

1. Our Agreement.

This Agreement (this "Consultant Agreement") is made by and between Green Horizon, LLC (the "Company") and the individual completing this application ("Consultant"), and becomes effective upon the Company's acceptance of Consultant's application. This Consultant Agreement defines the Company's and Consultant's rights and duties and contains important information about the promotion of the products of the Company. This Consultant Agreement is an integrated agreement consisting of the terms and conditions on this application and the Consultant Policies and Procedures as amended by the Company from time to time, which are incorporated herein by reference. Consultant represents and warrants that she or he has read, understands, and agrees to abide by the Consultant Agreement, including the agreement to arbitrate set forth in Section 11 below, that the information provided on the Consultant Agreement is accurate and complete, and that Consultant may perform her/his obligations without breach of any other agreement. The Consultant Agreement contains the entire agreement between the Company and Consultant and supersedes and replaces any and all prior representations, warranties, negotiations, and agreements. The Company may at any time revise the Policies and Procedures by posting the amended Policies and Procedures on the Company website and any changes or additions will be effective immediately upon posting. Consultants must check the Company website frequently for revisions to the Policies and Procedures. Any capitalized term used in this Consultant Agreement and not defined herein has the meaning ascribed to it in the Policies and Procedures.

2. Purpose; Independent Contractor.

Consultant is a self-employed, non-exclusive independent contractor who is authorized to market and sell the products of the Company. Consultant is not, and shall not represent herself, himself or itself to be an employee, agent, or representative of the Company or a purchaser of a franchise or a business opportunity. The Consultant Agreement does not create an employee/employer relationship, agency, partnership, or joint venture between the Company and Consultant. Consultant shall not be treated as an employee of the Company for any purpose, including without limitation, for federal, state or local tax purposes. Consultant is solely responsible for all decisions made and all costs incurred with respect to her or his Consultantship, and will assume all entrepreneurial and business risk in connection therewith. There is no guarantee that there is a market for the products of the Company or that a Consultant will earn or will not lose money. Consultant's primary focus must always be the promotion of the products of the Company for consumer use; the Company discourages Consultant from focusing her/his efforts primarily on sponsoring others as Consultants. Consultant is not entitled to any benefits that the Company may make available to its employees. Consultant is solely responsible for all income tax returns and payments required to be filed with or made to any tax authority with respect to her/his activities. The Company will regularly report amounts paid to Consultant with the IRS as required by law. the Company will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Consultant's behalf.

3. Consultant Commitments.

Consultant agrees to: (a) conduct her/his Consultantship with a high standard of professionalism and in a manner that reflects favorably at all times on the Company and the products of the Company; (b) avoid deceptive, misleading, or unethical practices; (c) make no representations, warranties, or other statements with respect to the products or any business opportunity that are different from or in addition to those in the Consultant Agreement and the Company marketing materials; (d) not bind the Company to any agreement, or pursue, waive, or compromise any of the Company's rights (or purport to do any of the foregoing); (e) periodically review the Policies and Procedures, as amended and from time to time and posted on the Company website; and (f) otherwise comply at all times with, and accept exclusive liability for non-compliance with, all applicable laws, regulations, rules, and the Policies and Procedures.

4. Starter Kit; the Company Marketing Materials.

To assist Consultant in marketing the products of the Company, Consultant is required to purchase a Starter Kit containing training materials and promotion aids at the cost set forth on the Consultant Application. This purchase is fully refundable if the Starter Kit is returned within 12 months of activation. Additional Company marketing materials and Company business supplies may be available for purchase through the Company website. Consultant may not use any marketing materials or sales aides other than Company marketing materials (including those included in the Starter Kit) and Company business supplies in connection with her or his Consultantship or the sale or marketing of the products of the Company without the written approval of the Company. The Company may, in its sole discretion, change or discontinue any Company marketing materials or Company business supplies at any time. While the Company may refer a Consultant to third parties who offer products and services that may be helpful in the building of a business, it is up to Consultant to decide whether to make any purchase or follow any recommendation, at her/his own risk.

