

Membership Application

UNITED STATES OF AMERICA

BODYLOGIC INTERNATIONAL USA, LLC.
500 N. Akard, Suite 2700 Dallas TX 75201



NUTRITION

MEMBERSHIP

Applicant details

Name _____ Last Name, Name(s) (as shown in ID)		Birthdate _____ (MM / DD / YYYY)	Birthplace _____
Main address for orders delivery _____ Address Line 1: (Street address, P.O. box, company name, c/o)		Telephone: _____	<input type="checkbox"/> F <input type="checkbox"/> M Genre
_____ Address Line 2: (Apartment, suite, unit, bulding, floor, etc.)		Cellphone Number: _____	E-mail for notifications: _____
_____ City	_____ State	_____ Zip Code	_____ Country

Beneficiary data

_____ Last name, Name(s)	_____ Address	_____ Telephone
Note: Beneficiary must be a legal adult		_____ Relation or kinship

Enrollment Sponsor Data

Enrollment Sponsor's name _____ Last name, Name(s)		Enrollment Sponsor Membership Number _____
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Comission Payment Method

Bank name _____
Distributor's bank account number _____
Routing number _____

Enroll Modalities

Essential Kit or some start package. (The Essential Kit contains only informative reading).
The delivery of the application and the purchase of the start package or Essential Kit does not imply acceptance by BL-Nutrition, the request will be evaluated and if it is not accepted within a period not exceeding 30 calendar days, said request will be considered as inadmissible.

_____ Applicant's name and signature	_____ Place	_____ Date
I declare under protest that the information provided is true, correct and reliable, and I am obligated to comply with the BL-Nutrition Policies and Procedures Manual and the BL-Nutrition Membership Terms and Conditions set forth in this document.		

This Cover is part of the BL-Nutrition Membership Terms and Conditions.

INDEPENDENT DISTRIBUTOR AGREEMENT - USA

This Independent Distributor Agreement sets forth the terms and conditions that govern the contractual relationship between BODYLOGIC INTERNATIONAL USA, LLC ("BODYLOGIC" or "Company") and the person submitting this online application and agreement (the "Distributor"). BODYLOGIC and the Distributor are sometimes collectively referred as the "Parties." As a BODYLOGIC, INC. Independent Distributor, I understand and agree that my relationship with BODYLOGIC shall be governed by the following terms and conditions:

CLAUSULES

BECOMING A DISTRIBUTOR

1. I understand that this Independent Distributor Agreement is subject to acceptance by BODYLOGIC. Upon acceptance by BODYLOGIC, these terms and conditions, together with the BODYLOGIC Policies and Procedures Manual (the "Manual") and the BODYLOGIC Compensation Plan (the "Compensation Plan"), which are incorporated by reference, shall constitute the entire agreement (the "Agreement") between the Company and myself. This Agreement will only become effective and binding on the date it is accepted by BODYLOGIC (the "Effective Date").

2. BODYLOGIC agrees, subject to the terms and conditions of this Agreement, to sell to Distributor various BODYLOGIC products ("Products") for the purpose of resale or otherwise fulfill purchases of Products by Distributor's customers.

3. Distributor shall have the right to: (a) sell Products to customers in accordance with the Agreement; (b) enroll others as Independent Distributors; and (c) earn, if qualified, bonuses, commissions, and other remuneration pursuant to the Compensation Plan. Distributor agrees to market and promote the BODYLOGIC business, the Products, and the Compensation Plan only as set forth in the Agreement and in official BODYLOGIC literature. Distributor acknowledges and agrees that Distributor has no right, interest, or contractual relationship with any other BODYLOGIC Distributors including those sponsored or enrolled by Distributor or in Distributor's downline organization.

4. To be eligible to be a BODYLOGIC Independent Distributor, a prospective Distributor must (i) be at least 18 years of age; (ii) be a legal resident of the United States; (iii) have a valid social security number or Employer Identification Number (EIN); (iv) not have been convicted of a felony criminal offense; (v) have an email address; and (vi) have a valid credit or debit card. In addition, current employees of BODYLOGIC or any affiliated company and members of their household are not eligible to be a Distributor.

