



7k Metals Associate Agreement

The following 7k Metals, LLC ("7k Metals") Independent Associate Application and Agreement is a legal agreement between you and 7k Metals. 7K METALS IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OUTLINED IN THE AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THE [COMPENSATION PLAN](#), THE [ASSOCIATE AGREEMENT TERMS AND CONDITIONS](#), THE [POLICIES AND PROCEDURES](#), AND THE [BUSINESS ENTITY REGISTRATION FORM](#) (the Business Entity Registration Form is only applicable to those who enroll using a business entity such as a corporation, LLC, partnership, etc., rather than in their individual capacity). BY COMPLETING THE ONLINE APPLICATION PROCESS, YOU MUST INDICATE THAT YOU HAVE READ AND AGREE TO ABIDE BY THE TERMS CONTAINED IN THIS DOCUMENT.

To become a 7k Metals Associate, you must acknowledge that you have read, understand, and agree to adhere to the terms of this document. I have read and agree to abide by the terms set forth in the [7k Metals Compensation Plan](#).

(Business Entity Applicants Only) I have read and agree to abide by the terms set forth in the 7k Metals [Business Entity Registration Form](#) and understand that I must submit such completed form to 7k Metals within 60 days of the date of this Agreement.

Terms and Conditions

1. I understand that as a 7k Metals Associate:
 - a. I have the right to offer for sale 7k Metals products and services in accordance with these Terms and Conditions.
 - b. I have the right to enroll persons in 7k Metals.
 - c. Once I am qualified, I have the right to earn commissions pursuant to the 7k Metals Compensation Plan.
2. I agree to present the 7k Metals Marketing and Compensation Plan and 7k Metals products and services as set forth in official 7k Metals literature.
3. I agree that as a 7k Metals Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of 7k Metals. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF 7K METALS FOR FEDERAL OR STATE TAX PURPOSES. 7k Metals is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.
4. I have carefully read and agree to comply with the 7k Metals Policies and Procedures and the 7k Metals Marketing and Compensation Plan, both 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"). In the event of a conflict between these Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If I have not yet reviewed the Policies and Procedures and/or Compensation Plan at the time I sign this Agreement, I understand that they are posted at www.7kmetals.com, and in my 7k Metals Back Office. I will review the Policies and Procedures and Compensation Plan within five days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures or Compensation Plan, my sole recourse is to notify the company and cancel my 7k Metals Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures and Compensation Plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from 7k Metals. I understand that the Agreement may be amended at the sole and absolutely discretion of 7k Metals, and I agree to abide by all such amendments. Notification of amendments shall be posted on 7k Metal's website and in my 7k Metals Back Office. Amendments shall become effective 30 days after publication, but any amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my 7k Metals business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year (subject to prior cancellation pursuant to the Policies and Procedures). If I fail to annually renew my 7k Metals business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Associate. I shall not be eligible to sell 7k Metals 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. 7k Metals reserves the right to terminate all Associate 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. Associate may cancel this Agreement at any time, and for any reason, upon written notice to 7k



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Metals at its principal business address. 7k Metals shall have the right in its sole and absolute discretion not to accept this Agreement or any renewal of it.

6. I may not assign any rights under the Agreement without the prior written consent of 7k Metals. Any attempt to transfer or assign the Agreement without the express written consent of 7k Metals renders the Agreement voidable at the option of 7k Metals and may result in termination of my business and tracking center.
7. I understand that if I fail to comply with the terms of the Agreement, 7k Metals may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that 7k Metals may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to 7k Metals.
8. 7k Metals, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release and hold harmless 7k Metals 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 and hold harmless 7k Metals and its affiliates from all liability arising from or relating to the promotion or operation of my 7k Metals business and any activities related to it (e.g., the presentation of 7k Metals products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify 7k Metals for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by 7k Metals at its discretion, constitutes the entire contract between 7k Metals and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by 7k Metals of any breach of the Agreement must be in writing and signed by an authorized officer of 7k Metals. Waiver by 7k Metals of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. 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 shall remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho without regard to principles of conflicts of laws. In the event of a dispute between an Associate and 7k Metals 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. 7k Metals shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against an Associate. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.
13. 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 Idaho, or state court residing in Bonneville County, State of Idaho.
14. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law. Should a Louisiana resident cancel the Associate Agreement, 7k Metals will refund 90% of the Replicated website hosting fee.
15. MT Residents: Should a Montana resident cancel the Associate Agreement within 15 days from the date of enrollment, 7k Metals will refund 100% of the purchase price for the Starter Kit and Replicated website hosting fee.
16. MA and WY Residents: Should a Massachusetts or Wyoming resident cancel the Associate Agreement, 7k Metals will refund 90% of the Replicated website hosting fee.
17. Except as provided in paragraphs 14-16, refunds will be issued as provided in the Policies and Procedures and in the Notice of Right to Cancel below.



