

New Agreement or Change Request or Yearly Renewal Encoura ID# (if known) _____

Applicant's Name: _____ SSN: _____
Applicant's Name Must Match SSN

Co-Applicant's Name: _____ SSN: _____
Co-Applicant's Name Must Match SSN. If spouse is to be joint account holder they must sign agreement below. (As it will appear on commission checks if different than Applicant's name)

Street Address: _____

City: _____ State: _____ Zip Code _____

Check to indicate your preferred contact:

Home Phone: _____ Business Phone: _____

Email Address: _____

SPONSOR INFORMATION

Sponsor's Name: _____ ID# _____

AGREEMENT

I am applying to become an Encoura Agent, sending a change request or yearly renewal. Only individuals and authorized entities may become an authorized Encoura Agent.

I understand that when I become an authorized Encoura Agent I will be able to purchase the Encoura products at the Advantage Customer prices. To use the Wholesale prices a Wholesale Card will need to be purchased.

I agree to sell or use wholly or partially at least 70% of the products I have ordered prior to reordering products. I understand I need to establish a minimum monthly Point Volume (PV) totaling at least 20 PV to qualify for bonuses in the Encoura Compensation Plan.

CANCELLATION: I understand that I have the right to cancel my Encoura Agent Agreement at any time.

100% SATISFACTION GUARANTEE: Encoura offers Customers a 30-day money-back guarantee. If, for any reason, a Customer is dissatisfied with any Encoura brand product, he or she may return that product to the Company within 30 days from the date of purchase for a replacement, exchange or full refund of the purchase price (less shipping and handling). If a Direct Customer is also an Encoura Agent, this refund provision is limited to \$100 per year. Returns in excess of \$100 per year will constitute the Encoura Agent's request to voluntarily cancel his or her Agent Agreement. Non Encoura brand products have their own guarantee.

Signature (Required) By signing in the space provided below, I am applying to become an Encoura Agent. I am of legal age, have carefully read and agree to all the Terms and Conditions of this Agreement and the published Policies and Procedures of Encoura. An Encoura Agent has the right to cancel their Agreement with Encoura at any time, regardless of reason. Cancellation must be submitted in writing to Encoura at its principal place of business in Fall River, Wisconsin. Additional Terms and Conditions of the Agreement are contained on page 2 hereof and in the published Policies and Procedures. (This agreement is not valid unless signed.)

Applicant's Signature: _____ Date _____

Co-Applicant's Signature: _____ Date _____

You, the Applicant, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the reverse side of this form for an explanation of this right.

Terms & Conditions

1. As used throughout these terms and conditions, the term "Agreement" shall collectively refer to the Encoura Agent Agreement, the Encoura Policies and Procedures, and the Encoura Marketing and Compensation Plan. These documents, in their current form and as amended by Encoura at its sole discretion, are incorporated by reference into these terms and conditions, and constitute the entire contract between Encoura and Agents. No other representation, promise, or agreement, shall be binding on the parties unless in writing and signed by an authorized officer of Encoura.

2. I understand that I will remain an Advantage Customer and to qualify to use the Wholesale prices a Wholesale Card will need to be purchased.

3. I am of legal age in the state of my residency. I agree that as an Encoura Agent I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Encoura. I understand that I shall not be treated as an employee of Encoura for Federal or State tax purposes. Encoura is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required.

4. I agree to present the Encoura Marketing and Compensation Plan fairly and completely. I shall never represent that the purchase of any goods or services are required to participate at any level of the Encoura program. Encoura reserves the right, in its sole discretion, to decline to accept any Agreement. Upon Encoura's acceptance of this Agreement, the Agent shall have the right to purchase products and services at the wholesale prices and to participate in the Compensation Plan when qualified. The Agent shall make no claims or representations of actual or potential earnings, guaranteed or anticipated profits or sales success. The Agent agrees to sell or use wholly or partially at least 70% of purchased products ordered prior to reordering products.

5. I understand that Encoura does not guarantee or warrant that Encoura Agent earn an income. Under no circumstances shall I represent that an Encoura Agent is guaranteed an income. I understand that my income is dependent on the sales of Encoura goods and services to end-users. Accordingly, I shall not represent that commissions or bonuses may be earned by the mere act of sponsoring other Agents.

