



Terms & Conditions

This Agreement is between me and RBC Life Sciences, Inc. (hereinafter "Company" or "RBC") effective under the terms and conditions below:

1. I hereby apply to become an Associate in the Company's marketing program. The Company has the right to accept or reject any Application and Agreement for any reason. I am of legal age in the state in which I enter this Application and Agreement.
2. I have read and agree to the terms of this Application and Agreement, the RBC Associate Policies and Procedures and the RBC Associate Compensation Plan, all of which are incorporated herein by reference and collectively referred to as the "Agreement." The Company reserves the right to change the terms and conditions of the Agreement at its sole discretion and I agree to be bound by any such changes.
3. I shall become an Associate upon acceptance of this Application and Agreement by the Company. As an Associate, I shall be entitled to the rights and privileges of Associates in accordance with the terms of the Agreement, including but not limited to, selling the products and services offered by the Company, sponsoring new Associates and receiving bonuses and commissions.
4. The term of the Agreement is one year from the date of execution. If I do not order products from RBC for a period of 12 consecutive months or otherwise renew in accordance with the Company's then current renewal policy, the Company may terminate the Agreement at its discretion and remove me from its Associate records.
5. I agree that as an Associate, I am an independent contractor and not an employee or legal representative of the Company. Accordingly, I will not be treated as an employee for federal or state tax purposes and agree that I am responsible for all applicable income, social security, unemployment or other taxes arising from my activities as an Associate.
6. I agree to perform my obligations as an Associate with honesty and integrity and I will abide by any and all federal, state, provincial, county and local laws, regulations and rules. If I sponsor other Associates, I agree that I have a duty to support and train them as described in the Associate Policies and Procedures.
7. I acknowledge that the Company's trademarks, service marks, trade names, patents and copyrighted materials represent intellectual property owned solely by the Company. I will not use any such intellectual property, except in advertising provided to me by the Company, without prior written approval by the Company.
8. I agree that Downline Reports (as defined in the Associate Policies and Procedures) customer lists, manufacturing procedures, formulas, source codes, product development and financial materials (collectively, "Confidential Information") are confidential and proprietary business trade secrets of the Company. I agree not use the Confidential Information for any purpose other than developing my RBC business. I specifically agree not to disclose any information contained in the Confidential Information to any third party or use any Confidential Information to compete with RBC or to recruit or solicit other Associates to participate in any other business venture.
9. The Company strictly prohibits the purchase of unreasonable amounts of product solely for the purpose of qualifying for commissions, bonuses or advancement under the Associate Compensation Plan. I agree not to engage in this practice or encourage others to do so.
10. This Agreement may not be transferred or assigned by me without the prior written approval of the Company, in its sole discretion, and then only in accordance with the Associate Policies and Procedures. The Company may assign this Agreement at any time.
11. I am entitled to terminate the Agreement at any time and for any reason upon written notice to the Company. Upon notification of termination, the Company will repurchase inventory and sales materials in accordance with the RBC Associate Policies and Procedures.
12. No purchase or investment is necessary to become an Associate other than the purchase of an Associate Kit. Purchasing the Associate Kit is mandatory except where prohibited by law.
13. During the term of and for a period of one year following termination of the Agreement, I agree that I shall not solicit or recruit, either directly or indirectly, any RBC Associate to join or sell or purchase products or services from any other direct sales or network marketing company or individual, or to terminate or alter his/her business relationship with the Company.



Terms & Conditions

14. If I fail to comply with the terms of the Agreement, the Company may, at its discretion impose upon me disciplinary sanctions, including termination of the Agreement, as set forth in the Associate Policies and Procedures.
15. The Company's failure to exercise any rights set forth in the Agreement or to insist on my strict compliance with the terms and conditions of this Agreement does not constitute a waiver of the Company's rights to require compliance therewith. Any waiver by the Company of any breach of this Agreement must be in writing and signed by an authorized officer of the RBC.
16. The Company, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as "affiliates"), shall not be liable for, and I waive all claims to, consequential and exemplary damages against the Company and its affiliates. I further agree to release the Company and its affiliates from all liability arising from or relating to the operation of my RBC business and any activities related to it (e.g. the presentation of RBC products and/or business, the operation of a motor vehicle, the lease of meeting or training facilities, etc.). I agree to indemnify and hold harmless the Company and its affiliates for any liability, damages, fines, penalties or other awards, costs or expenses arising from (i) the operation of my business; or (ii) my breach of this Agreement or any law or regulation.
17. This Agreement shall be governed by the laws of the State of Texas. All claims and disputes between the parties related to or arising from the Agreement shall be settled as specified in the Arbitration Policy contained in the Associate Policies and Procedures.
18. Venue and jurisdiction for purposes of enforcing an award by an arbitrator, for equitable relief or for any other matter not subject to arbitration as specified in the Associate Policies and Procedures shall reside in Dallas County, State of Texas or in the United States District Court in Dallas, Texas, unless otherwise expressly required by law.
19. I agree that upon breach of this Agreement, the Company will be immediately and irreparably harmed and can not 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 the Agreement and/or to compel specific performance of this Agreement.
20. The Agreement constitutes the entire agreement between the Company and me and no other additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing. Notice shall be given to me by the Company as set forth in the Policies and Procedures.
21. If any provision of the Agreement is held to be invalid or unenforceable, only the invalid portion(s) of the provision shall be severed from the Agreement and the balance of the Agreement will remain in full force and effect.
22. 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.
23. My obligations to abide by the nonsolicitation, the trade secrets and confidential information covenants contained in this Agreement shall survive termination of this Agreement.
24. Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law. A Montana resident may cancel this Agreement within fifteen (15) days of the date of enrollment and may return the business kit for a full refund within such time.