



INDEPENDENT BUSINESS OWNER APPLICATION AND AGREEMENT

INDEPENDENT BUSINESS OWNER INFORMATION (Type or Print Clearly)

LAST NAME

SOCIAL SECURITY / SOCIAL INSURANCE NUMBER

FIRST NAME

SPOUSE'S NAME

SPOUSE'S SOCIAL SECURITY / SOCIAL INSURANCE NUMBER

COMPANY OR DBA (IF APPLICABLE)

FEDERAL ID NUMBER / BUSINESS TAX NUMBER

MAILING ADDRESS

FAX NUMBER

CITY

STATE PROVINCE

ZIP / POSTAL CODE

BUSINESS NUMBER

SHIPPING ADDRESS

HOME NUMBER

CITY

STATE PROVINCE

ZIP / POSTAL CODE

EMAIL ADDRESS

BUSINESS SPONSOR'S NAME

BUSINESS SPONSOR'S ID #

OR

SOCIAL SECURITY / SOCIAL INSURANCE NUMBER

REFERRING BUSINESS OWNER'S NAME

REFERRING BUSINESS OWNER ID #

OR

SOCIAL SECURITY / SOCIAL INSURANCE NUMBER

AGREEMENT

This Independent Business Owner Application and Agreement is a legal agreement between you and VOLLARA LLC (the "Company"). THE COMPANY IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OUTLINED IN THIS AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. BY SIGNING BELOW, YOU: 1) certify that all information provided above (including the tax identification number) is true and correct; 2) certify that you are of legal age (the age of majority) in the state in which you reside; and 3) certify that you have carefully read and understand the Terms & Conditions attached hereto and agree to abide by them. In the event your Application is accepted by the Company, you will have the right to terminate the Agreement at any time, with or without reason. Such termination must be in writing.

APPLICANT'S SIGNATURE (MUST BE SIGNED)

DATE

SPOUSE'S SIGNATURE

DATE

Mail to :

Vollara LLC
5420 LBJ Freeway, Suite 1010
Dallas, TX 75240

MAIL IMMEDIATELY TO AVOID DELAYS IN PROCESSING

# Terms and Conditions

As Of January 2010

The individual/entity (herein "Distributor") agrees to the terms and conditions set forth below between Company and Distributor:

