

Terms and Conditions

1. I understand that this application will be processed with the submission of my first referral of a Sale to GRN which must be submitted through the free website I will be provided with by GRN at no cost until my application is accepted. With GRN's acceptance and approval of this application, I will have the following rights as a GRN Affiliate:

I have the right to offer for sale GRN memberships in accordance with these Terms and Conditions.

I have the right to enroll persons in GRN.

If qualified, I have the right to earn commissions pursuant to the GRN Compensation Plan.

1. I agree to present the GRN Marketing and Compensation Plan and GRN memberships as set forth in official GRN literature.
2. I agree that as a GRN Affiliate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of GRN. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF GRN FOR FEDERAL OR STATE TAX PURPOSES.** GRN is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
3. I have carefully read and agree to comply with the GRN Policies and Procedures and the GRN Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses and commissions from GRN. I understand that these Terms and Conditions, the GRN Policies and Procedures, or the GRN Marketing and Compensation Plan may be amended at the sole discretion of GRN, and I agree to abide by all such amendments. Notification of amendments shall be posted on GRN's website. Amendments shall become effective 30 days after publication. The continuation of my GRN business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
4. The term of this agreement is one year and is automatically renewed as long as I make at least one sale in a 12 month period beginning the end of the 12th month after my application has been accepted. A \$100 (annual) fee to cover my back office business management tools will be deducted at that time from my first commission check and from my first commission check after each anniversary date of the first fee deduction.

If I fail to annually renew my GRN business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Affiliate. I shall not be eligible to sell GRN memberships nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation or termination, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. GRN reserves the right to terminate all Affiliate 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 products and/or services via direct selling channels.**

An Affiliate may cancel this Agreement at any time, and for any reason, upon written notice to GRN at its principal business address.

5. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of GRN. Any attempt to transfer or assign the Agreement without the express written consent of GRN renders the Agreement voidable at the option of GRN and may result in termination of my business.
6. I understand that if I fail to comply with the terms of the Agreement, GRN may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement, at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
7. GRN, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release GRN and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement.

I further agree to release GRN and its affiliates from all liability arising from or relating to the promotion or operation of my GRN business and any activities related to it (e.g., the presentation of GRN products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify GRN for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business. It is prohibited to have multiple positions that exist at the same residence. It is also prohibited for an affiliate to earn commissions in full or in part from multiple positions.

9. The Agreement, in its current form and as amended by GRN at its discretion, constitutes the entire contract between GRN and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by GRN of any breach of the Agreement must be in writing and signed by an authorized officer of GRN. Waiver by GRN of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. 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.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona without regard to principles of conflicts of laws. All disputes and claims relating to GRN, the Affiliate Agreement, the GRN Marketing and Compensation Plan or its memberships, the rights and obligations of an independent Affiliate and GRN, or any other claims or causes of action relating to the performance of either an independent Affiliate or GRN under the Agreement or the GRN Policies and Procedures shall be settled totally and finally by arbitration in Maricopa County, State of Arizona, or such other location as GRN 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 and the Federal Rules of Evidence shall apply. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent GRN 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 GRN's 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. The parties consent to jurisdiction and venue before any federal or state court in Maricopa County, State of Arizona, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

15. Montana Residents: A Montana resident may cancel his or her Affiliate Agreement within 15 days from the date of enrollment, **and may return his or her starter kit, if any, for a full refund within such time period.**

16. If a Affiliate wishes to bring an action against GRN for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against GRN for such act or omission. **Affiliate waives all claims that any other statutes of limitations applies.**

17. I authorize GRN to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

18. A faxed copy or electronically submitted copy of the Agreement shall be treated as an original in all respects.

