



SHELF RELIANCE®

810 North 2800 West Lindon, Utah 84042
parties@shelfreliance.com
1-866-380-4301 fax: 801-642-0906

Consultant Application

New Applicant Change of information only Date

Application for Independent Consultant

Last Name _____ First Name _____ Middle _____

Company Name _____ Social Security # or Fed ID# _____

Mailing Address _____

City _____ State _____ Zip Code _____ Inside City Limits? yes no

E-mail _____ Daytime Phone (____) _____

Home Phone (____) _____ Fax (____) _____

Additional Information (Optional)

Date of Birth | | Gender: Male Female

Co-Applicant Information

Last Name _____ First Name _____ Middle _____

Social Security # _____

Enroller Information

Enroller's Name _____ ID# _____

E-mail _____ Phone (____) _____

As the enroller, I understand that the company advises that I assist the applicant in becoming a successful independent consultant through training in product information, sales techniques, business-building techniques, company procedures and policies for our mutual success.

Enroller Signature _____ Date _____

Consultant Starter Kits (please select one, see price list for contents)

Ship In-Store Pickup

- Starter Kit \$199.00**
Choose 2 entrees
(2 of each will be sent to you - 1 to sample and 1 for parties)
 - Cornbread Pack
 - Ham Fried Rice Pack
 - Chicken Salad Sandwich Pack
 - Granola Pack
- Value Starter Kit \$289.00**
More THRIVE variety in pantry-size cans
- Deluxe Starter Kit \$579.00**
All the same content as the Value Kit plus a Harvest 72" shelf and a 2-person survival kit.

Q™ Order

| Gender | Age | Gender | Age | Plan Details | |
|--------|-----|--------|-----|----------------|--|
| M F | | M F | | Plan Duration | |
| M F | | M F | | Monthly Budget | |
| M F | | M F | | Shipment Date | |
| M F | | M F | | Temp Password | |

(at least 6 digits alphanumeric)

Q™ Club Membership Level (check one)

Bronze (free) Silver (\$19.99) Gold (\$49.99) Platinum (\$79.99)

Shipping and Billing Information

Name as appears on card _____

Credit Card # _____ Exp. Date _____

Shipping Address _____

City _____ State _____ Zip Code _____

Billing Address _____
(if different from shipping address)

City _____ State _____ Zip Code _____

Card Type VISA MasterCard AMERICAN EXPRESS DISCOVER Cash Check CWV Code _____

W-9 Request for Taxpayer Identification Number and Certification

Name (Last/First/MI) _____ Individual/Sole Proprietor Corporation

Business Name (if different from Name) _____ Partnership Exempt from back-up withholding

Street Address _____ Other _____

City _____ State _____ Zip Code _____

Part I

Enter your TIN on the appropriate line. For individuals, this is your social security number. However, for a resident alien, sole proprietor or disregarded entity, see Part I Instructions. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN in the enclosed instructions. **Note:** If the account is in more than one name, see the chart in the enclosed instructions for guidelines on whose number to enter.

Social Security Number _____ or Employer Identification Number _____

Purpose of Form. A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt or contributions you made to an IRA.

Part II

Under penalties of perjury, I can certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am a U.S. person (including a U.S. resident alien)
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions)

By my signature below, I acknowledge I am at least 18 years of age and I agree to be bound by the terms on the back of this form as well as the Shelf Reliance Policies and Procedures which I have read.

Applicant Signature _____ Date _____

Co-Applicant Signature _____ Date _____

INDEPENDENT CONSULTANT APPLICATION AND AGREEMENT

This Independent Consultant Agreement ("Agreement") is made between Shelf Reliance LLC, a Utah limited liability company having its principal place of business at 810 N. 2800 W., Lindon, UT 84042 ("Company" or "Shelf Reliance"), and Independent Consultant ("Consultant"). The Company and the Consultant may be also referred to herein individually as a "Party," or collectively as the "Parties." The Parties, hereby agree as follows:

