



IndusViva Inc.

Suite No. 5210, Williams Tower, 2800 Post Oak Boulevard, Houston, Harris County, Texas-77056, USA

DATE

M	M	D	D	Y	Y	Y	Y
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DISTRIBUTOR ID NO.

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TITLE	FIRST NAME	LAST NAME
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Address*
(Correspondence)

State	City

Zip Code *

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 Phone No.

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 Mobile No.*

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e-mail

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 Gender *

Male	Female
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S.S. No.*

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 Date of Birth *

M	M	D	D	Y	Y	Y	Y
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Co-applicant's Name *

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 Name of Nominee

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Relationship *

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 Relationship with Applicant

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Date of Birth

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 ID No. of Sponsor*

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Co-Applicant's S.S. No.

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 Name of Sponsor

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NAME OF BANK *

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 BRANCH *

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A/C. NO. *

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 Routing No.*

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ACCEPTED BY			
_____ APPLICANT'S SIGNATURE	_____ CO-APPLICANT'S SIGNATURE	_____ SPONSOR'S SIGNATURE	_____ INDUSVIVA INC. WITH SIGN. & SEAL

NOTE: It is mandatory that all applications must have attached copies of Social Security (SS) card, Proof of address (Passport / Driving License / Telephone Bill) and Payment Details.

INDUSVIVA INC. AFFILIATE MEMBER APPLICATION & AGREEMENT

1. Authorization and Contract. By executing the IndusViva Inc. Affiliate Member Application & Agreement (“Agreement”), you apply for legal authorization to become an IndusViva business owner and enter into contract with IndusViva Inc. (“Company”). You acknowledge that prior to signing you have received, read and understood the IndusViva Income Disclaimer Statement, that you have read and understood the IndusViva Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, and that you have read and agree to all terms set forth in this Agreement. IndusViva 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 (1) year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). If your business is cancelled or terminated for any reason, you understand that you will permanently lose all rights as an Affiliate Member. You shall not be eligible to sell IndusViva products and services 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, commissions or other remuneration derived through the sales and other activities of your former downline organization. IndusViva reserves the right to terminate all Affiliate 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 products and/or services via direct selling channels. Affiliate Member may cancel this Agreement at any time, and for any reason, upon written notice to IndusViva at its principal business address. IndusViva may cancel this Agreement for any reason upon thirty (30) days advance written notice to Affiliate Member. IndusViva may also take actions short of termination of the Agreement, if the IndusViva Affiliate 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 IndusViva or your Sponsoring Affiliate Member. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through IndusViva 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. By agreeing to these terms, you agree to receive the 1099-MISC form via electronically. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Refunds and Product Returns. You agree that if you sell product directly to a retail customer (“Customer”), you will adhere to IndusViva’s 100% satisfaction guarantee policy and shall provide the customer a full refund of all monies paid if the customer returns the product to you within thirty (30) days of the sales transaction. If you are not 100% satisfied with our products, you may return the items for a refund if: (i) neither you nor we have terminated the Agreement; (ii) the products were purchased within twelve (12) months; and the products remain in resalable condition (as defined in the Policies and Procedures). The refund shall be 90% of the purchase price. Shipping and handling charges incurred will not be refunded.

5. Presenting the Plan. You agree when presenting the IndusViva Compensation Plan to present it in its entirety as outlined in official IndusViva 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 IndusViva. You agree to instruct all prospective Affiliate Members to review the IndusViva Income Disclaimer Statement.

6. Selling Product. You agree to make no representations or claims about any products beyond those shown on product labels and/or in official IndusViva literature. No Affiliate Member may make any claim that Company products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Company policies, but also may potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act. You further agree to sell products available through Company-authorized territories.

7. IndusViva’s Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in the Policies

and Procedures, information compiled by or maintained by IndusViva, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the IndusViva business including, without limitation, Affiliate Member lists, sponsorship trees, and all IndusViva Affiliate Member information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of IndusViva, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with IndusViva, the Company grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and Affiliate Member sales, earnings and other financial reports to facilitate your IndusViva business.

8. Non-Solicitation Agreement. In accordance with the Policies and Procedures, you agree that during the period while you are an Affiliate Member, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other IndusViva Affiliate Member to compete with the business of IndusViva.

9. Images / Recordings / Consents. You agree to permit IndusViva 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 IndusViva for any lawful purpose, and without compensation.

10. 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.

11. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with IndusViva as set forth in this Affiliate Member 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. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against IndusViva with jurisdiction and venue as provided by Louisiana law.

12. Dispute Resolution. All disputes and claims relating to IndusViva, its products and services, the rights and obligations of an Affiliate Member and IndusViva, or any other claims or causes of action relating to the performance of either an Affiliate Member or IndusViva under the Agreement or the IndusViva Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Houston, Texas, or such other location as IndusViva 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. Additionally, you agree not to initiate or participate in any class action proceeding against IndusViva Inc, 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 IndusViva 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.

13. Time Limitation. If an Affiliate Member wishes to bring an action against IndusViva 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. Affiliate Member waives all claims that any other statutes of limitations apply.

14. 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 IndusViva and supersedes any prior agreements, understandings and obligations between you and IndusViva concerning the subject matter of your contract with IndusViva.

15. 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 other U.S. person.

IMPORTANT NOTICE:

I state and agree that I have read and understood the contents of the above Agreement and IndusViva Inc. policy & procedure and I agree to be bound by each of them and will comply with the same. By signing or clicking below, I acknowledge the receipt of my responsibilities. If I found to be violating even one of the conditions and obligations set forth above, I shall be liable to bear penalties, termination of agreement and legal action by IndusViva Inc. . I acknowledge that I am satisfied with all the aspects of IndusViva Inc. and taking the distributorship on my own will and accord.

DISTRIBUTOR'S SIGNATURE	CO-APPLICANT'S SIGNATURE	SPONSOR'S SIGNATURE
Name :	Name :	Name :
ID No. :	Relationship :	ID No. :
Mob :	Mob :	Mob :

* For policies and procedures please refer compensation plan.



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