



Market Partner Agreement

Effective
April 1st, 2019



MONAT GLOBAL



MONAT GLOBAL

Market Partner Agreement

Last Name _____ First Name _____ MI _____
Street Address _____ Apt. # _____
City _____ State _____ Postal Code _____
Email Address _____
Telephone Home: (_____) _____
Cell: (_____) _____
Sponsors Information Representative ID # _____
Last Name _____ First Name _____

I authorize **MONAT GLOBAL INC. (MONAT)** to charge the credit card account listed below for the required Starter Kit. If I have chosen the optional Premium Back Office package, in the Market Partner Profile that I have completed, I also authorize **MONAT** to charge my credit card on a monthly basis for cost of the Premium Back Office package.

I understand that I can purchase an optional Premium Back Office package, which allows me access to an enhanced online back office website in respect of my independent **MONAT** business. I understand that I can subscribe to/cancel the Premium Back Office Package at any time, which is effective at the start of the following month. I understand that subscription or cancellation to this Optional Back Office Package will have no impact on my rank or compensation with **MONAT**. I have legal authority to enter into this Market Partner Agreement. I further acknowledge that the **MONAT Compensation Plan** and the **MONAT Policies and Procedures**, as they are updated and revised from time to time, are incorporated into, and form an integral part of this Market Partner Agreement (collectively, the "Agreement"). I have carefully read the Agreement and acknowledge this by my signature below and, by signing below, I agree, as a condition to receiving commissions from **MONAT** to fully comply with this Agreement and the most current version of the **MONAT Policies and Procedures**, as they are revised from time to time.

I understand that there is no requirement to purchase any sales or training materials to become an Independent Market Partner other than required Starter Kit Package referred to above. My advancement to higher levels in the **MONAT compensation plan** is based solely on my performance and effort as an Independent Market Partner arranging sales of the **MONAT products**. I acknowledge that any purchase of sales aids, training or training materials is strictly voluntary. I also understand that if I choose to sponsor others to participate as Independent Market Partners in **MONAT's marketing plan**, I will not receive any compensation whatsoever for the act of sponsoring or recruiting and that I will be compensated based upon the activities of other independent Market Partners only to the extent of sales made by them to end customers.



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TERMS AND CONDITIONS

1. I acknowledge that I am of legal age to enter this Agreement.
2. I understand and acknowledge that this Agreement is not binding until received and accepted by **MONAT**. **MONAT** shall be deemed to have accepted this Agreement unless it notifies me in writing, within five (5) business days of its rejection of this Agreement.
3. I agree that as an Independent Market Partner, I am responsible for determining my own business activities and that I am not an agent, employee, partner, franchisee, or legal representative of **MONAT**. Because I am not an employee of **MONAT**, I will not receive any employee benefits from **MONAT** and shall only receive from **MONAT** such compensation and remuneration as **MONAT** makes available to other similarly situated **MONAT** Independent Market Partners, all of which I may or will earn from my sales efforts.
4. I am responsible for the payment of all federal and state income and employment taxes and any other tax required under any federal, state, or municipal law generated by my own business activities.
5. I understand that I am not being sold a franchise, partnership interest, or business opportunity.
6. I understand that **MONAT** has established its Policies and Procedures and I have the obligation to comply with such Policies and Procedures as they are amended from time to time, in conducting my duties as an Independent Market Partner, and as a condition to being allowed to continue to operate as an Independent Market Partner with **MONAT**.
7. If I fail to comply with **MONAT's Policies and Procedures**, I acknowledge that I will be subject to sanctions up to and including forfeiture of my commissions and termination of my **MONAT** Independent Market Partner business. **MONAT** may terminate this Agreement in writing upon violation of the Policies and Procedures or any part of the Agreement. In such event, **MONAT** will pay no further commissions to me.
8. I acknowledge I can terminate this Agreement at any time. To terminate this Agreement, I must make a request in writing, sent to **MONAT** by overnight delivery such as FedEx, certified mail, return receipt requested, email, fax or by phone call to **MONAT's Customer Service Center**.
9. The term of this Agreement is one year from its date of acceptance by **MONAT**, unless terminated in advance of that date. At the end of the term I understand that I can renew my



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Agreement for a further one year term if I purchase a renewal package, currently at a price of \$ 49.99 (which amount is subject to change from time to time), which amount represents the cost of my **MONAT** basic back office software and replicated website. I understand that if I fail to purchase a Renewal Package, my Agreement will terminate automatically at the conclusion of its one year term and **MONAT** will cease all commission payments to me.

