

USA: TERMS AND CONDITIONS

1. I am at least 18 years of age and reside in the United States or a U.S. territory. I am legally competent to enter into this distributor agreement (the "Distributor Agreement") in the jurisdiction I reside. I further understand that I am contracting with Tersano (International) SRL ("Tersano") for the promotion of certain sales as described below. Hereinafter, Tersano may be referred to as the "Company". Unless otherwise defined herein, all capitalized terms shall have the same meaning assigned as such terms in Tersano Rules and Regulations ("R&R"). The term "Contract" shall mean the Distributor Agreement, the Statement of Beneficial Interest, the Compensation Plan, the Rules and Regulations and any country or situation-specific addendum(s) thereto, and any other written agreement between the Distributor and Tersano. I hereby agree to be bound by the Contract which may be amended from time to time.

2. I will provide Tersano with a valid Social Security Number (SSN) or Individual Tax Payer Identification Number (ITIN) issued in my name. I will become a Distributor upon acceptance of this Distributor Agreement by the Company, and I will, at that time, have the right to purchase and sell Tersano products at trade prices and to earn bonuses. In addition, I may sponsor others and have sponsorship rights with respect to their downlines, as described in the R&R. I understand my name and contact information will be shared with Tersano Distributors and Business Leaders who are part of my direct sponsorship lineage and one whose paid-on recap I appear.

3. I understand that Tersano has previous relationships with various retail establishments and that Tersano entered into agreements allowing for the Products to be continued to be sold in this manner. Tersano is committed to the health and well-being of our Distributors, Tersano Distributors may not distribute Tersano products directly or indirectly to or from retail stores, commercial establishments or Internet auction sites. Nor may they distribute products to Distributors outside their Personal Group. Any exceptions must be authorized by Tersano.

4. Tersano Distributors may not make claims about Tersano products, or Tersano Compensation Plan, that are contrary to literature and labels published by Tersano. Tersano publishes an authorized R&R, which outlines the benefits and requirements of a Tersano business. I am entitled to receive Distributor benefits and opportunities offered to Distributors through the R&R, provided I maintain a Distributorship that operates in compliance with the Contract. I hereby acknowledge that I have access to all documents comprising the Contract, the contents of which are incorporated herein by reference. The R&R and its commissions, overrides and/or bonuses, relating to the sale or other output derived from personal sales, solicitations or orders from customers, are privileges of my status as an active Distributor in good standing. Information on how to build a Tersano business is available from my Sponsor and/or Business Leader.

5. As a Distributor, I am an independent contractor and not an employee, partner, agent, franchisee, or legal representative of the Company or any affiliate. I agree that I am solely responsible for my compliance with any laws or regulations related to my status in any jurisdiction exercising authority over me, including but not limited to, compliance with applicable regulations and the Contract. Distributors, therefore, are not treated as employees for purposes of income tax withholding, the Federal Insurance Contributions Act, or any other laws covering employees.

6. Although the Company may assist me in becoming aware of applicable laws, rules, and requirements, the sole responsibility to conduct my Distributorship lawfully in any jurisdiction rests with me. Therefore, I release the Company and its officers, directors, agents, advisors and employees from all liability for my conduct, actions, or omissions. I also waive any claims or causes of action which I (or others acting in my interest) may have occasion to assert respecting my status or conduct as a Distributor, arising out of any of my acts or omissions.

7. I understand that only Distributors who are in compliance with the Contract may act as sponsors. The Company, in its sole discretion, may reject this Distributor Agreement without disclosing any reason therefore. If this Distributor Agreement is not accepted or approved, I release the Company and any affiliated entity and their officers, directors, agents, advisors, and employees from any and all liability incurred by me or by any person. I waive any associated claim(s) that might be asserted in my interest.

8. All Tersano Distributors acknowledge that changes in the R&R may affect his/her percentage of compensation. The Distributor agrees that at such time such changes occur he/she may elect either to continue as a Distributor subject to the new changes or to terminate his/her Distributor position.

9. If I wish to terminate this Distributor Agreement, I will submit to the Company written notification of my intent to terminate. Such notice will also automatically terminate my Contract with any affiliate of the Company. My voluntary termination will be effective as

of the date such notice is accepted by the Company. A Distributor may terminate at any time for any reason. Tersano may terminate a Distributor without any notice when/if the Distributor does not at all times conduct himself in an ethical, legal, moral and financially competent manner or otherwise breaches terms of this agreement. Any violation of these rules constitutes a material breach of this agreement.

10. I understand that no purchase is necessary to become a Distributor other than the \$69USD distributor welcome kit fee. A \$25USD annual renewal and materials fee is required to maintain a Distributorship. While the Company may charge the available payment option (at the time of renewal), I am responsible for renewing my Distributorship each year. I expressly authorize Tersano to collect the annual renewal fee using any payment method on file for the purchase of Product. The \$69USD distributor kit fee to become a Distributor is non-refundable, except as otherwise provided in the Contract. Renewal and materials fees are also non-refundable.

