

PREFERRED CUSTOMER APPLICATION

Acceptance: I understand that the only economic prerequisite to become a Preferred Customer of ZYNDIO (“Zyndio” or “Company”) and/or its subsidiaries is the payment of the license fee of \$29.99 (USD) (plus any taxes, shipping and applicable management fees). This license is paid only once, and with its payment, a Preferred Customer may then obtain any of the two memberships available for a payment of: a one time payment of \$149.99 + \$99.99USD a month for the ZynEscape Program + \$19.99USD a month for travel portal access for a Gold membership; or a one time payment of \$499.99 + \$149.99USD a month for the ZynEscape Program + \$19.99USD a month for travel portal access for a Platinum membership. Choosing the option of Pro Back Office will result in a monthly charge of \$59.99.

These memberships contain products, services, and basic material for use of the product and development of the sales activity. Once paid and processed, the Preferred Customer may access the online membership and use or purchase the products or services that are available from Zyndio. Any purchase of additional product or services by a Preferred Customer is optional.

By joining, you authorize Zyndio to charge monthly fees to maintain your membership and continue to have rights and access to all products, services, and training materials. Preferred Customers recognize that the credit card they have on file with Zyndio will continue to be billed for my Gold Preferred Customer membership \$99.99 USD (ZynEscapes) and \$19.99 USD (travel portal access) or my Platinum Preferred Customer membership \$149.99 USD (ZynEscapes) and \$19.99 USD (travel portal access) starting on the day of acceptance of this agreement and every 30 days from the day of acceptance of this agreement until and unless that Preferred Customer cancels his/her membership with Zyndio.

You have read and agree with the terms and conditions of the Zyndio compensation plan and its policies and procedures, each of which are incorporated into this agreement (collectively “Contract” or “Agreement”). You also certify you are of legal age and fully authorized to enter into the Contract. You are also familiar with the return policy described in the policies and procedures and Terms and Conditions and accept that to cancel you must do so within 10 days after acceptance of your payment by Zyndio, and in that case you will receive a refund according to the terms and conditions outlined in the Agreement. The refund will be credited back to the credit card used in 45 days or less.

PREFERRED CUSTOMER CONTRACT

THIS LEGAL AGREEMENT (“AGREEMENT” OR “CONTRACT”) SET FORTH BELOW, GOVERNS THE USE OF YOUR ZYNDIO MEMBERSHIP (“Membership”), YOUR PERSONALIZED WEB SITE (“Web Site”), THE VIRTUAL ONLINE TRAVEL AGENCY (“Travel Agency”), THE PRODUCTS (“Products”) AND SERVICES (“Services”). TO ACCEPT THESE TERMS CLICK ON “I AGREE”. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT CLICK ON “I AGREE” AND DO NOT USE THE PRODUCTS AND SERVICES OF THE COMPANY.

Zyndio is the service provider for the Web Site, the Travel Agency, and Zyndio Membership, allowing you to buy Products and Services, exclusively to be used as a Preferred Customer under the Terms and Conditions set forth in this Agreement.

Requirements: The use of the Products and Services of Zyndio includes the ability to create agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT ELECTRONIC REQUESTS CONSTITUTE YOUR ACCEPTANCE AND INTENTION TO BE BOUND BY AND PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR ACCEPTANCE AND INTENTION TO ABIDE BY THOSE ELECTRONIC REQUESTS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS THAT ARE PERFORMED ON THE WEB PAGE, AT THE ONLINE TRAVEL

AGENCY, ZYNDIO MEMBERSHIP, OR ANY OTHER ELECTRONIC MEDIA OFFERED BY THE COMPANY, INCLUDING NOTICES OF CANCELLATION, POLICIES AND PROCEDURES, CONTRACTS AND APPLICATIONS.

The Company is not responsible for any typographical errors contained on its Web Site or in the Agreement or Contract.

Zyndio License: The Zyndio license is available to individuals 18 years of age or older. If you are NOT 18 years or older, for any other reason or by law unable to legally enter into this agreement, do not continue with the registration process (as the Company will not approve, or will revoke your Zyndio license, without notice). You acknowledge that the Zyndio license acquired in the process of applying to become a Preferred Customer of the Company constitutes a binding contract between you and the Company. You acknowledge that when you purchase the Zyndio license it is subject to the terms and conditions described in this Agreement.

Terms of Use: Zyndio is the service provider for the Web Site, Membership, the Travel Portal that allows you to buy Products and Services, as well as online digital content.

The use of the Web Site, the Travel Portal, and Zyndio membership to access the Products and Services of the Company requires compatible devices, Internet access and certain software (fees may apply); may require periodic updates; and it can be affected by the performance of these factors. High-speed Internet access is highly recommended for regular use and is required for video. We recommend using the latest version of any software. You agree to comply with all Company requirements, which may change periodically.

Registration process – your account: As a registered user of the services of Zyndio, you create an account (“Account”) at the time of registration. Never disclose your Account information to any third party. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account. You also agree to immediately notify the Company of any failure of security in your Account. The Company will not be liable for any loss arising from any unauthorized access to or use of your Account.

To purchase and download Products and Services from the Web Site, the Travel Agency and the Membership, you must enter the ID and password configured at the time you registered as a Preferred Customer both to authenticate your Account and be able to make purchases, changes or any downloads. Once you have authenticated your Account using the ID and password, you will not need to re-authenticate your Account again for twenty minutes; you can also choose to allow your computer to remember the password to stay authenticated. During this time, you can purchase and download Products and Services of the Company without having to re-enter your password.

You agree to provide accurate and complete information when registering and when using the Products and Services of the Company as well as to update your registration information to keep such information accurate and complete. You agree that the Company will store and use the registration information supplied in order to maintain and bill your Account. Any registration information will be subject to the provisions of the privacy policy of the Company under the Terms and Conditions of this Contract.