1. I understand that I am an independent business owner and as such:
  - a. I have the right to offer for sale Company products and services in accordance with these terms and conditions and the Policies and Procedures.
  - b. If qualified, I have the right to earn commissions pursuant to the Company Compensation Plan.
2. I agree to present Company's Compensation Plan and Company products and services as set forth in official Company literature.
3. I agree that I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Company. 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 COMPANY FOR FEDERAL OR STATE TAX PURPOSES. Company 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 Company's Policies and Procedures and Company's 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"). I understand that I must be in good standing and not in violation of the Agreement to be eligible for bonuses or commissions from Company. I understand that these terms and conditions, Company's Policies and Procedures, and Company's Compensation Plan may be amended at the sole judgement and discretion of Company, and I agree to abide by all such amendments. I AGREE THAT THE COMPANY IS NOT LIABLE FOR ANY CLAIMS ARISING FROM OR RELATED TO ANY SUCH AMENDMENT OR MODIFICATION (INCLUDING CLAIMS FOR DAMAGES, COMPENSATION, REMUNERATION, BONUSES, LOST PROFITS OR LOSS OF OPPORTUNITY), AND I HEREBY WAIVE ALL CLAIMS ARISING FROM OR RELATED TO ANY SUCH AMENDMENT OR MODIFICATION. Notification of amendments shall be posted on Company's website and shall become effective 30 days after publication. The continuation of my 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 (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my Company business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights under the Agreement. I shall not be eligible to sell Company 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. Company reserves the right to terminate all agreements upon 30 days notice if 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. I may cancel this agreement at any time, and for any reason, upon written notice to Company at its principal business address. I understand that the Company reserves the right to combine my position in the organization and/or my downline organization with any other division or organization maintained by Company or its parent or affiliated companies.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Company. Any attempt to transfer or assign the Agreement without the express written consent of Company renders the Agreement voidable at the option of Company and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, Company may, at its discretion, impose upon me disciplinary sanctions 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. Company, its parent and affiliated companies, and their respective directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Affiliates"), shall not be liable for, and I release Company and its Affiliates from, all liability arising from or relating to the promotion or operation of my business and any activities related to it (e.g., The presentation of Company products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Company for any claims, demands, liability, judgments, damages, fines, penalties, attorney fees, or other awards arising from any conduct that I undertake in operating my business.
9. Any waiver by Company of any breach of the Agreement must be in writing and signed by the Company's General Counsel or Chief Legal Officer. Waiver by Company of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
10. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. In the event of a dispute between a distributor and Company arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. Company shall not be obligated to engage in mediation as a prerequisite to disciplinary action against distributor. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.
11. The parties consent to jurisdiction and venue before any federal or state court in Dallas County, State of Texas, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
12. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
13. Montana Residents: A Montana resident may cancel his or her distributor agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.
14. I understand that any claims I may have against the Company related to or arising from the Agreement must be brought within one year from the date of the alleged conduct giving rise to such claim and may only be brought in accordance with the dispute resolution procedures set forth in the Policies and Procedures. Failure to make such claim within this time period shall bar all claims against Company for such alleged conduct, act or omission. I WAIVE ALL CLAIMS THAT ANY OTHER STATUTE OF LIMITATIONS APPLIES.
15. I AGREE THAT THE COMPANY'S AND ITS AFFILIATES' MAXIMUM AGGREGATE LIABILITY TO ME ARISING FROM OR IN ANY WAY RELATED TO THE AGREEMENT, MY BUSINESS AND/OR THE RELATIONSHIP BETWEEN THE COMPANY AND ME WILL BE STRICTLY LIMITED TO THE TOTAL AMOUNT PAID TO ME BY THE COMPANY FOR THE SIX (6) MONTH PERIOD OCCURRING IMMEDIATELY PRIOR TO THE INCIDENT THAT GAVE RISE TO SUCH LIABILITY, BUT SPECIFICALLY EXCLUDING FROM SUCH TOTAL AMOUNT ANY ONE TIME BONUSES OR REWARDS PAID (OR PAYABLE) DURING SUCH SIX (6) MONTH PERIOD. IN NO EVENT, WILL THE COMPANY OR ITS AFFILIATES BE LIABLE TO ME FOR ANY LOST REVENUE, LOST PROFITS, INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INTERRUPTION OF MY BUSINESS, ANY OTHER ECONOMIC ADVANTAGE OR COST OF COVER INCURRED BY ME ARISING FROM OR IN ANY WAY RELATED TO THE AGREEMENT, MY BUSINESS AND/OR THE RELATIONSHIP BETWEEN THE COMPANY AND ME, UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY, EVEN IF THE COMPANY OR ITS AFFILIATES IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THE THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
16. I authorize Company 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. This Application, (including these Terms and Conditions), the Policies and Procedures, the Compensation Plan, the business entity registration form (if applicable) and any guides, manuals or programs promulgated by the Company from time to time (all as may be amended by the Company in its sole judgment and discretion from time to time) constitute the entire agreement between the Company and Distributor concerning the business and the subject matter hereof. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
18. If any provision of this Agreement is held invalid, void, or voidable by an arbitrator or court of competent jurisdiction, such provision shall be reformed only to the extent necessary to make it enforceable and to reflect the intent of the parties as nearly as possible. All other remaining provisions shall remain in full force and effect. Should any provision herein conflict, in whole or in part, with the Policies and Procedures, the provisions contained in the Policies and Procedures shall prevail.
19. A faxed or electronic copy of the Agreement shall be treated as an original in all respects.
20. Company reserves the right in its sole judgment and discretion to terminate the Agreement within sixty (60) of submission of the Application to Company. Fulfillment of any orders placed by you, payment of any commission or other incentives to you, or other action taken by the Company shall not be deemed a waiver of this right of termination. Company may terminate your Agreement by notifying you by e-mail, denying access to your back office or other means established by the Company at any time and for any reason during this 60 day period.

## NOTICE OF RIGHT TO CANCEL

DATE of Transaction: \_\_\_\_\_

You may cancel this transaction, without any penalty or obligation, within three business days from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Company, at 300 East Valley Drive, Bristol, Virginia 24201 not later than midnight of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_