

- 1. Obligations and Representations.** I understand that as an Associate of Tranont, Inc. ("Tranont"):
- I must be of legal age in the state and province in which I reside or 18 years of age with written consent of parent and parental assumption of liability;
 - I have the right to offer for sale Tranont Products and Services in accordance with the terms and conditions of this Associate Agreement;
 - I will train and motivate the Associates in my downline marketing organization;
 - 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, provincial, county, or municipal law, ordinance, rule, or regulation;
 - I will perform my obligations as an Associate with honesty and integrity; and
 - I will follow all Policies and Procedures established by Tranont in the Policy Manual to conduct business as an Associate and for the sale of Tranont Products and Services.

- 2. Presenting Tranont Products and Services.** I agree to the terms and conditions contained in the current Tranont Compensation Plan and the compensation for the Tranont products and services as set forth in official Tranont literature and presentations.

- 3. Independent Contractor Status.** I agree that as a Tranont Associate, I am an independent contractor and not an employee, agent, partner, legal representative or franchisee of Tranont. I am not authorized to and will not incur any debt, expense, or obligation, or open any checking account on behalf of, for, or in the name of Tranont. I understand that I shall control the manner and means by which I operate my Tranont business, subject to my compliance with this Associate Agreement, the Tranont Policy Manual, and the Tranont Compensation Plan (all of which are collectively referred to as the "Contract"). I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. **I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF TRANONT FOR FEDERAL OR STATE TAX PURPOSES.** I acknowledge and agree that Tranont 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. Tranont Policies.** I have carefully read and agree to comply with the Tranont Policy Manual and the Tranont Compensation Plan, both of which are incorporated into the Associate Agreement by this reference and become part of the Contract (collectively referred to as the "Contract"). I understand that I must be in good standing and not in violation of any of the terms of the Contract in order to be eligible to receive any bonuses or commissions from Tranont. I also understand the Tranont Compensation Plan varies depending what country I live in or whether or not I have legal residency in the country where I am participating. I understand that the Contract, including this Associate Agreement, the Tranont Policy Manual, and the Tranont Sales Compensation Plan, may be amended at any time at the sole discretion of Tranont, all amendments apply to you once they are published. Notification of amendments will be published in official Tranont materials including the Company's official website. The continuation of my Tranont business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments to the contract.

- 5. Term and Termination.** The term of this Contract and each subsequent renewal is one year. An Associate may terminate this Contract at any time for any reason. Unless a party notifies the other of its intent to terminate the Contract in writing, I understand and agree that the Contract is renewed automatically each year on its anniversary date. I understand and agree that I will need to pay a \$49.00 USD (\$64.00 CAD) annual renewal fee each year to maintain my Associate Membership and renew my Contract with Tranont. I am solely responsible for ensuring this payment is made. I understand I will continue to be charged my Subscription Fees until I submit a written termination of association to Tranont. Tranont reserves the right to terminate any account or suspend all commissions after thirty (30) days of non-renewal. Any Subscription Fees charged within the thirty (30) day period is non-refundable. Tranont may also at any time terminate an Associate account for violation of the terms and conditions of the Contract including any amendments thereto.

If my Contract is canceled or terminated for any reason, I understand and agree that I will permanently lose all rights as an Associate and to my current position, and I shall not be eligible to sell Tranont Products or Services or to receive commissions, bonuses, or other remuneration from the activities of my former downline organization. In the event of cancellation, termination, or nonrenewal, I agree to forfeit and waive all rights I have, including but not limited to property rights, my former downline organization, and any commissions,

bonuses, or other remuneration derived through the sales and

other activities of my former downline organization. If my Contract is not renewed, or if it is cancelled or terminated for any reason, I agree to immediately discontinue use of any and all Tranont trademarks, service marks, and copyrighted materials. I also agree that during the term of this Contract and for one (1) year following the termination or cancellation of this Contract, regardless of the reason for termination or cancellation, I will not directly or indirectly solicit or recruit, as defined in the Tranont Policy Manual, any Tranont Associate.

Assignment. Neither I nor my assigned agents may assign or transfer any rights or delegate my duties under this Contract without the prior written consent of Tranont. Tranont may freely assign the Contract at any time. Any attempt to transfer or assign the Contract without the express written consent of Tranont renders the Contract terminable at the option of Tranont and may result in termination of my business.

Conflict of Interest and Non-solicitation. Company Associates are free to participate in other direct sales, multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, during the term of this Agreement, Associates may not directly or indirectly recruit other Company Associates or Customers for any other Network Marketing business.

