Assumed Names, Corporations, Limited Liability Companies, Partnerships, or Trusts -- If your business will be owned by a corporation, LLC, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity Addendum and mail it to no.624 within 60 days of the date of this Application and Agreement. Click <a href="here">here</a> to print the Business Entity Addendum.

## Agreement

The following no.624 co ("no.624") Independent Associate Application and Agreement is a legal agreement between you and no.624. NO.624 IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OUTLINED IN THE AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THE COMPENSATION PLAN, THE ASSOCIATE AGREEMENT TERMS AND CONDITIONS, THE POLICIES AND PROCEDURES, AND THE BUSINESS ENTITY REGISTRATION FORM if applicable (the Business Entity Addendum is only applicable to those who enroll using a business entity such as a corporation, LLC, partnership, etc., rather than in their individual capacity). IN ORDER TO COMPLETE THE APPLICATION PROCESS, YOU MUST INDICATE THAT YOU HAVE READ AND AGREE TO ABIDE BY THE TERMS CONTAINED IN THESE DOCUMENTS. Click on the above links to read and print those documents.

## **Policies and Procedures and Business Entity Addendum**

The <u>no.624 Policies and Procedures</u> are incorporated into and made a part of the Terms and Conditions of the Associate Agreement. To become a no.624 Associate, you must acknowledge that you have read, understand, and agree to adhere to the terms of the Policies and Procedures. If you have not already done so, you must click on the link below to read and print the Policies and Procedures.

#### **Business Kit**

All applicants must purchase a Business Kit. (The purchase of the Business Kit is optional for residents of North Dakota.) The Kit, sold to Associates at the Company's cost, contains a variety of product samples, brochures and other business building tools essential to starting your no.624 business.

#### **Automatic Annual Renewal (Optional)**

The term of the Associate Agreement is one year and may be renewed for successive one year terms on each anniversary date of this Agreement. If this Agreement is not renewed on each anniversary date, it will be cancelled and you will lose all rights as a no.624 Associate. So that you do not inadvertently forget to renew and lose these benefits, no.624 offers an optional automatic renewal program. Your Associate Agreement will automatically be renewed on each anniversary date and the renewal fee of \$79.00 will be charged to your credit card. You will be notified at least 30 days before your credit card is charged.

## no.624 AutoShip Program (Optional)

no.624 offers AutoShip Program participants the opportunity to purchase a customized order of products at wholesale prices with a minimum monthly order of Fifty Dollars (\$50.00). By taking advantage of this program you receive the convenience of having this custom order automatically shipped to your home or office each month, and you receive a ten percent (10%) discount off of the Suggested Retail Price (S.R.P.).

# Please note -- This AutoShip Agreement will remain in effect until you cancel it through one of the methods specified below.

The Autoship program allows Associates the opportunity to purchase no.624 products with a ten percent (10%) discount off of the suggested retail price so long as they purchase a minimum of Fifty Dollars (\$50.00) in product each month (suggested retail price). Your Custom Autoship Order will automatically be sent to you each month regardless of any other purchases you may have made during the month.

PAYMENT AUTHORIZATION: I authorize no.624 to withdraw payment for my Autoship order(s) from my credit card, debit card or bank account identified below. If I have elected to participate in the electronic checking program, I hereby authorize no.624 to electronically withdraw payment from my bank account for orders I placed directly and for Autoship orders as authorized in this Agreement. no.624 is authorized to withdraw payment equal only to the amount of the products, applicable sales tax, and shipping and handling of products that I order, or the Autoship orders I have selected. I agree to pay a \$20.00 service fee in the event a check or charge is returned or refused for any reason. I have the right to have the amount of any erroneous withdrawal deposited into my account as soon as reasonably possible and upon proper notification to no.624. I shall hold no.624 harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.

CHANGES: To change your Custom Autoship order selections, method of payments, or the authorized amount, a new Autoship Agreement must be submitted to no.624. If more than one Autoship Agreement has been submitted, the most recent Agreement will supersede all previous Agreements. no.624 reserves the right to change its prices associated with its products without notice.

TERM: This Agreement will remain in effect until you: (1) elect to alter or change any aspect of this Agreement by submitting a new Autoship Agreement; (2) send, in writing, your cancellation of this Agreement to no.624 at 68 Sarasota Center Boulevard, Sarasota, Florida 34240, or by email to <a href="mailto:support@no624.com">support@no624.com</a>. (Notice must include your signature, printed name, address, and Associate Number), or (3) stop payment of any withdrawals by no.624 by notifying your issuing bank at least three days prior to the scheduled charging of your account. Notice of cancellation must be received by the fifth of the month in order to avoid charges for that month. If a cancellation notice is received after the fifth of the month, cancellation will become effective in month following the month in which your notice of cancellation is received by no.624. This Autoship Agreement is independent of your Associate Agreement. If your Associate Agreement is cancelled or terminated for any reason, this Autoship Agreement will continue in force until cancelled as provided herein.

