



# INDEPENDENT DISTRIBUTOR APPLICATION

Fax or email this form to FTR Global Email: [reactionftrglobal@gmail.com](mailto:reactionftrglobal@gmail.com) or Fax: 704-658-0639

## FTR GLOBAL DISTRIBUTOR AGREEMENT TERMS & CONDITIONS

1. Authorization & Contract - By executing the FTR Global Distributor Agreement ("Agreement"), you apply for legal authorization to become a FTR Global business owner & enter into contract with FTR Global, LLC ("FTR Global"). You acknowledge that prior to signing you have received, read & understood the FTR Global Income Disclosure Statement & the FTR Global Policies & Procedures, which are incorporated into this Agreement & made part of it as if restated in full, as posted on [feelthereactionglobal.com/rep](http://feelthereactionglobal.com/rep), & that you have read & agree to all terms set forth in this Agreement. FTR Global reserves the right to reject any application for any reason within 30 days of receipt.

2. Expiration, Renewal, Termination & Cancellation - The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies & Procedures). If you fail to annually renew your FTR Global business, at the cost of \$24.99, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Distributor. You shall not be eligible to sell FTR Global services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization & to any bonuses, commissions or other remuneration derived through the sales & other activities of your former downline organization. FTR Global reserves the right to terminate all Distributor Agreements upon 30 days notice if the Company elects to: (1) cease business operations;

(2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. Distributor may cancel this Agreement at any time, & for any reason, upon written notice to FTR Global at its principal business address. FTR Global may cancel this Agreement for any reason upon 30 days advance written notice to Distributor. FTR Global may also take actions short of termination of the Agreement, if the FTR Global Distributor breaches any of its provisions. In order to remain active a Distributor must place a commissionable order within every 6-month timeframe. Distributors that have not placed a commissionable order within a 6-month timeframe will face cancellation of their account.

3. Independent Contractor Status - You agree this authorization does not make you an employee, agent, or legal representative of FTR Global or your Sponsoring Distributor. As a self-employed independent contractor, you will be operating your own independent business, buying & selling services available through FTR Global on your own account. You have complete freedom in determining the number of hours that you will devote to your business, & you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. It is your sole responsibility to account for such income on your individual income tax returns.

4. Presenting the Plan - You agree when presenting the FTR Global Compensation Plan to present it in its entirety as outlined in official FTR Global materials, emphasizing that product sales to third-party customers are vital towards receiving compensation. In presenting the plan, it's important to make clear that the products are not being purchased for bonus qualifications. Rather, products are purchased for sampling, selling and demonstration purposes, as well as personal consumption. You agree to abide by the 70% rule regarding the purchase of products. You do not receive any compensation for recruiting other Distributors and only compensated from sales of FTR Global products and services.

5. FTR Global Proprietary Information & Trade Secrets - You recognize & agree that, as further set forth in the Policies & Procedures, information compiled by or maintained by FTR Global, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the FTR Global business including, without limitation, Distributor lists, sponsorship trees, & all FTR Global Distributor information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique & proprietary trade secret of FTR Global, which it keeps as proprietary & confidential & treats as a trade secret. During the term of your contract with FTR Global, FTR Global grants you a personal, non-exclusive, non-transferable & revocable right to use trade secret, confidential, & proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing & service developments, & Distributor sales, earnings & other financial reports to facilitate your FTR Global business.

6. Non-Solicitation Agreement - In accordance with the Policies & Procedures, you agree that during the period while you are a Distributor, & at any time following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other FTR Global Distributor to enroll into any other MLM/ Direct Sales Company or to compete with the business of FTR Global for a period of two years.

7. Honoring Contracts- FTR Global honors other company's contracts and agreements and expects its Distributors to operate with the same level of integrity. You recognize and agree to operate your business with the same level of integrity and will respect and honor any legal or contractual obligations you may have with another company.

