

# INDEPENDENT ACHIEVER'S AGREEMENT

**I. PARTIES** PLEASE FILL OUT THIS FORM COMPLETELY - INCOMPLETE FORMS CANNOT BE PROCESSED.

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY AND BETWEEN

LAST NAME FIRST NAME INITIAL SPOUSE

STREET ADDRESS (SHIPPING\*) CITY STATE ZIP CODE COUNTY

MAILING ADDRESS (IF DIFFERENT FROM ABOVE) CITY STATE ZIP CODE

SOCIAL SECURITY NUMBER DATE OF BIRTH DAY PHONE

EMAIL ADDRESS MOBILE PHONE FAX NUMBER

(HEREINAFTER CALLED THE ACHIEVER) IS AS FOLLOWS:

THE UNDERSIGNED ACHIEVER CERTIFIES TO THE COMPANY THAT HE/SHE HAS READ ALL OF THIS AGREEMENT AND UNDERSTANDS IT, HAS HAD AN OPPORTUNITY TO HAVE ANY AND ALL OF IT EXPLAINED, THAT IT CONTAINS ALL OF THE MATERIAL REPRESENTATIONS UPON WHICH BOTH PARTIES RELY. I AGREE THAT I WILL READ AND ABIDE BY THE FORYOU, INC. POLICIES & PROCEDURES. I UNDERSTAND THAT MY MEMBERSHIP IS ACTIVE FOR ONE YEAR FROM THE DATE THIS AGREEMENT IS RECEIVED BY THE COMPANY. I UNDERSTAND THAT MY RENEWAL DATE IS ONE YEAR FROM THE FIRST DAY OF THE MONTH FOLLOWING MY ENROLLMENT.

\_\_\_\_\_  
SIGNATURE OF ACHIEVER DATE

**II. SPONSOR** IT IS AGREED UPON THAT:

LAST NAME FIRST NAME INITIAL SPOUSE

STREET ADDRESS CITY STATE ZIP CODE COUNTY

SOCIAL SECURITY NUMBER          -       - \_\_\_\_\_ (only enter last four digits)

IS MY SPONSOR AND THAT AS AN ACHIEVER I CANNOT CHANGE MY SPONSOR AS INDICATED ABOVE WITHOUT THE WRITTEN AUTHORIZATION OF MY THREE UPLINE SPONSORS OR EXCEPT BY COMPANY AUTHORIZATION.

**FINAL CALCULATIONS**

STARTER PACKET 1. \$ \_\_\_\_\_

SHIPPING 2. \$ \_\_\_\_\_

SALES TAX (SC ONLY)

Your Tax Rate\* \_\_\_\_\_% X (Line 1 + Line 2) 3. \$ \_\_\_\_\_

\*Tax rate is based on the zip code and county provided in the Ship To address below.

**TOTAL (LINE 1 + LINE 2 + LINE 3)** 4. \$ \_\_\_\_\_

SHIP TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**METHOD OF PAYMENT**

**ALL ORDERS MUST BE ACCOMPANIED BY PAYMENT**

- |   |  |
|---|--|
| <input type="checkbox"/> MASTERCARD       | <input type="checkbox"/> CASH            |
| <input type="checkbox"/> VISA             | <input type="checkbox"/> CASHIER'S CHECK |
| <input type="checkbox"/> AMERICAN EXPRESS | <input type="checkbox"/> MONEY ORDER     |
| <input type="checkbox"/> DISCOVER         |  |

**PERSONAL CHECKS ARE NOT ACCEPTED**

CARD NO. \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_

NAME ON CARD \_\_\_\_\_

SIGNATURE \_\_\_\_\_

### **III. Relationship of Parties**

The relationship established by this Agreement is that of a vendor and vendee, and all obligations of the Achiever performed hereunder shall be fulfilled as an independent contractor.

The Achiever has no power or authority to incur any debt, obligation, or liability on behalf of the vendor company. There is no agency or employment relationship between the Company and any Achiever. No Achiever has a right to unemployment compensation, worker's compensation, or any other type employee benefit, nor will any type Federal or State income tax be withheld from the Achiever.

As an independent contractor the Achiever is responsible for filing all necessary federal, state, and local taxes. The Achiever is also responsible for collection and remittance of all required sales taxes to the proper authorities and to apply for a retail sales tax number and remit it to the Company within sixty (60) days of this agreement. The Company neither has nor reserves any right or power to exercise any direction, control, or determination over the manner, means, or methods of the Achiever's activities and objectives in operating his/her independently established business.

It is agreed that there are no geographical or territorial restrictions imposed on Achiever's sales activities. It is further agreed that the Achiever will respect and honor any prior Achiever's sales activities.

### **IV. Company Trade Name - Publications**

The names, logos, trademarks, emblems, and any and all descriptive terms that are unique to the Company are the sole and exclusive property of the Company. The above-mentioned names, logos, trademarks, emblems, and descriptive terms are not to be used by an Achiever in, but not limited to, the following ways: advertising, accounts, business cards, letterheads - without the prior express written consent of the Company.

The Company produces and promulgates sales aids, seminar materials, and other promotional materials. These items are the sole and exclusive property of the Company and may not be mechanically or electronically copied, stored in a retrieval system, or reproduced in any manner without express written consent of the Company. The Company is not liable for any claims or representations other than such statements contained in its printed literature.

### **V. Corporations - Partnerships**

Achievers must be legally competent in their state to contract and only individuals registered in their social security number may become an Achiever. However, a corporation or partnership may conduct business through such an individual. There can only be one Achiever per immediate family: husband, wife.

### **VI. Death**

In the event of an Achiever's death, the rights, duties, and benefits of that Achiever shall pass to the Achiever's estate to be distributed to beneficiaries according to the deceased's will or the applicable state laws of intestacy. This transfer will be effectuated upon written notification to the Company by the personal representative of the deceased. To preserve this right such claim must be asserted before the closure of said deceased's estate.

### **VII. Company Repurchase Policy**

The Company, upon written notification, will repurchase from the Achiever current marketable inventory purchased from the Company, within thirty (30) days from the date of purchase, at 90% of the original net cost less appropriate set-offs and legal claims. Any repurchase of product will automatically act as a termination of that distributorship.

### **VIII. Termination**

Either party shall have the right to terminate this Agreement at any time by giving reasonable advance notice to the other party. The Company may terminate this Agreement without providing notice in the event of the Achiever's insolvency, assignment for the benefit of creditors, or breach of any terms, conditions, policies of the Company, or obligations of this Agreement. Termination of this Agreement shall not operate as cancellation on any indebtedness owing to one party by the other at the time of such termination.

### **IX. Nonassignability - Complete Agreement**

This Agreement represents the complete agreement between the parties, and supercedes all previous agreements. It may not be assigned or transferred without the express written consent of the Company. The Company does, however, reserve the right to change its marketing plan, policies, or prices without advance notice.

### **X. Applicable Law and Severability**

This Agreement shall be governed and construed by the laws of South Carolina. If any provision of this Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent of such provision and the validity of the remaining provisions of this Agreement shall not be affected.