5. Distributor agrees to purchase a non-commissionable Starter Kit. There are several optional Starter Kits available to new Distributors, however, the \$ Starter Kit is the only purchase required to conduct business as a BODYLOGIC Independent Distributor. Distributor must provide a valid Social Security Number or Federal Tax Identification Number after Distributor has earned \$600 in compensation. Upon any termination of the Agreement, a Distributor may be able to return a Starter Kit for a refund. The BODYLOGIC Distributor refund policy is set forth in the Manual.

6. Each person applying to become a Distributor will, upon acceptance, be placed under the Distributor who introduced or presented the BODYLOGIC opportunity to the new Distributor. The upline Distributor is known as the Sponsor or Enroller. If the person applying to become a Distributor was not introduced to BODYLOGIC by a Distributor, BODYLOGIC will place the new Distributor under a Sponsor/Enroller as determined by BODYLOGIC in its sole discretion. The only means by which a Distributor may change his/her Enroller is by voluntarily terminating the Agreement and remaining inactive as a Distributor for six (6) consecutive calendar months. Following the six-calendar month period of inactivity, the former Distributor may re enroll under a new Enroller. The Distributor will lose all rights to his/her former downline upon termination of the Agreement. Distributors are prohibited from soliciting, encouraging or enticing other Distributors to leave their current line of sponsorship and join under a new Enroller.

7. A Distributor may apply to operate her or his BODYLOGIC business as a Business Entity (i.e., a corporation, limited liability company or partnership. An individual Distributor may transfer his or her rights under this Agreement to a Business Entity by submitting a Business Entity Registration Form that is accepted by BODYLOGIC. Owners of a Business Entity are jointly and severally liable for all obligations of the Business Entity under this Agreement.

INDEPENDENT CONTRACTOR RELATIONSHIP

8. Distributor acknowledges and agrees that Distributor shall be an independent contractor and not an employee, franchisee, representative, agent, joint venturer, or partner of BODYLOGIC. This Agreement shall not create an employer-employee relationship and Distributor is not authorized to nor shall Distributor obligate BODYLOGIC in any way legally or financially.

9. Distributor acknowledges and agrees that Distributor shall not be treated as an employee of BODYLOGIC for Federal or State tax purposes. Distributor shall be responsible for Distributor's business expenses, self-employment taxes, estimated tax liabilities, or personal property taxes, and other similar obligations, whether federal, state or local. BODYLOGIC shall not pay or withhold any FICA, SDI, federal or state income tax, or unemployment insurance or tax, or other amounts from any commissions or bonuses paid to Distributor. Distributor shall be solely responsible for payment of all taxes, withholdings and other amounts due in regard to Distributor's own employees, if any.

10. Distributor shall be solely responsible for determining, reporting and paying all sales tax, business license fees and/or any other similar taxes, fees or items required by any governing or agency or taxing authority. Distributor shall be solely responsible for obtaining all business licenses required with regard to Distributor's BODYLOGIC business. BODYLOGIC may, but shall not be obligated to, provide or maintain services or systems to assist in the collecting and remitting of sales taxes on behalf of Distributor; provided, however, that such services or systems shall be provided as a convenience only and shall not create or be indicative of any relationship other than an independent contractor relationship. Distributor expressly releases BODYLOGIC from any liability or claims regarding the determination, collection, remittance or reporting of sales tax.

11. Distributor is responsible for her or his own business activities, business methods, working hours, and methods of sale, so long as the Distributor complies with the terms of this Agreement and all applicable laws. BODYLOGIC does not maintain or grant exclusive sales areas or territories for the benefit of the Distributor. Distributor acknowledges that neither this Agreement, nor any compensation, bonuses, commissions or incentive plans, or programs offered by BODYLOGIC constitutes a franchise, business opportunity, or seller assisted marketing plan. Distributor further acknowledges that no BODYLOGIC officer, employee, or Distributor has expressly or impliedly stated or represented to Distributor that Distributor will earn income or that there is a market for the Products.

