



Terms and Conditions

Independent Business Owner (IBO) Terms and Conditions Agreement

By electronically signing or accepting this Agreement online, I agree to abide by all of the terms and conditions, specified herein along with those contained in the ProvisionRx, Hereafter called (PRX) Policies and Procedures and PRX Compensation Plan. I understand that I may only receive compensation under the PRX Compensation Plan if this Agreement is accepted by PRX and I am in full compliance with this Agreement, the PRX Policies and Procedures and the PRX Compensation Plan. By electronically signing this Agreement below or accepting this Agreement online, I confirm that I have been given, have read, and have accepted and agreed to each of the following: (1) this Agreement; (2) the PRX Policies and Procedures, Terms and Conditions; and (3) the PRX Compensation Plan.

By electronically signing this Agreement, you create an offer for acceptance, which PRX may reject in its sole discretion for any reason within 60 days of receipt from you of the online electronically signed Agreement.

Terms and Conditions

I represent, warrant, and agree that:

- (1) I am of legal age in the jurisdiction where I reside and where I enter into this Agreement;
- (2) I understand the term "PRX products" to include both PRX products and services and to include all such products and services that PRX from time to time makes available for purchase.
- (3) I will not become a PRX Independent Business Owner (IBO) until PRX informs me by allowing my sub domain to remain active 61 days or

longer, whereupon that acceptance shall render the Agreement final and binding.

- (4) As an IBO, I understand that I am an independent contractor and not an employee of PRX. I will set my own hours, determine which PRX products to market, when to market them and to whom, and will pay self-employment, state and federal income taxes, as required by law. If I hire employees, they will be my employees exclusively and not those of PRX. This is not a franchisee Agreement and acceptance of my executed Agreement by PRX does not constitute a sale of a franchise or of a distributorship. This Agreement does not create an employer-employee, agency, partnership, or joint venture between any IBO, Sponsor, and/or PRX. This Agreement does not convey or transfer to me any right, title, or ownership interest in PRX products to me, nor does it convey or transfer to me any right, title, or ownership interest in any PRX property, including, but not limited to, its intellectual property, trade names, trademarks, and patents. This Agreement does not convey or transfer to me any right, title, or ownership interest in PRX trade secrets, formulae, IBO lists, compensation plans, and genealogy reports.
- (5) I agree that the PRX compensation plan, genealogy reports, IBO lists and PRX materials are proprietary information and are considered trade secrets of PRX.
- (6) I agree that the identities of PRX IBOs are confidential and proprietary information of PRX and are trade secrets of PRX. I agree that I will not make any use of the identities of PRX IBOs except for the purpose of promoting and marketing PRX products and facilitating PRX IBO training and official events.
- (7) I understand that I may sponsor other IBOs but the compensation plan disallows payment for the activity of sponsoring other IBOs. Commissions are paid only from actual product purchases made by me or by my sponsored IBOs.
- (8) I understand that there is no promise or guarantee that I will derive any specific income or profit as an IBO. My success is entirely dependent on my own efforts from the market of PRX products to end consumers, from building my own marketing team and training that team to market, sponsor, and likewise train.
- (9) I will not participate in any Multi-Level Marketing or network marketing company other than PRX without prior written approval from PRX, which approval may be given in the sole discretion of PRX, except that if I hold a position in another Multi-Level Marketing or network marketing company at the time I submit this Agreement to PRX, I may, retain that prior position.

