

INDEPENDENT MARKETING REPRESENTATIVE (IMR) APPLICATION AND AGREEMENT

Where available,
I would prefer my
company information in

- English
 Chinese
 Spanish

350 Paularino Ave. Costa Mesa, CA, 92626
Tel: (949) 645-6100 • Fax: (949) 645-1044

Applicant Information

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Social Security Number or Federal Tax ID Number

Tax Resale Number (if any) Attach copy

Blanket Certificate of Resale Attached

Last Name (Please Print) First Name Middle Initial Company Name or DBA (Attach Document)

Street Address (UPS will not deliver to a P.O. Box) City State Zip Code

Mailing Address (if different)

() () Home Phone Cell Phone E-Mail Spouse's/Partner's Name (if a Co-Applicant) Spouse's Social Security Number or Federal Tax ID Number

<p style="text-align: center;">SPONSOR INFORMATION</p> <table style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;"> <input type="checkbox"/> Sponsor ID# <input type="checkbox"/> Federal Tax ID No. </td> <td style="width: 50%; border-bottom: 1px solid black;"> (or) Reference No. </td> </tr> <tr> <td style="border-bottom: 1px solid black;">Last Name or Company Name (Please Print)</td> <td style="border-bottom: 1px solid black;">First Name Middle Initial</td> </tr> </table>	<input type="checkbox"/> Sponsor ID# <input type="checkbox"/> Federal Tax ID No.	(or) Reference No.	Last Name or Company Name (Please Print)	First Name Middle Initial	<p style="text-align: center;">RECRUITER INFORMATION (if different from Sponsor Information)</p> <table style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;"> <input type="checkbox"/> Recruiter ID# <input type="checkbox"/> Federal Tax ID No. </td> <td style="width: 50%; border-bottom: 1px solid black;"> (or) Reference No. </td> </tr> <tr> <td style="border-bottom: 1px solid black;">Last Name or Company Name (Please Print)</td> <td style="border-bottom: 1px solid black;">First Name Middle Initial</td> </tr> </table>	<input type="checkbox"/> Recruiter ID# <input type="checkbox"/> Federal Tax ID No.	(or) Reference No.	Last Name or Company Name (Please Print)	First Name Middle Initial
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I have read this Agreement (including the Terms and Conditions on the reverse side of this page), and I do hereby accept and agree to all the terms and conditions thereof. I understand that I have the right to cancel my IMR business at any time—regardless of reason—and that a cancellation must be submitted in writing to the Company at its principal place of business shown above. I understand that my IMR business must be renewed annually, and the renewal fee must be paid directly to the Company by the due date.

I am placing my initial order totaling at least 100PV (volume) to qualify for membership and certify that I will sell at least 70% of my product orders prior to reordering. I understand that commissions are based on volume, not wholesale price.

X _____ / ____ / ____
Authorized Signature Month Date Year

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation Form attached to this document for an explanation of this right.

PRODUCT ORDER (PLEASE REFER TO CURRENT PRICE LIST)

Stock#	Product description	QTY.	Suggested Retail	Total Retail	Wholesale	Total Wholesale

Payment is enclosed (please check one): VISA MasterCard American Express
 Discover Card Cashier's check or money order Personal or business check Cash

Retail Price \$ _____ Wholesale Price \$ _____

Please make check or money order payable to VIVA Life Science.

Your State Sales Tax _____%

Credit Card No. _____ Exp. Date _____

Sales Tax \$ _____

Name _____

Shipping Charges** \$ _____


X _____
Cardholder's Signature


Total \$ _____


*SHIPPING CHARGES


*Shipping charges (for continental U.S. only)
\$0-\$99.99 \$7 flat rate **\$600-\$999.99** products wholesale x 4.5%
\$100-\$599.99 products wholesale x 6% **\$1,000 and over** products wholesale x 3%
 Shipped UPS Ground. For other rates, please call IMR Services. Note: NO VOLUME for shipping and sales tax.

