGNATURE						

**NOTE:** If you would like the convenience and savings of a monthly Automatic ReOrder (ARO) please refer to the Distributor Order Form.

## TERMS OF APPLICATION AND AGREEMENT

In acceptance of the Terms and Agreement below, Body Wise International, LLC ("herein referred to as Body Wise") and Applicant agree that:

**Independent Contractor.** I am of legal age to enter into this Application and Agreement (the "Agreement") in the state in which I reside. I am an independent contractor and not an employee of Body Wise. I will not be treated as an employee of Body Wise for federal or state tax purposes including with regard to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, Federal Insurance Contributions Act (FICA), or with regard to workers' compensation, any state unemployment act, or any other federal, state or local statute, ordinance, rule or regulation. I am responsible for all liability, health, disability, worker's compensation and other insurance. I am not authorized to bind Body Wise nor incur any obligation on behalf of Body Wise. In addition, I am solely responsible for the payment of all applicable federal, state and local income, unemployment, social security and other taxes and premiums and license requirements and fees attributable to my sales activities and earnings.

**Conduct of Business.** I agree to conduct myself in a legal, professional and ethical manner at all times. I am responsible for my own business activities and will promptly support and respond to my customers. I will make no statements or representations in promoting Body Wise, in sponsoring or training Distributors or in selling Body Wise's products and services, other than what is expressly permitted by the Policies and Procedures (the "Policies") and in other literature provided by Body Wise. I will make no claims or representations of actual or potential earnings, guaranteed or anticipated profits or sales success. I will not market, sell or make available Body Wise products through retail outlets. In the event I sponsor other Distributors, I agree to perform a bonafide supervisory, distributive and selling function in connection with the sale of Body Wise's products and services to the ultimate consumer. I will abide by all applicable federal, state and local laws or regulations, and the terms of this Agreement, the Policies and Procedures, and the Compensation Plan.

**Proprietary Rights/Use of Company Materials.** I acknowledge that Body Wise's trademarks, service marks, tradenames, patents and copyrighted materials are owned solely by Body Wise, and that use of such marks and materials by me must be in compliance with Body Wise's written policies. I will use only promotional or advertising materials which have been produced by Body Wise and/or approved in writing by Body Wise prior to use. I agree that Body Wise has the exclusive proprietary interest in its customer lists and information, distributor lists, manufacturing procedures, formulas, product development and in all operating, financial and marketing materials; and that all such information is confidential. I will use my best efforts to keep such information confidential, to disclose such information only as permitted by this Agreement and to use such information only in connection with the marketing and sale of products of Body Wise during the term of and after termination of this Agreement. Upon termination or non-renewal of this Agreement, I immediately will cease all use of Body Wise's trademarks, service marks and proprietary and confidential information and, if requested by Body Wise, return all such materials in my possession to Body Wise.

**Product Responsibility.** I agree to familiarize myself with all Body Wise products and product descriptions. I understand that the products are not offered for the treatment, prevention, cure or mitigation of any disease or disorder, either physical or mental and shall make no such representations. I agree that Body Wise's Distributors and Preferred Customers are strictly prohibited from participating in any diagnosis, prognosis, evaluating treatment, description management or remedies of any disease or physical or mental disorder.

**Term.** This Agreement shall be effective upon acceptance by Body Wise at its place of business in Tustin, California. Body Wise reserves the right, in its sole discretion, to decline any Agreement or any renewal thereof. Subject to the provisions of Section 10, the term of this Agreement will begin on the date of acceptance by Body Wise and end 12 calendar months later and will automatically be renewed on an annual basis following the terms of renewal in the Policies and Procedures (Fee schedule), unless written notice of non-renewal is given.

**Sales and Use Taxes.** Unless Body Wise notifies me otherwise, it will collect and remit all applicable sales and use taxes on products and materials purchased. The applicable rate of tax due shall be based on the address to which the product and/or material is shipped.

**Venue/Governing Law.** This Agreement is performable in California and governed by the laws of the State of California without reference to its conflict of laws rules. Venue for any legal action concerning this Agreement shall be in the state and federal courts located in Orange County, California.

