

NEXT LEVEL WISE TERMS & CONDITIONS

1. Authorization and Contract. By executing this Independent Business Member Application & Agreement (“Agreement”), you apply for legal authorization to become an independent distributor and enter into contract with NEXT LEVEL WISE LLC, hereinafter “The Company”. You acknowledge that prior to signing you have received, read and understood the Company Income Disclaimer, that you have read and understood the Company Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on www.nextlevelwise.com and that you have read and agree to all terms set forth in this Agreement. The company reserves the right to reject any application for any reason within thirty (30) days of receipt.

2. Expiration, Renewal, and Termination. The term of this Agreement is one year (subject to prior non-renewal, cancellation or disqualification as provided in the Policies and Procedures) and automatically renews thereafter. If your business is not renewed, cancelled or terminated for any reason, you understand that you will permanently lose all rights as an Independent Business Member. You shall not be eligible to sell The company products, nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commission earnings or other remuneration derived through the sales and other activities of your former downline organization. Company reserves the right to terminate all Independent Distributor Member Agreements upon thirty (30) days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. Independent Distributors Member may cancel this Agreement at any time, and for any reason, upon written notice to Company at its principal business address. Company may cancel this Agreement for any reason. Company may also take actions short of termination of the Agreement, if the Independent Business Member breaches any of its provisions.

3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of the Company or your Sponsoring Independent Business Member. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through the Company on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Presenting the Plan. You agree when presenting the Company Pay Plan to present it in its entirety as outlined in official Company materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or

specifically authorized in writing by the Company. You agree to instruct all prospective Independent Distributor Members to review the Company Income Disclaimer.

5. Selling the products. You agree to make no representations or claims about any products beyond those shown in official Company literature. You further agree to sell products available through the Company only in authorized territories.

6. Images / Recordings / Consents. You agree to permit the Company to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by the Company for any lawful purpose, and without compensation.

7. Modification of Terms. With the exception of the dispute resolution section in Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Rule 1 in the Policies and Procedures.

8. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with NEXT LEVEL WISE LLC as set forth in this Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Texas without regard to conflict of law provisions.

9. Dispute Resolution. All disputes and claims relating to NEXT LEVEL WISE LLC, its services, the rights and obligations of an Independent Distributor Member and the Company, or any other claims or causes of action relating to the performance of either an Independent Distributor Member or the Company under the Agreement or the Company Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Austin Tx, or such other location as Company prescribed, 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. Additionally, you agree not to initiate or participate in any class action proceeding against NEXT LEVEL WISE LLC, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Company 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 its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

10. Miscellaneous. 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 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Company and supersedes any prior agreements, understandings and obligations between you and Company concerning the subject matter of your contract with NEXT LEVEL WISE LLC.

11. Submission of Electronic W-9. Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2), I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Citizen or a legal Resident of the U.S.

12. Refund policy For Independent Distributors Purchases:

Next level Wise membership charges of \$50.00 can be refunded up to 7 days from the date of the charge if there were no product purchases with the membership. After refund sent to the membership will be immediately terminated.

Product purchased charges will be refunded 70% if requested within 7 days if never used, and 50% if requested within 30 days. After 30 days, no refund will be given.

13. Refund policy for Final Customer. The company offers a thirty-day satisfaction guarantee from the date of purchase on empty bottle. If you are not 100% satisfied with any of our products for any reason, simply send back the unused portion or empty bottle to:

Next Level Wise Returns
16800 Imperial Valley Dr
Suite #310
Houston TX 77060

Be sure to include your name that was on the order, or your order ID number.