

# ZOEGETICS INTERNATIONAL, LLC

## Distributor Terms and Conditions

### BY SIGNING BELOW YOU AGREE TO ALL TERMS AND CONDITIONS

1. I understand that as an Independent Distributor ("ID") of the products and services of Zoegetics International, LLC ("Zoe"), I must abide by all terms, conditions and policies as made applicable to me by these Terms and Conditions and other such terms, conditions and rules as may be propounded from time to time.

2. I agree to present the Zoegetics™ Marketing and Compensation Plan and Zoegetics™ products and services as set forth in official Zoe literature. I will make no claims, promises and/or assertions with regard to potential income, earnings, products or services beyond what is stated in official Zoe literature. I may not use, produce, create, publish, distribute, or obtain from any source other than Zoe, any literature, recordings (audio, graphic and/or video), sales, or enrollment aids relating to Zoegetics™ products, services or the Zoegetics™ Marketing and Compensation Plan. I understand that I may not use or display any Zoe trademarks, trade names, service marks, logos, designs and/or symbols without the written permission of Zoe. I may not advertise Zoe products, services or the Zoegetics™ opportunity except as specifically set forth in these Terms and Conditions or as approved by Zoe.

3. I agree that as a Zoe ID, I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Zoe. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, or in the name of Zoe. I understand that I solely control the manner and means by which I operate my Zoe distributorship, subject to my compliance with these Terms and Conditions, the Zoegetics™ Policies and Procedures and the Zoegetics™ Marketing and Compensation Plan (all of which are collectively referred to as the "Agreement"). 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 ZOEGETICS™ FOR FEDERAL OR STATE TAX PURPOSES. Zoe is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, any tax whatsoever, including, but not limited to (FICA) social security, federal, state, or local taxes, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between Zoe, and all appropriate taxing jurisdictions, and all related rules and procedures.

4. I have carefully read and agree to comply with the Zoegetics™ Policies and Procedures and the Zoegetics™ marketing and compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from Zoe. I understand that these Terms and Conditions, the Zoegetics™ Policies and Procedures, or the Zoegetics™ Marketing and Compensation Plan may be amended from time to time, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Zoe materials, the Zoegetics™ web site at <http://www.zoegetics.com> and/or sent to all IDs via United States Mail or electronic mail, if so elected. The continuation of my Zoe distributorship or my acceptance of bonuses or commissions, if any, shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one year. If I fail to annually renew my Zoe business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an ID. If my rights are lost as an ID, I understand, acknowledge and agree that I shall not be eligible to sell Zoe products and services, nor shall I be eligible to receive commissions, bonuses, or other income that may otherwise result from the activities of my former down-line sales organization. In the event of cancellation, termination or nonrenewal, I agree to waive all rights I have, including but not limited to property rights, to the extent the same may exist, to my former down-line organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former down-line organization.

6. I may not assign any rights or delegate any of my duties under this Agreement without the prior written consent of Zoe. Any attempt to transfer or assign this agreement without the express written consent of Zoe shall immediately render this Agreement voidable at the option of Zoe and may result in termination of my distributorship and status as an ID.

7. By execution of this agreement, I hereby authorize and consent to the use of my name and/or likeness in statements, whether promotional or otherwise and without compensation, as may be deemed appropriate by Zoe from time to time.

8. I understand that if I fail to comply with any terms of this Agreement, Zoe may, in its sole discretion, terminate my distributorship or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses and commissions and/or loss of all or part of my down-line marketing organization. If I am in breach, default or violation of this 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. If this Agreement is terminated for any reason, I will forever lose my rights as an ID, including, but not limited to any rights to my down-line marketing organization and rights to compensation pursuant to the Zoegetics™ Marketing and Compensation Plan. If I fail to pay for products or services when payment is due or tender any instrument that is returned for insufficient funds, I authorize Zoe to withhold the appropriate amounts from my bonus or commission checks, if any and/or charge my credit cards, or debit my checking accounts, if any, which I have authorized Zoe to charge. I understand that the failure to promptly pay for products or services constitutes a breach of this Agreement.

