



# FLASH BRAND LEADER INDEPENDENT DISTRIBUTOR AGREEMENT

Av. Insurgentes Sur #1602 piso 10 Oficina 1001  
Col. Crédito Constructor Del. Benito Juárez  
C.P. 03940, México D.F.

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This FLASH Brand Leader Independent Distributor Agreement is entered into by and between Oportunidad ACN México, S. de R.L. de C.V. ("FLASH"), a limited liability company duly incorporated and existing in accordance with the laws of Mexico, and the person or entity whose name is listed as the applicant on this FLASH Brand Leader Independent Distributor Application and Agreement ("Applicant" or "FBL").

**1. Representations by Applicant.** I, the undersigned Applicant, represent that (i) I am a Mexican resident, of legal age, and have the legal capacity to enter into this agreement or, as the case may be, it is a company duly incorporated and existing in accordance with the laws of Mexico as documented in the attached Business Entity Addendum; (ii) the information submitted in connection with my application to become a FLASH Brand Leader independent distributor is complete, true and correct; (iii) I have my own space for the conduct of my business located at the address submitted with this agreement, I have my own sufficient elements to perform my activities and comply with my obligations; and (iv) I am familiar with the terms and conditions established herein and in the FLASH Mexico Policies and Procedures and the FLASH Mexico Compensation Plan, and I wish to enter into this agreement for the purpose of becoming a FLASH Brand Leader independent distributor.

**2. Purpose.** The FLASH Brand Leader Independent Distributor Agreement governs the independent business relationship between FLASH and FLASH's authorized Brand Leader Independent Distributors ("Flash Brand Leaders", or "FBLs"), and establishes the terms and conditions under which FBLs are authorized to market the products and services offered by FLASH in Mexico (the "FLASH Products & Services"). The FLASH Brand Leader Independent Distributor Agreement is formed by these terms and conditions as well as the FLASH Brand Leader Independent Distributor Application (the "Application"), the Business Entity Addendum if Applicant is a business entity, as well as the FLASH Mexico Policies and Procedures (the "Policies") and the FLASH Mexico Compensation Plan (the "Compensation Plan"), which are available for review at <https://myacn.acninc.com> and are hereby incorporated herein by reference (collectively, the "Agreement"). By signing this Agreement, I agree to comply with, and be bound by all of the terms and conditions set forth in the Agreement.

**3. Becoming a FLASH Brand Leader.** The first step to becoming a FLASH Brand Leader is for Applicant to complete, sign and submit the Application by physical delivery to FLASH's address specified on the application, or to complete the application process online at [www.miacn.com](http://www.miacn.com). The date the initial application is processed and conditionally accepted by FLASH is the "Start Date." Applicant will be assigned an FBL number and placed in "pending" status. While in pending status, Applicant may purchase products at the discounts reserved for FBLs, sell Flash Services and use Applicant's FBL number to enroll additional applicants; however Applicant will not be entitled to payment of any commissions, bonuses, or other payouts unless and until Applicant has been finally accepted by FLASH as an active FBL, and Applicant's status is changed from "pending" to "active" by FLASH. To be finally accepted as an active FBL, Applicant must complete, sign and submit the Application by physical delivery to FLASH's address specified on the application, or complete the application process online at [www.miacn.com](http://www.miacn.com), and pay the enrollment fee within the time frames specified by FLASH. If Applicant is a legal entity, Applicant must also provide FLASH a Business Entity Addendum and copy of the documents listed therein and physically deliver the original completed and signed Application and Agreement, and all required attachments, to FLASH within thirty (30) days following the Start Date. There are no purchase requirements to become an FBL beyond the initial purchase of an enrollment kit, which is included in the enrollment fee. No



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other purchase of sales or training materials or other products or services is required. I acknowledge and agree that FLASH reserves the right to finally accept or reject my application to become an active FBL in its sole discretion, and if FLASH elects not to finally accept me as an FBL for any reason, then this Agreement will be automatically terminated without further notice, my pending position will be deactivated, I will not become a FLASH Brand Leader, and I will not be entitled to payment of any commissions, bonuses, or other payments of any kind, and the same will be retained by FLASH to cover its administration costs.

