

AZ Distributorship Terms / Agreement

FOR PERSONAL PURCHASES AND TO BUY & RESALE PRODUCTS AS AN INDEPENDENT DISTRIBUTOR BUSINESS

1st Year Distributor Starter Kit \$250.00; (\$391 value) – (\$99 of starter kit fee is non-refundable)
Registers you for 1 year as an AZ Distributor, with your own AZ Web Site/store. (Annual fee of \$99)
Receive 1 Bottle (30ml) of AZ DAILY Illuminating Hydration Factor Receive 1 Bottle (30ml) of AZ NIGHTLY Cellular Rejuvenation Factor Step 2: Begin Your Path To Becoming a Zen Master

FOR EXTRA SAVINGS ON YOUR OWN PURCHASES – SELECT FROM BELOW OPTIONS FOR AUTOMATIC MONTHLY DELIVERY (ADM) (AUTOMATIC MONTHLY DELIVERY IS FOR YOUR PERSONAL USE ONLY- NOT FOR RESALE) AZ NIGHTLY AGE-DEFYING PACKAGE – AUTOMATIC MONTHLY DELIVERY Auto-Delivery Order (AMD) Options “A” monthly AMD charge of \$118 (Value \$155) Receive monthly 1 Bottle (30ml) of AZ Age-Defying NIGHTLY Cellular Rejuvenation Factor AZ DAILY & NIGHTLY AGE-DEFYING PACKAGE - AUTOMATIC MONTHLY DELIVERY Auto-Delivery Order (AMD) Options “B” AMD charge of \$220 (Value \$292) Receive monthly 1 Bottle (30ml) of AZ Age-Defying NIGHTLY Cellular Rejuvenation Factor Receive 1 Bottle (30ml) of AZ Age-Defying DAILY Illuminating Hydration Factor AZ COMPLETE AGE-DEFYING PKG DAILY, NIGHTLY & BODY CONTOUR – FOR AMD Auto-Delivery Order (AMD) Options “C” AMD charge of \$308 (Value \$402) Receive monthly 1 Bottle (30ml) of AZ Age-Defying NIGHTLY Cellular Rejuvenation Factor Receive 1 Bottle (30ml) of AZ Age-Defying DAILY Illuminating Hydration Factor Receive 1 Box (2-100ml jars) of AZ Age-Defying Body Contour Skin Smoothing & Cellulite Reducer

C. Becoming an AZ, Zen Master Distributor: Thank you for applying to become an Ageless Zen Independent Distributor (“Distributor”). You will become a Distributor only when we (Ageless Zen, Inc.) accept your application and your Distributorship is entered into our records. If you purchase product or a Starter Kit at Distributor pricing prior to your application review, and AZ for some reason is not able to accept your application, you will not be required to pay the difference between the Retail pricing and Distributor Pricing.

The terms and conditions of our Agreement are found in this application, the Sales and Marketing Plan, Rules of Conduct (“Rules”) (<https://agelesszen.com>) and other documents posted on [AZ?????.com](https://agelesszen.com) (collectively the “Materials”).

We may revise the Materials from time to time in our discretion, so we encourage you to regularly visit agelesszen.com. You may also call Ageless Zen at 7755805112 for assistance in obtaining these Materials.

Following your application acceptance, you acknowledge that you will be required to make a complete review of, and agree to comply with all the Ageless Zen Distributor Materials (Rules of Conduct, Terms & Conditions, Sales and Marketing Plan, Terms of Use, etc.) in order to continue purchasing Ageless Zen products for resale, or the recruitment of others to become Ageless Zen Distributors, or Preferred

Customer, or receive multi-level compensation from Ageless Zen. Materials may be found on the Learning Center at your BackOffice, or you may call Ageless Zen at Headquarter Office.

D. Self-employed: As a Distributor you are a self-employed independent contractor deciding, among other things, your schedule, how much time you wish to devote to your business, your expenses and methods of operation. As an independent contractor you are not an employee, agent, franchisee, fiduciary or beneficiary of Ageless Zen, Inc., or any other Distributor. You acknowledge that as an independent contractor, you will have no rights or benefits that an employee of Ageless Zen may have nor will you make any claim to the contrary.

E. Term: The term of the Agreement will be one year from the date this application was accepted by us, renewable annually, so long as you comply with certain requirements such as payment of an Annual Services Fee, and/or completion of additional business training. You may cancel your Distributorship at any time by notifying Ageless Zen in writing at AZ?????.com. You may also contact Ageless Zen at 775-850-5112 for more information. Ageless Zen may terminate your Agreement if it determines that you or others participating in your Distributorship have violated the Agreement.

