



# LICENSED PRACTITIONER AGREEMENT GENERAL TERMS AND CONDITIONS

1. Authorization and Contract. By executing the VoxxLife Practitioner Agreement ("Agreement"), you apply for legal authorization to become a VoxxLife business owner and enter into contract with Voxx Sports Inc., hereinafter "VoxxLife." You acknowledge that prior to signing you have received, read and understood the VoxxLife Income Disclosure Statement, that you have read and understood the VoxxLife Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on VoxxLife.com, and that you have read and agree to all terms set forth in this Agreement. VoxxLife reserves the right to reject any application for any reason within thirty (30) days of receipt.
2. Expiration, Renewal, and Termination. The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). If you fail to submit payment for the annual renew of your VoxxLife business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Practitioner. You shall not be eligible to sell VoxxLife products and 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. VoxxLife reserves the right to terminate all Practitioner Agreements upon thirty (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. Practitioner may cancel this Agreement at any time, and for any reason, upon written notice to VoxxLife at its principal business address. VoxxLife may cancel this Agreement for any reason upon thirty (30) days advance written notice to Practitioner. VoxxLife may terminate the Agreement, if the VoxxLife Practitioner breaches any of its provisions.
3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of VoxxLife or your Sponsoring Practitioner. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through VoxxLife 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. As an Practitioner, you understand it's your sole responsibility and agree to account for the earning of any income on your individual income tax returns.
4. Refunds and Product Returns. You agree that if you resell Product directly to a customer, you will adhere to VoxxLife's 100% satisfaction guarantee policy and shall provide the customer a full refund of all monies paid if the customer returns the product to you within thirty (30) days of the sales transaction. For more instructions on the acceptance of Customer returns, see Section 6 of the Policies and Procedures. If you are not satisfied with our products, you may return individual products or kits for a refund if neither you nor we have terminated the Agreement, the products were purchased within the last thirty (30) days, and products and/or kits remain in resalable condition. The refund shall be 100% of the purchase price. However, upon the cancellation of this Agreement, a Practitioner may receive a 100% refund on any Welcome Kit purchase within the last thirty days (30) of the enrollment date OR a 100% refund on any Welcome Kit purchase within the last (twelve) months from the enrollment date, so long as in both instances the Welcome Kit remains in resalable condition. Please note that the incurrence of shipping and handling charges are not refundable.
5. Presenting the Plan. You agree when presenting the VoxxLife Compensation Plan to present it in its entirety as outlined in official VoxxLife materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by VoxxLife. You agree to instruct all prospective Associates to review the VoxxLife Income Disclosure Statement.
6. Buying and Selling Product. You agree to only purchase VoxxLife products, as well as the Welcome Kit, from the Company, and will refrain from any product purchase through a non-Company third-party site. When advertising and selling VoxxLife products, you agree to make no representations or claims about any products beyond those shown on product labels and/or in official VoxxLife literature. No Practitioner may make any claim that VoxxLife products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. You further agree to sell products available through VoxxLife only in authorized territories.
7. VoxxLife's Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by VoxxLife, 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 VoxxLife business including, without limitation, Practitioner lists, sponsorship trees, and all VoxxLife Practitioner information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of VoxxLife, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with VoxxLife, VoxxLife 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 product developments, and Practitioner sales, earnings and other financial reports to facilitate your VoxxLife business.
8. Non-Competition Agreement. In accordance with the Policies and Procedures, you agree that during the period while you are a Practitioner, and for six (6) months following resignation, non-renewal, or termination of your business, you will not compete with VoxxLife. This covenant shall survive the expiration or termination of your authorization and contract with VoxxLife.
9. Non-Solicitation Agreement. In accordance with the Policies and Procedures, you agree that during the period while you are a Practitioner, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other VoxxLife Practitioner to compete with the business of VoxxLife.
10. Images / Recordings / Consents. You agree to permit VoxxLife to obtain photo-graphs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by VoxxLife for any lawful purpose, and without compensation.
11. Modification of Terms. The terms of this Agreement may be modified as specified in Rule 1 in the Policies and Procedures.
12. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with VoxxLife as set forth in this Practitioner Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the Province of Ontario without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Voxx Sports Inc. with jurisdiction and venue as provided by Louisiana law.
13. Dispute Resolution. All disputes and claims relating to VoxxLife, its products and services, the rights and obligations of a Practitioner and VoxxLife, or any other claims or causes of action relating to the performance of either a Practitioner or VoxxLife under the Agreement or the VoxxLife Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in the Province of Ontario, or such other location as VoxxLife prescribes, in accordance with Ontario's International Commercial Arbitration Act, RSO 1990, Chapter I.9 ("ICAA"), except that all parties shall be entitled to discovery rights allowed under the Ontario Rules of Civil Procedure. Additionally, you agree not to initiate or participate in any class action proceeding against VoxxLife, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent VoxxLife 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 its 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.
14. Time Limitation. If an Practitioner wishes to bring an action against VoxxLife for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Practitioner waives all claims that any other statutes of limitations apply.
15. 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 VoxxLife and supersedes any prior agreements, understandings and obligations between you and VoxxLife concerning the subject matter of your contract with VoxxLife.
16. Notice of Right to Cancel. Should you cancel this transaction and request a refund in accordance with Section 4 of this Agreement, please mail or deliver written notice to Voxx Sports Inc., 1510 Drew Road Unit #9, Mississauga, Ontario, Canada, L5S 1W7.