**4. Term and Termination.** Upon final acceptance by FLASH, this Agreement shall be valid for an initial term of one (1) year from the Start Date, unless sooner terminated as permitted herein. An FBL's business relationship with FLASH may be extended for additional one year periods by payment of FLASH's annual renewal fee no later than within thirty (30) days of each one year anniversary of the Start Date. The annual fee is for services provided by FLASH which include but are not limited to tracking of personal customers, tracking of downline FLASH authorized Brand Leaders, and support services, including but not limited to hosting of FBL's online storefront, materials and training information on the Brand Leader Back Office, and access to the Customer Care Center. I understand and agree that by renewing this Agreement, I am agreeing to be bound by the terms of the then-current FLASH Brand Leader Application and Agreement, including the Policies, and Compensation Plan, which form a part of the Agreement. Failure by an FBL to renew within the specified time frame shall result in termination of this Agreement without further notice. I may terminate this Agreement for any reason, at any time, by sending FLASH written notice, but I understand that I will not receive any refund of my enrollment fee unless I return my enrollment kit in the same condition as received along with my written notice of termination within five (5) days of the Start Date. FLASH may terminate this Agreement in the event I breach any part of this Agreement, including by violating the Policies. Termination of this Agreement for any reason shall result in my forfeiture of all bonuses, commissions or other payments from FLASH. However, those rights and obligations which by their nature are intended to survive termination of this Agreement shall survive, including without limitation the provisions governing dispute resolution, indemnification, non-solicitation, and confidentiality.

**5. Independency.** I agree and recognize the following: (i) that as a FLASH Brand Leader, I am an independent contractor responsible for my own business and not an employee of FLASH, any FLASH affiliate, subsidiary, parent, or other related company ("FLASH Related Companies"), or any carrier, supplier, service provider or other party with whom FLASH transacts or contracts business ("FLASH Providers"); (ii) I am free to select my own means, methods and manner of operation and am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement; (iii) I must maintain my own space for the conduct of my business, and must maintain my own sufficient elements to perform my activities and comply with my obligations; (iv) I am not entitled to holidays, vacations, disability, insurance, social security, pensions or retirement plans, or any other benefits offered or provided by FLASH to its employees; (v) I am solely responsible for paying any and all expenses I incur to conduct my activities as an FBL and obtaining any business licenses or insurance required by regulations or authorities to conduct my business; and (vi) I have sole financial responsibility for any taxes generated due to my activities as an FBL, including but not limited to any taxes arising from sales I make to consumer customers and income I receive from the conduct of my business. An FBL's Brand Leader business relationship is with FLASH and not with any

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FLASH Related Companies or any FLASH Provider. There is no subordination or economic dependency between FLASH and an FBL, and this Agreement does not create a partnership, joint venture, franchise or labor relationship pursuant to the terms of the article 20 of the Federal Labor Law. A FBL has no power or authority to bind FLASH or the FLASH Related Companies or the FLASH Providers, either directly or indirectly. I agree that I shall not take any action inconsistent with this limit of authority, including asserting or representing in any manner that I am an agent, legal representative or employee of FLASH, any FLASH Related Companies, or any FLASH Provider.

**6. Non-guaranteed profits.** I acknowledge that as an FLASH Brand Leader, I am not guaranteed any income nor am I assured any profits or success, and I hereby certify that no claims of guaranteed profits or representations of expected earnings that might result from my efforts as a FLASH Brand Leader have been made by FLASH or my sponsor. An FBL shall not represent directly or indirectly that any person may, can, will earn or has earned any stated amount or that any FLASH Brand Leader are guaranteed success.

**7. Advancement to Higher Qualification Levels.** I understand that an FBL's advancement to higher qualification levels in the Compensation Plan is based upon the purchase of FLASH Products and Services from FLASH by the FBL, the FBL's personal customers, and the personal customers in the FBL's network of FLASH Brand Leaders. An FBL is not obligated to purchase FLASH Products and Services. If an FBL chooses to sponsor others to become FLASH Brand Leaders and participate in the Compensation Plan, the FBL will not receive any compensation whatsoever for the act of sponsoring or recruiting. An FBL will be compensated based upon the activities of other FLASH Brand Leaders only to the extent of sales of FLASH Products and Services made by them to customers.