8. Defamation- During the period in which you are a Distributor or at any time following resignation, cancellation, or termination of your Distributor account, you will not engage in any defamatory behavior including, but not limited to making disparaging, demeaning, dishonest, or negative remarks about FTR Global, other FTR Global Distributors, FTR Global' services, the FTR Global Compensation Plan, or FTR Global' owners, board members, directors, officers, or employees. Such disparagement constitutes a material breach of this Agreement and the Policies and Procedures.

9. Images / Recordings / Consents - You agree to permit FTR Global to obtain photographs, videos, & other recorded media of you or your likeness. You acknowledge & agree to allow any such recorded media to be used by FTR Global for any lawful purpose, & without compensation.

10. Modification of Terms - With the exception of the dispute resolution section in Policies & Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Rule 1 in the Policies & Procedures.

11. Jurisdiction & Governing Law - The formation, construction, interpretation, & enforceability of your contract with FTR Global as Enrollment Packs forth in this Distributor Agreement & any incorporated documents shall be governed by & interpreted in all respects under the laws of the State of North Carolina without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against FTR Global, LLC with jurisdiction & venue as provided by Louisiana law. FTR Global is not responsible for sales in states where Hemp derived products are currently not allowed.

12. Dispute Resolution - All disputes & claims relating to FTR Global, its services, the rights & obligations of an Distributor & FTR Global, or any other claims or causes of action relating to the performance of either an Distributor or FTR Global under the Agreement or the FTR Global Policies & Procedures shall be settled totally & finally by arbitration as enumerated in the Policies & Procedures in Mecklenburg County, North Carolina or such other location as FTR Global prescribed, in accordance with the Federal Arbitration Act & 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. Additionally, you agree not to initiate or participate in any class action proceeding against FTR Global, whether in a judicial or mediation or arbitration proceeding, & you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent FTR Global from applying to & obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard & protect its 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.

13. Miscellaneous - 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, & the balance of the Agreement will remain in full force & effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you & FTR Global & supersedes any prior agreements, understandings & obligations between you & FTR Global concerning the subject matter of your contract with FTR Global.

14. Montana Residents - A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment.

15. Notice of Right to Cancel - You may request a refund on your enrollment fee if it's done anytime prior to midnight of the THIRD BUSINESS DAY after the date of this transaction (subject to various state requirements for cancellation). If you cancel, any enrollment fees paid will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice. To cancel this transaction, mail or deliver written notice, to FTR Global, 631 Brawley School Road Suite 300 - 162, Mooresville, NC 28117 not later than midnight of the seventh (7) business day following the date of this Agreement.

16. Refund/Return Policy - FTR Global, LLC strives to ensure that every purchase is to your satisfaction, but in the unlikely event that it is not, FTR Global offers the following refund policy. CUSTOMERS - FTR Global, LLC strives to ensure that every purchase is to your satisfaction, but in the unlikely event that it is not, FTR Global will award a full refund of your purchase upon request made to the company in writing within 30 days and items are returned with approved RMA and in resalable condition to FTR Global, LLC. Sales of Edible Products are final and non-refundable due to the delicate handmade nature and high melting probability of the products. Other qualified and eligible products shall receive a full refund less a 20% restocking fee minus all shipping and handling charges associated with your order. In order to facilitate the return process, the Customer must obtain a Return Merchandise Authorization (RMA) number by contacting FTR Global. This number must be written on the outside of the shipping box. If a package is returned without an RMA Number, the package will be refused and returned and no refund will be issued. Products must be received by FTR Global within seven (7) business days after the issuance of the RMA or no refund will be issued, and the option of refunding will be forfeited. If the product was purchased directly from an Independent Distributor, please contact them for a refund. You will need to return the product and original invoice to the Distributor, who will refund the product purchase price. Distributors are required to provide a refund to any Customer that has purchased product directly from an Distributor's personal stock within the guidelines established by FTR Global.

