

Name of original sponsor: \_\_\_\_\_



### SPONSOR INFORMATION

Nutrakis.com  
606-780-2521  
1775 Eagle Trace  
Morehead, Kentucky

*Promoting Health &  
Wealth at the same time!*

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

## INDEPENDENT DISTRIBUTOR AGREEMENT

### PLEASE PRINT INFORMATION CLEARLY

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-mail: \_\_\_\_\_ SS Number: \_\_\_\_\_

Cell Phone:

### Independent Distributor Agreement (Please Print Clearly)

Please enroll me in the NutraKis Independent Distributor program. I understand when I purchase my first UltraNutra 30/60 Challenge Kit from NutraKis, Inc. and sign this Independent Distributor Agreement, I am automatically enrolled in the R2EXCEL MARKETING PLAN as a Senior Director and Independent Distributor. I understand I am purchasing the ULTANUTRA 30/60 CHALLENGE KIT at the retail price of \$150. I understand as a member I can attend all health seminars and training seminars at NO charge and that I will receive a membership discount on all NutraKis products after I have been certified by a R2XL Training Director. I UNDERSTAND THAT I HAVE 10 DAYS FROM THE DATE ON THIS AGREEMENT TO ASK FOR AND RECEIVE A FULL REFUND UPON THE RETURN OF THE 30/60 ULTANUTRA CHALLENGE KIT (unopened) IF I DECIDE TO CANCEL MY MEMBERSHIP POSITION. I agree to abide by the policies and procedures and terms and conditions posted on the NutraKis.com website and on the back of this agreement.

I agree to the above agreement: \_\_\_\_\_

The Retail Price of the Resolve 30/60 Day Challenge Membership Kit is \$150.00 (sales tax is included) = **\$150.00**

If using credit card, apply a 3.75% CC fee if \$6.00 **CC Fee \$** \_\_\_\_\_

**Total: \$** \_\_\_\_\_

### Pricing and payment terms:

Below is an example of the pricing options of the **UltraNutra 30/60 Challenge Kit:**

#### UltraNutra 30/60 16oz Pouch:

- \$150 Retail Non-AutoShip to Customer
- \$135 Retail AutoShip to Customer
- \$125 Non-AutoShip to Distributor
- \$116 AutoShip to Distributor
- \$110 Distributor discount at any live meeting where products are available.



**PLEASE READ AND SIGN THIS AGREEMENT ON THE REVERSE SIDE**

# NutraKis, Inc. Independent Distributor Agreement

I understand and agree that there are important risk factors that I have considered in making the decision to purchase the NutraKis Independent Member Support Program (MSP) and become an Independent Distributor of NutraKis, Inc. to purchase at a discount and use or resell NutraKis, Inc. products and services.

## No earnings projections, promises or representations

I agree that my sponsor nor NutraKis, Inc. have made any implications, warranties, promises, suggestions, projections, representations or guarantees whatsoever to me about future prospects or earnings, or that I will earn any money, with respect to my purchase of the NutraKis, Inc. Independent Distributor program. I understand and agree that NutraKis, Inc. and my sponsor has not authorized any such projection, promise, or representation by others. I understand and agree that any earnings or income statements, or any earnings or income examples, are only hypothetical of what could potentially be earned. NutraKis, Inc. and my sponsor have made it clear to me that there is no assurance I will do as well as stated in any hypothetical examples. I understand and agree that if I rely upon any figures provided by my sponsor or NutraKis training materials, I must accept the entire risk of not doing as well as the hypothetical information provided to me. I agree this applies to me whether the earnings or income examples are monetary in nature or pertain to incomes or promotional bonuses which may be earned (whether such credits are convertible to cash or not). I understand and agree there is no assurance that any prior successes or past results as to earnings or income will apply, nor can any prior successes be used, as an indication of my future success or results from any of the information, content, or strategies. I understand and agree that any and all claims or representations as to income or earnings are not to be considered as "average earnings".

## Economic Risk

I understand that the current economy, both where I do business, and nationally, may create additional uncertainty and economic risk in my ability to grow my NutraKis Independent Distributor business. I understand and agree an economic recession or depression might negatively affect the results produced by myself and the NutraKis marketing plan.

