

TERMS & CONDITIONS

1. I understand that as an Independent Leader for VIVRI USA LLC ("VIVRI", "Company", "we" or "our"):

- a. I have the right to offer for sale VIVRI products and services in accordance with these Terms and Conditions.
- b. I have the right to enroll others as VIVRI Independent Leaders ("Leaders").
- c. If qualified, I have the right to earn commissions pursuant to the VIVRI Compensation Plan.

2. I agree to present the VIVRI Compensation Plan and VIVRI products and services as set forth in official VIVRI literature.

3. I agree that as a VIVRI Leader I am an independent contractor, and not an employee, partner, legal representative, or franchisee of VIVRI. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF VIVRI FOR FEDERAL OR STATE TAX PURPOSES OR FOR ANY OTHER REASON. VIVRI is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers compensation or unemployment security benefits of any kind from VIVRI.

4. I have carefully read and agree to comply with the VIVRI Policies and Procedures, the VIVRI Compensation Plan, the Independent Leader Back-Office & Replicated Website Terms of Use, and the Business Entity Addendum (the Business Entity Addendum is applicable only to those who enroll as Leaders under a business entity) which are incorporated into and made a part of these Terms and Conditions (these documents shall be collectively referred to as the "Agreement"). I understand that the Agreement may be amended at the sole discretion of VIVRI, and I agree to abide by all such amendments. Notification of amendments shall be posted on VIVRI's website, in your Leader Back-Office, and/or sent via email. Amendments shall become effective 30 days after publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my VIVRI business or my acceptance of bonuses or commissions after the effective date of the amendments shall constitute my acceptance of any and all amendments.

5. Your VIVRI business shall remain in effect so long as you remain in compliance with the terms of the Agreement, pay your annual renewal fee, and meet the requirements of the VIVRI Compensation Plan, or until you voluntarily cancel your VIVRI Agreement. Notwithstanding the foregoing, VIVRI reserves the right to terminate all Leader 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. Leader may cancel this Agreement at any time, and for any reason, upon written notice to VIVRI at its principal business address or by cancelling through his/her VIVRI back-office.

6. In the event of cancellation or termination, 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.

7. I may not sell, transfer, or assign any rights under the Agreement without the prior written consent of VIVRI. Any attempt to sell, transfer or assign the Agreement without the express written consent of VIVRI renders the Agreement voidable at the option of VIVRI and may result in termination of my business.

8. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from VIVRI. I further agree that if I fail to comply with the terms of the Agreement, VIVRI may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures, which may include the involuntary termination of my VIVRI independent business.

9. The Parties and their respective parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and the Parties release one another from, all claims for incidental, consequential and exemplary damages for any claim or cause of action relating to the Agreement.

10. I agree to release VIVRI and its affiliates from all liability arising from or relating to the promotion or operation of my VIVRI business and any activities related to it (including, but not limited to, the presentation of VIVRI products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify VIVRI for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

11. The Agreement, in its current form and as amended by VIVRI at its discretion, constitutes the entire contract between VIVRI and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

12. Any waiver by either Party of any breach of the Agreement must be in writing and signed by the Party waiving the breach. With respect to VIVRI, only officers of the Company are authorized to waive any policy. Waiver by one who is not an officer of the Company shall not be binding on VIVRI. Waiver by either Party of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.

13. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

14. If the Leader applicant is a business entity of any type (trust, partnership, limited liability company, corporation, etc.), all members, managers, shareholders, trustees, partners, or others with any ownership interest in the business entity (collectively "Owners") shall be jointly and severally liable for all contracts entered into with VIVRI. Each Owner is individually bound to and must comply with and agree to the terms and conditions of the Agreement. Violation of the Agreement by any Owner or employee of the business entity shall be jointly and severally imputed to the business entity and all Owners of the business entity. Each Owner certifies that neither he/she, nor any household family member, has any ownership, financial, or equitable interest in, or managerial responsibility for, any other VIVRI business, and has not had any such interest or responsibility for at least six calendar months prior to submitting this Application and Agreement. Any breach of the Agreement by any Owner or employee of the business entity shall be grounds for disciplinary action jointly and severally against the business entity and/or each individual Owner.

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through confidential arbitration. The Parties waive rights to trial by jury or to any court. Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court to which the Parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its trade secrets and intellectual property rights, trade secrets, and/or confidential information including but not limited to enforcement of its rights under the nonsolicitation provision of the Agreement.

15. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Nevada, or the United States District Court for the District of Washoe, Nevada. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Nevada shall govern all other matters relating to or arising from the Agreement.

16. In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.

17. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

18. Montana Residents: A Montana resident may cancel his or her Leader Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time.

19. Wyoming and Massachusetts Residents: Should you cancel your Leader Agreement, VIVRI will refund 90% of your purchase price

20. 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 or via email at corporate@vivri.com

21. If either party wishes to bring an action against the other 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, whichever is longer. Failure to bring such action within such time shall bar all claims against the other Party for such act or omission. The Parties waive all claims that any other statute of limitations applies.

22. I authorize VIVRI to use my name, photograph, personal story, testimonial, likeness, and/or any material I submit to the company in advertising or promotional materials and waive all claims for remuneration for such use.

23. I certify that I have reached the age of majority in my state of residence.

Name and Signature

Date