

**ENTITY AGREEMENT FOR INDEPENDENT BUSINESS OWNERS (IBOs) –
Corporations, LLCs and Partnerships**

An Amway Independent Business Owner (“IBO”) who elects to operate his or her Amway Independent Business (“IB”) through a corporation, limited liability company (LLC), formal partnership, limited partnership or limited liability partnership (LLP) (“Entity”) pursuant to Rule 3.3 of the Rules of Conduct must complete this Entity Agreement for Independent Business Owners (IBOs) – Corporations, LLCs and Partnerships (the “Entity Agreement”) and submit it to Amway. Every officer, director, manager, shareholder, member or partner of the Entity must sign this Entity Agreement, and must remain an IBO in full compliance with the Rules of Conduct. See Rule 3.3. A person under the age of 16 who has an interest in the Entity is exempt from this requirement. This Entity Agreement shall be formed, if and when Amway, in its sole discretion, signs the completed form. This Entity Agreement incorporates by reference the IBO Contract.

In consideration for Amway’s agreement to allow the undersigned IBO(s) to operate the IB identified in this Entity Agreement through an Entity, the undersigned IBO(s) agree as follows.

1. The IBO(s) wishing to operate the IB through the Entity are:

NAME(S): _____
IBO NUMBER: _____

2. The following information about the Entity is true and complete.

A. Name of Entity: _____

B. Type of Entity:
_____ Corporation _____ Limited Partnership
_____ Limited Liability Company _____ Limited Liability Partnership
_____ Partnership

C. State or other jurisdiction where Entity is organized or incorporated:

D. Date when Entity was organized or incorporated: _____

E. Address of Entity’s principal place of business:

F. Name and address of Entity’s authorized resident agent (if applicable):

G. True and complete copies of the Articles of Incorporation, Articles of Organization, Operating Agreement, or Partnership Agreement establishing the Entity, as well as proof of tax or federal identification number are attached to this

Entity Agreement. Notwithstanding anything to the contrary in any applicable Articles of Incorporation, Articles of Organization, Shareholder Agreement, Operating Agreement, or Partnership Agreement, the terms of this Entity Agreement shall control.

3. The following is a true and complete list of every officer, director, manager, shareholder, member or partner of the Entity.

Name	Address	Actively participates in the business operations (Yes/No)	Percent of ownership (must total 100%)	Title in Entity	Under 16

(Use separate page if necessary)

4. Entity designates the following person listed in paragraph 3 above as the IBO who is primarily responsible for managing the Entity and will be the primary contact with Amway.

5. Entity and all of the officers, directors, managers, shareholders, members and partners listed in and signing this Entity Agreement agree that:

- A. The sole purpose of Entity is to own and operate the IB identified in paragraph 1, unless Amway expressly allows the Entity to own and operate more than one IB. Entity will neither own nor operate any other businesses or business interest(s).
- B. Entity must annually renew the IBO Contract in the manner provided for in the Amway Rules of Conduct.
- C. Entity shall at all times maintain good standing under the laws of the jurisdiction in which it is organized and operating.
- D. Any proposed changes in the ownership or control of Entity must be submitted to Amway for its approval.

- E. When any person under the age of 16 who has an interest in the Entity reaches the age of 16, they will register as an IBO and the Entity will submit a new Entity Agreement indicating that person's role, if any, in the Entity for Amway's approval.
 - F. Any claim or dispute arising from or relating to this Entity Agreement, the IBO Contract or the Amway business shall be resolved under the Dispute Resolution procedures in Rule 11 of the Amway IBO Rules of Conduct.
6. The undersigned acknowledge and agree that this Entity Agreement shall automatically terminate without further action or notice by Amway in the event that:
- A. Any statements or representations made in this Entity Agreement are false or misleading; or
 - B. Any proceeding is commenced by or against Entity under any bankruptcy, reorganization arrangement, readjustment of debt or moratorium law or statute; or
 - C. Entity ceases to be in good standing under the laws of the jurisdiction in which it is organized and operating.

The undersigned parties agree that if one or more provisions of this Entity Agreement is/are for any reason held to be invalid, illegal or unenforceable, then that provision shall not affect the remaining provisions, which shall continue in full force and effect.

AUTHORIZED SIGNATURE:

_____ By: _____
 (Entity Name)

Date: _____ Its: _____
 (Title/Office)

We, the undersigned, comprising the entire ownership and management of the above-named Entity, certify that the information set forth in this Entity Agreement is true and correct, and we individually and collectively agree to abide by and perform the terms, conditions and promises set forth herein and in the IBO Contract and do hereby guarantee performance by the Entity of all of said terms, conditions and promises.

ACCEPTED BY AMWAY:

Date: _____

By: _____

Its: _____
(Title/Office)