## Guaranteed Success or Failure

I understand and agree my success in using the information or strategies provided in the NutraKis income opportunity, depends on a variety of factors. I understand that NutraKis, Inc. has no way of knowing how well I will do, as NutraKis does not know me, my background, my work ethic, my dedication, my motivation, my desire, or my business skills or practices. Therefore, I Agree that NutraKis, Inc. does not and has not guaranteed or implied that I will get rich, that I will do as well as other Independent distributors, or that I will have any financial success at all. I understand and agree that business and earnings derived there from, involve unknown risks and may not be suitable for everyone. I understand and agree that I may not rely on any information presented on the NutraKis website, training materials or otherwise provided by NutraKis, Inc., unless I do so with the knowledge and understanding that I may experience significant losses (including, but not limited to, the loss of any monies paid to purchase the NutraKis Independent Distributor Management Services Program, and/or any monies spent setting up, operating, and/or marketing my Independently owned business, and further, that I may have no earnings at all.

## Forward-looking Statements

MATERIALS CONTAINED IN NUTRAKIS, INC. TRAINING MATERIALS OR IN MATERIALS PURCHASED AND/OR DOWNLOADED FROM THE NUTRAKIS WEBSITE MAY CONTAIN INFORMATION THAT INCLUDES OR IS BASED UPON FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF THE SECURITIES LITIGATION REFORM ACT OF 1995. FORWARD-LOOKING STATEMENTS GIVE OUR EXPECTATIONS OR FORECASTS OF FUTURE EVENTS, YOU CAN IDENTIFY THESE STATEMENTS BY THE FACT THAT THEY DO NOT RELATE STRICTLY TO HISTORICAL OR CURRENT FACTS. THEY USE WORDS SUCH AS "ANTICIPATE," "ESTIMATE," "EXPECT," "PROJECT," "INTEND," "PLAN," "BELIEVE," AND OTHER WORDS AND TERMS OF SIMILAR MEANING IN CONNECTION WITH A DESCRIPTION OF POTENTIAL EARNINGS OR FINANCIAL PERFORMANCE. ANY AND ALL FORWARD LOOKING STATEMENTS HERE OR ON ANY MATERIALS ON THE NUTRAKIS WEBSITE ARE INTENDED TO EXPRESS OUR OPINION OF EARNINGS POTENTIAL. I UNDERSTAND AND AGREE THAT MANY FACTORS WILL BE IMPORTANT IN DETERMINING MY ACTUAL RESULTS AND NO GUARANTEES ARE MADE THAT I WILL ACHIEVE RESULTS SIMILAR TO ANYBODY ELSE IN THE NUTRAKIS MARKETING AND PRODUCT DISTRIBUTION PROGRAM. IN FACT I AGREE THERE HAS BEEN NO GUARANTEES MADE THAT I WILL ACHIEVE ANY RESULTS FROM NUTRAKIS, INC. IDEAS AND TECHNIQUES IN ANY NUTRAKIS MATERIALS PRESENTED TO ME.

## Due Diligence

I understand and agree that I am responsible to do my own due diligence when it comes to making business decisions and should use caution and seek the advice of qualified professionals. I understand and agree I should check with my accountant, lawyer, or professional advisor, before acting on this or any information. I understand and agree I may not consider any examples, documents, or other content on the NutraKis website or otherwise provided by NutraKis to be the equivalent of legal advice. I understand and agree that nothing contained on the website or in materials available for sale or download on the NutraKis website provides legal advice in any way. I understand and agree I should consult with my own attorney on any legal questions I may have about the NutraKis Marketing and Product Distribution program. I understand and agree that NutraKis, Inc. should not assume any responsibility for any losses or damages resulting from my use of any link, information, or opportunity contained within the NutraKis website or within any information disclosed by the owner of the NutraKis site in any form whatsoever.

**AGREEMENT TO ARBITRATE DISPUTES:** I understand and agree to settle any dispute or disputes arising out of or relating to this Agreement or any dispute relating to my Affiliate Agreement, Business Materials, Training or other business related to the NutraKis, Inc. marketing program, materials or products and services, by means of mandatory binding arbitration, to be held in the city of Morehead and state of Kentucky, in accordance with the laws in this jurisdiction, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. I agree to an independent arbitrator chosen by NutraKis, Inc. in the state of Kentucky. I understand and agree that both parties involved in arbitration shall pay for their own attorney expenses and fees, including the fees for the arbiter.

**Disputes; Conciliation.** I the undersigned party agree that if a dispute arises out of or relates to Business Support Materials, the NutraKis Management Services Program and Training Agreement, Member Training materials and methods, Business Presentations, and any other dispute I NutraKis, Inc. policy, procedures or terms and conditions, that I shall give notice of the claim in writing to NutraKis, Corporation. I agree the notice shall specify the basis for the claim and the amount claimed or relief sought. I agree that during a period of not less than 90 days after the written notice is received, that both I and NutraKis, Inc. agree to attempt to resolve the dispute amicably through direct discussions, and, if appropriate, using the NutraKis, Inc. Conciliation and Enforcement Procedures, as set forth in the Rules of Conduct for NutraKis, Inc. Members.

