

**Applicant Information**

Name: \_\_\_\_\_  
 Spouse/Co-Applciant Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 SSN # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Federal ID # \_\_\_\_\_ Date of Birth (mm/dd/yyyy) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Choose Your Personal Web Address: <http://YourUniqueName.myevolv.com>. Submit three choices: (#1) \_\_\_\_\_  
 (#2) \_\_\_\_\_ (#3) \_\_\_\_\_ User Name: \_\_\_\_\_ Password: \_\_\_\_\_

TO COMPLETE YOUR APPLICATION, YOU MUST SUBMIT A COMPLETED IRS FORM W-9 TO EVOLVHEALTH.  
 To download W-9 Form go to : <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Email Address: \_\_\_\_\_  
 Cell: \_\_\_\_\_

**Sponsor Information**

Name: \_\_\_\_\_ I.D. No: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Assumed Names, Corporations, LLCs, Partnerships, or Trusts -- If your business will be owned by a corporation, limited liability company, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity Application and submit it with this Application and Agreement.

**Starter Kit**

Each applicant must purchase an EvolvHealth Starter Kit (optional in North Dakota). The kit contains necessary tools and documents to help you get your EvolvHealth business launched.

**Initial Order (Choose one)**

- Visionary Package\* - 1 Membership Kit + 14 Cases + 6 Months Premier eCenter + 25 Audio CDs, 25 Quad Packs, 25 Comp Overview Brochures and 20 PER Brochures ..... \$895.95
- Director Package\* - 1 Membership Kit + 8 Cases...Get 1 FREE! ..... \$479.95
- Executive Package\* - 1 Membership Kit + 4 Cases ..... \$259.95
- Starter Package\* - 1 Membership Kit + 2 Cases ..... \$149.95
- Membership Kit Only\* ..... \$ 39.95

**Set up Autoship**

- I would like to receive \_\_\_\_\_ (#) case(s) of Evolv at \$55\* per case each month.

**Premier eCenter**

- I would like to take advantage of the ten day free trial and access the many tools the Premier eCenter has to offer including online training, myRoadMap, my Genealogy Visualizer, and Evolv graphics for only \$19.95 per month.

Note: Your Premier eCenter 10 day free trial begins immediately following your initial enrollment order and continues until 11:59pm on the 10th calendar day. If you would like to cancel your free trial or do not wish to subscribe to the Premier eCenter, please call Evolv Member Services at (888) 280-9555. In order to avoid charges to your credit card, you must call Evolv Member Services prior to 11:59 pm on the 10th calendar day following your enrollment. See the eCenter for full details.

\*Shipping & Tax NOT included

**Payment Information (Participation in the Automatic Annual Renewal Program requires payment by credit card)**

MasterCard  Visa  Am Ex Card No. \_\_\_\_\_ Exp. Date (MM/YYYY) \_\_\_\_\_ / \_\_\_\_\_ CCV# \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

By signing above, I authorize EvolvHealth to charge my credit card for all orders and payments indicated on this Application and Agreement.

Billing address for credit card must match the applicant's address listed above.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (five days for Alaska residents). See the reverse side of this form for an explanation of this right.

I have carefully read the Terms and Conditions on the back of this Application and Agreement, the EvolvHealth Policies and Procedures, and the EvolvHealth Marketing and Compensation Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my EvolvHealth independent business at any time, with or without reason, by sending written notice to the Company at the above-listed address.

\_\_\_\_\_  
 Applicant's Signature Date Co-Applciant's Signature Date

By signing above, I certify that the Social Security Number or Federal Tax ID Number entered above is my correct taxpayer identification number. I further certify that I have not been an EvolvHealth Distributor, or a partner, shareholder, or principal of any entity having an EvolvHealth business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Independent Distributor Application and Agreement may result in action by EvolvHealth, up to and including termination of this Agreement. Mail the completed signed original Application and Agreement to: EvolvHealth, Distributor Application Dept., Galleria Tower 2, 23rd Floor, 13455 Noel Road, Dallas, Texas 75240 or Fax to (888) 717-7075. If Application is faxed, you must fax both the front and back of the Application. Please allow 24 hours for your faxed enrollment to be processed.

**Please note: In order to receive bonuses or commissions in excess of \$600 you must submit a properly completed IRS Form W-9 to EvolvHealth. Failure to submit a W-9 may result in the holding of bonuses and commissions in excess of \$600 or back-up withholding at EvolvHealth's discretion.**

#### Terms and Conditions

1. I understand that as an EvolvHealth Distributor:

- I have the right to offer for sale EvolvHealth products and services in accordance with these Terms and Conditions.
- I have the right to enroll persons in EvolvHealth.
- If qualified, I have the right to earn commissions pursuant to the EvolvHealth Compensation Plan.

2. I agree to present the EvolvHealth Marketing and Compensation Plan and EvolvHealth products and services as set forth in official EvolvHealth literature.

3. I agree that as an EvolvHealth Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of EvolvHealth. 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 EvolvHealth FOR FEDERAL OR STATE TAX PURPOSES. EvolvHealth is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.

4. I have carefully read and agree to comply with the EvolvHealth Policies and Procedures and the EvolvHealth 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 or commissions from EvolvHealth. I understand that the EvolvHealth Policies and Procedures and/or the EvolvHealth Marketing and Compensation Plan may be amended at the sole discretion of EvolvHealth, and I agree to abide by all such amendments. Notification of amendments shall be posted on EvolvHealth's website and shall become effective 30 days after publication. The continuation of my EvolvHealth business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my EvolvHealth business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell EvolvHealth products and services, 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, termination or nonrenewal, 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. EvolvHealth reserves the right to terminate all Distributor 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. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to EvolvHealth at its principal business address.

6. I may not assign any rights under the Agreement without the prior written consent of EvolvHealth. Any attempt to transfer or assign the Agreement without the express written consent of EvolvHealth renders the Agreement voidable at the option of EvolvHealth and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, EvolvHealth may, at its discretion, impose upon me disciplinary sanctions 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.

8. EvolvHealth, 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 EvolvHealth 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 EvolvHealth and its affiliates from all liability arising from or relating to the promotion or operation of my EvolvHealth business and any activities related to it (e.g., the presentation of EvolvHealth products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify EvolvHealth for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by EvolvHealth at its discretion, constitutes the entire contract between EvolvHealth 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 EvolvHealth of any breach of the Agreement must be in writing and signed by an authorized officer of EvolvHealth. Waiver by EvolvHealth 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 severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and EvolvHealth arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. EvolvHealth shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Distributor. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. Notwithstanding the foregoing, EvolvHealth shall be entitled to bring an action before the State or Federal Courts in Dallas County, Texas, seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights.

13. The parties consent to jurisdiction and venue before any federal or state court in Dallas County, State of Texas, for purposes of enforcing an award by an arbitrator, an action by EvolvHealth for equitable relief, 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 Distributor Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.

16. If a Distributor wishes to bring an action against EvolvHealth 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, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against EvolvHealth for such act or omission. Distributor waives all claims that any other statute of limitations applies.

17. I authorize EvolvHealth 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 of the Agreement shall be treated as an original in all respects.

#### NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram to EvolvHealth, Galleria Tower 2, 23rd Floor, 13455 Noel Road, Dallas, Texas 75240 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_



EvolvHealth, LLC. | Galleria Tower II, 23rd Floor | 13455 Noel Road  
Dallas, Texas 75240 | [www.evolvhealth.com](http://www.evolvhealth.com)