Amway

BUSINESS NAME CHANGE FORM

CURF	ENT I	BO NU	DATE				
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If you wish to make a name change to your business, complete the appropriate section and mail to the address provided at the bottom of this page. (Please print.)

1.	If you would like to have your name changed on your business, we will need your signature and the completed information
	indicated under this section. (Please include a copy of legal documentation verifying the request.)

I would like to have my name changed on this business.

CURRENT NAME	
CURRENT SIGNATURE	SOCIAL SECURITY NUMBER*
X	
NEW NAME	
NEW SIGNATURE	
X	

2. If you would like to add a name to your business, please complete all of the information, including signatures and social security numbers, requested under this section. (Please include a copy of marriage certificate if applicable.)

Is either partner a minor?

☐ Yes	□ No	Birth Date	/					/				
			Mon	th			Day			Year		
□ Voc	\Box M_{\odot}	D : 100	,,		- 1		- 1	- 1		1		

l agree to submit any dispute I may have with another IBO, a former IBO, Amway, or an Approved Provider of BSM, as defined in Rule 7, to conciliation under Rule 11.4. I further agree that if any claim or dispute cannot be resolved by good faith efforts in conciliation under Rule 11.4, I will submit any remaining claim or dispute arising out of or relating to my Independent Business, the IBO Contract (including any claim against another IBO, a former IBO, or any such IBO's officers, directors, agents, or employees; or against Amway Corp. and any parent, subsidiary, affiliate, predecessor or successor thereof, or any of their officers, directors, agents, or employees) as well as disputes involving BSM or Approved Providers of BSM, to binding arbitration in accordance with Rule 11.5. The arbitration award shall be final and binding and judgment may be entered upon it by any court of competent jurisdiction. Demand for arbitration shall be made within 2 years after the claim arose, but in no event after the date when the initiation of legal proceedings would have been barred by the applicable statute of limitations, subject to the tolling provision in Rule 11.5.5. I acknowledge that this Agreement evidences a transaction involving interstate commerce. The Federal Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. The agreement to conciliate and arbitrate under Rule 11 is reciprocal and binds Amway, IBOs and Approved Providers.

The Arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.

BUSINESS SUPPORT MATERIALS - Some IBOs and Amway accredited third-party providers ("Approved Providers") offer optional BSM to IBOs (See Rule 7 for more information). I UNDERSTAND THAT I DO NOT HAVE TO BUY BSM TO BECOME AN IBO AND THAT BSM MAY BE HELPFUL BUT ARE NOT NECESSARY TO BE A SUCCESSFUL IBO. BSM ARE OFFERED SEPARATELY FROM THE AMWAY BUSINESS BY IBOS AND APPROVED PROVIDERS THAT ARE NOT OWNED OR OPERATED BY AMWAY. I further understand that Amway does not earn any revenue from my purchase of BSM from IBOs or Approved Providers; some IBOs and Approved Providers earn income (which is not paid by Amway) from the sale of BSM to IBOs; IBOs and Approved Providers are required to meet Amway's Quality Assurance Standards for BSM (See Rule 7); I may have rights to a refund from the seller under certain circumstances; in deciding whether or not to purchase BSM, I will use my own good judgment and ensure that expenditures are consistent with my goals and with the profitability of my business; and, if I choose to purchase BSM, I will do so only after I have registered as an IBO, and after I have assessed my own needs for BSM. In addition, Amway offers optional free training for IBOs in marketing and merchandising.

REGISTRANT(S) - I certify that all of the information above is complete and correct, including my sponsoring IBO. I have read and agree to adhere to the terms of this Agreement, including the Amway Terms and Conditions printed on the reverse side (Page 2 of 2). I need only select the Business Services & Support portion of the Amway Registration Package to become an IBO. I certify that in deciding to become an IBO I have relied solely on the earnings representations and information contained in the Plan. I certify that I have received, read, and understood the Amway Business Opportunity Brochure. I understand that the average monthly Gross Income for "active" IBOs in the U.S. was \$202 in 2010.

I would like to add a partner to my business.

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*Social Security Number - Failure of the primary registrant to provide a Social Security Number will result in withholding a percentage of all bonus payments.

 If you wish to remove your name from the business, we will need your signature and the completed information indicated under this section. BY SIGNING BELOW YOU ACKNOWLEDGE, UNDERSTAND, AND ACCEPT THAT YOU ARE ASSIGNING TO YOUR SPOUSE/PARTNER ANY RIGHT, TITLE, AND INTEREST WHICH YOU MAY HAVE IN THE ABOVE REFERENCED BUSINESS. (Please include copy of divorce decree, if applicable.)

I would like my name removed from this business.

RESIGNING BUSINESS NAME	ADDRESS (IF DIFFERENT THAN BUSINESS)							
RESIGNING BUSINESS SIGNATURE		SOCIAL SE	ECURITY NUMBER					
X			-	-				
Are you a minor?	□ Yes	□ No						
ACCEPTING BUSINESS NAME	ADDRESS (IF DIFFER	RENT THAN B	USINESS)					
ACCEPTING DUGINESS SIGNATURE		COCIAL CE	ECLIDITY NUMBER					

business to be placed in my name only with the resignation of the above partner.

