

**ENTITY AGREEMENT FOR INDEPENDENT BUSINESS OWNERS (IBOs) - TRUSTS**

An Amway Independent Business Owner (“IBO”) who elects to operate his or her Amway Independent Business (“IB”) through a trust (the “Trust”) pursuant to Rule 3.3 of the Rules of Conduct must complete this Entity Agreement for Independent Business Owners (IBOs) – Trusts (the “Entity Agreement”) and submit it to Amway. Every Trustee of the Trust must sign this Entity Agreement, and must remain an IBO in full compliance with the Rules of Conduct. See Rule 3.3. 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 the Trust, the undersigned IBO(s) agree as follows.

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

NAME(S): \_\_\_\_\_

IBO NUMBER: \_\_\_\_\_

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

A. Name and Taxpayer Identification Number of Trust. (Please attach a copy of the Trust Document establishing the Trust and any amendments along with IRS Form W9):

\_\_\_\_\_

B. Date of Trust: \_\_\_\_\_

C. Governing law of Trust: \_\_\_\_\_

D. Name, address, phone number and IBO Number of Trustee(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. Names and addresses of current Beneficiaries of the Trust (and IBO Number, if a Beneficiary is an IBO): \_\_\_\_\_

\_\_\_\_\_

F. What percentage of the IB will the Trust own? \_\_\_\_\_

G. Name, address and phone number of any person other than the Trustee(s) responsible for or holding power to manage the IB:

\_\_\_\_\_

H. Type of Trust (revocable or irrevocable): \_\_\_\_\_

3. The Trust and all of the Trustees listed on and signing this Entity Agreement agree that:

- A. The sole purpose of the Trust is to own and operate the IB identified in paragraph 1, unless Amway expressly allows the Trust to own and operate more than one IB. The only assets of the Trust shall be the IB(s) and revenue derived from the operation of the IB(s). No other assets shall be owned in the Trust.
- B. The Trustee(s) must annually renew the IBO Contract in the manner provided for in the Amway Rules of Conduct.
- C. The Trust shall at all times be in existence.
- D. Any proposed changes in the Trustee(s) of the Trust must be submitted to Amway for its approval.
- E. The Trustee(s) shall maintain management control over the day to day functions of the Trust and be responsible for the same. Beneficiaries of the Trust shall have no authority to manage the IB(s).
- F. The Trustee(s) shall be an individual registered as an IBO, or a legal entity authorized to operate an IB under an Entity Agreement for Independent Business Owners (IBOs) – Corporations, LLCs and Partnerships. The Trustee(s) shall not be a corporate fiduciary (e.g. a bank trust department or a trust company).
- G. All Beneficiaries of the Trust must be natural persons who are or will be eligible to become IBOs. No Beneficiary can be a corporation, charitable organization, foundation or any similar entity. The trust instrument must not permit the Beneficiaries to assign any beneficial interest in the Trust.
- H. Any transfer or distribution of any part of the IB from the Trust to a Beneficiary must be submitted to Amway for approval.
- I. Any new Beneficiaries of the Trust must be submitted and approved in advance by Amway. If approved by Amway, a new Entity Agreement for Independent Business Owners (IBOs) – Trusts must be completed to reflect these changes.
- J. 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.

4. 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 the Trust or Trustee(s) under any bankruptcy, reorganization arrangement, readjustment of debt or moratorium law or statute; or

C. The Trust ceases to be in existence.

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: \_\_\_\_\_  
(Trust Name)

Date: \_\_\_\_\_ Its: Trustee

We, the undersigned, comprising all of the Trustees of the above-named Trust, 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 Trust of all of said terms, conditions and promises.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCEPTED BY AMWAY:**

By: \_\_\_\_\_

Its: \_\_\_\_\_  
(Title/Office)

Date: \_\_\_\_\_  
9409706v2