5. Product Ordering and Sales; No Inventory Requirements.

Consultant understands there are no minimum product purchase or inventory requirements. Consultant and Customers may purchase the products of the Company through the Company website or through Consultant's personal website, if applicable. The Company may accept or decline any order for the products of the Company, and may cancel or delay shipment of the products of the Company for any reason, including without limitation if Consultant fails to make any required payment or otherwise fails to comply with the Consultant Agreement. Title and risk of loss to the products will pass to Consultant on delivery of the products to Consultant by the carrier of the Company's choice. Please refer to the Policies and Procedures for additional details regarding ordering, shipments and returns. Consultant may sell the products of the Company purchased for resale only to Customer and only in accordance with the Policies and Procedures. Please refer to the Policies and Procedures for additional terms regarding purchases for resale. The Company has the right to communicate and do business with any and all customers acquired through Consultant's efforts without restriction of any kind. Please refer to the Policies and Procedures for important information about sales tax.

6. Sales and Marketing Restrictions.

Generally, Consultant may not market or sell the products in retail outlets or other locations open or available to the public, or use Internet or mass media forms of marketing. Please refer to the Policies and Procedures for details regarding sales and marketing restrictions.

7. Customer Refunds and Returns.

Customer refunds and returns of the Company Products may be accomplished either directly through the Company or through Consultant, as described in the Policies and Procedures. Consultant acknowledges that the Company offers all Customers a "Customer Satisfaction Guarantee," which includes the right to return any the Company Product within 30 days of purchase for a full refund, even if the product is open and not marketable. Consultant authorizes the Company to deduct from any payments due to her/him the difference between the price paid by Consultant for any the Company Products and any refunds actually paid by the Company to customers consistent with this policy. For further details, refer to the Policies and Procedures.

8. Presenting the Consulting Opportunity.

Consultant agrees to use only the Company marketing materials when presenting the opportunity to become a Consultant to others and to always present the Company accurately in its entirety as described in those materials. Consultant agrees to inform any potential Consultant that sales to Customers are a requirement to receiving commissions and bonuses and to instruct potential Consultants to review the Consultant Agreement, including the most recent version of the Policies and Procedures, with care. Consultant may not make any representations or claims regarding actual or potential income or earnings. For further details, refer to the Policies and Procedures.

9. Company Content and Confidential Information.

The Company is and shall be the sole and exclusive owner of all rights, titles, and interest in and to the Company Trademarks and other the Company content and all intellectual property and proprietary rights therein, subject only to the specific licenses granted to Consultants in the Consultant Agreement, and the Company expressly reserves all such rights. Except as expressly set forth in the Consultant Agreement, Consultants shall not acquire or claim any rights in any the Company Trademarks or the Company content. Consultant shall not use or disclose any Confidential Information of the Company except as expressly permitted by the Policies and Procedures.

10. Warranty; Disclaimer.

The Company warrants that the products of the Company as and when delivered by the Company shall be free from material defects. The Company's sole obligation, and Consultant's sole and exclusive remedy, for breach of this warranty shall be to return any defective the products of the Company and

receive a replacement or credit as described in the Policies and Procedures. To the maximum extent permitted by applicable law, the Company hereby disclaims all other warranties with respect to the products of the Company, the Company marketing materials, the Company business supplies and any other subject matter of the Consulting Agreement, whether express, implied, or statutory, including any warranties of merchantability, fitness for a particular purpose, title, noninfringement, accuracy or completeness of content, results, lack of negligence or lack of workmanlike effort, and correspondence to description.