DISTRIBUTOR BUSINESS PRACTICES

12. Earnings Claims. Distributor shall not make any earnings claims or representations in connection with promoting BODYLOGIC except as may be published by BODYLOGIC. BODYLOGIC does not pay any compensation, bonus, or commission for enrolling or recruiting other Distributors.

13. Product Claims. Distributor shall not make any claims or representations regarding the BODYLOGIC Products other than those claims and representations found in approved BODYLOGIC publications. To the extent Distributor makes any claims regarding the Products, or the ingredients in a Product, such claims must be consistent with official BODYLOGIC publications. Additionally, Distributor may not make claims (including personal testimonials) about the therapeutic or curative properties of any Products or a Product's ingredients, except those contained in official BODYLOGIC Marketing publications. Distributor may not make any claim or representation suggesting that BODYLOGIC Products are approved by any governmental or regulatory agency, but Distributor may represent that Products meet all FDA and other safety guidelines and regulations.

14. Ethical Business Practices. Distributor shall at all times, conduct her or his BODYLOGIC business in a manner that reflects favorably at all times on the BODYLOGIC Products and the name, goodwill, and reputation of BODYLOGIC. Distributor shall not engage in deceptive, misleading, or unethical conduct or practices that are or might be detrimental to BODYLOGIC, the Products, other Distributors, or the public. Distributor shall comply with all laws, rules, regulations, and governmental requirements applicable to the operation of their independent BODYLOGIC business and performance of their obligations under this Agreement, including the marketing, promotion, and sale of the BODYLOGIC Products. In addition, Distributor shall: (i) not publish or use any misleading or deceptive advertising material regarding BODYLOGIC or its Products; (ii) honor the customer return/refund policy; (iii) not make any statements, representations, guarantees, or warranties regarding the BODYLOGIC Products that are inconsistent with those set forth in BODYLOGIC publications and marketing materials (whether with regard to prices, quality, performance, standards, grades, contents, style or model, place of origin, availability, or otherwise); (iv) distribute the BODYLOGIC Products as shipped by BODYLOGIC, unopened and with all documentation, packaging, and other supplemental materials intact; (v) not alter or modify any BODYLOGIC Product or packaging, or take any action that affects or could affect the appearance, quality, content, or performance of any BODYLOGIC Product; (vi) not place orders for the sole purpose of achieving a title, rank, incentive, award, or bonus; (vii) not make any online postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the BODYLOGIC or any third party.

15. Sales Tools. BODYLOGIC may create sales tools and marketing materials that are available for purchase by Distributors. In addition, Distributor may create her or his own sales aids, presentations, advertising and promotional materials ("Sales Tools"). To ensure that Sales Tools are not deceptive and contain only substantiated claims, all Sales Tools must contain only those product claims and earnings information published by BODYLOGIC and must be approved in writing by BODYLOGIC before use. Sales Tools must clearly indicate that they were created by a BODYLOGIC Independent Distributor and identify the Distributor. Business cards used by Distributor must clearly identify Distributor as a "BODYLOGIC INDEPENDENT DISTRIBUTOR." Use of unapproved Sales Tools may result in sanctions against the Distributor, including but not limited to termination of the Agreement.

16. Use of Company Trademarks. The name "BODYLOGIC" and other names and logos used by BODYLOGIC are proprietary trade names, trademarks and service marks solely and exclusively owned by BODYLOGIC or an affiliated entity (the "Company Marks"). BODYLOGIC grants to Distributor a limited, nonexclusive, non-transferable license to use the Company Marks during the term of this Agreement provided that such use complies with the provisions of this Agreement. Distributor shall not use anything confusingly similar to the Company Marks in any email address, website, domain name, or social media name or address. Distributor shall also not use any Company Marks or any derivatives or variations of such marks or anything confusingly similar with any pay-per-click or other search engine optimization strategy.