Terms of the Agreement

1. Qualification as Independent Consultant. Consultant certifies that the individual Consultant is at least eighteen (18) years of age. Consultant understands and agrees to also be bound by the Shelf Reliance Policies and Procedures ("Policies") available online at: www.shelfreliance.com, which Policies, which may be amended from time to time by the Company (see Section 5 below for further details), are fully incorporated herein by this reference. Consultant certifies that it is not an agent, employee, or franchisee of the Company. Consultant agrees not to operate more than one Shelf Reliance consultant position at one time. Consultant certifies that the U.S. social security number (and/or applicable tax ID number) and permanent U.S. address which has been provided by Consultant in connection with the Consultant's application process and with this Agreement are true, accurate and complete.
 2. Independent Status and Taxes. With regards to Consultant's relationship with the Company, Consultant certifies it is, and shall remain, an independent contractor with control over the scope, methods, and manner of Consultant's activities pursuant to this Agreement. Consultant agrees that it shall be treated as an independent contractor with regard to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, Federal Insurance Contribution Act, Worker's Compensation, and any state unemployment act or any other federal, state, or local ordinance, rule, or regulation. Consultant agrees to bear full responsibility for the payment of all applicable federal, state, and local income, sales, use, unemployment, workers' compensation, social security, and other taxes, premiums, license requirements, and fees attributable to Consultant's sales activities and earnings. In those jurisdictions where the Company is so licensed, Consultant hereby authorizes the Company, on Consultant's behalf, to collect and remit to the applicable governmental agencies the proper sales/use taxes assessed as a result of Consultant's purchases and resale of products of the Company ("Products"). Consultant agrees that it has no right, power, or authority to incur any debt, obligations, or liability on behalf of the Company, to employ others on behalf of the Company, or to bind the Company to any agreement of any kind whatsoever without the express written approval of the Company. Consultant agrees that it shall not in any way, at any time, or under any circumstances be, hold itself out to be, or be construed to be, an employee, partner, agent, or joint venturer of the Company. Consultant certifies that the social security (and/or tax identification) number(s) provided by Consultant in connection with this Agreement and its Consultant application process is Consultant's own number and is true, accurate and correct in all material respects.
 3. Responsibilities as an Independent Consultant. Subject to acceptance of this Agreement by the Company, Consultant agrees to purchase the Company's Products on a [direct-sales (i.e., sales to an end user/consumer) basis] only and to perform its role as a Consultant according to the terms of this Agreement and the Policies, as amended. Consultant agrees that it shall provide any new Shelf Reliance consultant that Consultant recruits into Consultant's team ("Consultant Sponsor"), leadership training, guidance and oversight as explained in the Policies. Consultant agrees to operate its Shelf Reliance business in full compliance with all federal, state, and local laws and regulations. In Consultant's activities as a Consultant, Consultant agrees to exercise reasonable care and good judgment in the promotion of Shelf Reliance's name and Products in a manner favorable to both Consultant and the Company. Consultant agrees to not engage in any activity that would damage the copyrights, trademarks, patents, trade secrets, or reputation of the Company. Consultant shall conduct its Shelf Reliance business and its dealings with its customers, its potential new Consultant Sponsors, its fellow Shelf Reliance consultants, and the Company in an ethical fashion and will abide by the spirit and intent of this Agreement, the Policies, and any amendments thereto. Consultant further agrees to conduct Consultant's Product sales and activities in a fair and ethical manner, including but not limited to: (a) being subject to deadlines, monthly minimum sales requirements, personal purchases, and cutoff periods; (b) submitting orders under Consultant's name only if Consultant has obtained such orders directly from customers; (c) orally notifying customers of their right of rescission at the time of the sale, as well as providing the right to cancel forms to the customer; (d) submitting new Consultant Sponsors under Consultant's name only if Consultant has obtained such Consultant Sponsors directly; (e) informing hosts, customers, and potential new Consultant Sponsors of any current Company-sponsored specials, incentives, and/or rewards designed for their benefit so as to not deliberately overcharge or deny hosts, customers, or potential new Consultant Sponsors of any special pricing or benefits to which they may be entitled; (f) submitting customers' orders in a timely manner (in seven (7) days or fewer after receiving money from any customer); (g) delivering customers' orders, if any are shipped to me, in a timely manner (no more than seven days after receiving the shipment).
 4. Representation. Consultant agrees not to make any false, misleading, or illegal claims or representations of actual or potential income or guaranteed profits, in recruiting, or attempting to recruit, any other Consultant Sponsors except to the extent that such representation constitutes or includes fair, reasonable, and timely disclosure of information within Consultant's knowledge relating to (a) compensation actually received by me, or (b) compensation likely to be received by a typical participant in Shelf Reliance's compensation plan ("Compensation Plan"), having regard to any relevant considerations including (i) the nature of the Product, including its price and availability, (ii) the nature of the relevant market for the Product and (iii) the nature of the Compensation Plan. Consultant certifies that no claims or representations of income of any kind have been made to me by the Company. Furthermore, Consultant agrees that income it may receive is attributable to the sale of Products, that no income or fees are derived from the mere act of recruiting another potential Consultant Sponsor. In addition, Consultant agrees that, other than the price paid to the Company for Consultant's consultant starter kit ("Starter Kit"), Consultant has not paid, nor will it pay, any application fees or other money to the Company or anyone else to become a Consultant. Consultant agrees that it does not have the right to speak for or on behalf of the Company, or represent itself as the Company, or an agent thereof. Any violation of this Section 4 by Consultant shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement under Section 13.