6. All Agents of Encoura are not employees of Encoura. Each Agent who earns a commission or any other type of income as a result of being an Encoura Agent, is totally and personally responsible to report and pay for ANY and ALL types of Federal, State and Local income taxes, corporate, commission taxes, sales taxes, fees, dues, penalties or any other type of liability or monies that are due to ANY and ALL Federal, State, Local or any other type of Government or private agency. Encoura is not, can not and will not be responsible for any and all monies due to any and all Government or private agency that any Encoura Agent may have personally incurred.

7. If I wish to retail products, I understand that I must have a Sales Tax Exemption or Reseller's Certificate, and that I shall be solely responsible for collecting and remitting the appropriate sales tax to the tax authorities in the jurisdictions in which I retail products. If I do not have a Sales Tax Exemption or Reseller's Certificate, I may, nevertheless, develop non-Agent Customers by enrolling them in Encoura's Customer Programs, but I may not inventory and resell products to them.

FOR WISCONSIN RESIDENTS ONLY: Encoura collects sales tax on the Agent / Direct Customer price of all taxable items sold. Therefore, all items purchased without a Sales Tax Exemption or Reseller's Certificate on file with Encoura shall be used for personal and family use.

8. Encoura, its directors, officers, shareholders, employees and assigns (collectively referred as "affiliates"), shall not be liable for, and I release Encoura and its affiliates from, and waive all claims for, consequential and exemplary damages arising from or relating to Encoura's performance of its duties and obligations under the Agreement. I further agree to hold harmless and indemnify Encoura and its affiliates from any claims and/or liability arising from or relating to the promotion or operation of my Encoura business and any activities related to it (e.g., the presentation of Encoura products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

9. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Encoura. Any attempt to transfer or assign this Agreement without the express written consent of Encoura renders this Agreement cancelable at the option of Encoura and may result in disciplinary action.

10. I understand that the Agreement may be amended at the sole discretion of Encoura, and I agree that all such amendments will apply to me. Amendments shall become effective upon publication in official Encoura literature. The continuation of my Encoura business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

11. This Agreement will remain in effect for six months or until I do not continue a personal PV of at least thirty (30) PV for six months. Either party to this Agreement may elect not to renew it upon its term end.

12. Encoura reserves the right to take disciplinary action as specified in the Policies and Procedures against any Encoura Agent who violates the Agreement, or who engages in any conduct that, in Encoura's sole discretion, damages Encoura's reputation, or which is a violation of any law, regulation, or ordinance.

13. Agents may cancel this agreement at any time, and for any reason, by giving written notice to the Company at its principal business address.

14. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

15. If my Agent Agreement is cancelled or terminated at any time for any reason, I understand that I will permanently lose all rights as an Encoura Agent, including but not limited to rights to bonuses and commissions. I further agree to waive all rights and claims to my prior marketing organization (Team), including but not limited to any property rights that I may have.

16. I will not contact or solicit a supplier or manufacturer of Encoura's products, and acknowledge that this will result in automatic termination.

17. Encoura Agents may return products, literature and sales aids in reusable and resalable condition at any time within thirty days of purchase and receive 100% refund on literature and sales aids returns and 90% refund upon product returns. All refunds are offset by the amount of commissions and rebates paid upon returned items. Shipping costs of returned items shall be borne by Agent. Payment will be made within (60) days of actual receipt of returned items. Deposits are refundable upon written request within (60) days of termination of Agent. Request for refund may cancel this agreement at the option of Encoura. Encoura will honor refund policies provided by any state or federal law applicable to Agents.

To cancel the Agreement, complete this section of the form and send it to Encoura.

COMPLETE THIS SECTION ONLY WHEN YOU WANT TO CANCEL THIS AGREEMENT - NOTICE OF RIGHT TO CANCEL

DATE OF TRANSACTION: _____ ENCOURA ID#: _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. 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 Encoura, Inc., 111 Deer Run Drive, Fall River, WI 53932. NOT LATER THAN MIDNIGHT of the third business day following the date set forth above. I HEREBY CANCEL THIS TRANSACTION.

Applicant's Signature: _____ Date: _____

Co-Applicant's Signature: _____ Date: _____

Mail Application To:
Encoura
111 Deer Run
Fall River, WI 53932
Phone: 608-438-9841

12/29/12