



Dynamite Independent Distributor Agreement

TERMS AND CONDITIONS

1. I understand that as a Dynamite Distributor:
 - a. I have the right to offer for sale Dynamite products and services in accordance with these Terms and Conditions.
 - b. I have the right to sponsor persons in Dynamite creating my own downline.
 - c. I will train, educate and motivate the Distributors in my downline marketing organization.
 - d. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
 - e. I will perform my obligations as a Distributor with honesty and integrity.
2. I agree to present the Dynamite Compensation Plan and Dynamite products and services as set forth in official Dynamite literature.
3. I agree that as a Dynamite Distributor I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Dynamite. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of Dynamite. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF DYNAMITE FOR FEDERAL OR STATE TAX PURPOSES.** Dynamite is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the Dynamite Policies and Procedures and the Dynamite Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement") and are included in the **Distributor Manual** which my sponsor has reviewed with me as well as the Distributor Backoffice. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Dynamite. I understand that these Terms and Conditions, the Dynamite Policies and Procedures, and the Dynamite Compensation Plan may be amended at the sole discretion of Dynamite, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Dynamite materials. Amendments shall become effective 30 days after publication. The continuation of my Dynamite business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year. If either I or Dynamite elect not to renew the Agreement, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell Dynamite products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** Dynamite reserves the right to terminate all Distributor Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Dynamite. Any attempt to transfer or assign the Agreement without the express written consent of Dynamite renders the Agreement voidable at the option of Dynamite and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, Dynamite may, at its discretion impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
8. Dynamite, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Dynamite and its affiliates from, all claims for consequential and exemplary damages. I further agree to release Dynamite and its affiliates from all liability arising from or relating to the promotion or operation of my Dynamite business and any activities related to it (e.g., the presentation of Dynamite products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Dynamite for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by Dynamite at its discretion, constitutes the entire contract between Dynamite and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by Dynamite of any breach of the Agreement must be in writing and signed by an authorized officer of Dynamite. Waiver by Dynamite of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho, without regard to principles of conflicts of laws. All disputes and claims relating to Dynamite, the Distributor Agreement, the Dynamite Compensation Plan or its products and services, the rights and obligations of an independent Distributor and Dynamite, or any other claims or causes of action relating to the performance of either an independent Distributor or Dynamite under the Agreement or the Dynamite Policies and Procedures shall be settled totally and finally by arbitration in Boise, Idaho, or such other location as Dynamite prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Dynamite from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Dynamite's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

13. The parties consent to jurisdiction and venue before any federal or state court in Ada County, State of Idaho, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

14. Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

15. If a Distributor wishes to bring an action against Dynamite for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Dynamite for such act or omission. Distributor waives all claims that any other statutes of limitations applies.

16. I authorize Dynamite to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

17. An electronic copy of the Agreement shall be treated as an original in all respects.