4 FAST AND EASY WAYS TO ORDER

 **CALL**
toll-free 800-243-VIVA
from 8:30 am to 5:30 pm
Monday thru Friday Pacific Time

 **MAIL**
your order with payment to:
350 Paularino Ave.
Costa Mesa, CA 92626, USA

 **FAX**
your credit card order
24 hours a day to:
(949) 645-1044

 **Website**
your credit card order
24 hours a day at:
www.vivalife.com

Agreement of IMR Business Terms and Conditions

I hereby apply to become an Independent Marketing Representative (IMR) of VIVA Life Science™, Inc. hereinafter sometimes referred to as the "Company". I have read and agree to the terms and conditions set forth or referred to in this Agreement, which terms include the Independent Marketing Representative Application, the Policies and Procedures, the Equity Plus Compensation Plan, and other documents referred to herein. I shall become an IMR of the Company only upon acceptance by the Company at its headquarters in Costa Mesa, California, as confirmed in writing by the Company.

1. I represent that I am of legal age to enter into binding contracts under the law of the state in which I reside. I understand and agree that I shall be an INDEPENDENT CONTRACTOR of the Company, solely responsible for my own business activities and for the payment of all federal, state and local self employment and any other applicable taxes or fees. I shall NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL TAX PURPOSES OR FOR ANY OTHER PURPOSES (including, but not limited to, the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, income tax withholding, income tax, or any other laws or regulations covering employees), nor shall I be an agent, partner or joint venturer of the Company, nor shall I assert anything to the contrary. I shall have no right or power to incur any debts, contracts, obligations or liabilities on behalf of or binding upon the Company. I will remit applicable sales taxes with each product order unless I have on file with the Company a copy of a statement of my resale tax number in the state of my residency.
2. The terms and conditions governing my purchases of Company products, my earnings, and all aspects of my relationship with the Company are and shall continue to be governed by this Agreement as defined above, including the IMR Application, the Company's Policies and Procedures, the Equity Plus Compensation Plan, and any other written and published rules, regulations, documents or instruments referred to herein or hereafter published by the Company, in its sole and absolute discretion. I have read and understood the Policies and Procedures and Equity Plus Compensation Plan of the Company and acknowledge and agree that they are incorporated into this Agreement in their present form or as they may be modified from time to time by the Company, in its sole and absolute discretion. The annual renewal of my IMR business or my continued participation in reselling Company products, promoting the Company's business, or both, after such modifications shall constitute my acceptance of and agreement to those modifications and shall constitute a legally binding amendment of this Agreement.
3. Permissible IMR purchases shall be automatically modified to comply with the exemption requirements set forth in any states' laws regulating business opportunities or similar matters.
4. I shall use my active and best efforts at all times to promote and sell the Company's products and to promote the Company's business. If I sponsor other IMRs, I will thereafter use my best and continuing efforts to provide bona fide guidance, encouragement and support to sponsored IMRs and their downlines. I am responsible for supervising and supporting IMRs I sponsor into the program and in my commissionable downline. I agree to maintain monthly communication and support to those IMRs in my downline thereof: personal contact, telephone communication, written communication and attendance at IMR meetings. I understand that the Company's IMRs are not assured or promised any specific amount of earnings, and that my earnings and success will depend upon my resale of Company products and my recruiting of other successful IMRs.
5. This Agreement does NOT INVOLVE THE SALE of a franchise or of an IMR business. The Company DOES NOT REQUIRE ITS IMRs TO MAINTAIN AN INVENTORY OF COMPANY PRODUCTS. NO PURCHASES OR INVESTMENTS ARE REQUIRED for the right to sponsor other IMRs or to distribute the Company's products.
6. The success of the Company's business is BASED UPON RETAIL SALES TO THE END CONSUMER. IMRs shall not purchase or encourage other IMRs to purchase quantities of product in excess of that needed for their own personal or family use, retail sales and to service the needs of their IMRs. ENCOURAGING OTHERS TO PURCHASE INVENTORY IN EXCESS OF THAT AMOUNT IS "INVENTORY LOADING" AND IS STRICTLY PROHIBITED. In order to receive bonuses under the Equity Marketing Plan, an IMR must sell at wholesale and/or retail and/or consume for his or her own purposes, at least 70% of the total amount previously purchased. I further agree that I may be required upon Company request to show proof of such retail sales activities.
7. Information contained in any downline report or bonus recap provided to an IMR by the Company is a "trade secret" of the Company and is transmitted to the IMR in confidence. The IMR agrees that for the term of this Agreement and in perpetuity thereof he or she will not disclose any such information to any third party directly or indirectly or use the information to compete with the Company or for any purpose other than supporting his or her own downline's VIVA Life Science™, Inc. business. The IMR and the Company agree that, without this Agreement of confidentiality and non-disclosure, the Company would not provide the information to the IMR.

