

FDI - Independent Marketing Director (IMD) Terms & Conditions

I am of legal age in the state in which I enter this Agreement. I understand that I am not a FDI-Youngevity-IMD until the Company has accepted my Application & Agreement, at its home office and I have met the FDI-Youngevity-IMD qualification requirements in full.

I will not purchase any product solely for the purpose of qualifying for commissions or bonuses. I will resell at least 70% or more of all products that I have purchased from the Company each month. Products personally consumed by my household, in reasonable quantities, and not purchased to meet sales plan qualifications, are deemed retail sales. Products certified as sold under this 70% rule are not eligible for buyback.

I am entitled to cancel this Agreement at any time and for any reason with written notice to the Company. The Company will buy back from a resigning IMD unused and currently marketable inventory and sales aids purchased from the Company within 30 days from the date of receipt of merchandise first ordered (90 days in Maryland and Puerto Rico; one year in Montana, Oklahoma and Texas, no time limit in Massachusetts, Georgia, Louisiana, and Wyoming) at 90% of the IMD's net cost, less appropriate setoffs and legal claims. Additionally, Montana IMDs who cancel within 15 days are entitled to a 100% refund of any consideration given to participate.

As a FDI-Youngevity-IMD, I agree that I will:

- Provide training and motivation to my sales organization.
- Study the product literature and promote retail sales.
- Represent the Company products in an honest manner.
- Honor the Company Customer Guarantees.
- Be professional, courteous, and considerate.
- Not misrepresent the Company's Compensation Plan.
- Become familiar with, and abide by, the Company Statement of Policies and other materials as prescribed by the Company.

I understand that Independent Representatives cannot, under any circumstances, incur any debt, expense, or obligation on behalf of, or for, the Company. I also understand that FDI-Youngevity will not tolerate any spamming, unsolicited fax blasting or any un-ethical business practices. It is an un-ethical business practice to state, suggest or imply that FDI-Youngevity deals in investments or securities of any kind, or that FDI-Youngevity recommends or endorses specific investments or securities. Further, it is an un-ethical business practice to use your association with FDI-Youngevity to promote ANY non-FDI-Youngevity product or service of any kind. Violations may result in IMD status termination. I agree to indemnify and hold FDI-Youngevity, its shareholders, directors, officers and employees harmless from any and all claims, damages and expenses, including any attorney's fees, arising out of my actions or conduct in violation of this Agreement.

I understand that, as an Independent Distributor, I will not, for any reason, act as spokesperson for the Company and its products, in any manner, to any media or publication, without prior, written authorization. I won't create, print, publish, or distribute any literature or materials representing the Company or its products other than those from, or approved in writing by, the Company.

I understand that, as an FDI-Youngevity-IMD, I have the following rights: (a) to sell the products/services offered by the Company in agreement with the Company Compensation Plan, Sales Policies, Policies, and (b) to sponsor FDI-Youngevity-IMDs applicants in agreement with the Company Compensation Plan and Statement of Policies.

I understand that I will make no claims or warranties of any kind, including, but not limited to, any claims for earnings or benefits concerning its products, other than those included in the Company's written literature.

I won't make product claims which are not stated in official Company literature, and I am not permitted to create my own literature, sales aids, or training materials, without written consent from the Company. If I fail to pay for products or services, the Company is authorized to withhold the appropriate amounts from my commission and bonus checks, or credit card/electronic checking accounts, if any, which I have authorized the Company to charge. If payment owed isn't made, I understand that I may, at the Company's discretion, lose my marketing organization and future commissions and bonuses, and may be placed on inactive status by the Company for an indeterminate period. The Company will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charges, receiving agreements, or other acts outside of the control of the Company.

As an FDI-Youngevity-IMD, I understand that I am an independent contractor, and not an agent, employee, or franchisee of the Company. I understand and agree that I will not be treated as an employee for federal or state tax purposes, nor for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, the Social Security Act, State Unemployment Acts, State Employment Security Acts, or State Workers Compensation Acts. I understand and agree to pay all applicable federal and state self-employment taxes, sales taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement.

