

APPLICANT/CO-APPLICANT INFORMATION

Applicant Name (legal name) _____ Gender (male/female)

SSN _____ Date of Birth (MM/DD/YYYY) _____ Email _____

Day Phone _____ Evening Phone _____ Cell _____ Fax _____

Co-Applicant Name (if applicable) _____ Date of Birth (MM/DD/YYYY) _____

Business/Entity Name (if applicable) _____ EIN or Fed ID# _____

*ADDITIONAL INFORMATION REQUIRED. PLEASE ATTACH THE BUSINESS ENTITY FORM.

Shipping Address (no PO boxes) _____ City _____ State _____ Zip _____

Billing Address* (if different) _____ City _____ State _____ Zip _____

*BILLING ADDRESS MAY BE PO BOX OR APO

SPONSOR/PLACEMENT INFORMATION

Sponsor Name _____ Sponsor IBO Number _____ (must be completed)

Placement Name* _____ Placement IBO Number _____ Position: [] Left [] Right

*IF PLACEMENT INFORMATION IS NOT KNOWN, PLEASE LEAVE BLANK AND YOU WILL BE PLACED IN YOUR SPONSOR'S FIRST AVAILABLE POSITION.

PAYMENT INFORMATION

Credit Card# (MC, Visa, AmEx, Discover) _____ Exp (MM/YY) _____ Security Code* _____

Name (as shown on card) _____ Cardholder Signature _____

*THE SECURITY CODE IS FOUND ON THE BACK OF MASTERCARD, VISA AND DISCOVER CARDS (3 DIGITS) AND ON THE FRONT OF AMERICAN EXPRESS CARDS (4 DIGITS).

By signing and submitting this form and payment of my starter kit fee, I acknowledge that I am applying to become a Qivana Independent Business Owner (IBO). I consent to Qivana contacting the telephone number(s), fax number, and/or e-mail address listed on my application or as updated.

I understand that any commissions I earn will be loaded directly onto my Qivana Pay Card and no physical check will be issued. I understand that my provided credit card will be charged automatically for any AutoShip orders I request on a rolling 4-week schedule.

I certify that I have read and agree to the application/agreement Terms and Conditions. I further have received, have read, understand, and agree to the Qivana Compensation Plan and the Qivana Policies and Procedures, which are incorporated herein and made part of this agreement.

Applicant Signature _____ Date _____

Co-Applicant Signature _____ Date _____

QIVANA, LLC INDEPENDENT BUSINESS OWNER APPLICATION TERMS AND CONDITIONS

References contained in these Independent Business Owner Application Terms and Conditions (these "Terms and Conditions") to the "Company" or "Qivana," refer to Qivana, LLC, a Delaware limited liability company. References contained herein to "you," "your," "me," "my" or "I" refer to you as independent business owner ("IBO") of the Company.

