

Leader Qualification Agreement Form

Application Information (*required fields):

Given Name*

Surname*

Spouse's Name

Address*

Email*

Social Insurance/Security Number*

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Akuna Registration Number*

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Postal / Zip code*

Telephone*

Cell Phone

The Agreement Witnesses That:

**I.
Purpose of the Agreement.**

The purpose of this Agreement is to establish the rights and responsibilities of the participating parties in relation to selling and distributing products and merchandise (the "products") of Akuna Canada/USA Inc. (the "Company"). This agreement shall supersede any agreement previously made between the Distributor and AKUNA.

**II.
Basis of the Agreement.**

1. Based upon this Agreement, the Distributor has the right to purchase the products from the Company and sell the products to third parties. The descriptions and prices of the products are detailed in company publications. The Distributor has these rights only while the Agreement is in effect.
2. The Distributor agrees to abide by the Company's manual, Compensation Plan, Privileges and Responsibilities and other Company publications for Company Distributors currently published and as amended from time to time.
3. The Distributor shall be an independent contractor and not an agent, employee, partner or franchisee of the Company. As an independent contractor, the Distributor shall be responsible for the declaration and payment of all self-employment income taxes and licensing fees, and for the collection and remittance of all sales taxes that arise in connection with the Distributor's distribution and sale of the products.
4. The Distributor acknowledges that only Company Distributors may sell the products. The amount of products available to the Distributor may be dictated by actual storage and commercial capabilities of the Company.
5. The Distributor becomes an owner of each product bought from the Company at the moment when the product is paid for in full by the Distributor. Upon receipt of products, the Distributor becomes responsible for any damage to the products.
6. The Distributor agrees not to make any verbal or written claims concerning the products, except as stated in Company materials.
7. The Distributor agrees to abide by the Company's Customer Satisfaction Guarantee policies in effect from time to time.
8. The Distributor agrees to abide by any and all federal, provincial, municipal and local laws, rules and regulations pertaining to the Agreement, the acquisition, distribution and advertising of the products, and the operation of the Distributor's independent business. The Distributor shall obtain such licenses as are required by law or public authority regarding the Agreement, the acquisition, distribution and advertising of the products, and the operation of the Distributor's independent business.
9. The Distributor may not own, operate or have a financial interest in more than one Akuna Distributorship. Married couples are treated as a single Distributor, and may not operate separate Akuna Distributorship; provided, however, if two people who own separate Akuna Distributorships marry, they may each retain ownership of their Distributorships.
10. At any meeting where AKUNA products, the AKUNA program or marketing plan are presented, no other products, opportunities, programs or services are to be presented.

11. Distributors with the AKUNA title of Division Leader or higher cannot own, operate or have a financial interest in, or, be a developing Leader or hold a title in any other direct sales/MLM company and continue to receive residual income, bonuses or override payments on any AKUNA organization. AKUNA reserves the right to terminate the Agreement at any time a Division Leader or higher commences representation of another direct sales/MLM company or in the event that a Leader attempts to recruit AKUNA Distributors for any other company.
12. As a Leader, the Distributor agrees to be responsible for training, motivating and supporting growth within his/her organization and agrees to conduct himself/herself in a manner that enhances the already established ethics and values of AKUNA.
13. Administration Fee. The Distributor shall pay an administration fee of \$32 (taxes inclusive) with this initial application and then an annual renewal fee of \$32 (taxes inclusive). The Distributor's Distributorship may be canceled if such annual fee is not received within 30 days after the applicable anniversary date. Payment of the administration fees entitles the Distributor to receive Company support and actively participate in the Compensation Plan structure. Purchase of products, sales materials and other Company supplies shall be through separate purchases, at the Distributor's option.
14. Consultant Indemnification. The Distributor agrees to indemnify and hold the Company, its officers, directors, employees and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising from, or directly or indirectly relating to, the Distributor's breach of this Agreement or other conduct by the Distributor or by the Distributor's spouse, agents or employees.

**III.
Termination of Agreement.**

1. The Distributor may terminate this Agreement at any time for any reason by giving written notice to the Company, bearing his/her original signature, printed name and address. Following such notice of termination, the Distributor may require the Company to repurchase saleable product inventory and mandatory sales kit materials under reasonable commercial terms in accordance with the Privileges and Responsibilities.
2. The Company may terminate this Agreement immediately upon a default by the Distributor of any of the terms and conditions contained in this Agreement, in the Privileges and Responsibilities or in the manual, in which event the Company shall be entitled to all of its rights and remedies at law and in equity.

**IV.
Miscellaneous (Canada only).**

1. The Distributor shall remit Harmonized Sales Tax, Federal Goods and Services Tax and other Provincial Sales Tax, as applicable (collectively, "HST"), to the Company on all product orders unless tax-exempt. The Company shall be allowed at its sole option to account for HST payable by the consumer on goods delivered by the Distributor pursuant to the GST Alternate Collection Mechanism for direct selling organizations.
2. No changes, amendments or additions to this Agreement shall become effective unless in writing, signed by both the Distributor and the Company. This Agreement is not assignable by the Distributor. This Agreement is governed by the laws of the Province of Ontario.

Distributor's Signature _____

Date _____

\$32.00 ANNUAL RENEWAL FEE