

INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

INFORMATION

Your Name: _____ Date: _____

Your Business Name (if applicable): _____
(If in U.S. must be registered with the IRS and have an associated EIN)

Street Address: _____

City: _____ State/Province: _____ Zip/Postal Code: _____ Country: _____

Phone Number: _____ Proposed Password: _____

E-mail Address: _____ Date of Birth (mm/dd/yyyy): _____ / _____ / _____

SSN, EIN, or Valid License/Passport #: _____

Your Proposed Website Name: http:// _____ .myitworks.com

ORDER AND PLACEMENT INFORMATION

YOUR ENROLLER: (enter Distributor ID #)

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YOU WILL BE PLACED UNDER: (enter Distributor ID #)

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1 PICK YOUR KIT

- \$99 USD BUSINESS BUILDER KIT**
(Promotional Price)
- eSUITE First 30 Days FREE with Business Builder Kit purchase!**
(\$20 USD/month after 30-day trial)
 Includes: your website, access to Training Academy, SUCCESS on Demand and more!
- \$35 USD Basic Distributor Kit**

3 SET UP YOUR AUTO-SHIPMENT

- AUTO-SHIPMENT (Optional)**
 Must have 80 BV auto-shipment to be commission qualified

ADD THESE ITEMS TO YOUR AUTO-SHIPMENT

ITEM #	PRODUCT	YOUR COST
<input type="checkbox"/> 112	Wrap Pack™ (54 BV)	\$69 USD
<input type="checkbox"/> 407	Skinny Pack™ (80 BV)	\$109 USD
<input type="checkbox"/> 416CHO	Fit Pack™ (120 BV) <i>with Rich Chocolate Ultimate ProFIT®</i>	\$179 USD
<input type="checkbox"/> 416VAN	Fit Pack™ (120 BV) <i>with Creamy Vanilla Ultimate ProFIT®</i>	\$179 USD
<input type="checkbox"/> 417CHO	Ultimate Pack™ (165 BV) <i>with Rich Chocolate Ultimate ProFIT®</i>	\$279 USD
<input type="checkbox"/> 417VAN	Ultimate Pack™ (165 BV) <i>with Creamy Vanilla Ultimate ProFIT®</i>	\$279 USD

NOTE: Product availability varies by country/region. Not all products listed are available in every country/region. Total purchase for shipment under Australian Personal Import Scheme may not exceed \$900 USD.

2 BOOST YOUR KIT AND GET READY TO PARTY

- BOOSTER PACK – \$499 USD**
(Savings of \$216 USD) (400 BV)
All the products you need for three parties!
 Includes: 8 Boxes of Ultimate Body Applicators™ (32 applications), 3 Boxes of Facial Applicators™ (12 applications), 1 Greens™, 1 Defining Gel, 1 Advanced Formula Fat Fighter™
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- MINI BOOSTER PACK – \$149 USD**
(Savings of \$114 USD) (60 BV)
All the products you need for one great party!
 Includes: 2 Boxes of Ultimate Body Applicators™ (8 applications), 1 Box of Facial Applicators™ (4 applications), 1 Greens™, 1 Defining Gel, 1 Advanced Formula Fat Fighter™

PAYMENT INFORMATION

(Payment by Credit Card only: Visa, MasterCard, Discover or American Express)

Credit Card #: _____ / _____ / _____

Exp. Date (mm/yyyy): _____ / _____

By signing below, you agree to the following: 1) Your credit card will be billed for the order above and any subsequent orders. 2) You have read the rules pertaining to membership and product returns on the back side of this form. Further, you have read and agree to the Policies and Procedures, Distributor Agreement, and the Compensation Plan for It Works!® Distributors.

TOTAL: \$ _____ USD


SHIPPING: \$ _____ USD

CALCULATED AT CHECKOUT
 (U.S. NEXT DAY OR 2ND DAY ORDERS MUST BE PLACED ONLINE)

TAX: \$ _____ USD

TOTAL: \$ _____ USD

Signature Required: X _____ Date: _____

 **It Works! Global™** 5325 SR 64 E | Bradenton, FL 34208 | Phone: (800) 581-5469 | Australia: (800) 750-398
 www.itworksglobal.com | Fax: (888) 711-3760 | Fax: 0011 1 888 711 3760

DISTRIBUTOR AGREEMENT TERMS OF ENROLLMENT

You are required to read and agree to the full Terms of Enrollment, Policies and Procedures, and Compensation Plan posted in the eSuite and on the It Works!® website, www.itworksglobal.com.