**8. FLASH Payments.** The Compensation Plan provides FBLs the opportunity to earn commissions and bonuses based on the purchase of certain FLASH Products and Services from FLASH by the FBL, the FBL's personal customers, and the personal customers in the FBL's network of FLASH Brand Leaders. Any commissions, bonuses, or other compensation an FBL is eligible to receive hereunder ("FLASH Payments") will be based upon fulfilling the terms of qualification set forth by the Compensation Plan. I acknowledge and agree that FLASH reserves the right to vary or change the eligibility requirements and criteria for earning FLASH Payments by posting changes to the Compensation Plan at <https://myacn.acninc.com>, and no further notice of such changes shall be required. I understand that as a FLASH Brand Leader, an FBL must place primary emphasis upon the sale of FLASH Products and Services to customers. In order to be eligible to receive FLASH Payments, an FBL must (1) have an FBL status of "active" in FLASH's systems, and not be in a revenue hold status on the date such compensation is scheduled to be paid; and (2) have provided valid bank account information and tax identification numbers as required by FLASH; and (3) comply with all applicable FLASH requirements regarding invoicing; and (4) be in compliance with this Agreement, the Policies, and the Compensation Plan. Any FLASH Payments that the FBL is otherwise eligible to receive upon fulfillment of all applicable requirements but which are pending receipt of required information or invoice will be forfeited if such information or invoice is not received by the earlier of the termination of this Agreement or one year from the date such FLASH Payment is originally scheduled to be paid. FLASH Payments will only be issued when the amount to be paid to FBL exceeds the minimum payment amount set forth in the Policies, and will be forfeited in the event the FBL has not met the minimum payment amounts at the time this Agreement is terminated. I agree to timely pay for all

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amounts owed to FLASH or any FLASH Related Companies, and agree that FLASH may offset any such debt from any FLASH Payments, or any other amounts I am owed. The FLASH Payments should never be deemed as a "salary" pursuant to the article 82 of the Federal Labor Law.

**9. FLASH Products and Services.** I understand and agree that FLASH Products and Services are offered in different markets on terms and at rates determined by FLASH or FLASH Providers, which may change from time to time without notice, and that distribution of the FLASH Products and Services outside of Mexico is prohibited. I agree not to repackage, re-label, or otherwise alter or tamper with any FLASH Products and Services intended for distribution, and I will not distribute any FLASH Products and Services that have been opened, tampered with, altered, improperly stored, or are expired. I agree not to make any representation, warranty, or guaranty regarding the FLASH Products and Services on behalf of FLASH. I acknowledge and agree that FLASH, the FLASH Related Companies, and the FLASH Providers are the sole owners of all of their respective trademarks, trade names, copyrights and other intellectual property rights, including all names, logos, packaging, and marketing materials (the "FLASH Intellectual Property"), and that the FLASH Intellectual Property may not be used in any form except as specifically Brand Leader in the Policies or otherwise expressly approved by FLASH.

**10. Product Sales and Returns.** An FBL shall not, directly or indirectly, solicit customers for or sell, market or promote the FLASH Products and Services through any person or entity other than as specifically permitted in writing by FLASH. An FBL may not sell FLASH Products and Services in commercial retail outlets or online except as expressly permitted by FLASH, and agrees not to sell the FLASH Products and Services to third parties who intend to resell them. I understand that I am solely responsible for reporting and remitting any applicable taxes arising from sales I have made directly to customers. I agree to accept returns of products I sell to consumer customers and issue refunds for such products in accordance with all applicable laws and the Policies. Products purchased from FLASH may only be returned in accordance with FLASH's returns policy in effect at the time of the product purchase as set forth on [www.miacn.com](http://www.miacn.com). All product returns will be deducted as negative sales in computation of FLASH Payments. I represent that I will not order more than a reasonable amount of inventory, and any products I purchase from FLASH above and beyond the quantities consumed in the course of my ordinary personal use are intended for resale to personal customers. By placing orders for FLASH Products and Services, I am certifying that at least 70% of the FLASH Products and Services that I previously purchased have been consumed or sold to consumer customers.