**Retail Sales.** In order to receive commissions and overrides, I must comply with Body Wise's Seventy percent (70%) Rule and Retail Sales Rule as set forth in the Policies.

**Non-Solicitation/Sale of Other Products.** I agree that during the term of this Agreement and for a period of one year thereafter, I shall not, directly or indirectly, on my own behalf or on the behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any Distributor, employee, member, customer, supplier or vendor of Body Wise (a) to enter into any business relationship with any other direct sales or network marketing company or individual or (b) to terminate or alter his or her business or contractual

relationship with Body Wise. I agree that no products or services except for Body Wise's products or services shall be sold or shown at any event where Body Wise's products or services are sold or shown.

**Termination.** (a) I ACKNOWLEDGE THAT I AM FREE TO TERMINATE THIS AGREEMENT AT ANY TIME FOR ANY REASON. (b) Body Wise may terminate this Agreement immediately upon written notice for violating the terms of this Agreement, the Policies and/or the Compensation Plan. Where state laws on termination are inconsistent with this provision, then the applicable state law shall apply. Immediately upon termination or nonrenewal of this Agreement, I will (a) lose all rights to purchase products from Body Wise at Distributor cost; (b) lose all rights to all future commissions and earnings resulting; and (c) take all other actions reasonably required by Body Wise, including the discontinuance of Body Wise's trademarks and service marks.

**Refunds.** I agree to abide by Body Wise's retail customer refund policy, as set forth in the Policies with my customers. As more fully set forth in the Policies, I am eligible to receive a 100% refund for products purchased within 30 days after purchase date (excluding shipping and commissions earned). If I choose to terminate my relationship as a Distributor with Body Wise, I can return all unused items to Body Wise within 12 months of purchase and receive 90% money back (10% restocking fee is incurred for return).

**Transfer.** This Agreement may not be transferred or assigned by me without the prior written approval of Body Wise and then only in accordance with the Policies. Body Wise may assign this Agreement at any time.

**Amendment.** I acknowledge that Body Wise may amend this Agreement, the Policies, prices for product, company literature and/or the Compensation Plan, without prior notice, at any time, effective upon publication or transmittal of such amendment in official Body Wise publications, literature or voice mail, as applicable.

**Indemnification/Offset.** I agree to indemnify and hold harmless Body Wise, its subsidiaries, affiliates, and their shareholders, officers, agents, employees, and directors, from and against any claim, demand, liability, loss, cost or expense, including, but not limited to, court costs or attorneys' fees, asserted against or suffered or incurred by any of them by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, my: (a) activities as a Distributor including, without limitation, any unauthorized representations made by me; (b) breach of the terms of this Agreement; or (c) violation of or failure to comply with any applicable federal, state or local law or regulation. Body Wise shall have the right to offset any amounts owed by me to Body Wise (including, without limitation, the repayment of commissions as a result of product returns) against the amount of any commissions or bonuses owed to me.

**Injunctive Relief.** I agree that upon a breach of this Agreement that Body Wise will be immediately and irreparably harmed and can not be made whole solely by monetary damages. I agree that the remedy at law for any breach of any provision of this Agreement shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, Body Wise shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement.

**Attorneys' Fees.** Body Wise shall be entitled to its cost and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.

**General Provisions.** All rights, powers and remedies given to Body Wise are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of Body Wise to exercise any power or right under this Agreement or to insist upon strict compliance by me with any obligation or provision shall constitute a waiver of Body Wise's right to demand exact compliance therewith. If under any applicable law or rule of any applicable jurisdiction, any provision of the Agreement is held to be invalid or unenforceable, the remainder of the Agreement will be interpreted as best to reflect the intent of the parties hereto. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Agreement. Any notice which either party may be required or may desire to give shall be given as set forth in the Policies. My covenants and obligations to abide by the nonsolicitation and confidential information covenants contained herein and the Policies shall survive termination of this Agreement.

**Understanding and Entire Agreement.** I acknowledge that I have received, read and understand this Agreement, the Policies and the Compensation Plan (all of which are incorporated herein by reference). Such documents constitute the entire agreement between Body Wise and myself, supersede all prior agreements and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both parties.