

Participant Terms And Conditions

Please initial each statement

1. All materials, methods and information contained in and represented through Executive Success Programs, Inc. (ESP) are essential assets of ESP acquired at great time and expense. As such, they are proprietary and confidential. These materials, methods and information cannot be copied, duplicated, transmitted, taught or otherwise used, in part or in whole, directly or indirectly, without express written permission of ESP. Any breach or suspected breach of this or any of the tenets of these Participant Terms and Conditions would cause irreparable harm to ESP. Adequate remedies under law may not exist. Participant grants ESP injunctive relief and all remedies under law or otherwise should any breach or suspected breach occur.
2. Participant acknowledges he or she is capable of earning an appropriate living without using the materials, methods or information provided by ESP. Participant will not compete with ESP in any way throughout the world while a participant of ESP and for a period of five (5) years after becoming inactive in ESP. For the purpose of this paragraph, competition is considered any activity that can potentially take monies or actual participants or potential participants away from ESP either directly or indirectly.
3. ESP may modify and add to these Participant Terms and Conditions from time to time and such modifications and additions shall become a part of this agreement upon written notice thereof to the Participant. ESP reserves the right to change curriculum substance or format and any requirements for rank or achievement. ESP shall provide a publication entitled "Rules and Regulations" which shall be incorporated herein by reference. All participants shall abide by the terms and conditions of the publication entitled "Rules and Regulations." ESP reserves the right to cancel the activity and status of any participant suspected of violating the above and take whatever actions it deems necessary to protect its rights.
4. ESP reserves the right to refuse service to anyone.
5. **DISCLAIMER:** I agree any information and/or products received in any form, through any individual or company represented by ESP, is for my personal education only. Any decisions made pursuant to the receipt of such is solely my responsibility.

PARTICIPANT NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS (ALASKA RESIDENTS FIVE DAYS) FROM THE DATE IN THE BOX BELOW. IF YOU CANCEL, ANY MATERIALS TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT, BY THE SELLER, OF YOUR CANCELLATION NOTICE; AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED. IF YOU CANCEL, YOU MUST RETURN TO THE SELLER, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY MATERIALS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE MATERIALS AT YOUR EXPENSE AND RISK. IF YOU FAIL TO MAKE THE MATERIALS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE MATERIALS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO EXECUTIVE SUCCESS PROGRAMS, INCORPORATED, PROCESSING OFFICE, 455 NEW KARNER ROAD, ALBANY, NEW YORK 12205, NO LATER THAN MIDNIGHT OF THE THIRD DAY PAST THE FOLLOWING DATE:

Referring Participant must enter transaction date here:

I HEREBY CANCEL THIS TRANSACTION:

Date: _____

Buyer's Signature: _____

Center Enroller Authorization

Pre-existing FT enrollment

Sponsor Name	Nxian Number	Center/Satellite for this enrollment		
First Enroller's Name	(FT) Nxian Number	Percentage (0-20)*	Fixed Amount	Special Promotion Code
Second Enroller's Name	(SP) Nxian Number	Percentage (0-20)*	Fixed Amount	Special Promotion Code
Third Enroller's Name	Nxian Number	Percentage (0-20)*	Fixed Amount	Special Promotion Code

*The sum of these percentages should be 20 or less, except for Pre-existing FT enrollments which should add to 100.

Executive Success Programs, Inc.
Processing Office
455 New Karner Road, Albany, New York 12205