Availability of content: The Company reserves the right to change the content of the Web Site, the Travel Portal, and Membership (including the eligibility criteria for specific applications) without prior notice.

Modifications: The Company reserves the right to modify this Contract at any time and impose new or additional terms and conditions pertaining to the use that you make of the Web Site, Travel Portal, and Membership. These changes, additional terms and conditions will take effect immediately and

will become part of this agreement. **Your continued use of our Products and Services, as well as the use of our Web Site, Travel Portal, or any of our Zyndio membership**, is understood as an acceptance of those terms or new or additional conditions. **If you do not accept** the new terms and conditions you must stop using the Products and Services of the Company immediately.

Duration and renewal of the contract: The duration of this agreement is of one (1) year from the date of its acceptance by the Company, which will be the later of (i) the date on which you execute the contract electronically through the Internet by means of the procedure of registration of the Company and its reception and acceptance, (ii) the date the Company receives and accepts a computer record of your account, or (iii) the date on which the initial annual fee of the Zyndio license and platform is paid. Thereafter, the agreement will automatically renew for successive periods of one (1) year. You expressly agree that the credit card they have on file may continue to be billed for your Gold Preferred Customer membership \$99.99 plus \$19.99 USD or your Platinum Preferred Customer membership \$149.99 plus \$19.99 USD for your membership starting on the day of acceptance of this agreement and every 30 days from the day of acceptance of this agreement until you cancel your membership with Zyndio.

TERMS AND CONDITIONS

Preferred Customer

Purpose of Policies: Zyndio is a direct sales company that markets travel-related products and services through its Preferred Customers. Your success and the success of your other Preferred Customers is dependent upon the integrity of the individuals that sell, use and market our Products and Services. To define the relationship that exists between Zyndio and its Preferred Customers, and to set the standard for acceptable business conduct, Zyndio has established these Terms and Conditions.

Zyndio Preferred Customers are required to comply with all of the provisions set forth in the Agreement, as well as all federal, state, provincial, territorial, and local laws governing their Zyndio business and their conduct. It is very important that you read and abide by the Agreement. Please review this information carefully. It explains and governs the relationship between you, as a Preferred Customer and the Company.

You understand that, as a Zyndio Preferred Customer: You have the right to promote the sale of Products and Services of the Company in accordance with these Terms and Conditions. You have the right to register people as Preferred Customers of the Company, and when you do, you will comply with all applicable policies of the Company, including, but not limited to, the Terms and Conditions. You also agree that you will be honest and fair in all dealings as a Zyndio Preferred Customer and represent Zyndio Products, Services and Compensation Plan in an honest and realistic way.

FIRST – Preferred Customer: Preferred Customers are independent contractors and are not purchasers of a franchise or business opportunity. Preferred Customers are granted the right to promote the Products and Services or sell at retail, in accordance with the policies and procedures set forth in the Company's materials and the Terms and Conditions set forth in this Agreement. Each Preferred Customer shall establish his or her own goals, hours and business methods (in compliance with Zyndio policies). The use of fictitious or fake names is prohibited. The Company assigns a referral code to each Preferred Customer to identify each Preferred Customer for the purpose of carrying out any business relationship with the Company. The referral code of the

Preferred Customer must be used on all orders, communication and correspondence with the Company.

SECOND – Functions of the Preferred Customer – Preferred Customers are prohibited from selling Products and Services of other companies at Zyndio events or in connection with Zyndio marketing, and may not promote, represent, distribute or sell Products and Services that are similar or competing with the Products and Services of Zyndio. The Preferred Customer agrees to apply their best efforts for the promotion, sale and marketing of our Products and Services and that, to develop the full potential of sales, he or she will engage in the following functions at their own risk:

2.01 Promotion and Marketing: All Preferred Customers shall safeguard and promote the good reputation of Zyndio and its Products. The marketing and promotion of Zyndio, the Zyndio opportunity, the Compensation Plan, and Zyndio's Products and Services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. When attending Zyndio events or event associated with Zyndio, Preferred Customers must respect and follow the Zyndio code of ethics. Zyndio prohibits any Preferred Customers from enticing a prospect to join a particular sales team by showing copies of commission checks or copies of any commission statement. A Preferred Customer may not fax, email, mail or display any form of a copy of a commission check/statements to a prospective recruit. Zyndio has a strict policy against making false and exaggerated income claims or misrepresenting its Products/Services in any way. Zyndio approved advertising package prohibits any Preferred Customer from using the name Zyndio in advertising, except where specifically outlined.

To promote both the Products and Services, and the tremendous opportunity Zyndio offers, Preferred Customer must use the sales aids and support materials produced, provided by, or approved by Zyndio. Zyndio has carefully designed its Products, product labels, Compensation Plan, and promotional materials to ensure that each aspect of Zyndio is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws. If Zyndio Preferred Customer were allowed to develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting a Zyndio business is likely. These violations, although they may be relatively few in number, would jeopardize the Zyndio opportunity for all Preferred Customers. Accordingly, a Preferred Customer must not produce their own literature, advertisements, sales aids and promotional materials, business cards, or Internet web pages unless approved in writing by the Company prior to use. This also includes, but is not limited to merchandise and accessories such as hats, tee-shirts, etc. A Preferred Customer can submit all written sales aids, promotional materials, advertisements, and other literature (including proposed Internet advertising) to the Company for approval. Unless the Preferred Customer receives specific written approval to use the material, the request shall be deemed denied. Zyndio may monitor and document Preferred Customer promotional activity whether on the Internet, in print or through other means on an ongoing basis.

2.02 Non-disparagement: Zyndio wants to provide its Preferred Customers with the best products, compensation plan, and service in the industry. Accordingly, it values a Preferred Customers' constructive criticisms and comments. All such comments should be submitted in writing to Zyndio corporate. Remember, to best serve Preferred Customers, while Zyndio welcomes constructive input, negative comments and remarks made in the field or publicly by Preferred Customers about the Company, its Products, or Compensation Plan serve no productive purpose. For this reason, among others, Preferred Customers must not disparage, demean, or make negative remarks about Zyndio, other Zyndio Preferred Customers, Zyndio Products, the Compensation Plan, or Zyndio's directors, officers, or employees.

