13981 McGregor Blvd # 105 | Ft. Myers, FL 33919
p: 239.935.5858 | f: 707.922.7073
CustomerService@isXperia .com | isXperia .com

Independent Distributor Application & Agreement

APPLICATION INFORMATION (Please Print Legibly in Blue or Black Ink)

Social Security # or Federal Tax ID # | Today's Date

First Name: | Last Name: | MI:

Business Name (if Applicable): | Contact Name:

Address (no PO Boxes):

E-Mail: | Phone: | Date of Birth: | COUNTRY:

SPONSOR INFORMATION

Name: (First/Last or Business Name): | Sponsor ID #: | Placement (select one): ❑ Left ❑ Right

OPTIONAL PLACEMENT INFORMATION (If Applicable)

Name: (First/Last or Business Name): | Placement ID # | Placement (select one): ❑ Left ❑ Right

YES I WANT TO ENROLL AS A PROMOTER WITH ISXPERIA!

❑ I agree to the one time Promoter Registration Fee of $50.

I would like to select the following optional Starter Pack:

❑ $50 Starter Pack (1 Prod) ❑ $299 Premium Pack (6 Prods) ❑ $599 Elite Pack (12 Prods) ❑ None at this time.

MONTHLY AUTO PROGRAM (MAP) (Check all that apply to your choices selected above)

❑ YES! I want to ensure my Active Promoter status by purchasing a minimum of $50 each month. SAVE MORE WITH FREE SHIPPING! Order $100 or more in products and shipping is on us! Your first MAP order will process 30 days from your enrollment date.

SELECT YOUR MAP PRODUCTS ON FORM #1003 AND SUBMIT WITH THIS APPLICATION.

PERSONALIZED WEBSITES

Web Address: www.isXperia .com/_____ Password: _____

PAYMENT INFORMATION (Required)

PAYMENT OPTIONS: ❑ **VISA** ❑ **MC** ❑ **AMEX** ❑ **DISCOVER**

Order Total: $_____

Card Number | Expiration Date | CVV

Name on Credit Card:_____

Authorized Signature:_____ Date:_____

Billing Address (If Different from Above Shipping Address:

Street Address: | City | State: | Zip:

FOR OFFICE USE ONL Y

An annual renewal fee of $50 is required and due 12 months from the signing of this agreement in order to continue as a representative of isXperia .

I hereby authorize isXperia (XIP) to charge my credit card for the total amount listed above. I understand that these order(s) may include sales tax and shipping & handling fees. I have carefully read the Terms and Conditions on the back of this Application and Agreement, the Policies and Procedures, and the isXperia Compensation Plan, and agree to abide by all terms set forth in these documents. I certify that my Social Security or Tax ID is correct, that I am not subject to backup withholding due to failure to report interest and dividend income. I have not been an isXperia representative, or a partner, shareholder, or principal of any entity having an isXperia business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Member Application and Agreement may result in action by isXperia , up to and including termination of this Agreement.

I understand that I have the right to terminate my isXperia independent business at any time, with or without reason, by sending written notice to the Company at the above listed address. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (five days for Alaska residents). See the reverse side of this form for an explanation of this right.

Page 2 Must Be Read & Signed

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isXperia Independent Representative Agreement & Terms of Enrollment

As a new authorized isXperia Representative, I agree with the following:

1. I understand that as an isXperia representative:
   a. I have the right to offer for sale isXperia products and services in accordance with these Terms and Conditions.
   b. I have the right to enroll persons in isXperia .
   c. I have the right to earn commissions pursuant to the isXperia Marketing and Compensation Plan.
2. I agree to present the isXperia Marketing and Compensation Plan and isXperia products and services as set forth in official isXperia literature.
3. I agree that as an isXperia representative I am an independent contractor, and not an employee, partner, legal representative, or franchisee of isXperia . 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 isXperia FOR FEDERAL OR STATE TAX PURPOSES. isXperia is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the isXperia Policies and Procedures and the isXperia Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from isXperia . I understand that these Terms and Conditions, the isXperia Policies and Procedures, or the isXperia Marketing and Compensation Plan may be amended at the sole discretion of isXperia , and I agree to abide by all such amendments. Notification of amendments shall be posted on the isXperia website. Amendments shall become effective 30 days after publication. The continuation of my isXperia business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. **The term of this Agreement is one year (subject to prior cancellation as provided in the Policies and Procedures). If I fail to annually renew my isXperia business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a representative.** I shall not be eligible to sell isXperia 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 nonrenewal, I 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. isXperia reserves the right to terminate all representative Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Representative may cancel this Agreement at any time, and for any reason, upon written notice to isXperia at its principal business address. isXperia may cancel this Agreement for any reason upon 30 days advance written notice to representative.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of isXperia . Any attempt to transfer or assign the Agreement without the express written consent of isXperia renders the Agreement voidable at the option of isXperia and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, isXperia 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 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.
8. isXperia, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release isXperia and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release isXperia and its affiliates from all liability arising from or relating to: (a) my breach or any other representative's breach of the Agreement; (b) the promotion or operation of an isXperia Business by me or another representative and any activities related thereto (including but not limited to, the presentation of isXperia products, services or the isXperia Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect data or information provided by me or another representative to isXperia ; or (d) my failure or another representative's failure to provide any information or data necessary for isXperia to operate its business. I agree to indemnify isXperia for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my isXperia Business.
9. The Agreement, in its current form and as amended by isXperia at its discretion, constitutes the entire contract between isXperia and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by isXperia of any breach of the Agreement must be in writing and signed by an authorized officer of isXperia . Waiver by isXperia of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the 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 Florida without regard to principles of conflicts of laws. All disputes and claims relating to isXperia , the representative Agreement, the isXperia Marketing and Compensation Plan or its products and services, the rights and obligations of an independent representative and isXperia , or any other claims or causes of action relating to the performance of either an independent representative or isXperia under the Agreement or the isXperia Policies and Procedures shall be settled totally and finally by arbitration in Lee County, Florida, or such other location as isXperia 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 allowed under the Federal Rules of Civil Procedure. 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 competent jurisdiction. The prevailing party shall be entitled to receive from the losing party OR 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. Nothing in the Agreement shall prevent isXperia from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its 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.
13. The parties consent to jurisdiction and venue before any federal or state court in Lee County, State of Florida, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
15. Montana Residents: A Montana resident may cancel his or her representative Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.
16. If a representative wishes to bring an action against isXperia for any act or omission relating to or arising from the 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 isXperia for such act or omission. representative waives all claims that any other statutes of limitations apply.
17. I authorize isXperia to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
18. A faxed copy of the Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

DATE of Transaction: _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to isXperia , LLC, 13981 McGregor Blvd #105, Ft. Myers, FL 33919 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

Applicant Signature_____ Date_____

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