

1-800-429-4290  
435 W 400 S STE 205  
Salt Lake City, UT 84101



Distributor ID#

Internal use only

# INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT - USA

## Submit to Sponsor for Online Enrollment

### STEP 1 - NEW ACCOUNT INFORMATION

all asterisk (\*) fields are REQUIRED

Complete if corporation, partnership or other legal entity

\*Applicant Name \_\_\_\_\_

\*Applicant Social Security Number \_\_\_\_\_  
(Primary applicant Social Security Number)

Name of Business Entity \_\_\_\_\_

Primary Participant \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

\*Daytime Phone \_\_\_\_\_ \*Evening Phone \_\_\_\_\_

\*Mailing Address \_\_\_\_\_ \*City/State \_\_\_\_\_ \*ZIP code \_\_\_\_\_

\*Shipping Address \_\_\_\_\_ \*City/State \_\_\_\_\_ \*ZIP code \_\_\_\_\_

\*Email Address \_\_\_\_\_ \*Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

\*Sponsor's Name \_\_\_\_\_ \*Sponsor's ID Number \_\_\_\_\_ Phone No. \_\_\_\_\_

I wish to become a distributor for Limitless Worldwide,™ LLC (Limitless) and participate in the business opportunity and use the products. I understand that Limitless Worldwide must have my Social Security Number and that I need to sign up for my paycard in my virtual office to be paid commissions. I understand that the only financial requirement to become an Independent Distributor is a \$49.00 application fee which has no commissionable volume. Payment of this fee includes a Distributor Business Packet (first year only), access to the (Limitless) virtual office, a distributor replicated website for 1 year. In addition, a yearly renewal fee of \$25.00 is required to continue as a Limitless Distributor. I authorize Limitless Worldwide to charge the \$49.00 application fee and the \$25.00 renewal fee to my credit card as it becomes due. I understand that the renewal is applicable 12 months from sign up. \*required information

### STEP 2 - SELECT YOUR ENROLLMENT LIMITLESS KIT(S)

**Limitless Distributor Business Kit \$49 (Required)**  
Applicants must purchase a Limitless Distributor Business Kit (optional in ND). It contains essential sales and marketing material and literature to help you build your business.

Business Kit .... \$ 49.00      Shipping .... \$ \_\_\_\_\_

Sales Tax .... \$ \_\_\_\_\_      **TOTAL** .... \$ \_\_\_\_\_

**Find Your Limitless Paks (Optional):**  **3 for \$500**,  **6 for \$950**  
Purchase 3 for \$500 or 6 for \$950 FYL Enrollment Pak Bundle and receive a FREE SkinnyStix Variety Pak plus FREE 1-3 Day Shipping. 6 for \$950 FYL Enrollment Pak Bundle also includes \$49 Business Kit, and 6 Free Limitless Lips for use as Gifts with Purchase. Enrollment orders over 750PV receive FREE 1-3 Day shipping PLUS 50 LDR Points. Enrollment Paks contain either 3 or 6 of 1 Chosen Pak.

Shape Enrollment Pak (Weight Loss)       Rock Enrollment Pak (Performance)

Reveal Enrollment Pak (Skin Care)       Fuel Enrollment Pak (Wellness)

**TOTAL** \$ \_\_\_\_\_

### STEP 3 - SELECT LIMITLESS DELIVERY REWARDS (LDR AUTOSHIP PROGRAM)

Code	Item	Price	CV	Total

In order to enjoy all the benefits that LDR offers, please ensure your order is 75 PV or greater.

Please ship my order: Beginning on \_\_\_\_/\_\_\_\_ (select a date between the 1st and 25th) and every month thereafter on the same day (allow 10 business days for delivery).

Total
Shipping
Local Sales Tax†
<b>TOTAL REMITTANCE</b>

### STEP 4 - CREDIT CARD INFORMATION

Visa     MasterCard     Discover Card     American Express

\*Credit Card Number \_\_\_\_\_ \*Exp. Date (mm/yyyy) \_\_\_\_/\_\_\_\_ \*CVV Number \_\_\_\_\_

\*Card Holder Name (please print) \_\_\_\_\_ Billing Address Same As Above \_\_\_\_\_

\*Billing Address \_\_\_\_\_ \*City/State \_\_\_\_\_ \*ZIP code \_\_\_\_\_

With my signature I give permission to Limitless Worldwide, LLC to process the Application with my membership fee, my order and to process the autoship order selections as indicated with the above payment information. I understand and agree that I will be charged shipping fees. These fees will depend on my shipping address and will be calculated at the time of order processing. I have carefully read the terms and conditions on the back of this application and agreement, the Limitless Policies and Procedures, and the Limitless Compensation Plan, and agree to abide by all terms set forth in these documents.

