

TERMS AND CONDITIONS

1. I understand that as a Nuvi Global Independent Business Owner (IBO):
 - a. I have the right to offer for sale Nuvi Global products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll persons in Nuvi Global.
 - c. If qualified, I have the right to earn commissions pursuant to the Nuvi Global Compensation Plan.

2. I agree to present the Nuvi Global Compensation Plan and Nuvi Global products and services as set forth in official Nuvi Global literature.

3. I agree that as a Nuvi Global Independent Business Owner (IBO) I am an independent contractor, and not an employee, partner, Independent Business Owner, or franchisee of Nuvi Global. 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 NUVI GLOBAL FOR FEDERAL OR STATE TAX PURPOSES. Nuvi Global is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.

4. I have carefully read and agree to comply with the Nuvi Global Policies and Procedures and the Nuvi Global 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"). In the event of a conflict between these Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If I have not yet reviewed the Policies and Procedures and/or Compensation Plan at the time I sign this Agreement, I understand that they are posted at www.nuviglobal.com, and are also in my Nuvi Global starter kit, and in my Nuvi Global Back Office. I will review the Policies and Procedures and Compensation Plan within five days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures or Compensation Plan, my sole recourse is to notify the company and cancel my Nuvi Global Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures and Compensation Plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Nuvi Global. By signing the Independent Business Owner (IBO) Agreement, a distributor agrees to abide by all amendments or modifications that Nuvi Global elects to make. Notification of amendments shall appear in Official Nuvi Global Materials. Price changes are not subject to prior notice and shall be effective upon publication. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment.

5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my Nuvi Global business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights

as an Independent Business Owner (IBO). I shall not be eligible to sell Nuvi Global 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. Nuvi Global reserves the right to terminate all Independent Business Owner (IBO) 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.
- Independent Business Owner (IBO) may cancel this Agreement at any time, and for any reason, upon written notice to Nuvi Global at its principal business address.

6. I may not assign any rights under the Agreement without the prior written consent of Nuvi Global. Any attempt to transfer or assign the Agreement without the express written consent of Nuvi Global renders the Agreement voidable at the option of Nuvi Global and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, Nuvi Global 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. I agree that Nuvi Global may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to Nuvi Global.

8. NuVi Global, 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 and hold harmless Nuvi Global 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 and hold harmless Nuvi Global and its affiliates from all liability arising from or relating to the promotion or operation of my Nuvi Global business and any activities related to it (e.g., the presentation of Nuvi Global products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Nuvi Global for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by Nuvi Global at its discretion, constitutes the entire contract between Nuvi Global and myself. Any promises,

representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

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

11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.

12. Except as set forth in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by the dispute resolutions provisions of the Policies and Procedures. The Parties waive all rights to trial by jury or to any court. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the county and state in which the Independent Business Owner resided at the time at which the alleged cause or causes of action first arose. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the state in which the Independent Business Owner resided at the time at which the alleged cause or causes of action first arose shall govern all other matters relating to or arising from the Agreement.

13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or Independent Business Owner lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Central District of California, or state court residing in San Bernardino County, State of California.

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

15. Except as provided herein, refunds will be issued as provided in the Policies and Procedures and in the Notice of Right to Cancel below.

16. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.

17. If an Independent Business Owner wishes to bring an action against Nuvi Global for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of

action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against Nuvi Global for such act or omission. Independent Business Owner waives all claims that any other statute of limitations applies.

18. Liquidated Damages. In any case which arises from or relates to the termination of Independent Business Owner's Agreement and independent business, the parties agree that damages will be very difficult to ascertain. Therefore, the parties stipulate that if a Independent Business Owner's termination is proven and held to be wrongful under any theory of law, Independent Business Owner's sole remedy shall be liquidated damages calculated as follows:

a. For Independent Business Owners at the rank Qualified Associate, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to Nuvi Global's Compensation Plan in the twelve (12) months immediately preceding the termination.

b. For Independent Business Owner at the rank Amber, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to Nuvi Global's Compensation Plan in the eighteen (18) months immediately preceding the termination.

c. For Independent Business Owner at the ranks of Sapphire through Diamond Platinum, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to Nuvi Global's Compensation Plan in the twenty-four (24) months immediately preceding the termination. Gross compensation shall include commissions and bonuses earned by the Independent Business Owner pursuant to Nuvi Global's Compensation Plan as well as retail profits earned by Independent Business Owner for the sale of Nuvi Global merchandise. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed retail receipts provided by Independent Business Owner to Customers at the time of the sale I authorize Nuvi Global to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

19. A sent to fax: 877 365 7627 or email: info@nuviglobal.com of the Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS (FIVE [5] BUSINESS DAYS IN ALASKA AND FIFTEEN [15] BUSINESS DAYS IN NORTH DAKOTA FOR INDIVIDUALS AGE 65 AND OLDER) from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS

following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Nuvi Global, 1101 Milliken Avenue, Suite F, Ontario, California 91761 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature

Date