**11. Conduct as a Brand Leader.** An FBL shall not engage in or perform any fraudulent, corruption, misleading, deceptive or unethical practices. I agree to abide by all federal, state and local laws, rules, and regulations governing my actions as an FBL and the sale or solicitation of the FLASH Products and Services, including but not limited to, obtaining and maintaining any permits and licenses required to perform under this Agreement. I agree to comply with the Policies and I will not make disparaging, false or misleading statements regarding the FLASH Products and Services, other FLASH Brand Leaders, or about the various relationships between FLASH, the FLASH Related Companies, the FLASH Providers and myself. I agree to keep accurate records, which FLASH may inspect upon request, and will cooperate with any investigation by FLASH with respect to my breach of this Agreement, or my conduct as an FBL. During any such investigation I understand that my position status may be suspended and any FLASH Payments which may be otherwise owing to me may be held. I acknowledge and agree that in the event FLASH determines that I have breached this Agreement or violated the Policies, FLASH may terminate this Agreement, in which event I will not be entitled to any FLASH

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Payments of any kind from the date such violation first occurred, and I will be obligated to repay FLASH for any FLASH Payments received after the first date of such violation. Following suspension of an FBL or termination of this Agreement, the FBL must immediately cease representing himself or herself as a FLASH Brand Leader. I agree to indemnify and hold FLASH, the FLASH Related Companies, the FLASH Providers, and each of their respective shareholders, directors, officers, agents, and employees harmless from any and all claims, damages, and expenses, including any attorney's fees, arising out of my actions or omissions and the actions or omissions of my agents, representatives, officers, directors, and employees in connection with this Agreement. I agree to notify FLASH in writing of any claim or suit in which I am a party arising from or relating to FLASH, the FLASH Products and Services, the FLASH Intellectual Property, or my conduct as a FLASH Brand Leader within three (3) days of receiving notice of such claim or suit. I hereby agree that FLASH and the FLASH Related Companies may, at their own expense and with notice, take whatever action they deem necessary in connection with such claim or suit to protect themselves, their reputation, and their tangible and intangible property, including but not limited to controlling any litigation or settlement discussions or other actions related thereto, and I agree to take no action related to such claim or suit without FLASH's prior consent. At the request of FLASH, whether made during the term of this Agreement or thereafter, I agree to execute such documents and provide such documentation as FLASH may reasonably deem necessary in order to enable FLASH to evidence and enforce the rights and interests agreed to hereunder.

**12. Non-Solicitation.** During the term of this Agreement and for a period of one (1) year thereafter, I agree that I shall not (i) directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of FLASH or any FLASH Provider, whether or not I originally procured or brought such customer to FLASH; (ii) directly or indirectly solicit, invite, encourage, recruit, or enroll a FLASH Brand Leader or former FLASH Brand Leader to participate in a network marketing program offered by any other company, whether or not such company offers products and services that compete with the FLASH Products or Services; or (iii) enter into a direct marketing relationship with any FLASH Provider. All customers solicited by an FBL for the sale of FLASH Products and Services are solicited on behalf of FLASH and FLASH Providers and are deemed to be customers of FLASH or the FLASH Provider, and not of the FBL.

**13. Confidential Information and Personal Data Protection.** I understand that I may receive proprietary and confidential data or information of FLASH, FLASH Related Companies, and FLASH Provider(s) which is not publicly known or available to the competitors of FLASH, FLASH Related Companies, or FLASH Providers, including but not limited to information about FLASH Products and Services, customers, and other FLASH Brand Leaders ("Confidential Information"). I acknowledge and agree that I shall treat such Confidential Information as strictly confidential and that I may not, directly or indirectly use, sell, lend, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such Confidential Information to any person or entity for any purpose other than as authorized by FLASH in writing. All FLASH reports identifying customers and/or FBLs, and any other information obtained through an FBL's Back Office ("Reports"), are the Confidential Information of FLASH, and I agree not to use such Reports for any purpose other than developing my FLASH business. During the term of this Agreement and for a period of five (5) years thereafter, I agree not to disclose any Confidential Information, including information contained in the Reports, to any third party, or use such information to compete with FLASH, or recruit or solicit any FLASH Brand Leader or customer listed on the Reports to participate in other multi-level marketing opportunities. I acknowledge and agree that, but for this agreement of confidentiality and nondisclosure, FLASH would not provide me with the Confidential Information, including the Reports. I declare that I will observe FLASH's Personal Data Protection Policy available at [www.miacn.com](http://www.miacn.com) and [www.flashmobile.mx](http://www.flashmobile.mx).

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**14. Limitation of Liability.** IN NO EVENT WILL FLASH OR ANY FLASH RELATED COMPANIES OR ANY FLASH PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE), ARISING OUT OF ANY CAUSE, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY OR THE DELAY, ACT, ERROR OR OMISSION OF FLASH OR ANY FLASH PROVIDER, OR THE DELIVERY, NON-DELIVERY, DISCONTINUATION, OR MODIFICATION OF ANY PRODUCT OR SERVICE BY FLASH OR ANY FLASH PROVIDER, EVEN IF FLASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. I assume all risk and responsibility for traveling to and from and participation in any FLASH events, activities, training, or other gatherings, and for the use of any FLASH equipment or facilities.

