

Polaris Global Distributor Application

United States

Compliance Department

In accordance with the terms and conditions herein, I, _____ (print name), as of today, _____ (print date), hereby submit my Independent Distributor Application and Agreement to become and Independent Distributor, (hereinafter referred to as “Distributor” with Polaris Global Marketing, (hereinafter referred to as “Polaris” or “Company”); this agreement may be canceled without penalty within 10 days of the date of electronic signature; submission. Additionally, applicants who reside in Montana, who cancel within 15 days, will receive a refund of all consideration given to participate.

PART I. INDEPENDENT DISTRIBUTOR AGREEMENT

SECTION 1 Definitions:

- 1.1 The Distributor Agreement (“Agreement”) consists of (1) the Independent Distributor Application, including its Terms and Conditions (“Distributor Application”); (2) the Polaris Compliance Guide, A Statement of Policies and Procedures (“Compliance Guide”); (3) the Polaris Advantage Leading Edge Compensation (“Comp Plan”); and (4) subsequent amendments to any of the preceding documents.
- 1.2 Associate, Independent Distributor, and Distributor are terms used throughout the Agreement; all are used interchangeably to identify an authorized reseller of Polaris products and services; a person bound by this Agreement.
- 1.3 “Acceptance” shall be deemed to occur when Polaris first receives an application from a person who has decided to become an Associate.
- 1.4 “Breach”, “Default” and “Violation” mean an actual or alleged transgression or violation of any part of this Agreement.
- 1.5 “Cancel” or “Cancellation” means the expiration or termination of the Distribution Agreement between the Associate and Polaris; loss of the Associates business. Cancellation may be either voluntary or involuntary by either Polaris or an Associate, through non-renewal, inactivity or breach of this Agreement.
- 1.6 The “Definitions” section of Polaris’ Compliance Guide is incorporated as a part of these Terms and Conditions.
- 1.7 “Downline” or “sales organization” means the network of Independent Distributors who exist under another Distributor pursuant to the Agreement.
 - 1.7.1 “Downline” or any similar reference is only used for simplicity purposes. Associate understands that (a) Distributor does not have any owner-ship or possessory right, title or interest in any downline individual, entity, organization or in any materials generated by Polaris or created

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by Distributor or any other individual or entity to the extent that it consists, in whole or in part, of any information about Polaris downlines or any part of the Agreement (b) the sole property interest of an Associate with respect to downlines is the contractual right to receive compensations as set forth in the Agreement; and (c) that Polaris is the sole owner of any and all downline rights, titles, interests and materials.

1.8. "Eligibility": Distributors must be of legal age to enter into this agreement in the state or territory in which they reside; no one under 18 years of age may participate/enroll/apply. A person may only have interest in only one distributorship with the Company.

1.9. "Materials", "Promotional Materials" or "a Publication" means any publication created or adopted by Polaris that is made available to Distributors.

2.0. "Start-up Kit" includes a one month subscription to the online business manager service which includes access to the Polaris business manager system itself and also provides a replicated company website; purchase of this kit also includes an automatic recurring subscription to the online business manager subscription in the amount of 39.95USD per month.

SECTION 2. ELIGIBILITY. By submitting your Distributor Application, you warrant that you meet all of the eligibility requirements as described in section 1, 1.8..

SECTION 3. Term. The term of this Agreement is from the date of Polaris' reception of this Application until January 31st of the subsequent calendar year. This agreement is renewable annually in accordance with the Compliance Guide; if Distributor fails to renew its business pursuant to the Compliance Guide, or if this Agreement is canceled for any reason, Distributor will lose Distributor's rights as an Independent Distributor of Polaris. Polaris reserves the right to terminate all Independent Distribution Agreements upon a 30 day notice if the Company ceases business operations or if the Polaris assets are sold or transferred.

SECTION 4. Independent Contractor Status. Independent Distributor shall be an independent contractor and not an employee, agent, partner, or franchisee of Polaris. Polaris is not responsible for withholding, and will not withhold or deduct from Independent Distributor's bonuses and commissions, if any, FICA, or taxes of any kind. A form W-9 is required from all Independent Distributors entitled to any compensation from Polaris.

SECTION 5. Start-up Kit. No person is required to purchase Polaris products or services to become a distributor. However, to familiarize new distributors with Polaris products, services, sales techniques, sales aids, the purchase of a distributor Start-up Kit is required, where permitted by law; this kit is offered 'at cost' to the distributor. This kit includes a one month subscription to the online business manager service which includes access to the Polaris business manager system itself and also provides a replicated company website. By purchasing the start-up kit, you are subscribing to the automatic monthly recurring online business manager subscription which will be billed to the credit card on file; you authorize Polaris Global to debit the c.c. on file each month in the amount of 39.95 USD until canceled. You may cancel this subscription at any time; continued

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subscription of the online business manager is not a mandatory condition of this Agreement. Requests to cancel must be received by the Company in writing; subscriptions@myppgmail.com.

