

Independent Consultant Terms of Agreement

The undersigned Independent Consultant agrees as follows:

1. I am an Independent Consultant. I am of legal age in the province of my domicile and a legal resident of Canada. I am an independent contractor and understand that this Agreement does not in any way create an employer/employee relationship, partnership or joint venture. I will not be treated as an employee, agent, franchisee, joint venturer, partner or owner of the Company for federal or provincial tax purposes including with regard to Income Tax Act, Old Age Security Act, Canada Pension Plan, Employment Insurance Act, any provincial unemployment act, or any other federal, provincial or local statute, ordinance, rule or regulation.
2. As an Independent Consultant, I am responsible for payment of all federal, state and local taxes and other premiums and license requirements and fees attributable to my sales activities and earnings. I am responsible for all liability, health, disability, worker's compensation and other insurance.
3. I do not have any authority to bind or incur any obligation on behalf of Zurvita®, Inc. (the "Company").
4. I have read and understand the Company's Policies and Procedures and Compensation Plan and agree to comply with them.
5. Subject to the provisions of Section 12, this Agreement shall have a term beginning on the date of acceptance by the Company and ending on one (1) year from the date thereof (the "Anniversary Date") and shall be renewed on an annual basis on each Anniversary Date subject to acceptance by the Company which can be withheld in its sole discretion, in accordance with the then current renewal policy of the Company as set forth in the Policies and Procedures.
6. I must be in good standing and not in violation of any of the terms of this Agreement in order to be eligible to receive any bonuses, fees or commissions.
7. As an Independent Consultant of the Company I must fulfill all supervisory, distribution, training and other functions defined from time to time by the Company for the Independent Consultants I bring into the business.
8. I have not received any statement or representation from the Company about my potential earnings. I will make no statements, representations or disclosures in promoting the Company, in sponsoring or training Independent Consultants or in selling the Company's products and services, other than what is expressly permitted by the Policies and Procedures and in other literature produced by the Company.
9. **Protected Trade Secrets/Confidentiality.** I understand and agree that the Company solely owns the following list of protected, business proprietary, trade secrets: trademarks; service marks; trade names; patents; and, copyrighted materials; list of distributors/consultants; distributor/consultant identifying information developed by or for the Company; customer lists; customer information developed by or for the Company; manufacturing procedures; formulas; source codes; product development; policies and procedures; and, all operating, financial, and marketing materials ("Zurvita Trade Secrets"). This list is not all inclusive, but intended as a guideline for the Independent Consultant of the numerous types of protected trade secrets owned by the Company. The Company aggressively protects the confidentiality of its trade secrets from disclosure and will seek the full protections afforded by State law and Federal Law, including but not limited to the remedies available in the Defense of Trade Secret Act and the Uniform Trade Secret Act. I understand and agree that customers I procure on behalf of the Company are deemed to be customers of the Company and the identity of such are protected Zurvita Trade Secrets. I understand and agree that consultants I procure on behalf of the Company are deemed to be consultants of the Company and the identity of such are protected Zurvita Trade Secrets. I will not use or disclose any Zurvita Trade Secrets except in strict accordance with this Agreement and the Policies and Procedures. I agree to use only written, recorded or other promotional or advertising materials which have been produced by the Company and/or approved in writing by the Company prior to my use and such disclosures by me shall bear the Company's approval designation. I agree to not to disclose Zurvita Trade Secrets to any third party. I agree not to utilize Zurvita Trade Secrets to sell products or services other than the Company's products and services. I agree not use Zurvita Trade Secrets in connection with any other business during the term of this Agreement and for 18 months after termination of this Agreement. Upon termination or nonrenewal of this Agreement, I agree that I will immediately cease the use of Zurvita Trade Secrets and to all such protected materials in my possession to the Company.
10. During the term of this Agreement, I will not, directly or indirectly, on my own behalf or on behalf of any other person or entity, divert, solicit or hire any customer, Independent Consultant, or employee of the Company to terminate or alter his or her business or contractual relationship with the Company.
11. I will operate my Zurvita® business in a lawful, ethical and moral manner and perform all my obligations with honesty and integrity. I will abide by all applicable federal, state and local laws or regulations, and the terms of this Agreement, the Policies and Procedures and the Compensation Plan.
12. **Termination.** I may terminate this Agreement at any time for any reason. The Company may terminate this Agreement at any time for any reason. In addition, the Independent Consultant or the Company may elect, for any reason, not to renew this Agreement. Immediately upon termination or nonrenewal of this Agreement, I agree that I shall immediately cease representing myself as an Independent Consultant of the Company; I agree that I will lose all rights to my participation in the Compensation Plan, including all future commissions and earnings, and I agree that I will take all other actions reasonably required by the Company to terminate my relationship with the Company and to protect Zurvita Trade Secrets.