**Mandatory Binding Arbitration.** I understand and agree that at least 90 days after the notice referred to in the paragraph above is received, or after the conclusion of the NutraKis conciliation process, whichever is later, any remaining controversy or claim, including any claim a party to this Agreement may make against any publisher, author, speaker, distributor, manufacturer, seller, reseller or marketer of said NutraKis business materials, agreements, products or business presentations and trainings or against NutraKis Corporation or any of its officers, directors, agents or employees, shall be settled by binding arbitration in accordance with the NutraKis Arbitration Rules contained in the Rules of Conduct for NutraKis, Inc. Member's, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. I agree that the demand for arbitration shall be made within two years after the issue has arisen, but in no event after the date when the initiation of legal proceedings would have been barred by the applicable statute of limitations. I acknowledge that this Agreement evidences a transaction involving interstate commerce. I understand that the United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration provisions.

## Confidentiality and Non-Disclosure Agreement.

I understand and agree that once a notice of claim has been sent, the dispute resolution process, including conciliation and any binding arbitration, shall remain confidential. I understand and agree that neither I nor NutraKis, Inc. shall disclose to any person not directly involved in the conciliation or arbitration process (a) the substance of, or basis for, the claim; (b) the content of the testimony or other evidence presented at an arbitration hearing or obtained through discovery; or (c) the terms or amount of any arbitration award.

The Distributor or entity that signs this agreement acknowledges that during the term of this Agreement, they may be exposed to confidential and proprietary information belonging to NutraKis, Inc. or its subsidiaries, including but not limited to distributor lists, customer data, and business plans. The Distributor agrees to keep this information strictly confidential and shall not disclose or use it for any purpose other than fulfilling their obligations under this Agreement.

## Prohibition of Cross-Recruiting:

"Non-solicitation. For a period of 24 months following the termination of this agreement for any reason, the person or entity signing this agreement agrees not to solicit, recruit or attempt to solicit or recruit, any other Distributor, Independent contractor, or customer of NutraKis, Inc. to participate in any other network marketing, multi-level marketing, or direct sales program that offers products or services that are competitive with those of NutraKis, Inc. or its subsidiaries".

**Use of Trademarks and Names.** The distributor signing this agreement shall not use the name of NutraKis, UltraNutra, UltraSlim, UltraVita, UltraSweet, The Resolve Solution, Resolve2XL, R2XL, R2EXCEL, Aspire, Excel, or any of its trademarks, trade names, service marks, or other intellectual property, in any form of advertising, promotion, or communication without the prior written consent of NutraKis, Inc. or Keith Johnston, CEO of NutraKis, Inc. This includes, but not limited to, using such marks in domain names, email addresses, social media handles, or any online profiles in a way that suggests an endorsement or affiliation not authorized by NutraKis, Inc.

## Breach and Remedies.

A violation of any clause within this Agreement shall be considered a material breach. In addition to any other remedies available at law or in equity, therefore, NutraKis, Inc. may, at its sole discretion, terminate this Agreement immediately and pursue legal action, including seeking injunctive relief and monetary damages.

**I HAVE CAREFULLY READ AND UNDERSTAND THE NUTRAKIS, INC. AND INDEPENDENT DISTRIBUTOR ARBITRATION AGREEMENT, AND IN EXCHANGE FOR THE RIGHT AS AN INDEPENDENT NUTRAKIS DISTRIBUTOR TO BUY, SELL, DISTRIBUTE, RECEIVE, AND USE NUTRAKIS PRODUCTS AND SERVICES AND BUSINESS SUPPORT MATERIALS, AGREE TO ABIDE AND BE BOUND BY THE TERMS SET FORTH HEREIN AND TO ARBITRATE ANY DISPUTES UNDER THE NUTRAKIS, INC. ARBITRATION RULES.**

I understand I am not an employee or NutraKis, Inc., but understand I am an independent contractor with the permission to distribute NutraKis, Inc. products and services.

I the undersigned have read this Independent Distributor Agreement and agree to abide by all terms and conditions, policies and procedures and information contained herein and on the NutraKis website. I agree that I am over 18 years of age and the person authorized to sign this agreement.

Signature of Agreement: \_\_\_\_\_ Date: \_\_\_\_\_

**Must be Signed by Applicant for this Agreement to be Valid**