

BookWise

TERMS and CONDITIONS

1. I understand that as a BookWise Associate:
 - a. I have the right to offer for sale BookWise products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll persons in BookWise.
 - c. If qualified, I have the right to earn commissions pursuant to the BookWise Marketing and Compensation Plan.
2. I agree to present the BookWise Marketing and Compensation Plan and BookWise products and services as set forth in official BookWise literature.
3. I agree that as a BookWise Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of BookWise. 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 BOOKWISE FOR FEDERAL OR STATE TAX PURPOSES.** BookWise is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the BookWise Policies and Procedures and the BookWise Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from BookWise. I understand that these Terms and Conditions, the BookWise Policies and Procedures, or the BookWise Marketing and Compensation Plan may be amended at the sole discretion of BookWise, and I agree to abide by all such amendments. Notification of amendments shall be posted on the BookWise website. Amendments shall become effective 30 days after publication. The continuation of my BookWise business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this Agreement is one year. If I fail to annually renew my BookWise business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Associate. I shall not be eligible to sell BookWise 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.** BookWise reserves the right to terminate all 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. Associate may cancel this Agreement at any time, and for any reason, upon written notice to BookWise at its principal business address. BookWise may cancel this Agreement for any reason upon 30 days advance written notice to Associate.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of BookWise. Any attempt to transfer or assign the Agreement without the express written consent of BookWise renders the Agreement voidable at the option of BookWise and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, BookWise may, at its discretion, impose upon me disciplinary action 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.
8. BookWise, 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 BookWise 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 BookWise and its affiliates from all liability arising from or relating to the promotion or operation of my BookWise business and any activities related to it (e.g., the presentation of BookWise products or the BookWise Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify BookWise 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 BookWise at its discretion, constitutes the entire contract between BookWise 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 BookWise of any breach of the Agreement must be in writing and signed by an authorized officer of BookWise. Waiver by BookWise 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 reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. All disputes and claims relating to BookWise, the Associate Agreement, the BookWise Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Associate and BookWise, or any other claims or causes of action relating to the performance of either an independent Associate or BookWise under the Agreement or the BookWise Policies and Procedures shall be settled totally and finally by arbitration in Salt Lake City, Utah, or such other location as BookWise prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent BookWise 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.
13. The parties consent to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
15. Montana Residents: A Montana resident may cancel his or her Associate Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.
16. If an Associate wishes to bring an action against BookWise 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. Failure to bring such action within such time shall bar all claims against BookWise for such act or omission. **Associate waives all claims that any other statutes of limitation apply.**
17. I authorize BookWise to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
18. A faxed copy of the Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

DATE of Transaction: _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business 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 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 BookWise, Address, City, State ZIP NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____