F. International Starter Kit (ISK): Along with this application, you may have purchased and received from Ageless Zen a new, unopened, undamaged ISK. If you resign your Distributorship for any reason within twelve (12) months of the date Ageless Zen accepted this application, you are entitled to a full refund of the cost of the ISK, including shipping costs if we ask you to return the ISK. To obtain a refund you may call Ageless Zen at 775-850-5112 or submit the refund form you will find at AZ?????.com (Repurchase of AZ Products & Kits).

G. Inventory Refund: If you decide to resign your Distributorship for any reason at any time, you are entitled to a full refund for any unopened product you purchased during the previous twelve (12) month period. The amount you will be refunded includes the cost of the product, any taxes you paid on the purchase, and the cost of shipping, both the initial delivery and return shipping costs. To obtain a refund please call Ageless Zen at 775-850-5112 or submit the refund form you may find at AZ?????.com (Repurchase of Inventory).

2. UNDERSTANDING THE AGELESS ZEN BUSINESS OPPORTUNITY

A. Formula for Success: A successful Ageless Zen Distributorship involves hard work, diligence and development of business skills as your business grows. You agree to carefully review the AZ Materials so you will be informed about the potential risks, benefits and Rules applicable to your Distributorship.

B. Leased or Purchased Commercial Locations: Most Distributors work out of their home-office, or an existing office. Operating from a commercial location involves expense and financial risk. Therefore, we require that before you lease or purchase a commercial location for purposes of selling Ageless Zen products, you must be an Ageless Zen Distributor for at least twelve (12) consecutive months. You must also complete additional Ageless Zen training, and prepare and retain a written business plan.

Information about training and the business plan may be found on the Learning Center at your BackOffice, or you may call Ageless Zen at 775-850-5112 .

C. The Only Required Purchase: The only required purchase to become an Ageless Zen Distributor is the ISK. All product purchases are optional. You are never required to purchase a minimum quantity of products, maintain an inventory, or attend meetings or events. Ageless Zen believes that you can advance in the Sales and Marketing Plan without incurring debt. For more information, please see the Business Tools and Other Optional Expenses available in your BackOffice or by calling Ageless Zen at 775-850-5112 (Business Tools and Other Expenses).

D. Compensation You Might Earn: The Statement of Average Gross Compensation is the only authorized representation of Distributor earnings, and you acknowledge that you are not relying upon any other written or oral information or representations about the financial results you might achieve. You are aware that you will earn no compensation or other economic benefit solely by enrolling or recruiting other Distributors. If you choose to build and maintain a sales team by sponsoring other Ageless Zen Distributors, you may receive sales commission payments from Ageless Zen based on, among other things, your own product sales, and those of sponsored Distributors' profitable retail sales to their customers. This multi-level compensation opportunity is detailed in Ageless Zen's Sales & Marketing Plan, which is available in your BackOffice or by calling Ageless Zen at 775-850-5112 (Sales & Marketing Plan).

E. Sale of Products: By becoming a Distributor you are representing the Ageless Zen brand, and you agree that you will promote the sale of Ageless Zen products only in a manner that enhances the reputation of Ageless Zen, your business and the Ageless Zen businesses operated by other Distributors. Your advancement will only come from sales of Ageless Zen product by you, or other Distributors that you might sponsor, to retail customers for their genuine consumption.

F. Sales Aids and Tools: We do not recommend that you purchase sales aids. In addition, you may not buy or sell, in any manner, sales leads or leads-related advertising. For more information please see the Business Tools and Other Optional Expenses found at your BackOffice or by calling Ageless Zen at 775-850-5112 (Business Tools and Other Optional Expenses).

3. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

A. Limited Revocable License: You are hereby granted, during the term of your Distributorship, a limited, revocable license to use Ageless Zen's trade name, logo, trademarks and certain intellectual property only to the extent expressly permitted under the terms of the Agreement or otherwise by Ageless Zen in writing, and only in connection with the conduct of your Distributorship and for no other purpose.

