



*\*NOTE RELATED TO DEFINED TERMS: CAPITALIZED WORDS CONTAINED HEREIN ARE OFTEN DEFINED TERMS, AND SUCH TERMS ARE UTILIZED THROUGHOUT THIS APPLICATION. MANY TERMS ARE DEFINED IN SCHEDULE 1 TO COMMON SENSE WELLNESS WORLDWIDE'S CURRENT POLICIES AND PROCEDURES (THE "POLICIES AND PROCEDURES") AND THE COMPENSATION PLAN (DEFINED BELOW), AND OTHERS ARE DEFINED HEREIN OR THEREIN IN THE SECTIONS WHERE THEY ARE MOST UTILIZED. FOR EASE OF UNDERSTANDING WE RECOMMEND THAT YOU PRINT SCHEDULE 1 TO THE POLICIES AND PROCEDURES AND THE COMPENSATION PLAN SO THAT AS YOU REVIEW THIS APPLICATION THE DEFINITIONS FOR THOSE TERMS ARE EASILY ACCESSIBLE BY YOU. ADDITIONALLY, WE RECOMMEND YOU UTILIZE THE "SEARCH" FUNCTION OF YOUR SOFTWARE APPLICATION TO LOCATE TERMS WITHIN THE DOCUMENT THAT YOU ARE UNFAMILIAR WITH. IF YOU SEARCH FOR THE TERM WITH QUOTATION MARKS AROUND IT YOUR APPLICATION SHOULD DISPLAY THE PORTION OF THE TEXT WHERE THE RELEVANT TERM IS DEFINED.*

LINKS TO DOCUMENTS:

Policies & Procedures [create hyperlink]

Compensation Plan [create hyperlink]

I hereby submit this application (this "**Application**") to become an Independent Business Owner or Preferred Customer of Products. This Application and the Agreement (defined below) become effective on the date accepted by Common Sense Wellness Worldwide, LLC, a Texas limited liability company ("**Common Sense Wellness Worldwide**"). I certify that I am of legal age to enter into a contract in the state where I reside.

1. PARTIES. I understand that upon acceptance of this Application I am contracting with Common Sense Wellness Worldwide and shall be subject to the Terms and Conditions.

2. AGREEMENT. The term "**Agreement**" shall mean the contracts between Common Sense Wellness Worldwide and each Independent Business Owner, which contracts include, but are not necessarily limited to, this Application, the Policies and Procedures, the Compensation Plan, and the Business Entity Form (where appropriate), all in their current form and as amended by Common Sense Wellness Worldwide in its sole discretion and any other written agreement between me and Common Sense Wellness Worldwide. I hereby agree that I will be contractually bound by the terms of the Agreement and intend for the Agreement to be a binding legal obligation upon me.

3. COMPLIANCE WITH LAWS. I agree to comply with all applicable laws relevant to conduct of my activities as an Independent Business Owner or Preferred Customer under the Agreement. In particular (but without limitation), I must not make any actual or potentially misleading or deceptive claims in relation to any compensation received from Common Sense Wellness Worldwide or any rewards or benefits that might be derived from conducting activities as an Independent Business Owner or Preferred Customer, or in relation Products.

4. INDEPENDENT BUSINESS OWNER RIGHTS. I understand that as an Independent Business Owner I have the right (but not the obligation) to: (i) offer for sale Products in accordance with the Terms and Conditions; (ii) to Enroll individuals or entities as Independent Business Owners or Preferred Customers; (iii) if qualified, earn Compensation pursuant to the Compensation Plan. Further, I understand that Compensation is paid related to actual sales of Products and not for the enrollment of other Independent Business Owners.

5. INDEPENDENT CONTRACTOR

(a) **Method of Performing Services.** I acknowledge that I will: (i) determine the method, details, and means of performing any and all activities related to being an Independent Business Owner or Preferred Customer; (ii)

pursue selling activities at any suitable time and location I choose; and (iii) use my own resources such as supplies, equipment, tools, and materials to perform selling activities. I further acknowledge that I am entering into the Agreement, and will remain throughout the term of the Agreement, as an independent contractor.

(b) **Not an Employee.** I acknowledge that I shall not, nor shall any employee or agent of mine, become an employee, partner, agent, or principal of Common Sense Wellness Worldwide pursuant to the Agreement. Additionally, the Agreement does not in any way create any type of partnership, association, joint venture, or other business relationship.

(c) **No Employment Benefits.** I acknowledge that I shall not, nor shall any employee or agent of mine, be entitled to the rights or benefits afforded to Common Sense Wellness Worldwide's employees, including but not limited to, disability or unemployment insurance, workers' compensation, medical or life insurance, sick leave, compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit. I further acknowledge that I am solely responsible for providing, at my own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, licenses, and any other requirement for me and for my employees and subcontractors.