- I am at least 18 years of age, legally competent to enter into a written contract in the jurisdiction in which I reside, and I agree to abide by the terms and conditions of the following legally binding documents, policies, procedures and compensation plan of Qivana: (i) these Terms and Conditions, (ii) the Qivana Policies and Procedures, and (iii) the Qivana Compensation Plan [collectively (i) through (iii) the "Contract"].
- Upon acceptance by the Company of my signed (whether by E-signature, facsimile, PDF or original) Contract, I will become an IBO of the Company, and I will, at that time, have the right to purchase the Company's products directly from the Company according to the Company's Policies and Procedures. This Contract will be deemed accepted by the Company when it is date stamped upon actual receipt of the signed Contract by an officially authorized employee of the Company. The Company, in its sole discretion, may reject this Contract, without disclosing any reason therefore. If this Contract is not accepted or approved, I hereby release the Company and its officers, directors, employees, agents, advisors, affiliates and independent contractors from any and all liability incurred by me or by any other person or entity. I waive any associated claim(s) against the foregoing persons and entities that might be asserted by or for me.
- I understand that no purchases are necessary to become a Qivana IBO other than the purchase of a non-refundable starter-kit fee that allows me to purchase product at wholesale prices and to participate in the Compensation Plan. An annual, non-refundable renewal fee is required upon my anniversary date with Qivana to maintain my IBO status. I am responsible for renewing my IBO Business each year.
- If I wish to terminate this Contract, I will deliver written notification of my intent to terminate to the Company by email to support@qivana.com or at the Company's official address. My voluntary termination will be effective as of the date such notice is received by the Company. I understand that I may resign at any time for any reason.
- As an IBO, I am an independent contractor and am NOT an employee, partner, agent, franchisee or legal representative of Qivana. I agree that I am solely responsible for my compliance with any and all laws or regulations related to my activities and status in any jurisdiction exercising authority over me including, but not limited to, the duty to license my business and to collect and pay sales or use tax on sales and on products I consume. I will obey any and all federal and local laws, statutes and regulations applicable to my business and me.
- Although Qivana or any of its affiliated entities may assist me in becoming aware of applicable laws, rules and regulations, the sole responsibility to conduct my Qivana business lawfully in any jurisdiction rests with me. Therefore, I release Qivana and any of its affiliated entities and their officers, directors, agents, advisors, affiliates, independent contractors and employees from all liability for any of my actions or omissions. I also waive any claims or causes of action which I (or others acting in my interest) may assert regarding my status or conduct as an IBO for Qivana. I agree to indemnify and hold harmless Qivana and any of its affiliated organizations for any claim, action or liability asserted arising out of my actions, omissions or representations in sponsoring or conducting any activities under my business.
- I understand that only IBOs in good standing (as such status is determined by the Company) may act as recruiters, enrollers or Sponsors. I also understand that I am responsible for training and supporting any IBO or customer who I recruit, enroll and/or sponsor. I will perform bona fide supervisory, recruitment, training, advertising, sales and marketing functions in connection with the sale of Company products.
- I understand and agree that compensation from Qivana as established by the Qivana Compensation Plan (hereinafter "Compensation Plan") is solely related to the sale of products derived from in-person sales, solicitations or orders from ultimate consumers. I am entitled to receive IBO benefits and opportunities offered to an IBO through the Compensation Plan, provided I maintain a Qivana business that operates in compliance with the Contract. I agree to abide by the Contract as established by Qivana's Policies and Procedures and as modified from time to time and posted on Qivana's official website.
- I agree that I may not alter, repack, re-label, affix additional labels of information or otherwise change any Company product, nor will I sell any such product under any other name.
- I understand and agree that I may not convey, assign, sell or otherwise transfer any rights arising under this Contract or my relationship with Qivana without the prior written consent of Qivana. However, Qivana may assign this Contract without my permission.
- I agree not to use proprietary trade names, trademarks, domain names or other property of Qivana without the prior written consent of Qivana.
- I agree that any websites used to conduct my Qivana business shall conform to the Company policies and specifications as described in the Qivana Policies and Procedures.
- I will make no claims of therapeutic or curative properties regarding the Company products or claims involving the Compensation Plan that are NOT contained in official Qivana literature that is distributed by an authorized Qivana source.
- I agree that I may not create or hold a beneficial interest in an additional Company IBO business(es) beyond the indirect benefits that are derived from enrolling, sponsoring and Downline sales volume without the express written consent of Qivana. I understand and agree that compensation benefits of my individual product purchases and sales may be paid to my Enroller(s) and Sponsor(s) and other Company IBOs Upline from me under the rules of the Compensation Plan.
- I agree that Qivana and its affiliated entities have proprietary rights to its independent contractors and to any Lists of IBO and Customer names. I will not use any Company IBO Lists or other Company contacts to promote the sale or use of any products, programs or services other than those offered through Qivana.
- For AutoShip orders, I understand that each month until this order is cancelled, the AutoShip product order will be shipped by the Company to my specified shipping address every month on or around the selected AutoShip date. To cancel an AutoShip order I will deliver to the Company written notification of my cancellation by email, fax or mail.
- In the event I choose to purchase Company products on my credit card or banking debit card, my signature (including my electronic signature) on this Contract hereby constitutes my authorization to process any order I place to those accounts and to use this signed Contract as my "signature on file." I understand that any cancellation of an order placed by me shall be made within three business days of the placement of a particular order or ten business days for cancellation of an AutoShip order, but all shipping, handling and restocking charges incurred will be paid by me.
- Other than this Contract, no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both me and an authorized officer of the Company. If any provision of this Contract is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.
- I agree that regardless of the form of claim, whether in tort, contract or other, Qivana, its subsidiaries and affiliated companies and their officers, directors, employees and agents shall NOT be liable for any consequential, incidental, special or punitive damages, including lost profits or any other claims against Qivana. No legal action may be brought by either party to this Contract more than one year after the event giving rise to the cause of action has occurred.
- I certify the accuracy of all information provided by me in this Contract and agree that the providing of false or misleading information authorizes Qivana, at its election, to declare this Contract void from its inception.
- Qivana agrees to manufacture quality products available under the terms and conditions of the Contract and pay commissions according to the Compensation Plan.
- This Contract shall be governed under the laws of the State of Utah. You agree to exclusively resolve any claim or controversy arising out of the Contract or that otherwise concerns the Company solely in the state courts located in Utah County, Utah and the federal court for the district of Utah. Each party having a concern shall first give notice of the offense and allow at least thirty (30) days for the other party to cure. In the event of a dispute, the prevailing party shall be reimbursed its reasonable costs and attorney's fees.
- Taxpayer Identification Number: If you are a United States person (including a resident alien), you must provide Qivana with your correct taxpayer identification number ("TIN"), which for individuals is either your Social Security Number ("SSN") or, if you are a resident alien and you do not have and are not eligible to get an SSN, your Individual Taxpayer Identification Number ("ITIN"). For an IBO account that is a partnership, corporation, company or association organized in the United States or under the laws of the United States, you must provide Qivana with your Employer Identification Number ("EIN"). If you fail to provide Qivana with a TIN or the TIN you provide to Qivana is incorrect, at the request of the IRS, Qivana has the right to withhold and pay to the IRS 28 percent of your income over \$600, unless you certify to Qivana that you are a corporation exempt from backup withholding or otherwise not subject to backup withholding. By signing this Contract, you certify that the TIN you have provided to Qivana is correct, that you are a United States person (including a resident alien) and, if applicable, you are not subject to backup withholding.

