QUIXTAR TERMS AND CONDITIONS

- Only individuals not entities, may apply for authorization to become a Quixtar-affiliated Independent Business Owner (IBO). After completing the IBO Registration Agreement, new IBO may transfer the business to certain permissible limited liability business entities by contacting Quixtar's Legal Division.
- Quixtar discourages informal partnerships between two or more individuals (other than married individuals) as a means of conducting your Independent Business. For Quixtar's position on IBO partnerships, see Quixtar Bulletin No. 4.
- As used herein, the terms "You" and 'Your" shall refer to the individual(s) signing the IBO Registration Agreement.

Authorization and Contract. By signing the IBO Registration Agreement, you accept for legal authorization to become a Quixtar-affiliated IBO. You acknowledge that prior to that time you have received, read and understood the Independent Business Ownership Plan, and that you have read and agree to all terms set forth in the IBO Registration Agreement. To become an IBO you need only possess the Business Services & Support portion of the Quixtar® Registration Package.

Expiration and Renewal. You must maintain a current authorization in order to preserve your rights as an IBO, including all rights of sponsorship with your registered IBOs, Members and Clients. Your authorization under this Plan as an IBO is automatically renewed on December 31st each year. To maintain your authorization, you must submit prior to December 31st your Intent to Continue Renewal Agreement along with the required Annual Business Fee. In the event you elect Automatic Renewal, you agree to continue to abide by the terms of your Registration Agreement, including these terms and conditions. Failure to annually renew your authorization will result in the loss of your rights as an IBO, including all rights of sponsorship with your registered IBOs, Members and Clients. Note that if your Registration Agreement is processed between September 1 and December 31 your authorization will automatically include the next calendar year.

The Plan, Procedures and Rules of Conduct. You agree to comply with the Independent Business Ownership Plan, the IBO Rules of Conduct, including the Arbitration Agreement, and all regulations and procedures outlined in the Quixtar Business Reference Guide, which are specifically incorporated herein by reference. The same may be amended from time to time and notice of any amendments will be published in official Quixtar literature and/or on the Quixtar Web site at www.quixtar.com.

Presenting the Plan. You agree when presenting the Independent Business Ownership Plan to present it in its entirety as outlined in official Quixtar materials, emphasizing that there is only one independent Business Ownership Plan for all IBOs, and that services to Members, clients and other customers are a requirement to receiving compensation in the form of Performance Bonus on downline IBO volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by Quixtar. You agree to include all prospective IBOs to review the Independent Business Ownership Plan and to inform them of the average monthly gross income for "active" IBOs.

Selling Product. You agree that you will not sell any Nutramax® Food Supplement products until you have read the Important Responsibility Statement included in the Business Reference Guide, and you agree to make no representations or claims about any products beyond those shown on product labels and/or in official Quixtar literature. You further agree to sell products available through Quixtar only in the United States, authorized offshore Caribbean Islands, and Pacific Rim markets, and to be bound by all sales tax collection agreements between Quixtar and the various taxing jurisdictions as well as the related rules and procedures established from time to time by Quixtar to enforce these agreements.

Line of Sponsorship. You certify that the sponsoring IBO information indicated on your IBO Registration Agreement is true and correct, and that if this is not your first application for authorization, your Line of Sponsorship is the same as under any previous authorization. If it is not the same Line of Sponsorship then you confirm that you have complied with the 60-Month Inactivity Rule contained in the IBO Rules of Conduct.

Proprietary Information and Trade Secrets. During the term of this agreement the Corporation will provide you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, sales, sales reports, manufacturing and product development, and sales, earnings, and other financial reports. You acknowledge the substantial value of Proprietary Information to the Corporation and agree to maintain all Proprietary Information in strictest confidence and use it only as authorized by the Corporation. You further agree to disclose any Proprietary Information to any third party, or use Proprietary Information in connection with any other businesses or to compete, directly or indirectly, with the business of the Corporation. Upon resignation, non-renewal, or termination of your Independent Business, you agree to promptly return any and all Proprietary Information to the Corporation. This covenant shall survive the expiration or termination of this Agreement.