Preferred Customers shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Preferred Customers shall not publish post, unload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, materials or information. Preferred Customers shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contest, pyramid schemes or chain letters.

2.03 Sales Organization: Each Preferred Customer will maintain their own sales organization. The Preferred Customer may also participate in sales training programs. The Company also offers internal trainings to the Preferred Customers designed to ensure the development and implementation of methods applicable to the Products and Services, and its own network of Preferred Customers effective sales and distribution.

2.04 Promotional Printed Material: All Preferred Customers must provide all non-Zyndio printed materials that will be used in the promotion to Zyndio to the Company for pre-approval.

2.05 Authorization to use Image: Each Preferred Customer hereby authorizes the Company to use his or her name, photo, personal story and/or similarities in advertising/promotional materials and give the Company an indefinite royalty-free license to use photographs, videos and other images submitted to the Company, and therefore waive any claim or remuneration for such use.

2.06 General Conduct: The Preferred Customer will conduct their business at all times, so that it reflects a good image, favorable to the Company, and to the Products and Services. You will not use, practice, or will be dedicated to any commercial procedure that is misleading, that it will lead to the error, illegal or contrary to ethics and national or international commercial uses. It shall be duty of the Preferred Customer to comply at all times with laws and other legal provisions which apply to him in **any country** where the Company has business or presence. In addition, Preferred Customer agrees to comply with each and every one of the rules laid down in the manual of policies and procedures for the Company's Preferred Customers, and acknowledges to know and understand all of its terms. These policies for Preferred Customers can be freely modified by the Company at any time, without prior notice.

2.07 Harassment Zero-Tolerance Policy: Zyndio has a zero-tolerance policy regarding harassment of another person by a Zyndio Preferred Customer. Zyndio expects its Preferred Customers to treat each other, as well as potential Preferred Customers with dignity and respect. Violations of this policy include, but are not limited to:

- a. Intimidating, harassing, or other aggressive behavior;
- b. Causing repeated conflicts with Preferred Customers, competitors or Members of the public;
- c. Direct or veiled threats of harm.

Violations of this policy will result in termination. If you are a victim of such behavior, it is important to respond appropriately and notify Zyndio's Compliance Department immediately with detailed information about the incident at compliance@zyntravel.com, or in writing to Zyndio Compliance, 14362 N. Frank Lloyd Wright Blvd., Suite 2135, Scottsdale, Arizona 85260.

THIRD – Purchases, Products and Services

3.01 Prices – The Price for each product and service will be based on the price list in effect on the date of payment of the respective orders and minimum quantities per order. All prices and minimum quantities per order are subject to change by the Company and any change of this nature will be applicable to the purchase of orders received by the Company from the effective date of the notice. The difference between the selling price to the Preferred Customer by the Company and the selling

price to the public by Preferred Customer, minus operational expenses will be the retail profit that the Preferred Customer shall receive according to his membership benefits, for its activities of distribution, promotion, sale or recommendation of this products. The Company will supply the Preferred Customer with a suggested retail price for its products and services.

3.02 Responsibility: Each Preferred Customer recognizes the risks and benefits associated with this business venture. Accordingly, you release Zyndio, its affiliates, directors, officers, owners, partners, officers, employees, assigns and Developers (collectively "Affiliates"), from all claims for damages, direct or indirect, including consequential or any other loss incurred or suffered by a Preferred Customer as a result of:

- A) A Preferred Customers breach of this Contract, or the terms and conditions of the policies and procedures;
- B) The business operations of Zyndio or any Preferred Customer;
- C) Any incorrect data or information provided by a Preferred Customer;
- D) Failure to provide any information or data necessary for the Company to operate its business nationally or internationally including, but not limited to, recruitment and acceptance of a Preferred Customer within the Compensation Plan, or the payment of bonuses or bonuses.

3.03 Previous Orders: To pre-order products, you **authorize** the Company to automatically debit your account and activate or download the product or service when available. You may cancel your order prior to delivery.

FOURTH – Duration

4.01 Term and Termination: You agree that this Agreement has an indefinite duration. However, either party may unilaterally terminate the Agreement at any time and without cause (and without refund), giving notice in writing to this effect 30 calendar days in advance to the other party. If the Preferred Customer terminates this Agreement, he or she must wait 12 months before reapplying to become a Preferred Customer, and in this case the new contract shall be subject to the approval of the Company.

In the event of default by the Preferred Customer of any of its obligations under this agreement, the policies and procedures of the Preferred Customer or the code of ethics, the Company may terminate this Agreement immediately by written notice given to the Preferred Customer without prejudice to the rights and claims which the Company may assert against the Preferred Customer.

4.02 Effects of Termination: Upon termination of this Agreement, the Preferred Customer will no longer be affiliated with the Company and neither party will have any right, subsequent to termination, against the other, except concerning pending debit and other similar rights which, remaining even after the termination of this agreement. Upon termination of the relationship, Preferred Customer agrees to immediately:

- A) Stop the use of all Zyndio trademarks, trade names, as well as all signs, tags, stationery or publicity reference to or related to any product or service, plan, or program of the Company.
- B) Not perform or act as a Preferred Customer of the Company.
- C) Immediately forfeit all rights to their organization, sponsorship and position in the Compensation Plan, and all upcoming and future compensation and profits.
- D) Take all actions requested by the Company for the protection of confidential information owned by the Company.

E) Indemnify and hold harmless the Company for any claims related in any way to the Preferred Customer.

