



Independent Associate Agreement Terms and Conditions

Effective – 06/01/09

Independent Associate Agreement Terms and Conditions

1. I understand that as an AllXClub, Inc. ("AXC") Associate:
 - a. I have the right to offer for sale AXC products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll/sponsor persons in AXC.
 - c. I will train and motivate the Associates in my downline sales organization.
 - d. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
 - e. I will perform my obligations as an Associate with honesty and integrity.

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

3. I agree that as an AXC Associate I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of AXC. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of AXC. 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 AXC FOR FEDERAL OR STATE TAX PURPOSES. AXC 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 AXC Policies and Procedures and the AXC 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 AXC. I understand that these Terms and Conditions, the AXC Policies and Procedures, or the AXC Compensation Plan may be amended at the sole discretion of AXC, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official AXC materials. Amendments shall become effective upon notification. The continuation of my AXC business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one month from the date hereof and shall automatically renew for successive one-month terms unless cancelled as provided herein or in the Policies and Procedures. I understand that either party may elect not to renew the Agreement by notifying the other party at least five (5) days prior to any monthly renewal date. If AXC elects not to renew the Agreement, such notice shall be emailed to Associate at the last email address provided by Associate to AXC. If I elect to not renew the Agreement, I understand that I must call (1) 800-270-2046 M-F 9-6 Eastern Standard Time and go through the cancellation process at least five (5) days prior to the monthly renewal date. If either AXC or I elects not to renew the Agreement, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Associate. I shall not be eligible to sell AXC 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 non-renewal, 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. AXC reserves the right to terminate all Associate 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.

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

7. I agree that I will not send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. I agree that any email that I send that promotes AXC, the AXC opportunity, or AXC products and services must comply with the following:

- a. There must be a functioning return email address to the sender.
- b. The email must include my physical mailing address.
- c. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- d. The use of deceptive subject lines and/or false header information is prohibited.
- e. I will honor all opt-out requests, whether received by email or regular mail. If I receive an opt-out request from a recipient of an email, I agree to forward the opt-out request to AXC.
- f. All email sent (including, but in no way limited to anything you reply to) with any mention of or linking in any way to our products, services, offering, or anything whatsoever tied to our company must include the direct link to our Global Remove Database. You may include other removal links in your messages, but they cannot be used in place of our link. Failure to clearly include our removal link is a direct violation of our Anti-Spam policies. The proper link to use along with working examples can be found in the FAQ sections of our Website.
- g. All email sent with any mention of or linking in any way to our products, services, offerings, or anything whatsoever tied to our company must be fully compliant with the Can-Spam Act. They must also be fully compliant with all our additional anti-Spam requirements as outlined above. Failure to comply with all our anti-Spam requirements even if your message is Can-Spam compliant is a direct violation of our Anti-Spam policies.
- h. I will not use any form of mass unsolicited electronic mail solicitations, newsgroup postings, IRC posting or any other form of "spamming" as a means of promoting AXC, the AXC opportunity, or AXC products and services or for the purpose of directing or referring users to any websites owned, operated or controlled by AXC or me. I further acknowledge and agree that AXC has the right to immediately, and without notice, terminate my participation in the Program if I, in AXC's sole and exclusive judgment, have engaged in the use of any form of mass unsolicited electronic mail solicitations, newsgroup postings, password selling or trading, warez, IRC posting or any other form of "spamming". NOTE: AXC HAS ZERO TOLERANCE FOR SPAMMING. IF YOU SPAM, YOUR PARTICIPATION IN THE PROGRAM WILL BE TERMINATED, YOU WILL BE BARRED FROM FUTURE PARTICIPATION IN THE PROGRAM AND ALL FUNDS OTHERWISE DUE TO YOU WILL BE FORFEITED TO AXC.
- i. Further, I agree that it is my responsibility to comply with any electronic mail registry "scrubbing," "do not email" or "opt-out" provisions of state or federal law, including the existing Michigan and Utah "Child Protection Registry" laws. I warrant to AXC that I will comply with all such laws at my own expense, and I agree that my failure to do so is a breach of my Agreement with AXC.

8. Independent Associate acknowledges and recognizes that AXC has applied for and is pending a UNITED STATES TRADEMARK REGISTRATION NUMBER for "AllXClub" and its derivatives (the "Trademark"). Independent Associate further acknowledges and agrees that AllXClub owns all rights, title and interest in the Trademark AllXClub® and its derivatives. In connection with Independent Associate serving in such capacity and in consideration of the monthly fee paid by Independent Associate to AXC, during the term of this Agreement, AXC hereby provides Independent Associate with a limited license to utilize the trademark "AllXClub"® logo and name in connection with its sales and marketing efforts on its behalf and on behalf of AXC.