17. Distributor Web Sites. BODYLOGIC will provide Distributor with a virtual back office website accessible by login on BODYLOGIC's website through which Distributor can facilitate Product orders and sales. Distributor is free to create her or his own website to promote their BODYLOGIC business provided that the website complies with the terms of this Agreement and guidelines published by BODYLOGIC. Personal websites must link to the BODYLOGIC corporate website. If Distributor provides any sales tools or training on his or her site for other Distributors, Distributor shall password protect such content and shall make such password available to BODYLOGIC upon request. All Product orders placed through a personal website must be processed through the BODYLOGIC corporate website. Distributors are not permitted to enroll other Distributors on any website or platform other than the BODYLOGIC corporate website.

18. Confidential Information. Distributor acknowledges that BODYLOGIC may provide or make available to Distributor proprietary or non-public information and reports relating to Distributor's sales volume and performance, sales volume and performance of other Distributors, customer information, and information about new or prospective Products ("Confidential Information"). Distributor acknowledges that BODYLOGIC is the sole owner of any and all Confidential Information provided or made available to Distributor pursuant to this Agreement. In this regard, Distributor shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute, license, sell, use or otherwise make known any Confidential Information to any third party or person or entity not expressly authorized or permitted by BODYLOGIC to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; and (iii) not directly or indirectly make any use whatsoever of the Confidential Information, except for purposes of performing services under this Agreement. The parties each acknowledge that the restrictions in this paragraph are reasonable efforts of BODYLOGIC to protect and maintain the Confidential Information. Distributor further agrees that he or she shall not directly or indirectly utilize Confidential Information in connection with any other business or commercial venture or the marketing or promotion of another company's products or services. Similarly, Distributor shall not directly or indirectly utilize Confidential Information to solicit other Distributors or customers to join another direct sales company or purchase products or services from another company. The obligations of Distributor regarding confidentiality shall survive for so long as BODYLOGIC may, in its sole discretion, consider the Confidential Information to be confidential. If any provision of this Agreement shall, for any reason, be held unenforceable, such provision shall be severed from this Agreement, and such severed provision shall be reformed only to the extent necessary to make it enforceable. The invalidity of such severed provision, however, shall not affect the enforceability of any other provision of this Agreement and the remaining provisions shall remain in full force and effect.

19. Security of Customer Data and Confidential Information. Distributor must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of Confidential Information and customer data. Appropriate safeguards for electronic and paper records may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files or locking up physical files containing Confidential Information and (iv) shredding or irretrievably deleting Confidential Information and customer data. Distributor must comply with all applicable privacy and data security laws, including security breach notification laws. In the event of an actual or suspected security breach affecting Confidential Information or customer data, the Partner shall promptly notify the affected customers and BODYLOGIC in writing after becoming aware of such security breach and specify the extent to which Confidential Information or customer data was disclosed or compromised and shall promptly comply with all applicable security breach disclosure laws. Distributor, at her or his expense, shall cooperate with BODYLOGIC and affected customers and use their best efforts to mitigate any potential damage caused by a security breach, including by sending notice to the affected individuals, state agencies, and consumer reporting agencies, if such notification is required by law.

20. Non-Disparagement. During the term of this Agreement, Distributor agrees to refrain from making negative, disparaging, untrue or misleading statements, or comments about BODYLOGIC, its Products, the Compensation Plan, or BODYLOGIC's officers, employees, or other Distributors.

21. Non-Solicitation. During the term of this Agreement and one (1) year following the termination of this Agreement, Distributor agrees to not directly or indirectly (i) solicit any BODYLOGIC Distributor to join, enroll or affiliate with another direct sales company; or (ii) cause or induce a Distributor to terminate or alter the Distributor's business relationship with BODYLOGIC. In this paragraph, "solicit" is defined to include recruiting or sharing information about another direct sales business opportunity or other career. In this paragraph "direct sales company" is defined to include a network marketing, multilevel marketing, social selling or party plan company that sells products or services through independent sales representatives. In addition, Distributor is prohibited from encouraging, pressuring or inducing another Distributor to terminate their Distributor Agreement for the purpose of re-enrolling as a Distributor under a different Enroller.

