



IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED WITHIN THIS APPLICATION AND AGREEMENT (HEREINAFTER "AGREEMENT"), I HEREBY SUBMIT THIS APPLICATION TO BECOME A SOUL PURPOSE INDEPENDENT SALES REPRESENTATIVE (HEREINAFTER REFERRED TO AS "SOUL PURPOSE INDEPENDENT IBO" or IBO) WITH SOUL PURPOSE INC. (HEREINAFTER REFERRED TO AS "SOUL PURPOSE"), AND HEREBY STATE AS FOLLOWS:

1. I am of legal age in the state in which I reside to enter into this agreement. If accepted, this Agreement becomes effective on the date the IBO Identification number is assigned.
2. I agree to promote and sell Soul Purpose products to people using the product (end users) and NOT to sell and display the products in retail sales or service establishments, except those at which customers are seen by appointment only. I agree that a potential consumer be given an opportunity to try any and all of the Soul Purpose product line where samples are available before buying and be given sufficient personal instruction to assure proper use and promote consumer satisfaction. I also agree to maintain the highest standards of integrity, honesty, and responsibility in dealings with Soul Purpose, consumers, and other Soul Purpose IBOs.
3. I understand that I am an independent contractor, not an agent, employee, joint venture or franchisee of Soul Purpose. I understand that I have no power or authority to incur any debt, obligation, or liability, or make any promise or contract on behalf of Soul Purpose. I understand that I will not be treated as an employee for Federal or State tax purposes, and I am responsible for paying my own income and self-employment taxes. I understand that as an independent contractor, I am solely responsible for all actions in the conduct of my business, except in the case of statements expressly permitted by Soul Purpose that appear in preprinted current Soul Purpose literature or from issues arising from the proper use of unaltered Soul Purpose products.
4. I agree not to repackage or re-label Soul Purpose products in any way.
5. I understand that I am not required to purchase any commissionable product in order to become a Soul Purpose IBO or to maintain any inventory to continue. If I decide to terminate this Agreement according to the Policies and Procedures of Soul Purpose, which are incorporated herein by reference, I may return for refund, all Soul Purpose products in unused and resalable condition, less a ten percent (10%) handling fee. Once such a refund is given, Soul Purpose reserves the right to refuse acceptance of a new application on behalf of such former Soul Purpose IBO.
6. I agree I will not make any claims regarding Soul Purpose products other than those specifically stated in current Soul Purpose approved literature.
7. I agree to indemnify and hold Soul Purpose (and its officers, directors, employees, and agents) harmless against any claims, liability, obligations, expenses (including attorneys' fees) or damages arising out of any representations made or authorized by me in connection with Soul Purpose products or arising out of any of my activities relating to my independent Soul Purpose business. I also agree that this provision shall survive the expiration or termination of this Agreement.
8. I agree to represent the Soul Purpose Income Plan fairly and accurately, and in accordance with current Soul Purpose guidelines. I will not make any representations regarding the actual, potential or expected earnings of any Soul Purpose IBO. As an independent contractor, I understand that I am not guaranteed any income, or assured any level of profit or success. I further certify that neither Soul Purpose nor my sponsor, (the Soul Purpose IBO who introduced me to Soul Purpose), if any, have made any claims of guaranteed earnings or success that may result from my activities as a Soul Purpose IBO.
9. I understand that my success as a Soul Purpose IBO comes from retail sales of Soul Purpose products and the development of a bona fide sales organization when that option becomes available. Earnings, commissions, and/or bonuses can only be generated by the sale of Soul Purpose products. No commissions and/or bonuses will be paid for the recruitment or sponsoring of new Soul Purpose IBOs.
10. In the event that I sponsor others to become Soul Purpose IBOs, I agree to perform on going training, supervisory, distributive and selling functions in connection with the sale of Soul Purpose products to the retail customer by those Soul Purpose IBOs in my sales organization.
11. I understand and agree that Soul Purpose, in order to maintain a viable marketing system, may make modifications in the IBO Guide and Income Plan, Soul Purpose products and their prices, and sales literature at any time. I agree to discontinue the use of any Soul Purpose material, it deems inappropriate, superseded or outdated immediately upon notification by Soul Purpose. I also agree to discontinue the use of any material in connection with the sale of Soul Purpose products, which Soul Purpose deems, at its sole discretion, inappropriate, superseded or outdated immediately upon notification by Soul Purpose.
12. Upon acceptance of this Agreement, Soul Purpose may pay me a percentage commission or bonus on my own sales, on the sales of a Soul Purpose IBO personally sponsored by me, in my personal groups, or on the sales of the IBOs in my management organization provided that I meet the qualification for receiving such commissions as stated in the current Income Plan, and in the manner stated therein. If the sale or sales upon which such commissions are based are voided by return of product, by the consumer or by a Soul Purpose IBO, then such commissions shall be charged back to any Soul Purpose IBO receiving commissions based on such voided sale. Commissions may not apply to samples, premiums, demonstrators, literature, gifts, sales promotion items or any items Soul Purpose may designate. I also understand that bonuses may be paid to other IBOs, based on my personal sales, according to the current Income Plan.
13. The laws of the State of New Hampshire govern this Agreement. I further agree that to the extent permitted by law all claims, disputes and other matters in question arising out of, or relating to this Agreement shall be decided by arbitration according to the rules of the American Arbitration Association then in effect unless another agreement is reached between the parties. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court with proper jurisdiction. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within one (1) year of the date of the claim, and in no event, shall it be made after the date when institution of legal or equitable proceedings based on such claim, disputes or other matters arising out of this Agreement would be barred by the applicable statute of limitations.
14. To the extent permitted by law, Soul Purpose shall not be liable for, and I hereby release such from and waive any claim for, loss of profit, incidental, special, consequential or exemplary damages which may arise out of or relate to any act or omission with respect to this agreement, the independent business relationship between Soul Purpose and the Soul Purpose IBO or any other matters related thereto whether in contract, tort, equity or strict liability. I further agree that in no event shall Soul Purpose be liable for an amount greater than the value of unsold Soul Purpose products purchased from Soul Purpose, owned by the Soul Purpose IBO and not previously certified as sold or consumed. I also agree that this provision shall survive the expiration or termination of this Agreement.
15. I understand that I may gain access to or be provided with valuable, confidential or proprietary information belonging to and owned by Soul Purpose in my role as a Soul Purpose IBO. Such confidential and proprietary information includes, without limitation any and all genealogical reports or downline listings. I agree not to directly or indirectly disclose or use any of the confidential or proprietary information except to specifically promote my business as a Soul Purpose IBO in accordance with this Agreement. I also agree that this provision shall survive the expiration or termination of this Agreement.
16. I understand and agree that this Agreement is not subject to alteration, modification, or change, except in writing, signed by an authorized executive of Soul Purpose. It shall not be deemed to be changed, modified or altered by reason of any advice, suggestions, guides or sales aids furnished by Soul Purpose to Soul Purpose IBOs.
17. This Agreement shall become effective from the date of acceptance until your anniversary month each year. The Agreement shall automatically renew for a nominal processing fee each year until the IBO cancels the automatic renewal in writing with at least 30 days advance notice. Failure to renew by reason of cancellation or failed method of payment will result in loss of your downline including all rights and future income potential. See Policies & Procedures for full details on renewal and reinstatement.
18. This agreement may be terminated by either party for any reason upon thirty (30) days written notice. The Agreement may also be terminated by either party for any breach of its provisions. Such termination shall be effective immediately upon written notice of the breach.