FIFTH – Sales Requirements

5.01 Product Sales: The Zyndio Compensation Plan is based upon the sale of Zyndio products and services to End Consumers. Preferred Customer must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. The sales requirements set forth in Zyndio's Compensation Plan must be satisfied for Preferred Customers to be eligible for commissions.

Preferred Customers must satisfy the Qualified Sales requirements as specified in the Zyndio's Compensation Plan in order to receive bonuses or commissions.

5.02 No Territory Restrictions: There are no exclusive territories granted to any Preferred Customer.

5.03 Sales Receipts: All Preferred Customers must provide their retail customers, who do not purchase online, with two (2) copies of a Zyndio sales receipt at the time of the sale. In addition, Preferred Customers must orally inform the buyer of his or her cancellation rights.

Preferred Customers must ensure that the following information is contained on each sales receipt: (1) the date of the transaction; (2) the date by which the buyer may give notice of cancellation; and (3) name and address of the selling Preferred Customer.

5.04 Return of Products by Preferred Customers: Zyndio offers a 10 day money back guarantee on a Zyndio membership purchased by a Preferred Customer.

Except during the first ten (10) days, no refund will be made on cancellation for the purchase of services that the Preferred Customer has personally used. If the purchases were made through a credit card, the refund will be credited back to the same account in 45 days or less.

The Company reserves the right to recover sales volume credited or commissions paid to a Preferred Customer and to adjust rank advancement any time a purchase or any kind that was commissionable or contributed to sales volume that is refunded.

Zyndio offers a 3 day refund policy for its ZynEscapes, Pro back office, as well as for the subscription to VIP access (annual billing).

The one-time \$29.99 license fee and the monthly \$19.99 travel portal access fee are non-refundable

SIXTH – Sales Materials, Trade Names and Trademarks

6.01 Sales Materials: The Company will sell or provide the Preferred Customer promotional materials and technology, related to products, at prices assigned by the Company. Such materials shall be subject to revision or change, at any time, without notice. The Preferred Customer may not reproduce, alter, include or mention any additional information in these materials without express written approval from the Company.

6.02 Trademarks and Trade Names: The Preferred Customer agrees hereby that, for the fulfillment of its obligations set forth in this agreement, all brands, trade names and the names used by the Company in the Products and Services, will be identified as the goods and services of the Company offered by the Preferred Customer. The Preferred Customer recognizes and acknowledges that he or she does not own any rights on these brands and names, and supports and recognizes the popularity of this brand and names of the Products and Services of the Company around the world.

Preferred Customer agrees to not take any action that is inconsistent with, or against, the exclusive rights of the Company in such trademarks and trade names.

6.03 Distribution Alteration: The Preferred Customer will not use or provide to other customers or consumers any material that has not been produced or approved in writing by the Company, for use in connection with the sale of Products and Services. In any event, Preferred Customer will not alter or remove from any Company product the packaging and/or labels that provides information for end users of the products. Preferred Customer will deliver to each client or other customer appropriate material relating to each product and service, in the first delivery of product to each customer. When the Company updates any literature or materials, wherever appropriate the Preferred Customer will replace the outdated material that has been previously distributed.

SEVENTH – Terms and Conditions

7.01 Delivery: Delivery of Products and Services will typically be accomplished online or in virtual form. The ownership and risk of loss of the goods and services purchased under this contract shall pass to the Preferred Customer upon delivery of the products to the Preferred Customer.

7.02 Acceptance: The Preferred Customer shall inspect all goods and services immediately upon receipt to check for missing, incorrect inaccessible, or damaged products, and must immediately report any issues to the Company.

7.03 Taxes: Federal, state, local taxes and any other applicable government type (such as sales tax, value added tax or similar), and taxes on personal property, fixed on the products once delivered to the Preferred Customer shall be the responsibility of the Preferred Customer. However, in the event that a Preferred Customer receives, in a specific year, **\$600** or more in bonuses, Preferred Customer authorizes the Company to withhold taxes generated in the countries where the Company has operations, to protect the taxes that apply to the operation of Products and Services for sale, or payment of bonuses among others, in countries where there are customers or Preferred Customers. Before payment can be sent to a Preferred Customer in the U.S. where bonuses exceed \$600 dollars, the Preferred Customer must provide the Company with a valid social security number.

7.04 Limitation of Liability: Despite any provision to the contrary contained in this agreement, in no event will the Company be liable for any indirect, incidental or consequential damages related to acts of the Preferred Customers, or company or the company's products, and in no case may the liability of the Company (whether such liability arises from a relationship based on contract, warranty, tort, or any other basis), exceed the actual amount paid by the Preferred Customer to the Company for that product.

7.05 Claims of Perceptions: The Preferred Customers must always explain or describe, in a truthful and accurate way, the compensation plan. No claims of past, current or potential earnings will be made or estimated as an indicator or guarantee of future success. Bonuses should not be used as marketing materials. Preferred Customers will not guarantee bonuses or estimated costs to any potential Preferred Customer. You also understand that your participation in Zyndio does not warrant or ensure any profit or success and that many Preferred Customers will earn NO income. You also certify that Zyndio has not made any guarantee of income or success to you.

7.06 Compensation Accreditation: Compensation or bonuses that have been paid to Preferred Customers, but that relate to Products and Services returned to the Company, shall earn no bonus or compensation, and shall then constitute an obligation for the Preferred Customer, who shall reimburse such amounts to the Company. The Company shall have the right to offset amounts based on potential or actual returns, against amounts due to any applicable Preferred Customer.

EIGHTH – Various

8.01 Independent Contractor: The Preferred Customer is an independent contractor, or as he is known in other parts of the world “Commercial Preferred Customer” and in no way is, an agent, representative or employee of the Company, and will not act as such, nor give a reason to anyone to believe so. As an Independent contractor, a Preferred Customer agrees not to make any statement of any kind in the name and in representation of the Company. The Preferred Customer agrees to indemnify the Company for each and every one of the claims, liabilities or damages resulting from or arising out of the violation of this agreement by the Preferred Customer, or which in any other way be attributable to any act or omission of the Preferred Customer or its agents or employees.