I. DEFINITIONS:

"Company" means It Works! Marketing, Inc. DBA It Works! Global™ and shall be referred to as It Works!® or the Company throughout this Agreement. "Distributor" refers to independent contractors that pay an administrative fee and build organizations that sell company products and that may produce ongoing sales commissions.

II. NOTICE OF RIGHT TO CANCEL:

You may CANCEL this transaction at any time prior to midnight of the THIRD BUSINESS DAY after the date of this transaction (five (5) days for Alaska residents). 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 (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. 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 twenty (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 Notice of Cancellation or notice to the Company.

III. REFUNDS:

1. Because our products produce different results for different people, we do not guarantee specific results nor offer a money back guarantee. Please follow the directions with each product you receive.
2. To receive a refund, all products must be returned within thirty (30) days of the ship date in an unopened, "new" condition. The customer is responsible for all return shipping costs. All product returns are subject to a 10% restocking fee.
3. In the case of distributor resignation or termination, the distributor has sixty (60) days (or longer where required by law) from the ship date to return products for refund. All product returns are subject to a 10% restocking fee.
4. When making a return the customer or distributor must use a traceable method of return. It Works! is not liable for the shipping costs for return products or any return shipments that may be lost in the return shipping process.
5. Refused orders are defined as orders that are refused upon delivery, return to sender, undeliverable or that have an insufficient address. In the US, a refused order is assigned an additional \$5 USD refusal fee that is deducted from the refund. In international markets (Australia, Canada, and EU), a refused order is assigned a \$20 USD refusal fee that is deducted from the refund. Refusal fees are applied to orders to offset return shipping costs and return processing charges. Refused orders could take up to ninety (90) days to reach the returns processing center.
6. International returns will not have any taxes refunded. VAT, GST, HST, and PST taxes are paid at the border upon entry and cannot be recovered; therefore, these taxes are not reimbursed for international returns.
7. **Loyal Customers returning product within the first three months of their loyal customer agreement will have their auto-shipment cancelled and a \$50 USD membership fee will be deducted from the return order processing for failure to complete their loyal customer agreement.**
8. Distributors and Loyal/Retail Customers who have enrolled in the auto-shipment program will continue to have their auto-shipment run monthly until they contact Customer Service to cancel the auto-shipment. This may be done by calling the market specific number assigned below. All auto-shipment cancellation requests must be completed at least two (2) business days prior to the auto-shipment process date.
9. If only a portion of a stocked package (several products grouped under/as one item number) is returned, the full value of the item(s) kept will be deducted from the return and all bonus volume for the item will be deducted.
10. Returns can take up to thirty (30) business days from being received at the returns processing center to be refunded.
11. All returns must be accompanied with the original or a copy of the original packing slip.
12. To exchange products, please call customer service to specify which product you would like to return and which products you would like to purchase as an exchange. Please place an exchange order prior to returning your items for exchange and refund.

