

Club Sea Breeze, LLC
Terms & Conditions

I understand that this application will be processed online and upon CSB's acceptance and approval of this application, I will have the following rights as a CSB Associate:

I have the right to offer for sale CSB Memberships and CSB Money Manager in accordance with these Terms and Conditions.

I have the right to enroll persons or business entities as CSB Independent Associates.

If qualified, I have the right to earn commissions pursuant to the CSB Compensation Plan.

I agree to promote the CSB Compensation Plan and CSB Products as set forth in official CSB literature and website.

I agree that as a CSB Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of CSB. 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 CSB FOR FEDERAL OR STATE TAX PURPOSES.** CSB is not responsible for withholding, and shall not withhold from my commissions any taxes of any kind.

I have carefully read and agree to comply with the CSB Policies and Procedures, the Code of Ethics and the CSB Compensation Plan, all 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 commissions, overrides or bonuses from CSB. I understand that these Terms and Conditions, the CSB Policies and Procedures, the CSB Code of Ethics, or the CSB Compensation Plan may be amended at the sole discretion of CSB, and I agree to abide by all such amendments. Notification of amendments shall be posted on CSB's website. Amendments shall become effective 30 days after publication. The continuation of my CSB business or my acceptance of commissions, overrides or bonuses shall constitute my acceptance of any and all amendments.

The term of this agreement is one year and will automatically renew on the anniversary date of your enrollment and the \$29.95 (annual) fee to cover my back office business tracking system and replicated website has been received. A notice will be sent of this renewal one month prior to your enrollment anniversary date.

If I fail to annually renew my CSB business, 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 CSB memberships or CSB Money Manager nor shall I be eligible to receive commissions,

Club Sea Breeze, LLC
Terms and Conditions cont'

overrides or bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation or termination, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any commissions, overrides, bonuses or other remuneration derived through the sales and other activities of my former downline organization. CSB 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.**

I may not assign any rights or delegate my duties under the Agreement without the prior written consent of CSB. Any attempt to transfer or assign the Agreement without the express written consent of CSB renders the Agreement voidable at the option of CSB and may result in termination of my business.

I understand that if I fail to comply with the terms of the Agreement, CSB 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 commissions, overrides or bonuses whether or not the sales for such commissions, overrides or bonuses have been completed.

CSB, its parent or Associated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Associates"), shall not be liable for, and I release CSB and its Associates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement.

I further agree to release CSB and its Associates from all liability arising from or relating to the promotion or operation of my CSB business and any activities related to it (e.g., the presentation of CSB products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify CSB for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

The Agreement, in its current form and as amended by CSB at its discretion, constitutes the entire contract between CSB and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

Any waiver by CSB of any breach of the Agreement must be in writing signed by an authorized officer of CSB. Waiver by CSB of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

Club Sea Breeze, LLC
Terms and Conditions cont'

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.

This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. disputes and claims relating to CSB, the Associate Agreement, the CSB Compensation Plan or its memberships, the rights and obligations of an independent Associate and CSB, or any other claims or causes of action relating to the performance of either an independent Associate or CSB under the Agreement or the CSB Policies and Procedures shall be settled totally and finally by arbitration in Davis County, State of Utah, or such other location as CSB 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 and the Federal Rules of Evidence shall apply. 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. 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 CSB 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 CSB's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or any arbitration or other proceeding.

The parties consent to jurisdiction and venue before any federal or state court in Davis County, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

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 annual fee, if any, for a full refund within such time period.**

If an Associate wishes to bring an action against CSB 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 CSB for such act or omission. **Associate waives all claims that any other statutes of limitations applies.**

Club Sea Breeze, LLC
Terms and Conditions cont'

I authorize CSB to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

A faxed copy or electronically submitted copy of the Agreement shall be treated as an original in all respects.