8.02 Non-Exclusive: The Company reserves the right of address directly, and without obligation that originates right, benefit or remuneration whatsoever for the Preferred Customer, Preferred Customers on his network or organization of Preferred Customer who comes directly to the Company. Also, the Company shall have the right to contract with one or more persons or companies the distribution of Products and Services being expressly agreed by both parties that exclusive rights of any nature in any territory shall not be granted to the Preferred Customer.

The Preferred Customer can increase its organization or network of Preferred Customers under its own sponsorship inviting other people wishing to act as Preferred Customer of the Company according to the policies and procedures for Preferred Customers and other rules set by the Company.

8.03 Assignment: The rights and duties of the Preferred Customer in accordance with the contract, cannot be assigned in whole or in part, without the express, written consent of the Company prior to any assignments.

8.04 Requirement of Terms: Any omission to a term of this contract, from time to time, or failure to assert or claim any provision thereof, may not be interpreted or considered as a waiver of such provision or the right of such party to subsequently demand that each and every one of the provisions contained in this agreement, including compensation for damages that have been caused to the Company, be strictly adhered to.

8.05 Exclusivity of Services/Non-Solicitation: You are free to pursue any and all outside activities and/or employment. During the term of this Agreement, however, you will not, directly or indirectly, own, manage, operate or control, participate in the ownership, management, operation or control of, or be connected with, as a shareholder, director, officer, employee, sales representative, distributor, partner, agent, or consultant of any profit or non-profit business, firm, entity or organization that competes, directly or indirectly, with, or is similar to, the business of Zyndio (including, but not limited to, another multi-level marketing or direct sales organization) without Zyndio’s prior written authorization. Additionally, during the term of this Agreement and for an additional one (1) year beginning upon the termination hereof, you agree not to directly or indirectly solicit or encourage other Zyndio Preferred Customers, consumers, or employees of Zyndio to join another direct sales organization. This also includes the contact of members via social media by using your account, fan page, or a “dummy” account which you operate.

8.06 Confidential Information: The Preferred Customer agrees not to disclose to any person or in any manner for a period of 2 years following the termination of this agreement, any information concerning customers or markets, marketing systems, policies of the Company, or the composition, manufacture or development of its Products and Services. In general, any information that the Company divulges in confidence to the Preferred Customer is confidential and Customer agree they will not use such information for any purpose different than the Zyndio business or the fulfillment of this contract.

8.07 Totality of Contract: This Agreement supersedes and cancels any previous agreement between the parties, and may not be reformed, altered or changed, except by an agreement in writing, signed by both parties.

8.08 Headings and Sub-Headings: Headings and sub-headings of this agreement are for the convenience of the parties only and do not form an integral part thereof and in no way limit and extend the terms and provisions of this agreement.

8.09 Class Action Waiver: YOU AND ZYNDIO EACH HEREBY ACKNOWLEDGE AND AGREE THAT ANY CLAIMS AND/OR ACTIONS OF ANY KIND SHALL BE BROUGHT SOLELY IN THAT PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A LEAD PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AND ZYNDIO FURTHER AGREE THAT THE APPOINTED ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PERSON'S OR PARTY'S CLAIMS AND ACTIONS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

8.10 Authorization to use Personal Information: By completing and submitting this application, I authorize Zyndio to transfer and disclose any personal or confidential information I have provided to Zyndio in connection with my application to become a Preferred Customer and in relation to my Preferred Customers or my downline organization of Marketing businesses, that I have developed or provided to Zyndio as a result of my work as a Preferred Customer, its parent Company and affiliates, partners, licensees, agents and vendors and other Zyndio Preferred Customers who may or may not be in my immediate upline up or downline, as needed to ensure adequate support for the Zyndio business and the applicable government or regulatory agencies, if it is required by law. I also authorize Zyndio its parent and/or affiliated companies and other advocates of Zyndio to contact me by email through my email address and/or by text message to the phone number which I have supplied on this application. I understand that this type of emails and/or text messages may include offers and applications for the sale and purchase of products, sales aids and services of Zyndio. I also authorize Zyndio to use my personal information for the recognition and Preferred Customer marketing materials and to submit my name and phone number in response to a client request for a Preferred Customer in my area. If this information should not be given away, I agree to notify Zyndio that I do not wish to share this information through written notification by email to support@zyntravel.com. I agree to obtain, register, use, maintain, transfer, alienate and process personal information about customers, other Zyndio Preferred Customers or anyone else (obtained from anyone or anywhere), only in accordance with the agreement. Except when provided by Zyndio otherwise, I understand that (i) I will only use such personal information for my Zyndio business and for no other purpose, (ii) I must fulfill my obligations with respect to the privacy and security of data as set out in the contract, and (iii) I will meet the security and data privacy obligations imposed on Zyndio under laws regarding such information.

8.11 Notices: All notices and other communications that must be made or given pursuant to this agreement, will be made in writing and shall be sent by electronic mail, postage prepaid, certified mail to the addresses indicated at the beginning of this agreement or to the email address indicated in this agreement. Any party shall be entitled to change its address by notice in writing, and if is transmitted in the manner referred to in this subsection, shall take effect 10 days after the date that is deemed effective. Once this information is received, the Preferred Customer will be notified that the change was accepted and shall take effect the next business day after approved change.

