

<b>Applicant Information</b>		TO COMPLETE YOUR APPLICATION, YOU MUST SUBMIT A COMPLETED IRS FORM W-9 WITHIN 60 DAYS FROM THE DATE OF THIS APPLICATION. <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>			
Name:					
Spouse/Co-Applicant Name:				Email Address:	
Telephone:				Cell:	
Mailing Address:					
City:		State:	Zip Code:		
<b>Sponsor Information</b>					
Name:		I.D. No:			
Email Address:		Telephone:			

**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 a Business Entity Application and submit it with this Application and Agreement.

**Automatic Annual Renewal** (Optional)

The term of the Business Owner Agreement is one year and may be renewed for successive one year terms on each anniversary date of the Agreement. If the Agreement is not renewed on each anniversary date, it will be cancelled and you will lose all rights as a FamilyIQ IBO. So that you do not inadvertently forget to renew and lose these benefits, FamilyIQ offers an optional automatic renewal program. Your Business Owner Agreement will automatically be renewed on each anniversary date and the renewal fee of \$49.00 will be charged to your credit card. You will be notified at least 30 days before your credit card is charged.

- YES**, please automatically renew my IBO Agreement on each anniversary date of my enrollment, and charge my renewal fee to my credit card.
- NO**, I do not wish to participate in the automatic renewal program. I understand that it is my responsibility to renew my Agreement on or before each anniversary date.

**EBusiness Kit:**

Each applicant will receive a FamilyIQ EBusiness Kit (optional in North Dakota). The Kit contains necessary tools and documents to help you launch your FamilyIQ business.

**You, the IBO, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (five days for Alaska residents). See the reverse side of this form for an explanation of this right.**

**I have carefully read the terms and conditions on the back of this Application and Agreement, the FamilyIQ Policies and Procedures, and the FamilyIQ Compensation Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my FamilyIQ independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant's Signature

\_\_\_\_\_  
Date

By signing above, I certify that the Social Security Number or Federal Tax ID Number entered above is my correct taxpayer identification number. I further certify that I have not been a FamilyIQ IBO, or a partner, shareholder, or principal of any entity having a FamilyIQ 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 FamilyIQ, up to and including termination of this Agreement.

**Mail the completed signed original Application and Agreement to: FamilyIQ, IBO Application Dept., 30252 Tomas, Suite 105, Rancho Santa Margarita, California 92688 or Fax to (949) 713-7221. If Application is faxed, you must fax both the front and back of the Application.**

**Start-up Packages for FamilyIQ**

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| <p><input type="checkbox"/> <b>IBO \$1,495:</b> This all-inclusive package includes the FamilyIQ License Fee, My FamilyIQ Test (<i>including eligibility for unlimited retakes</i>), MyFamilyIQ Learning Plan, Life Minders Application, The Core 5 Program, 40 FamilyIQ Product Points, E-Business Kit, Personal Marketing website, 1 Free FamilyIQ Seminar, 1 Free FamilyIQ Workshop, for free access to the activity sheet library and the article library. As an <b>IBO</b> you can earn from all four compensation plan bonuses including Retail Sales, Fast-Start Bonuses, and Unilevel Bonuses. As an <b>IBO</b> you are eligible for wholesale pricing on FamilyIQ Products.</p> | <p><input type="checkbox"/> <b>Auto Order \$79:</b> With the AutoOrder \$79 Program you receive 79 FamilyIQ Product Points to use or share each month. This program meets the Personal Sales Volume requirement to participate in every part of the FamilyIQ Compensation Plan.</p> <p><input type="checkbox"/> <b>Preferred Customer \$179:</b> This package includes the FamilyIQ License Fee, E-Business Kit, Personal Marketing Website and a Back Office. You are eligible for Wholesale Pricing on FamilyIQ products and you are eligible to earn Retail Sales and the Unilevel bonuses.</p> |
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**Your status as a FamilyIQ Independent IBO is temporary. You must submit a properly completed IRS Form W-9 to FamilyIQ within 60 days from the date of your application. Failure to submit a W-9 will result in the cancellation of your FamilyIQ business.**

## Terms and Conditions

- I understand that as a FamilyIQ IBO:
  - I have the right to offer for sale FamilyIQ products and services in accordance with these Terms and Conditions.
  - I have the right to enroll persons in FamilyIQ.
  - If qualified, I have the right to earn commissions pursuant to the FamilyIQ Compensation Plan.
- I agree to present the FamilyIQ Compensation Plan and FamilyIQ products and services as set forth in official FamilyIQ literature.
- I agree that as a FamilyIQ IBO I am an independent contractor, and not an employee, partner, legal representative, or franchisee of FamilyIQ. 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 FAMILYIQ.COM FOR FEDERAL OR STATE TAX PURPOSES.** FamilyIQ is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
- I have carefully read and agree to comply with the FamilyIQ Policies and Procedures and the FamilyIQ 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 FamilyIQ. I understand that the FamilyIQ Policies and Procedures and/or the FamilyIQ Compensation Plan may be amended at the sole discretion of FamilyIQ, and I agree to abide by all such amendments. Notification of amendments shall be posted on FamilyIQ's website and shall become effective 30 days after publication. The continuation of my FamilyIQ business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- 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 FamilyIQ business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an IBO. I shall not be eligible to sell FamilyIQ 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.** FamilyIQ reserves the right to terminate all IBO 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. IBO may cancel this Agreement at any time, and for any reason, upon written notice to FamilyIQ at its principal business address.
- I may not assign any rights under the Agreement without the prior written consent of FamilyIQ. Any attempt to transfer or assign the Agreement without the express written consent of FamilyIQ renders the Agreement voidable at the option of FamilyIQ and may result in termination of my business.
- I understand that if I fail to comply with the terms of the Agreement, FamilyIQ 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 FamilyIQ may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to FamilyIQ.
- FamilyIQ, 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 FamilyIQ 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 FamilyIQ and its affiliates from all liability arising from or relating to the promotion or operation of my FamilyIQ business and any activities related to it (e.g., the presentation of FamilyIQ products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify FamilyIQ for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
- The Agreement, in its current form and as amended by FamilyIQ at its discretion, constitutes the entire contract between FamilyIQ and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- Any waiver by FamilyIQ of any breach of the Agreement must be in writing and signed by an authorized officer of FamilyIQ. Waiver by FamilyIQ 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 California without regard to principles of conflicts of laws. In the event of a dispute between an IBO and FamilyIQ 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. FamilyIQ shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an IBO. 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. Notwithstanding the foregoing, FamilyIQ shall be entitled to bring an action before the State or Federal Courts in Orange County, State, 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 IBO lists as well as other trade secrets, trademarks, trade names, patents, and copyrights.

13. The parties consent to jurisdiction and venue before any federal or state court in Orange County, State of California, for purposes of enforcing an award by an arbitrator, an action by FamilyIQ for equitable relief, 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 IBO 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 IBO wishes to bring an action against FamilyIQ 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 FamilyIQ for such act or omission. **IBO waives all claims that any other statute of limitations applies.**

17. I authorize FamilyIQ 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.

19. I understand that if I exercise my right to cancel this transaction in the time allotted that the amounts to be refunded to me will come from those who received the payments. It will be my responsibility to notify the company who will refund the \$495 according to the terms of this agreement and its policies and procedures. It will also be my responsibility to notify my sponsor who will be solely responsible for refunding the \$1,000.

## NOTICE OF RIGHT TO CANCEL

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 FamilyIQ, 30252 Tomas, Rancho Santa Margarita, CA 92688, NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

**I HEREBY CANCEL THIS TRANSACTION.**

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_