

INDEPENDENT CONSULTANT APPLICATION & AGREEMENT



1. I am of legal age to enter into the Consultant Agreement in the state in which I reside.
2. I understand and agree that as a Viv Independent Consultant ("Consultant") I am bound by the terms and conditions of this Consultant Application and Agreement (the "Consultant Agreement"), the Viv Policies & Procedures ("Policies & Procedures") and the Viv Compensation Plan ("Compensation Plan") all of which are incorporated by reference herein and all of which comprise my agreement (the "Agreement") with Viv Network, LLC ("Viv"). I also understand that Viv at its sole discretion has the absolute right to amend the Consultant Agreement, Policies & Procedures and Compensation Plan at any time and that I will be bound by any amendments thereto. During pre-launch, Policies and Procedures can be located at www.justviv.com/policies.
3. I understand that I am not required to purchase any retail product or service in order to enroll as a Consultant.
4. Unless earlier terminated, the Consultant Agreement shall have a term beginning on the date of acceptance by Viv and ending on one year from the date thereof (the "Anniversary Date") and shall be renewed on an annual basis on each Anniversary Date as set forth in the Policies & Procedures.
5. I understand and agree that, as a Consultant, I am an independent contractor and not an agent, employee, partner, legal Consultant or franchisee of Viv. I understand and agree that I shall not be treated as an employee of Viv for tax or any other purposes. Viv is not responsible for withholding FICA or taxes of any kind, if any. I am solely responsible for the payment of all applicable federal, state and local income, unemployment, social security and other taxes and license requirements attributable to my sales activities and earnings. I am not authorized to bind Viv nor incur any obligation on its behalf.
6. I acknowledge that Viv's trademarks, service marks, tradenames, patents and copyrighted materials (the "Intellectual Property") are owned solely by Viv, and that use of such Intellectual Property by me must be in compliance with Viv's written policies, as such may be amended by Viv from time-to-time. I further agree that Viv has the exclusive proprietary interest in its customer lists and information, consultant lists and information, manufacturing procedures, source codes, product development and in all operating, financial and marketing materials; and that all such information is confidential. I shall not use or disclose such information to any third party except in strict accordance with this Consultant Agreement and the Policies & Procedures. Confidential information is disclosed to me on a "need to know" basis solely for use in my business with Viv. I agree to use my best efforts to keep such information confidential and shall not use such information to sell products or services other than Viv's products and services or in connection with any other business during the term of and after termination of the Consultant Agreement. Upon termination or non-renewal of the Consultant Agreement, I immediately shall cease all use of Viv's Intellectual Property and confidential information and, if requested by Viv, return all such materials in my possession to Viv.
7. The Consultant Agreement is governed by the laws of the State of Delaware without reference to its conflict of laws rules. I understand and agree that, except as set forth in this Agreement or the Policies & Procedures, all claims and disputes relating to the Consultant Agreement, the rights and obligations of the parties or any other claims or causes of actions relating to the performance of either party under the Consultant Agreement or my purchase of products shall be settled totally and finally by arbitration in the City of New York, State of New York, in accordance with the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association. This obligation to arbitrate shall survive termination or expiration of the Consultant Agreement. Any modification of this arbitration provision shall not apply retroactively to any dispute which arose or which Viv had notice of before the date of modification. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the state and federal courts in Norwalk, Connecticut. This obligation to arbitrate shall survive expiration or termination of this Consultant Agreement. This provision shall not be construed so as to prohibit Viv from obtaining preliminary and permanent injunctive relief in any court of competent jurisdiction. All rights, powers and remedies given to Viv are cumulative not exclusive and in addition to any and all other rights and remedies provided by law.
8. I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS VIV AND ITS PARENT, SUBSIDIARIES AND AFFILIATED COMPANIES, AS WELL AS ALL OF THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AGENTS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, OR DAMAGES (DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY), KNOWN OR UNKNOWN ARISING OUT OF OR RELATED TO THE CONSULTANT AGREEMENT, THE PROMOTION OR OPERATION OF MY VIV BUSINESS AND ANY ACTIVITIES RELATED THERETO OR THE BREACH BY ME OF ANY APPLICABLE LAW, RULE OR REGULATION. VIV SHALL HAVE THE RIGHT TO OFFSET ANY AMOUNTS OWED BY ME TO VIV INCLUDING, WITHOUT LIMITATION, THE REPAYMENT OF COMMISSIONS AS A RESULT OF REFUNDS, AGAINST THE AMOUNT OF ANY COMMISSIONS OR BONUSES OWED TO ME.