SHIPPING and HANDLING: Shipping and handling charges will be added to each order as follows: Minimum Delivery — \$10.00

### **Terms and Conditions**

- 1. I understand that as a no.624 Associate:
  - a. I have the right to offer for sale no.624 products and services in accordance with these Terms and Conditions.
  - b. I have the right to enroll persons into no.624.
  - c. If qualified, I have the right to earn commissions pursuant to the no.624 Compensation Plan.
- 2. I agree to present the no.624 Marketing and Compensation Plan and no.624 products and services as set forth in official no.624 literature.
- 3. I agree that as a no.624 Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of no.624. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF NO.624 FOR FEDERAL OR STATE TAX PURPOSES. no.624 is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
- I have carefully read and agree to comply with the no.624 Policies and Procedures, 4. which are incorporated into and made a part of these Terms and Conditions (the Policies and Procedures and the Independent Associate Application and Agreement shall be collectively referred to as the "Agreement"). In the event of a conflict between these Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If I have not yet reviewed the Policies and Procedures at the time I sign this Agreement, I understand that they are posted at www.no624.com/policies, in my no.624 Business Kit, and in my no.624 Back Office. I will review the Policies and Procedures within five days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures, my sole recourse is to notify the company and cancel my no.624 Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from no.624. I understand that the Agreement may be modified or amended at the sole and absolute discretion of no.624, and I agree to abide by all such changes. Notification of changes shall be posted on no.624's website and in my no.624 Back Office. Changes shall become effective 30 days after publication. Any amendment to the Agreement, or to the dispute resolution provisions herein, shall not apply to: (1) a dispute arising prior to the effective date of such amendment; or (2) an Associate who declines to accept such amendment by discontinuing his or her no.624 business and status as an Associate following the Effective Date of any such amendment. The continuation of an Associate's no.624 business or an Associate's acceptance of bonuses or commissions after the effective date of any amendments shall constitute acceptance of any and all amendments.
- 5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my no.624 business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Associate. I shall not be eligible to sell no.624 products and services nor shall I be

eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. I expressly understand and agree that I have no contractual relationships with any other no.624 Associate and I hereby disclaim any and all interests in the downline organizations (if any) of my personally-enrolled Associates. In the event of cancellation, termination, or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. no.624 reserves the right to terminate all Associate Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Associate may cancel this Agreement at any time, and for any reason, upon written notice to no.624 at its principal business address. no.624 shall have the right in its sole and absolute discretion not to accept this Agreement or any renewal of it.

- 6. I may not assign any rights under the Agreement without the prior written consent of no.624. Any attempt to transfer or assign the Agreement without the express written consent of no.624 renders the Agreement voidable at the option of no.624 and may result in termination of my business.
- 7. I understand that if I fail to comply with the terms of the Agreement, no.624 may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that no.624 may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to no.624.
- 8. no.624, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release and hold harmless no.624 and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless no.624 and its affiliates from all liability arising from or relating to the promotion or operation of my no.624 business and any activities related to it (e.g., the presentation of no.624 products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify no.624 for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
- 9. The Agreement, in its current form and as amended by no.624 at its discretion, constitutes the entire contract between no.624 and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- 10. Any waiver by no.624 of any term of the Agreement or any breach of the Agreement must be in writing and signed by an authorized officer of no.624. Waiver by no.624 of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

- 11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.
- 12. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. In the event of a dispute between an Associate and no.624 arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. no.624 shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against an Associate. The Federal Arbitration Act shall govern all matters relating to arbitration. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings. The parties agree that the arbitrator will have the sole power to decide any question about the arbitrability of any claim, dispute or other difference This agreement to arbitrate shall survive any termination or between the parties. expiration of the Agreement. Where permitted under applicable law, you and no.624 expressly agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative You further waive participation in any class-action lawsuits, class-wide arbitrations, private attorney general actions, and any other proceeding in which someone acts in a representative capacity. You shall not institute or participate in, and the arbitrator shall not have the authority to hear an arbitrable dispute on a class, collective, consolidated, or representative basis, nor shall the arbitrator have the authority to grant class-wide relief, relief on a consolidated basis, or other relief extending beyond the individual claimant. You understand that both you and no.624 are waiving your rights to bring (or join, participate, or intervene in) any claim, controversy, or dispute covered by this arbitration provision as a class, collective, or other representative action. If a court of competent jurisdiction determines that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable, the remainder of this Agreement shall remain in full force and effect. If both: (1) the dispute is filed as a class, collective, or representative action; and (2) a court finds the class action waiver, or a portion thereof, unenforceable, then the parties agree that any claims as to which this class action waiver are enforceable shall be resolved by arbitration prior to litigation of the claims to which the class action waiver was deemed unenforceable. The parties agree that the claims to which the class action waiver was deemed unenforceable shall be stayed pending resolution of the claims subject to arbitration. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Sarasota County and State of Florida.
- 13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Middle District of Florida, or state court residing in Sarasota County, State of Florida.

- 14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
- 15. Montana Residents: Should a Montana resident cancel the Associate Agreement within 15 days from the date of enrollment, no.624 will refund 100% of the purchase price for the Business Kit.
- 16. Except as provided in paragraphs 14-15, refunds will be issued as provided in the Policies and Procedures and in the Notice of Right to Cancel below.
- 17. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.
- 18. If an Associate wishes to bring an action against no.624 for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against no.624 for such act or omission. Associate waives all claims that any other statute of limitations applies.
- 19. I authorize no.624 to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

#### NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the execution date (5 business days for Alaska residents and 15 business days in North Dakota for individuals age 65 and older). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN 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 make available to the seller at your residence, in substantially as good condition as when received, any goods 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 goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the 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 no.624, 68 Sarasota Center Boulevard, Sarasota Florida 34240, NOT LATER THAN MIDNIGHT of the third business day following the date agreement executed.