



# **ENZACTA IBO Application & Agreement Terms and Conditions**

**ENZACTA USA, LLC**

## ENZACTA IBO Application & Agreement Terms and Conditions

Upon acceptance of this Independent Business Owner Application and Agreement (the "Application") by ENZACTA USA, LLC ("ENZACTA"), I agree that I will be bound by the terms of a legal agreement between ENZACTA and myself. I also confirm, by my signature on this Application, that I have received, read, understood and agree to all the terms of this Application, including those hereunder, and the provisions of the ENZACTA Policies and Procedures (the "Policies and Procedures") and the ENZACTA Compensation Plan (sometimes referred to as the Compensation Plan, and including the ENZACTA Awards/Rewards Program, and hereafter, the "Compensation Plan"), which are expressly incorporated into my agreement with ENZACTA, and which will collectively be referred to as the "Agreement" hereunder. I also agree that ENZACTA has the right to change the Policies and Procedures and the Compensation Plan, from time to time, and that publication of same on the ENZACTA website shall constitute reasonable notice of such changes to me, and will become binding on me within 14 days of publication.

I further agree that:

1. I am legally competent to execute a contract in the jurisdiction in which I reside.
2. I have the right to purchase ENZACTA products and services for resale in accordance with the various terms and conditions of the Agreement.
3. I understand that no purchases are necessary to become an ENZACTA Independent Business Owner (IBO) or to maintain, or advance in the Compensation Plan. In order to familiarize new IBOs with ENZACTA products, services, sales techniques, sales aids, and other matters, and for the sole purpose of facilitating sales, ENZACTA requires that new IBOs purchase an ENZACTA IBO Standard Business Starter Kit, and ENZACTA Business Support & Services. ENZACTA will sell these items to new IBOs at its cost price of \$49 and \$50 respectively, which is at or below ENZACTA's cost price of same. Any products or services I purchase from ENZACTA, including these starter items, may be returned for refund under the terms of the "IBO Buy-Back Policy," below. I understand that any additional products or services that I choose to purchase from ENZACTA in connection with becoming an IBO or in the future are strictly optional.
4. I acknowledge that there is only one revenue earning event for an IBO, namely the sale of ENZACTA products and services to retail customers, and that payment of all bonuses, commissions and other remuneration to IBOs under the Compensation Plan is properly to be construed as either payment for the inherent mark-up associated with the resale of ENZACTA products and services to retail customers, or as payments in respect of the resale of products to others by an IBO's downline, or for the training, motivation and marketing services inherent therein. I understand that the basis on which bonuses, commission, and other remuneration is set out in the Compensation Plan, and that other relevant terms and conditions are set out here, and in the Policies and Procedures, including a general prohibition against payment of head-hunting and other recruitment bonuses in section 3.4 of the Policies & Procedures.
5. I am an Independent Business Owner conducting business for my own benefit, and am not an employee, representative, or agent of ENZACTA. I understand that IBOs are independent business contractors and that the terms of my legal relationship with COMPANY are set out in section 2.2 of the Policies & Procedures. I also understand that as an independent contractor, I will be generally responsible for the compliance with federal, state and local taxing legislation, as that legislation affects my independent business, and that ENZACTA will be entitled to treat me as an independent contractor for purposes of the same legislation, and that further information regarding my tax status as an independent contractor is set out in section 2.3 of the Policies & Procedures. I UNDERSTAND AND AGREE THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF ENZACTA FOR FEDERAL OR STATE TAX, CPP/EI, EMPLOYMENT STANDARDS, OR WORKERS COMPENSATION LEGISLATION PURPOSES. I will conduct my ENZACTA business in compliance with all Federal, State and Municipal laws pertaining to my independent business operations.
6. I understand this Agreement will continue in force until the annual renewal period and must be renewed each year during the annual renewal period. ENZACTA reserves the right to refuse any renewal request. I further understand that retention of my IBO Business is contingent upon my continued activity.
7. I shall conduct my ENZACTA independent business in full compliance with the Policies and Procedures and the Compensation Plan. I acknowledge that failure to comply with the Policies and Procedures or the Compensation Plan may result in termination of my ENZACTA business.
8. ENZACTA may provide customized portions of Lists to IBOs. Each portion of such List contains information specific to the IBO's Group. Lists may be provided by various media including, but not limited to, mail, fax, and the internet. Lists are provided for the exclusive and limited use of the IBO to facilitate follow-up and servicing of the IBO's Group. Each IBO agrees that the use of ENZACTA Lists, within the intended scope, constitutes a separate, exclusive license Agreement between the IBO and ENZACTA. Lists remain, at all times, the property of ENZACTA and must be returned to ENZACTA upon request. An IBO requesting a List agrees:
  - A. To limit the use of a List to the intended purpose, which is to exclusively advance an IBO's ENZACTA related business;
