



## DISTRIBUTOR TERMS AND CONDITIONS

Distributor and Ardyss International Inc. (also referred to as Ardyss) by these means accept the following terms and conditions.

### 1. Legal Age

The Distributor must be 18 years old or older to participate in this Agreement (hereinafter referred to as "the Contract") or the age of majority as stipulated in the State or Country in which the Distributor resides.

### 2. Independent Contractor

Ardyss agrees by this contract with the Distributor that this relationship is one of, only and exclusively, an Independent Contractor of Ardyss, and NOT ONE OF AN EMPLOYEE, agent or franchisee, member, partner or part owner of Ardyss.

### 3. Acceptance

This contract will take effect upon being received by Ardyss in its central office or upon enrollment on-line & shipment of goods or membership pocket. The Distributor can buy Ardyss products at the wholesale cost. Ardyss reserves the right at its sole discretion, to reject any Distributor Contract. Upon acceptance by Ardyss, the Distributor will have the right to sell Ardyss products and services, as well as to participate in the bonus plans and other compensation. On the first Anniversary of the present Contract, Ardyss may request an annual fee for the cost of Contract renewal.

### 4. Responsibilities of the Independent Distributor

The Distributor is fully and solely responsible to follow all the laws or regulations related to their business in any jurisdiction when conducting their business, including the responsibility to apply for, and obtain the necessary licenses for their business, to receive and to pay taxes on the sales and purchases, and complying with all the other State or Federal regulations, as well as the Federal or local laws and statutes which apply to this type of business.

### 5. Contract Length and Causes for Termination

The Contract will be valid for a period of one year, until renewal. Either one of the parties will be able, at any time and without cause, to terminate this Contract. If the Distributor decides to terminate the present contract, they will have 6 months to return to ask for the Distributor Contract to be reinstated. By terminating the Contract, the Distributor will lose their rights to buy Ardyss products at the Distributor price; will lose all their distribution rights, their participation and position in the compensation plan and their bonus rank, including any and all future commissions and gains that may come from that distributorship, and will be disallowed from using all trade names, services and proprietary information of Ardyss.

### 6. Taxes

Distributor is responsible for payment of local, State, Federal, and National taxes.

### 7. Sales Organization

The Distributor manages their own organization, described as an independent sales and distribution company. The Distributor will be able to participate, at their choice, in the training programs that Ardyss offers. They will be able as well to give personal training for the development of their own network of Distributors.

### 8. Promotion and Marketing

The Independent Distributor is responsible for sales promotion activities and independent distribution. The products will have names assigned by Ardyss.

### 9. Sales Materials

Ardyss will sell to its Distributors the promotional and technical materials related to products, at the prices that Ardyss assigns to them. The Distributor will not be allowed to alter, to reproduce or to add other information to Ardyss materials.

### 10. Intellectual Property

The Distributor agrees and recognizes by this Contract that they do not have the right to the trademarks, service marks, patents, and any other trade secrets of Ardyss. The Distributor agrees not to take any action that goes against the exclusive ownership of this Intellectual Property and inappropriate action may be subject to infringement laws.

### 11. Distribution

The Distributor will not use nor will they provide to the customers any material that is not approved and printed by Ardyss to use in relation to the sale of products. In no partner case will the Distributor remove the product packaging or correct information labels on any of the product destined for the client. The Distributor will give to each client the suitable material for each product.

### 12. Bonuses and Compensation

The Distributor understands that all the bonuses and compensations that a Distributor receives from Ardyss are based solely on the sale of products and there is not a bonus or compensation for enrollment or sponsorship. The Distributor understands that monetary gains, earnings or successes are not guaranteed, and agrees these are not promised to him or her by Ardyss or any of its Distributors. The Distributor will not make declarations or representations, as to real or potential gains, anticipated profits, or guaranteed sales success. All bonus and commissions will be paid on the Ardyss Visa Prepaid Card (debit card) or by other means as determined by Ardyss.

### 13. Prices

The order prices for each product will be quoted by Ardyss in agreement with the price list effective on the date of the order payment with the respective discount if applicable. The order amounts and product prices are subject to changes by Ardyss and will be applicable to the purchase orders received by Ardyss as of the date of the corresponding warning. The difference between the Distributor price and the public sale price on the part of the Distributor is the direct sales commission. Ardyss will suggest the public price list for the products. No Distributor will be allowed to publish, to announce or to publicize any discount on the suggested price list to the public.

### 14. Product Acceptance

The Distributor will inspect all the products immediately upon receipt to verify that there are not any expired or products damaged in shipment, Distributor must make a claim within five (5)-business days or product will be deemed accepted.

### 15. Payment

The Distributor has to pay the shipping costs of the order at the time of placing the order in order to receive the order from Ardyss.

### 16. Limitation of Responsibility to Distributor

In spite of any contrary disposition contained in this contract, in no case will Ardyss be liable for indirect, incidental or consequential damages, and in no case will the liability of Ardyss that arises with any product exceed the actual amount paid by the Distributor for each product.

### 17. Proprietary Rights

The Distributor agrees not to use the names of "Ardyss", "Ardyss International", logos, trade name, or other property of Ardyss without previous written consent. Ardyss and its organizations have an exclusive right of their distribution network and the list of the distributors names. The Distributor will use no network of Ardyss, neither the lists of Distributors or other contacts of Ardyss to promote Non-Ardyss related sales.