- (10) I will abide by all applicable federal, state, and local laws governing the acquisition, holding, marketing, distributing, advertising, and labeling of my services and the PRX products I purchase and market.
- (11) I will at my own expense file all reports, tax returns, and informational submissions required of me by federal, state, and local governments.
- (12) I will be solely responsible for ensuring that my representations to the government in all reports, tax returns, and information submissions required of me by federal, state, and local governments are accurate and complete. I will also ensure that I declare all taxes and fees due
- (13) All information that I have presented to PRX is truthful, accurate and complete in every particular. If PRX discovers that any information presented to PRX is untruthful, inaccurate, or incomplete, PRX reserves the right in its sole discretion to terminate my position as an IBO and, effective on the date of that termination, I will no longer be eligible to receive commissions from PRX and will no longer have a right to market PRX products.
- (14) I understand that PRX does not authorize changes in sponsorship unless once an IBO I have remained inactive for at least 90 days.
- (15) I may purchase from PRX and then market PRX approved products using the PRX name and PRX trademark, trade name, or patented product but only as, and for so long as, authorized by PRX in writing. I will not use the PRX trade names and/or trademarks in connection with marketing presentations or promotions of products not marketed by PRX. I will only make representations about PRX products in promotions, marketing, and advertising that are expressly approved for such uses by PRX. I will not represent that PRX products are endorsed or approved by any government or government department or agency. If I make any representations about PRX products that are not approved by PRX or if I make any false, misleading, or deceptive representation concerning PRX products, I understand that I may, in the sole discretion of PRX, be terminated as an IBO and, effective on the date of that termination, I will no longer be eligible to receive commissions from PRX and will no longer have a right to market PRX products. I understand that if I am informed by PRX that I must alter or halt content in a marketing presentation, promotion, or advertisement, I must do so as soon as possible and in no event later than forty-eight hours after being so informed or I will be terminated as an IBO and will no longer be eligible to receive

commissions from PRX and will no longer have a right to market PRX products.

- (16) If I order PRX products and fail to pay for them when payment is due, PRX may in its sole discretion revoke my position as a PRX IBO, refuse payment of any commissions from PRX, and deny me the right to market any PRX products. PRX reserves the right to sue the IBO for failure to pay for ordered products or any chargeback, in any court of competent jurisdiction and, in such suit, will be entitled to the amount of the default payment plus all legal fees PRX incurs to obtain a judgment and all costs it incurs in association with the prosecution of its case against the IBO.
- (17) I will not repackage or relabel any PRX product. I will not alter, abbreviate, excerpt, amend, or supplement any PRX approved materials or any PRX approved content for use in marketing presentations, promotions, or advertising.
- (18) If I receive any complaint, subpoena, civil investigative demand, or other inquiry from any private party or the government (collectively, "legal action") concerning use, presentation of, promotion of, or advertising of any PRX product, I will provide a complete and accurate copy of same to PRX Customer Service no later than forty-eight hours after receipt of the legal action. I agree to indemnify and hold harmless PRX from all legal fees incurred and all settlements, judgments, or damages resulting from a determination that I violated the law unless liability is predicated on an express judicial finding that PRX approved products, advertising, or labeling content is at fault.
- (19) I will report my marketing activity to PRX by the deadlines specified by PRX, which deadlines may be set in its sole discretion, and understand that time is of the essence in such reporting. I understand that it is my responsibility to contact PRX to discover when reporting is due. If I fail to report my marketing activity to PRX by the deadline specified by PRX, I understand that the calculation of my commission on purchases by PRX will not include data from reporting that arrives after the deadline specified by PRX.
- (20) I understand that PRX may from time to time make changes to this Agreement, to the PRX Policies and Procedures, Terms and conditions, and to the PRX Compensation Plan and that I will be asked to confirm my acceptance of those changes via online electronic signature and that if I do not confirm my acceptance of those changes by online electronic signature I could be required to relinquish my position as a PRX IBO and will no longer be eligible to receive commissions from PRX and will no longer have a right to market PRX products.