Following the cancellation of an Associate's Associate Agreement, and for a period of 12 calendar months thereafter a former Associate may not recruit any Company Associate or Customer for another Network Marketing business. Associates and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, associates and the Company agree that this non-solicitation provision shall apply to all markets in which the Company conducts business.

As used in this Section, the term "recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement or effort to influence in any other way, either directly, indirectly or through a third party, another Company Associate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. The term recruit shall not include acts of an Associate specifically directed to those other Associate's and Customers that are personally sponsored or enrolled.

- 6. Breach of the Agreement.** I understand that if I fail to comply with the terms of my Contract, Tranont may, in its sole discretion, impose upon me disciplinary action as set forth in the Tranont Policy Manual. If I am in breach, default, or violation of the Contract at termination or any time prior to 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. Actions constituting a breach of this Contract are more particularly described in the Tranont Policy Manual.

- 7. Limitation of Liability and Indemnification.** Tranont, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. I release and agree to indemnify Tranont and its affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising from, or relating to my actions in the promotion or operation of my Tranont independent business and any activities related to it (for example, but not limited to, the presentation of Tranont Products and Services, or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable federal, state, or municipal law or regulation, etc.).

- 8. Entire Agreement.** This Associate Agreement, the Compensation Plan, and the Tranont Policy Manual, in their current forms and as amended by Tranont in its discretion, together constitute the entire agreement and Contract between Tranont and myself. Any promises, representations, offers, or other communications not expressly set forth in this Associate Agreement and Contract are of no force or effect. To the extent of any conflict or inconsistency between this Associate Agreement and the Policy Manual (in their current form or as subsequently modified), the Tranont Policy Manual shall govern.

- 9. Waiver and Severability.** Any waiver by Tranont of any breach of the Contract must be in writing and signed by an authorized officer of Tranont. Waiver by Tranont of any breach of my Contract by me shall not operate or be construed as a waiver of any subsequent breach. If any provision of the Contract 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 Contract will remain in full force and effect.

- 10. Survival.** Sections 5, 8, 9, 10, 12, 13, 15, and 16 of this Associate Agreement, as well as the covenants to protect Tranont's trade secrets, confidential information, intellectual property, and other proprietary materials, as set forth more fully in the Policy Manual, shall survive the termination of the Contract.

- 11. Resolution of Conflicts.** In the event of any dispute, claim, question, or disagreement arising from or relating to the Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered in Salt Lake County, Utah, by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and there shall be no right or authority for any dispute, claim, question, or disagreement to be arbitrated on a class action basis. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Contract. Notwithstanding this arbitration provision, nothing herein shall prevent Tranont from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Tranont'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. Associates may not use any of the core products to defend or bring action against Tranont.

- 12. Governing Law.** The parties consent to exclusive jurisdiction and venue before any federal court in Salt Lake County or any state court in Salt Lake County, State of Utah, for purposes of seeking equitable relief and/or enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue. I agree that, notwithstanding any statute of limitation to the contrary, any claim or action I wish to bring against Tranont for any act or omission relating to the Contract must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against Tranont for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.

- 13. Use of Name and Image.** I authorize Tranont to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.

- 14. Electronic Communication.** I authorize Tranont and its affiliates to communicate with me through electronic mail, SMS text message, and fax at the email address, cell, and fax number provided in this Associate Agreement. I understand that such communications may include offers or solicitations for the sale and purchase of Tranont products, sales aids, or services.

- 15. Counterparts.** Electronic copies and fax copies of this Associate Agreement shall be deemed an original. To be valid, copies submitted to Tranont by fax must include the front and back of the document.

- 16. Data Protection.** I give consent for Tranont to process the personal data contained in this application/agreement and to transfer this personal data, together with information about this Associate account's future sales activities, to any of Tranont's worldwide subsidiaries and affiliated companies, and to other Associates who are in the same sales organization or distribution chain, for the sole purpose of administering the sales and distribution of Tranont products and providing reports to its Associates of sales activity in their sales organizations. I understand that this transfer of information may be made to countries without a level of legal protection of privacy equivalent to that provided in my home country. I understand that if I receive sales reports containing personal data of other Associates, I agree that I will not use such data except in the administration and development of my sales organization, and that upon termination of my Contract, I will immediately delete all such personal data from my files, except as otherwise required by law. The parties agree that this obligation survives the termination of the Contract.