



# TERMS AND CONDITIONS

1. I the Applicant, am of legal age or I represent a legal business entity in the State in which this Agreement has been executed by me and understand that this Agreement is not binding until received and accepted on behalf of FreeCapitalist Enterprises, LLC. I also agree that neither party to this agreement shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein, and no agent, consultant, or employee of FreeCapitalist Enterprises, LLC has the authority to vary any terms of this agreement. I hereby swear and promise that I am not entering into this agreement with any intention to obtain information for any other third party and agree to be subject and accountable on my own merits to the full extent of item #10 listed below. I also promise to disclose any such attempts to obtain confidential or private information as outlined in item #10 below.
2. I understand that I am an Independent Marketer/Independent Contractor and not an employee of FreeCapitalist Enterprises, LLC or any party with whom FreeCapitalist Enterprises, LLC contracts or transacts business, and as such I am free to select my own means, methods and manner of operation within agreed upon protocols, and to choose the hours and location of my activities under this agreement, subject only to the terms and conditions of this agreement and the FreeCapitalist Enterprises Policies and Procedures as most recently published in the FreeCapitalist Project Official Handbook (these policies and procedures are incorporated herein by reference). I hereby submit my application to become a member of the FreeCapitalist Project and I understand that as a member I am an Independent Marketer/Contractor (herein after referred to as Member and/or Participant) and I shall be solely and fully responsible for the payment of all Federal, State or local taxes imposed or required in connection with this agreement for myself and my employees, agents, contractors, etc., including, without limitation, withholding, unemployment and social security taxes and worker's compensation, and I will not be treated as an employee for purposes of any federal, state or local statute, regulation, ordinance or other law. I agree to comply with and abide by all Federal, State and local statutes, regulation and ordinances governing the sale or solicitation of the products or services offered through FreeCapitalist Enterprises, LLC.
3. I understand that as a member of The FreeCapitalist Project, I am not guaranteed any income nor am I assured any profits or success other than those resulting from my own efforts and I acknowledge that no claims of guaranteed profits or representations of expected earnings that might result from my activities as a member have been promised by or on behalf of FreeCapitalist Enterprises, LLC.
4. General Duties. I understand and agree that I shall have the opportunity to refer participants, sponsor other members and to promote the products and maximize the sale of certain specified products and services in accordance with FreeCapitalist Enterprises, LLC Policies and Procedures and as directed in writing. I also promise to perform such activities as are reasonable to promote the products and the good will of FreeCapitalist Enterprises, LLC.
5. Compensation. I hereby acknowledge and accept that FreeCapitalist Enterprises, LLC may change its compensation plan and compensation details at its sole discretion and shall not in any way become liable for such changes that may affect me directly or indirectly.
6. Membership. I hereby agree that by this agreement I am purchasing a membership package as presented with certain local and national benefits that have been made available to members of The FreeCapitalist Project. I also hereby agree that upon purchasing this membership package there can be no refund of any membership fees or dues do to the nature of the agreement that FreeCapitalist Enterprises, LLC maintains with participating businesses. I also understand that when I pay tuition for American Founders University courses, such course tuition is not refundable except as specified in writing by American Founders University and that I shall not hold FreeCapitalist Enterprises, LLC responsible for any claim related to American Founders University ).
7. Attorney Fees. If it becomes necessary for either party of this agreement to employ legal or other service to obtain payment or for any other reason, I agree to pay all costs including but not limited to attorneys' fees and court costs incurred.
8. Term and Termination. I agree that this agreement shall commence on the date it is accepted and approved by FreeCapitalist Enterprises, LLC and continue until terminated by FreeCapitalist Enterprises, LLC or 30 days after it is terminated in writing by the me. I hereby agree and promise to submit any cancellations in writing prior to the 15th day of the month before cancellation. I also agree that failure to pay the monthly membership fee may result, at the company's sole discretion, in the immediate suspension of all membership benefits and privileges which will make me, the member, ineligible for any compensation, benefits, and other privileges associated with FreeCapitalist Enterprises, LLC. I also agree to pay any collection or court cost associated with my failure to pay according to the terms of this agreement. I also agree that FreeCapitalist Enterprises, LLC may transfer the entire obligation of this agreement on its part to any successor. I agree that if I cancel this agreement that I am not be entitled to any refund as outlined previously in this agreement. I also understand and agree that should any circumstances arise regarding the possibility of a refund such circumstances and the details of any refund must be discussed in writing between both parties prior to any cancellation.
9. Indemnification & Limitation on Liability. I shall indemnify and hold FreeCapitalist Enterprises, LLC, its owners, executives, employees and members free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasance acts of myself or any of the corresponding employees or agents that I may employ. In the event of termination of this agreement by either party, I agree that FreeCapitalist Enterprises shall not be liable because of the termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of FreeCapitalist Enterprises, LLC or the Member. FreeCapitalist Enterprises, LLC sole liability under the terms of this agreement shall be for earned but unpaid commissions.
10. Confidentiality. By signing this agreement I hereby agree and specifically promise that I shall not disclose to any third party, any confidential information revealed to me by FreeCapitalist Enterprises, LLC. In the event of termination of the agreement, I agree that there shall be no use or disclosure by myself of any confidential, proprietary, private, or custom information of FreeCapitalist Enterprises, LLC. I also promise not to write or otherwise publish or have published any critical information about the company, its owners, officers, employees or members and understand and agree that breach of any portion of this paragraph will result in the immediate termination of this agreement and a fine of not less than \$5,000 which I hereby acknowledge and agree to pay in such circumstance plus an amount for any corresponding damages to FreeCapitalist Enterprises, LLC.
11. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Utah.
12. Entire Agreement. This agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this agreement, nor any waiver of any rights under this agreement, shall be effective unless in writing signed by both parties to this agreement, and attached to the original document.
13. Notices. Any notices required or permitted by this agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service if to FreeCapitalist Enterprises, LLC and the Member as addressed on the front side of this agreement.
14. Severability. If any provision of this agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.