

CUSTOMER / MARKETING ASSOCIATE AGREEMENT

A Marketing Associate

Each Sportron Marketing Associate is an independent contractor and therefore shall never be considered a representative, agent, or employee of Sportron International, Inc.

Identification Number

Sportron will generate a unique identification number for each Marketing Associate. Sportron must have on file the Marketing Associate's Social Security number or Federal Identification Number in case of Corporations and Partnerships.

Minimum Age

A Marketing Associate shall be at least 18 years of age, or the age of consent for the state in which the applicant resides.

Inventory Requirements

Marketing Associates are not required to carry any amount of inventory. It is advisable, however, to stock enough products to adequately service the needs of his/her business. The Sportron program is built upon sales to the ultimate consumer. It is company policy to strictly prohibit the purchase of products or services solely for the purpose of qualifying for bonuses or advancement in the marketing program. Marketing Associates may neither inventory load nor encourage others to inventory load. A Marketing Associate should sell or consume at least 70% of all products purchased from the company each month.

Product Liability Insurance

Each Marketing Associate is covered by a blanket product liability insurance policy. This coverage may not apply if unauthorized representations or claims are made by Marketing Associates, if any repackaging or modifications of Sportron products has been performed in the field, or if Sportron products are used in a manner than otherwise specified on that product.

Income Representation

It is unlawful to make false or misleading representations as to potential income. Sportron has a clear policy against such misrepresentation and will strictly enforce this policy.

Product Claims

Only product claims stated in official Sportron Literature and Training Materials are allowed. Sportron insists on very rigid adherence to this policy and will not tolerate false or misleading product claims.

Other Businesses and Conflicts of Interest

This policy is designed to protect the efforts of Marketing Associates in building and maintaining their Marketing Organizations.

Marketing Associates and all members of their immediate household are prohibited from the following:

1. Recruiting or enrolling Sportron Associates for other business ventures, either directly or through a third party, with the exception of those Marketing Associates he/she personally enrolled.
2. A Sportron Marketing Associate is prohibited from presenting or assisting in the presentation of other business ventures to any Sportron Associates in an effort to recruit them to other business ventures.
3. It is a violation of this policy to recruit or enroll a Sportron Marketing Associate for another business even if the Marketing Associate does not know that the prospect is also a Sportron Associate. It is the Marketing Associate's responsibility to first determine whether the prospect is a Sportron Associate before making a presentation or enrolling the prospect for another business venture.

Voluntary Termination

In the event a Marketing Associate chooses to resign from Sportron, a signed letter of resignation must be presented to the company. The Marketing Associate will be eligible to reapply with a new sponsor after six months from the date of resignation. In the event of termination, the Marketing Associate's downline organization will roll up to the next qualified upline Marketing Associate after two months. (See Roll-Up Policy)

Involuntary Termination

In the event of a violation of the Marketing Associate Agreement as verified by Sportron, it may elect to terminate the offending Marketing Associate. The termination procedure is as follows:

1. Sportron will send a written notice of intent to cancel to said Marketing Associate.
2. The offending Marketing Associate will then have 30 days to present his/her case for review.
3. The company will then make the final decision whether to terminate.
4. In the event of termination, the Marketing Associate's downline will move up to the next qualifying Marketing Associate after two months.

Effect of Cancellation of Marketing Associate Agreement

The Voluntary or involuntary cancellation of an Independent Marketing Associate Agreement will result in the Marketing Associate's loss of all rights to his/her marketing organization. Cancellation shall be effective on the date on which the notice is mailed and the Marketing Associate will immediately be made inactive. A Marketing Associate who either voluntarily or involuntarily cancels shall receive commissions or bonuses only for the last full calendar month prior to cancellation.

Roll-Up

When a Marketing Associate resigns or their distributorship is canceled, a roll-up will take place after the second month. After all commissions, a Marketing Associate on the first level will be rolled-up based on the following formula using the prior month's figures: **Organizational Volume x Number of Personal Managers**. All personal enrollees of the resigned or canceled Marketing Associate will be inherited by the Enroller of said Associate.

Sell or Assign Business

A Marketing Associate can sell*, transfer*, or bequest via a will their Sportron business. However, Sportron International reserves the right to approve or disapprove the new owner. The new owner will be required to sign a Customer/Marketing Associate Agreement. *Sportron recognizes a business for sale or transfer only from National Manager status.

Use of Company Name

The Company Name, Trademark, and Logos can only be used with written approval from Sportron. Any approved use of Sportron Logos, Trademarks, or Name must also indicate that the Marketing Associate is an "Independent Marketing Associate." This includes Websites and/or "Home Pages".

Media

Marketing Associates may not represent Sportron in public media areas. All media inquiries (radio, television, newspaper, etc.) are to be referred to the Sportron Corporate Headquarters, Attn: Marketing Department.

Advertising

Marketing Associates are prohibited from using radio, newspaper, Internet (including Websites and/or "Home Pages") or any type of advertising to publicize Sportron products or financial opportunity without the written approval of Sportron International.

Telephone Directory

The approved telephone listing for all telephone publications are as follows: Sportron Independent Marketing Associate followed by the Associate's name, address, and telephone number. Sportron prohibits Marketing Associates from answering the telephone in any manner that would give callers a reason to believe that they have reached any Corporate Office of Sportron International. Specifically, Marketing Associates shall not answer the telephone by saying "Sportron", "Sportron International", "Sportron, Inc.", or any other such usage of the company name.