I accept the

Return to: Rules Administration 78-2W, Amway, 7575 Fulton Street East, Ada, MI 49355, Fax: 616-787-7896

AMWAY TERMS AND CONDITIONS

- 1. Authorization and Contract. The Amway business opportunity is available in the U.S., Canada, Puerto Rico, U.S. Virgin Islands, Jamaica, Guam, the Pacific Islands of American Samoa, Federated States of Micronesia, Marshall Islands, Northern Mariana Islands, Palau, Wake Island, Dominican Republic and all authorized Atlantic & Caribbean islands operating under the Plan (the "Region"). By executing the IBO Registration Agreement ("Agreement"), you apply for legal authorization to become an Amway IBO and enter into a contract with Amway Corp. ("Amway"). Your contract with Amway includes all of the terms in this Agreement, any renewal form(s) executed or authorized by you, the Plan as defined in Rule 2.1 of the Amway Rules of Conduct ("Rule" or "Rules"), the Rules in effect at the time you execute this Agreement, and any Entity Agreement for IBOs or modifications to the Plan or Rules that become effective during the term of your contract ("IBO Contract"). You acknowledge that prior to signing this Agreement you have received, read and understood a copy of a brochure authorized by Amway for use with Prospects that contains the average profits, earnings, and sales figures and percentages as published by Amway, that you have read and understood the Amway Business Reference Guide including the Plan and the Rules, which are incorporated into this Agreement and made a part of it as if restated in full, as posted on www.amway.com, and that you have read and agree to all terms set forth in this Agreement. You understand that to become an IBO you need only select the Business Services & Support portion of the Amway Registration Package, and that additional products or support items are optional. Amway reserves the right to reject any application for any reason.
- 2. Expiration and Renewal. You must maintain a current authorization in order to preserve your rights as an IBO, including all rights of sponsorship with IBOs and Customers (as defined in Rule 2.3) you register. The term of your IBO Contract expires on December 31st each year. To remain an IBO, you must annually submit prior to December 31st a request to renew the IBO Contract along with the required annual business fee. In the event you elect automatic renewal, you agree to continue to abide by the terms of your IBO Contract, as it may be amended from time to time in accordance with Rules 10 and 11. Note that if this Agreement is processed between September 1 and December 31, the term of your IBO Contract will automatically include the next calendar year. Amway reserves the right to reject your renewal request or revoke your renewal agreement under Rule 3.7.
- 3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of Amway, your sponsoring IBO, or any other IBO. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products and services available through and by Amway on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. Amway will not provide you with a place of business, and if you desire a place of business other than your own residence, you will be responsible for procuring, furnishing, and paying the rental for such place of business. As a self-employed independent contractor, you are responsible for complying with any state or local business licensing requirements. With respect to services performed by you under your IBO Contract, you will not be treated as an employee for federal or state tax purposes, and you will be responsible for payment of any self-employment and other income taxes. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year by Amway, your sponsoring IBO, or your Platinum IBO. It will be your sole responsibility to account for such income on your individual income tax returns.
- 4. Presenting the Plan. You agree when presenting the Plan to present it in its entirety in accordance with Rule 5, emphasizing that there is only one Plan for all IBOs, and that sales to Customers are a requirement to receiving compensation in the form of Performance Bonus on downline IBO volume. In presenting the Plan to Prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by Amway. You agree to give all prospective IBOs a copy of a brochure authorized by Amway for use with Prospects that contains the average profits, earnings, and sales figures and percentages as published by Amway.
- 5. Selling Product and Refunds. You agree that you will not sell any Nutrilite® Food Supplement products until you have read the Responsibility Statement included in the Business Reference Guide, and you agree to make no representations or claims about any products beyond those shown on product labels and/or in Amway-authorized literature. You agree to inform Customers of the Satisfaction Guarantee in accordance with Rule 4.9. You further agree to sell products available through or by Amway only in authorized territories, including all of the countries and territories of the Region except for Canada and the Dominican Republic, and to be bound by all sales tax collection agreements between Amway and the various taxing jurisdictions, as well as the related rules and procedures established from time to time by Amway to effectuate those agreements. A price list of retail products is available at www.amway.com. There are no sales quotas or minimum purchase requirements, and you are not required to sell products at any particular price. The price list contains suggested retail prices and is optional. You may return products that you have purchased for a refund in accordance with Rules 4.9, 4.10 and 4.11.
- 6. Amway's Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in Rule 6, LOS information (as defined in Rule 2.8), constitutes a commercially advantageous, unique and proprietary trade secret owned by Amway. During the term of your IBO Contract, in accordance with and subject to compliance with Rule 6 and any other related Rules or procedures, Amway grants you a limited, non-exclusive, non-transferable and revocable license to use LOS Information and other Proprietary Information, such as confidential business reports, manufacturing and product developments, and IBO sales, earnings and other financial reports only as necessary to facilitate your Amway business as contemplated under the Rules and other terms of your IBO Contract. You acknowledge the substantial value of LOS Information and other Proprietary Information to Amway and agree to maintain all LOS Information and other Proprietary Information or other Proprietary Information to any third party, or to use LOS Information or other Proprietary Information in connection with any other businesses. Upon expiration or termination of your Independent Business, you agree promptly to return any and all LOS Information and other Proprietary Information to Amway and immediately discontinue any further use thereof. This covenant shall survive the expiration or termination of your IBO Contract for any reason.
