

**1. AUTHORIZATION & CONTRACT** By executing the Zilis Ambassador Agreement (“Agreement”), you apply for legal authorization to become a Zilis business owner and enter into contract with Zilis, LLC (“Zilis”). You acknowledge that prior to signing you have received, read and understood the Zilis Income Disclosure Statement and the Zilis Policies & Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on Zilis.com/IDS, and that you have read and agree to all terms set forth in this Agreement. Zilis reserves the right to reject any application for any reason within 30 days of receipt.

## **2. EXPIRATION, RENEWAL, & TERMINATION**

The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies & Procedures). If you fail to annually renew your Zilis business, at the cost of \$49.00, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Ambassador. You shall not be eligible to sell Zilis 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. Zilis reserves the right to terminate all Ambassador Agreements upon 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. Ambassador may cancel this Agreement at any time, and for any reason, upon written notice to Zilis at its principal business address. Zilis may cancel this Agreement for any reason upon 30 days advance written notice to Ambassador. Zilis may also take actions short of termination of the Agreement, if the Zilis Ambassador breaches any of its provisions.

## **3. INDEPENDENT CONTRACTOR STATUS**

You agree this authorization does not make you an employee, agent, or legal representative of Zilis or your Sponsoring Ambassador. As a self-employed independent contractor, you will be operating your own independent business, buying and selling services available through Zilis 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 is your sole responsibility to account for such income on your individual income tax returns.

**4. PRESENTING THE PLAN** You agree when presenting the Zilis Compensation Plan to present it in its entirety as outlined in official Zilis materials, emphasizing that sales to third-party customers are vital towards receiving compensation. In presenting the plan, it’s important to make clear that the products are not being purchased for bonus qualifications. Rather, products are purchased for sampling, selling and demonstration purposes, as well as personal consumption. You agree to abide by the 70% rule regarding the purchase of products. You do not receive any compensation for recruiting other Ambassadors and only compensated from sales of Zilis products and services.

**5. PAYMENT AUTHORIZATION** I authorize Zilis to withdraw payment from my credit card as specified on the front of this Agreement for orders I place directly and for my Autoship Order (including any and all sales taxes and all shipping and handling charges). I give my permission that, if Zilis is unable to collect payment in full from my credit card account, then Zilis may make multiple attempts to collect for up to 60 days and, no more than twice, add \$.50 to \$1.00 to my balance to cover the ongoing costs for administration of the collection of my account. Prepaid credit cards are not valid preferred forms of payment. I agree to pay a \$20.00 service fee in the event a charge is dishonored for any reason. I will hold Zilis harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.

## **6. ZILIS’ PROPRIETARY INFORMATION & TRADE SECRETS**

You recognize and agree that, as further set forth in the Policies & Procedures, information compiled by or maintained by Zilis, 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 Zilis business including, without limitation, Ambassador lists, sponsorship trees, and all Zilis Ambassador information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Zilis, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Zilis, Zilis 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

service developments, and Ambassador sales, earnings and other financial reports to facilitate your Zilis business.

## 7. NON-SOLICITATION AGREEMENT

In accordance with the Policies & Procedures, you agree that during the period while you are an Ambassador, and at any time following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Zilis Ambassador to enroll into any other MLM/Direct Sales Company or to compete with the business of Zilis for a period of two years.

**8. HONORING CONTRACTS** Zilis honors other company's contracts and agreements and expects its Ambassadors to operate with the same level of integrity. You recognize and agree to operate your business with the same level of integrity and will respect and honor any legal or contractual obligations you may have with another company agree to permit Zilis 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 Zilis for any lawful purpose, and without compensation.

**9. DEFAMATION** During the period in which you are an Ambassador or at any time following resignation, cancellation, or termination of your Ambassador account, you will not engage in any defamatory behavior including, but not limited to making disparaging, demeaning, dishonest, or negative remarks about Zilis, other Zilis Ambassadors, Zilis' services, the Compensation Plan, or Zilis' owners, board members, directors, officers, or employees. Such disparagement constitutes a material breach of this Agreement and the Policies and Procedures.

## 10. IMAGES/RECORDINGS/CONSENTS

You agree to permit Zilis 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 Zilis for any lawful purpose, and without compensation.

**11. MODIFICATION OF TERMS** With the exception of the dispute resolution section in Policies & 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 & Procedures.

## 12. JURISDICTION & GOVERNING LAW

The formation, construction, interpretation, and enforceability of your contract with Zilis as Foundation Pack forth in this Ambassador 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 Zilis, LLC with jurisdiction and venue as provided by Louisiana law.