Amendments

In order to maintain a viable marketing company, Sportron specifically reserves the right to make any amendments or adjustments it deems necessary with respect to policies, marketing plan, and/or pricing. Upon written notification, any such changes are incorporated as part of the agreement between Sportron International and its Marketing Associates. A Marketing Associate's acceptance of commissions and bonuses constitutes his/her acceptance of such amendments.

Limitations

There shall not be more than one Sportron Marketing Associate in an immediate household.

Payment of Commissions, Rebates, Overrides, and Bonuses

Monthly commissions, rebates, overrides, and bonuses are typically mailed via United States Postal Service on the 15th of the following month. In the event that the 15th of a month falls on a weekend day or national holiday, the commissions, rebates, overrides, and bonuses will be mailed on the first day after the 15th that allows mail service. A Marketing Associate must review his/her printout and report any discrepancies within 20 days. Commission adjustments cannot be made after the 5th of the following month.

Calendar Month

All bonuses, commissions, and rebates are based on a calendar month. All orders must be received by Sportron no later than the last working day of the month. Please understand that in order for us to process bonus checks on time we must strictly enforce this policy. PLEASE INDICATE WHICH MONTH THE ORDER SHOULD COUNT FOR. All orders are dated throughout the month for the date that they are RECEIVED. When faxing in enrollments at the end of the month, they will be counted the day they are received and the enrollee will be expected to order 39

P.P.P. by the end of the month or they will receive a back-up order. For example, the date is August 28th, and you want the new enrollee you are faxing in to be entered as of the month of September. DO NOT FAX THE ENROLLMENT UNTIL SEPTEMBER 1ST.

Personal Production

1. As a New Customer, to be able to purchase at wholesale price, I commit to purchase at least 39 Personal Product Points which is about \$44.00.
2. As a Marketing Associate, I commit to sell at least 39 Personal Product Points monthly which is about \$44.00.

Sales Tax

Sportron International will charge the Customer/Marketing Associate the appropriate City and State Sales Tax and make payment to the proper authorities on behalf of the Marketing Associates. The Customer/Marketing Associate will pay Sales Tax on the total retail price if the products are being re-sold at retail price. Otherwise, all Sales Taxes are calculated on total wholesale.

1-800 Number

Sportron International's 1-800-843-1202 is for orders only. The sales agents are unable to transfer any calls from the order lines. For Customer Service, call 1-972-548-2011, or Administrative Offices, call 1-972-548-2500. Sportron International will not accept collect calls.

Refund Policy for Marketing Associates at Termination

Sportron will repurchase from Marketing Associates who have cancelled their Independent Marketing Associate Agreement, all unencumbered products and sales aids which are in resalable condition which were purchased by the resigning Marketing Associate from Sportron within the previous 12 months, at a price not less than ninety percent (90%) of the original net cost to the Marketing Associate. All products and sales aids must be returned to Sportron with the original Sportron invoice and with shipping prepaid by the Marketing Associate in order to receive the above refund. Sportron will charge back all commissions, bonuses, rebates, and credits paid by Sportron relating to the purchase of those products. Credits will be processed 60 calendar days after receipt of products.

Product Point Adjustments

Marketing Associates receive commissions based on actual sales of products to end consumers. When product that has been sold to a retail customer is returned to Sportron for a refund, the Product Points attributable to that product may be deducted from the purchasing Associate's Personal Product Points in the month that the refund is given.

Errors or Questions

Marketing Associates should notify Sportron immediately of any errors or questions about commissions, bonuses, orders or charges. Sportron will correct any errors reported within 20 days, but Sportron will not be responsible for any errors, omissions, or problems not reported within that 20 day period.

Proprietary Information and Trade Secrets

By executing the Independent Marketing Associate Agreement, the Marketing Associate acknowledges that all information that is contained in the Monthly Business Report, including, but not limited to, names, addresses, and telephone numbers of Marketing Associates, is Sportron's proprietary trade secret information. The Marketing Associate agrees not to disclose such information to any third party or to utilize such information for the purposes of marketing any other business opportunity at any time, whether during the term of his/her associate with Sportron or thereafter. The Marketing Associate acknowledges that such proprietary information is of such character as to render it unique, and as such, that disclosure or use thereof is in violation of this provision and will result in irreparable damage to Sportron and the Independent Sportron Business. Sportron and its Marketing Associates will be entitled to injunctive relief to prevent violation of this policy. If litigation or arbitration is required to obtain injunctive relief or to receive damages, the prevailing party shall be entitled to an award of attorney's fees and expenses.

Supervisory and Leadership Functions

Marketing Associates compensation is based on sales of products to the end consumer. To qualify for this compensation, Marketing Associates have the ongoing responsibility to promote the Sportron business opportunity, to support Sportron's policies, programs and personnel, and to service, supervise, motivate and train Marketing Associates in their organization to sell and market Sportron's products and opportunity.

Policy Disclosure Requirement

Prior to enrolling a prospective Marketing Associate, Marketing Associates shall provide to, and review with, the prospective Marketing Associate, a current copy of Sportron's Statement of Policies and Procedures.