

Mail white copy to Melaleuca • Applicant keeps yellow copy • Enroller keeps pink copy • Enrollments 1-800-262-0600 • Phone Orders 1-800-282-3000 • Fax 1-888-528-2090

Complete this Agreement to apply to become an Independent Marketing Executive. If you do not wish to enroll as a Customer, you must also complete Sections 4a, 4b, and 4c of the Melaleuca Customer Membership Agreement and attach it to this Independent Marketing Executive Application and Agreement. (Please print. Incomplete information will delay or prevent Melaleuca's acceptance and processing of this Agreement.)

## 1. Independent Marketing Executive

Applicant's name as it should appear on Commission and Bonus Checks.

FIRST NAME	INITIAL	LAST NAME
<input type="text"/>	<input type="text"/>	<input type="text"/>
SPOUSE'S FIRST NAME (If spouse is also an applicant)	INITIAL	LAST NAME
<input type="text"/>	<input type="text"/>	<input type="text"/>

If two applicants are listed, check here if you are legally married to each other. Multiple applicants must be legally married.

APPLICANT'S OCCUPATION

ADDRESS (For mailing of commission & bonus checks & materials)

CITY	PROVINCE	POSTAL CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>

SOCIAL INSURANCE NUMBER

FAX

Assisted By

CUSTOMER NUMBER

Please indicate preferred phone number(s) for contacting you.

HOME

BUSINESS

MOBILE

BIRTHDATE

Month	Day	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

EMAIL

Language Preference:  English  French  Spanish  
 Chinese  Korean  Other: \_\_\_\_\_

If you are applying as a Corporation or a Tax Exempt Entity, you must complete a Melaleuca Corporate Entity Application & Agreement or a Melaleuca Tax Exempt Entity Application & Agreement, as applicable, and attach it as an addendum to this Agreement.

(Leave blank unless someone other than the Enroller has assisted in the enrollment of a new Customer and sale of the Value Pack or Career Pack.)

## 2. Tools for Success and Income

### Set your goal for level of participation

My goal is to participate at the following level:  1  2  3

The cost to enroll as a Marketing Executive is \$39.00\* (plus applicable sales tax). You'll receive a Melaleuca Business Kit or CD and other literature, including a subscription to Melaleuca's monthly publications, to familiarize you with and keep you up to date on Melaleuca's programs and products.

\*Includes the \$35.00 Customer membership fee if you are also enrolling as a Customer.

**My method of payment:** Please include appropriate sales tax and shipping & handling charges (If you need help calculating these charges, call 1-800-282-3000).

1. Charge my account as indicated on my Customer Membership Agreement:  Visa  MasterCard  Discover/NOVUS  Electronic Checking

2. I have attached a check in the amount of \$ \_\_\_\_\_

Within two months following the month of enrollment, you can purchase a Melaleuca Value Pack and save an incredible 30% off the regular Preferred Customer price on dozens of products! Marketing Executives may purchase a total of two Melaleuca Value Packs and two Nicole Miller Value or Career Packs.

### Send me the Value Pack—over \$120 CDN savings!

Start your "Melaleuca household"—and save money—with a wide variety of products from each of Melaleuca's product lines: nutritional, pharmaceutical, bath and body, dental care, and home care. \$259 CDN 100 PTS  For Women  For Men

### Send me my Melaleuca Business Kit!

Please choose one of the following:

- \$39.00 Melaleuca Business Kit.  
 I have already purchased Business Kit # \_\_\_\_\_ from my Enroller.

### Send me the Nicole Miller Career Pack—over \$100 CDN savings!

Your essential start to a successful business. You'll receive the complete Nicole Miller Skin Care line at a price far below the Preferred Customer price, plus all the tools you'll need to introduce the products to potential customers. \$429 CDN 140 PTS

### Send me the Nicole Miller Value Pack—over \$75 CDN savings!

Experience the products for yourself and discover the uniqueness of Nicole Miller Skin Care with this personalized pack. Pick and choose products to customize your skin-care routine at a specially discounted price. \$259 CDN 100 PTS

Yes, I am presently registered for Goods & Services Tax (GST). My GST number is

No, I am not presently registered for GST and I agree to inform Melaleuca when I am required to register for GST and provide my GST number as instruction to Melaleuca to pay GST on commissions and bonuses paid to me thereafter.

and I instruct Melaleuca to pay applicable GST on all bonuses paid to me.

