

ECOFORCE USA INC Terms and Conditions

1. I understand that as an EcoForce USA (“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
 - c. If qualified, I have the right to earn commissions pursuant to the EcoForce Compensation Plan.
2. I agree to present the EcoForce Marketing and 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 FEDERAL OR STATE TAX PURPOSES.** EcoForce 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 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 these Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If I have not yet reviewed the Policies and Procedures at the time I sign this Agreement, I understand that they are posted at 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 the company 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 and absolute discretion of EcoForce, and I agree to abide by all such changes. 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 EcoForce business and status as an Advocate following the Effective Date of any such amendment. The continuation of an Advocate's 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 cancellation pursuant to the Policies and Procedures). If I fail to annually renew my EcoForce business, or if it is canceled 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 resulting from the activities of my former downline sales organization. **In the event of cancellation, termination, or nonrenewal, 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.** EcoForce reserves the right to terminate all Advocate 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. 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 and absolute discretion 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. Any attempt to transfer or assign the Agreement without the express written consent of EcoForce renders the Agreement voidable at the option of EcoForce and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, EcoForce may, at its discretion, 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, whether or not the sales for such bonuses or commissions have been completed. 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. EcoForce, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release and hold harmless EcoForce and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless

EcoForce and its affiliates from all liability arising from or relating to the promotion or operation of my EcoForce business and any activities related to it (e.g., the presentation of EcoForce products or Compensation and Marketing 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.

9. The Agreement, in its current form and as amended by EcoForce at its discretion, constitutes the entire 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 of the State of Texas 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. EcoForce shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against an Advocate. The Federal Arbitration Act 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 exclusively in the County of Dallas and State of Texas.

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, trademarks, 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 exclusive jurisdiction and venue before the U.S. District Court for the Northern District of Texas, or state court residing in Dallas County, State of Texas.
14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
15. Montana Residents: Should a Montana resident cancel the Advocate Agreement within 15 days from the date of enrollment, EcoForce will refund 100% of the purchase price for the Business Kit.
16. Except as provided in paragraphs 14-15, refunds will be issued as provided in the Policies and Procedures and in the Notice of Right to Cancel below.
17. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.
18. 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 state law. Failure to bring such action within such time shall bar all claims against EcoForce for such act or omission. **Advocate waives all claims that any other statute of limitations applies.**
19. **In any case which arises from or relates to the termination of Advocate's Agreement and independent business, the parties agree that damages will be very difficult to ascertain. Therefore, the parties stipulate that if an Advocate's termination is proven and held to be wrongful under any theory of law, Advocate's sole remedy shall be liquidated damages calculated as follows:**
 - a. **For Advocates at the rank Affiliate through EI Leader, liquidated damages shall be in the amount of 20% of his/her gross compensation that he/she earned pursuant to EcoForce's Compensation Plan in the twelve (12) months immediately preceding the termination.**

Gross compensation shall include commissions and bonuses earned by the Advocate pursuant to EcoForce's Compensation Plan as well as retail profits earned by Advocate for the sale of EcoForce merchandise. However, retail profits must be substantiated by providing the Company with true and

accurate copies of fully and properly completed retail receipts provided by Advocate to Customers at the time of the sale.

- 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.

NOTICE OF RIGHT TO CANCEL

Date of Transaction:

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents **and 15 business days in North Dakota for individuals age 65 and older. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to EcoForce USA, 8117 Preston Road, Suite 300, Dallas Texas 75225, NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.**

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____