B. Confidential Information: During the term of your Distributorship, you and your spouse will hold in strict confidence and trust for the exclusive benefit of Ageless Zen any trade secrets, formulas, business plans, customer lists, Distributor information, or any other confidential or proprietary business information, and any other information of commercial value provided by Ageless Zen ("Confidential

Information”). You acknowledge and agree that you will not use AZ IP or Confidential Information, directly or indirectly, for any purpose other than in conducting your Ageless Zen Distributorship in compliance with Rules of Conduct, Terms & Conditions, Sales and Marketing Plan, Terms of Use, etc., and you will take reasonable care to protect AZ IP., and Confidential Information.

C. Model Release: You hereby authorize Ageless Zen, and/or its Distributors, or Preferred Customer’s, to record your image at Ageless Zen events, in video conference calls, or at Distributor meetings where people are sharing their stories, or as part of product testing and research which may include before and after images, and you grant to Ageless Zen a “model release”, and license to use your name, photograph, video image, personal story and any related information that you provide to Ageless Zen, or its Distributors, or Preferred Customer’s, in Ageless Zen any promotional, educational, training, or other materials. You hereby waive all claims for payment for such use.

4. MISCELLANEOUS LEGAL PROVISIONS

A. Representations and Warranties: You represent and warrant that you have not been convicted of a crime involving dishonesty, moral turpitude, or violence to others. You acknowledge and agree that you are applying to become an Ageless Zen Distributor solely for the business opportunity and use of Ageless Zen products and not for any other purpose.

B. Non-Solicitation: While you are a Distributor, you may not directly or indirectly solicit or promote the products or business opportunity of another multi-level marketing or direct-selling company to any Ageless Zen Distributor, Zen Master, or Preferred Customer.

C. Transfers: Your Distributorship, or any interest in your Distributorship, may not be transferred or assigned unless authorized in writing by Ageless Zen in its sole discretion as provided in the Rules. Ageless Zen may assign this Agreement in its discretion.

D. Waiver and Delay: No failure, refusal or neglect of Ageless Zen to exercise any right, power or option under this Agreement with you or any other Distributor shall constitute a waiver of the provisions or a waiver by Ageless Zen of its rights at any time under the Agreement.

E. Indemnification: You will indemnify, defend and hold Ageless Zen harmless from any suit, action, demand, prosecution or claim, including all costs, liabilities and damages, relating to or arising from your breach of the Agreement or the conduct of your Ageless Zen Distributorship. Herbalife may, among other things, offset amounts you are owed to satisfy any obligations arising under this indemnity.

F. Claims Between Distributors, or Preferred Customers: Ageless Zen shall not be liable to you for any cost, loss, damage, or expense suffered by you directly or indirectly as a result of any act, omission, representation, or statement by another Distributor., or Preferred Customer.

G. Binding Terms: The Agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.

H. Personal Distributor Information (PDI): Ageless Zen collects, uses, and shares personal distributor information (“PDI”) of Distributors as set forth in the Rules and our Privacy Policy, located at agelesszen.com. We do so to fulfill our obligations under this Agreement and for the other purposes

described in the privacy statements referenced. As a Distributor, some of your PII may be shared with other Distributors who are entitled to receive such information about persons within their downline.

I. Damages: To the fullest extent allowed by applicable law, neither party shall be liable to the other for any incidental, consequential, special, exemplary or punitive damages under any legal or equitable theory, regardless of whether the possibility of such damages is known by either party.

J. Choice of Law: The Agreement, and any dispute arising from the relationship between you and Ageless Zen, shall be governed by Nevada substantive law without the application of conflict of law principles, except that the interpretation and enforcement of the Arbitration Agreement shall be governed by federal law.

K. Severability: Except as otherwise provided in paragraph 2 of the Arbitration Agreement, if any provision in the Agreement is found to be invalid, illegal, or unenforceable in any respect, it shall be severed from the Agreement and have no effect on the remainder of the Agreement, which shall remain in full force and effect. Further, there shall be added automatically as part of the Agreement a provision as similar as possible to the severed provision that would be legal, valid, and enforceable.

5. ARBITRATION AGREEMENT A. Overview: Ageless Zen will try to resolve any dispute amicably and informally. However, if there is a dispute that cannot be resolved informally, you and Ageless Zen each agrees, subject to Sections 2 and 3 below, to resolve the dispute solely and exclusively by binding arbitration. Arbitration proceedings are designed to provide parties with a fair hearing that is faster and less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for limited discovery, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. The following provisions are referred to as the "Arbitration Agreement."