8. I shall not make any false or misleading statements about the Company, its products or compensation opportunity. I shall not make any claims about the Company's products except for those claims made in Company published written materials current at the time.
9. I shall abide by any and all laws and regulations applicable to my activities in relation to the Company, including filing such reports and obtaining such licenses as may be required. I shall indemnify and hold harmless the Company against any claims rising from or relating to my acts or omissions as a Company IMR.
10. This Agreement shall become effective from the date of acceptance by the Company until such time that my IMR business is not renewed or is either voluntarily or involuntarily terminated. If I wish to continue as an IMR, I must apply to renew this Agreement annually prior to the expiration date set by the Company. The Company shall have sole discretion as to the amount of renewal fees and whether to accept such renewal application.
11. Due to the strict Food and Drug Administration and Federal Trade Commission regulations concerning Internet websites, the Company therefore prohibits any IMR to publish, advertise, display or activate any personal independent website or publication without the prior written authorization of the Company. The Company reserves the right to modify, amend or deny use of any IMR website or publication related to the Company or its products. IMRs with unauthorized Internet websites or publications will be subject to immediate suspension or termination.
12. The Company shall have the right to immediately terminate or suspend any IMR Business, or any rights or privileges of an IMR business, including the right to receive downline compensation, if the IMR fails to abide by the terms of this Agreement (including the Policies and Procedures), in its current form or as modified from time to time by the Company, in its sole and absolute discretion. Further, this Agreement may be terminated by either party with or without cause or reason at any time during the initial term or any renewal term, upon not less than thirty days written notice.
13. I acknowledge that the Policies and Procedures (and other documents mentioned above) contain important provisions which govern the terms and conditions of my IMR business, including limitations of transfers of that IMR business, as well as many provisions on many subjects which supplement the terms set forth only briefly above.
14. The terms and provisions of this Agreement and any dispute arising hereunder shall be construed under and governed by the laws of the State of California, without giving effect to the choice of law rules or laws of California. Jurisdiction and venue over any legal action involving or related to this Agreement or any other aspect of the legal relationships of the Company and myself (whether as an IMR, customer or otherwise) shall be proper exclusively in the State or Federal courts located in Orange County, State of California, and no other court shall have jurisdiction. I hereby submit myself and such matters to such courts' jurisdiction.
15. This Agreement, including the documents referred to herein, as modified from time to time in writing published by the Company, constitute the entire Agreement between me and the Company and no other or additional promises, representations, warranties or agreements of any kind shall be valid or binding unless in writing and signed by the Company.
16. VIVA Life Science™, in its sole and exclusive discretion, reserves the right to modify or terminate at any time these Policies and Procedures, IMR Application, the Equity Plus Compensation Plan, and any other written and published rules, regulations, documents or instruments referred to herein or hereafter published by the Company.
17. Severability. To the extent any provision or any portion of any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect. In furtherance and in limitation of the foregoing, should the duration of geographical extent of, or business activities covered by, any provision of this Agreement be in excess of that which is valid and enforceable under applicable law, then such provision shall be construed to cover only that duration, extent, or activities which may validly and enforceably be covered.
18. Attorneys' Fees. In the event any action is commenced by either party hereto pertaining to the terms and provisions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other relief which may be entitled in such action.
19. Arbitration. Any dispute arising under this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The Parties agree that such arbitration pursuant to this Agreement shall be the sole and exclusive remedy for resolving any such claims and disputes.