



Independent Associate Member (USA) Application & Agreement

All information must be completed – please print legibly or this form cannot be processed.

Send completed forms by: Fax to: 619-374-2137

Regular or Express Mail: Juvio Corporation, 8910 University Center Lane, Suite 100, La Jolla, CA 92122

Contact: Telephone 858-452-7959 • website www.juvio.com

1 Personal Information

SSN or FEIN

Last Name

First Name

MI

Business name/DBA

Mailing Information

Address

Address (continued)

City

State

County

ZIP

Day Telephone

Evening Telephone

FAX

Email address

Shipping Information (if different from mailing)

Address

Address (continued)

City

State

County

ZIP

2 Username Selection

(4-20 characters – alpha and numeric only)

Preferred Username

Preferred Password

3 Sponsor Information

JUVIO username or ID #

Check one (optional)

Deep Wide

Last Name

First Name

MI

Primary Contact Telephone

4 Placement Information

JUVIO username or ID #

5 Acceptance of Terms

I certify that I am of legal age for the state in which I reside. I have carefully read all the terms and conditions of the front and back of this Independent Associate Member (USA) Application & Agreement, JUVIO's governing terms and policies, and the Global Share™ overview and agree to comply with all terms set forth herein. I understand that the purchase of product, services, or sales aid material is strictly voluntary. I understand that

A PARTICIPANT IN THIS MARKETING PLAN HAS THE RIGHT TO CANCEL AT ANY TIME, REGARDLESS OF REASON and that I, THE BUYER AND APPLICANT, MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

Initials _____

6 Quik-Start Order

Basic Business Support

<input type="checkbox"/> Info Pak (FREE! if registration is completed online)	\$10.00	A
<input type="checkbox"/> Monthly Administration Fee ¹	\$7.00	B
<input type="checkbox"/> Associate Member Business Kit	\$45.00	C

Technical Support for your computer

<input type="checkbox"/> Consumer Tech Support subscription (monthly)	\$34.95 35 CV	E
<input type="checkbox"/> Family Plan Tech Support subscription (monthly)	\$99.95 70 CV	F

ETS™ Computer Training CD Special Packs

Single ETS™ CD orders must be completed on the full version Product Order form

<input type="checkbox"/> ETS™ 5-pack #1 • ETS™ CD's 1-5	\$139.95 99 CV	G
<input type="checkbox"/> ETS™ 5-pack #2 • ETS™ CD's 6-10	\$139.95 99 CV	H
<input type="checkbox"/> ETS™ 5-pack #3 • ETS™ CD's 11-15	\$139.95 99 CV	I
<input type="checkbox"/> ETS™ 5-pack #4 • ETS™ CD's 16-20	\$139.95 99 CV	J
<input type="checkbox"/> ETS™ 5-pack #5 • ETS™ CD's 21-25	\$139.95 99 CV	K
<input type="checkbox"/> ETS™ 10-pack (select two) ____ ETS™ CD's 1-5 ____ ETS™ CD's 6-10 ____ ETS™ CD's 11-15 ____ ETS™ CD's 16-20 ____ ETS™ CD's 21-25	\$269.95 200 CV	L
<input type="checkbox"/> ETS™ 20-pack (select four) ____ ETS™ CD's 1-5 ____ ETS™ CD's 6-10 ____ ETS™ CD's 11-15 ____ ETS™ CD's 16-20 ____ ETS™ CD's 21-25	\$479.95 350 CV	M

7 Totals & Payment Information

Sub-total of A-C	\$	N
Sub-total of E-F	\$	O
Sub-total of G-M	\$	P
Sub-total of N-P	\$	Q
Shipping and Handling ¹ Continental USA (\$6.00 + 4% of *Q*) AK, HI, PR, VI, or GU (\$10.00 + 4% of *Q*)	\$	
Sales Tax 1**	\$	
GRAND TOTAL	\$	

¹No shipping & handling or sales tax is due for the monthly administration fee and/or Tech Support service subscriptions.

**SALES TAX INFORMATION – Applicable to ETS™ CD packs only

For shipment to the following states, please add sales tax at the appropriate rate (state and, if any, local and transit). Calculate tax on merchandise only unless your state is marked with an *. In those states, apply tax to merchandise and shipping/handling fees. AR, AZ, CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MN, MO, NC, NE, NJ, NV, NY, OH, OK, PA, RI, TN, TX, UT, VA, WA, WI. Multiply the sales tax percentage by the subtotal in column *Q* or *Q* plus Shipping/Handling, per your state requirement.

My method of payment for this order is as follows (check one):

VISA MasterCard Discover CC/MO Personal Check

Credit Card # _____ CVC # _____ Expiration Date _____

Name on card

Authorizing Signature

Authorized and signed by my hand this _____ day of _____, 200__

Applicant's signature

TERMS AND CONDITIONS

USA Applicant's Only

In accordance with the Terms and Conditions herein, I hereby submit my Application and Agreement to become an Independent Associate Member of JUVIO CORPORATION (hereinafter referred to as "Company") and I hereby state and agree:

1. I am of legal age, in the state in which I reside, to enter into this Agreement. This Application and Agreement becomes effective on the date received, signed by the Applicant, and accepted by the Company at its home office located at 8910 University Center Lane, Suite 100, La Jolla, CA 92122.

2. Upon approval and acceptance of my application, I understand I will become an Independent Associate Member of the Company and will be eligible to participate in the selling and distribution of the Company's goods and services and receive commissions in connection with such sales in accordance with the Company's Policies and Procedures and the Company's compensation plan.

