

Independent Consultant Terms of Agreement - México

The undersigned Independent Consultant agrees as follows:

1. I am an Independent Consultant of the Company. I affirm that I am legally authorized to conduct business in the country/territory where I reside. I am an Independent Consultant and understand that this Agreement in no way creates an employer/employee relationship, partnership or joint initiative. I will not be treated as an employee, agent, franchisee, business partner or owner of the Company. Zurvita deducts Income Tax (ISR) from commissions and / or bonuses. Zurvita does not deduct other personal taxes from commissions and / or bonuses and remits the withholding tax to the Tax Administration Service every month.

2. If I choose to enroll as an individual with business activities, I am responsible for paying all federal taxes and licensing requirements and fees attributed to my sales and earnings activities. In no case Zurvita will be considered as a substitute or solidary employer.

3. I do not have any authority to bind or incur any obligation on behalf of Zurvita®, Zurvita Inc or “ZRVITA MÉXICO, S. DE R.L. DE C.V.”

4. I have read and understand the Policies and Procedures, and the Compensation Plan of the Company, which are an integral part of this agreement, and I 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, I must fully comply with Zurvita’s Policies and Procedures, including, among other activities, support for the network of Independent Consultants and clients that, according to the multilevel sales model, I include in my network of Independent Consultants.

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. I acknowledge that the Company’s trademarks, service marks, trade names, patents and copyrighted materials are owned solely by the Company, and that use of such marks and materials by me must be in compliance with the Company’s written policies, as such may be amended by the Company from time to time. 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 use and bear its approval designation. I further agree that the Company has the exclusive proprietary interest in its customer lists, customer information developed by or for the Company Independent Consultant lists, manufacturing procedures, formulas, source codes, product development and in all operating, financial and marketing materials; and that all such information is confidential. Customers I procure on behalf of the Company are deemed to be customers of the Company. I will not use or disclose such information to any third party except in strict accordance with this Agreement and the Policies and Procedures. I agree to use my best efforts to keep such information confidential and shall not use such information to sell products or services other than the Company’s products and services or in connection with any other business during the term of and after termination of this Agreement. Upon termination or nonrenewal of this Agreement, I immediately will cease all use of the Company’s trademarks, service marks and proprietary and confidential information and, if requested by the Company, return all such 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. I may terminate this Agreement at any time upon 30 days written notice to the Company. The Company may terminate this Agreement for cause at any time by sending written notice to me by email to the email address I have provided to the Company. Cause is defined as a breach of the Agreement as determined in Zurvita’s sole discretion. In addition, the Company may elect, in its sole discretion, not to renew this Agreement with me. Immediately upon termination or nonrenewal of this Agreement, I must cease representing myself as an Independent Consultant of the Company, will lose all rights to my participation in the Compensation Plan, including all future commissions and earnings, and will take all other actions reasonably required by the Company. Zurvita must not invoke any type of cause to terminate in advance the contractual relationship with the Independent Consultant.



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 and interpreted according to the laws and courts of Mexico City.

18. Except as set forth in the Policies and Procedures, all disputes related to the performance of any party under this Agreement will be resolved under the procedures outlined in the Policies and Procedures.

19. I agree that by violating this Agreement the Company will terminate my account and will continue with all legal measures allowed under the law to protect its interests.

20. Except for the exceptions established in this instrument, all communications that must be made in writing must be addressed to the following email address: **Mexico@Zurvita.com** and must include acknowledgment of receipt by the company.

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. If for any legal reason under the applicable jurisdiction, any provision of this Agreement is declared invalid or cannot be enforced, the remainder of the Agreement will be construed in the best manner to affect the intent of the parties here present. The remaining provisions of this Agreement will remain complete and effective and will not be affected by the illegal, invalid or unenforceable provision or your separation from this Agreement.

23. 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.

24. This Agreement, the Policies and Procedures and the Compensation Plan (which are incorporated herein for reference), constitute an entire agreement between the Company and an Independent Consultant, supersede all prior agreements and no other promises, representations, warranties, or agreements of any kind will be valid.

Signature: _____

Print Name: _____

Date: _____