11. Tersano allows for the return of any unused, currently marketable and commercially resalable products from canceling Distributors within sixty (60) days of purchase with proof of purchase direct from Tersano. Tersano will reimburse canceling Distributors the purchase price less 10% restocking fee, less any bonuses/commissions earned by the canceling Distributor on the repurchased products. All shipping costs shall be borne by the canceling Distributor. To make a Product return, I must contact Tersano's customer support. All returns require a return merchandise authorization (RMA) number prior to shipment. Product shipped without an RMA will be refused.

12. Any amounts owing by Tersano to a Distributor may be set-off against any amounts owing by such Distributor to Tersano. It is hereby expressly agreed and consented to by the Distributor that any such set-off is acceptable and such Distributor hereby waives any right to contest such power of set-off.

13. In order for a Distributor to build a successful retailing business, he/she should expect to spend personal time and effort and to incur additional expenses for such items as product samples, sales aid, business forms, shipping costs, travel and telephone expenses. A Direct Selling program, such as the Tersano Personal Marketing Program, is a highly competitive business subject to all risks associated with any business venture. Tersano makes no guarantees or assurances whatsoever regarding any sales success, income or loss which may result from activities as a Tersano Distributor. Tersano therefore cautions new participants to stay with their existing employment while pursuing an Tersano Distributor position part-time, until he/she has had several months experience as a Distributor and has established a reasonably reliable business.

14. Tersano will pay the Distributors in relation to all products sold, in accordance with the Tersano marketing plan, and will not pay any monies for the sponsoring of new Distributors.

15. Any purchase of product inventory, sales aids, literature, etc., is strictly voluntary. I also acknowledge that the information that appears on this application is correct. I agree to abide by the R&R for a Tersano Distributor as currently published and as amended and updated from time to time in official Tersano literature. I agree to indemnify and hold Tersano harmless against any claims, costs, damages, losses, liabilities or expenses (including lawyer fees) arising from or connected with, directly or indirectly, my breach of this Agreement or other conduct by me, my agent or employee. I acknowledge that if I breach this contract, Tersano shall have the right to terminate my position and shall be entitled to damages and injunctive relief prohibiting any further violation of this contract. By completing this form, I the applicant are consenting to the collection, use and disclosure of the personal information contained herein for the limited purposes of fulfilling the terms of this contract and/ or to receive other information from, or about Tersano, that I have specifically requested. I hereby agree to be sponsored by the individual whose signature appears on this form.

16. In the event I choose to purchase Products on my credit card, my signature on this Distributor Agreement hereby constitutes my authorization to process any order I place to those accounts, and is to be used as my "signature on file." I understand that the cancellation of any order that I place must be made within three (3) business days of the placement of a particular order. All shipping and handling charges incurred will be billed.

17. I understand that as a Distributor, I am authorized to sell Products. I agree that I may not alter, repackage, relabel or otherwise change any Product, nor will I sell any such Product under any other name.

18. The English language version of the contract shall govern.

19. I certify the accuracy of all information provided by me in this Distributor Agreement and agree that the providing of false or misleading information authorizes the Company, at its election, to declare this Distributor Agreement void from its inception.

ANNUAL RENEWAL/GOVERNING LAW

Tersano Distributors have the opportunity to renew every twelve (12) months. This contract is valid for the period of twelve (12) months and can be renewed each time by a period of twelve (12) months with the consent of both parties. Distributors who wish to change sponsors must wait a period of at least twelve (12) months after resigning before doing so. After obtaining written approval from Tersano, a Distributor may sell his/her Distributor position to another party as long as that party signs a new Distributor contract, and has not been a Distributor for at least twelve (12) months prior to his/her purchase of the Distributor position. Once a Distributor sells his/her Distributor position, he/she must wait at least twelve (12) months before he/she may obtain another Distributor position.

All matters relating to interpretation, construction, validity and enforcement of this Distributor Agreement shall be governed by the laws of the Province of Ontario.

*AUTOSHIP TERMS

Note: AutoShip orders ship Monday through Friday, excluding holidays. Changes and cancellations can be made at mytersano.com or by calling 1.800.808.1724.

You authorize Tersano to ship the items indicated on this order and items on any supplemental orders or change/modification orders, which are incorporated herein by reference, or as otherwise requested by you or on your behalf, ON A RECURRING BASIS at the intervals indicated and to charge this credit card account the current price at the time of shipment. PRICES AND ITEM FORMULATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. You understand that these ordered items will continue to be shipped at intervals indicated and that you are obligated to pay for them until you cancel or modify your order. Orders with declined or expired credit cards may not be processed. Attempts may be made by the Company to reprocess the order should the credit card decline; however, the Company makes no assurances that these attempts will be made. If a credit card is due to expire, a notice may be made to prior to expiration; however, the Distributor is responsible for providing current payment. If an order cannot be processed due to payment difficulties, the Company will not be held responsible for Personal Volume shortfalls. Tersano reserves the right to cancel this order at any time.