



# MEMBER TERMS & CONDITIONS

1. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF The M Network FOR FEDERAL OR STATE TAX PURPOSES. The M Network 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 THE M NETWORK and all appropriate taxing jurisdictions, and all related rules and procedures. I shall make all reports and remit all with-holdings or any other deductions as may be required by any federal, state, county, provincial or municipal law, ordinance, rule or regulation.
2. I have carefully read and agree to comply with The M Network Policies and Procedures and THE M NETWORK's Compensation. These documents, in their current form and as amended in the future at THE M NETWORK's discretion, are incorporated by reference and form a part of these Terms and Conditions. The Policies and Procedures, these Terms and Conditions shall be collectively referred to as the "Agreement." I understand that I must be in good standing, and not in violation of any of the terms of the Agreement, in order to be eligible to receive any bonuses or commissions from THE M NETWORK. I understand that The M Network Policies and Procedures and/or The M Network compensation plan may be amended at the sole discretion of THE M NETWORK, and all such amendments shall be incorporated into this Agreement by reference and shall apply to me. Notification of amendments shall be published in THE M NETWORK materials and/or on The M Network website and shall be effective upon publication. The continuation of my M NETWORK business or my acceptance of any compensation from THE M NETWORK shall constitute my acceptance of any and all amendments.
3. If I choose to cancel my M NETWORK business (as outlined in Policy and Procedures), or if it is voluntarily cancelled or involuntarily terminated for any reason, I understand that I will permanently lose all rights as a Member. I further understand that I shall not be eligible to sell M NETWORK products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from my activities and/or the activities of my former sales organization. In the event of cancellation, termination or nonrenewal, I agree to waive all rights I have, including but not limited to property rights, to my former sales organization and to any bonuses, commissions or other remuneration derived through my sales and/or the sales and other activities of my former sales organization. I may not assign any rights or delegate any duties under this Agreement without the prior written consent of THE M NETWORK. Any attempt to transfer or assign this Agreement without the express written consent of THE M NETWORK renders this Agreement voidable at the option of THE M NETWORK and may result in termination of my M NETWORK Agreement and Membership.
4. I understand that if I fail to comply with the terms of this Agreement, THE M NETWORK may, at its discretion impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach of the Agreement, 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 I become indebted to THE M NETWORK for any reason, I authorize THE M NETWORK 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 on file with THE M NETWORK. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.
5. If a Member's termination is determined to be wrongful following final arbitration proceedings, the Member shall be reinstated as an M NETWORK Member in his/her original position and shall be paid those commissions that were withheld during the period of termination. This shall be Members' sole and exclusive remedy for wrongful termination. Members release THE M NETWORK, its directors, officers, shareholders, employees, assigns, and agents (collectively referred as "Members"), against claims for consequential and/or exemplary damages.
6. The Agreement, in its current form and as amended by THE M NETWORK at its sole discretion, constitutes the entire contract between THE M NETWORK and myself. Any promises, representations, others, or other communications not expressly set forth in this Agreement or any subsequent amendment by THE M NETWORK are of no force or effect. 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 most recent Policies and Procedures shall in all instances supersede and prevail over any term of these Terms and Conditions as to the matters addressed herein.
7. Any waiver by THE M NETWORK of any breach of the Agreement must be in writing and signed by an authorized THE M NETWORK officer. Waiver by THE M NETWORK of any breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
8. If any 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.
9. I authorize THE M NETWORK to use my name, picture, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
10. This Agreement is governed by and construed in accordance with the laws of the State of Utah unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to THE M NETWORK and/or the Agreement shall be settled totally and finally by arbitration in Utah County, Utah, or such other location as THE M NETWORK 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 all discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. If a Member files a claim or counterclaim against THE M NETWORK, Member shall do so on an individual basis and not with any other Member or as part of a class action. 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 competent jurisdiction. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the losing party. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Notwithstanding this arbitration provision, THE M NETWORK may apply to any court having jurisdiction for a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect THE M NETWORK'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.
11. The parties consent to jurisdiction and venue before any federal or state court in Utah County, State of Utah 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.
12. The term of this Agreement is one year from the date the Application is received by THE M NETWORK (the "effective date" ) and, unless terminated, is automatically renewable. If I do not wish to renew, THE M NETWORK must receive written notice at least 31 days before the anniversary of the effective date. If that day falls on a weekend notice must be received by THE M NETWORK no later than 5:00 p.m. EST on the Friday immediately preceding that day. Unless I notify THE M NETWORK of non-renewal, or my Agreement is terminated pursuant to The M Network Policies and Procedures, my Agreement will automatically be renewed each year for another one-year term. My renewal fee will be charged to the bank account or credit card of record up to 30 days prior to the anniversary date.

## AUTOSHIP TERMS & CONDITIONS

By completing the AutoShip sign up information on the front of this Agreement, I authorize The M Network, LLC ("THE M NETWORK"), to ship the product listed on the front of this form according to the terms set forth herein. THE M NETWORK is under no obligation to ship products if the authorized account(s) have been overdrawn or closed. This Agreement does not supersede or modify in any way the terms and conditions of my Independent Member Agreement or THE M NETWORK's Policies and Procedures. THE M NETWORK reserves the right to modify or terminate the AutoShip at its sole discretion.

**CHANGES:** To change AutoShip order selections, method of payments, or the authorized amount, a new Agreement must be submitted to THE M NETWORK. If more than one Agreement has been submitted, the most recent Agreement will supersede all previous Agreements. Upon notice, THE M NETWORK reserves the right to change prices. When such price changes occur, THE M NETWORK will publish them in THE M NETWORK publications and, unless I direct THE M NETWORK to do otherwise, THE M NETWORK will continue to send me the products specified in my AutoShip Agreement at the changed price. I understand that I will receive a 100% refund on any product where the price has been increased if I return such product to THE M NETWORK within thirty (30) calendar days of the date of the product order, or the period specified by state law of the state where I reside for such refunds, whichever is longer.

**TERM:** This Agreement will remain in effect until I: (1) elect to alter or change any aspect of this Agreement by submitting a new AutoShip Agreement; (2) submit my cancellation of this Agreement to THE M NETWORK. Change or cancellation will be effective in the calendar month in which it is received by THE M NETWORK, if received at least 5 business days prior to my AutoShip ship date; otherwise, change or cancellation will become effective in the month following the month in which my notice of change/cancellation is received by THE M NETWORK. If I cancel my AutoShip, my Membership will not be cancelled.

**PAYMENT AUTHORIZATION:** I authorize THE M NETWORK to withdraw payment for my AutoShip order(s) from my bank account or charge my credit card identified on the front of this Agreement. If I have selected the credit card form of payment I authorize THE M NETWORK to charge all orders to this card, even if they exceed the amount of my pre-selected AutoShip order. I understand that shipping, handling and applicable taxes will also be added to all orders, regardless of the form of payment. In order to prepare my AutoShip order to ship on the indicated date, I understand that my credit card or checking account may be charged up to seven (7) days prior to the scheduled shipment date. I agree to pay a \$25.00 service fee in the event a check or charge is returned for any reason. I have the right to have the amount of any erroneous withdrawal credited as soon as reasonably possible and upon proper notification to THE M NETWORK. I shall hold THE M NETWORK harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.