- (21) As an IBO who sponsors other IBOs, I will ensure that my sponsored IBOs are supervised in their relationships with other IBOs and with PRX product consumers; I will ensure that products purchased from me or from which I receive a commission are timely and properly distributed to PRX product consumers; I will ensure that marketing transactions involve fair dealing and aim to achieve the highest level of consumer satisfaction; and I will help train in marketing and product distribution those IBOs that I sponsor. As used in this paragraph, the term "supervised" includes, but is not limited to, personal meetings, telephone contacts, voice mail, electronic mail, e-mail, web page support, training sessions, attendance with my sponsored IBOs at company training events, and sharing genealogy information with my sponsored IBOs.
- (22) I will use my best efforts to market or deliver free to customers the valuable PRX services and/or products, understanding that acquisition of customers must occur if I am to receive bonus compensation.
- (23) I may purchase PRX products for personal or family use and those purchases can add to my bonus compensation, but I will not purchase PRX products for personal or family use in quantities that are in excess of what can reasonably be used by me or my family and recognize that if I do make purchases for personal or family use in excessive amounts, in the sole discretion of PRX those amounts can be excluded from the calculation of bonuses and advancement in the marketing plan.
- (24) Termination or relinquishment of IBO position under this Agreement is effective immediately upon adoption by PRX of a written determination that the IBO has been terminated or must relinquish his or her IBO position.
- (25) If I am terminated or required to relinquish my IBO position under this Agreement, I will not call on or solicit directly (or indirectly through provision of information to another) any PRX IBO, customer or vendor to discontinue his or her association with PRX. I will not invite any ProvisionRx IBO, customer, or vendor to market products that compete with those marketed by PRX within a 100 mile radius of any existing end customer of a PRX IBO.
- (26) I agree that while I am a PRX IBO and for six months after I resign or am terminated from that position, I will not compete with PRX by marketing goods, services or business models that are substitutes for those marketed by PRX.
- (27) I agree to permit PRX to obtain photographs, videos, and other recorded media of me and of my likeness. I agree to allow any such

recorded media to be used by PRX for any lawful purpose, and without compensation. I understand that I may cancel this authorization at any time by providing a letter to PRX asking that this authorization be canceled.

- (28) PRX is excused from performing its duties under this Agreement for so long as acts of nature, including fire, flood, earthquake, storms, and power outages, acts of terror, labor unrest, civil unrest, equipment failures, vendor non-performance, disruption in supply of contracted goods, or other acts beyond the control of PRX prevent PRX from performing its duties under this Agreement.
- (29) I may terminate this Agreement at any time and for any reason by giving PRX 30 days written notice.
- (30) PRX reserves the right to determine which actions in violation of this Agreement warrant termination and may, if it chooses not to terminate and in its sole discretion (based on the nature and severity of the breach, whether the breach can be readily cured, and whether the breach is a repeat offense) issue warning letters and require proof of compliance as an alternative to termination.
- (31) I acknowledge that I have read, understand, and agree to all of the terms of this Agreement. This Agreement is entered into of my own volition and is not in binding unless and until it is accepted in writing by PRX.
- (32) The formation, construction, interpretation, and enforceability of this Agreement and all incorporated documents shall be governed by and interpreted in all respects under the laws of the Commonwealth of Virginia without regard to conflict of laws provisions. Suit under this Agreement may be brought in any state or federal court of competent jurisdiction.
- (33) This Agreement, the PRX Policies and Procedures, Terms and Conditions, and the PRX Compensation Plan constitute the entire agreement between the parties and no other document of any kind shall be binding and enforceable unless in writing and signed by both parties.
- (34) The provisions of this Agreement are severable. In the event that any term or provision of this Agreement is determined by a court of law to be invalid or unenforceable in whole or in part, that provision shall be construed or limited in such a way as to make the remainder of the Agreement valid and enforceable. No waiver of any default or breach of any provision of this Agreement, or failure to enforce rights contained herein, shall operate as or be deemed a waiver of any subsequent default or breach. This Agreement may be executed in any number of counterparts, each of which shall be deemed an

original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole Agreement and supersede any prior agreements, understandings and obligations between the parties.

Recorded and date stamped via IP address and electronic signature, additionally upon endorsement of compensation check IBO signature will be noted as on file for credit card purpose and noted as in agreement to these terms.

Last updated on March 14, 2012