 5. Policies and Procedures. Consultant agrees to strictly adhere to the Policies as they may be amended from time to time by the Company. Any amendments to the Policies may be found on the Company's website (www.shelfreliance.com) and will be effective immediately upon notice to Consultant. For purposes of this Section 5, notice shall be deemed to be given to Consultant upon the first to occur of the following: (i) posting notice of amendments to the Policies on the Company's website or (ii) delivery of notice of amendment to the Policies to Consultant in accordance with Section 21 below. After receiving notice of any amendments to the Policies, Consultant's continued marketing or selling of Products or placing any product orders will constitute its binding acceptance of any amendments to the Policies.
 6. Non-Circumvention. Unless otherwise expressly provided for in this Agreement, Consultant and all its affiliated companies, agents, employees, successors in interest, sales representatives or assigns, will not, during this Agreement's Term, or any Restricted Period as defined herein, circumvent the Company by contacting, dealing with and/or entering into any agreement with any individual, group or entity for the purpose of avoiding the covenants, terms and obligations of this Agreement whether express or implied. Any violation of this Section 6 by Consultant shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement under Section 13.
 7. Injunctive Relief. A breach of this Agreement will cause irreparable and continuing damage to the Company for which money damages are insufficient, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages, if appropriate).
 8. Payments. During the term of this Agreement, Consultant will have the opportunity to receive income under the terms of the Consultant Compensation Plan, as more fully defined in the Policies. Consultant understands and agrees that the Company reserves the right to amend the Consultant Compensation Plan [from time to time, in the Company's sole discretion] and that the Company will not be liable for damages incurred or loss of income from these changes.
 9. Territory. Consultant agrees there are no geographical or territorial restrictions imposed upon me by the Company, other than restricting sales and recruiting to the designated selling territory. This territory is currently limited to the 50 states of the United States of America, the District of Columbia, and the United States Territories ("Territory"). Consultant agrees not to sell, solicit, place orders, deliver orders, recruit, or conduct any activities relating to Consultant's position outside of the Territory. Consultant agrees that it is only permitted to sell outside Territory as allowed under the International and Military Activities provision in the Policies. Consultant agrees that relocating outside of the Territory may jeopardize Consultant's status and position, as determined in the sole discretion of the Company.
 10. Consultant Sponsors in the Same Residence; Waiting Period. Consultant agrees that Consultant's legal spouse or other potential Consultant Sponsors living in Consultant's residence can only be in Consultant's downtime, not any other Shelf Reliance consultant's downtime. Upon termination or resignation of Consultant's position with Shelf Reliance, neither Consultant's spouse nor Consultant will be allowed to sign up as a member of another Shelf Reliance consultant's downtime, regardless of status, until a six (6) month waiting period has passed from the date of such termination.
 11. Assignment. Consultant agrees that it may not assign any right nor delegate any duty arising under this Agreement without the prior written consent of the Company. Any unauthorized assignment or delegation shall be null and void.
 12. Term. The term of this Agreement shall be one (1) year from the date Consultant receives notice from the Company that Consultant's application has been accepted ("Term"). The Agreement shall renew annually thereafter so long as: (a) Consultant is in full compliance with its obligations and duties under this Agreement; (b) this Agreement has not been terminated as provided for in Section 13; and (c) Consultant has not informed the Company and the Company has not informed Consultant of an intent not to renew this Agreement at least thirty (30) days prior to the renewal date.
 13. Termination. Either Party may terminate this Agreement at any time without cause, by giving the other Party thirty (30) days' advance written notice of such termination. Company may immediately terminate this Agreement and all Consultant's rights hereunder, upon written notice to me for a material breach or failure to comply with any material provision in this Agreement, including without limitation, the Policies, as amended. Upon termination, or upon a failure to renew this Agreement, all rights to receive payments, promotions, prizes, incentives, bonuses, and other advantages previously earned or available to me as a Consultant shall terminate. Shelf Reliance will use commercially reasonable efforts to issue commissions earned while active as a Consultant within thirty (30) days from the date the termination becomes effective.