Applicant's Initials _____

INDEPENDENT CONSULTANT APPLICATION & AGREEMENT



9. The Consultant Agreement may not be transferred or assigned by me without the prior written approval of Viv, in its sole discretion, and then only in accordance with the Policies & Procedures. Viv may assign the Consultant Agreement at any time.
10. I agree that during the term of this Consultant Agreement and for a period of one year thereafter, I shall not, directly or indirectly, on my own behalf or on the behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any consultant, employee, member, customer, supplier or vendor of Viv (i) to enter into any business relationship with any other direct sales or network marketing company or individual or (ii) to terminate or alter his or her business or contractual relationship with Viv.
11. I acknowledge that I am free to terminate the Consultant Agreement at any time for any reason upon written notice to Viv. Viv may terminate the Consultant Agreement upon 30 days written notice in the event Viv elects to cease (i) selling its products and services through direct selling or network marketing channels or (ii) its business operations. Viv may terminate the Consultant Agreement upon written notice upon a breach by me of the Consultant Agreement, the Policies & Procedures or other rules and regulations of Viv. Where state laws on termination are inconsistent with this provision, then the applicable state law shall apply.
12. I agree to abide by Viv's customer and consultant refund policy stated in the Policies & Procedures. As more fully set forth in the Policies and Procedures, I am eligible to receive a refund for products, services and literature purchased by me, less a 10% handling fee, if I choose to terminate this Consultant Agreement and return the products or services in resalable currently marketable condition within 12 months of purchase.
13. I shall make no statements, representations or disclosures in promoting Viv, in sponsoring, enrolling or training consultants or customers or in selling Viv's products and services, including actual or potential earnings, guaranteed or anticipated profits or sales other than what is expressly permitted by the Policies & Procedures and in other literature produced by Viv.
14. I shall abide by all applicable federal, state and local laws or regulations.
15. I authorize Viv to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims for prior approval of or remuneration for such use as more fully set forth in the Policies and Procedures.
16. The Agreement, in its current form and as amended by Viv at its sole and absolute discretion, constitutes the entire agreement between Viv and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
17. My covenants and obligations to abide by the arbitration, indemnification, non-solicitation, the trade secrets and confidential information covenants contained herein shall survive termination of the Consultant Agreement.
18. I agree that upon a breach of the Consultant Agreement that Viv will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. I agree that the remedy at law for any breach of any provision of the Consultant Agreement shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, Viv shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of the Consultant Agreement and/or to compel specific performance of the Consultant Agreement.
19. Viv shall be entitled to its cost and expenses, including reasonable attorneys' fees, in enforcing its rights under the Consultant Agreement.
20. If under any applicable law or rule of any applicable jurisdiction, any provision of the Consultant Agreement is held to be invalid or unenforceable, the remainder of the Consultant Agreement will be interpreted as best to effect the intent of the parties hereto. The remaining provisions of the Consultant Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Consultant Agreement.
21. Louisiana residents may bring an action against Viv with jurisdiction and venue as provided by Louisiana law. A Montana resident may cancel the Consultant Agreement within 15 days of the date of enrollment and may return the welcome package for a full refund within such time.

Applicant's Initials _____

22. Notice given in connection with this Consultant Agreement shall be given in writing pursuant to the Policies & Procedures.
23. I understand that I must be Active and in Good Standing (as both are defined in the Policies & Procedures) to be eligible for bonuses or commissions from Viv.
24. By providing your mobile phone number, and signing below, you agree that Viv can send you SMS messages regarding business updates, events and product announcements. There are no additional fees charged by Viv for using SMS text messaging. However, you are responsible for any and all charges associated with text messaging imposed by your communications service provider. Messaging and data rates may apply. Providing your phone number is not a condition of purchase.
25. I authorize Viv Network, LLC ("Viv") to process my Independent Consultant enrollment application and charge my credit card for all orders and payments indicated on this Application. I acknowledge and agree that the card I am using today to pay for my enrollment fee will be charged for my enrollment, my \$99.00 annual renewal fee on my anniversary date each year, and for the one-time or recurring charges for any optional product purchases indicated on this application. I understand that my information will be securely saved by a 3rd-party for future transactions on my account. Viv reserves the right not to renew my enrollment at its discretion.

I have carefully read and understand the terms of this Consultant Agreement, the Viv Policies & Procedures, and the Compensation Plan and I agree to be bound by all terms set forth therein. By signing below, I certify that I have authority to enter into this Agreement and that the information supplied by me is correct. I understand and agree that misrepresentation of any information I provide on this Application may result in, among other things, delays in processing or immediate termination of this Consultant Agreement.

Applicant's Signature

Applicant's Printed Name

Date