



**BioCertica**  
dna simplified

**DNACTIVATOR:  
APPLICATION & AGREEMENT**

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## BioCertica DNActivator Distributorship Application and Agreement

Please read the terms and conditions and check the box below to acknowledge that you read and understand them.

### A. DISTRIBUTORSHIP

1. **Becoming a Distributor:** Thank you for applying to become a BioCertica DNActivator Independent Distributor (“Distributor”). You will become a Distributor only when we (BioCertica Inc.) accept your application and enter your Distributorship into our records. The terms and conditions of our Agreement are found in this application, the Sales & Marketing Plan, Rules of Conduct (“Rules”) ([Rules & Conduct](#)), and other documents posted on [www.BioCertica.com](http://www.BioCertica.com) (collectively the “Materials”). We may revise the Materials from time to time in our discretion, so we encourage you to regularly visit [www.BioCertica.com](http://www.BioCertica.com). You may also call BioCertica DNActivator at +27 087 250 2272 for assistance in obtaining these Materials. You acknowledge that you will be required to successfully complete BioCertica DNActivator Distributor training in order to purchase BioCertica DNActivator products for resale, recruit others to become BioCertica DNActivator Distributors or Preferred Members, or receive multilevel compensation from BioCertica DNActivator. Training is available in the Learning Center at [www.BioCertica.com](http://www.BioCertica.com), or you may call BioCertica DNActivator at +27 087 250 2272.
2. **International Business Pack (IBP):** You purchased a new, unopened IBP along with this application. If you resign your Distributorship for any reason within twelve (12) months from the date BioCertica DNActivator accepted this application, you are entitled to a full refund of the cost of the IBP, including shipping costs. To obtain a refund, you may call BioCertica DNActivator at +27 087 250 2272 or submit the Inventory Repurchase Request Form available at [www.BioCertica.com](http://www.BioCertica.com) ([Repurchase of Inventory](#)).
3. **Term:** The term of the Agreement will be one year from the date this application was accepted by us, renewable annually, so long as you comply with certain requirements such as payment of an Annual Services Fee or completion of additional business training. You may cancel your Distributorship at any time by notifying BioCertica DNActivator in writing at [usarecadmin@BioCertica DNActivator.com](mailto:usarecadmin@BioCerticaDNActivator.com). You may also contact BioCertica DNActivator at +27 087 250 2272 for more information. BioCertica DNActivator may terminate your Agreement if it determines that you or others participating in your Distributorship have violated the Agreement.
4. **Inventory Refund:** If you decide to resign your Distributorship for any reason at any time, you are entitled to a full refund for any unopened product you purchased during the previous twelve (12) month period. The amount you will be refunded includes the cost of the product, any taxes you paid on the purchase, and the cost of shipping, both the initial delivery and return shipping costs. To obtain a refund, please call BioCertica DNActivator at +27 087 250 2272 or submit the Inventory Repurchase Request Form available at [www.BioCertica.com](http://www.BioCertica.com) ([Repurchase of Inventory](#)).
5. **Self-employed:** As a Distributor, you are a self-employed independent contractor deciding, among other things, your schedule, how much time you wish to devote to your business, your expenses, and methods of operation. As an independent contractor, you are not an employee, agent, franchisee, fiduciary, or beneficiary of BioCertica DNActivator or any other Distributor. You acknowledge that as an independent contractor, you will have no rights or benefits that an

employee of BioCertica DNActivator may have, nor will you make any claim to the contrary.