By signing below, I agree to these terms.

By signing this form I apply to become a Melaleuca Independent Marketing Executive. I certify that I am at least 18 years of age and I acknowledge that I have carefully read and I agree to all the terms and conditions on the front and back of this Independent Marketing Executive Application and Agreement, the Melaleuca Compensation Plan, and the Melaleuca Statement of Policies. I understand that Melaleuca does not guarantee the success of my business or the income, if any, that I might earn. I understand that my success will depend on my own efforts, skills, and productivity. I understand that this document is an application to become a Melaleuca Independent Marketing Executive and that I am not a Melaleuca Independent Marketing Executive until:

- Melaleuca has received and accepted this Agreement,
- I have at least one Customer in my Marketing Organization, and
- I receive my first commission check.

I may cancel this Agreement for any reason at any time by giving written notice to Melaleuca bearing my original signature, printed name, address, and Customer Number. Written cancellations received by Melaleuca on or before the 25th of the month will be effective the month received, written cancellations received by Melaleuca after the 25th of the month will be effective the following month. In addition to the foregoing, I may cancel this agreement for any reason within three business days from the date hereof by giving written notice to Melaleuca bearing the date, my printed name, and my original signature. Cancellation notices must be mailed to: Melaleuca of Canada, Inc., 3910 S. Yellowstone Hwy., Idaho Falls, ID 83402-6003.

X

Applicant's Signature (this Melaleuca Agreement is not valid unless signed by the applicant)

Date

X

Spouse's Signature (if applicable)

Date

# Independent Marketing Executive Application and Agreement

## Terms and Condition

(please read carefully)

### Terms used but not defined herein shall have the meanings as described in Melaleuca's Definitions of Terms.

1. I am competent and of legal age to enter into binding contracts in the province in which I enter this Agreement with Melaleuca.

2. I understand that as a Marketing Executive, I am an independent contractor, and not an agent, employee, legal representative or franchisee of Melaleuca. I further understand and agree that I will not be treated as an employee for United States federal or state or Canadian federal or provincial tax purposes, nor for purposes of the United States Federal Unemployment Tax Act, the United States Federal Insurance Contributions Act, the United States Social Security Act, United States State Unemployment Acts, United States State Employment Security Acts, United States State Workers Compensation Acts, Canadian Federal or Provincial Pension Plan Contributions Acts or Requirements, Canadian Federal or Provincial Unemployment Insurance Acts or Requirements, Canadian Provincial Employment Standards Acts, Canadian Federal or Provincial Worker's Compensation Acts or Requirements, or Canadian Provincial Health Tax Acts or Requirements. I agree to pay all applicable United States federal and state and Canadian federal and provincial income taxes, self-employment taxes, sales taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement.

3. I understand that the acceptance of this Agreement by Melaleuca does not constitute the sale of a franchise or a business opportunity under state or federal law and that there are no exclusive territories granted to anyone. I also understand that I am not acquiring any interest in a security.

4. I understand that my success as a Marketing Executive is dependent upon my own efforts and skills. I do not anticipate receiving income as a result of the efforts of any individual or entity other than myself.

5. I understand that products representing at least 70% of my monthly Organization Product Points must be purchased by End Consumers each month. I will not purchase any product from Melaleuca solely for the purpose of qualifying for commissions or bonuses.

6. As a Marketing Executive, I will be entitled to purchase products or permit others to purchase products using my account number at the regular price. If I am enrolled as a Preferred Customer, I will be entitled to purchase products at the Preferred Customer price, but others who purchase products using my account number must still pay the regular price.