**13. DISPUTE RESOLUTION** This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. In the event of a dispute between an Ambassador and Zilis arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. Zilis shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against an Ambassador. The Federal Arbitration Act shall govern all matters relating to arbitration. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings. The parties agree that the arbitrator will have the sole power to decide any question about the arbitrability of any claim, dispute or other difference between the parties. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Where permitted under applicable law, you and Zilis expressly agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative action. You further waive participation in any class-action lawsuits, class-wide arbitrations, private attorney general actions, and any other proceeding in which someone acts in a representative capacity. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the County of Denton and State of Texas.

**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 Zilis and supersedes any prior agreements, understandings and obligations between you and

Zilis concerning the subject matter of your contract with Zilis.

**15. MONTANA RESIDENTS** A Montana resident may cancel his or her Ambassador Agreement within 15 days from the date of enrollment.

**16. NOTICE OF RIGHT TO CANCEL** You may request a refund on your enrollment fee if it's done anytime prior to midnight of the **THIRD BUSINESS DAY** after the date of this transaction (subject to various state requirements for cancellation). If you cancel, any enrollment fees paid will be returned within **TEN (10) BUSINESS DAYS** following receipt by the seller of your cancellation notice. To cancel this transaction, mail or deliver written notice, to Zilis LLC, 415 US HWY 377, Suite 2020, Argyle, Texas, 76226, not later than midnight of the seventh (7) business day following the date of this Agreement.

### **17. QUALITY SATISFACTION GUARANTEE**

Zilis strives for our customers to be absolutely delighted and thoroughly satisfied with their purchases.

Customers and Ambassadors who are dissatisfied with a product for any reason may replace it or receive a product credit for the full price within 60 days from the date of purchase. Zilis will cover the cost of shipping a replacement and will not charge a restocking fee.

If the product was purchased directly from an Independent Ambassador, please contact them for a refund. The product and original invoice should be returned to the Ambassador, who will refund the purchase price. Ambassadors are required to provide a refund to any Customer that has purchased directly from their personal stock as established by the Zilis guidelines.

Zilis will award a full refund of enrollment pack costs, less applicable fees, upon a written request made to the company within 3 business days of the initial enrollment date. The complete enrollment pack must be returned with an approved Return Merchandise Authorization (RMA) form and in resalable condition to Zilis within 7 calendar days of issuance of the RMA. Only complete enrollment packs with all products in resalable condition are eligible for refund.

To reiterate, Zilis will not refund partial enrollment packs. After 3 business days from the date of enrollment, qualified enrollment packs may receive a refund for products only, less a 20% restocking fee and shipping and handling charges associated with the order.

Any bonuses and commissions attributable to the refunded products and enrollment packs will be deducted from the Ambassador who received bonuses or commissions on such sales. Deductions will occur

in the month in which the refund is given and continue every pay period thereafter until the commission is recovered. In the event that Zilis is unable to recover commissions from inactive Ambassadors, the other compensated upline Ambassadors may be subject to commission deductions. This is the exclusive right of Zilis to determine any applicable deductions, within appropriate state and federal guidelines. In the case of enrollment fees, Ambassadors may cancel any time prior to midnight of the **THIRD BUSINESS DAY** after the date of the initial enrollment (subject to various state requirements for cancellation).

**Exceptions** – Some promotional items and tools offered (including but not limited to events, mobile apps, the virtual warehouse, StarGifts, Show Specials, and home-based travel agent training program) are not covered by this guarantee and are non-refundable.

Please contact Zilis Ambassador Support at support@zilis.com with further inquiries you may have.

### **18. 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.

### **19. PACK CONTENTS AND FURTHER INFORMATION**

Pack contents may vary based on availability. Where applicable, Zilis reserves the right to substitute product of equivalent value from the same product line. Compensation benefits may be for a limited time and further qualifications apply. See the compensation plan booklet and return policy for more details. Earning potential is strictly based on individual effort. Income disclosure is posted at [www.zilis.com/IDS](http://www.zilis.com/IDS).

**20. PRODUCT DELIVERY** I understand that in order to protect my product investment, all orders in excess of \$500.00 (including taxes, shipping and handling) require a signature for delivery. Ambassadors and Customers agree to make arrangements for a proper signature to be available within the delivery service time frame and hours of operation. Certain carriers require the signature be provided by an individual 18 years of age or higher. Any additional fees incurred due to the recipient not providing signatory access in the time required, or due to an delivery address change, will be the responsibility of the Customer or Ambassador.