

Independent Representative Application and Agreement The Allegre Corporation

I hereby apply to become an Independent Representative (IR) of the Allegre Corporation. As an independent contractor, I understand and agree that:

1. I am of legal age in the state in which I enter this Agreement.
2. I shall become an IR upon acceptance of this Application by Allegre. As an IR, I shall have the right to sell the products and services offered by Allegre in accordance with its Marketing Program and Policies and Procedures, which may be amended and changed from time to time. Any such amendments will be published in the appropriate Allegre literature and become effective upon publication.
3. I have carefully reviewed Allegre's Marketing Plan, Compensation Plan, and Policies and Procedures and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by Allegre.
4. I understand that I must also become a Preferred Customer in order to participate in the IR Program. My Preferred Customer Agreement must be attached to this enrollment form.
5. I understand that in order to continue as an IR with Allegre, I must apply to renew this Agreement annually. Thirty (30) days prior to the anniversary date of this agreement, Allegre will charge my account an annual renewal fee of \$15 which is used to defray the costs of newsletters, mailings and general information provided to IRs. Failure to pay the annual renewal will result in termination.
6. I understand that I have the *right* to terminate my IR status at any time by sending written notice to Allegre. Such voluntary termination is effective upon receipt of such notice by Allegre and I may not reapply for IR status for a period of six (6) months from the date of termination. I also understand and agree that Allegre may involuntarily suspend or terminate, for cause, my IR status at any time.
7. I certify that neither Allegre nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as an IR. I will make no earnings claims, statements, disclosures or representations other than those contained in Allegre literature.
8. I agree to represent Allegre's Compensation Plan fairly and completely, emphasizing that retail sales are a requirement and that no fee can be derived from the mere act of sponsoring.
9. Upon acceptance of the Application by Allegre, I will be an independent contractor responsible for my own business and not an employee of Allegre. I will not be treated as an employee with regard to any laws covering employees including, but not limited to, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding or any federal or state tax laws. It is my responsibility to pay self-employment and State and Federal income taxes as required by law.
10. I will not use Allegre's trade name or trademarks except in materials provided to me by Allegre.
11. I agree to refrain from producing, selling and using any written, recorded or other promotional or advertising materials which have not been approved or provided by Allegre.
12. I understand that as an IR who sponsors other IRs, I must fulfill the obligation of performing bona fide training and supervision of those I sponsor through ongoing management, supervision, contact and communication with my sales organization.
13. I agree that Allegre's program is built upon retail sales to the ultimate consumer and I will follow the Policies and Procedures referred to herein.
14. I may return products, literature and sales aids in reusable condition at any time within thirty (30) days of purchase and receive a full refund. I shall bear shipping costs for returned items. Refund will be made within thirty (30) days of actual receipt of the returned items. Requests for refunds may cancel this Agreement at the option of Allegre. Allegre will honor refund policies provided by any State or Federal law applicable to me.
15. I acknowledge that I am a wholly independent marketing representative who establishes and services retail customers of Allegre products and services as an independent contractor. The position of IR does not constitute a sale of a franchise and absolutely no fees have been or will be required from me for the right to distribute Allegre's products or services pursuant to this Agreement, with the exception of the annual renewal fee. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership or joint venture between any IR, sponsor and the Company.
16. As an independent contractor, I agree to:
 - a) Abide by any and all Federal, State, county and local laws pertaining to this Agreement or to the acquisition, receipt, selling, distributing or advertising of Allegre's products and services.
 - b) Make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this Agreement or the receipt, selling, distributing or advertising of Allegre's products.
17. I understand and agree that because of the personal nature of this Agreement, it may not be transferred or assigned without the prior written consent of Allegre.
18. I understand and agree that the liability of Allegre and its officers, directors and shareholders to IRs for any claim whatsoever related to the relationship of Allegre and IRs, including any cause of action sounding in contract tort or strict liability shall not exceed and be limited to the amount of unsold product inventory owned by the IR. In no event shall Allegre be liable to any IR for any incidental, special, exemplary or consequential damages.
19. This Agreement, the Compensation Plan and the Policies and Procedures, which are hereto made a part of this Agreement, constitute the entire Agreement between me and Allegre and no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both parties, except as provided herein.
20. I acknowledge that I have read, understand and agree to the terms set forth in this Agreement.
21. I understand that Allegre does not discriminate in its acceptance or rejection of applicants because of race, creed, sex, color or national origin.
22. I understand and agree that all claims and disputes relating to this Agreement, the rights and obligations of the parties or any other claims or causes of action relating to the performance of either party under this Agreement or my purchase of products shall be settled totally and finally by arbitration in Las Vegas, Nevada, in accordance with the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association. This Agreement is performable in Clark County, Nevada, and governed by the laws of the State of Nevada.

INITIALS: _____