



# Morganics, Inc. Terms and Conditions

I hereby apply to become an independent associate of Morganics, Inc. marketing program.

## As an Independent Associate, I understand and agree that:

1. I am of legal age in the state in which I enter into this agreement.
2. I shall become a Morganics Associate upon acceptance of this application by the Company. As an Associate, I shall have the right to sell the services and products offered by Morganics in accordance with its marketing program and statement of policy, which may be amended and changed from time to time.
3. Upon notification to Associates, Morganics, at its discretion, may amend the marketing plan, statement of policy, etc.
4. I have carefully reviewed Morganics marketing plan, rules and regulations, policies and procedures and acknowledge that they are incorporated as part of this agreement in the present form and as modified from time to time by Morganics.
5. The term of the Associate Agreement is one year. Associates who wish to continue with Morganics must apply to renew their Associate Agreement annually.
6. An Associate shall be entitled to cancel participation in the marketing program at any time and for any reason upon notice to Morganics. Upon notification of cancellation or termination, the sponsoring Associate or Morganics will repurchase inventory and any mandatory sales kit materials in accordance with its policies as stated in the Company's marketing program and statement policy.
7. Upon acceptance of this application by Morganics, I will be an independent contractor responsible for my own business and not an employee of Morganics. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding as source or for any federal or state tax laws. It is my responsibility to pay self-employment, state and federal income taxes as required by law.
8. I will not use the Morganics trade name and/or trademark except in the advertising provided to me by Morganics or in any other advertising without prior written approval by Morganics.
9. Any Associate who sponsors other Associates must fulfill the obligation of performing a bona fide supervisory distributing and selling function, the sale or delivery of products to the ultimate consumer and in the training of those sponsored. Distributor must have ongoing contact communication and management supervision with his or her sales organization. Examples of such are: correspondence, personal meetings, telephone contact, voice and email, training sessions, accompany individuals to the Company training and sharing genealogy information with those sponsored.
10. The Morganics program is built upon retail sales to the consumer. Morganics also recognizes that Associates may wish to also purchase product for their own personal or family use. Associates may fulfill published personal and downline retail sales requirements, as well as supervisory responsibilities to qualify for bonuses, overrides or advancements.
11. The Associate acknowledges that he/she is a wholly independent marketing representative who establishes and services retail customers for Morganics products as an independent contractor. The position of Associate does not constitute either a sale of a franchise or a distributorship and absolutely no fees have been or will be required from the Associate for the right to distribute Morganics products pursuant to this agreement. This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership or joint venture between any Associate, sponsor and or Morganics. As an independent contractor, the Associate shall:
  - A. Abide by any and all federal, state, county and local laws, rules and regulations pertaining to this agreement and or the acquisition, receipt, holding, selling, distributing or advertising of Morganics products.
  - B. At the Associates own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this agreement and or the receipt, holding, selling, distributing or advertising of Morganics products.
  - C. Be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of the Associates activities in connection with this agreement.
12. No purchase or investment is necessary to become an Associate of Morganics.
13. Prior written approval from Morganics is required for the following:
  - A. To advertise Morganics products.
  - B. For there to be more than one Associate in an immediate family, household or business.
  - C. Issuance of position in a Company or Corporate name.
14. Morganics may immediately terminate an Associate who discredits the Morganics name, violates any requirement contained in this agreement, company policy/procedure or training manuals or misrepresents the company's products or business opportunity by making claims contrary to the Morganics product literature and labels.
15. This agreement constitutes the entire agreement between the Associate and Morganics and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing.
16. This agreement shall be governed by the laws of the State of Arizona, and all claims, disputes and other matters between the parties of this agreement shall be brought in Maricopa County Court, in Phoenix, Arizona, or in the U.S. District Court, in Phoenix, Arizona.
17. I acknowledge that I have read and understand and agree to the terms set forth in this agreement.
18. This agreement is not in force until accepted by Morganics.

Applicant's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Morganics Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_