(d) **Tax Obligations.** I acknowledge that because I am not an employee of Common Sense Wellness Worldwide, Common Sense Wellness Worldwide is not responsible for withholding, and shall not withhold or deduct from my Compensation, if any, FICA, or taxes of any kind. I understand I am not entitled to workers compensation or unemployment security benefits of any kind from Common Sense Wellness Worldwide.

6. COMPENSATION PAYMENTS. I understand that the Agreement must not be Cancelled, and I must not be in breach of the Agreement, to be eligible to receive Compensation.

7. REFUNDS & PRODUCT RETURNS.

(a) **Product Guarantee.** Restockable and Resalable Product and marketing materials included in the initial order may be returned within thirty (30) days after the purchase and receive a 100% refund, less shipping costs. Only Restockable and Resalable Product shall be eligible for a refund, unless defective. All returns must have a Return Merchandise Authorization ("**RMA**") issued by Common Sense Wellness Worldwide. Business Kits (all Products and materials included) are nonrefundable/nontransferable. Independent Business Owners and Preferred Customers are responsible for returning Product to Common Sense Wellness Worldwide within ten (10) business days of receipt of the RMA, or the Product will not be eligible for return.

(b) **Inventory Returns.** An Independent Business Owner who submits a voluntary Cancellation (which Cancellation must be in writing) may return Products and marketing materials purchased within the twelve (12) month period prior to resignation, subject to the 70% Sale Rule, and subject to the provisions set forth above regarding Resalability and RMAs. Upon compliance with all applicable requirements, a full refund, less a 10% restocking fee and shipping costs, will be issued by Common Sense Wellness Worldwide. Any Product that is expired, or that is within three (3) months of expiration, will not be eligible for a refund. Please allow for up to twenty (20) days from the time that Product is received to receive a refund.

(c) **Exceptions to the Refund Policies.** Previously paid Compensation may be reversed or adjusted as a result of the exceptions and at the sole discretion of Common Sense Wellness Worldwide. Any Compensation paid to the Independent Business Owner and its Upline for Product returned by an Independent Business Owner or Retail Customer may be debited from each such Upline Independent Business Owner's account or withheld from present or future Compensation payments. Each Independent Business Owner agrees that it will not rely on existing



Downline Volume at the close of a Compensation period, as returns may cause changes to Title, Rank and/or Compensation.

(d) **Cancellation for Excessive Returns.** If an Independent Business Owner or Preferred Customer returns more than \$480.00 for a refund in any rolling twelve (12) consecutive month period, the last such return request will constitute the Independent Business Owner's or Preferred Customer's voluntary Cancellation, and the refund will be processed as an inventory repurchase as described in the Policies and Procedures, and the Agreement shall be terminated.

8. AMENDMENTS. Common Sense Wellness Worldwide may amend the Agreement from time to time. Common Sense Wellness Worldwide shall notify me of such amendments, which shall be posted in the Independent Business Owner's and Preferred Customer's back office. The continuation of the Agreement and Common Sense Wellness Worldwide's obligation to pay Compensation after the effective date of amendments shall constitute my acceptance of any and all such amendments.

9. TERM & TERMINATION. The term of the Agreement is one (1) year, subject to earlier Cancellation in accordance with the Agreement or pursuant to applicable law. Common Sense Wellness Worldwide may refuse to renew the Agreement for any reason. If the Agreement is not renewed, or if a Cancellation occurs for any reason, I understand that my right to sell Products and receive Compensation will cease. Common Sense Wellness Worldwide reserves the right to terminate the Agreement at any time upon thirty (30) days' notice if Common Sense Wellness Worldwide elects to: (i) cease business operations; (ii) dissolve as a business entity; (iii) terminate distribution of Products via direct selling channels; or (iv) at any time upon not less than seven (7) day notice and without further notice if the Independent Business Owner breaches the Agreement and fails to remedy the breach before the end of the notice period. I may cancel the Agreement at any time, and for any reason, upon written notice to Common Sense Wellness Worldwide via mail or electronic mail.

10. AUTOSHIP PROGRAM. I may choose to have Product sent to me monthly on an automatically processed order. To change any detail pertaining to my Autoship order I understand I must contact Customer Care via electronic mail, mail, phone, or via my back office, within two (2) full business days prior to the date the Autoship is scheduled to run. All orders are subject to the sales tax of my region, which will be added to the Autoship order total. Shipping and handling charges will also be added to each Autoship order. The credit card associated with my account will automatically be charged for this order. Orders in which payment method is declined may not be processed. Attempts may be made by Common Sense Wellness Worldwide to reprocess the order should my payment method decline; however, Common Sense Wellness Worldwide makes no assurances that these attempts will be made. If my credit card is due to expire, I acknowledge that my issuing bank may update my expiration date automatically, which will allow Common Sense Wellness Worldwide to process my order payment. If an order cannot be processed due to payment difficulties, Common Sense Wellness Worldwide will not be held responsible for Personal Volume shortfalls.