8.12 Dispute Resolution – Binding Arbitration:

A) Procedure For Mandatory Mediation And Arbitration. With respect to any dispute between the Parties that arises out of, or relates in any way, in whole or in part, to this Agreement, including without limitation the creation, sale, purchase, content, functionality, value, use or consequences of

use of the Products, or to this Agreement, or the breach thereof, including without limitation, any tort claim, including fraudulent inducement of this Agreement or the dispute resolution provisions contained herein (“Claim”), the Parties agree:

- 1) First, to try, in good faith, to settle the Claim through informal negotiations;
- 2) Then, if such negotiations are not promptly successful, to try in good faith to settle the Claim by private mediation administered in Phoenix, Arizona, by the American Arbitration Association (AAA), unless otherwise agreed by the Parties to use a non-AAA mediator;
- 3) Finally if such mediation does not result in a resolution of the Claim, then Zyndio may demand, as the sole and exclusive means and forum to resolve the Claim through, binding arbitration by a single arbitrator, such arbitration to be conducted in Phoenix, Arizona, and administered under the Commercial Arbitration Rules of the AAA. The Arbitrator may be the person who previously served as mediator, but only with the consent of all parties to the arbitration.

C) Waiver of jury trial. This paragraph evidences an additional agreement to arbitrate disputes. Any dispute between the parties shall be subject to binding arbitration. This means, among other things, that any dispute, including, without limitation, in contract or tort, based upon, arising out of or relating to this agreement or to the relationship of the parties, or the sale of the products is subject to binding arbitration. In addition, all questions regarding the arbitration of the dispute, including whether the parties have agreed to arbitrate the dispute, shall be decided by such arbitration. This agreement to arbitrate all disputes between the parties applies even if some person or entity claims that this agreement is void, voidable or unenforceable for any reason. By agreeing to arbitrate, all parties are waiving their right to jury trial, their right to appeal and their right to conduct discovery (except as specifically set forth herein). This agreement to arbitrate shall survive the termination of this agreement. As provided under California code of civil procedure section 1290.4, the parties further agree that notice and service of any petition to confirm an arbitration award issued pursuant to this clause shall be sufficient if served by regular mail.

D) Application Of Federal Arbitration Act. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce, and that the Federal Arbitration Act (FAA) and, to the extent not inconsistent, the AAA’s Commercial Arbitration Rules as such Rules exist as of the time any Claim arises, shall govern the interpretation, enforcement and proceedings pursuant to this Dispute Resolution Paragraph, except as specifically set forth herein

E) General Rules For Arbitration:

- 1) Separate Claim Resolution. The Parties agree that no arbitration or other proceeding conducted pursuant to this Agreement shall allow class claims, or consolidation or joinder of claims or parties.
- 2) Qualifications Of Arbitrator. The Arbitrator shall be a practicing attorney or retired judge having at least 15 years experience with commercial litigation matters.
- 3) Timing Of Award. The Arbitrator’s award shall be made within 6 months following the appointment of an Arbitrator and the Arbitrator shall agree to comply with this schedule before accepting appointment.
- 4) Reasoned Award. The Arbitrators shall issue a reasoned written award reached only by strictly applying the rules of law to the facts.
- 5) Limitation On Damages. The Arbitrator shall be limited to awarding actual monetary damages only (as defined below) and SHALL NOT have the power to award special, incidental, indirect, punitive or exemplary or consequential damages whatsoever (including, but not limited to, damages for loss of money, lost profits, capital, or income, loss of confidential or other information, business interruption,

personal injury, loss of privacy, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the materials, systems, or the support services, or the provision of or failure to provide support services, or otherwise under or in connection with any provision of this Agreement, even if either of the Parties has been advised of the possibility of such damages. A Party's actual damages for purposes of this subparagraph shall be limited to the invoice amount of any receivable owed to Zyndio independent distributor or to the amount actually paid by Distributor for the materials or Systems, subtracting all income derived from the sale of Zyndio products. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law.

6) Applicable Rules And Discovery. The arbitration of any Claim will be governed by the discovery and summary judgment provisions in the Federal Rules of Civil Procedure (Rules 26 through 37 and 56) and the Federal Rules of Evidence shall be applicable to all presentations of evidence, provided however, that discovery will be limited to exchange of documents and depositions of Parties and experts only. Written interrogatories shall not be permitted.

7) Expenses Of Arbitration. Each Party shall bear its own costs and expenses, including legal fees and an equal share of the Arbitrator's fees and the administrative costs of the arbitration during the arbitration provided, however, that the Arbitrator shall have the power to award to the prevailing party in any arbitration, the Arbitrator's and the AAA's fees, but the Arbitrator shall not have the power to award attorney's fees or expert fees to any Party.

8) Jurisdiction And Venue. The Parties consent and submit to the exclusive personal jurisdiction and venue of the Superior Court and the United States District Court, both located in the County of Maricopa, State of Arizona, to compel arbitration of a Claim in accordance with this Agreement, or to enforce any arbitration award issued pursuant to this Agreement.

9) Confidentiality. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award or as necessary to give effect to res judicata and collateral estoppel, in which case all filings with any court shall be sealed to the extent permissible by the court. Nothing herein is intended to, or shall, preclude a Party from communicating with, or making disclosures to, its lawyers, tax advisors, auditors and insurers, as necessary and appropriate or from making such other disclosures as may be required by law.

10) Right To Opt Out Of Arbitration. Zyndio believes that the most efficient method of resolving Preferred Customer disputes is through neutral binding arbitration. Preferred Customer may, however, opt out of the obligation to arbitrate disputes by notifying Zyndio by e-mail at support@zyntravel.com within 30 days of execution of this Agreement.

11) Alternative to Binding Arbitration of Disputes. The following provisions shall apply to the resolution of any dispute between the Parties that is not subject to arbitration for any reason, including but not limited to: (a) Distributor's election to opt out of arbitration; (b) determination by a court of competent jurisdiction that the Paragraph "Separate Claims Resolution" is invalid; or (c) determination for any reason that the Paragraph "Procedure for Mandatory Mediation and Arbitration" is invalid, in whole or in part. If for any reason, the Parties do not arbitrate a dispute and instead are permitted to bring an action in Superior Court or in a U.S. District Court, the following provisions shall apply:

F) Waiver of Jury Trial. To the extent permitted by law, in connection with any action or proceeding, whether brought in state or federal court, the Parties hereby expressly, intentionally and deliberately waive any right they may otherwise have to trial by jury of any Claim.