  - B. To hold confidential and not disclose any List or portion of a List to any third party, including, but not limited to, existing IBOs, competitors and the general public. Any intended or unintended use or disclosure of Lists, outside of those authorized, constitutes misuse, misappropriation, and a violation of this Agreement, and may cause irreparable harm to ENZACTA;
  - C. That, upon any violation under this section, the Business Affiliate will stipulate to injunctive relief, enjoining such use under applicable national or local law, and retrieval and return to ENZACTA all Lists previously provided to the IBO;
- D. That intended or unintended misuse of a List is cause for termination of an IBO business, whether or not such misuse causes irreparable harm to ENZACTA or one of its IBOs; and
- E. That the obligations under this section will survive the termination of this Agreement.
9. An ENZACTA IBO is granted permission to support, train and motivate IBOs they have personally sponsored, which permission shall be granted during the time that the IBO remains active and in good standing with ENZACTA. Additionally, limited permission is granted to an IBO to support and motivate any other ENZACTA IBO in the downline beneath them who have not yet reached the rank currently held by the IBO, and who do not have another IBO of the same or greater rank between the Downline IBO and the Sponsoring IBO. I acknowledge that I have no proprietary interest in any downline organization, and that on termination of this Agreement, I will be bound by the provisions of section 1.8 (and sections 2.4 and 2.5) of the Policies and Procedures, which shall survive this Agreement.
10. I shall participate in ENZACTA's current Compensation Plan. I agree to present the Compensation Plan and ENZACTA's products and services only as set forth in official ENZACTA literature and in accordance with section 4 of the Policies and Procedures, which prohibits false or misleading product claims. I agree to abide by the ENZACTA's general prohibition on income claims and earning or lifestyle representations set out therein. I acknowledge that any misrepresentation may result in termination of this Agreement.
11. I am strictly prohibited from purchasing ENZACTA products in commercially unreasonable amounts, and my obligations in this respect are set out in section 6.5 of the Policies and Procedures.
12. ENZACTA has a commercially reasonable buy-back guarantee set out in section 6.8 of the Policies and Procedures. My acceptance of this Agreement signifies that I am aware of and have read this buy-back guarantee, and have been informed of the existence of the buy-back guarantee and the manner in which it can be exercised.
13. I will conduct myself in a professional, businesslike manner at all times when participating in any ENZACTA business building activities. I will observe the highest standard of integrity, honesty and responsibility when dealing with others.
14. This Agreement may be terminated at any time by either party by written notice, in which case the Agreement shall terminate fourteen (14) days after the date of delivery of same to the other party, and shall terminate automatically on the first day of the month following an IBO's inactivity or non-renewal (as defined in the Policies and Procedures).
15. No representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth in the Agreement or in any ancillary documents to this Agreement. This Agreement (including the Policies and Procedures and the Compensation Plan) represents the entire Agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior to this Agreement are revoked and superseded by this Agreement and any ancillary documents referred to in this Agreement.
16. This Agreement and any matters arising from any fiduciary or other common law duty owed by the ISC to the Company shall be governed under the laws of the State of Wyoming. The parties agree that any claim, dispute or other difference between them shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Laramie County, Wyoming in the United States of America. Said arbitration shall be binding on the parties, any successors and assigns and the arbitration decision may be enforced in a Wyoming court of competent jurisdiction in accord with the laws of the State of Wyoming.
17. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.
18. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.
19. Any notices from the IBO may be delivered personally, or in writing, or by email, provided that in the case of notices delivered to ENZACTA, such notices are delivered or mailed to: **ENZACTA USA, LLC, 1712 Pioneer Ave. Ste. 794, Cheyenne, WY 82001 - USA.**
20. If I am conducting my Enzacta business through an entity (corporation, limited liability company, partnership, trust, etc.) I understand that I must designate no more than 2 Active Participants (pursuant to paragraph 1.10.5 of the P&P) that are personally responsible for complying with IBO requirements. I understand that I must complete and submit an "Entity Agreement and Designation of Active Participant" in order to conduct my IBO through an entity.

To be effective, all notices delivered by an IBO must include the IBO name, IBO identification number and address.

### Addendum to Representative's Agreement

ENZACTA USA, LLC has entered into an arrangement with the State of California for the administration of California Sales and Use Taxes. Under the terms of this arrangement, ENZACTA USA is responsible for the collection and remittance of all applicable California sales and use taxes. ENZACTA USA will collect the applicable tax on the suggested retail price. ENZACTA USA cannot accept resale certificates from the IBOs unless they hold a California sales and use tax permit for selling other tangible personal property obtained from vendors who are not a section 60 15 (b) retailer.