## B. UNDERSTANDING THE BioCertica DNActivator BUSINESS OPPORTUNITY

- 1. Diligent Inquiry:** A successful BioCertica DNActivator Distributorship involves hard work, diligence, and the development of business skills as your business grows. You agree to carefully review the Materials so you will be informed about the potential risks, benefits, and Rules applicable to your Distributorship.
- 2. Compensation You Might Earn:** The Statement of Average Gross Compensation is the only authorized representation of Distributor earnings, and you acknowledge that you are not relying upon any other written or oral information or representations about the financial results you might achieve. You are aware that you will earn no compensation or other economic benefit solely by enrolling or recruiting other Distributors. If you choose to build and maintain a sales organization by sponsoring other BioCertica DNActivator Distributors, you may receive payments from BioCertica DNActivator based, among other things, on those Distributors' profitable retail sales to their customers. This multilevel compensation opportunity is detailed in the BioCertica DNActivator Sales & Marketing Plan, which is available at [www.BioCertica.com](http://www.BioCertica.com) or by calling BioCertica DNActivator at +27 087 250 2272 ([Sales & Marketing Plan](#)).
- 3. The Only Required Purchase:** The only required purchase to become a BioCertica DNActivator Distributor is the IBP. All product purchases are optional. You are never required to purchase a minimum quantity of products, maintain an inventory, or attend meetings or events. We believe that you can advance in the Sales & Marketing Plan without incurring debt. For more information, please see the Business Tools and Other Optional Expenses available at [www.BioCertica.com](http://www.BioCertica.com) or by calling BioCertica DNActivator at +27 087 250 2272 ([Business Tools and Other Expenses](#)).
- 4. Sales Aids and Business Tools:** We do not recommend that you purchase sales aids. In addition, you may not promote, buy or sell, business opportunity leads, or product leads from any source. For more information, please see the Business Tools and Other Optional Expenses available at [www.BioCertica.com](http://www.BioCertica.com) or by calling BioCertica DNActivator at +27 087 250 2272 ([Business Tools and Other Optional Expenses](#)).
- 5. Sale of Products:** By becoming a Distributor, you are representing the BioCertica DNActivator brand, and you agree that you will promote the sale of BioCertica DNActivator products only in a manner that enhances the reputation of BioCertica DNActivator, your business and the BioCertica DNActivator businesses operated by other Distributors. Your advancement will only come from profitable retail sales of BioCertica DNActivator products by you or other Distributors that you might sponsor, to retail customers for their genuine consumption.
- 6. Leased or Purchased Commercial Locations:** While it is not necessary to conduct your BioCertica DNActivator business from a commercial location, some Distributors lease or purchase a commercial location to, for instance, operate a BioCertica DNActivator BioClub, fitness facility, or office. Operating from a commercial location involves expense and financial risk. Therefore, we require that before you lease or purchase a commercial location, you must be a BioCertica DNActivator Distributor for at least twelve (12) consecutive months. You must also complete additional BioCertica DNActivator training and prepare and retain a business plan. Information about training and the interactive business plan is available in the Learning Center at [www.BioCertica.com](http://www.BioCertica.com), or you may call BioCertica DNActivator at +27 087 250 2272.

## C. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- 1. Limited Revocable License:** You are hereby granted, during the term of your Distributorship, a limited, revocable license to use BioCertica DNActivator's trade name, logo, trademarks, and certain intellectual property only to the extent expressly permitted under the terms of the Agreement or otherwise by BioCertica DNActivator in writing, and only in connection with the conduct of your Distributorship and for no other purpose.
- 2. Confidential Information:** During the term of your Distributorship, you and your spouse or Life Partner will hold in strict confidence and trust for the exclusive benefit of BioCertica DNActivator any trade secrets, formulas, business plans, customer lists, Distributor information, any other confidential or proprietary business information, and any other information of commercial value provided by BioCertica DNActivator ("Confidential Information"). You acknowledge and agree that you will not use Confidential Information, directly or indirectly, for any purpose other than the conduct of your BioCertica DNActivator Distributorship, and you will take reasonable care to protect Confidential Information.
- 3. Non-Solicitation:** In recognition of your access to and/or possession of Confidential Information, while you are a Distributor, neither you nor your spouse or Life Partner may solicit or promote the products or business opportunity of another multi-level marketing or direct-selling company to any BioCertica DNActivator Distributor,

Preferred Member or customer.

- 4. Use of Your Image:** You hereby authorize BioCertica DNActivator to record your image at BioCertica DNActivator events, and you grant to BioCertica DNActivator a limited license to use your name, photograph, video image, personal story and information that you provide to BioCertica DNActivator, in BioCertica DNActivator promotional or other materials. You hereby waive all claims for payment for such use.

## D. ELECTRONIC DISCLOSURES

### 1. CONSENT TO ELECTRONIC DISCLOSURES

I agree that all documents, including but not limited to, this Agreement, as well as all notices, disclosures, and records (collectively, "Disclosures") relating to my account with BioCertica DNActivator may be sent to me electronically at the email address indicated by me in the account registration form or by viewing the Disclosures on BioCertica DNActivator's website. Alternatively, BioCertica DNActivator may provide me with Disclosures via fax or in the mail.

