

## Terms and Conditions

1. I understand that as a SLINX Representative:
  - a. I will assist, train, and motivate the representatives in my downline marketing organization.
  - b. I have the right to offer for sale SLINX products and services in accordance with these Terms and Conditions.
  - c. I have the right to enroll persons in SLINX.
  - d. I will assist, train, and motivate the representatives in my downline marketing organization.
  - e. 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, county, or municipal law, ordinance, rule or regulation.
  - f. I will actively develop, service, and/or maintain at least four customers (one not in my name and outside of my household) to receive earned position CABs and Bounty Bonuses. I understand that I must keep accurate records of retail sales and SLINX may periodically ask me to provide documentation of such sales to SLINX.
  - g. I will not purchase any product or service solely for the purpose of qualifying for overrides, commissions, or bonuses.
  - h. I will perform my obligations as a Representative with honesty and integrity.
  - i. I will only use the sales contracts and order forms which are provided by SLINX for the sales of its goods and services, and I will follow all policies and procedures established by SLINX for the completion and processing of such contracts and orders.
2. I agree to present the SLINX Marketing and Compensation Plan and SLINX products and services as set forth in official SLINX literature. I will make no claims regarding potential income, earnings, products and services beyond what is stated in official SLINX literature. Unless I have received express written permission from SLINX, I will not: (a) use, produce, create, publish, distribute, or obtain from any source other than SLINX, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to SLINX products, services, or the SLINX Marketing and Compensation Plan; (b) use or display any SLINX trademarks, tradenames, service marks, logos, designs or symbols; (c) advertise SLINX products, services, or the SLINX opportunity.
3. I agree that as a SLINX Representative I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of SLINX. 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 SLINX. I understand that I shall control the manner and means by which I operate my SLINX distributorship, subject to my compliance with these Terms and Conditions, the SLINX Policies and Procedures and the SLINX Marketing and Compensation Plan (all of which are collectively referred to as the "Agreement"). 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 SLINX FOR FEDERAL OR STATE TAX PURPOSES. SLINX 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. I agree to be bound by all sales tax collection agreements between SLINX, Inc. and all appropriate taxing jurisdictions, and all related rules and procedures.
4. I have carefully read and agree to comply with the SLINX Policies and Procedures and the SLINX Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from SLINX. I understand that these Terms and Conditions, the SLINX Policies and Procedures, or the SLINX Marketing and Compensation Plan may be amended from time to time, and I agree that any such amendments will apply to me. Notification of amendments shall be published in official SLINX materials and sent to all representatives. The continuation of my SLINX distributorship or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this Agreement shall be from the date on which it is accepted by SLINX to the same date of the following year. Thereafter, the annual term shall be from the acceptance date for each subsequent year. If I fail to annually renew my SLINX business and pay the applicable renewal fee or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a Representative. I understand that if I subscribe to either the SLINX Standard or Premium monthly services that my annual renewal fee will automatically be deducted from my commissions. I shall not be eligible to sell SLINX 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 non-renewal, I agree to 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.
6. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of SLINX. Any attempt to transfer or assign this Agreement without the express written consent of SLINX renders this Agreement voidable at the option of SLINX and may result in termination of my distributorship.
7. I understand that if I fail to comply with the terms of this Agreement, SLINX may, at its discretion, terminate my distributorship or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses and commissions, loss of all or part of my downline marketing organization. If I am in breach, default, or violation of this 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. If this Agreement is terminated for any reason, I will forever lose my rights as a Representative, including rights to my downline marketing organization, and rights to compensation pursuant to the SLINX Marketing and Compensation Plan. If I fail to pay for products and services when payment is due, I authorize SLINX to withhold the appropriate amounts from my bonus or commission checks, to charge my credit cards, or debit my checking accounts, if any, which I have authorized SLINX to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.
8. To the extent permitted by law, SLINX, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred as "affiliates"), shall not be liable for, and I release SLINX and its affiliates from, and waive all claims for any loss of profits, indirect, direct, special, or consequential damages or any other loss incurred or suffered by me as a result of: (a) my breach of this Agreement or the SLINX Policies and Procedures; (b) the improper promotion or operation of my distributorship and any activities related to it (e.g., the presentation of SLINX products or Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for SLINX to operate its business, including without limitation, my enrollment and acceptance into the Marketing and Compensation Plan or the payment of Bonuses or Commissions. I agree that the entire liability of SLINX and its affiliates for any claim whatsoever related to the relationship of SLINX and myself, including but not limited to, any cause of action sounding in contract, tort, or equity shall not exceed, and shall be limited to, the amount of products I have purchased from SLINX under this Agreement or any other agreement that are in resalable condition. I further agree to indemnify, hold harmless, and defend at my expense SLINX and its affiliates against any and all claims, demands, liabilities, judgments, attorney fees and all other expenses arising or alleged to arise in connection with my distributorship.
9. This Agreement constitutes the entire contract between SLINX and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this Representative Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.
10. Any waiver by SLINX of any breach of this Agreement must be in writing and signed by an authorized officer of SLINX. Waiver by SLINX of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. In the event that a provision of this 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 Agreement will remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of New York, unless the laws of the state in which I reside expressly require the application of its laws. Except as set forth in the SLINX Policies and Procedures, or unless the laws of the state in which I reside expressly prohibit the consensual jurisdiction and venue provisions of this Agreement, in which case its laws shall govern, all disputes and claims relating to SLINX, the Representative Agreement, the SLINX Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Representative and SLINX, or any other claims or causes of action relating to the performance of either an independent Representative or SLINX under the Agreement or the SLINX Policies and Procedures shall be settled totally and finally by arbitration in Rochester, NY, or such other location as SLINX prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. The parties shall be allowed all discovery rights pursuant to the Federal Rules of Civil Procedure. If a Representative files a claim or counterclaim against SLINX, a Representative shall do so on an individual basis and not with any other Representative or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.
13. The parties consent to jurisdiction and venue before any federal or state court in Monroe County, State of New York for purposes of 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.