7. If I fail to pay for products or services on or before the due date, Melaleuca is authorized to withhold the appropriate amounts from my commission and bonus checks or withdraw the appropriate amounts from my credit card/electronic checking accounts, if any, which I have authorized Melaleuca to charge.

8. Melaleuca will not be responsible for the loss of any commissions and bonuses or other payments because of errors or delays in receiving agreements, orders, changes or other necessary information.

9. I have carefully reviewed the Melaleuca Compensation Plan and Statement of Policies and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by Melaleuca at its sole discretion.

10. Upon notification to its Marketing Executives in an official publication of Melaleuca or in a written document from Melaleuca sent to me in my product order or by some other means authorized by Melaleuca, Melaleuca may, at its discretion, unilaterally and prospectively amend this Agreement, the Melaleuca Compensation Plan, the Statement of Policies, the terms of the Customer Membership Agreement, and any other agreements, policies, guidelines, programs and offers with or from Melaleuca (collectively referred to herein as the "Melaleuca Agreements"). I agree to abide by any and all such amendments and that my only remedy for not accepting any such amendments is to immediately terminate this Agreement. The continuation of my Melaleuca business or my acceptance of commission and/or bonus checks or other payments from Melaleuca constitutes my acceptance of any such amendments. I agree that Melaleuca's interpretation of the Melaleuca Agreements will be final and binding.

11. My violation of any of the terms of the Melaleuca Agreements or of any law in the course of my business activities may result, at Melaleuca's discretion, in forfeiture of commission and bonus checks or other payments from Melaleuca on all or part of my Marketing Organization, cancellation of this Agreement, or other corrective action as specified in the Statement of Policies. If this Agreement is cancelled or terminated at any time for any reason I understand that I will permanently lose all rights as an Independent Marketing Executive, and I agree to waive all rights and claims to my Marketing Organization and to all commissions and bonuses.

12. The Melaleuca Agreements, as amended from time to time by Melaleuca, constitute the entire agreement between Melaleuca and me and no other prior or future promises, representations, guarantees or agreements of any kind will be valid unless (a) in a writing signed by Melaleuca or contained in an officially authorized publication of Melaleuca. In no event shall any other agreement or publication, or any notices, correspondence, course of dealing, or other communication or lack of

Please call Melaleuca, Inc., with this information within 24 hours. To expedite the Independent Marketing Executive Agreement please call 1-800-262-0600. Then mail the completed application to: Melaleuca of Canada, Inc., 3910 South Yellowstone Hwy., Idaho Falls, Idaho 83402-6003. No commission or bonus checks will be sent to the applicant until Melaleuca receives the signed original Independent Marketing Executive Agreement.

### Cancellation Rights

I may cancel this Agreement for any reason at any time by giving written notice to Melaleuca bearing my original signature, printed name, address, and Customer Number. Written cancellations received by Melaleuca on or before the 25th of the month will be effective the month received, written cancellations received by Melaleuca after the 25th of the month will be effective the following month. **In addition to the foregoing, I may cancel this agreement for any reason within three business days from the date hereof by giving written notice to Melaleuca bearing the date, my printed name, and my original signature.** Cancellation notices must be mailed to: Melaleuca of Canada, Inc., 3910 S. Yellowstone Hwy., Idaho Falls, ID 83402-6003.

communication by Melaleuca be interpreted to amend, modify or waive any provision of the Melaleuca Agreements and I agree that I may not rely on such other communications for that purpose. Nothing herein will in any way limit Melaleuca's ability to unilaterally amend or modify the Melaleuca Agreements.

13. To the extent any provision of the Melaleuca Agreements is, or is found to be, invalid or unenforceable under, or in violation of, applicable law, such provision will be deemed ineffective only to the extent of such invalidity, unenforceability or violation and will not invalidate or render unenforceable any other provision of the Melaleuca Agreements.

