

## EFI Operations Pty Ltd (“EcoForce”) Terms and Conditions

1. I understand that as an EcoForce Advocate:
  - a. I have the right to offer for sale EcoForce products and services in accordance with these Terms and Conditions.
  - b. I have the right to enroll persons into EcoForce as Advocates and Customers.
  - c. If qualified, I have the right to earn commissions pursuant to the EcoForce Compensation Plan.
2. I agree to present the EcoForce Compensation Plan and EcoForce products and services as set forth in official EcoForce literature.
3. I agree that as an EcoForce Advocate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of EcoForce. 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 ECOFORCE FOR ANY PURPOSE INCLUDING FOR ANY FEDERAL OR STATE TAX PURPOSES.** I understand that EcoForce will withhold income tax at the rate required by law from payments to me and remit it to the Australian Taxation Office if I have not provided my ABN to EcoForce.
4. I have carefully read and agree to comply with the EcoForce Policies and Procedures, which are incorporated into and made a part of these Terms and Conditions (the Policies and Procedures and the Independent Advocate Application and Agreement shall be collectively referred to as the “Agreement”). In the event of a conflict between the Agreement and the Policies and Procedures, the Policies and Procedures take precedence. If I have not yet reviewed the Policies and Procedures at the time I sign this Agreement, I understand that they are posted at [www.ecoforceglobal.com/docs/pap](http://www.ecoforceglobal.com/docs/pap). I will review the Policies and Procedures within five days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures, my sole recourse is to notify EcoForce and cancel my EcoForce Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from EcoForce. I understand that the Agreement may be modified or amended at the sole discretion of EcoForce (acting reasonably). Notification of changes shall be posted on EcoForce’s website. Changes shall become effective 30 days after publication. Any amendment to the Agreement, or to the dispute resolution provisions herein, shall not apply to: (1) a dispute arising prior to the effective date of such amendment; or (2) an Advocate who declines to accept such amendment by discontinuing his or her independent EcoForce business and status as an Advocate following the effective date of any such amendment. The continuation of an Advocate’s independence EcoForce business or an Advocate’s acceptance of bonuses or commissions after the effective date of any amendments shall constitute acceptance of any and all amendments.
5. The term of this Agreement is one year (subject to prior termination pursuant to the Policies and Procedures). If I fail to annually renew my independent EcoForce business, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as an Advocate. I shall not be eligible to sell EcoForce products and services nor shall I be eligible to receive commissions, bonuses, or other income. **In the event of cancellation, termination, or nonrenewal, I waive all rights I have to any bonuses, commissions or other remuneration however derived.** EcoForce reserves the right to terminate all Advocate Agreements upon 30 days’ notice if EcoForce elects to: (1) cease business operations; (2) wind up as a company; or (3) terminate distribution of its products and/or

services via direct selling channels. An Advocate may cancel this Agreement at any time, and for any reason, upon written notice to EcoForce at its principal business address. EcoForce shall have the right in its sole discretion (where acting reasonably) not to accept this Agreement or any renewal of it.

**6.** I may not assign any rights under the Agreement without the prior written consent of EcoForce (which will not be unreasonably withheld or delayed). Any attempt to transfer or assign the Agreement without the express written consent of EcoForce may result in termination of the Agreement.

**7.** I understand that if I fail to comply with the terms of the Agreement, EcoForce may, at its discretion where it has reasonable grounds to do so, 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. I agree that EcoForce may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to EcoForce.

**8.** I agree to release and hold harmless EcoForce and its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”) from all liability arising from or relating to the promotion or operation of my EcoForce business in noncompliance with this Agreement and any activities related to it (e.g., the presentation of EcoForce products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify EcoForce for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business. To the extent permitted by the law, no party shall make a claim for consequential and exemplary damages for any claim or cause of action relating to the Agreement.

**9.** The Agreement, in its current form and as amended by EcoForce at its discretion (where acting reasonably), constitutes the entire written contract between EcoForce 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 EcoForce of any breach of the Agreement must be in writing and signed by an authorized officer of EcoForce. Waiver by EcoForce 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.** This Agreement will be governed by and construed in accordance with the laws in force in the State of New South Wales without regard to principles of conflicts of laws. In the event of a dispute between an Advocate and EcoForce arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. A party shall not be obligated to engage in mediation or arbitration as a prerequisite to action against the other party. The Commercial Arbitration Act 2010 (NSW) shall govern all matters relating to arbitration. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings. The

parties agree that the arbitrator will have the sole power to decide any question about the arbitrability of any claim, dispute or other difference between the parties. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Where permitted under applicable law, you and EcoForce expressly agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action. You further waive participation in any class-action lawsuits, class-wide arbitrations, private attorney general actions, and any other proceeding in which someone acts in a representative capacity. Jurisdiction and venue of any matter not subject to arbitration shall reside non-exclusively in the Courts of the State of New South Wales, Australia.

**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 distributor lists as well as other trade secrets, trade marks, 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 the non-exclusive jurisdiction of the Courts of the State of New South Wales.

**14.** Refunds will be issued as provided in the Policies and Procedures.

**15. An Advocate may terminate this Agreement at any time with or without reason. Termination must be submitted in writing to EcoForce at its principal business address.**

**16.** Either party may terminate this Agreement immediately upon written notice to the other party if the other party is in breach any material provision of this Agreement and:

- a. where the breach is capable of remedy, the party in breach has failed to remedy the breach within seven days of receipt of written notice from the other party describing the breach and calling for it to be remedied; or
- b. the breach is not capable of remedy.

**17.** If an Advocate wishes to bring an action against EcoForce 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 applicable law. Failure to bring such action within such time shall bar all claims against EcoForce for such act or omission. **To the extent permitted by the law, Advocate waives all claims that any other statute of limitations applies.**

**18. Legal Action and Liquidated Damages.** If a party is successful in a legal action to enforce any of the other party's obligations or its own rights as set out in this Agreement, then the other party may be ordered to pay the successful party's reasonable legal fees (on a solicitor and client basis), court costs, and legal expenses. Because monetary damages may be difficult to determine for the breach of the obligations, the party in breach consents to any preliminary and permanent injunctive relief, including temporary restraining orders, that may be necessary to enforce these obligations. In addition to the foregoing remedies, the party not in breach expressly reserves and may exercise any other legal or equitable rights and remedies that may be available to it for a violation of the foregoing prohibitions.

**19.** I authorize EcoForce to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