IV. AGREEMENTS:

Under the Terms of this Agreement, each Distributor agrees to the following: (1) I agree that I am at least 18 years of age or the age of majority in my state or province of residence and that I have a valid Social Security Number or Federal Tax Identification number or other valid identification. (2) I understand that as an It Works! Distributor I am an Independent Contractor and not an employee of the Company. I am responsible for all Federal, State and Local Taxes and Business Licenses. (3) I understand and agree that Internet "spamming" (unsolicited commercial email) is an undesirable act, and It Works! does not permit the use of "spamming," and I will not participate in this act. (4) I agree not to make misleading or false, statements regarding It Works!, its products, business practices, or compensation plan. The making of false or misleading statements regarding the Company, its products, services, or other opportunities shall be grounds for termination of the Agreement between the Company and I. (5) The Company has carefully developed appropriate claims for its products ("Pre-Cleared Claims"), which are reflected in product labeling and authorized promotional materials. Distributors may utilize Pre-Cleared Claims in "product promotional statements" (which include all types of product-related communications, including verbal and written communications). If a distributor proposes to use claims in "product promotional statements" that are not Pre-Cleared Claims, the distributor must provide such claims to the Company at least 30 days prior to the proposed use. Claims that are not Pre-Cleared Claims may only be utilized in "product promotional statements" if the Company specifically authorizes their use. Otherwise, use of any claims in "product promotional statements" that are not Pre-Cleared Claims is strictly prohibited and may result in termination of your distributor agreement. (6) I will use only the words and descriptions contained in Company literature in selling the products (or services) offered by It Works!. I agree that neither I nor any representatives in my organization will make any guarantees regarding income projections. Compensation generated through the Compensation Plan is strictly from sales of Company products and services and thus income is based on personal efforts. (7) I understand that It Works! reserves the right to suspend or terminate my Independent Distributor relationship with the Company at any time based on illegal or unethical business practices, violation of the terms of this Distributor Agreement, Policy and Procedures, and Compensation Plan as deemed reasonable by It Works!. (8) I understand that the sale of consumer products and services constitutes the primary business activities of It Works!. (9) I understand that in order to receive compensation within the Compensation Plan, I must qualify according to the terms of the Compensation Plan. Commissions will be paid only on the sale of products and services offered by or through It Works! as set forth in the Compensation Plan. No commissions will be paid for recruiting or head hunting activity. (10) I agree that any use of the It Works! name, Intellectual Property, logo, or other such official materials of the Company must be approved by the Corporate Offices of It Works!. (11) I understand that I may not transfer, sell, assign, nor convey my position with It Works! without written consent of It Works!. Once approved by the Corporate Offices of It Works!, I will be charged a transfer fee. (12) I understand and agree that upon my death I may will my position with It Works!. My inheritors must submit to the Company a written notice and a copy of a Probate or Court Order legally establishing the successor's right to the Company business. (13) I will only submit one application per Social Security number or Federal Tax Identification number or other type of identification. I understand that the use of another person's name, trade name, fictitious name, assumed name, corporation, partnership, trust, federal ID number, fictitious ID number, or other artifice or device to enable more than one position within It Works! is strictly prohibited and subject to immediate cancellation by the Company. (14) I agree that I shall hold It Works! harmless for any delays and failures in performance of its duties under this Agreement due to circumstances beyond the reasonable control of the Company, including, but not limited to, software performances, payment of commissions, and products and technology issues. (15) I understand, if at any time I am contacted by the Media regarding the Company or its products or services, I will refrain and not attempt to respond, and I will contact the It Works! Corporate Office immediately. (16) I understand that It Works! has the right to terminate this entire Agreement automatically and it shall be null and void for any breach of this Agreement.

V. INTENTION AND VENUES:

Under the Terms of this Agreement, each Distributor agrees to the following: (1) I understand that the laws of the State of Florida shall govern the terms of the Distributor Agreement, Policy and Procedures, plus the Compensation Plan. (2) I agree to hold harmless and indemnify It Works! and its officers, directors, employees, and agents against any claims, liability obligations, expenses, or damages arising out of any representation made by me in connection with It Works!, its products, business practices, and compensation plan. (3) I understand that if any portion of this document is shown to be invalid the rest of the document shall remain valid. "Agreement" means the contract between the Company and each Distributor and includes the Application and Agreement, including these Terms of Enrollment, the Policies and Procedures, and the Compensation Plan. At any time, the Company reserves the right to amend each of the above referenced documents. Company will notify its Distributors by common communication (by email, US mail, or other means) of any changes. Distributors shall always review Company documents from time to time for changes.

(4) I UNDERSTAND I IRREVOCABLY GIVE UP THE RIGHT TO SEEK LEGAL REMEDY IN A COURT OF LAW WITH A TRIAL BY JURY. INSTEAD ALL DISPUTES SHALL BE SETTLED BY BINDING ARBITRATION. I also understand and agree that disputes with It Works! shall be submitted to binding arbitration under the auspices and rules of the American Arbitration Association in the County of Manatee, Florida.