

Sponsor and Placement Information

SPONSOR ID # _____ SPONSOR NAME _____
 PLACEMENT ID # _____ PLACEMENT NAME _____
 PLACEMENT: LEFT RIGHT

UPDATED
 ID # _____
 DATE _____

Applicant Information

LAST NAME _____ FIRST NAME _____ MIDDLE INITIAL _____
 SOCIAL SECURITY # _____ DATE OF BIRTH _____

Co-applicant Information

LAST NAME _____ FIRST NAME _____ MIDDLE INITIAL _____
 SOCIAL SECURITY # _____ DATE OF BIRTH _____

Billing Address

Shipping Address SAME AS BILLING

ADDRESS _____ ADDRESS _____
 CITY _____ COUNTY _____ STATE _____ ZIP _____ CITY _____ COUNTY _____ STATE _____ ZIP _____
 PRIMARY PHONE _____ ALT. PHONE _____ EMAIL _____ FAX _____
 USERNAME: www.joinalphay.com/ and www.getalphay.com/ _____ PASSWORD _____

Note: names of geographical regions, Alphay trade or service marks, including product names, slogans, or any derivative thereof that may confuse someone into believing they are dealing with the company, will not be accepted as usernames.

Distributorship DISTRIBUTOR ENROLLMENT KIT: \$35 (PLUS TAX & SHIPPING)

The only required purchase to become an Alphay Independent Distributor is a Distributor Enrollment Kit. Includes: 1 year membership, subscription to virtual business center, replicated retailing website, sample sales tools, literature and more.

Payment Information VISA MASTERCARD DISCOVER AMERICAN EXPRESS

CREDIT CARD # _____ EXPIRATION (MM/YY) _____ CVV2 (SECURITY CODE) _____
 NAME ON CARD _____
 CARDHOLDER BILLING ADDRESS _____ PHONE _____
 CARDHOLDER SIGNATURE _____ DATE _____

Distributor Agreement

I have carefully read the terms and conditions on the back of the Application & Agreement and agree to abide by them. I understand that I have the right to terminate my Alphay independent business at anytime, with or without reason, by sending a written and signed notice to the Company at the corporate mailing address.