SELECT YOUR INITIAL ORDER

COMPLETE BUSINESS PACK
\$1,000/1,000PV



- 1 METABOLIQ® Burn System (vanilla)
- 1 METABOLIQ® Burn System (choc)
- 1 METABOLIQ® Shake - 15pk (choc)
- 1 METABOLIQ® Shake - 15pk (vanilla)
- 1 METABOLIQ® Mates - 15pk (strawberry)
- 2 METABOLIQ® Stick - 15pk (choc)
- 2 QORE™ Systems
- 2 QORE™ Detox
- 2 QORE™ Defense
- 15 Discover Why Brochures/DVD
- 1 QORE™ Essentials - 60pk
- 1 METABOLIQ® Lifestyle Book
- 1 King's Crown Book
- 2 Shaker Cups
- 15 Sample Bags
- 2 2-for-1 Event Registrations

★ BEST VALUE
\$1,280 retail value
SAVE \$280
Includes one month's supply, business use & 15 samples!

_____ QUANTITY
part # 201525

BUSINESS PACK
\$500/425PV



- 1 METABOLIQ® Burn System (vanilla)
- 1 METABOLIQ® Shake - 15pk (choc)
- 1 METABOLIQ® Shake - 15pk (vanilla)
- 1 METABOLIQ® Stick -15pk (choc)
- 1 QORE™ System
- 15 Discover Why Brochures/DVD
- 15 Sample Bags
- 1 2-for-1 Event Registration
- 1 METABOLIQ® Lifestyle Book
- 1 King's Crown Book
- 1 QORE™ Essentials 60-pk

\$640 retail value
SAVE \$140
Includes one month's supply & 15 samples!

_____ QUANTITY
part # 201520

TOTAL HEALTH PACK
\$255/200PV



- 1 METABOLIQ® Burn Pack Vanilla
- 1 METABOLIQ® Stick - 15pk
- 1 QORE™ System
- 1 METABOLIQ® Infusions Reds - 15pk
- 1 METABOLIQ® Infusions Greens - 15pk

\$320 retail value
SAVE \$65

_____ QUANTITY
CHOCOLATE
part # 260505

_____ QUANTITY
VANILLA
part # 260506

OTHER: ITEM DESCRIPTION _____ QUANTITY _____

SELECT YOUR AUTOSHIP ORDER

TOTAL HEALTH PACK
\$255/200PV



_____ QUANTITY
CHOCOLATE
part # 260505

_____ QUANTITY
VANILLA
part # 260506

- ★ MOST POPULAR**
- 1 METABOLIQ® Burn Pack Vanilla
 - 1 METABOLIQ® Stick - 15pk
 - 1 QORE™ System
 - 1 METABOLIQ® Infusions Reds - 15pk
 - 1 METABOLIQ® Infusions Greens - 15pk

\$320 retail value SAVE \$65

OTHER: ITEM DESCRIPTION _____ QUANTITY _____

METABOLIQ® BURN SYSTEM
\$135/100PV



_____ QUANTITY
CHOCOLATE
part # 260100

_____ QUANTITY
VANILLA
part # 260000

- 1 METABOLIQ® Boost (60 capsules)
- 1 METABOLIQ® Resist (30 tablets)
- 1 METABOLIQ® Shake - 30pk
- 1 METABOLIQ® System Guide Booklet

\$170 retail value SAVE \$35

QORE™ SYSTEM (2-PACK)
\$130/100PV



_____ QUANTITY
part # 240200

- 2 QORE™ System

\$160 retail value SAVE \$30

SELECT YOUR MYQIVANA WEBSITE SUBSCRIPTION LEVEL

- Premium Annual \$120 (billed annually)
- Premium Monthly \$14.95 (billed monthly)
- Free

User Name* _____
*WEBSITE URL WILL BE MYQIVANA.COM/USER NAME

Password _____

PLEASE FILL OUT THE IBO APPLICATION ON THE OTHER SIDE OF THIS FORM IN ITS ENTIRETY.

CUSTOMER SERVICE : 1-888-8QIVANA (888-874-8262)