17. DISTRIBUTOR - FTR Global will award a full refund of your purchase upon request made to the company in writing within 30 days and items are returned with approved RMA and in resalable condition to FTR Global, LLC. Note that sales of Edible Products are final and non-refundable due to the delicate handmade nature and high melting probability of the products. Other qualified and eligible products shall receive a full refund less a 20% restocking fee minus all shipping and handling charges associated with your order. In order to facilitate the return process, the Distributor must obtain a Return Merchandise Authorization (RMA) number by contacting FTR Global. This number must be written on the outside of the shipping box. If a package is returned without an RMA Number, the package will be refused and returned and no refund will be issued. Products must be received by FTR Global within seven (7) business days after the issuance of the RMA or no refund will be issued, and the option of refunding will be forfeited. FTR Global will award a full refund of enrollment packs, less a 20% restocking and other applicable fees, upon request made to the company in writing within 30 days and after the complete enrollment pack is returned with approved RMA and in resalable condition to FTR Global, LLC. Only complete enrollment packs with all products in resalable condition are eligible for refund. FTR Global will not refund partial enrollment packs (including customer orders). In addition, any bonuses and commissions attributable to the refunded products will be deducted from the Distributor who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered. Redemption of certificates or points for any related product and or services are final with no refund or credit issued. In addition, the bonuses and commissions attributable to the refunded service will be deducted from the Distributor who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered. In the case of FTR Global' inability to recover commissions from inactive Distributors, the other compensated upline Distributors may be subject to commission deductions. This is exclusively the right of FTR Global to determine. FTR Global Pro Back Office sales are nonrefundable.

18. DAMAGED PRODUCTS/SHIPMENTS - In the event of a damaged product or product in less than commercially reasonable condition, Customers or Distributors must contact FTR Global Support in writing or by phone within five business days of delivery of said products. After five business days, products will no longer qualify for replacement. Upon receipt of this notification, FTR Global will replace any damaged products at no cost to the FTR Global Distributor or Customer once photos of the damaged shipment are provided to FTR Global. FTR Global reserves the right to accept or refuse the validity of damaged product photos. Acceptable photos of damaged products must be submitted to FTR Global via support ticket or email to [reactionftrglobal@gmail.com](mailto:reactionftrglobal@gmail.com). If FTR Global does not receive acceptable photos of the damaged product within five business days replacement products will not be provided. Note that melted products from Edibles that are sealed within their containers do not constitute damaged products and will not be replaced. A video can be found in the FTR Global Distributor portal regarding the potential for melting. FTR Global reserves the right to require damaged products be returned to the company with an approved RMA number. Any damaged products returned to FTR Global without an RMA Number will be refused. The responsibility to act in the time frame listed above as a result of any unsatisfactory product resides 100% with the FTR Global Distributor or Customer.

19. Submission of Electronic W-9 - Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), & (2), 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, & (3) I am a U.S. Citizen or other U.S. person.

20. Pack Contents and Further Information - Pack contents may vary based on availability. Where applicable, FTR Global reserves the right to substitute product of equivalent value from the same product line.

21. Compensation benefits may be for a limited time and further qualifications apply. See the compensation plan booklet and return policy for more details. Earning potential is strictly based on individual effort. Income disclosure is posted at [www.feelthereactionglobal.com/income-disclosure/](http://www.feelthereactionglobal.com/income-disclosure/).

22. Product Delivery - I understand that in order to protect my product investment, all orders in excess of \$500.00 (including taxes, shipping and handling) require a signature for delivery. Distributors and Customers agree to make arrangements for a proper signature to be available within the delivery service time frame and hours of operation. Certain carriers require the signature be provided by an individual 18 years of age or higher. Any additional fees incurred due to the recipient not providing signatory access in the time required, or due to a delivery address change, will be the responsibility of the Customer or Distributor.

By checking this box, I hereby affirm that I have read and acknowledge the above terms and agree to abide by them.

### APPLICANT SIGNATURE

Applicant Signature

X

Date

Co-Applicant Signature

X