

NPO EIN number

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Please enclose a copy of the NPO's IRS section 501(c) determination letter and your NPO Sponsor Agreement with this Agreement. Market America will not accept this Agreement without both of these other documents.

Name of Nonprofit Organization

Mailing Address

Street Address

City

State

Zip Code

Primary Contact

Last Name

First Name

Business Phone

Fax

Mobile Phone

Email Address (Required)

Secondary Contact

Last Name

First Name

Business Phone

Fax

Mobile Phone

E-mail Address

SHOP.COM Site Name Preferences* (Your NPO SHOP.COM site address) **3 Name Preferences Are Required**

SHOP.COM Site Name 1: www.SHOP.COM/ _____

SHOP.COM Site Name 2: www.SHOP.COM/ _____

SHOP.COM Site Name 3: www.SHOP.COM/ _____

*Please enter three preferences for the SHOP.COM site name. The SHOP.COM site name will be chosen based on the availability and the order entered.

NPO Acknowledgment

I AGREE TO THE ABOVE INFORMATION. I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT AS EVIDENCED BY MY SIGNATURE BELOW.

Authorized Signature for Nonprofit (must be NPO's **primary contact** person listed above)

Date

FOR SPONSOR USE ONLY

Name of Sponsoring Distributor

Sponsor Distributor ID Number

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Placement of NPO

NAME

ID NUMBER

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BDC Ext. No.

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Check One

Left

Right

Sponsoring Distributor's Acknowledgment

I acknowledge that it is my responsibility to manage the relationships with the customers who purchase through the NPO's SHOP.COM site. Also, it is my responsibility to communicate with the NPO's contact person.

Sponsoring Distributor

NPO SHOP.COM SITE AGREEMENT

You hereby agree to become an Independent NPO ("NPO") and to allow Market America, Inc. ("Market America") to use your organization's name on an Internet shopping site ("SHOP.COM") developed, operated and maintained by Market America. You understand and agree that:

1. Qualification; Legal Capacity. You represent that you are a nonprofit entity which has already received a determination letter from the Internal Revenue Service (the "IRS") that you qualify as an organization exempt from federal income tax under Section 501(c) of the federal Internal Revenue Code (the "Federal Tax Code"). You must enclose documentation verifying your Section 501(c) status when you submit this Agreement. You are in good standing in the jurisdiction in which you were created, and in all jurisdictions in which you operate. Also, the person signing this Agreement on your behalf has the authority to do so.

2. Acceptance; Right to Receive Royalties. You shall become an NPO upon acceptance of this Agreement by Market America. Market America shall accept this Agreement unless it notifies you of rejection within 15 days of its receipt. You shall have the right to receive certain royalty payments for the use of the NPO's name on SHOP.COM as described in this Agreement, which may be amended from time to time.

3. Royalty Payment Plan. You certify that you have familiarized yourself with the details of Market America's Royalty Payment Plan ("RPP") prior to entering into this Agreement, and you acknowledge that the RPP is incorporated as part of this Agreement in its present form and as modified from time to time by Market America. You agree that Market America cannot make exceptions to the RPP.

4. Modification. Market America, at its discretion, may amend the RPP and terms of this Agreement. You or your Sponsor will be notified of any such amendments by written communication from Market America on or before the effective date. This notification may be by email or other electronic communication. Your continued participation in the NPO SHOP.COM Program constitutes acceptance of any such amendment.

5. Termination; Re-Enrollment. Either party may terminate this Agreement for any reason and at any time upon five (5) days written notice to the other party. However, Market America may terminate this Agreement with less than five (5) days written notice for serious violations of the terms of this Agreement. You will receive all royalties accrued under the RPP prior to termination, according to the schedule provided in the RPP, even if payment of such royalties will occur after termination. If you terminate this Agreement, Market America will not accept your re-enrollment in the NPO SHOP.COM Program for a period of one (1) year from the date of termination.

6. Independent Status. Upon acceptance of this Agreement by Market America, you will be an Independent NPO. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership or joint venture between you and Market America, or between you and your Sponsor. This Agreement does not constitute the sale of a franchise or a distributorship, and no fees have been or will be required from you for the right to receive royalties pursuant to this Agreement. The NPO has no obligation to perform services for Market America, to promote Market America's products, or to promote the use of SHOP.COM. As an Independent NPO, you must:

a. Abide by any federal, state, county and local laws, rules and regulations pertaining to this Agreement and/or SHOP.COM.

b. Make, execute or file any reports and obtain any licenses which may be required by law or public authority with respect to this Agreement and/or SHOP.COM, at your expense.

7. Trademarks; Advertising. You may not use any Market America trade names or trademarks except as authorized by Market America in writing. Prior written approval from Market America is required to advertise SHOP.COM or Market America products, or to use or produce any literature other than Market America-produced literature, relating to SHOP.COM, Market America, or its products.

8. Right to Setoff. If you are in default on payment for Market America products or services, Market America may setoff/deduct the balance due from any royalty payment owed to you. Default on payments due for purchases from Market America is grounds for termination of this Agreement.

9. Indemnification. You agree to defend, indemnify and hold harmless Market America, its owners, representatives, officers, employees, agents, and assigns from and against any and all liability, actions, claims, judgments, lawsuits, demands, costs and expenses (including attorney's fees) arising out of, resulting from or in any way connected to (a) the rights conveyed by you or (b) your efforts to promote or advertise your SHOP.COM under this Agreement, whether occasioned by the actions or omissions to act of you or your representatives, contractors, agents, employees or invitees. You will provide the defense of any and all such actions, claims, lawsuits and/or demands, and will employ counsel satisfactory to Market America for that purpose.

10. Certain Tax Considerations. Market America and the NPO intend that the royalty payments made by Market America for the use of the NPO's name on SHOP.COM will be treated as non-taxable royalties pursuant to Section 512(b)(2) of the Federal Tax Code and related Treasury Regulations. There can be no assurance that the IRS will agree with such tax treatment. NPO agrees that it will consult with its own tax advisors with regard to the tax treatment of the royalty payments and is not relying on Market America for tax advice on this issue.

11. Non-Waiver. Any failure to enforce any right hereunder shall not constitute a waiver of any right granted herein or existing under North Carolina law.

12. Choice of Law. North Carolina law shall govern any dispute arising out of, or related to, this Agreement notwithstanding its choice of law provisions.

13. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall ultimately be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrators may be entered in a court of competent jurisdiction. You understand that this arbitration provision means you are giving up the right to have any dispute you have regarding this Agreement heard by a jury and determined in a court of law. The arbitration shall be heard by one arbitrator, and it shall take place in Greensboro, North Carolina. Either party may seek emergency or provisional relief in the General Court of Justice, Guilford County, North Carolina, prior to invoking the arbitration remedy.

14. Entire Agreement. This Agreement constitutes the entire agreement between you and Market America. Market America has not made any additional promises, representations, guarantees or agreements to or with you. You agree that you shall not rely on any representation made by a Distributor, whether verbal or written, regarding the terms and conditions of this Agreement, as the basis for a claim of misrepresentation against Market America. No additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by an authorized officer of Market America.