

CENTROPIX

Terms and Conditions

1. I understand that as a Centropix Independent Affiliate (herein referred to as CIA):
 - a. I have the right to offer for sale Centropix products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll persons into Centropix.
 - c. If qualified, I have the right to earn commissions pursuant to the Centropix Compensation Plan.
2. I agree to present the Centropix Marketing and Compensation Plan and Centropix products and services as set forth in official Centropix literature.
3. I agree that as a CIA I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Centropix. 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 CENTROPIX FOR FEDERAL OR STATE TAX PURPOSES.** Centropix is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required.
4. I have carefully read and agree to comply with the Centropix Policies and Procedures, which are incorporated into and made a part of these Terms and Conditions (the Policies and Procedures and the CIA Application and Agreement shall be collectively referred to as the "Agreement"). In the event of a conflict between these Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If I have not yet reviewed the Policies and Procedures at the time I sign this Agreement, I understand that they are posted at <http://www.centropix.us/>, and are also in my Centropix back office. I will review the Policies and Procedures within five days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures, my sole recourse is to notify the company and cancel my Centropix Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Centropix. I understand that the Agreement may be modified or amended at the sole and absolute discretion of Centropix, and I agree to abide by all such changes. Notification of changes shall be posted in my Centropix Back Office. Changes shall become effective 30 days after publication. Any amendment to the Agreement, or to the dispute resolution provisions herein, shall not apply to: (1) a dispute arising prior to the effective date of such amendment; or (2) an Affiliate who declines to accept such amendment by discontinuing his or her Centropix business and status as an Affiliate following the Effective Date of any such amendment. The continuation of an Affiliate's Centropix business or an Affiliate's acceptance of bonuses or commissions after the effective date of any amendments shall constitute acceptance of 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 Centropix business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Affiliate. I shall not be eligible to sell Centropix 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.** Centropix reserves the right to terminate all CIA 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. CIA may cancel this Agreement at any time, and for any reason, upon written notice to Centropix at its principal business address. Centropix shall have the right in its sole and absolute discretion not to accept this Agreement or any renewal of it.
6. I may not assign any rights under the Agreement without the prior written consent of Centropix. Any attempt to transfer or assign the Agreement without the express written consent of Centropix renders the Agreement voidable at the option of Centropix and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, Centropix 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 the sales for such bonuses or commissions have been completed. I agree that Centropix may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to Centropix.
8. Centropix, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release and hold harmless Centropix and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless Centropix and its affiliates from

all liability arising from or relating to the promotion or operation of my Centropix business and any activities related to it (e.g., the presentation of Centropix products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Centropix 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 Centropix at its discretion, constitutes the entire contract between Centropix and me. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by Centropix of any breach of the Agreement must be in writing and signed by an authorized officer of Centropix. Waiver by Centropix 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 severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. In the event of a dispute between an Affiliate and Centropix 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. 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. Centropix shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against an Affiliate. The Federal Arbitration Act shall govern all matters relating to arbitration. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings. The parties agree that the arbitrator will have the sole power to decide any question about the arbitrability of any claim, dispute, or other difference between the parties. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Where permitted under applicable law, you and Centropix expressly agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action. You further waive participation in any class-action lawsuits, class-wide arbitrations, private attorney general actions, and any other proceeding in which someone acts in a representative capacity. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the County of Pinellas and State of Florida.

13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Middle District of Florida, or state court residing in Pinellas County, State of Florida.

14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law. Should a Louisiana resident cancel the CIA Agreement, Centropix will refund 90% of the initial CIA registration fee.

15. Montana Residents: Should a Montana resident cancel the CIA Agreement within 15 days from the date of enrollment, Centropix will refund 100% of the initial CIA registration fee.

16. Except as provided in paragraphs 14-15, refunds will be issued as provided in the Policies and Procedures and in the Notice of Right to Cancel below.

17. A participant in this Direct Sales Affiliate marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.

18. If an Affiliate wishes to bring an action against Centropix 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, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against Centropix for such act or omission. **CIA waives all claims that any other statute of limitations applies.**

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

20. A faxed copy of the Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS (FIVE [5] BUSINESS DAYS IN ALASKA AND FIFTEEN [15] BUSINESS DAYS IN NORTH DAKOTA FOR INDIVIDUALS AGE 65 AND OLDER) from the above date. 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 Centropix USA, 6222 Tower Lane, Unit B-5, Florida 34240-7846 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____