



INDEPENDENT REPRESENTATIVE AGREEMENT

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This AdzZoo Independent Representative (“AIR”) Agreement, in its present form and as amended at the sole discretion of AdzZoo LLC (the “COMPANY”) shall constitute the entire agreement by and between the Company and its Independent Representatives. Throughout this Independent Representative Agreement, when the term “Agreement” is used, it collectively refers to the AIR Application and Agreement, these Terms and Conditions, these Policies and Procedures, and the AdzZoo Marketing and Compensation Plan. These documents are incorporated by reference into the AIR Agreement (all in their current form and as amended by AdzZoo). It is the responsibility of each AIR to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of the Agreement. A new AIR must review the AdzZoo Marketing and Compensation Plan prior to his or her execution of the Agreement.

TERMS AND CONDITIONS

1. I understand that as an AdzZoo Independent Representative (AIR).
 - a. I have the right to offer for sale AdzZoo products in accordance with these Terms and Conditions.
 - b. I have the right to enroll individuals and business entities into AdzZoo as an AIR.
 - c. I will train and motivate the AIRs in my downline marketing organization.
 - d. I will comply with all federal, state and local laws, rules and regulations and shall make all reports and remit all withholdings or other deductions as may be required by federal, state and local laws.
 - e. I will perform my obligations as an AIR with the utmost honesty and integrity
2. I agree to present the AdzZoo business opportunity and AdzZoo products and services as set forth on the corporate website located at www.AdzZoo.com.
3. I understand that I am not an employee of AdzZoo and shall not be entitled to receive from AdzZoo any benefits whatsoever as an AdzZoo employee. I shall be fully responsible for paying all applicable federal, state, county and city taxes, source deductions, and other levies, premiums, license requirements and fees related to my earnings and activities as an AIR. I agree that all bonuses and commissions are 1099 income and will be reported as such.
4. I agree that, as an AIR, I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of AdzZoo. 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 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 AdzZoo. I shall be responsible for obtaining all necessary licenses and permits and for applying for all applicable federal, state and municipal laws, codes and regulations in connection with my activities as an AIR.
5. I have carefully read and agree to comply with the AdzZoo Guidelines, Policies and Procedures and the AdzZoo Compensation Program, located on the AdzZoo corporate website at www.AdzZoo.com. (These three documents shall be collectively referred to as the “AIR Agreement”). I understand that I must be in good standing, and not in violation of the AIR Agreement to be eligible for bonuses or



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commissions from AdzZoo as outlined in the compensation program. I understand that these Terms and Conditions, the AdzZoo Policies and Procedures, and the AdzZoo Compensation Program may be amended at the sole discretion of AdzZoo and I agree that any such amendment will apply to me. Notification of amendments shall be published in official AdzZoo materials including the corporate website at www.AdzZoo.com. Amendments shall become effective at time of publication. The continuation of my AIR business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

6. I understand that AdzZoo discloses typical earnings of AIRs in its materials. At AdzZoo every effort is made to ensure accurate representation of products and services and their potential for income. The primary source of income for a qualified Representative is derived primarily from the direct profits on personal and downline retail sales. Earning and Income Statements made by AdzZoo are estimates of what you may possibly earn. There is no guarantee that you will make these levels of income and you accept the risk that the earnings differ from one individual to another. Any income potential figures should not be considered a guarantee or projection of your actual earnings. Any representation or guarantee of earnings would be misleading. Success is achievable only from consistent sales results, which require hard work, diligence, and leadership. Your success will depend upon how effectively you exercise these qualities.

7. This AIR Agreement is perpetual from date of enrollment as an AIR, However, if I fail to pay any monthly maintenance fee to AdzZoo, or in the event the AIR Agreement is cancelled or terminated for any reason, I understand that I will permanently lose all rights as an AIR. I shall not be eligible to sell AdzZoo products or services nor shall I be eligible to receive commissions, bonuses or other income resulting from the activities of my former downline sales team organization. In the event of cancellation, termination or non-renewal, I waive all rights, including, but not limited to, property rights to my former downline sales team organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline sales team organization;. This Agreement shall automatically terminate if AdzZoo

- a) ceases business operations,
- b) dissolves as a business entity or
- c) terminates distribution of its services and products via direct selling channels.

