

Conklin Independent Business Owner (IBO) Application & Agreement Terms and Conditions



1. Upon acceptance of the foregoing Application by Conklin Company, Inc. ("CONKLIN"), the undersigned "Independent Business Owner" ("IBO") shall become an IBO for CONKLIN and shall be authorized to purchase, promote and sell CONKLIN products while this Agreement is in effect. IBO understands and agrees that the principal purpose of being an IBO for CONKLIN is the promotion of the Conklin business through the sale of CONKLIN products and agrees to utilize IBO's best efforts to do so in accordance with the terms of this Agreement.
2. IBO understands that this Agreement in no way establishes an employer-employee relationship or agency-representative relationship between CONKLIN and the IBO. CONKLIN will in no way be obligated by any agreement, representation or warranty (except warranties specifically authorized by CONKLIN in writing) made by the IBO, nor shall CONKLIN be obligated for any damage to any person or property arising out of the operation of IBO's business. IBO agrees to indemnify and hold harmless CONKLIN against any damages (including reasonable attorney's fees) sustained by CONKLIN as a result of any breach or default by IBO of any provision of this Agreement.
3. CONKLIN agrees that it will utilize its best efforts to supply CONKLIN products to the IBO upon receipt of payment. CONKLIN shall have the right to change the prices for its products at any time by giving notice to IBO, and any such change shall be effective on the date specified.
4. IBO understands that only one Application per household is allowed. This Agreement is established in the Applicant's name only unless the Applicant's spouse has completed the spouse section of the Application and signed as Co-Applicant.
5. This Agreement incorporates and is subject to all of the terms set forth in the Reference Guide for Independent Business Owners (hereafter known as "Guide"). CONKLIN reserves the right to amend, modify add to or delete any provision or term of Guide at any time upon notice to IBOs, and such change shall become incorporated into this Agreement. The Applicant acknowledges that he or she has reviewed or been given an opportunity to review the Guide, understands the same and agrees to abide by the terms and conditions set forth therein. A copy of the Guide can be obtained from Applicant's Sponsor or at www.conklin.com.
6. All IBOs are subject to the most current Conklin IBO Agreement Terms and Conditions, irrespective of their original agreement date or the terms and conditions of that agreement.
7. Any Preferred IBO account created by this Agreement will be activated upon:
 - a. receipt, payment and acceptance of this Application form
 - b. receipt of initial product order of \$50+ and payment for order, when submitted within 30 days from acceptance of this application, and
 - c. If no such initial product order or payment is received, the Preferred IBO account will be considered inactive.
8. Any Wholesale IBO account created by this Agreement will be activated upon receipt, payment and acceptance of this Application form.
9. This Agreement shall be valid from the date of acceptance hereof by CONKLIN until Agreement is cancelled or terminated, subject to the right of CONKLIN to cancel or terminate this Agreement as provided in the Guide:
 - a. IBO may cancel this Agreement at any time upon written notice to CONKLIN.
 - b. CONKLIN may terminate the Agreement and IBO's status as a CONKLIN IBO, at its sole discretion, without cause, by giving 30 days written notice to IBO.
 - c. CONKLIN may terminate this Agreement and IBO's status at any time for violation of terms and conditions of the agreement or failing to comply with Conklin's policies and procedures.
 - d. Upon the expiration or termination of this Agreement in accordance with the provisions hereof, all rights and obligations of IBO and CONKLIN hereunder shall cease and terminate, except the rights and obligations provided herein to survive expiration or termination of the Agreement, which rights and obligations shall survive any expiration or termination of the Agreement and shall continue to be binding upon the parties in accordance with their terms.
10. IBO acknowledges and agrees that all information concerning CONKLIN IBOs (hereinafter known as "Confidential Information") is of great value to CONKLIN. IBO agrees not to disclose any Confidential Information to any person except as expressly authorized by CONKLIN in writing and shall not use Confidential Information for any purpose other than the performance of IBO's functions and duties as a CONKLIN IBO.
11. IBO further agrees that, during the life of this Agreement and for a period of 18 months from and after cancellation or termination hereof, he or she shall not, directly or indirectly, solicit, recommend, suggest or induce any CONKLIN Customer or IBO to become a Customer of or representative for any person or entity other than CONKLIN engaged in the business of marketing or selling product(s) or service(s) by means of any direct sales or network marketing.
12. The Agreement, which incorporates the Guide, shall be governed by and construed in accordance with the laws of the State of Minnesota. Any and all disputes arising out of or relating to this Agreement and the Guide shall be resolved and determined by arbitration in accordance with the then existing rules and regulations of the American Arbitration Association, except where state law provides otherwise. The exclusive location for such arbitration shall be Minneapolis, Minnesota. The decisions of the arbitrator(s) shall be final and binding to the parties hereto.
13. IBO, by signing the IBO Application and Agreement, verifies that the information provided by them is correct, that he or she understands the Guide, which is incorporated herein and accepts these documents. This Agreement constitutes the entire Agreement among the parties.