22. Right of Publicity. Distributor grants to BODYLOGIC a revocable license to use the Distributor's name, photograph, likeness, personal story, testimonial, and/or BODYLOGIC business history, or information in advertising and promotional materials, and waives all claims for remuneration for such use. Distributor waives any right to inspect or approve the same prior to publication by BODYLOGIC. Distributor may cancel this authorization by delivering written notice of revocation to BODYLOGIC.

23. Social Media & Digital Marketing. Should Distributor utilize social media and digital marketing in promoting her or his BODYLOGIC business, including but not limited to blogs/individual websites, web forums, Facebook, Instagram, Twitter, LinkedIn, YouTube, Pinterest, or other online platforms, Distributor agrees to each of the following:

a. Distributor must conspicuously identify themselves as an independent Distributor in all advertising, directory listings, promotional material, social media postings, and other forums in which they promote BODYLOGIC's products, services and/or business.

b. No product sales or enrollments may occur on any social media site. Distributor must complete all sales and enrollments in his or her virtual back office or on BODYLOGIC's corporate website.

c. It is Distributor's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, Distributor must abide by the site's terms of use, and all other rules of the site.

d. A Distributor may not use any social media site or other web presence on which they discuss or promote BODYLOGIC or the Products to solicit BODYLOGIC Distributors for another direct selling or network marketing program or that may be reasonably viewed as inviting an inquiry from other BODYLOGIC Distributors regarding another direct selling company or business opportunity.

e. Distributor may utilize assets provided by BODYLOGIC in social media posts and as background images, but the avatar or main image may not be a BODYLOGIC logo or image utilized by BODYLOGIC. Distributor may use the BODYLOGIC Distributor logo for such purposes.

f. Distributor may not imply exclusivity or ownership of a specific geographical area in a social media profile, post or website.

g. Distributors may promote prices, special, promotions or programs offered by BODYLOGIC. Distributor may only advertise personal specials, prices or promotions through direct one-to-one communications in person, email, direct or private message, telephone, text or direct mail.

TERM AND TERMINATION

24. Term and Renewal. Unless terminated earlier pursuant to Paragraphs 25 and 26 below, the term of this Agreement is one year from the date of its acceptance by BODYLOGIC. This Agreement shall automatically renew for successive one-year terms unless either party notifies the other that it does not wish to renew the Agreement. If BODYLOGIC elects not to renew the Agreement, it shall provide Distributor with written notification of such election at least thirty (30) calendar days prior to the renewal date.

25. Termination by BODYLOGIC. Notwithstanding anything in this Agreement, upon any breach by the Distributor of this Agreement, BODYLOGIC reserves the right, in addition to any right, remedy or action set forth in the Policies and Procedures, to terminate this Agreement upon written notice to the Distributor. In addition, BODYLOGIC reserves the right to terminate this Agreement upon thirty (30) days' notice to the Distributor in the event that BODYLOGIC elects to: (a) cease business operations; (b) dissolve as a business entity; or (c) terminate the distribution of its Products via direct selling channels. BODYLOGIC also reserves the right to terminate this Agreement if Distributor fails to meet minimum activity requirements set forth in the Manual or Compensation Plan.

26. Termination by Distributor. Distributor has the right to terminate this Agreement at any time for any reason. Notice of termination shall be submitted electronically or in writing to BODYLOGIC's corporate office.

27. Effect of Termination. If this Agreement is terminated for any reason, Distributor shall not be eligible to purchase Products from BODYLOGIC at wholesale prices or make sales on behalf of BODYLOGIC, hold herself or himself out to the public as a BODYLOGIC Distributor, utilize any Confidential Information, or otherwise use any of the Company Marks. In the event of termination or non-renewal of this Agreement, all rights of the Distributor, if any, to any bonuses, commissions, or other compensation, whether or not related to the productivity or sales activities of any other Distributor, or otherwise, shall terminate. Distributor shall have no rights to his or her downline organization, which shall compress up to the next active Distributor.