### 2. WITHDRAWAL OF CONSENT TO ELECTRONIC DISCLOSURES

I may withdraw my consent to electronic Disclosures in the future at any time without charge. To withdraw my consent, I may fax BioCertica DNActivator at +27 087 250 2272 or write BioCertica DNActivator South Africa at Unit 18 **Cecilia Square** Phase 2, 100 **Cecilia Street**, Paarl, 7646. and indicate my wish to receive all future communications in writing. BioCertica DNActivator will notify me once my change request is processed.

### 3. TECHNICAL REQUIREMENTS FOR ELECTRONIC DISCLOSURES

To access Disclosures electronically and print copies of these Disclosures for my records, I must have Internet access and a printer access. I agree that I can access the Internet and a printer or make hard copies of my information and records (the "Hardware").

BioCertica DNActivator uses a Secure Socket Layer (SSL) system that supports 128-bit encryption. In order to submit an Online Distributorship Application, you must have the hardware and/or software to support 128-bit encryption.

Please make a copy of this Agreement, including the Online Distributorship Application and Agreement, for your records. I may also save an electronic copy of this document to my hard drive. I may also obtain a copy of the foregoing from [www.BioCertica.com](http://www.BioCertica.com) by mailing [distribution@biocertica.com](mailto:distribution@biocertica.com).

### 4. CONTACT INFORMATION

I agree to promptly notify BioCertica DNActivator of any changes in my address information by faxing BioCertica DNActivator at +27 087 250 2272, by writing to Unit 18 **Cecilia Square** Phase 2, 100 **Cecilia Street**, Paarl, 7646, or by accessing one of BioCertica DNActivator's websites and changing my personal information.

## E. ARBITRATION AGREEMENT

- 1. Overview:** BioCertica DNActivator will try to resolve any dispute amicably and informally. However, if a dispute cannot be resolved informally, you and BioCertica DNActivator agree, subject to Sections 2 and 3 below, to resolve the dispute solely and exclusively by binding arbitration. Arbitration proceedings are designed to provide parties with a fair hearing that is faster and less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for limited discovery, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. The following provisions are referred to as the "Arbitration Agreement."
- 2. Jury and Class Action Waiver:** You and BioCertica DNActivator both waive the right to trial by jury. Also, any arbitration under the Agreement shall occur individually; class or representative actions shall not be permitted. If the foregoing provision is, for any reason, found to be unenforceable, then the Arbitration Agreement shall be null and void (but the Agreement shall remain in full force and effect).
- 3. Scope:** You and BioCertica DNActivator agree, with two exceptions, to arbitrate all disputes and claims between each other, including, without limitation, disputes or claims arising out of or relating to the Agreement, the Rules of Conduct, Sales & Marketing Plan decisions, relationships with other Distributors, and the purchase, sale or use

of BioCertica DNActivator products, and regardless of whether the dispute or claim arose before your contractual relationship with BioCertica DNActivator. The two exceptions are: (1) either party may sue in court to enjoin infringement or another misuse of intellectual property rights, and (2) you may bring an individual action for monetary damages (but no other relief) in small claims court where permitted by law.

- 4. Applicable Rules:** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Any arbitration that is commenced pursuant to this Arbitration Agreement is governed by the Commercial Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), except as modified herein, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to the BioCertica DNActivator Notice Address, 1013 Centre Road, Suite 403-A, Wilmington, Delaware, USA 19805, Office of the General Counsel, BioCertica Inc.
- 5. Commencing Arbitration:** Forms and instructions for giving notice and commencing arbitration can be obtained at <http://www.adr.org>, by calling the AAA at 1-800-778-7879, or by writing to the BioCertica DNActivator Notice Address. If either you or BioCertica DNActivator are sued in arbitration, they may assert any counterclaims they may have against the other party.
- 6. Arbitration Fees:** For any arbitration initiated by you in accordance with the AAA Rules, BioCertica DNActivator will pay all administration and arbitrator fees and will promptly reimburse you for any initial filing fee unless (i) you seek more than \$75,000 in damages, or (ii) the arbitrator finds that your claim or demand for relief is frivolous or was brought for an improper purpose under the standards of Federal Rule of Civil Procedure 11(b), in which case the payment of fees will instead be governed by the AAA Rules and you must reimburse BioCertica DNActivator for any payments that would have been your obligation to pay under the AAA Rules.
- 7. Arbitration Procedure:** All arbitration procedures, including, without limitation, representation by counsel, determinations of arbitrability, selecting and communicating with the arbitrator, discovery, confidentiality, pre-hearing conferences, and evidentiary hearings, will be governed by the AAA Rules. **Note: As explained in the AAA Rules, the arbitrator shall determine the scope and enforceability of this Arbitration Agreement and the arbitrability of any disputes.** Hearings will take place in the county (or parish) where you reside unless the parties agree otherwise.
- 8. Arbitration Award:** The arbitrator shall issue a written award in accordance with the AAA Rules but may only award declaratory or injunctive relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. Regardless of whether attorneys’ fees and costs are recoverable by law, BioCertica DNActivator will pay your reasonable attorneys’ fees and costs if the arbitrator issues an award in your favor unless BioCertica DNActivator made a written settlement offer worth more than your award before an arbitrator was selected. BioCertica DNActivator will be responsible for its own attorneys’ fees and costs.
- 9. Amendments:** No amendment or modification of the Agreement will apply to claims that have accrued or are otherwise known to BioCertica DNActivator at the time of the amendment or modification.