3. I understand that as an Independent Associate Member I am an Independent contractor, not an agent, employee or franchisee of the Company. I further understand and agree that I will not be recognized as an employee with respect to such services, for federal or state tax purposes, nor will I be recognized as an employee for purposes of the Federal Unemployment Tax Act, Federal Insurance Contributions Act, the Social Security Act, State Unemployment Act or State Employment Security Act. I understand and agree that I will pay all applicable federal and state income taxes, self-employment taxes, sales taxes, local taxes and/or local license fees that may become due as a result of my activities under this Agreement.

4. I understand and agree that my remuneration will consist solely of commissions, overrides and/or bonuses relating to the sale or other production derived from personal sales, solicitations or orders from ultimate consumers, primarily in the home or otherwise, rather than in a permanent retail establishment.

5. I understand that I am not required to make any purchase in order to become an Independent Associate Member of JUVIO Corporation. I understand that the only mandatory expense is the purchase of an Information Pak ("Info Pak") for \$10.00 (free if registration is made online), which is sold at or near Company's cost, not for resale, and which contains disclosures and forms necessary to start my business and order services and/or products at Company established prices. Additionally, I acknowledge that I must submit a \$7.00 monthly administration fee for the purpose of creating and maintaining my Associate Membership account once I achieve the rank of Bronze or higher, or earlier if I so choose.

6. I hereby agree to represent the Company's marketing system fairly and completely, **emphasizing that retail sales are a requirement, that no purchase of commissionable goods and/or services is required at any level, that no recruitment fee can be derived from the mere act of sponsoring other Associate Members, and that no earnings are guaranteed from participation in the Company's compensation plan.** I agree that I will not make any representations about the actual, potential, or expected earnings of any Associate Member or the Company.

7. I understand that as an Independent Associate Member I am not guaranteed any income, nor am I assured any profit or success. I understand the Company's compensation system and that I can only make commissions upon the sale of the Company's goods and services per the Company's compensation structure. I further understand that I will be free to set my own hours and determine my own location from which to operate my business, within the guidelines and requirements of this Application and Agreement and the stated Policies and Procedures. I agree that I am responsible for my own business expenses in connection with my activities as an Independent Associate Member.

8. I further certify that neither the Company nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as an Independent Associate Member. I understand that my success as an Independent Associate Member comes from retail sales and may include the service and development of a personal marketing network. I understand and agree that I will make no statements, disclosures or representations in selling the Company's goods and service or in the sponsoring of other prospective Independent Associate Members, other than those contained in approved Company literature.

9. I hereby agree that I will not re-package or re-label the Company's goods or services; nor will I sell said goods or services under any other name or label. I further agree to refrain from producing, selling and/or using, for the purposes of advertising, promoting, and/or describing the Company's goods or services, the Company's compensation plan or other programs, any written, recorded or other materials which have not been approved or provided by the Company.

10. In the event I sponsor other Associate Members, I agree to perform a bonafide supervisory, distributive and selling function in connection with the sale of the Company's goods and services to the ultimate consumer. I also agree to train any Associate Members I may sponsor in the performance of these functions. I agree to have continuing communication and supervision with my sales organization.

11. I understand and agree that the Company, in order to maintain a viable marketing system, may make modifications in the Company literature, Policies and Procedures, compensation plan and service/product prices. I further agree to be bound by such changes upon notification through official Company literature or communications.

12. I understand that the acceptance of this Application and Agreement does not constitute the sale of a franchise or a "Club Membership", and that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.

13. I understand and agree that because of the personal nature of this Application and Agreement it may not be transferred or otherwise assigned without the prior written consent of the Company.

14. This Application and Agreement is governed by the laws of the State of California and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of San Diego County, California. This Application and Agreement shall be binding upon the successors and assigns of both parties. Louisiana residents may choose Louisiana law and jurisdiction in Louisiana.

15. In the event a dispute shall arise between the Company and Independent Associate Member as to their respective rights, duties and obligations under this Agreement, such disputes shall be exclusively resolved pursuant to binding arbitration under the Commercial Rules of the American Arbitration Association with arbitration location to be determined by Company. The arbitrator shall award, in addition to declaratory relief, injunctive relief and compensatory damages, reasonable attorney's fees and costs to the prevailing party. The decision of the arbitrator shall be final and shall not prohibit JUVIO Corporation from seeking injunctive relief in any court of competent jurisdiction. Louisiana residents may choose to arbitrate in New Orleans, LA.

16. I understand that federal or state agencies do not approve or endorse any business venture. Therefore, I agree that I will not represent that the Company, its products or program, have been approved or endorsed by any governmental agency.

17. It is intended that all provisions of this Agreement shall be binding and effective between the parties, but in the unlikely event that any particular provision or provisions or part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provisions shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

18. JUVIO Corporation and the applying Independent Associate Member understand and agree that the company may, from time to time in its sole option, modify the Company compensation structure, these Terms and Conditions and institute Associate Member Policies and Procedures which, upon their provision to Independent Associate Members via Company communication methods, shall become an integral part of this Agreement.

19. I understand and agree that this Application and Agreement, including the Company's Policies and Procedures and the Company's compensation plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have read this Application and Agreement, including the Policies and Procedures and Company's compensation overview, and I acknowledge receiving a copy of all documents referred to and agree to abide by and be bound by the terms contained therein.

20. I understand that breach of any of the terms, conditions or provisions listed above entitles the Company to terminate this Agreement, at Company's discretion.

21. I agree not to represent JUVIO Corporation, the Company's goods and/or services, the Company's compensation system, or any other programs in interviews with any public or private media person, and to direct all inquires and requests for such interviews directly to the Company's Corporate office in La Jolla, California, USA, to the attention of the Marketing department.

INITIALS INDICATING ACCEPTANCE OF THESE TERMS AND CONDITIONS _____