13. I agree to abide by the Company's retail customer refund policy, as set forth in the Policies and Procedures. As more fully set forth in the Policies and Procedures, I acknowledge that an Independent Consultant is eligible to receive a refund for products, services and literature purchased by an Independent Consultant, less a 10% handling fee, if the Independent Consultant chooses to terminate the Agreement and return the products or services in resalable currently marketable condition within 12 months of purchase. Commissions paid on returned products must be repaid to the Company by the Independent Consultant earning the commission.

14. The Company may revise its Policies and Procedures and its Compensation plan at any time at its sole discretion. All amendments will be published and distributed by the Company through all its media channels. I understand that the acceptance of any Company check for commission, bonuses or payment constitutes my agreement to the latest revisions of the Company's Policies and Procedures or Compensation Plan.

15. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of the Company. The Company may assign the Agreement at any time.

16. I agree to indemnify and hold harmless the Company, its subsidiaries, affiliates, and their shareholders, officers, agents, employees, and directors, from and against any claim, demand, liability, loss, cost or expense, including, but not limited to, court costs or attorneys' fees, asserted against or suffered or incurred by any of them by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, my: (a) activities as an Independent Consultant, including, without limitation, any unauthorized representations made by me; (b) breach of the terms of this Agreement; or (c) violation of or failure to comply with any applicable federal, state or local law or regulation. The Company shall have the right to offset any amounts owed by me to the Company (including, without limitation, the repayment of commissions as a result of product returns) against the amount of any commissions or bonuses owed to me.

17. This Agreement will be governed by and construed with the laws of the State of Delaware, without reference to its conflict of laws rules.

18. Except as set forth in the Policies and Procedures, all disputes relating to the performance of either party under this Agreement shall be settled by arbitration in the City of Houston, State of Texas, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties will have full discovery rights allowed under the Federal Rules of Civil Procedure.

19. I agree that upon a breach of this Agreement that the Company will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. I agree that the remedy at law for any breach of any provision of this Agreement shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, the Company shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement.

20. Except as expressly set forth herein, any communication, notice or demand of any kind whatsoever which either party may

be required or may desire to give to or to serve upon the other shall be in writing and delivered by electronic communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested or by personal service), or by registered or certified mail, postage prepaid, return receipt requested. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or other evidence of delivery, if mailed.

21. All rights, powers and remedies given to the Company are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of the Company to exercise any power or right under this Agreement or to insist upon strict compliance by an Independent Consultant with any obligation or provision shall constitute a waiver of the Company's right to demand exact compliance therewith. Waiver by the Company can be effective only in writing by an authorized officer of the Company.

22. The Company shall be entitled to its cost and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.

23. If under any applicable law or rule of any applicable jurisdiction, any provision of the Agreement is held to be invalid or unenforceable, the remainder of the Agreement will be interpreted as best to effect the intent of the parties hereto. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Agreement.

24. The covenants and obligations of an Independent Consultant to abide by the non-solicitation and confidential information covenants contained herein shall survive termination of this Agreement.

25. This Agreement, the Policies and Procedures and the Compensation Plan (all of which are incorporated herein by reference), constitute the entire agreement between the Company and an Independent Consultant, supersede all prior agreements and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both parties.

26. Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

27. A Montana resident may cancel his or her Consultant Agreement within 15 days from the date of enrollment and receive a 100% refund for all fees paid and products or services purchased prior to the date of cancellation.

Signature: _____

Print Name: _____

Date: _____