## **F. MISCELLANEOUS LEGAL PROVISIONS**

- 1. Transfers:** Your Distributorship, or any interest in your Distributorship, may not be transferred or assigned unless authorized in writing by BioCertica DNActivator in its sole discretion as provided in the Rules. BioCertica DNActivator may assign this Agreement at its discretion.
- 2. Representations and Warranties:** You represent and warrant that you have not been convicted of a crime involving dishonesty, moral turpitude, or violence to others. You acknowledge and agree that you are applying to become a BioCertica DNActivator Distributor solely for the business opportunity and use of BioCertica DNActivator products and not for any other purpose.
- 3. Damages:** To the fullest extent allowed by applicable law, neither party shall be liable to the other for any incidental, consequential, special, exemplary, or punitive damages under any legal or equitable theory, regardless of whether the possibility of such damages is known by either party.
- 4. Waiver and Delay:** No failure, refusal, or neglect of BioCertica DNActivator to exercise any right, power, or option under this Agreement with you or any other Distributor shall constitute a waiver of the provisions or a waiver by BioCertica DNActivator of its rights at any time under the Agreement.
- 5. Severability:** Except as otherwise provided in paragraph 2 of the Arbitration Agreement, if any provision in the Agreement is found to be invalid, illegal, or unenforceable in any respect, it shall be severed from the Agreement and have no effect on the remainder of the Agreement, which shall remain in full force and effect. Further, there shall be

added automatically as part of the Agreement a provision as similar as possible to the severed provision that would be legal, valid, and enforceable.

- 6. Choice of Law:** The Agreement, and any dispute arising from the relationship between you and BioCertica DNActivator, shall be governed by Delaware substantive law without the application of conflict of law principles, except that the interpretation and enforcement of the Arbitration Agreement shall be governed by federal law.
- 7. Indemnification:** You will indemnify, defend and hold BioCertica DNActivator harmless from any suit, action, demand, prosecution, or claim, including all costs, liabilities, and damages relating to or arising from your breach of the agreement or the conduct of your BioCertica DNActivator Distributorship. BioCertica DNActivator may, among other things, offset amounts you are owed to satisfy any obligations arising under this indemnity.
- 8. Claims Between Distributors:** BioCertica DNActivator shall not be liable to you for any cost, loss, damage, or expense suffered by you directly or indirectly as a result of any act, omission, representation, or statement by another Distributor.
- 9. Binding Terms:** The Agreement shall be binding upon and inure to the benefit of the parties, their heirs, and permitted successors in interest.
- 10. Privacy and Data Protection:** BioCertica DNActivator collects, uses, and shares personally identifiable information (“PII”) of Distributors as set forth in the Rules and our Privacy Policy, located at [www.biocertica.com](http://www.biocertica.com) under Privacy Policy. We do so to fulfill our obligations under this Agreement and for the other purposes described in the privacy statements referenced. As a Distributor, some of your PII may be shared with other Distributors entitled to receive information about persons that may impact their earnings. Contact us at +27 087 250 2272 or [info@biocertica.com](mailto:info@biocertica.com) for more information.
- 11. Cancellation:** Important Notice Regarding Right of Cancellation. You, the buyer, may cancel this transaction at any time before midnight of the third business day after the transaction date. See the attached notice of cancellation form for an explanation of this right. ([Notice of Cancellation](#))