

**Independent Associate Application and Agreement** 

1815 E. Central Ave. Wichita, KS 67214 Tel: (316) 616-0465

Bonvera

\*NOTE: When using a Federal ID number, you must also complete the Corporate Registration Form.

Billing Address (Not P.O. Box)	City	ID Number*  State/Province  State/Province	Date of Birth (m/d/y)  Date of Birth (m/d/y)  Zip/Postal Code  Zip/Postal Code
	City		Zip/Postal Code
Shipping Address – <i>if different from above</i> (Not P.O. Box)  Day Phone Number	City		·
Day Phone Number		State/Province	Zip/Postal Code
	Evening Phone Number (if diff		4
Email Address	· · · · · · · · · · · · · · · · · · ·	Evening Phone Number (if different from day)	
	Co-Applicant Email Address		
Enroller			
Enroller Name (First, Middle, Last)	Email Address	Email Address	
Associate ID Number	Phone Number		
Sponsor (If other than Enroller)			
Sponsor Name (First, Middle, Last)	Email Address		
Associate ID Number	Phone	Number	
Startup Packs	Method of I	Payment	
☐ Associate Registration Pack - \$49.95	□Visa	MasterCard ☐ Disc	cover
Optional First Order & Registration Pack \$199.90  (Optional First Order \$174.95 + Discounted Registration Pack \$24.95 = \$199.90)	☐ American Expr	☐ American Express ☐ Personal Check <sup>†</sup> [Card Number	
☐ ICAA Annual Membership - \$8.00	Name on Card (please r	Name on Card (please print)  Security Co	
Shipping & Handling			
Subtotal	Signature of Card Holde	Signature of Card Holder	
Sales Tax* *Sales Tax based on applicable state & local rates for address of purchaser.		— Please make Checks payable to: Bonvera —  †Payment by Personal Check may delay shipping of Registration Pack by 7-10 business days	
Total Due with Application	I authorize Bonvera to	o run ACH deposits into the checking according bonuses and commissions. (If checked, s	ount that I set up under my
	(Signature)	(Da	ate)
Terms of Agreement			
My signature below indicates that I have read the Terms of A Policies & Procedures, and that I willingly accept all of the that I have a right to cancel at any time, regardless of re	Terms and Conditions of teason. Cancellation must	this agreement. As an Asso be submitted in writing to t	ciate, I understand the Company at its
Terms of Agreement  My signature below indicates that I have read the Terms of A  Policies & Procedures, and that I willingly accept all of the that I have a right to cancel at any time, regardless of reprincipal place of business. This Agreement is not effective	Terms and Conditions of teason. Cancellation must	this agreement. As an Asso be submitted in writing to t at its principal place of busi	ciate, I understand the Company at its

(3) copies of this completed contract shall be made:

(1) for Home Office

(1) for Associate

(1) for Enroller

## **Terms of Agreement**

## I hereby apply to become an Independent Associate of the Bonvera (hereinafter "Company") sales and marketing program. As an Associate, I understand and agree that:

- 1. I am of legal age in the state in which I enter this Agreement.
- I shall become a Company Associate upon acceptance of this
  application by the Company. As an Associate, I shall have the right to
  sell the products and services offered by the Company in
  accordance with the Company's sales and marketing program and
  statement of policies and procedures, which may be amended and
  changed from time to time.
- Upon notification to Associates, the Company, at its discretion, may amend the compensation plan, product pricing, statement of policies and procedures etc., with the approval of the Independent Community Advisory Association.
- 4. I have carefully reviewed the Company's sales and marketing plan, rules and regulations, policies and procedures and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by the Company.
- 5. The term of this Agreement is one year. Unless otherwise directed by you or the Company, your account on file will be billed and the renewal process will happen automatically on your anniversary date (every year unless you terminate your Agreement). Under all circumstances, whether automatic billing or payment, the renewal fee must be received no later than 30 days after your anniversary date or the Company has the option to deactivate your status, and you will need to pay a reinstatement fee of \$49.95 to become active again. In addition, the Company reserves the right to accept or reject your application for renewal and the renewal shall be deemed accepted if it has not been rejected in writing by the Company within 30 days of receipt of the renewal fee. The renewal fee is \$29.95. On the anniversary of automatic annual renewal, upon logging into the website, there will be a pop-up with any changes in the policies and procedures to read and agree before processing the renewal.
- 6. An Associate shall be entitled to cancel participation in the sales and marketing program at any time and for any reason upon notice to the Company. Upon notification of cancellation or termination, the Company will repurchase Associate purchased inventory in accordance with its policies as stated in the Company's sales and marketing program and policies and procedures.
- 7. Upon acceptance of this application by the Company, I will be an independent contractor responsible for my own business and not an employee of the Company. 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 at 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 Company's trade name and/or trademark except in the advertising, provided to me by the Company or in other advertising without prior written approval by the Company.
- Any Associate, who sponsors other Associates, must fulfill the obligation of assisting in the distributing and selling of products to the ultimate consumer, and in the training of those sponsored. Associates must have appropriate contact, communication and training for his or her sales organization. Examples of such training may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to Company training, and sharing genealogy information with those sponsored. Associates should be able to provide evidence to the Company of ongoing fulfillment of sponsor responsibilities. If an Associate is an Enroller in the sales and marketing program entitled to Enroller bonuses, then the Enroller is obligated to the same responsibilities of supervisory, communication, and training activities with respect to Associates he or she has enrolled, irrespective of whether the Enroller is also the Sponsor of those Associates.
- 10. The Company's sales and marketing program is built upon retail sales to the ultimate consumer. The company also recognizes that Associates may wish to purchase product(s) or service(s) in reasonable amounts for their own personal or family use. For this reason, a retail sale for bonus purposes shall include sales to non-participants, as well as sales to Associates for personal or family use which are not made for purposes of qualification or advancement. It is company policy to prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the sales and marketing program. Associates may not inventory load nor encourage others

- in the sales and marketing program to inventory load. Associates must fulfill published personal and downline retail sales requirements, including required retail sales to non-participants, as well as supervisory responsibilities to qualify for bonuses, overrides or advancements.
- 11. The Associate acknowledges that they are an independent marketing representative who establishes and services retail customers for Company products as an independent contractor. The position of Associate does not constitute either a sale of a franchise or distributorship. This Agreement is not intended and shall not be construed to create a relationship of employer, employee, agency, partnership, or joint venture between any Associates or the Company.

As an independent contractor, the Associate shall:

- Abide by any and all federal, state, county and local laws, rules and regulations pertaining to this Agreement and/or the acquisition, the receipt, holding, selling, distributing or advertising of Company products.
- b) At the Associates own expense he or she must produce, 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 Company 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 a Company Associate other than the purchase of a registration pack, which is sold "at Company cost." (Purchase is optional in North Dakota). This "at cost" registration pack fee covers basic and ongoing sales and marketing materials, and support in both written, electronic and online media formats, including product and service updates.

As an extension to the initial "at cost" registration pack, a \$9.95 monthly fee will be charged beginning on the anniversary date of the second month, for expanded "at cost" ongoing sales and marketing materials support, including back office accounting review, training updates, replicated website, and communication tools to support the sales and marketing process. By submitting this Application and Agreement, Associate specifically authorizes this monthly fee to be charged to the Associate's on-file debit or credit card (or other form of payment acceptable to the Company) each month for as long as he or she remains an Associate.

This fee will only be charged if and when the Associate uses their back office. There will not be a back charge for any previous days or months when the back office was not used. All shopping and commissions are available without having to pay for this back office support.

- Prior written approval from the Company is required for the following:
   a) To advertise Company products.
  - b) Issuance of an Associate position in a corporate name.
- 14. The Company may immediately terminate an Associate who discredits the Company's name, violates any requirement contained in this Agreement, Company policy and procedures, training manuals, or misrepresents the Company's products or business opportunity by making claims contrary to the Company's product literature and labels.
- 15. This Agreement constitutes the entire Agreement between the Associate and Company, and no other additional promises, representations, guarantees or agreements of any kind shall be valid.
- 16. This Agreement shall be governed by the laws of the state of Kansas. All claims, disputes and other matters between the parties of this Agreement according to the policies and procedures when stated, shall be brought, when appropriate as outlined in the policies and procedures in Sedgwick County District Court in Wichita, Kansas, or in the U.S. District Court for the District of Kansas. in Wichita. Kansas.
- I acknowledge that I have read, understand, and agree to the terms set forth in this Agreement.
- 18. This Agreement is not in force until accepted by the Company.