

BFX STANDARD

Address: 30 N Gould St., Ste 29274 Sheridan, WY 82801

Independent Business Associate Application and Agreement

Phone: (866) BFX-0010

Website: www.BFXSTANDARD.com

Applicant Information			
Name:			
Social Security Number (for Individuals) or Employer Identification Number (for an entity):		Email Address:	
Primary Phone:		Alternate Phone:	
Street Address:			
City:		State:	Zip Code:
Business Entity Information			
Business Name:			
Tax Identification Number:		Email Address:	
Primary Phone:		Alternate Phone:	
Street Address:			
City:		State:	Zip Code:
Sponsor Information			
Name:		Independent Business Associate ID Number:	

Assumed Names, Corporations, LLCs, Partnerships, or Trusts -- If your business will be owned by a corporation, limited liability company, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete the Business Entity portion and submit Articles of Incorporation along with the Agreement. Articles of Incorporation must be submitted within 60 days after your submission of this Independent Business Associate Agreement.

Enrollment Fee

Each Applicant must purchase an BFX STANDARD Starter Kit (optional in North Dakota). The Kit contains necessary tools and documents to help you get your BFX STANDARD business launched.

A. Enrollment Fee	\$15.00
B. Subtotal (A + B)	\$ _____
C. Sales Tax (____% x C)	\$ _____
D. Total Due (C + D)	\$ _____

Payment Information (Participation in the Automatic Annual Renewal Program requires payment by credit card)☐ Personal Check or Money Order Enclosed (make payable to BFX STANDARD)☐ MasterCard ☐ Visa ☐ American Express Card No. _____ Exp. Date (MM/YY) _____ Security Code _____

Name on Card _____ Authorized Signature _____ Date _____

By signing above, I authorize BFX STANDARD to charge my credit card for all orders and payments indicated on this Application and Agreement. The billing address for the credit card must match the Applicant's address listed above.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day (5 business days in Alaska and 15 business days in North Dakota for individuals age 65 and older) after the date of this transaction. See the reverse side of this form for an explanation of this right. By signing below I: (1) certify that the tax identification number provided above is my correct taxpayer identification number; (2) certify that I am of legal age (the age of majority) in the state in which I reside; (3) have carefully read the terms and conditions on the back of this Application and Agreement, the BFX STANDARD Policies and Procedures, and agree to abide by all terms set forth therein. I understand that I have the right to terminate my BFX STANDARD independent business at any time, with or without reason, by sending written notice to the Company at the above listed address. BFX STANDARD reserves the right to approve or decline this Independent Business Associate Application and Agreement in its sole and absolute discretion. I specifically and expressly agree to the Dispute Resolution terms and conditions set forth in Section 9 of the Policies and Procedures which require arbitration and I hereby waive all rights to trial by jury or to any court (not applicable to residents of Louisiana).

Applicant's Signature _____ Date _____

By signing above, I certify that I have not been an BFX STANDARD Independent Business Associate, or a partner, shareholder, or principal of any entity having an BFX STANDARD business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Associate Application and Agreement may result in action by BFX STANDARD, up to and including termination of this Agreement.

Mail the completed signed original Application and Agreement to: BFX STANDARD, Independent Business Associate Application Dept., 1309 Coffeen Avenue, Suite 1200, Sheridan, Wyoming 82801 or email it to support@bfxstandard.com.

WHITE COPY to BFX STANDARD

CANARY AND BLUE COPIES to be Retained by Applicant

Terms and Conditions

1. I understand that as a BFX STANDARD Independent Business Associate:
 - a. I have the right to offer for sale BFX STANDARD products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll persons into BFX STANDARD.
 - c. If qualified, I have the right to earn commissions pursuant to the BFX STANDARD Compensation Plan.
2. I agree to present the BFX STANDARD Marketing and Compensation Plan and BFX STANDARD products and services as set forth in official BFX STANDARD literature.
3. I agree that as a BFX STANDARD Independent Business Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of BFX STANDARD. 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 BFX STANDARD FOR FEDERAL OR STATE TAX PURPOSES.** BFX STANDARD 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 have carefully read and agree to comply with the BFX STANDARD Policies and Procedures, which are incorporated into and made a part of these Terms and Conditions (the Policies and Procedures and the Independent Business 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.BFXSTANDARD.com, and are also in my BFX STANDARD 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 BFX STANDARD 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 BFX STANDARD. I understand that the Agreement may be modified or amended at the sole and absolute discretion of BFX STANDARD, and I agree to abide by all such changes. Notification of changes shall be posted on BFX STANDARD's website OR in my BFX STANDARD 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 Independent Business Associate who declines to accept such amendment by discontinuing his or her BFX STANDARD business and status as an Independent Business Associate following the Effective Date of any such amendment. The continuation of an Independent Business Associate's BFX STANDARD business or an Independent Business 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 BFX STANDARD business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Independent Business Associate. I shall not be eligible to sell BFX STANDARD 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. **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.** BFX STANDARD reserves the right to terminate all Independent Business 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. Independent Business Associates may cancel this Agreement at any time, and for any reason, upon written notice to BFX STANDARD at its principal business address. BFX STANDARD 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 BFX STANDARD. Any attempt to transfer or assign the Agreement without the express written consent of BFX STANDARD renders the Agreement voidable at the option of BFX STANDARD and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, BFX STANDARD 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 BFX STANDARD may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to BFX STANDARD.
8. BFX STANDARD, 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 BFX STANDARD 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 BFX STANDARD and its affiliates from all liability arising from or relating to the promotion or operation of my BFX STANDARD business and any activities related to it (e.g., the presentation of BFX STANDARD products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify BFX STANDARD 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 BFX STANDARD at its discretion, constitutes the entire contract between BFX STANDARD 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 BFX STANDARD of any breach of the Agreement must be in writing and signed by an authorized officer of BFX STANDARD. Waiver by BFX STANDARD 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 Wyoming without regard to principles of conflicts of laws. In the event of a dispute between a Independent Business Associate and BFX STANDARD 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. BFX STANDARD shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against an Independent Business 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 between the parties. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Where permitted under applicable law, you and BFX STANDARD 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 action. 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 BFX STANDARD 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 COUNTY County and State of Wyoming.

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 District of Wyoming, or state court residing in Sheridan County, State of Wyoming.

14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law. Should a Louisiana resident cancel the Independent Business Associate Agreement, BFX STANDARD will refund 100% of the purchase price.

15. Montana Residents: Should a Montana resident cancel the Independent Business Associate Agreement within 15 days from the date of enrollment, BFX STANDARD will refund 100% of the purchase price for the Enrollment Fee.

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 Independent Business Associate wishes to bring an action against BFX STANDARD 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 BFX STANDARD for such act or omission. **Independent Business Associate waives all claims that any other statute of limitations applies.**

19. I authorize BFX STANDARD to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

20. A faxed copy of the Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS (FIVE [5] BUSINESS DAYS IN ALASKA AND FIFTEEN [15] BUSINESS DAYS IN NORTH DAKOTA FOR INDIVIDUALS AGE 65 AND OLDER) 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 BFX STANDARD, 30 N Gould St., Ste 29274 Sheridan, Wyoming 82801 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____