

Amare Global Brand Partner Enrollment Form

For assistance, please call Customer Experience on 888-898-8551. Forms can be submitted by email at <u>support@amare.com</u> or by fax at 888-896-9661.

New Account Information:				
Full Name:			Tax ID (SSN or EIN):	
Enroller Name:			Enroller ID:	
Sponsor Name:			Sponsor ID:	
Address:				
City:		State/Prov:	Zip/Postal Code:	Country:
):	
Product Order:				
Item Number:	Quantity:		Product Name:	
Signature:				Date:
Monthly Subscription Option, I horaby cleat to nurshage the above listed products under Amero's Subscribe and Save program and				

Monthly Subscription Option: I hereby elect to purchase the above listed products under Amare's Subscribe and Save program and allow Amare to debit my bank account provided below on a monthly basis. _____ (Check Here). In the event you do not elect Amare's Subscribe and Save program, Amare will consider this order a one product purchase order.

Monthly Subscription Option Processing Date. Please indicate the date you would like future Subscribe and Save orders to process between the 1st and 25th day of a given month: ______. (If you are not participating in the Subscribe and Save program, please leave blank.)

- 1. By creating a Brand Partner account, you authorize Amare Global to a) retain your Payment/Banking information for the express and limited purpose to allow Amare to facilitate your periodic purchase of products from Amare Global and/or to purchase any recurring monthly subscription orders you have designated in the form below; and b) to charge payment for your product orders placed via the Amare Global website or the Amare Global Website of provided order forms and requests.
- 2. You have the right to have the amount of any erroneous charge to your payment method credited to your account as soon as reasonably possible and upon proper notification to Amare Global. You agree that you shall hold Amare Global harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful charge or debit from your bank account.
- 3. By agreeing to this Agreement, you agree to adhere to the terms & conditions set forth in the Amare return policy and shipping policy.
- 4. If you elect the monthly Subscribe and Save option above, this Agreement will remain in effect until you submit a written cancellation notice to Amare Global by email (sent to Support@amare.com), or by mail (addressed to Amare Global, 3401 N Thanksgiving Way, Ste 150, Lehi, UT 84043, US. Notice submitted by mail or email must include your name, address, and Brand Partner ID. YOU MAY CANCEL YOUR SUBSCRIBE AND SAVE SUBSCRIPTION AT ANY TIME FOR ANY REASON.



By signing below, I hereby authorize **Amare Global** (the "Company") to exercise limited authority for the exclusive purpose of processing financial transactions related to my enrollment as a Brand Partner, any future product purchases made by me, and the payment of commissions or other compensation in accordance with the programs and agreements established under the **Amare Brand Partner Agreement**.

Furthermore, by submitting my personal information, I acknowledge and agree that I have read and agree with this Amare Global Enrollment Agreement and the Amare Privacy Policy and all monthly subscription requirements. I consent and agree that my provided personal information to include my name, birth date, gender, addresses, phone and fax numbers, sales data and banking information will be transmitted to Amare and trusted third parties in the United States of America ("USA") and/or Canada, to support my Amare Brand Partner account, product orders and their fulfillment. I understand that I may access and rectify my data as well as opt-out of any data transfer to the USA or Canada by contacting Amare Compliance@Amare.com. I understand that by opting out, Amare may not be able to support my Amare account and deliver my product orders.

Signature:

Date



Amare Brand Partner Agreement

1. Authorization and Contract. By executing the Amare Global Brand Partner Agreement ("Agreement"), you apply for legal authorization to become an Amare Global business owner and enter into contract with Amare Global Holdings, Inc.., hereinafter referred to as "Amare Global." You acknowledge that prior to signing you have received, read and understood the Amare Global Compensation Plan, that you have read and understood the Amare Global Policy Manual, which are incorporated into this Agreement and made part of it as if restated in full, as posted on www.amare.com/ and that you have read and agree to all terms set forth in this Agreement. Amare Global reserves the right to reject any application for any reason.