- 7. Non-Competition Agreement. In accordance with Rule 6.2, you agree that during the period while you are an IBO, and for six months following expiration or termination of your Independent Business, you will not compete with Amway. This covenant shall survive the expiration or termination of your IBO Contract for any reason.
- 8. Non-Solicitation Agreement. In accordance with Rule 6.2, you agree that during the period while you are an IBO, and for two years following expiration or termination of your Independent Business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other IBO to compete with the business of Amway. This covenant shall survive the expiration or termination of your IBO Contract for any reason. You further agree in accordance with Rule 6.3 that while you are an IBO, you will not (i) sell, offer to sell or promote other business opportunities, products, or services in connection with the Plan; or (ii) solicit, directly or indirectly, other IBOs whom you did not personally sponsor in order to sell, offer to sell, or promote other products, services, or business opportunities, investments, securities, or loans not offered through or by Amway.
- 9. Independent Business Owners Association International (IBOAI). As an Amway IBO, you may support your trade association, the IBOAI, which through its Board of Directors provides IBOs a channel of communication with Amway on key issues affecting the business. The annual fee is included in your registration and renewal fees. If you do not wish to support the IBOAI, you may send a refund request within 90 days of registration or renewal to Customer Service (58C-2A), 7575 Fulton Street East, Ada, MI 49355, and Amway will issue a check or credit to refund the annual fee.
- 10. Images / Recordings / Consents. You agree to permit Amway to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Amway for any lawful purpose, and without compensation. You understand that you may cancel this authorization by sending a certified letter stating such cancellation to Business Communications (52-1G), 7575 Fulton Street East, Ada, IM 49355. You agree that, subject to Amway's policies and procedures and Privacy Statements, Amway may obtain, record, use, hold, transfer, dispose of and otherwise process other Amway 1BOs, Amway affiliates and third parties, such personal and business information as may be necessary to enable Amway to fulfill its obligations under your IBO Contract, or which Amway determines is expedient to support its business operations and the management of the Line of Sponsorship.
- 11. **Personal and Business Data.** You agree to obtain, record, use, hold, transfer, dispose of and otherwise process personal information about Customers, other Amway IBOs or any other person (however and whomever obtained from) only in accordance with your IBO Contract. Unless otherwise provided by Amway, you shall (i) only use such personal information for your own Amway business and for no other purpose(s); (ii) comply with your obligations regarding privacy and data security as set forth in your IBO Contract; and (iii) comply with like privacy and data security obligations to those imposed on Amway under applicable laws in respect of such information.
- 12. **Termination by Notice or Upon Breach.** You may terminate your IBO Contract at any time prior to expiration by written communication to Amway. Amway may terminate your IBO Contract as a result of breach of any of the provisions of your IBO Contract. Amway may also take actions short of termination of your IBO Contract, if you breach any of its provisions. In determining what actions to take in the event of breach of the IBO Contract, Amway may consider without limitation the nature and severity of the breach, whether the breach can be or has been cured following notification by Amway of the existence of the same, and whether there are multiple simultaneous, serial or repeating breaches. If you do not agree with action taken by Amway under this paragraph, you may submit your dispute to the Dispute Resolution Procedures as provided in Rule 11.
- 13. Modification of Terms. The terms of your IBO Contract may be modified as specified in Rules 10 and 11.
- 14. **Jurisdiction and Governing Law.** Except to the extent that the Federal Arbitration Act applies to Rule 11, the formation, construction, interpretation, and enforceability of your IBO Contract shall be governed by Michigan law, without giving effect to any choice of law or conflicts of law rules or provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Michigan. The place where the IBO Contract is made is Michigan. Notwithstanding the language of this Agreement, the English language version of the Agreement shall govern.
- 15. **Miscellaneous**. The provisions of your IBO Contract with Amway are severable. In the event that an arbitrator or court of competent jurisdiction determines any portion of the IBO Contract is unenforceable in any respect, then it shall enforce the rest of the IBO Contract to the fullest extent permitted by law without affecting the enforceability of the remaining provisions of the IBO Contract. No waiver of any default or breach of any provision of your IBO Contract, or failure to enforce rights contained therein, shall operate as or be deemed a waiver of any subsequent default or breach. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of your IBO Contract, including all documents incorporated herein by reference, embody the whole agreement between you and Amway and supersede any prior agreements, understandings and obligations between you and Amway concerning the subject matter of your contract with Amway.

Page 2 of 2 101912 O-6178