9. To the extent permitted by law, I hereby release Zoe, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred to as "affiliates") from any and all claims, whether real or imagined, for loss of profits, indirect, direct, special and/or consequential damages or any other loss incurred or suffered by me as a result of: (a) my breach of this Agreement or the Zoegetics™ Policies and Procedures; (b) the improper promotion or operation of my distributorship and any activities related to it; (c) any incorrect or wrong data or information provided by me; and/or (d) the failure to provide any information or data necessary for Zoegetics™ to operate its business, including without limitation, my enrollment and acceptance into the Marketing and Compensation Plan or the payment of commissions or bonuses. I agree that the entire liability of Zoe for any cause of action sounding in contract, tort or equity shall not exceed, and shall be limited to, the amount of products or services I have purchased from Zoe under this Agreement, or any other agreement, that are in resalable condition. I further agree to indemnify, hold harmless and defend at my sole expense Zoe and its affiliates against any and all claims, demands, costs, losses, damages, liabilities, judgments, attorney fees and all other expenses arising or alleged to arise in connection with my distributorship or in my marketing and sales of Zoe products.

10. This Agreement constitutes the entire contract and understanding between me and Zoe. Any promises, representations, offers, or other communications not expressly set forth in this Agreement shall have no legal force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this ID Application and Agreement shall supersede and prevail over any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and Policies and Procedures (in the Distributor current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

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

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

13. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. Except as set forth in the Zoegetics™ Policies and Procedures, all disputes and claims relating to Zoe, the ID Agreement, the Zoe Marketing and Compensation Plan or its products and services, the rights and obligations of an independent ID and Zoe, or any other claims or causes of action relating to the performance of either as independent ID of Zoe under the Agreement or the Zoegetics™ Policies and Procedures shall be settled totally and finally by arbitration in Atlanta, Georgia, or such other location as Zoe prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. The parties shall be allowed all discovery rights pursuant to the Federal Rules of Civil Procedure. If an ID files a claim or counterclaim against Zoe, an ID shall do so on an individual basis and not with any other ID or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

14. The parties consent to jurisdiction and venue before any federal or state court in Houston County, Georgia for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

15. As an enrollee in any of Zoegetics™ Optional Products Program, I will receive a Package of literature and sales aids, internet down-line reports and Company internet newsletters for a twelve (12) month-period and be provided training, as well as receive the items as part of the package listed in the Compensation Plan Explanation.

16. Zoe provides the following fulfillment to any ID: A new packet of sales literature whether or not the Optional Package is purchased; shipment of ordered sales aids within ten days of receipt of the order and clearance of funds subject to availability of items ordered; calculation and payment of Distributor commission, if any is earned. Payment terms on ID purchases: accepted credit card with order. No credit purchases or C.O.D.'s available. ID commissions are paid pursuant to the Zoegetics™ Compensation Plan, which is incorporated herein by reference.

17. This Agreement shall be deemed in effect upon its receipt and acceptance by Zoe at its Corporate Office location at 1040 Booth Road, Warner Robins, Georgia 31088.

18. As an ID, I shall place primary emphasis upon and shall obtain Zoe products and services customers, as a condition of my receipt of commissions. IDs residing in the states of Georgia, North Dakota, Indiana, Michigan and West Virginia are limited to \$495.00 in ID purchases of all types from the Company during the first six (6) months of being an ID. Permissible ID purchases shall be automatically modified to comply with the exemption requirements set forth in any states laws regulating business opportunities.

19. As an ID, I understand that:

A. I must be of legal age of consent in the state which he/she resides.

B. I have the right to offer for sale Zoe products and services in accordance with these Terms and Conditions.

C. I have the right to enroll persons in Zoe.

D. I will assist, train, and motivate the IDs in my down-line marketing organization.

E. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all withholdings or other deductions as may be required by any Federal, state, county or municipal law, ordinance, rule or regulation.

F. I will perform my obligations as an ID with honesty and integrity.

G. I will only use the sales contracts and order forms which are provided by Zoe for the sale of its goods and services, and I will follow all Policies and Procedures established by Zoe for the completion and processing of such contracts and orders.

SIGNATURE OF ID: \_\_\_\_\_

SIGNATURE OF ZOE: \_\_\_\_\_