SECTION 6. Legal Provisions Relative to the Agreement.

6.1 Any promises, representations, offers, or other communications of anyone that precede the effective date of this Agreement and that are not contained in this Agreement are of no legal force and effect as to this Agreement.

6.2 The Agreement may be amended from time-to-time at the sole discretion of Polaris. Notification of each amendment shall be effective upon publication of that amendment in a Polaris publication.

SECTION 7. No Rights to Transfer or Delegate. Distributor does not have any right to transfer or assign any rights or delegate any duties under the Agreement without the prior written consent of Polaris. Any attempt to transfer or assign the Agreement without the express written consent of Polaris is totally ineffective and void.

SECTION 8. Publicity Rights. Polaris is authorized to use Associates name, photograph, personal story and/or likeness in advertising/promotional materials while this Agreement is in effect and for the six consecutive months immediately after its cancellation. Independent Distributor authorizes and agrees to these Publicity Rights as described herein and waives all claims for remuneration for such use.

SECTION 9. I understand that as a Polaris Independent Distributor:

9.1 I have the right, but am under no obligation, to purchase and resell Polaris products and services in accordance with the Agreement.

9.2 I have the right to enroll persons as Independent Distributors of Polaris products in accordance with the agreement.

9.3 I have an obligation to train and motivate the Independent Distributors in my downline marketing organization.

9.4 I have an obligation to comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.

9.5 I have an obligation to perform my obligations as an Independent Distributor with honesty and integrity in accordance with the Compliance Guide.

SECTION 10. GOVERNING LAW; RESOLUTION OF DISPUTES:

10.1 The interpretation and enforcement of this agreement is governed by and shall be construed and interpreted in accordance with the laws of Arizona, without giving effect to conflicts of law principles.

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10.2 Except as provided for in 8, 8.3 of the Compliance Guide, all disputes between the parties that in any way are connected to or that arise out of this Agreement, shall be resolved by arbitration only as is more fully set out in the Policies and Procedures. Unless both parties agree otherwise, arbitration shall be conducted only by and before the American Arbitration Association (the 'AAA'), and only in Phoenix, Arizona, pursuant to its Commercial Arbitration Rules.

10.3 If either party to this Agreement believes that it will suffer irreparable damage as a result of the actions of the other party, it may seek injunctive relief, but only injunctive relief in any state or federal court by complying with the injunctive proceeding provisions in the Compliance Guide:

10.4 In the event that a dispute arises between the parties relating to either the terms of this agreement or the parties' relationship in general, either party may serve notice that it desires to have the dispute mediated by a mediator selected in accordance with the procedures of the American Arbitration Association, or as agreed by the Parties to the dispute. Once elected, the parties must allow a minimum of sixty (60) days to resolve the dispute through mediation. If the dispute is not resolved through mediation, then it shall be submitted to final and binding arbitration by a committee of arbitrators (one appointed by Company, one appointed by distributor and one appointed by two so appointed). The arbitrators will abide by the rules of the American Arbitration Association and judgment may be obtained on the award in any court of competent jurisdiction. Any mediation and arbitration will be conducted in Phoenix, Arizona. The parties hereby knowingly, voluntarily and irrevocably waive their right to trial by jury and agreed that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge, without the use of a jury, sitting in a court of competent jurisdiction in Phoenix, Arizona.

SECTION 11. Miscellaneous.

11.1 A faxed or scanned e-mail copy of this Agreement shall be treated as an original in all respects.

11.2 I specifically authorize Polaris to communicate with me by electronic mail (e-mail) for any business related purpose, including formal notices pursuant to the Agreement, at the email address I have entered on my online enrollment application.

By signing this Application, I agree to the Terms and Conditions and the Policies and Procedures as set forth herein. I represent that I have had full opportunity (a) to read the Independent Distribution Agreement, inclusive of the Distributor Application, Polaris Advantage Leading Edge Compensation Plan and Polaris Global Compliance Guide, a statement of Policies and Procedures,

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and agree to all Terms and Conditions of these documents set forth as the Distributor Agreement, (b) to obtain guidance or advice of my own legal counsel, and (c) to communicate with Polaris Global Corporate, directly, concerning any comments or questions about my understanding of this Agreement.

Applicant Name: _____

Applicant Signature: _____

Date: _____

Co-Applicant Name: _____

Co-Applicant Signature: _____

Date: _____

Polaris Global Marketing, LLC

Shane Krider, President, Polaris Global LLC (No Signature Needed)