2. Expiration, Renewal, and Termination. The term of this Agreement is one year (subject to prior cancellation or termination as provided in the Policy Manual). If you fail to annually renew your Amare Global business, or if it is cancelled or terminated for any reason, you understand that you will permanently lose all rights as a Brand Partner. You shall not be eligible to sell Amare Global products and services, nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. Amare Global reserves the right to terminate all Brand Partner Agreements upon thirty (30) days' written 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. Brand Partner may cancel this Agreement for any reason, upon written notice to Amare Global at its principal business address. Amare Global may cancel this Agreement for any reason listed in the Policy manual upon written notice to Brand Partner. Amare Global may also take actions short of termination of the Agreement, if the Amare Global Brand Partner breaches this Brand Partner Agreement or Amare's Policy Manual.

3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of Amare Global or your Sponsoring Brand Partner. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through Amare Global on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. You will provide Amare Global an IRS Form W-9 or W-8BEN and receive IRS Form 1099-MISC or in the case of Canada a T4A reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-MISC or in Canada a T4A form via electronically. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Refunds and Product Returns. You agree that if you resell a product directly to a customer, you will adhere to Amare Global's 100% product satisfaction guarantee policy set forth in the Policy manual and shall provide the customer a full refund of all monies paid if the customer returns the product to you as described within the Amare Global Return Policy. If you are not 100% satisfied with our products, you may return the items for a refund if neither you nor we have terminated the Agreement, are within the Brand Partner return period, and remain in Currently Marketable condition. If the return occurs within 90 days will receive 100% refund of the purchase price minus shipping charges. After 90 days, returns are no longer accepted. Shipping and handling charges incurred will not be refunded. These guarantees do not seek to exclude, limit or modify any rights a consumer may have under the ACL in addition to statutory consumer guarantees.

5. Presenting the Plan. You agree when presenting the Amare Global Compensation Plan to present it in its entirety as outlined in official Amare Global materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by Amare Global. You agree to instruct all prospective Brand Partners to review the Amare Global Income Disclosure Statement.

6. Selling Product. You agree to make no representations or claims about any products beyond those shown on product labels and/or in official Amare Global literature. No Brand Partner may make any claim that Amare Global products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as drug claims. You further agree to sell products available through Amare Global only in authorized states and territories.

7. Images / Recordings / Consents. You agree to permit Amare Global to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Amare Global for any lawful purpose, and without compensation.

8. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with Amare Global as set forth in this Brand Partner Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Utah without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Amare Global Holdings, Inc. pursuant to the Amare Policy Manual. with jurisdiction and venue as provided by Louisiana law.

9. Dispute Resolution. All disputes and claims relating to Amare Global, its products and services, the rights and obligations of a Brand Partner and Amare Global, or any other claims or causes of action relating to the performance of either a Brand Partner or Amare Global under the Agreement or the Amare Global Policy Manual shall be settled totally and finally by arbitration as enumerated in the Policy. Additionally, you agree not to initiate or participate in any class action proceeding against Amare Global, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

Amare Global Holdings, Inc. 3401 N. Thanksgiving Way, Lehi, Utah 84043. Tel: 888-898-8551 F a x : 888-896-9661 www.amare.com



10. Time Limitation. If a Brand Partner wishes to bring an action against Amare Global 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. Brand Partner waives all claims that any other statutes of limitations apply.

11. Miscellaneous. 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. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Amare Global and supersedes any prior agreements, understandings and obligations between you and Amare Global concerning the subject matter of your contract with Amare Global.

12. Notice of Right to Cancel. You may request a refund on your enrolment fee if it's done within ten (10) business days from the date of enrolment. If you cancel, any enrolment fees paid will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice. To cancel this transaction, mail or deliver written notice, to Amare Global Holdings, Inc. 3401 N. Thanksgiving Way, Lehi, Utah 84043, not later than midnight of the seventh business day following the date of this Agreement