14. The term of this Agreement is one year. This Agreement will be automatically renewed annually on each anniversary date of the date hereof, unless otherwise cancelled. This Agreement shall not be deemed accepted by Melaleuca until Melaleuca has received the signed original of this Agreement, I have at least one Customer in my Marketing Organization, and I have received my first commission check.

15. This Agreement shall be governed by the laws of the State of Idaho. To the extent permitted by applicable law, all claims or disputes of any nature between one or more current or former Marketing Executives and Melaleuca (or its officers, shareholders, or employees), if not resolved by mutual agreement, shall be resolved by binding arbitration using an arbitrator or arbitrators mutually agreeable to the parties. If the parties are unable to agree upon an arbitrator, a court of competent jurisdiction may appoint an arbitrator. To the extent permitted by applicable law, such arbitration shall take place in the State of Idaho. If arbitration is not permitted by applicable law, then, to the extent permitted by applicable law, the parties agree that all such claims or disputes shall be brought and maintained in Bonneville County District Court, in Idaho Falls, Idaho, or in the United States District Court for the District of Idaho. In reaching its decision, the arbitrator or the court (a) shall not interpret the meaning of the Melaleuca Agreements or the intent of the parties with respect thereto by reference to any written or oral communications, course of dealing, or extraneous documents or information other than the express terms of the Melaleuca Documents, as expressly and specifically amended or waived by Melaleuca in accordance with this Agreement; (b) shall consider Melaleuca's interpretations of the Melaleuca Agreements (including interpretations of any ambiguous provisions) as final and binding unless such interpretation is shown to be unreasonable by clear and convincing evidence; and (c) shall not apply any rule of contract interpretation to construe any provision against the drafter. To the extent permitted by law, the prevailing party in any proceeding (whether in arbitration or court proceeding or otherwise) shall be entitled to an award of attorneys' fees and costs.

16. If this Agreement is altered in any way it will not be deemed accepted by Melaleuca except in its original unaltered form, regardless of passage of time or payment of commissions by Melaleuca. If this agreement is altered in any way, Melaleuca may, in its sole discretion, deem this agreement to be void *ab initio* and require that I repay all commissions and bonuses paid to me.

17. I consent to Melaleuca's sending me email messages or faxes or contacting me by telephone about matters that Melaleuca considers pertinent to my business. I agree that my receipt of any telephone, email, or other contacts by Melaleuca Independent Marketing Executives shall not be deemed a violation by Melaleuca of any telephone solicitation, no-call, anti-spam, consumer protection or similar laws.

18. I consent to Melaleuca's publishing in any of its official material, whether print, audio or video, my name, photograph, city and state of residence, the amount of commissions, bonuses, awards, prizes, and recognition paid to me, information regarding any car that is being paid for in whole or in part with a Melaleuca car bonus, and other information that Melaleuca customarily publishes about Independent Marketing Executives.

19. In accordance with Canadian law, I acknowledge and agree that Melaleuca will be collecting personal information about me, including but not limited to my name, address, email address, age, phone number and information about my Marketing Organization. I consent to the use and disclosure of the information collected, in whole or in part, to Melaleuca and to my Support Team and Marketing Organization for the limited purposes of administering this Agreement, preparing and providing business reports, calculating commissions and bonuses payable to me and to others, evaluating and assessing my performance and facilitating contact with other Marketing Executives and Customers. I understand that Melaleuca will keep my information for as long as I am a Marketing Executive and for such reasonable period of time thereafter as may be necessary or as required by law. I further understand that I have the right to access my personal information collected by contacting Melaleuca.

20. I may not assign my rights or delegate my duties under this Agreement to any person or entity without the express written consent of Melaleuca.

21. I agree to hold harmless, indemnify, and release Melaleuca, its shareholders, officers, directors, employees and agents from and against, and I hereby waive (a) any claims or liability arising from or relating to the operation or promotion of my Melaleuca business, and (b) any claims I may have for consequential, special or exemplary damages against Melaleuca for any reason whatsoever.

I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY LEGAL COUNSEL OF MY CHOICE.