

# TERMS & CONDITIONS

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Effective April 24, 2016

1. I understand that as an Independent Associate ("Associate") for Talk Fusion®, Inc. (hereinafter "Talk Fusion" or the "Company"):
  - a) I have the right to sell, and solicit orders for, Talk Fusion products and services in accordance with these Terms and Conditions. I understand that it is within the exclusive right of Talk Fusion to accept or reject orders that I submit.
  - b) I have the right to enroll persons as Associates in Talk Fusion.
  - c) If qualified, I have the right to earn commissions pursuant to the Talk Fusion Compensation Plan.
2. I agree to present the Talk Fusion Compensation Plan and Talk Fusion products and services as set forth in official Talk Fusion literature.
3. I agree that as a Talk Fusion Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Talk Fusion. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF TALK FUSION FOR FEDERAL OR STATE TAX PURPOSES. Talk Fusion is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers compensation or unemployment security benefits of any kind from Talk Fusion.**
4. I have carefully read and agree to comply with the Talk Fusion Policies and Procedures, the Talk Fusion Compensation Plan, each of which are incorporated into and made a part of these Terms and Conditions (these documents shall be collectively referred to as the "Agreement"). If I have not yet reviewed the Policies and Procedures at the time I execute this Agreement, I understand that they are posted in my Back Office. If I have not reviewed the Policies and Procedures, I will review them within three days from the date on which I execute this Agreement. If I do not agree to the Policies and Procedures, my sole recourse is to notify the company and cancel my Talk Fusion Agreement. Failure to cancel within three days from the date of enrollment constitutes my acceptance of the Policies and Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Talk Fusion. I understand that the Agreement may be amended at the sole discretion of Talk Fusion, and I agree to abide by all such amendments. Notification of amendments shall be posted in my Talk Fusion Back Office. Amendments shall become effective 30 days after notice of the amendment(s) is posted, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. My continued operation of my Talk Fusion business or my acceptance of bonuses or commissions after the effective date of amendments shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I do not renew my Talk Fusion business by paying the annual renewal fee, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Associate. I shall not be eligible to sell Talk Fusion products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from my activities or 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.** Talk Fusion reserves the right to terminate all Associate 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.
6. Neither party shall assign its rights, or delegate its duties toward the other, without the written authorization of the other party. Notwithstanding the foregoing, if a controlling interest in Talk Fusion is transferred to a third party, or if a third party acquires the a controlling interest in the assets of the Company, Talk Fusion may transfer its rights,

duties and obligations in all Associate Agreements to such third party as part of the sale or transfer of its business and/or assets to such third party.

7. I understand that if I fail to comply with the terms of the Agreement, Talk Fusion may impose upon me disciplinary sanctions as set forth in the Policies and Procedures
8. The Parties, their parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for consequential or exemplary damages for any claim or cause of action relating to the Agreement or the use of Talk Fusion's products, even if a party has been apprised of the likelihood of such damages.
9. The Agreement, in its current form and as amended by Talk Fusion at its discretion, constitutes the entire contract between Talk Fusion 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 either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against whom the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and 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 severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. 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. In the event of a dispute between an Associate and Talk Fusion arising from or relating to the Agreement, or the rights and obligations of either party pursuant to the Agreement, the parties shall resolve the dispute as set forth more fully in Talk Fusion's Policies and Procedures.
13. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law. See Policies and Procedures.
14. Maryland Residents: a participant may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant. See Policies and Procedures.
15. Montana Residents: A Montana resident may cancel his or her Associate Agreement within 15 days from the date of enrollment, and may return his or her sales kit within such time period and is entitled to a full refund for the sales kit and for any other consideration he/she paid within such time period to participate in the program.
16. Louisiana, Massachusetts and Wyoming Residents: Should you cancel your Associate Agreement, Talk Fusion will refund 90% of your purchase price for any administrative fees you have incurred during the current year upon receipt of your written request.
17. Puerto Rico Residents: You may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Your cancellation must be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: (a) Reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; (c) Return 90% of any sum paid by you for the purpose of participating in the business.
18. I further agree to release Talk Fusion and its affiliates from all liability arising from or relating to my promotion or operation of my Talk Fusion business and any activities and/or omissions related to it (e.g., the presentation of Talk Fusion products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities,

misrepresentations to a third party, etc.), and I agree to indemnify Talk Fusion for any payments (including defense costs), liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

19. I understand that I am not authorized to bind Talk Fusion to any contract or obligation. I further agree that I am solely responsible for the consequences of any representation that I make that is not contained in Talk Fusion's corporate website, [www.talkfusion.com](http://www.talkfusion.com). I agree that I am solely responsible to fulfill any obligation that I make to any third party. I agree to indemnify Talk Fusion for any payment, expense (including defense costs), or liability it incurs that results from or arises out my failure to meet any obligation or representation I make relating to Talk Fusion's Products and Services and/or the Talk Fusion business. Talk Fusion may, at its sole and complete discretion, terminate an Associate who makes any representations inconsistent with Talk Fusion's Terms of Service, Policies & Procedures, Terms & Conditions, compensation plan, or inconsistent with Talk Fusion's corporate website.
20. The Company will not be answerable for any promise, assurance given by any Associate to any person, unless it is in accordance with the approved business plans and terms outlined by Talk Fusion's Terms of Service, Policies & Procedures and Terms & Conditions, which appear at [www.talkfusion.com](http://www.talkfusion.com). Hence, the Applicant/Independent Associate shall go through the website [www.talkfusion.com](http://www.talkfusion.com), and the brochures and notices issued by the Company, and adhere to the all terms formed by the Company. If any Associate is found guilty of not observing the same, then without prejudice to the rights of the Company under the law, then he/she will be terminated from the Company. Through these Company sources, he/she will fully inform himself/herself on all these matters.
- 21. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address or via the Associate's Back Office.**
22. If a Party wishes to bring an action against the other Party for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date on which the party knows, or through reasonable diligence should know, of the conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against the other Party for such act or omission. **The Parties waive all claims that any other statute of limitations applies.**
23. I grant Talk Fusion an irrevocable license to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished material.
24. I certify that I am at least 18 years of age.