10. I agree that as an Independent **MONAT** Market Partner, I shall place primary emphasis upon arranging for the sale of products and services from **MONAT** to non-Market Partner consumers as a condition of my receipt of commissions. Commissions and all remuneration I receive will be based solely upon my supply of services of arranging for the sale of **MONAT's products** to retail customers while fulfilling certain terms of qualification as set forth by the Compensation Plans as it may be amended from time to time.

11. I acknowledge that no commissions or other remuneration shall be paid to me or anyone for the mere sponsorship or enrollment of any other Independent Market Partner. I understand that I am strictly prohibited from making or representing that compensations are payable for anything other than arranging for the sale of goods to retail customers.

12. As an Independent Market Partner arranging sales, there is no reason for me to purchase inventory, and I am strictly prohibited from purchasing products (i) in commercially unreasonable amounts; or (ii) solely to achieve rank of qualify for bonuses or incentive compensation.

13. I acknowledge that **MONAT** has a commercially reasonable buy-back guarantee set out in the **MONAT Policies and Procedures**. My signature below signifies that I am aware of this buy-back guarantee, and that I have been informed of the existence of the buy-back guarantee, and the manner in which it can be exercised.

14. I agree to keep accurate records and to abide by all federal, state and municipal laws and regulations governing the sale or solicitation of the products and services marketed by **MONAT** including, but not limited to, any and all permits and licenses required to perform my obligations under this Agreement.

15. I agree that **MONAT** shall not be liable under any circumstances for any damage or loss of any kind including indirect, special, punitive, compensatory or consequential damages, losses or loss of profits which may result from any cause, including but not limited to, breach of warranty, delay, act, error or omission of **MONAT**, or the cancellation of my **MONAT** Independent Market Partner business.



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16. MONAT shall periodically make sales literature and/or promotional material available. However, I am under no obligation to purchase any materials or literature at any time.

17. I agree that as an Independent Market Partner the Agreement grants me the limited authority to promote and offer/arrange for the sale of **MONAT products**.

18. I understand that the established Retail Price of the **MONAT products** is the standard selling price **MONAT** charges to customers.

19. I agree that I will operate in a lawful, ethical and moral manner and will not engage in or perform any misleading, deceptive or unethical practices in operating as an Independent Market Partner. In the event that I violate any of these conditions, my position may be terminated without further payment or compensation of any kind.

20. I acknowledge that I am responsible for supporting Independent Market Partners I sponsor into the **MONAT program** and into my commissionable network. I agree to maintain monthly communication and support to those individuals in my commissionable network.

21. I acknowledge that **MONAT** expressly reserves all proprietary rights to the **MONAT** name, logo, trademarks, service marks ("Proprietary Marks") and copy-righted materials ("Copyrights"). I understand, acknowledge and agree **MONAT** has provided me with a non-exclusive license, during the term of the Agreement to use the **MONAT Proprietary Marks and Copyrights** in conjunction with the marketing program provided to me. I further agree that I will not use **MONAT's Proprietary Marks or Copyrights** in any form whatsoever except as permitted in writing by **MONAT**. I understand that I may not photocopy or duplicate any materials provided by or purchased from **MONAT**, without written authorization.

22. I shall not use information gained through my involvement with **MONAT** to facilitate direct contact with **MONAT's agents or suppliers** for the purpose of seeking confidential information or establishing a business relationship outside of **MONAT** with such agents or suppliers.

23. I understand that as an Independent Market Partner, I am free to select my own means, methods, and manners of operation and that I am free to choose the hours and location of my activities - as long as it is within countries where **MONAT** is currently doing business-subject only to the terms of the **MONAT Policies and Procedures** which are a part of the Agreement between me and **MONAT**.

24. I acknowledge that I am not guaranteed any income nor am I assured any profits or success. I certify that neither **MONAT** nor my sponsor have made any claims of guaranteed



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profits or representations of expected earnings that might result from my efforts.