 14. Insurance; Assumption of Risk; Indemnification. Consultant agrees that Consultant shall keep in force all liability, business, and vehicle insurance in such terms and amounts as are required by applicable law or is reasonable as prudent business practice. Consultant agrees that while traveling to or from Home Parties, Product related meetings, events, workshops, conventions or other such gatherings, Consultant is doing so as a part of its own independent business and not in any manner as an employee, agent, or functionary of the Company, notwithstanding the fact that Consultant's attendance may be based in whole or in part by invitation from, or agreement with, the Company to attend. Consultant hereby agrees to assume all risk and responsibility associated with its Shelf Reliance business, including, without limitation, risk associated the abovementioned travel. Consultant further agrees to indemnify and hold the Company harmless from and against any and all liability, loss, costs (including legal fees and related costs), claims, or causes of action based upon or arising out of damage or injury to persons or property caused or sustained in connection with the performance of this Agreement, or based upon any violation (or alleged violation) of any statute, ordinance, building code, or regulation, and the defense (including legal fees and related costs) of any such claims or actions. Consultant further agrees to indemnify and hold the Company harmless from and against any and all liability, loss, costs (including legal fees and related costs), claims, or causes of action in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required including, but not limited to, unemployment insurance, social security, sales tax, income tax, or workman's compensation laws with respect to Consultant's performance under this Agreement. If Consultant files a claim or a counterclaim against Shelf Reliance, Consultant agrees to do so on an individual basis and not with any other Consultant or as part of a class action.
 15. Non-Competition.
 1. In consideration for being accepted as a Consultant, Consultant hereby covenants and agrees that during the Term, and for a period of twelve (12) months after the termination of this Agreement ("Restricted Period"), Consultant shall not, directly or indirectly, sell (either as an owner, employee, independent contractor, consultant, or in any other manner) any food storage items or related shelving products which are not Shelf Reliance Products, or lend Consultant's name to any person, company or entity engaged in any such activity. The Parties agree that during the Restricted Period any such act, or steps in furtherance of such acts by Consultant, would cause harm to the Company's business and would be contrary to the intent of this Agreement and Consultant's rights and duties as an authorized Consultant for Shelf Reliance Products.
 2. The Company intends to restrict Consultant under this Agreement only to the extent necessary for the protection of the Company's legitimate business interests. Consultant agrees that the scope, duration, and geographic provisions are reasonable. In the event a court of competent jurisdiction determines that any provision of this Agreement is too restrictive, such provision(s) shall nevertheless be valid and enforceable to the fullest extent permitted by such court, and such provision(s) shall be reformed to the maximum scope, time, or geographic limitations determined appropriate by such court.
 16. Attorneys' Fees. In the event either Party commences any legal proceedings or other legal action to enforce any term of this Agreement, the prevailing Party in such proceeding will be entitled, in addition to any other rights and remedies it may have, to recover its costs and reasonable attorney fees incurred in such proceeding from the other Party.
 17. Entire Agreement. This Agreement, the Policies, and any amendments thereto constitute the full agreement between the Parties and supersede all prior written and oral agreements and discussions between the Parties.
 18. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Agreement.
 19. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah, without reference to any of the choice of law provisions thereof and as though the entire Agreement were performed in that state by residents of that state. Each Party hereby irrevocably submits to the exclusive, personal jurisdiction of the state and federal courts located in Utah with respect to any claim or dispute arising out of this Agreement and waives any objection to jurisdiction and venue in such courts. **THE PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR PROCEEDINGS BROUGHT WITH RESPECT TO ANY PROVISION OF THIS AGREEMENT.**
 20. Headings. The captions of this Agreement are for the convenience of reference only and shall not be considered in determining the legal effect of any provision of this Agreement.
 21. Waivers. Any waiver by the Company of any breach of this Agreement must be in writing and signed by an authorized officer of the Company. Waiver by the Company of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
 22. Notices. Except as otherwise specifically provided in this Agreement, all notices, reports and other communications hereunder shall be sent by registered airmail, postage prepaid and return receipt requested, by facsimile or electronic mail, with a confirmation copy sent by registered airmail, addressed as follows:
To Shelf Reliance:
Attn: Vice President of Direct Sales
810 North 2800 West Lindon, UT, 84042
Tel: 801-642-0906
E-mail: parties@shelfreliance.com
To Consultant: TO THE ADDRESS PROVIDED ON THE CONSULTANT APPLICATION FORM.
All notices, reports and other communications sent in accordance with this provision shall be deemed received: (i) if sent by registered airmail, seven (7) days after the date of mailing; and (ii) if sent by facsimile or electronic mail, twenty-four (24) hours after the date and time of transmission upon acknowledgement of receipt.
23. Remedies. All powers, rights, and remedies given to the Company under this Agreement are cumulative, not exclusive, and are in addition to any other rights and remedies provided by applicable law.
24. Company's Acknowledgement. Subject to the Company's approval of Consultant's application, Consultant agrees that Consultant shall be bound by this Agreement upon the signing hereof by Consultant (whether electronic or otherwise). The Company reserves the right to reject Consultant's application, in Company's sole discretion, any time prior to shipment of Consultant's Independent Consultant Starter Kit.
25. Consultant's Acknowledgement. Consultant has read this Agreement in its entirety, and by electronically signing this Agreement, Consultant agrees to be bound by the terms of this Agreement as well as the Policies, as amended.

[CONSULTANT AGREES TO THE TERMS OF THIS AGREEMENT BY SIGNING THE CONSULTANT APPLICATION FORM.]