I understand that my acceptance of this Agreement, does not constitute the sale of a franchise or a security, no exclusive territories can be granted to anyone, and that no franchise fees have been paid, nor can I acquire any interest in a security by the acceptance of this Agreement.

The Company may, at its discretion, amend the Company Compensation Plan and Statement of Policies and/or terms of the FDI-Youngevity-IMD Agreement. Notification of such changes shall be published in newsletters, broadcast by Email, written or published material circulated or made available to all FDI-Youngevity-IMDs. I agree to abide by all such amendments. The continuation of my Business, and/or my acceptance of products, commissions, and bonus checks, or other payments from the Company, constitutes my acceptance of any and all amendments. Your Distributorship cannot be sold, assigned, or transferred without prior, written approval from the Company.

I have carefully reviewed the Company Compensation Plan and Statement of Policies, and acknowledge that they are incorporated as a part of this Agreement in their present form and as modified from time to time by the Company. My violation of any of the terms of this Agreement or the Company Statement of Policies may result, at the Company's discretion, in forfeiture of commission and bonus checks, or other payments from the Company; loss of all or part of my marketing organization; or cancellation of this Agreement.

This Agreement constitutes the entire agreement between the parties, and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing. If any provision herein is held to be invalid, all other provisions shall remain valid and enforceable.

The term of this Agreement is one year. This Agreement can be renewed annually on each anniversary date of the acceptance of this Agreement, unless otherwise canceled or extended by the Company. A renewal fee of \$39.95 will be charged.

This Agreement shall be governed by the laws of the State of New Hampshire and any claims or disputes between parties to this Agreement shall be subject to binding arbitration under the Commercial Rules of the American Arbitration Association, with arbitration in a location chosen by the Company. Louisiana residents may choose Louisiana law and may arbitrate in New Orleans.

FDI-Youngevity Customer Account/Benefit Terms & Conditions

1. The customer is responsible for correctly completing this Customer Account/Benefits Application and submitting it to FDI-Youngevity, unless I have otherwise indicated and authorized the selling representative to input this order into the FDI-Youngevity electronic order taking system on my behalf.
2. If a Customer Account/Benefits Application and or data have incorrect information, it delays the data processing. Order will be processed in the same week all information is corrected. Any delay in processing due to incorrect information is the customer's responsibility.
3. FDI-Youngevity is not responsible for any Customer Account/Benefit Applications and / or funds not sent directly to the Company. A retail customer allowing someone else to assume this responsibility acts at his / her own risk.
4. FDI-Youngevity is not responsible for merchandise refused or unclaimed by the customer or returned by the customer without prior approval. Any reshipments of merchandise will be at the customer's expense.
5. This Customer Account/Benefit Application is binding upon its receipt and acceptance at the home office of FDI-Youngevity Home Offices, located at 1 Industrial Drive, Windham, NH 03087, where it is to be performed.
6. FDI-Youngevity office hours are from 9:00 AM – 5:00 PM, Monday -Friday, Eastern Time.

Cancellation Notice

You may cancel this transaction, without any penalty or obligation, within three (3) business days (Alaska residents five days) from the above date.

If you cancel, any property traded in, any payments made by you under the contract for sale, and any negotiable instrument executed by you will be returned within 30 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantial and good condition as when received, any goods delivered to you under this contract for sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for the performance of all obligations under this contract.

TO CANCEL THIS TRANSACTION, PRINT THIS FORM AND MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, WHICH MUST BE RECEIVED NO LATER THAN MIDNIGHT SEVEN (7) DAYS FROM DATE OF RECEIPT OF THIS PURCHASE ORDER BY FDI-Youngevity Home Offices, located at 1 Industrial Drive, Windham, NH 03087. Refunds will be mailed within (30) days after their approval.

I hereby cancel this transaction.

Print Full Name _____

Date _____

Signature _____