

TERMS AND CONDITIONS

- I understand that as a Max International (hereafter referred to as Max) Associate:
 - have the right to offer for sale Max products and services in accordance with these Terms and Conditions.
 - have the right to enroll persons in Max.
 - If qualified, I have the right to earn commissions pursuant to the Max Compensation Plan (hereafter referred to as the "Max Plan").
- I agree to describe and represent the Max Plan and Max products and services as required by the Policies and Procedures and other Max guidelines.
- I agree that as a Max Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Max. I agree that I will be solely responsible for paying all that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF MAX FOR FEDERAL OR STATE TAX PURPOSES.
- I have carefully read and agree to comply with the Policies and Procedures and the Max Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions. I understand that these Terms and Conditions, the Max Policies and Procedures, or the Max Plan may be amended at the sole discretion of Max, and I agree to abide by all such amendments. Notification of amendments shall be posted on Max's website or distributed in other reasonable commercial means. Amendments shall become effective 30 days after publication. The continuation of my Max business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- The term of this agreement is one year (subject to prior cancellation for inactivity pursuant to the Policies and Procedures). If I fail to annually renew my Max business or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Associate. I shall not be eligible to sell Max products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or nonrenewal, 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. Max reserves the right to terminate all Associate 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. Associate may cancel this Agreement at any time, and for any reason, upon written notice to Max at its principal business address. Max may cancel this Agreement for any reason upon 30 days advance written notice to Associate.
- I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Max. Any attempt to transfer or assign the Agreement without the express written consent of Max renders the Agreement voidable at the option of Max and may result in termination of my business.
- I understand that if I fail to comply with the terms of the Agreement, Max may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
- Max, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Max and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Max and its affiliates from all liability arising from or relating to the promotion or operation of my Max business and any activities related to it (e.g., the presentation of Max products or the Max Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Max for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
- The Agreement, in its current form and as amended by Max at its discretion, constitutes the entire contract between Max and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- Any waiver by either party of any breach of the Agreement must be in writing and signed by an authorized officer of Max. Waiver by either party of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.
- If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
- This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. All disputes and claims relating to Max, this Agreement, or Max's products or services, the rights and obligations of any independent Associate and Max or any other claims or causes of action relating to the performance of any independent Associate or Max under the Agreement shall be settled totally and finally by arbitration in Salt Lake County, State of Utah, or such other location as Max prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure and the Federal Rules of Evidence shall apply. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Max from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect Max's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- The parties consent to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
- Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
- Montana Residents: A Montana resident may cancel his or her Associate Agreement within 15 days from the date of the enrollment, and may return his or her starter kit and any products or other sales tools for a full refund within such time period.

16. If an Associate wishes to bring an action against Max 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. Failure to bring such action within such time shall bar all claims against Max for such act or omission. Associate waives all claims that any other statutes of limitations applies.

17. I authorize Max to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

18. A faxed and/or scanned and emailed copy of the Agreement shall be treated as an original in all respects.

19. If the Associate listed on the attached Application and Agreement is an individual, the Associate is a U.S. citizen. If the listed Associate is a partnership, each of the general partners is a U.S. citizen. If the listed Associate is a trust, each of the beneficiaries is a U.S. citizen. If the listed Associate is a corporation, limited liability company, limited partnership or limited liability partnership, the Associate was duly formed under U.S. federal law or the laws of a State thereof..

AUTOSHIP TERMS & CONDITIONS

- By electing to participate in the Max AutoShip Program, you authorize Max to charge payment for your AutoShip orders to your credit card identified on the front of this Agreement, including shipping, handling and applicable taxes.
- To change your AutoShip order selections, method of payment, or the authorized amount, a new AutoShip Form must be submitted to Max. If more than one AutoShip Form has been submitted, the most recent will supersede all previous AutoShip Forms. Max reserves the right to change its prices associated with its products without notice.
- Your AutoShip participation and payment authorization will remain in effect until you: (1) elect to alter or change any aspect thereof by submitting a new signed AutoShip Form; or (2) send, in writing, your cancellation to Max by email, mail or fax to the email address, mailing address or fax number listed on the front of this Agreement (Notice must include your name, address, and Associate ID Number). Notice of cancellation must be received at least three (3) business days prior to your scheduled AutoShip shipment in order to avoid charges for that month. If a cancellation notice is received within such time period, cancellation will become effective in month following the month in which your notice of cancellation is received by Max.

AUTOSHIP LOYALTY TERMS AND CONDITIONS

- The Max Loyalty Program (Program) requires AutoShip enrollment for a minimum period of three months. You are purchasing product for personal consumption, not for resale. Your participation in the Program is optional.
- You authorize Max to charge your credit card each month on the monthly shipment date that you have specified. After this minimum three-month period, your AutoShip will automatically convert to a month-to-month AutoShip at Loyalty price until you cancel your enrollment in the Program, or the Program is ended.
- You may cancel or suspend your Program AutoShip at any time by calling Max Customer Support at (801) 316-6380. If you do so, or decrease the number of product units in your order, after the first monthly shipment of product during the initial three-month term, your credit card will be charged a cancellation fee of \$60 (subject to increase or decrease depending on currency exchange rates) for each unit of product in your scheduled monthly order. (For example, if you cancel an order of 2 units, or reduce an order from 3 units to 1 unit, you will be charged \$60 x 2 units for a total of \$120.)
- On all purchases, you will be charged applicable sales tax on retail sales transactions at your purchase price.
- The Program is valid until it is terminated by Max in its sole discretion, without obligation to provide notice.
- Max reserves the right to modify any terms of the Program in its sole discretion and without prior notice. The Program is void where prohibited by law and subject to all federal/state/local laws and regulations.

ASSOCIATES RETURN POLICY

As set out in section 7.3 of the Max Policies and Procedures, Associates may return his or her Starter Kits and any products and sales aids held in his or her inventory for a refund at any time, provided such return is made within one year of original purchase, and in Resalable condition (as defined below). Associates may only return Starter Kits, products and sales aids that he or she personally purchased from Max (purchases from other Associates or third parties are not subject to refund). Upon receipt of a returned and Resalable Starter Kit and/or Resalable products and/or sales aids, the Associate will be reimbursed 100% of the net cost of the original purchase price(s), less a 10% re-stocking fee. Shipping charges incurred by an Associate when the Starter Kit, products or sales aids were purchased will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Associate was paid a commission based on a product(s) purchase and resale, and such product(s) is subsequently returned for a refund, the commission that was paid to the Associate will be deducted from the amount of the refund.

Resalable —Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to Max within one year from the date of purchase; 5) the product contains current Max labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