MISCELLANEOUS

28. Entire Agreement. The Agreement, including the Manual and Compensation Plan, constitutes the entire agreement between BODYLOGIC and Distributor and supersedes all prior and contemporaneous agreements, representations and understandings between the parties. To the extent that the terms or conditions of any of the documents incorporated by reference into this Agreement conflict with the terms or conditions of this Agreement, the terms and conditions of this Agreement shall control. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute a waiver of any other provision.

29. Amendments. BODYLOGIC may, in its sole discretion, amend this Agreement, or discontinue certain compensation, bonus commissions or Products. The Distributor shall have no vested interest in any such plan or program. The Agreement, including the Policies and Procedures, Compensation Plan, and BODYLOGIC Product pricing structure may be amended at the sole discretion of BODYLOGIC. Notification of amendments shall be sent to the Distributor by email, posted on BODYLOGIC's website, or posted in the Distributor's back office. Amendments shall become effective thirty (30) days after notification to the Distributor, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of a Distributor's BODYLOGIC business or the Distributor's acceptance of bonuses or commissions after the effective date of any amendment shall constitute the Distributor's acceptance of such amendment. BODYLOGIC may also require Distributor to agree to be bound by any amendments by electronic or written signature.

30. Severability. If any provision of this Agreement shall, for any reason, be held unenforceable, such provision shall be severed from this Agreement, and such severed provision shall be reformed only to the extent necessary to make it enforceable. The Invalidity of such severed provision, however, shall not affect the enforceability of any other provision of this Agreement and the remaining provisions shall remain in full force and effect.

31. No Assignment. Distributor may not assign this Agreement or any rights arising from this Agreement without the prior written consent of BODYLOGIC. Any attempt to transfer or assign the Agreement or any rights under the Agreement without the express written consent of BODYLOGIC shall render the Agreement void.

32. Offsets and Deductions. Distributor agrees that BODYLOGIC may deduct, withhold, set-off, or charge to any form of payment the Distributor has previously authorized, any amounts that the Distributor owes or is indebted to BODYLOGIC.

33. Limitation of Liability. Neither BODYLOGIC nor Distributor shall be liable to the other for any special, indirect, incidental, punitive, consequential, or exemplary damages of any kind or nature for any claim or cause of action relating to or arising from the Agreement.

34. Indemnity. Distributor agrees to indemnify and hold BODYLOGIC, its directors, officers, managers, and employees harmless from and against all claims, damages or liabilities (including attorney's fees) arising from or relating to (a) Distributor's promotion or operation of their BODYLOGIC business; (b) any negligent, reckless, or intentionally wrongful act of Distributor or any person acting on Distributor's behalf; (c) any breach by Distributor of any term of this Agreement; and (d) any claim alleging that Distributor has violated or infringed upon any rights of third-parties, including but not limited to privacy rights or intellectual property rights.

Governing Law and Dispute Resolution

35. Governing Law. This Agreement, including any procedural or substantive rights in any arbitration, shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to principles of conflicts of laws. The Federal Arbitration Act shall otherwise govern all matters relating to arbitration.

36. Negotiation and Mediation. In the event of a dispute, claim or controversy arising from or relating to this Agreement, the Parties agree to try to resolve such dispute informally. In this regard, the aggrieved Party shall send a "Notice of Dispute" to the other Party which contains a brief statement setting forth the facts giving rise to the disputed matter and the relief requested by the aggrieved Party. The Parties agree to use reasonable, good faith efforts to settle any dispute through consultation and good faith negotiations within thirty (30) days following delivery of the Notice of Dispute. If the dispute cannot be resolved through negotiation, the Parties agree to submit the dispute to non-binding mediation with a mediator mutually agreeable to the Parties. If the Parties are unable to agree on a mediator, the Parties agree that the American Arbitration Association shall designate a mediator. Unless the Parties agree otherwise, including to conduct the mediation telephonically, the mediation shall take place in Dallas, Texas within six (6) months following delivery of the Notice of Dispute. Distributor and BODYLOGIC agree that the dispute resolution procedure set forth in this paragraph is a condition precedent which must be satisfied before initiating any arbitration against the other Party.

