

Excellent Partners USA, LLC Independent Partner Application and Agreement

- 1 In accordance with the terms and conditions herein, I hereby submit my Application and Agreement to become an Independent Partner (hereinafter referred to as "IP") with Excellent Partners USA, LLC (hereinafter referred to as "the Company" or "EP").
- 2 I understand that EP's Policies and Procedures and the EP Commission Plan are incorporated by reference into this Independent Partner Application Agreement, in their current form and as they may be amended by EP at its sole discretion. As used in this document, the term "this Agreement" refers to this Application and Agreement, the EP Policies and Procedures, and the EP Commission Plan as so incorporated.
- 3 This Agreement will become effective upon acceptance of this Application by the Company, following which I will be assigned an IP Number. An executed online or original hard-copy of this Application and Agreement must be received by the Company within thirty (30) days after the date hereof for me to be officially accepted as an IP. If the Company does not receive an executed online or original hard-copy of this Agreement from me within that time, I understand that this Agreement will be cancelled. I acknowledge that my signature on my online application shall be deemed to be my original signature.
- 4 I understand that as an IP I am an independent contractor of the Company. I UNDERSTAND AND AGREE THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF THE COMPANY FOR FEDERAL OR STATE TAX PURPOSES, nor will I be treated as an employee for purposes of the Federal Unemployment Tax Act, Federal Insurance Contributions Act, the Social Security Act, State Unemployment Act, State Employment Security Act or for any other purpose. I understand and agree that I will pay all applicable federal and state income taxes, self employment taxes, sales taxes, local taxes and /or local license fees that may become due from me as a result of my activities under this Agreement. I understand and agree that this Agreement does not create the relationship of employer-employee, agency, partnership, or joint venture between me and the Company, or make me a legal representative of the Company, and that I am not authorized to act on behalf of the Company.
- 5 I understand that acceptance of this Agreement by the Company does not constitute the sale of a franchise or a business opportunity under state or federal law and that I am not being granted an exclusive territory. I also understand that I am not acquiring any interest in a security.
- 6 I understand and agree that my remuneration will consist solely of commissions and bonuses from the enrolling others into the program who buy EP products. I shall receive no commissions from the mere act of enrolling others into the program, and that I shall not represent to others that it is possible to receive any income simply from enrolling others into the program.
- 7 I agree that as an IP I will operate in a lawful, ethical, and moral manner and will use my best efforts to promote the sale and use of the products offered by the Company to the general public. I will abide by all applicable laws, rules, and regulations, including but not limited to the Dietary Supplement Health and Education Act (DSHEA), relating to the sale, distribution, and advertising of Company products. I understand that as an IP my conduct must be consistent with public interest and I will avoid all discourteous, deceptive, misleading, or unethical policies. In addition, I agree to abide by all federal, state and local laws governing the operation of my EP business.
- 8 I understand that I am not guaranteed any income, nor am I assured any profit or success. I am free to set my own hours and determine my own location and methods of selling, within the guidelines and requirements of this Agreement. I agree that I am responsible for my own business expenses in connection with my activities as an IP.
- 9 I certify that neither the Company, my sponsor nor anyone else has made any promises of guaranteed earnings or representations of anticipated earnings that might result from my efforts as an IP. I understand that my success as an IP will come from solely sales, service and development of a marketing network by me. I agree that neither EP nor its employees or agents has made any guarantee or representation that it will find markets or customers for me or that it will purchase products from me.
- 10 EP will not be responsible for the loss of any commissions and bonuses or other payments because of errors or delays in receiving agreements, orders, changes or other necessary information.
- 11 If I sponsor other IPs, I agree to perform a bona-fide supervisory, selling and training function in connection with the sale of the Company's products to the end user.
- 12 I understand that the Company may take action against me as outlined in the Policies and Procedures and elsewhere in the Agreement if the Company determines, in its sole discretion, that my conduct is detrimental, disruptive, or damaging to the reputation of the Company or its IP network.
- 13 I acknowledge that the Company's products are not intended for use in the diagnosis, cure, mitigation, treatment, or prevention of diseases, and I agree not to make any representation to the contrary or sell the products for any such use or purpose.
- 14 I understand and agree that the Company reserves the right to change its product line and prices at any time without notice and may make modifications to the Agreement at its sole discretion, and that of all such changes shall be binding upon me. All changes to the Agreement, and the EP Policies and Procedures shall become effective upon publication in official Company literature. The continuation of my EP business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- 15 I understand and agree that the Company reserves the right to place a limit, if necessary on the ratio of commission payout to sales to ensure the viability of the Company.
- 16 I understand and agree that my status as an IP is dependent upon my regular purchase of the Company's products, according to the Company's policies.
- 17 EP does not license or permit me to use any trademark. I agree not to adopt or use, in any form of advertising I may use including the use of the Internet, any word or mark that is the same as or confusingly similar to any trademark or service mark owned or used by the Company. All variations and adaptations of any trademarks or service marks owned or used by the Company shall be exclusive property of the Company or third parties from which the Company has licensed, which shall have the exclusive right to register the same and to license the use thereof. At no time during the term of this Agreement or any time thereafter shall I or anyone acting on my behalf attempt to apply for registration of any trade name or trademark owned or used by the Company.
- 18 I consent to EP's publishing in any of its official material, whether print, audio or video, my name, photograph, city and state of residence. EP may also publish the amount of commissions, awards, and recognition paid to me, and any information that EP publishes generally about IPs.
- 19 I understand and agree that any list of active or deleted IP members is a confidential trade secret of the Company, and I will not disclose or transfer any of such information to any other person or entity. I agree to use any list of active or deleted Company members only for the purpose of promoting EP's products and business opportunities and shall not use the information for any other purposes.