Notwithstanding the above limited license, Independent Associate acknowledges and agrees that in connection with AXC's ownership of the Trademark, all domain names containing the Trademark and its derivatives shall be the sole property of AXC. Accordingly, Independent Associate shall not attempt to register or register any domain name containing AXC or its derivatives absent the prior express written consent of AXC which shall be granted at the sole discretion of AXC. If Independent Associate wishes to register a domain name including "AllX" or "AllXClub" it shall submit a written request to AXC. Such request shall be approved or denied by AXC in its sole discretion and any approval shall be subject to change by AXC at any time. Should Independent Associate register any domain names containing the Trademark or any derivatives thereof without the prior express written consent of AXC, such domain shall immediately be transferred to AXC at no charge to AXC and shall be grounds for the termination of Independent Associate. If the use of any domain names including "AllX" or "AllXClub" are permitted in writing by AXC, Independent Associate agrees to execute a Limited License Agreement and comply with all terms and conditions herein and therein, including but not limited to all regulations regarding spam and marketing.

Upon termination of this Agreement or Independent Associate's relationship with AXC for any reason, any limited licenses provided to Independent Associate hereunder shall terminate. After termination, AXC retains all rights to AllXClub® or any derivatives thereof, including the rights to any web domains for which a limited license was approved for Independent Associate to incorporate "AllX" and/or "AllXClub" in any form and combination. All domains that include "AllX" and/or "AllXClub" must have ownership transferred to AXC upon termination at no cost to AXC.

9. I understand that if I fail to comply with the terms of the Agreement, AXC may, at its discretion impose upon me disciplinary action 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.

10. AXC, its directors, officers, shareholders, employees, assigns, and agents shall not be liable for, and I release AXC and its directors, officers, shareholders, employees, assigns, and agents from, all claims for consequential and exemplary damages. I further agree to release AXC and its directors, officers, shareholders, employees, assigns, and agents from all liability arising from or relating to the promotion or operation of my AXC business and any activities related to it (e.g., the presentation of AXC products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify AXC for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

11. I agree and acknowledge that AXC has and will enter into affiliate agreements with third-party companies on behalf of its members for the benefit of its members in the form of services or products. I recognize that, in some cases, AXC may receive a commission for purchases by its members from such third-parties. Notwithstanding the above, I acknowledge that such third party affiliates are independent contractors and, accordingly, AXC, is not responsible for the quality or performance of such third-party affiliate products or services. AXC expressly disclaims any warranties related to same. I agree that AXC shall not be held liable or responsible for any reason due to the implied or actual quality or performance of any third-party products or services and I agree not to bring any claims against AXC arising out of or related to any of the aforementioned third-party products or services. Instead, I agree to solely pursue any claims arising out or related to such third-party products and services against the third-party affiliate directly and agree to reimburse any attorney's fees and costs incurred by AXC should I bring any claims against AXC despite the terms and agreements herein.

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

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

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

15. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws. All disputes and claims relating to AXC, the Associate Agreement, the AXC Compensation Plan or its products and services, the rights and obligations of an independent Associate and AXC, or any other claims or causes of action relating to the performance of either an independent Associate or AXC under the Agreement or the AXC Policies and Procedures shall be settled totally and finally by arbitration in Broward County, Florida, or such other location as AXC prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to

discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, 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. Nothing in the Agreement shall prevent AXC from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect AXC's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

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

17. Montana Residents Only: Montana residents shall have 15 days, from date of initial purchase, to cancel their membership and receive a full refund.

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

19. If an Associate wishes to bring an action against AXC 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. Failure to bring such action within such time shall bar all claims against AXC for such act or omission. Associate waives all claims that any other statutes of limitations applies.

20. I understand I may cancel my account, websites, and services by calling (1) 800-270-2046, M-F 9-6 EST.

21. AXC expressly reserves the right to refuse to accept, fulfill, or ship certain purchase orders at their sole discretion.

22. AXC expressly reserves the right, in its sole discretion, to deny membership status to any applicant.”

23. A faxed copy of the Agreement shall be treated as an original in all respects.

24. I agree that this Agreement is not in force until accepted by AXC.

25. I hereby acknowledges that I have read and understand each of the provisions set forth herein; that I have had the opportunity to consult with counsel of my own choice in connection with the execution of this Agreement, and to have each of the provisions set forth herein fully explained by such counsel; and that this Agreement is entered into freely, voluntarily, and without any duress or undue influence of any nature by, or on behalf of, any person or entity.