25. I acknowledge that I have the right to sign up as many personal customers as I wish. For each personal customer signed, I will receive a commission each month from my personal customers' purchases and the purchases of customers in my down line network in accordance with the **MONAT Compensation Plan** then in effect.

26. I agree to indemnify and hold harmless **MONAT** from any and all claims, losses, damages and expenses, including attorney's fees, arising out of my actions or conduct in violation of this Agreement, including the **MONAT Compensation Plan** or the **MONAT Policies and Procedures**. I agree that in order to recoup any damages and expenses it has incurred due to such violations, **MONAT** may offset any commissions or other payments due to me.

27. In the event a dispute arises as to the respective rights, duties and obligations under this Agreement, including the **MONAT Compensation Plan**, or the **MONAT Policies and Procedures**, I agree that any such dispute shall be submitted solely to arbitration as set out in the **MONAT Policies and Procedures**.

28. Notwithstanding the foregoing, either party may bring an action in court seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, or judicial enforcement of an arbitration award.

29. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the applicable Florida state or Federal Court sitting in Miami, Florida.

30. This Agreement will be governed by and construed in accordance with the laws of the state or Florida, without reference to its principles of conflict of laws.

31. I acknowledge that I have read and fully understand the **MONAT Compensation Plan** and **MONAT Policies and Procedures**. All changes thereto shall be effective upon verbal or written notice to me and become a binding part of this Agreement.

32. I acknowledge that this Agreement, the **MONAT Compensation Plan** and the **MONAT Policies and Procedures** incorporated in this Agreement constitute the entire agreement between the parties and shall not be modified or amended except in writing signed by **MONAT**. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

33. If any provision of the Agreement is determined to be invalid or unenforceable in part or in



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whole for any reason whatsoever, it shall be severed and the validity of the remaining provisions or portions thereof shall not be affected thereby.

34. I acknowledge that neither party shall assert any claim as a class, collective, or representative action if the amount of the party's individual claim exceeds \$1,000. This paragraph shall be enforceable where the applicable law permits reasonable class action waivers, and shall have no effect where the applicable law prohibits class action waivers as a matter of law.

35. I agree that class action claims cannot proceed through arbitration under any circumstances, but in the event a court of competent jurisdiction declines to certify a class, all individual plaintiffs shall resolve any and all remaining claims by way of individual arbitration.

36. During the term of this Agreement, and for one (1) year thereafter, I will not solicit or recruit **MONAT** employees or Market Partners, whether active or inactive, to participate in a network marketing program whether or not such marketing company offers competing services or products. I acknowledge that my violation of this provision will result in termination of all commissions and payments of any kind owed to me by **MONAT**.

37. I understand and agree that certain personal information relating to me and my business will be collected, used and retained by **MONAT** in accordance with its Privacy Policy, as amended from time to time, and otherwise in accordance with applicable Federal and state privacy laws, and I hereby consent to same. I also consent to any amendments or revisions to the **MONAT Privacy Policy**, provided such changes are not unreasonably made.

38. I authorize **MONAT** to send me e-mail messages, text messages, and/or notify me by phone or facsimile regarding its products, services, compensation, and offer other topics that **MONAT** determines may be of interest or benefit to me. I agree that my receipt of such messages will not be deemed a violation of any federal or state legislation or regulations.



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By signing below, I certify that I am voluntarily becoming an Independent Market Partner with **MONAT GLOBAL INC.** I agree to act with integrity and abide by the Agreement, including the **MONAT Policies and Procedures**, as they are amended from time to time. I understand that **MONAT** reserves the right to modify this Agreement at any time. I understand that this Agreement is not binding unless and until it is agreed upon by **MONAT** and that **MONAT** may terminate any representative it deems unfit according to the terms of the Agreement and as outlined in the **MONAT Policies and Procedures**. I understand that **MONAT** is not liable for any statements or promises made by any **MONAT** Independent Market Partner and that my sales results will determine the level of my success with **MONAT**. I have carefully read and agree to abide by all the terms and conditions of this Agreement, including the **MONAT Compensation Plan** and the **MONAT Policies and Procedures**.

Signatures:

Applicants Signature: _____ Date: _____

Sponsor Signature: _____ Date: _____