

TERMS AND CONDITIONS

I understand and agree that Meds2Herbs's Statement of Policy constitutes part of this Independent Business Owner (IBO) Application & Agreement and, when accepted by Meds2Herbs, they, together with the Meds2Herbs Pricing Policy, Distribution and Marketing Methods, IBO Active Status, Business Ethical Practices and any other document incorporated by reference, form the Agreement between me, as an Independent Business Owner, and Meds2Herbs.

1. Pricing Policy

I will as an IBO, follow all current pricing schedules and guidelines implemented by the company and future changes on pricing schedules and guidelines that the company may adopt from time to time.

2. Distribution and Marketing

I will as an IBO, promote, educate and recruit Distributors/ Sub-Distributors and establish Retail Outlets for all Meds2Herbs products.

3. IBO Active Status

To become an IBO, I will purchase one of the different IBO product package.

Inactive Status

Inactive status shall mean that an IBO has not purchased any product from Meds2Herbs for the past three consecutive months from the date of sign-up as an IBO or three consecutive months from the date of last purchased. This means to be in active status an IBO should make a purchase of at least one (1) IBO Business Builder Pack (20 bottles) once every three months. In the event an IBO becomes inactive and would request reinstatement, former IBO should submit a new application.

4. Business Ethical Practices

I will as an IBO, adhere to the company's policy of "Account Protection", that I will refrain from stealing retail accounts of fellow IBOs, Distributors, Sub-Distributors through unethical practices such as under pricing, destroying credibility and integrity of fellow IBOs, Distributors and Sub-Distributors and all other unethical practices. Such acts shall be grounds for immediate termination of this Agreement.

5. General Policies

I certify that I am at least 18 years of age and understand that this Agreement is not binding until received and accepted by Meds2Herbs, in accordance with the Meds2Herbs Statement of Policy.

- 5.1. I understand I will become an IBO (independent contractor) of Meds2Herbs only upon acceptance of this application by Meds2Herbs. As an IBO, I will

have permission to sell authorized products and services in accordance with Meds2Herbs Company Policies.

- 5.2. I acknowledge that, as an IBO, I am not purchasing a franchise or exclusive distributorship, and no fees are required from me for the right to distribute Meds2Herbs, products.
- 5.3. I will, as an IBO, abide by all laws, rules, and regulations enacted by any governing authority pertaining to the Agreement and the acquisition, receipt, holding, selling, distribution, or advertising of Meds2Herbs's products, including any licensing or reporting requirements.
- 5.4. I will, as an IBO, establish and service my customers, be responsible for my own business, and acknowledge that I am not an employee of Meds2Herbs and that our affiliation is neither subject to nor governed by any employment laws, provisions, taxes or withholdings in the United States of America or Canada.
- 5.5. I certify that I will operate my business in accordance with all the rules, regulations, policies, and procedures set forth by the Meds2Herbs Statement of Policy, and any future amendments, supplements, or replacements.
- 5.6. I understand that this Agreement may not be transferred or assigned without written consent from Meds2Herbs.
- 5.7. I agree to, at my own expense, make, execute, or file any reports and be solely responsible for declaration and payment of all taxes that may accrue because of my independent business activities in connection with this Agreement.
- 5.8. I understand that this Agreement shall continue to be enforced based on the fulfillment of all requirements and adherence to all Pricing Policy, Distribution and Marketing Methods, IBO Active Status, Business Ethical Practices and any other document incorporated by reference, form the Agreement between me, as an Independent Business Owner, and Meds2Herbs.
- 5.9. I understand that I am entitled to cancel participation in the Meds2Herbs IBO program at any time and for any reason upon written notice to Meds2Herbs.
- 5.10. I agree to train the IBOs I sponsor and provide bona fide supervisory assistance to support the sale and distribution of products to Distributors, Sub-Distributors, Retailers and end consumers. Examples of bona fide supervision include, but are not limited to, IBO online basic training, written correspondence, personal meetings, telephone contact, voice mail, electronic

mail, personal trainings, company trainings, and other activities that support product sales and distribution.

- 5.11. I understand that, on a periodic basis, Meds2Herbs may conduct inquiries, surveys, fact finding information from IBOs, Distributors, Sub-Distributors, Retailers and other activities, which will provide for the effective implementation of all company policies rules and regulations. I understand that infraction contrary to any company policies and regulations shall cause automatic termination of this agreement.
- 5.12. I agree all information, provided by the Company is proprietary and confidential, and I will not disclose such information to any third party, either directly or indirectly, nor will I use the information to compete with Meds2Herbs either directly or indirectly. I agree to a "Non-compete Clause", whereby I will not join a company or establish my own company competing directly with Meds2Herbs products and services for a period of five years from the date of the termination of this agreement either voluntary or by IBO's fault.
- 5.13. I understand and agree that all claims and disputes relating to this Agreement, the rights and obligations of the parties, or any other claims or causes of action relating to the performance of either party under this Agreement, and/or purchase of products or services, shall be settled totally and finally by arbitration in the proper Courts, in accordance with the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees.

Applicant's Signature _____
Date

Business Name: _____

Address: _____

Phone No.: _____

Co-Applicant's Signature _____
Date