

**Nutraceutical Products Company
Terms and Conditions Agreement**

In accordance with the terms and conditions contained in this Application and Agreement (hereinafter "Agreement"), I hereby submit my application to become a Distributor, (hereinafter referred to as "Distributor"), with Nutraceutical Products Company, (hereinafter referred to as "NUPRO"), and hereby state and agree as follows:

I am of legal age, in the state in which I reside, to enter into this Agreement. This Agreement becomes effective on the date it is received, signed by the applicant, and accepted by NUPRO at its Corporate office located at 735 Park St, Suite L, Castle Rock, CO 80109, USA.

Upon acceptance of this application I understand I will become a Distributor of NUPRO and will be eligible to participate in the selling and distribution of NUPRO's goods and services and receive commissions in connection with such sales in accordance with NUPRO's Policies and Procedures and Compensation Plan.

I understand that as a Distributor I am an independent contractor; not an agent, employee or franchise of NUPRO. I further understand and agree that I will not be treated as an employee with respect to such services, for federal or state tax purposes. Nor will I be treated as an employee for purposes of the Federal Unemployment Tax Act and Federal Insurance Contributions Act, the Social Security Act, and State Unemployment Act or the State Employment Security Act. I understand and agree to pay all applicable federal and state income taxes, self-employment taxes, sales taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement. In addition, I hereby warrant to NUPRO that I am in compliance with all applicable rules, regulations, ordinances, and laws of my home municipality, County and State in connection with my activities as a Distributor of NUPRO.

I agree that as an independent contractor, I will be solely responsible for all statements made regarding NUPRO's Compensation Plan or products which are not expressly contained in writing in NUPRO's policies, product description or Compensation Plan.

I understand and agree that my remuneration will consist solely of commissions, overrides and/or bonuses, relating to the sale or other output derived from in-person sales, solicitations or orders from ultimate consumers, primarily in the home or otherwise, rather than in a permanent retail establishment.

I understand that I am not required to make any product purchase in order to become a Distributor. I will however, be required to purchase a Distributor kit, which contains sales materials that are not for resale. If I decide not to continue as a Distributor, I may submit my written resignation. Doing so automatically terminates this Agreement. I understand I am not required to maintain an inventory of any kind in order to become a Distributor.

I hereby agree to represent NUPRO's Compensation Plan fairly and completely. That no purchase of goods or services is required at any level, that no recruitment fee can be derived from the mere act of sponsoring other Distributors, and that no earnings are guaranteed from participation in the Compensation Plan. I agree that I will not make any representations about the actual, potential or expected earnings of any Distributor of NUPRO.

I understand that as a Distributor, I am not guaranteed any income, nor am I assured any profit or success. I understand the Compensation Plan and that I can only make commissions upon the sale of NUPRO's goods and services. I will be free to set my own hours, and determine my own location and methods of selling, within the guidelines and requirements of this Agreement.

I further certify that neither NUPRO nor my sponsor has made any claims of guaranteed earnings or representations of the anticipated earnings that might result from my efforts as a Distributor. I understand that my success as a Distributor comes from retail sales, service, and the development of a marketing organization. I understand and agree that I will make no statements, disclosures, or representations in selling NUPRO's goods and services or in the sponsoring of other prospective Distributors other than those contained in approved Company literature.

I hereby agree not to repackage or re-label NUPRO's goods or services or to sell said goods or services under any other name or label. I further agree to refrain from producing, selling, and using, for the purpose of advertising, promoting or describing NUPRO's goods or services, Compensation Plan, or other programs, any written, recorded, or other materials which have not been approved or provided by NUPRO.

In the event I sponsor other Distributors, I agree to perform a bona fide supervisory, distributive and selling function in connection with the sale of NUPRO's goods and services to the ultimate consumer. I also agree to train any Distributors I may sponsor in the performance of these functions. I agree to have continuing communication and supervision with my sales organization.

I understand and agree that NUPRO, in order to maintain a viable marketing system, may make modifications in the Policies and Procedures, Terms and Conditions, Compensation Plan, Company literature, product prices and product BV. I further agree to be bound by such changes upon notification through official Company literature.

I understand that the acceptance of this Application does not constitute the sale of a franchise or a Distributorship, and that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.

I understand and agree that, because of the personal nature of this Agreement, it may not be transferred or otherwise assigned without the prior written consent of NUPRO.

This Agreement, its interpretation, construction, and enforcement, shall be governed by the laws of the State of Colorado. Any controversy, dispute, or claim relating to this agreement between the parties shall be resolved by binding arbitration in Castle Rock, Colorado, in accordance with the Commercial Rules of the rules of the American Arbitration Association, and any judgment of the Arbitrator shall be entitled to enforcement by any court having jurisdiction over the parties.

I understand and agree that this Agreement, including NUPRO's Policies and Procedures and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have read this Agreement including the Policies and Procedures and Compensation Plan and I acknowledge receiving a copy of all documents referred to and agree to abide by and be bound by the terms contained therein.

I HEREBY AUTHORIZE AND GIVE FULL CONSENT TO NUPRO TO COPYRIGHT, PUBLISH ALL PHOTOS AND/OR VIDEOS AND/OR MOTION PICTURES AND/OR VOICE RECORDINGS TAKEN BY THEM OR THEIR AGENTS IN WHICH I MAY APPEAR AS A NUPRO DISTRIBUTOR AT A NUPRO FUNCTION WITHOUT LIMIT OR RESERVATION AND WAIVE THE RECEIPT OF ANY FEE OR ROYALTY UNLESS AGREED UPON IN WRITING.

A PARTICIPANT IN THIS COMPENSATION PLAN HAS A RIGHT TO CANCEL AT ANYTIME, REGARDLESS OF REASON. SUCH CANCELLATION MUST BE SUBMITTED IN WRITING TO NUPRO AT ITS PRINCIPLE PLACE OF BUSINESS.