- 20 I agree to indemnify and hold the Company harmless from any and all claims, damages and expenses, including attorney's fees, arising out of my actions or conduct, and that of my employees and agents, in violation of this Agreement or of any applicable law.
- 21 This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, unless and only to the extent that the laws of the State in which I reside expressly require the application of its laws. Except as set forth in the EP Policies and Procedures or as required under any applicable law of mandatory application, all disputes and claims arising out of or in connection with this Agreement, including the breach, invalidity or termination thereof, or the EP products, shall be finally settled by arbitration at Honolulu, Hawaii, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. I agree that, if I should file a claim or counterclaim against EP, I shall do so on an individual basis and not with any other IP or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if need be, 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.
- 22 The Company and I each waive all rights to incidental, consequential, exemplary and punitive damages arising from any breach of the Agreement or performance or non-performance by the other party there under, regardless of whether the claim for such damages is asserted in contract, tort or otherwise.
- 23 I shall be subject to disciplinary sanctions as specified in the Policies and Procedures of the Company's discretion for the violation or breach of any term or provisions of the Agreement. Upon the voluntary cancellation of this Agreement, I shall lose, and I expressly waive, any and all rights, including property rights, to my former down-line organization and to any bonus, commission, or other compensation arising from the sales generated by myself or my former down-line organization.
- 24 I certify that the Federal Tax ID Number shown on this form is my correct taxpayer identification number and that I am not subject to backup withholding, either because I have not been notified that I am subject to back-up withholding as a result of a failure to report all interest or dividends or because the Internal Revenue Service has notified me that I am no longer subject to back-up withholding.
- 25 The Company reserves the right to terminate my rights as an IP in the event that I fail to comply with any federal, state, or local law or fail to pay federal, state or local tax or fee for which I am responsible. If any such federal, state or local tax or fee is not paid and becomes the subject of a government levy or lien, the Company may comply with such levy or lien until satisfied and I hereby indemnify and hold the Company harmless from any liability, loss or cost involved with the Company's compliance with such levy or lien including, but not limited to, reasonable attorney fees and litigation costs incurred by the Company.
- 26 The Company shall be entitled to deduct and offset, from and against any commissions, bonuses or any other money payable by the Company to me, any amounts past due and unpaid for purchases of Company products and services or any other money owed to the Company by me.
- 27 I have carefully reviewed the IP Policies and Procedures and the EP Commission Plan, and I acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by EP at its sole discretion. I agree to abide by and be bound by the terms contained therein.
- 28 By signing Step 6, Page 1 of this Agreement, I authorize EP to charge the account indicated on my IP Application Agreement on a monthly basis, \$165 for my monthly subscription of EP product effective on the date I sign up as an IP. I understand that I can cancel my monthly subscription at any time.
- 29 Any waiver by the Company of any breach of this Agreement must be in writing and signed by an authorized officer of the Company. Waiver of the Company of any breach of this Agreement on my part shall not operate or be construed as a waiver of any subsequent breach.