

TERMS OF AGREEMENT

I hereby apply to become a Participating Associate of Re-Vita Mfg. Co. which includes all rights.

As an Associate of Re-Vita, I understand and agree to the following:

1. I am of legal age in the state of my residency.
2. I will become an Associate upon acceptance of this application by Re-Vita Mfg. Co., hereinafter referred to as Re-Vita, at its principal place of business, and will, at that time, have the right to sell Re-Vita products and to enjoy the benefits of being an Associate in accordance with the terms and conditions set forth herein and in the Rules and Regulations.
3. I have read the Re-Vita Rules and Regulations and Compensation Plan and I agree that they are incorporated by reference into this Agreement, and that they also may be amended by Re-Vita from time to time. Any such amendments will be published in Re-Vita literature and will become effective upon publication.
4. No purchase or investment is necessary to become a Re-Vita Associate other than the purchase of a Re-Vita Kit, which is sold at company cost, contains sales materials not for resale.
5. I certify that neither Re-Vita nor my sponsor have made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as an Associate. I understand that my success as an Associate comes from retail sales, service, and the development of an Independent Marketing Organization. I understand and agree that I will make no statements, disclosures or representations other than those contained in approved company literature, in selling Re-Vita's goods and services or in the sponsoring of other prospective Associates.
6. I agree to represent the Re-Vita Compensation Plan fairly and completely, emphasizing that retail sales are a requirement, that no purchase of goods or services is required, that no compensation can be derived from the mere act of sponsoring other Associates, and that earnings are not guaranteed, as such are based upon Retail Sales to the ultimate consumer. I agree that I will not make any representation about the actual, potential or expected earnings of any Associate of Re-Vita, except as set forth in the Rules and Regulations.
7. The term of this Agreement is one year. This Agreement will be renewed upon my timely payment of the annual Associate renewal fee which is more fully described in the Re-Vita's Rules and Regulations.
8. As a Re-Vita Associate, I am a wholly independent Associate who establishes and services my customers as an independent contractor. I am free to set my own hours, my own work schedule and I am responsible for my own expenses. My becoming an Associate does not constitute the sale of a franchise, and no purchases or fees have been or will be required from me for the right to distribute the company's products pursuant to this Agreement. I further understand that I am not purchasing any interest in a security by entering into this Agreement.
9. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between myself and any other representative, sponsor, or Re-Vita. I understand that I have no authority to bind Re-Vita to any obligation.
10. I understand and agree that, as an Independent Associate, I will not be treated as an employee for Federal or State tax purposes, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source, or for any federal, state, or local tax laws. It is my responsibility and I agree to pay self-employment, local, state, and federal income taxes as required by law.
11. I will not use the Re-Vita trade name, logo, copyrighted material, trademarks, or servicemarks except expressly as provided by Re-Vita. I understand that unauthorized use or duplication of trademarks, servicemarks or copyrighted materials is a violation of federal law. I understand the same applies to the trade names and copyrighted materials of the products marketed by Re-Vita.
12. I agree not to re-package or re-label Re-Vita's goods or services nor to sell said goods or services under any other name or label. I further agree to refrain from producing, selling, and using, for the purpose of advertising, any written, recorded, or other materials which have not been expressly approved or provided by Re-Vita for promoting or describing Re-Vita's goods or services, Compensation Plan, or other programs.
13. In the event I sponsor other Associates, I agree to perform a bonafide supervisory, distributive and selling function in the connection with the sale of the company's goods and services to the ultimate consumer. I also agree to train any Associates I may sponsor in the performance of these functions. I agree to have continuing communication and supervision with my sales organization.
14. I and/or my spouse are the only Re-Vita Associate(s) in my immediate family or household, and I do not hold a beneficial interest in any other Independent Business Owner entity.
15. I understand and agree that because of the personal nature of this Agreement, it may not be transferred or otherwise assigned except in accordance with the terms of the Rules and Regulations.
16. As an Associate, I understand and agree that the liability of Re-Vita, and its officers, directors, and shareholders, to Associates for any claim whatsoever related to the relationship of Re-Vita and Associate, including any cause of action sounding in contract, tort, or strict liability, shall not exceed, and be limited. In no event shall Re-Vita be liable to Associate for any incidental, special, exemplary, or consequential damages.
17. This Agreement, in conjunction with the Rules and Regulations, as such may be amended by Re-Vita, constitutes the entire Agreement between me and Re-Vita, and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both parties, except as provided herein.
18. I agree that entering into this Agreement does not violate or breach any other agreements I may have with any other person or entity.
19. I understand and agree that except as set forth in the Rules and Regulations and as otherwise required by applicable laws, all disputes and claims relating to Re-Vita, the Agreement, Re-Vita, Compensation Plan or its products, the rights and obligations of an Associate and Re-Vita, or any other claims or causes of action relating to the performance of either an Associate or Re-Vita, under the Agreement or the Rules and Regulations, and/or Associate's purchase of products shall be adjudicated totally and finally in Orange Park, Florida, or such other location as Re-Vita, prescribes. Louisiana Associates may choose jurisdiction and venue in New Orleans.
20. Re-Vita agrees to repurchase from a resigning or terminating Associate all unencumbered products and sales aids purchased by the Associate from the Company within the previous 30 days, which are unused and in commercially resalable condition, for not less than 90 percent of the actual amount paid by the Associate for the products and sales aids which are being returned. Re-Vita will honor all terms of state buy-back laws, including the longer time periods in Georgia, Louisiana, Maryland, Massachusetts, Montana, Puerto Rico, Oklahoma, Texas and Wyoming. Additionally, Montana Associates who cancel within 15 days are entitled to a 100% refund of any consideration given to participate.