**15. Warranty Disclaimer.** OTHER THAN THE RETURN RIGHTS DESCRIBED HEREIN, FLASH AND FLASH PROVIDERS MAKE NO EXPRESS WARRANTIES, AND THERE ARE NO IMPLIED WARRANTIES. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FLASH, ANY FLASH PROVIDER, OR THEIR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE FOREGOING WARRANTY.

**16. Errors, Omissions, and Delays.** I understand and agree that I must report any purported errors in FLASH Payment calculations, Reports, orders, charges, or other information to FLASH within thirty (30) days of the date of the purported error, and FLASH will not be responsible for any errors not reported in this time frame. FLASH shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as strikes, riots, war, fire, death, curtailment or interruption of a source of supply, government decrees or orders, or when performance becomes impracticable.

**17. FBL Information and Domiciles.** I agree to promptly notify FLASH of any changes to the information I submitted in connection with my Application, and I designate the address and email address so submitted as my address and email address to receive notices. By providing an email address and/or mobile phone number to FLASH, I hereby agree to receive email messages, SMS texts, and similar communications from FLASH. An FBL may not assign or transfer this Agreement without the prior written consent of FLASH, which may be withheld, conditioned, or delayed in FLASH's sole discretion. FLASH's address to receive notices to be given under the Agreement is the following: Oportunidad ACN México, S. de R.L. de C.V., Av. Insurgentes Sur #1602 piso 10 Oficina 1001, Col. Crédito Constructor, Del. Benito Juárez, C.P. 03940 México D.F., Attn: Customer Care Center.

**18. No Waiver and Severability.** FLASH reserves the right at its sole discretion to exercise any remedy available to it and require FBLs to comply with this Agreement and all applicable policies, and any failure or delay by FLASH in exercising such rights and remedies will not operate as a waiver of such rights or remedies. If any provision of this Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason, the validity of the remaining provisions or portions thereof shall not be affected thereby and such authority should reform this Agreement to the extent necessary to render the otherwise unenforceable provision or portion thereof valid and enforceable.

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**19. Jurisdiction and Applicable Law.** In the event of a dispute between an FBL and FLASH as to their respective rights, duties and obligations arising out of this Agreement, it is agreed that such disputes shall be exclusively resolved by the competent courts of Mexico City, Federal District, whether local or federal, and that the parties expressly waive the jurisdiction of any other courts to which they might be entitled by reason of their present or future domiciles. All claims hereunder must be brought within one (1) year of the date on which the facts or circumstances giving rise to the claim are alleged to have happened. This Agreement and the resolution of any litigation, dispute or claim related thereto shall be governed by the Mexican commercial laws and its suppletive legislation. This provision shall not restrict FLASH from seeking immediate precatory measures before any competent court to safeguard and protect FLASH's interest.

**20. Amendments.** FLASH fully reserves its right to amend this Agreement, including the Policies and the Compensation Plan, at any time by posting the revisions on the FLASH website [www.miacn.com](http://www.miacn.com). I accept such right and agree that any such changes are incorporated as part of this Agreement, and I agree to regularly check the FLASH website for such revisions. No amendment shall apply retroactively. By continuing to accept benefits hereunder, including but not limited to the receipt of FLASH Payments, purchase of FLASH Product and Services using FBL discounts, and utilizing the Back Office, I am affirming my acceptance of this Agreement, including the Policies and the Compensation Plan, and any amendments thereto. This Agreement, including the Application, the Business Entity Addendum if applicable, the Policies, and the Compensation Plan, constitutes the entire agreement between the parties hereto regarding the subject matter hereof and shall not be modified or amended except as described herein. In the event of a conflict between this FLASH Brand Leader Application and Agreement, the Policies, the Compensation Plan or the Business Entity Addendum, this FLASH Brand Leader Application and Agreement shall control. This Agreement may be executed by the parties hereto on separate counterparts, all of which shall together constitute one and the same instrument. Execution of a counterpart to this Agreement by electronic signature shall be as effective as delivery of a manually signed original.