**Applicant's Signature of Agreement and Authorization** \_\_\_\_\_

**Co-Applicant's Signature** \_\_\_\_\_

**Date (MM/DD/YYYY)** \_\_\_\_\_

# TERMS & CONDITIONS

- I understand that as an Independent Distributor ("Distributor") for Limitless Worldwide, LLC ("Limitless"):
  - I have the right to offer for sale Limitless' products in accordance with these Terms and Conditions;
  - I have the right to enroll persons as Distributors and Customers;
  - If qualified, I have the right to earn commissions pursuant to the Limitless Compensation Plan.
- I agree to present the Limitless Compensation Plan and Limitless products as set forth in official Limitless literature.
- I agree that as a Limitless Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Limitless. 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 LIMITLESS FOR FEDERAL OR STATE TAX PURPOSES. Limitless 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 Limitless.**
- I have carefully read and agree to comply with the Limitless Policies and Procedures, the Limitless Compensation Plan, and the Limitless Business Entity Addendum (the Business Entity Addendum applies only to business entities that apply to become a Distributor), each of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Limitless. I understand that the Agreement may be amended at the sole discretion of Limitless, and I agree to abide by all such amendments. Notification of amendments shall be posted in my Distributor Back-Office. Amendments shall become effective 30 days after publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Limitless business or my acceptance of bonuses or commissions after the effective date of amendments shall constitute my acceptance of any and all amendments.
- The term of this agreement is one year. The initial term will be automatically renewed for successive one (1) year terms unless the Distributor provides notice of non-renewal no later than thirty (30) days prior to expiration of the initial term or any successive renewal term. Upon renewal, the renewal fee will be charged to the Distributor's credit card on file with the company. If I fail to annually renew my Limitless business, 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 Limitless products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from 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.** Limitless reserves the right to terminate all Distributor Agreements upon 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.
- I may not assign any rights under the Agreement without the prior written consent of Limitless. Any attempt to transfer or assign the Agreement without the express written consent of Limitless renders the Agreement voidable at the option of Limitless and may result in termination of my business.
- I understand that if I fail to comply with the terms of the Agreement, Limitless may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures.
- Limitless, 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 Limitless 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 Limitless and its affiliates from all liability arising from or relating to the promotion or operation of my Limitless business and any activities related to it (e.g., the presentation of Limitless products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Limitless for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
- The Agreement, in its current form and as amended by Limitless at its discretion, constitutes the entire contract between Limitless and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- 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. Waiver by any Party of a breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.
- 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.
- This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and Limitless 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 and Procedures. Limitless 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 shall be settled by binding arbitration as more fully described in the Policies and Procedures.
- 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 District of Utah, or state court residing in Salt Lake County, State of Utah.
- Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
- Montana Residents: A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.
- 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.**
- If a Distributor wishes to bring an action against Limitless 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 Limitless for such act or omission. **Distributor waives all claims that any other statute of limitations applies.**
- I authorize Limitless to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in advertising or promotional materials, including but not limited to use on online forums, and waive all claims for remuneration for such use. I waive my right to inspect or approve the finished photographs or advertising copy or printed matter that may be used in conjunction therewith or to the eventual use that the photographs might be applied.
- A faxed copy of the Agreement shall be treated as an original in all respects.
- With the exception of my Company-provided Limitless Worldwide Replicated Website, I agree that I will not directly or indirectly operate a website that promotes my Limitless Business or Limitless' products, or that serves any other purpose related to my Limitless business (Director<sup>3</sup> and above may operate a Team Website). I will review Limitless' Policies and Procedures for full details regarding Distributor Website usage and policies and will comply with these policies.
- I certify that I am at least 18 years of age.

## NOTICE OF RIGHT TO CANCEL

DATE of transaction \_\_\_\_\_

**You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Limitless, PO Box 3866, Salt Lake City, UT 84110, NOT LATER THAN MIDNIGHT of the third business day following the date of this Agreement.**

**I HEREBY CANCEL THIS TRANSACTION.**

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_