G) Jurisdiction and venue, the Parties consent and submit to the exclusive personal and subject matter jurisdiction and venue in Maricopa County, Arizona.

H) Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided Louisiana law.

I) Judicial Reference. If the waiver of jury trial set forth hereinabove is not enforceable for any reason, then the Parties hereby agree that all Claims, including any and all questions of law or fact relating thereto, shall, at the written request of any Party, be determined by Reference as set forth herein below:

1) Selection or Appointment of Referee. The Parties shall select a single neutral referee, who shall be a retired state or federal judge. In the event that the Parties cannot agree upon a referee, the referee shall be appointed by the court.

2) Conduct of Reference. Except as otherwise provided in this Agreement, the Reference shall be conducted pursuant to California Code of Civil Procedure Sections 638 et seq. The referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Agreement. The referee shall report a statement of decision to the court. The Parties shall equally bear the fees and expenses of the referee, unless the referee otherwise provides in the statement of decision.

3) Provisional Remedies and Self-Help. No provision of this Agreement shall limit the right of any party to (i) exercise self-help remedies including, without limitation, set-off or (ii) to obtain or to oppose provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of the Reference. The exercise of, or opposition to, any such remedy does not waive the right of any Party to a Reference pursuant to this Agreement.

4) No Decision By Jury. The Parties hereby acknowledge that if a referee is selected or appointed to determine the Claims, then the Claims will not be decided by a jury.

5) Advice Of Counsel. The Parties recognize and understand that they are executing a legal agreement. Each Party represents that it has consulted legal and financial advisors, or that they have been given the opportunity to consult with such advisors prior to executing this Agreement.

6) Severability. If any one or more of the provisions contained herein shall for any reason be found by a court of competent jurisdiction or an arbitrator to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision. Notwithstanding the foregoing, if Paragraph 16(e)(1) entitled "Separate Claim Resolution" is found for any reason to be unenforceable, either party shall have the right, but not the obligation, to require that a Claim be resolved exclusively in a judicial proceeding in either the Superior Court of the United States District Court, both located in the County of Los Angeles, California, rather than through arbitration.

7) Limitations Of Actions. Notwithstanding any statute or other legal or equitable doctrine or authority to the contrary, no Claim shall be brought more than eighteen (18) months after the purchase of the Products.

8) Choice Of Law. This Agreement shall be governed by and interpreted in accordance with the Federal Arbitration Act, and shall otherwise be governed by and interpreted in accordance with the domestic law of the State of Arizona

8.13 Jurisdiction/Choice of Law: This Agreement shall be deemed to have been executed in and shall be interpreted, construed and enforced in accordance with the laws of the State of Arizona, and with respect to all claims that expressly excluded from enforcement under the terms of the Mediation

and Arbitration obligations set forth above, subject to the jurisdiction and venue only in the courts of Maricopa County, State of Arizona.

8.14 Severability: If any provision of this Agreement shall be unlawful, void or for any Reason unenforceable, it shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement, and the rights and obligations of the parties shall be enforced to the fullest extent possible.

You agree that you have read this Agreement and, understood and accepted each and every one of its clauses, without fraud, deception or error in consent and agree and acknowledge the content and scope of these terms and conditions along with the other steps and addendums to the Agreement.

You confirm your will and Agreement to become a Preferred Customer and be bound under this agreement and its terms and conditions is by clicking in 'I AGREE' or Accept or using Electronic Signature. Once done, the next step will be to pay the Zyndio license and the membership you have chosen. When the Company confirms your payment, the Company will confirm with an email that your transaction was successful (if it does not arrive in your inbox, you must look in the SPAM or junk mail folders), then your application has been accepted electronically, without the need for live signatures.

Zyndio Policies and Procedures

The Policies and Procedures of Zyndio contained herein were established to explain and define the rights and responsibilities of Zyndio and its Preferred Customers. Each Preferred Customer agrees, without reservation, to all the terms and conditions contained herein and to hold Zyndio free from any and all liability that may result from his or her relationship with Zyndio or this agreement between the Preferred Customer and Zyndio.

Cancellation and Refund Policy

Zyndio proudly stands behind its product and offers a 10 day money back guarantee (less any commissions paid or travel benefits utilized). There is no long-term commitment or timeframe in which a Preferred Customer must continue to remain active. Preferred Customers may cancel their membership at any time and for any reason simply by logging into their Zyndio back office, going to My Account, Member Services where they may follow the Cancel Membership link. Inactive Preferred Customers earn no bonuses or commissions. You may cancel your membership within 10 days of becoming a Preferred Customer to be eligible for a refund. A 3-day refund policy applies to the payment for ZynEscapes, Pro or VIP. You can cancel or downgrade your subscription within 3 days of the most recent charge and be eligible for a refund. Refunds are only given if the 3-day eligibility requirement is met and if the refund is requested. To request a refund, you must submit a help desk ticket including your Zyndio username or referral code. The refund will be credited back to the credit card used. For your Gold or Platinum membership, the refund may take up to 45 days to process. The one-time \$29.99 license fee and the monthly \$19.99 travel portal charge are non-refundable.

Anti-Spam Policy

To protect our Preferred Customers and ensure the long-term growth and success of Zyndio, Zyndio maintains a ZERO tolerance policy towards the sending of spam email. Spam email is defined as Unsolicited Commercial Email (UCE). In the event that you send spam email to people without their permission, you risk immediate cancellation of your account and forfeiture of all contacts in that account. As a Zyndio Preferred Customer, you understand that Zyndio neither condones nor

tolerates unsolicited or spam email. You understand and acknowledge that: It is ILLEGAL to forge headers on emails and it is ILLEGAL to neglect to include a valid functional unsubscribe link along with a valid mailing address in any emails sent out.

