

Electromedical Technologies Independent Sales Representative Terms and Conditions

1. I understand that as an Electromedical Technologies (EMT) independent sales Representative ("ISR"):

- a. I have the right to offer for sale products and services offered through EMT in accordance with these Terms and Conditions.
- b. I have the right to enroll persons as my sub-distributors (sub-ISR).
- c. I will train and motivate my sub-distributor marketing organization
- d. I will comply with all federal, state, county and municipal laws, ordinances, rules and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
- e. I will perform my obligations as an ISR with honesty and integrity.
- f. I will only use the sales contracts and order forms which are provided by EMT for the sales of its goods and services, and I will follow all policies and procedures established by EMT for the completion and processing of such contracts and orders.

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

3. I agree that as an EMT ISR I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of EMT. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of EMT. I understand that I shall control the manner and means by which I operate my EMT business, subject to my compliance with these Terms and Conditions, the EMT Policies and Procedures and the EMT Marketing and Compensation Plan (all of which are collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses incurred by myself, including, but not limited to, travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF EMT FOR FEDERAL OR STATE TAX PURPOSES. EMT is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between EMT and all appropriate taxing jurisdictions and all related rules and procedures.

4. I have carefully read and agree to comply with the EMT Policies and Procedures and the EMT Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of, this Agreement, in order to be eligible to receive any bonuses or commissions from EMT. Commissions are issued 30-45 days after date of sale. I understand that these Terms and Conditions, the EMT Policies and Procedures, or the EMT Marketing and Compensation Plan may be amended at the sole discretion of EMT, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official EMT materials. The continuation of my EMT business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments. (For complete policies and procedures please contact us.)

5. Medical: The Wellness Pro[®] Transcutaneous Electrical Nerve Stimulation device is specifically designed for the relief of any chronic, intractable pain, and for adjunctive treatment of post-surgical or post traumatic pain. Electromedical Technologies, as the manufacturer of medical devices, does not practice medicine and does not recommend these or any other medical technique for use on a particular patient. The physician is responsible for determining and utilizing the appropriate techniques for treating each individual patient.

I understand that EMT products are FDA cleared and that under no circumstances will I make any kind of medical claims whatsoever other than claims permitted by FDA. Electromedical Technologies requires a letter of medical necessity if WellnessPro[®] is sold to person other than medical professional.

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

7. I understand that if I fail to comply with the terms of this Agreement, EMT may, at its discretion impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violations of this Agreement at termination I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or services when payment is due, I authorize EMT to withhold the appropriate amounts from my bonus or commission checks, to charge my credit cards, or debit my checking accounts, if any, which I have authorized EMT to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.

8. EMT, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release EMT and its affiliates from and waive all claims for consequential and exemplary damages. I further release EMT and its affiliates from all liability arising from or relating to the promotion or operation of my EMT business and any activities related to it (e.g., the presentation of EMT product's or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.)

9. This Agreement, in its current form and as amended by EMT at its discretion, constitutes the entire contract between EMT and myself. Any promises, representations, offers or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency

between this Agreement and any other agreement (other than the Policies and Procedures), this ISR Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

10. Any waiver by EMT of any breach of this Agreement must be in writing and signed by an authorized officer of EMT. Waiver by EMT of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it unenforceable, and the balance of the Agreement will remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without regard to principles of conflicts of laws, unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to EMT, the ISR Agreement, the EMT Marketing and Compensation Plan or its products and services, the rights and obligations of an independent ISR and EMT, or any other claims or causes of action relating to the performance of either an independent ISR or EMT under the Agreement or the EMT Policies and Procedures shall be settled totally and finally by arbitration in Las Vegas, Nevada or such other location as EMT prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. If an ISR files a claim or counterclaim against EMT, he or she shall do so on an individual basis" and not with any other ISR or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement: Nothing in this Agreement or the Policies and Procedures shall prevent EMT from applying to and obtaining from any court having jurisdiction a writ of attachment; a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect EMT's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

13. The parties consent to jurisdiction and venue before any federal or state; court in Clark County, State of Nevada for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.

14. If an ISR wishes to bring an action against EMT for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within one year shall bar all claims against EMT for such act or omission. ISR waives all claims that any other statutes of limitations applies.

15. I authorize EMT to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

16. I agree to notify Electromedical Technologies of information that reasonably suggests that one of its devices:

- May have caused or contributed to a death or a serious deterioration in the state of health or serious injury, or
- Has malfunctioned and, if the malfunction recurs, is likely to cause or contribute to a death or a serious deterioration in the state of health or serious injury, or
- A device which shows no malfunction or deterioration, but nevertheless has a characteristic which is likely to cause or contribute to a death or a serious deterioration in the state of health or serious injury (example: omissions or inaccuracies in the instructions for use and/or promotional materials.)

17. I understand that it is my responsibility to follow most recent policies and procedures and terms and conditions on the company website. EMT reserves the rights to make changes to policies and procedures and terms and conditions without notifying its ISRs.

18. I understand that Electromedical Technologies offers a 30-day money back guarantee for the WellnessPro 2010, with \$150 restocking fee to my customers. The unit must be returned non-damaged and in excellent working and cosmetic condition in its original package including all the accessories and printed material.

19. I understand that the WellnessPro 2010 is an FDA cleared prescription only medical device and is subject to federal guidelines regarding distribution. If I decide to resell any of my demonstration unit(s) I will provide EMT with all necessary documentation such as prescription and/or Independent representative application. Failure to provide proper documentation will result in a void warranty and/or termination of ISR agreement.