APPLICANT'S SIGNATURE _____ DATE _____
 CO-APPLICANT'S SIGNATURE _____ DATE _____

1. I am of legal age in the state in which I enter this Agreement. I understand that I am not an Alphay Independent Distributor until the Company has accepted an original Agreement, signed in full, at its home office.
2. **As an Alphay Independent Distributor I will:**
 - Provide training and motivation.
 - Study the product literature and promote retail sales.
 - Represent the Company products in an honest manner.
 - Honor the Company Customer Guarantees.
 - Be professional, courteous, and considerate.
 - Not misrepresent the Company's Compensation Plan.
 - Become familiar with, and abide by, the Company Statement of Policies and other materials as prescribed by the Company.
3. I understand that Alphay's program is built upon retail sales to the ultimate consumer and that I must fulfill published personal and downline sales requirements and supervisory responsibilities to qualify for the bonuses, overrides, and advancements. By placing orders I certify that I have resold at least 70% or more of all products that I have previously ordered. Products certified as sold under this 70% rule are not eligible for buy back.
4. I am entitled to cancel this Agreement at any time and for any reason with written notice to the Company. The Company will repurchase (buy back) from a resigning Alphay Independent Distributor any unused, unopened, and currently marketable inventory and sales aids purchased from the Company within 90 days of the invoice date (one year in Idaho, Montana, Nebraska Oklahoma, South Dakota and Texas, no time limit in Massachusetts, Georgia, Louisiana, Washington and Wyoming) at 90% of the Alphay Independent Distributor's net cost, less appropriate setoffs and legal claims. Beyond the 90 days, I understand that Alphay will not accept any returns for refund.
5. I understand that Alphay Independent Distributors cannot, under any circumstances, incur any debt, expense, or obligation on behalf of, or for, the Company.
6. I understand that, as an Alphay Independent Distributor, I will not, for any reason, act as spokesperson for the Company and its products, in any manner, to any media or publication, without prior, written authorization. I will not create, print, publish, or distribute any literature or materials representing the Company or its products other than those from, or approved in writing by, the Company.
7. I understand that, as an Alphay Independent Distributor, I have the following rights: (a) to sell the products/services offered by the Company and (b) to sponsor Alphay Independent Distributors in accordance with the Company Compensation Plan and Statement of Policies.
8. I certify that neither the Company nor my sponsor have made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts. I understand that I will make no claims or warranties of any kind, including, but not limited to, any claims for earnings or benefits concerning the Company's products, other than those included in the Company's official literature or specifically disclosed in a compensation summary provided from time to time by the Company.
9. I will not make product claims which are not stated in official Company literature, and I am not permitted to create my own literature, sales aids, or training materials, without written consent from the Company.
10. If I fail to pay for products or services, the Company is authorized to withhold the appropriate amounts from my commission and bonus checks, or credit card/electronic checking accounts, if any, which I have authorized the Company to charge. If payment owed is not made, I understand that I may, at the Company's discretion, lose my marketing organization and future commissions and bonuses, and may be placed on inactive status by the Company for an indeterminate period. The Company will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charges, receiving agreements, or other acts outside of the control of the Company.
11. **I agree that as an Alphay Independent Distributor, I am an independent contractor, and not an, employee, partner, legal representative, or franchisee of the Company. I understand that I will be responsible for obtaining all necessary licenses and permits and for complying with all applicable federal, state and municipal laws codes and regulations in connection with my activities as an Alphay Independent Distributor. I acknowledge that I am not an employee of the Company and shall not be treated as an employee for federal or state tax purposes, nor for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, the Social Security Act, State Unemployment Acts, State Employment Security Acts, State Workers Compensation Acts, or any other benefits. I understand and agree to pay all applicable federal and state self-employment taxes, sales taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement.**
12. I understand that my acceptance of this Agreement does not constitute the sale of a franchise or a security, no exclusive territories can be granted to anyone, and that no franchise fees have been paid, nor can I acquire any interest in a security by the acceptance of this Agreement.
13. **As an Alphay Independent Distributor, I warrant that my acceptance of this Agreement does not breach, violate, or otherwise interfere with any current agreements, past agreements, or surviving clauses of previous agreements, into which I have entered with any other multi-level marketing, direct sales, or other business venture.** My participation as an Alphay Independent Distributor does not restrict my participation in another multi-level marketing or direct sales opportunity, except that I shall not, while participating as an Alphay Independent Distributor, or for 12 months after my termination, cancellation, or other separation from the Alphay program, participate in any other opportunity that directly competes with Alphay.
14. I understand and agree that if I elect to participate in another multi-level marketing or direct sales opportunity, I will maintain separate organizations, independent of one-another, for each such non-competing opportunity.
15. I authorize the company to deduct a one-time Commission Account activation fee of \$1.95 from my first commission payment. I understand the current per-deposit commission processing fee is \$1.50, and that a \$10.00 minimum (after processing fees) is required for a commission payout.
16. The Company may, at its discretion, amend the Company Compensation Plan and Statement of Policies and/ or terms of the Alphay Independent Distributor Agreement. Notification of such changes shall be, broadcast by Email, written or published material, or made available to all Alphay Independent Distributors through their Alphay backoffice. I agree to abide by all such amendments. The continuation of my Business, and/or my acceptance of products, commissions, and bonus checks, or other payments from the Company, constitutes my acceptance of any and all amendments.
17. My Alphay Independent Distributorship cannot be sold, assigned, or transferred without prior, written approval from the Company.
18. I have carefully reviewed the Company Compensation Plan and Statement of Policies, and acknowledge that they are incorporated as a part of this Agreement in their present form and as modified from time to time by the Company. My violation of any of the terms of this Agreement or the Company Statement of Policies may result, at the Company's discretion, in forfeiture of commission and bonus checks, or other payments from the Company; loss of all or part of my marketing organization; or cancellation of this Agreement.
19. This Agreement, along with the Statement of Policies and any other documents referenced therein, constitutes the entire agreement between the parties, and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing. If any provision herein is held to be invalid, all other provisions shall remain valid and enforceable.
20. The term of this Agreement is one year. This Agreement can be renewed annually on each anniversary date of the acceptance of this Agreement, unless otherwise canceled or extended by the Company. A renewal fee of \$25.00 will be charged.
21. This Agreement shall be governed by the laws of the State of Washington. I understand and agree that all claims and disputes relating to this agreement, the right and obligation of the parties, or any other claims or causes of actions relating to the performance of either party under this Agreement and/or purchase of products or services shall be settled totally and finally by arbitration in accordance with the Commercial Rules of the American Arbitration Association, with arbitration to be held in Bellingham, Washington. Louisiana residents may choose jurisdiction in, and arbitrate in New Orleans, Louisiana.
22. By entering the Social Security Number, I certify that the number shown on this form is the correct taxpayer identification number.
23. I authorize Alphay to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use. This clause will survive the termination of my Distributorship with Alphay.
24. By completing and submitting this Application, I specifically authorize Alphay International or its affiliated companies to communicate with me via mail, telephone, text message, or other form of electronic communication at the coordinates listed on this Application, or those listed on my Alphay account at the time of the communication. I understand such communication may include offers and solicitations for the sale and purchase of Alphay products, sales aids, and services or information about my specific account activity.