B. Jury and Class Action Waiver: You and Ageless Zen both waive the right to trial by jury. Also, any arbitration under the Agreement shall take place on an individual basis; class or representative actions shall not be permitted. If the foregoing provision is, for any reason, found to be unenforceable, then the Arbitration Agreement shall be null and void (but the Agreement shall remain in full force and effect).

C. Scope: You and Ageless Zen agree, with two exceptions, to arbitrate all disputes and claims between each other, including, without limitation, disputes or claims arising out of or relating to the Agreement, the Rules of Conduct, Sales & Marketing Plan decisions, relationships with other Distributors, and the purchase, sale or use of Ageless Zen products, and regardless of whether the dispute or claim arose before your contractual relationship with Ageless Zen. The two exceptions are: (1) either party may sue in court to enjoin infringement or other misuse of intellectual property rights; and (2) you may bring an individual action for monetary damages (but no other relief) in small claims court where permitted by law.

D. Applicable Rules: The interpretation and enforcement of this Arbitration Agreement is governed by the Federal Arbitration Act. Any arbitration that is commenced pursuant to this Arbitration Agreement is governed by the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), except as modified herein, and will be administered by the AAA.

E. Commencing Arbitration: Forms and instructions for giving notice and commencing arbitration can be obtained at <http://www.adr.org>, by calling the AAA at 1-800-778-7879, or by writing to the Ageless Zen, Inc. Notice Address. If either you or Ageless Zen are sued in arbitration, they may assert any counterclaims they may have against the other party.

F. Arbitration Fees: For any arbitration initiated by you in accordance with the AAA Rules, Ageless Zen will pay all administration and arbitrator fees and will promptly reimburse you for any initial filing fee unless (i) you seek more than \$75,000 in damages, or (ii) the arbitrator finds that your claim or demand for relief is frivolous or was brought for an improper purpose under the standards of Federal Rule of Civil Procedure 11(b), in which case the payment of fees will instead be governed by the AAA Rules and you must reimburse Ageless Zen for any payments that would have been your obligation to pay under the AAA Rules.

G. Arbitration Procedure: All arbitration procedures, including, without limitation, representation by counsel, determinations of arbitrability, selecting and communicating with the arbitrator, discovery, confidentiality, prehearing conferences, and evidentiary hearings, will be governed by the AAA Rules. Note: As explained in the AAA Rules, the arbitrator shall determine the scope and enforceability of this Arbitration Agreement and the arbitrability of any disputes. Hearings will take place in the county (or parish) where you reside, unless the parties agree otherwise.

H. Arbitration Award: The arbitrator shall issue a written award in accordance with the AAA Rules, but may only award declaratory or injunctive relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Regardless of whether attorneys' fees and costs are recoverable by law, Ageless Zen will pay your reasonable attorneys' fees and costs if the arbitrator issues an award in your favor, unless Ageless Zen made a written settlement offer worth more than your award before an arbitrator was selected. Ageless Zen will be responsible for its own attorneys' fees and costs.

I. Amendments: No amendment or modification of the Agreement will apply to claims that have accrued or are otherwise known to Ageless Zen at the time of the amendment or modification.

A. CONSENT TO ELECTRONIC DISCLOSURES I agree that all documents, including but not limited to, this Agreement, as well as all notices, disclosures and records (collectively, "Disclosures") relating to my account with Ageless Zen may be sent to me electronically at the email address indicated by me in the account registration form or by viewing the Disclosures on Ageless Zen's website. Alternatively, Ageless Zen may provide me with Disclosures via fax or in the mail.

B. WITHDRAWAL OF CONSENT TO ELECTRONIC DISCLOSURES I may withdraw my consent to electronic Disclosures in the future at any time without charge. To withdraw my consent, I may fax Ageless Zen at 310-258-7012 or write Ageless Zen at P.O. Box 80210, Los Angeles, CA 90080-0210 and indicate my wish to receive all future communications in writing. Ageless Zen will send me a confirming notice once it has processed my change request.

C. TECHNICAL REQUIREMENTS FOR ELECTRONIC DISCLOSURES To access Disclosures electronically and print copies of these Disclosures for my records, I must have Internet access, as well as access to a printer. I agree that I have access to the Internet and a printer or the ability to make hard copies of my information and records (the "Hardware").

Ageless Zen uses a Secure Socket Layer (SSL) system that supports 128-bit encryption. In order to submit an Online Distributorship Application, you must have the hardware and/or software to support 128-bit encryption.