11. Dispute Resolution.

Any claim or dispute arising under or relating to the Consultant Agreement (whether arising in contract, tort, claim of fraud or fraudulent inducement, or otherwise) that cannot be resolved through negotiation as set forth in the Policies and Procedures shall be mediated as set forth in the Policies and Procedures, and, if it cannot be resolved by mediation, is subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator in Salt Lake City, Utah in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association, as further described in the Policies and Procedures. The arbitrator shall not have the power to alter, modify, amend, add to or subtract from any provision of the Consultant Agreement, or to rule upon or grant any extension, renewal, or continuance of the Consultant Agreement. The arbitrator shall not have the power to award special, incidental, indirect, punitive or exemplary, or consequential damages of any kind or nature, including, without limitation, damages for lost profits, lost business, or lost opportunities, however caused. All arbitration proceedings will be confidential. Although the Consultant Agreement is made and entered into between Consultant and the Company, the Company's affiliates, owners, members, managers, and employees ("Related Parties") are intended third party beneficiaries of the Consultant Agreement for purposes of the provisions of this Consultant Agreement referring specifically to them, including this agreement to arbitrate. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Consultant and the Company, and the parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the parties.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL THE COMPANY OR ANY OF ITS RELATED PARTIES BE LIABLE TO CONSULTANT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST BUSINESS, AND LOST OPPORTUNITIES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE PRODUCTS OF THE COMPANY, THE COMPANY MARKETING MATERIALS, OR THE COMPANY BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHER THEORY OF LIABILITY (INCLUDING

BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification.

Consultant agrees to indemnify, defend, and hold harmless the Company (together with its Related Parties, agents, other Consultants, stockholders, members, employees, directors, officers, and attorneys, collectively "Indemnified Parties") from and against any and all losses or liabilities (including attorneys' fees) they may suffer or incur as a result of Consultant's breach or alleged breach of the Consultant Agreement, including, without limitation, any terms or conditions of the Policies and Procedures. Without limitation of the foregoing, Consultant shall specifically indemnify the Indemnified Parties against any losses or liabilities they may suffer or incur as a result of Consultant being deemed an employee, agent, or holding any status other than an independent contractor, and Consultant's tax liabilities.

14. Term; Renewal; Termination.

Consultant's authorization to participate in the Company lasts one year. To remain active, each Consultant must meet the requirements set forth in the Policies and Procedures, and must submit an annual renewal application as described in the Policies and Procedures. Failure to renew will result in the expiration of the Consultant Agreement and the loss of Consultant's right to continue participating in the Program. The Consultant Agreement may also be terminated for failure to comply with the Policies and Procedures and for other reasons as further described in the Policies and Procedures. Upon termination, in addition to the Starter Kit refund described on the front of the Consultant Application and in Section 4, the Company will, at Consultant's request, repurchase from Consultant the products of the Company that Consultant purchased for resale within 12 months prior to the date of termination at 90% of the original net cost to Consultant, less all commissions, rebates, and bonuses paid to Consultant in connection with such products, and provided that such products are owned by Consultant and in her/his possession and remain in their original packaging, factory sealed, and marketable. Consultant is responsible for shipping such products to the Company at her/his expense. Refer to the Policies and Procedures for additional details regarding product returns upon termination. the Company will not be liable to any Consultant for damages of any kind solely as a result of terminating a Consultantship or Consultant Agreement in accordance with the terms set forth in the Consultant Agreement, and termination of the Consultant Agreement will be without prejudice to any other right or remedy of the Company under the Consultant Agreement or applicable law.

15. Miscellaneous.

The Consultant Agreement shall be governed by the law of Utah without giving effect to any choice of law rule that would cause the application of laws of any jurisdiction other than the laws of Utah. If any provision contained herein is found by a court of competent jurisdiction or an arbitrator to be invalid, illegal, or unenforceable in any respect, such provision shall be ineffective, but shall not in any way

invalidate or otherwise affect any other provision. The Consultant Agreement may not be assigned by Consultant without the express written permission of the Company as described in the Policies and Procedures, but may be freely assigned by the Company, and shall be binding on each of the parties' successors and permitted assigns. Any attempted assignment in violation of this Section shall be void.