Anyone caught forging headers or not including a valid functional unsubscribe link will be immediately terminated from Zyndio. Zyndio also prohibits all Preferred Customers from including the name or website address in any emails. Preferred Customers are required to use a redirect link when directing prospects to their landing page. We also require all Preferred Customers to download their list of email addresses that have generated a complaint (that can be found in the Spam Policy link in the Preferred Customers section of the Zyndio website) and permanently removing such email addresses from their database. If Zyndio receive a complaint from the same email address as a previous complaint from an email that was sent more than a week after the original complaint was filed, Zyndio has the right to terminate your membership. You are solely responsible for email sent on your behalf. Zyndio also does not allow traffic from traffic exchange websites or other low quality traffic sources. Any Preferred Customer who has what Zyndio considers, by their own discretion, an abnormally low conversion percentage from hits to your landing page website to pre-enrollees may have their landing page websites turned off or be terminated from the Company.

Zyndio will immediately terminate your membership and suspend all future bonuses for violating these Spam Policies. Zyndio reserves the right to take legal action against any Preferred Customer found violating this Spam Policy. You will not be eligible for a refund if you are terminated for violating the Zyndio Spam Policy.

Income Disclosure

Zyndio Preferred Customers may participate in our compensation program as outlined on the Pay Plan page of the website. Bonuses are paid as outlined on the Pay Plan page of the website. All Preferred Customer understand BEFORE joining that there are NO GUARANTEED EARNINGS from the Matrix or Matching bonuses parts of the Pay Plan. Preferred Customer understand that any and all content on the website is not reflective of typical or exceeded earnings, but is to be used only for demonstration purposes and as a representation of company growth.

Preferred Customers should not participate in Zyndio with the expectation of earning income without referring new Preferred Customers, or making retail sales. Neither Zyndio, nor its Preferred Customers can guarantee “spillover” simply by becoming a Preferred Customer. Zyndio Preferred Customers should not participate in Zyndio opportunity if they are not planning on sharing the membership with others.

Most Preferred Customers earn less money each month in the compensation program than they pay for their membership. Although it is possible, Zyndio Preferred Customers should NOT expect to make a profit simply by becoming a Preferred Customer. Zyndio does not guarantee that Preferred Customers will earn a profit by implementing the training materials provided.

The Company-provided products are for educational purposes only. No Preferred Customer should spend money that they cannot afford to lose to purchase membership, advertising materials, or anything else related to Zyndio.

It is possible that you will NOT earn any income as a Preferred Customer of Zyndio:

A. EARNINGS. Bonuses are paid to Preferred Customers who qualify pursuant to the Pay Plan and who are in good-standing with the Company and compliance with the Contract. As the success of any Preferred Customer depends largely on the personal efforts of that Preferred Customer, the Company does not guarantee any level of profit or success, nor does it guarantee a Preferred

Customer a specific income. A Preferred Customer does not receive compensation for sponsoring or recruiting other Preferred Customers. The only way to earn Bonuses is through the sale of Memberships and through the sale of product and services.

B. Payment. The Company will pay Commissions to qualified Preferred Customers on Product orders which: (i) are received by the Company before the end of the respective week, and (ii) have been fully paid with appropriate payment.

1. Bonus are paid in the name of the Person or Business Entity listed in Payment Option link on the My Earnings section of the website. When no payment option is selected, the Preferred Customer be notified and commissions will be held until a selection is made.

2. All Bonuses are paid on every Monday for the 2 previous weeks activity. These weekly bonus will be accumulated from midnight central time on each Monday, through midnight central time of the next Sunday. All orders must be in before midnight pacific time Sunday to qualify for the previous weeks Bonus.

C. Returned or Unpaid Payments. The Company makes every effort to ensure that a Preferred Customer receives its Bonus payments. However, if a commission payment is unpaid due to insufficient information or other reasons beyond the control of the Company, the payment will be held for the benefit of the Preferred Customer for 90 days. After such 90 days, a monthly maintenance charge of \$10.00 will be deducted from the Preferred Customer's payment.

D. No Manipulation. Manipulation of the Pay Plan is not permitted and may result in disciplinary action. Manipulation of the Pay Plan includes, but is not limited to, a Preferred Customer purchasing, to qualify for various tiers or Bonuses, large quantities of memberships that are not sold through the direct marketing channel, placing orders in his/her Downline Organization, and any other actions that may violate state, federal or foreign anti-pyramid scheme laws. Such manipulations may, in the discretion of the Company, result in the suspension of commissions and termination of the Preferred Customer.

E. Deductions and Offsets. The Preferred Customer authorizes the Company to deduct fees from its Bonus as outlined on the Payment Option page and/or as deemed appropriate at the sole discretion of the Company. Compliance Policy Zyndio may change, alter, add, or detract conditions of membership, products, services, and compensation at any time and for any reason.

Zyndio reserves the right to terminate a Preferred Customer at any time for misconduct, unethical conduct, or for violating any Company policies regardless of fault. All disputes and claims relating to Zyndio, this Agreement, the Zyndio Pay Plan, or its products, the rights and obligations of an Customer and Zyndio, or any other claims or causes of action relating to the performance of either a Preferred Customer or Zyndio under the Agreement or the rules and regulations, and/or a Customer's purchase of products shall be adjudicated totally and finally in the State of Arizona, or such other location as Zyndio prescribes in accordance with Zyndio's Terms and Conditions.

Zyndio and its customers, officers, directors, employees, and other Preferred Customers shall not be liable for, and the Customer hereby releases the foregoing from and waives any claim for loss of profit, incidental, special, consequential, or exemplary damages which may arise out of any claim whatsoever relating to Zyndio's performance, non-performance, act, or omission with respect to the business relationship or other matters between the Customer and Zyndio whether sounding in contract, tort, or strict liability.