Independent Contractor Status. You agree this authorization does not make you an employee, agent or legal representative of Quixtar, your Sponsor IBO, or your Platinum IBO. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products and services through Quixtar on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling your hours. Quixtar will not provide you with a place of business, and if you desire a place of business other than your own residence, you will be responsible for procuring, furnishing, and paying the rental for such place of business. With respect to assistance performed by you for Quixtar your sponsoring IBO or Platinum IBO, you will not be treated as an employee for federal or state tax purposes, and you will be responsible for payment of any self-employment and other income taxes. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year by Quixtar your sponsoring IBO or your Platinum IBO. It will be your sole responsibility to account for such income and your taxes, and your income tax return.

Availability. Quixtar and the "IMC" business model are available in the U.S., Canada, Puerto Rico, U.S. Virgin Islands, Guam, and the Pacific Islands of American Samoa, Northern Mariana Islands, Marshall, Northern Mariana, Palau, and Wake. Quixtar is available only to IBOs in all authorized Atlantic & Caribbean Islands operating under the U.S. Independent Business Ownership Plan (Member and Client categories not available).

Recordings. You agree to permit Quixtar to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Quixtar for any lawful purpose, and without compensation. You understand that you may cancel this authorization by sending a certified letter stating such cancellation to Business Communications (SC-2N) 5101 Spouting Plaza A831 MI 48355.

Remedies. You understand that action may be taken against your Independent Business up to and including termination if you fail to comply with any terms of your Registration Agreement, including the Independent Business Ownership Plan, the IBO Rules of Conduct and all regulations and procedures outlined in the Quixtar Business Reference Guide.

Independent Business Owners Association International (IBOI). As an IBO, you may support your trade association, the IBOAI, through its Board of Directors provides IBOs a channel of communication with Quixtar on key issues affecting the business. The $9 annual fee is included in the price of your Annual Business Fee for your first year. If you do not wish to support the IBOAI, you may send a refund request to Customer Support (SC-2A) 7757 Fulton Street East Ada, MI 49365 which will issue a check or credit to refund the $9

Independent Business Owners Benefits Association (IBOBA) Insurance Program. As an IBO, you automatically become eligible to participate in the IBOBA, a non-profit association that offers a valuable business liability and property protection plan at the favorable group rate of $9.50 annually. This amount is included in the price of your Annual Business Fee. If you do not wish to participate in this coverage, you may send a refund request to Customer Support (SC-2A) 7757 Fulton Street East Ada, MI 49365 which will issue a check or credit to refund the $5.

Miscellaneous. In the event that any term or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if the invalid or unenforceable term or provision had never existed. No waiver of any default or breach of any provision of this Agreement, or failure to enforce rights contained herein, shall operate as or be deemed a waiver of any subsequent default or breach. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

TELEPHONE REGISTRATION TEMPORARILY AUTHORIZES YOU TO ACT AS AN IBO SUBJECT TO THE IBO RULES OF CONDUCT FOR A PERIOD OF 30 DAYS. SUCH AUTHORIZATION WILL TERMINATE IF A SIGNED COPY OF YOUR REGISTRATION AGREEMENT IS NOT SUBMITTED TO THE ADDRESS INDICATED HERIN WITHIN 30 DAYS FROM THE DATE TOLLED REGISTRATION IS FILED. YOU ARE AUTHORIZED TO USE YOUR REGISTRATION USING HIGHER IBO NUMBER AND SHALL HAVE 30 DAYS TO OBJECT TO ANY UNAUTHORIZED USE UPON BEING NOTIFIED OF YOUR REGISTRATION.

REGISTRANT'S INITIALS ________________________________
CO-REGISTRANT'S INITIALS ____________________________

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