



908 Riverside Dr. • Palmetto, FL 34221

**IT WORKS! DISTRIBUTOR AGREEMENT
TERMS & CONDITIONS
UNITED STATES**

[Compensation Plan](#)

[Policies and Procedures](#)

I. AGREEMENTS

1. I understand that as an Independent Distributor ("Distributor") for It Works Marketing, Inc. (hereinafter "It Works!"):
 - a) I have the right to sell and solicit orders for It Works! products and services in accordance with these Terms & Conditions. I understand that it is within the exclusive right of It Works! to accept or reject such orders.
 - b) I have the right to enroll persons as Distributors of It Works!.
 - c) If qualified, I have the right to earn commissions pursuant to the It Works! Compensation Plan.
2. I agree that as an It Works! Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of It Works!. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF IT WORKS! FOR FEDERAL OR STATE TAX PURPOSES. It Works! 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 understand that I am not entitled to workers compensation or unemployment security benefits of any kind from It Works!.** I certify that:
 - a) The number shown on this form is my correct SSN or EIN (or I am waiting for a number to be issued to me), and
 - b) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - c) I am a U.S. citizen or U.S. resident with a SSN.
3. I have carefully read and agree to comply with the It Works! Policies & Procedures and the It Works! Compensation Plan, each of which are incorporated into and made a part of these Terms & Conditions (these three documents shall be collectively referred to as the "Agreement"). If I have not yet reviewed the Policies & Procedures at the time I execute this Agreement, I understand that they are posted in my eSuite and available on the It Works! website. I will review the Policies & Procedures within five days from the date on which I execute this Agreement. If I do not agree to the Policies & Procedures, my sole recourse is to notify the company and cancel my It Works! Agreement. Failure to cancel constitutes my acceptance of the Policies & Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from It Works!. I understand that the Agreement may be amended at the sole discretion of It Works!, and I agree to abide by all such amendments. Notification of amendments shall be posted in my It Works! eSuite. Amendments shall become effective thirty (30) days after notice of the amendments is posted, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my It Works! business or my acceptance of bonuses or commissions after the effective date of amendments shall constitute my acceptance of any and all amendments.
4. The term of this Agreement is one year (subject to prior cancellation pursuant to the Policies & Procedures). If I do not renew my It Works! business by paying the annual renewal or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell It Works! products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from my activities or 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.** It Works! reserves the right to terminate all Distributor Agreements upon thirty (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.



5. I may not assign any rights under the Agreement without the prior written consent of It Works!. Any attempt to transfer or assign the Agreement without the express written consent of It Works! renders the Agreement voidable at the option of It Works! and may result in termination of my business.
6. It Works!, including but not limited to any of its affiliates and/or subsidiaries, may transfer or assign this Agreement in its sole discretion. In the case that the Distributor does not accept the transfer or assignment, it may provide written notice that it wishes to terminate this Agreement. In the event of such notice being provided, the termination will become effective immediately. In the event It Works! chooses not to transfer a Distributor Agreement termination will be effective immediately.
7. I understand that if I fail to comply with the terms of the Agreement, It Works! may impose upon me disciplinary sanctions as set forth in the Policies & Procedures.
8. It Works!, its parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release It Works! 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 It Works! and its affiliates from all liability arising from or relating to my promotion or operation of my It Works! business and any activities related to it (e.g., the presentation of It Works! products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify It Works! 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 It Works! at its discretion, constitutes the entire contract between It Works! 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 either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and 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 will remain in full force and effect.
12. If there is any conflict between the Distributor Terms & Conditions and the Policies & Procedures, the Distributor Terms & Conditions shall prevail.
13. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and It Works! 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 & Procedures. It Works! shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Distributor. If the parties are unsuccessful in resolving the dispute through mediation, the dispute and shall be settled totally and finally by confidential arbitration as more fully described in the Policies & Procedures.
14. Notwithstanding the foregoing, either Party may bring an action before the courts 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 Distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Middle District of Florida, residing in Tampa, Florida or the state courts residing in Manatee County, State of Florida.
15. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
16. Maryland Residents: Maryland residents may cancel the contract for any reason within three (3) months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods, as long they are in resalable condition; and the repurchase price shall be at least 90% of the original price paid by the participant.
17. Montana Residents: A Montana resident may cancel his or her Distributor Agreement within fifteen (15) days from the date of enrollment, and may return his or her starter kit and any products, as long as they are in resalable condition, he/she purchased for a full refund within such time period.



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18. Louisiana, Massachusetts and Wyoming Residents: Should you cancel your Distributor Agreement, It Works! will refund 90% of your purchase price for any renewal fees you have incurred during the current year upon receipt of your written request.
19. Puerto Rico Residents: Puerto Rico residents may cancel this Agreement at any time within ninety (90) days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Your cancellation must be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: (a) Reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; (c) Return ninety percent (90%) of any sum paid by you for the purpose of participating in the business.
20. **A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address or via submitting a ticket through the Distributor's eSuite.**
21. If a Distributor wishes to bring an action against It Works! 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 It Works! for such act or omission. **Distributor waives all claims that any other statute of limitations applies.**
22. I grant It Works! an irrevocable license to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished material.
23. I hereby give my express consent to the Company to send e-mail messages, text messages, and/or notify me by phone or facsimile regarding its products, services, compensation, and offer other topics that the Company 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 provincial legislation or regulations.
24. A faxed copy of the Agreement shall be treated as an original in all respects.
25. I certify that I am at least 18 years of age.

II. IT WORKS! REFUNDS AND RETURNS POLICY

All refunds and returns will be subject to the It Works! Refunds and Returns Policy located at <https://static.myitworks.com/legal/pdf/returnspolicy.pdf>.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (5 business days for AK residents, 15 business days for ND residents age 65 or over). See the receipt that will be emailed to you for an explanation of this right.

For Customer Support:

<https://itworks.com/contactus>

NOVEMBER 2019