37. ARBITRATION. IF THE PARTIES ARE UNSUCCESSFUL IN RESOLVING THEIR DISPUTE THROUGH MEDIATION, THE PARTIES MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THIS AGREEMENT, THE POLICIES & PROCEDURES MANUAL, THE COMPENSATION PLAN OR THE RIGHTS OF THE PARTIES UNDER THE AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR IN DALLAS COUNTY, TEXAS PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, WITH EACH PARTY BEARING ITS OR HER OR HIS OWN COSTS, EXPENSES, ARBITRATION FEES AND ATTORNEY'S FEES. The Commercial Rules of the AAA are available at www.adr.org. Although this agreement is made and entered into between BODYLOGIC and Distributor, BODYLOGIC's affiliates, owners, members, managers, and employees ("Related Parties") are intended third party beneficiaries of the Agreement, including this agreement to arbitrate. This arbitration agreement is governed by the Federal Arbitration Act and shall survive the termination of this Agreement. If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery via courier. The demand for arbitration must include a statement of the legal and factual basis of the claim(s) to be arbitrated. Any issues related to the arbitrability of any claim, or the scope, validity or enforceability of this agreement to arbitrate shall be determined by the arbitrator. The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure and the parties shall be permitted to bring motions under FRCP Rules 12 and 56. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a final judgment in a court of competent jurisdiction. The parties and arbitrator shall maintain the confidentiality of the arbitration process and matters disclosed during the arbitration.

38. CLASS ACTION WAIVER. Distributor agrees that by entering into the above agreement to arbitrate Distributor is waiving Distributor's right to have any dispute or claim brought, heard or arbitrated as a class or collective action, and an arbitrator shall not have any authority to hear or arbitrate any class or collective action. The Parties agree that any claim that all or part of this class action waiver is unenforceable shall be determined by a state or federal court located in Dallas County, Texas and not by an arbitrator.

39. Injunctive Relief. Notwithstanding the parties' agreement to arbitrate, either Distributor or BODYLOGIC may bring an action in a state or federal court located in Dallas County, Texas to obtain a restraining order, temporary or permanent injunction, or other equitable relief that may not otherwise be available to either party in arbitration. The parties may also seek judicial enforcement of an arbitration award in any court of competent jurisdiction.

40. Venue. The parties agree that the state and federal courts of Dallas County, Texas shall be the sole and exclusive venue and forum for any lawsuit or court proceeding between the parties and each party consents to personal jurisdiction in such courts and waive any and all objections to venue, jurisdiction, or forum that might otherwise be available to either party.

41. Louisiana Residents: Notwithstanding the foregoing, if the Distributor is a resident of Louisiana, the applicable law, jurisdiction, and venue of any dispute between the parties arising from this Agreement shall be pursuant to Louisiana law.

42. Limitation of Actions. If Distributor or BODYLOGIC wish to bring an action against the other for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against BODYLOGIC for such act or omission. The Distributor waives all claims that any statute of limitations applies.

43. NOTICES. Unless otherwise provided in this Agreement, any notice or other communication required to be given under this Agreement shall be in writing and shall be deemed delivered to the other party (i) upon personal delivery or delivery by professional courier; (ii) when sent by confirmed facsimile or electronic mail; or (iii) if mailed by registered, certified, or express mail. If by mail, delivery shall be deemed effective by the date shown on the return receipt or if there is no receipt three (3) days after the date of mailing.

Notices to BODYLOGIC shall be sent to:
 BODYLOGIC INTERNATIONAL USA, LLC

Attn: _____

Notices to Distributor shall be sent to the address on file provided by Distributor to BODYLOGIC.

Distributor acknowledges that she or he has read, understands, and agrees to the terms set forth in this Independent Distributor Agreement and certifies that all information provided by Distributor in connection with Distributor's application to become a BODYLOGIC Independent Distributor is true and correct.