### 18. Indemnifications and/or Cancellations

The Distributor agrees to indemnify and to hold harmless Ardyss, its employees, officers, shareholders, directors, in relation to any allegation, demands, obligation, civil responsibility, loss, cost or fee, including, but not limited to, costs of legal processes or lawyers fees which they may incur directly or in the following actions:

a) your Distributor activities, b) violations of the conditions of this Contract, c) the violation or failure to comply, by anyone, with the applicable Federal, State, or local laws. Ardyss will have the right to withhold any compensation, any amount that the Distributor may owe to Ardyss from the amount of bonuses and commissions that the Distributor has earned.

### 19. Training

When a Distributor sponsors another Distributor, to the best of their ability, the Sponsor agrees to train, supervise, and develop the new Distributor in sales, distribution, products and services to new customers.

### 20. Territory

The Distributor understands that by signing this Contract, this does not entitle them to an exclusive territory. This Contract also does not constitute a franchise, partnership or agency.

### 21. Assignments

The Distributor understands that this Contract cannot be transferred nor be assigned without the previous written consent of Ardyss.

### 22. Contract Changes

The Distributor understands that Ardyss can change, at any time and without previous warning, this Contract, the rules and regulations, the Distributor manual, the prices of products, the information published by the company, the compensation plan and the production bonus. These changes will take effect at the moment of publication or transmission of these changes by means of official company publications.

### 23. Confidentiality

The Distributor agrees not to disclose to anyone for a period of 2 years from the termination of this contract any information on markets, clients, commercial systems, policies of Ardyss, trade secrets or the manufacture or distribution of Ardyss products, or in general any information that Ardyss discloses in confidence to the Distributor.

### 24. Agreement

With this Contract, the Distributor Policies and Procedures Agreement, and the Compensation Plan constitutes the total agreement between the Distributor and Ardyss and incorporates all of their terms and conditions herein and cancels any previous agreement between the parties by endorsing this Contract.

### 25. Signatures/E-Signature

This contract is not valid until it is signed and received by the Central Office in Henderson, Nevada or upon enrollment on-line & shipment of goods a membership pocket. Ardyss reserves the right to use e-signatures as legal endorsement.

### RECURRING INFORMATION

Ardyss Distributors can choose to have products sent to them monthly which are processed and billed to them automatically (Recurring Order Program). If the date of the regular monthly order date falls on a holiday of the U.S.A., or on a weekend, such order will be processed within the three prior or later days to the scheduled date. The order will be processed through bank account or credit card on the date that you choose. If the bank account does not have funds or the credit card is denied, the order will not be processed. The processing department may try again to collect the payment but Ardyss does not guarantee that those attempts take place. If the credit card is on the verge of expiring, we can let you know by means of a note on the invoice of your previous recurring order. However, providing an updated payment mode is the responsibility of the Distributor. If an order could not be processed because of payment difficulties, Ardyss will not credit you for the total volume.

**AUTOMATIC PAYMENT SECTION** (Note: The selected payment form needs to be completed and sent to Ardyss along with the Recurring Order.)

When requesting an recurring payment you agree to the following:

1. Ardyss credits its account with the payment corresponding to the recurring orders sent on the payment date.
2. You will maintain sufficient funds in your account to cover the recurring payment of the orders.
3. If there are not sufficient funds in your account to cover the recurring payment, the company has the right to cancel the order and can refuse to accept any other order until the corresponding payment is received.
4. Ardyss is hereby held harmless and free from any liability caused to your banking account because of the recurring payment. The only responsibility of Ardyss is to send the product the way in which it was requested.
5. Recurring payments must be canceled and submitted to Ardyss within five (5) business days before the next Recurring Order shipment.

It is hereby understood that all transactions of recurring payment that Ardyss initiates related to this contract, are subject to the following provisions:

1. If the total amount of a payment initiated by Ardyss is different from the previous payment and initiated by this contract, Ardyss will send a notification to the Distributor in writing with the new order total no earlier than seven (7) days after nor later than seven (7) days before the next order. In the same way, this notification will be sent before the change goes into effect. In the notification the Distributor will know the new date on which their credit card or bank account will be debited for the automatic payment. This policy will not be applied if the Distributor has decided ahead of time by means of contract when payments can be automatically drawn from their credit card or bank account.
2. In accordance with this Contract, the customer has the right to notify his bank and to stop any payments initiated by Ardyss. But the Bank must receive such notification so that it has sufficient time to stop the order. This notification can be verbal, which will be valid for fourteen (14) days, unless the order to the bank is confirmed in writing within that period.
3. In the case that Ardyss initiates a banking transaction for the Distributor in error, the Distributor will have the right to request a credit of the corresponding amount within but not more than fifteen (15) days after the bank sent the account statement where the erroneous transaction on the part of Ardyss is indicated. The Distributor may also send or personally give to the bank a notification in writing of the committed error and request from the bank a credit in the amount owed to them.

### RECURRING EXCHANGES

You have the option to change any of your products in your Recurring Order, you can add or delete products as you wish. In order to do so, it's necessary to call within a minimum of five (5) business days previous to the process order date.



## DISTRIBUTOR APPLICATION FOR INDIVIDUALS

YOU MAY SUBMIT YOUR APPLICATION:



ONLINE

OR



PHONE

OR



VIA FAX

To do it directly by phone, please dial:

702-313-3333

or by fax to:

1-866-887-1831

( it will take 24 business hours to process the information)

Should Ardyss need to contact you regarding this application, please provide your contact information below.

NAME

TELEPHONE NUMBER

EMAIL ADDRESS

7115 BERMUDA RD LAS VEGAS NV 89119

