

Membership Terms and Conditions

-Applicant agrees that this is a 120 Day Agreement with Sweet Minerals to represent Sweet Minerals

as an Independent contractor in accordance with the Terms and Conditions accompanying this Agreement and, renewal of this Agreement will be subject to approval of both the Educator and Sweet Minerals at the current annual membership rate determined by the Company at the time of renewal.

By signing this agreement, I apply to become a Sweet Minerals Independent Educator. I certify that the information I provided herein is true and complete. I have carefully read and understand the Terms and Conditions accompanying this Agreement and agree to the Sweet Minerals Compensation Plan and Educator Requirements as explained to me and provided in the On-Line Manual. I further understand and agree that after 3 days from today, the membership fee paid toward this Membership is nonrefundable. I authorize my payment account on file to be automatically charged for any unpaid amount more than 30 days outstanding.

Applicant agrees to be responsible for collecting and reporting all sales tax required to the appropriate agency(s). Only Sales Tax due to the State of Maryland will be collected, reported and paid by Sweet Minerals on behalf of Independent Educators.

1. UNDERSTAND THAT AS AN INDEPENDENT Educator for Sweet Minerals aka SM
 - A) I have the right to offer for sale SM products in accordance with this Agreement
 - B) I have the right to submit persons to become SM Educators.
 - C) I may participate in the SM Career Plan
2. I agree to present the SM Career Plan and SM products and services as set forth in official SM literature.
3. I agree that as a SM Educator I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of SM. 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 SM FOR FEDERAL OR STATE TAX PURPOSES. SM 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. SM's Policies and the SM Career Plan, in their original format and as may be amended by SM at its sole discretion, are incorporated into and made a part of these terms and conditions (these three documents shall be collectively referred to as the "Agreement").
 5. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses, commissions, or SweetCash from SM. I understand that the provisions in this document, the SM Policies, or the SM Career Plan may be amended at the sole discretion of SM, and I agree to abide by all such amendments. Amendments shall become effective 30 days after publication through any reasonable commercial means, which shall include, but not be limited to, posting on SM's official website. The continuation of my SM business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

6. The term of this agreement is 120 days, and shall automatically renew so long as:
 - A) I am in compliance with the Agreement;
 - B) I have not voluntarily cancelled my Agreement in writing;
 - C) The Company has not notified me that I must execute a new agreement.
7. I may cancel this Agreement at any time by submitting written notice of cancellation to the Company at its principal business address. SM may terminate the Agreement (a) on 30 days written notice without cause; or (b) immediately should I breach the Agreement or engage in any conduct that, in SM's sole discretion, could damage SM's reputation or business. Upon Cancellation of the Independent Contractor Agreement, a Sweet Minerals Educator may return unopened and resalable products, membership kits, and enhancement packs sold by the Company within the last 12 consecutive months, provided that such goods are in Resalable condition. Sweet Cash balances much are returned prior to any return of product. Please contact help@sweetminerals.com for more information or assistance. Upon the Company's receipt of returned goods and confirmation that they are in Resalable condition, the Sweet Minerals Educator will be reimbursed 90 percent of the price, plus applicable, prepaid taxes, less applicable bonuses. If the purchases were made through a credit card, the refund will be credited back to the same account.
8. If my SM business is not renewed, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Educator. I shall not be eligible to sell SM products and services nor shall I be eligible to receive commissions, bonuses, SweetCash, 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 to any bonuses, commissions, SweetCash or other remuneration derived through the sales and other activities of my former downline organization.
9. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of SM. Any attempt to transfer or assign the Agreement without the express written consent of SM renders the Agreement voidable at the option of SM and may result in termination of my business.
10. I understand that if I fail to comply with the terms of the Agreement, SM may, at its discretion impose upon me disciplinary action as set forth in the Policies. If I am in breach, default of violation of the Agreement at termination, I shall not be entitled to receive any further bonuses, commissions, or SweetCash whether or not the sales for such bonuses, commissions, or SweetCash have been completed.
11. SM, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release SM and its affiliates from all claims for consequential and exemplary damages. I further agree to release SM and its affiliates from all liability arising from or relating to the promotion or operation of my SM business and any activities related to it (e.g., the presentation of SM products of SM products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify SM for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
12. understand SM trademarks, trade names and logos may be used only on official SM produced and published material. Use of SM's intellectual property on any non-SM produced and published material requires prior written permission from SM.
13. I authorize SM to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

14. The Agreement in its current form and as amended by SM at its sole discretion, constitutes the entire contract between SM and myself. Any oral promises, representations, offers or other communications not expressly set forth in the Agreement are of no force or effect.
15. Any waiver by SM of any breach of the Agreement must be in writing and signed by an authorized officer of SM. Waiver by SM of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
16. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
17. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to principles of conflicts of laws. All disputes and claims relating to SM, the Educator Agreement, the SM Career Plan or its products and services, the rights and obligations of an independent Educator and SM, or any other claims or causes of action relating to the performance of either an independent educator or SM under the Agreement shall be settled totally and finally by arbitration in Maryland, or such other location as SM prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent SM from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect SM's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
18. The parties consent to jurisdiction and venue before any federal or state court in Anne Arundel County, State of Maryland for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
19. Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
20. If an Educator wishes to bring an action against SM 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. Failure to bring such action within such time shall bar all claims against SM for such act or omission. Educator waives all claims that any other statutes of limitations applies.