



## Fundraiser Agreement

**As an authorized MyChoice LLC, Fundraiser, I agree with the following:**

1. I swear or affirm that I have read and understand the items and instructions forming this agreement, and that my responses are true and complete to the best of my knowledge.
2. I am eighteen (18) years or older and am qualified to enter into binding contracts in my state of residence. I understand that I will be an Independent Contractor, solely responsible for my own business, and I will not be an employee of MyChoice, LLC. As such, I will not be regarded as an employee for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, or income tax withholding. It is my responsibility to pay any self-employment taxes and all local, state and federal taxes as required by law.
3. Upon acceptance of this application, I shall have the right to sell MyChoice LLC. Consumer cards in accordance with the company's Policies and Procedures. For these sales, I will be compensated in accordance with the MyChoice LLC. Compensation Plan.
4. I shall abide by a) The terms and conditions of this Agreement; and b) MyChoice LLC's Policies and Procedures; and c) MyChoice LLC's Compensation Plan, and d) any other documents or conditions as MyChoice LLC. may add in the future. I understand that MyChoice LLC. may make subsequent amendments to any or all of these documents and in such event shall notify me of any such changes or amendments, which I shall also abide with, such notice when posted to the company website shall be deemed received.
5. I shall have no authority to bind MyChoice LLC. to any obligation or contract.
6. I shall conduct myself in a legal, professional and ethical manner at all times. I understand that no statements or representations whatsoever may be made regarding MyChoice LLC., or MyChoice LLC. products or services, other than those contained in official MyChoice LLC. materials, on MyChoice LLC. products, or on the MyChoice LLC. website. Moreover, I shall not exaggerate nor otherwise misrepresent the income potential of the MyChoice LLC. Compensation Plan.
7. I shall not use MyChoice LLC. trademarks, trade styles, logos, or trade names in any form of advertising, including yellow page ads and internet ads, other than those which may be specifically provided by, or approved by, MyChoice LLC..
8. I understand that the following three (3) things are required to become a MyChoice LLC. Fundraiser: a) submitting a fully completed truthful application, b) reading and executing the Fundraiser Agreement; and c) acceptance of my application by MyChoice LLC.. If within three (3) working days of submitting my application I decide to not continue as a MyChoice LLC. Fundraiser, I may notify MyChoice LLC. and my application fee shall be returned. I understand that I may order additional supplies at any time from the current price list provided on my MyChoice BackOffice website. I may return any MyChoice LLC. product, in good and resalable condition, within thirty (30) days of purchase for a full refund of the purchase price, less shipping and handling.
9. This agreement shall extend for twelve months, and may be renewed in additional twelve month increments by MyChoice LLC. Fundraisers in good standing, upon the signing of the annual renewal agreement. Notwithstanding, I understand that I may terminate my MyChoice LLC. association at any time by a) notifying MyChoice LLC. via my sponsoring Advertising Agent, or b) by simply becoming inactive. I further understand that MyChoice LLC. may terminate my Fundraiser agreement in accordance with the Policies and Procedures if I violate the terms thereof. Such termination by MyChoice LLC. will cancel my rights to receive any future compensation of any form from MyChoice LLC.
10. I agree to communicate with Fundraiser cardholders monthly, to encourage usage of the card.
11. I shall not repackage, relabel or sell MyChoice LLC's products under any other name or label. Further, I shall not produce any written, recorded, or other marketing materials or promotional literature, including information posted on the internet, which has/have not been approved or provided to me by MyChoice LLC.
12. This agreement shall not be transferred or assigned without prior written consent of MyChoice LLC.
13. This agreement shall be binding upon, and inures to the benefit of the parties hereto, and their heirs and successors in interest. If any provision of this agreement is found unenforceable or invalid, the validity of the remaining provisions shall not be affected. This is the entire agreement between the parties.
14. I agree to indemnify / hold MyChoice LLC. harmless from any claims, damages and expenses, including any attorney's fees arising out of my actions or conduct in violation of this Agreement, the Policies and Procedures, or any other responsibilities relating to MyChoice LLC. that may be breached or violated. In the event a dispute shall arise between myself and MyChoice LLC. as to our respective rights, duties and obligations under this Agreement, and the Policies and Procedures, it is agreed that such disputes shall be exclusively resolved in Gwinnett County, Georgia. Georgia law will apply to the resolution of the dispute, unless otherwise agreed in writing. In any action regarding this Agreement or the relationship that stems from this Agreement, the prevailing party shall be awarded reasonable attorney's fees.
15. As witnessed by my signature on the front of this Fundraiser application and Agreement, I hereby agree that I have read the application and Agreement, the Terms and Conditions of the Agreement, and the MyChoice Policies and Procedures which are incorporated into this agreement.