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18. 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.
19. If an Associate wishes to bring an action against 7k Metals 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 7k Metals for such act or omission. Associate waives all claims that any other statute of limitations applies.
20. Liquidated Damages. In any case which arises from or relates to the termination of Associate's Agreement and independent business, the parties agree that damages will be very difficult to ascertain. Therefore, the parties stipulate that if an Associate's termination is proven and held to be wrongful under any theory of law, Associate's sole remedy shall be liquidated damages calculated as follows:
- For Associates at the rank of Associate through Bronze, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to 7k Metals's Compensation Plan in the twelve (12) months immediately preceding the termination.
 - For Associates at the rank Silver through Gold, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to 7k Metals's Compensation Plan in the eighteen (18) months immediately preceding the termination.
 - For Associates at the rank Platinum through Double Platinum, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to 7k Metals Compensation Plan in the twenty-four (24) months immediately preceding the termination.

Gross compensation shall include commissions and bonuses earned by the Associate pursuant to 7k Metals Compensation Plan as well as retail profits earned by Associate for the sale of 7k Metals merchandise. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed retail receipts provided by Associate to Customers at the time of the sale.

21. I authorize 7k Metals to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

Replicated 7k Metals Website

Associates establish an online presence by subscribing to 7k Metals' optional replicated website program. Subscribing Associates will receive a fully e-commerce enabled marketing and recruiting website with their own unique URLs. There is a \$10.00 monthly hosting fee. The first month is included in the initial \$75 Associate fee.

I authorize 7k Metals to charge the credit card or bank account identified below the sum of \$10.00 per month for my replicated 7k Metals web site hosting fees. I understand that the first month hosting fee is waived.

CONSENT TO ELECTRONIC RECORD

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, *et seq.*), requires that you consent to entering into an electronic agreement with 7k Metals, LLC ("7k Metals") before an online version of the 7k Metals Independent Associate Agreement is entered into. Please read the following information carefully.

Should you enter into an online Independent Associate Application and Agreement ("the Agreement"), you will not be required to submit a paper application. The entire agreement between you and 7k Metals will be evidenced by an electronic record. To enter into the Agreement, you must additionally electronically acknowledge that you agree to the Agreement Terms and Conditions, the 7k Metals Compensation Plan, and the 7k Metals Policies and Procedures.

To access these documents and enter into the Agreement, you will need the following hardware and software: A Personal Computer ("PC") with modem or other Internet access device, operational Internet browser software (e.g., *Mozilla Firefox, Google Chrome, Safari, or Internet Explorer*), and Adobe Acrobat Reader. Should there ever be a change in the equipment or software necessary to access the terms of the Agreement, 7k Metals will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such event, you may withdraw your consent.

Your consent will apply to all transactions between you and 7k Metals.

As a 7k Metals Associate, you will be provided with a 7k Metals replicated website and Back Office. You may withdraw your consent to the use of electronic records at any time. However, should you do so, the Agreement will be automatically terminated. To withdraw your consent (and thereby terminate the Agreement), or update any personal information, you may do so by logging into your Back Office and notifying 7k Metals of your



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election to withdraw this consent or to update your personal information. Alternatively, you may notify 7k Metals by mailing or emailing written notice to it at 2235 East 25th Street, Suite 290, Idaho Falls, Idaho 83404 or support@7kmetals.com.

During the enrollment process, you will have the ability to read, download, print, and retain the Terms and Conditions, Compensation Plan, and the Policies and Procedures for future reference. Additionally, you may access these documents through your Dashboard or obtain printed copies of those documents by contacting 7k Metals at 2235 East 25th Street, Suite 290, Idaho Falls, Idaho 83404 or support@7kmetals.com.

By entering into the Agreement, you agree that 7k Metals may amend the same (including the Terms and Conditions, Compensation Plan, and/or the Policies and Procedures) at its sole discretion at any time. Prior versions are archived by 7k Metals. Should you wish to obtain a copy of any archived version of the Terms and Conditions, Compensation Plan, or the Policies and Procedures, send a written request to 7k Metals at 2235 East 25th Street, Suite 290, Idaho Falls, Idaho 83404 or support@7kmetals.com. Your request must include your name, your Associate identification number, your mailing address, and your E-mail address. Upon receipt of such a request, 7k Metals will mail or email to you a copy of the version of the Agreement that you requested. Be certain to specify the date of the version that you wish to receive. There is a charge of \$1.50 per page for U.S. residents and \$2.50 per page for non-U.S. residents. The most current version of the Policies and Procedures and the Compensation Plan are always available for viewing, printing and downloading through your 7k Metals website.

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 and 15 business days in North Dakota for individuals age 65 and older). 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 7k Metals, 130 North 1st Street, Rigby Idaho 83442-1377, NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____