11. NO ASSIGNMENT. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Common Sense Wellness Worldwide. Any attempt to transfer or assign the Agreement without the prior express written consent of Common Sense Wellness Worldwide renders the Agreement voidable at the option of Common Sense Wellness Worldwide and may result in Cancellation.

12. RELEASE AND INDEMNIFICATION. To the maximum extent permitted by law, Common Sense Wellness Worldwide shall not be liable for, and I release Common Sense Wellness Worldwide 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 Common Sense Wellness Worldwide and its affiliates from all liability arising from or relating to: (a) my



breach of the Agreement; (b) the promotion or operation of my Marketing Organization or any other Independent Business Owner or Preferred Customer and any activities related to it, including, but not limited to, the presentation of Products or the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and agree to indemnify Common Sense Wellness Worldwide and its affiliates for any liability, damages, fines, penalties, or other; (c) any incorrect data or information provided by me or any other Independent Business Owner or Preferred Customer to Common Sense Wellness Worldwide; (d) my, or any other Independent Business Owner or Preferred Customer's failure to provide any information or data necessary for Common Sense Wellness Worldwide to operate its business; or (e) awards arising from any unauthorized conduct that I undertake in operating my Marketing Organization. I further agree to indemnify Common Sense Wellness Worldwide for any liability, damages, fines, penalties or other awards arising from any unauthorized conduct that I undertake in operating my business.

13. LICENSE TO USE CERTAIN INTELLECTUAL PROPERTY. Subject to the Terms and Conditions, Common Sense Wellness Worldwide grants to me a non-exclusive, royalty free, revocable license to use the Official Common Sense Wellness Worldwide Material for the purpose of promoting the Products and sourcing potential Preferred or Retail Customers. I agree that Common Sense Wellness Worldwide may impose restrictions on my use of Common Sense Wellness Worldwide name, trade names and trademarks, logos and other intellectual property (collectively "*Marks*") and advertising in order to protect the rights, reputation and image of Common Sense Wellness Worldwide.

14. ENTIRE AGREEMENT. The Agreement, in its current form and as amended by Common Sense Wellness Worldwide, constitutes the entire contract between Common Sense Wellness Worldwide and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect, and if there is any discrepancy between the Agreement and any information that I have received that is not contained in the Agreement then this Application should not be submitted to Common Sense Wellness Worldwide.

15. WAIVER. Any variation or waiver by Common Sense Wellness Worldwide of any breach of the Agreement must be in writing and signed by an authorized officer of Common Sense Wellness Worldwide. Waiver by Common Sense Wellness Worldwide of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

16. SEVERABILITY. If any provision of the 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.

17. DELAYS. Common Sense Wellness Worldwide is not responsible for delays in the performance of its obligations under the Agreement when performance is made commercially impracticable due to circumstances beyond its reasonable control.

18. GOVERNING LAW. This Application and the Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws.

19. DISPUTE RESOLUTION. All disputes and claims relating to Common Sense Wellness Worldwide, the Agreement, or any other claims or causes of action relating to the performance of me or another Independent Business Owner or Preferred Customer shall be settled totally and finally by arbitration as set forth in the Policies and Procedures. Nothing in the Agreement shall prevent Common Sense Wellness Worldwide from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction,



permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

20. JURISDICTION AND VENUE. The parties consent to jurisdiction and venue before any federal or state court in Travis County, State of Texas, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration unless the laws of the state in which an Independent Business Owner or Preferred Customer resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state.

21. LIMITATION OF ACTION. If an Independent Business Owner or Preferred Customer wishes to bring action against Common Sense Wellness Worldwide for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Common Sense Wellness Worldwide for such act or omission. Independent Business Owner or Preferred Customer waives all claims that any other statutes of limitations apply.

22. CANCELLATION OF APPLICATION. You may cancel this Application, without any penalty or obligation, within fifteen (15) business days from the date of enrollment. If you cancel this Application and immediately return any Product received as Restockable and Resalable Product, then any payments made by you pursuant to the Agreement, and any negotiable instrument executed by you, will be returned within ten (10) business days. If the Product returned is not Restockable and Resalable Product then the actual cost of such Product(s) may be deducted from the payment to be returned to you. To cancel this transaction email the Compliance Department at [compliance@commonsenseww.com](mailto:compliance@commonsenseww.com).

23. APPLICATION OF MANDATORY LAW. In the event federal or state laws mandate terms that are different than those contained in the Agreement then such laws shall apply and shall preempt the provisions contained in the Agreement.