8. I understand that I have the right to terminate the AIR Agreement at any time, with or without reason. I understand that such termination must be in writing via email to repservice@adzzoo.com and shall become effective upon acknowledgement of receipt by the Company.

9. I understand that the term of my AIR business is perpetual. The monthly maintenance fee of \$14.95 will be automatically charged to my credit card on file with the Company on or after the first day of each month following my enrollment. The monthly maintenance fee is subject to change based on promotions AdzZoo may choose, at its discretion to offer. I understand that if I am delinquent on the payment of my monthly maintenance fees that I will not be paid any commissions, bonuses or other amount due until such time as the fees are current. Should I be delinquent in the payment of the maintenance fees for a period of 90 days this Agreement shall terminate.

10. I may not assign any rights or delegate my duties under the AIR Agreement without the prior written consent of AdzZoo. Any attempt to transfer or assign the AIR Agreement without the express written consent of AdzZoo renders the AIR Agreement voidable at the option of AdzZoo and may result



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in termination of my AIR Agreement. I understand that AdzZoo may assign in whole or in part, any right under this AIR Agreement, without notice or consent.

11. I understand that if I fail to comply with the terms of the AIR Agreement, AdzZoo 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 AIR 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.

12. AdzZoo, its directors, officers, members, employees, assigns and agents (collectively referred to as "affiliates"), shall not be liable for, and I release AdzZoo and its affiliates from, all claims for consequential and exemplary damages. I further agree to release AdzZoo and its affiliates from all liability arising from or relating to the promotion or operation of my AIR business and any activities related to it (e.g., the presentation of AdzZoo products or AdzZoo Compensation Program, the operation of a motor vehicle, the lease of meeting or training facilities etc.), and agree to indemnify AdzZoo for any liability, fines, penalties or other awards arising from any unauthorized conduct that I undertake in operating my AdzZoo business.

13. The AIR Agreement in its current form and as amended by AdzZoo at its discretion, constitutes the entire contract between AdzZoo and the AIR. Any implied promises, representations, offers or other communications not expressly set forth in the AIR Agreement are of no force or effect.

14. AdzZoo may in its sole discretion waive any breach of this Agreement. Any waiver by AdzZoo of any breach of the AIR Agreement must be in writing and signed by an authorized officer of AdzZoo. Waiver by AdzZoo of any breach of the AIR Agreement by an AIR shall not be construed as a waiver of any subsequent breach that may occur while operating their AIR business.

15. If any provision of the AIR 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 AIR Agreement will remain in full force and effect.

16. This AIR Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws. All disputes and claims relating to AdzZoo, AIR Agreement, Policies, Procedures, Terms and Conditions, Compensation Program or its products and business opportunity, the rights and obligations of an AIR and AdzZoo, or any other claims or causes of action relating to the performance of either an AIR under the AIR Agreement of the AdzZoo Policies and Procedures shall be settled totally and finally by arbitration in Delaware, or such other location as AdzZoo 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 under the Federal Rules of Civil Procedure. AIR agrees that such arbitration shall be the sole remedy of any and all claims and causes and AIR waives his right to pursue these claim in any state, local or federal court. 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 jurisdiction. The prevailing party shall be entitled to receive from the losing party, according to the decision of the arbitrator, costs and expenses, including legal and filing fees. The provision to arbitrate shall survive any termination or expiration of the AIR Agreement. Nothing in the AIR Agreement shall prevent AdzZoo 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



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and protect AdzZoo'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 pending proceeding.

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

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

19. If a Representative wishes to bring an action against AdzZoo for any act or omission relating to or arising from the AIR 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 AdzZoo for such act or omission. Representative waives all claims that any other statutes of limitations applies.

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

21. An electronic copy of the AIR Agreement shall be treated as an original in all respects. A properly executed AIR Agreement must be on file at AdzZoo for each AIR before commissions earned will be issued. AIR should print a copy of this Agreement, the Compensation Program and the Policies and Procedures from www.Adzzoo.net for his records.

Agreed and Accepted:

Print Name _____

Date: _____