

Customer Membership Agreement Terms and Conditions (please read carefully)

The Preferred Customer Backup Order Agreement

If I am enrolling as a Preferred Customer, I agree to purchase products totaling at least the specified Product Point value (35 or 75) each month, which I selected in Section 1 on the front of this Agreement. I also agree to pay any and all applicable sales taxes and shipping and handling charges. By enrolling as a Preferred Customer, I authorize Melaleuca to ship the Backup Order designated in this Agreement for any calendar month in which my product orders do not equal or exceed my Product Point commitment. Melaleuca is under no obligation to ship any products if the authorized accounts are overdrawn or have been closed.

Select Pack Backup Order Substitutions

In the event that any product I have selected on the Select Pack form below becomes unavailable, or if the Product Points for any products I have selected are reduced, I authorize Melaleuca to substitute another product or products of equal or greater value to ensure that I meet my Product Point commitment. I further authorize Melaleuca to charge my account for any price difference for the substituted product(s). If I am not satisfied with the substitute product(s), I may return it for an exchange and authorize Melaleuca to credit or charge my account for any price difference.

Payment Authorization

I authorize Melaleuca to withdraw payment from my credit card or bank account as specified on the front of this Agreement for orders I place directly and for my Backup Order. I give my permission that, if Melaleuca is unable to collect payment in full from my credit card account, then Melaleuca may make multiple attempts to collect for up to 60 days and, no more than twice, add \$.50 to \$1.00 to my balance to cover the ongoing costs for administration of the collection of my account. I agree to pay a \$10.00 service fee in the event a check or charge is dishonored for any reason. After my account has been charged by my financial institution, I have the right to have the amount of any erroneous withdrawal immediately deposited to my account by my financial institution up to 15 days following issuance of my bank statement or 45 days after posting. I will hold Melaleuca, Inc. harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.

Convenience Certificate Redemption

I understand that after I have been a Preferred Customer for six months, I may select Convenience Certificates as my Backup Order. I agree to redeem Convenience Certificates promptly. I understand that Convenience Certificates may be redeemed for product only, and may not be returned for a refund or credit on account.

Changes

I understand that I may change my Backup Order selection or make changes to my Select Pack by calling or writing Melaleuca and requesting the change. For all other changes to my Backup Order (e.g., to change the method of payment or the authorized amount) I must sign and submit to Melaleuca a new Customer Membership Agreement. If I submit more than one Customer Membership Agreement, the most recent signed agreement will supersede all previous agreements. I understand that Melaleuca reserves the right to substitute products and/or change prices or Product Point allocations without notifying me, but that substitutions to Select Packs will only occur if selected products become unavailable. I also understand that, upon written notice to me in my product order or by some other means, Melaleuca may at its discretion, unilaterally and prospectively, change the provisions, terms and conditions of this Agreement and that my only remedy for not accepting such changes is to immediately terminate this Agreement.

Membership Fee

The cost to enroll as a Customer is \$25.00 plus applicable sales tax. I will receive a Membership Portfolio and a subscription to Melaleuca's catalogs to keep me updated on products and the latest in health and wellness as long as I remain an active Customer. If I simultaneously submit a Melaleuca Independent Marketing Executive Application and Customer Membership Agreement, the \$29.00 Independent Marketing Executive application fee will include the Customer membership fee. My membership entitles me to free access to discounts and savings on hundreds of products and services in the Melaleuca Marketplace.

Renewal Fee for Preferred Customers

If I have enrolled as a Preferred Customer, I authorize Melaleuca to charge my account a total of \$12.00 (plus applicable sales tax) on an annual basis for the purpose of automatically renewing my Customer Membership Agreement.

Term

The term of this Agreement is one year. This Agreement will be automatically renewed annually on each anniversary date of this Agreement and will remain in effect until: (1) I elect to alter or change my customer status with Melaleuca by submitting a new signed Customer Membership Agreement, or (2) I cancel this Customer Membership Agreement pursuant to the preceding paragraph, or (3) Melaleuca cancels this Agreement upon written notice to me at my address set forth herein, which I agree Melaleuca may do at any time in its sole discretion.

Satisfaction Guarantee

If I am not completely satisfied with any product I purchase from Melaleuca, I may return the unused portion of the product, together with a copy of the invoice, to Melaleuca within 60 days of the date of purchase and Melaleuca will (1) credit my account for the total purchase price of the product (less shipping and handling charges), or (2) upon my written request,

replace the product without charge, or (3) upon my written request, refund the total purchase price of the product (less shipping and handling charges). If I have unredeemed credit on account with Melaleuca which is more than six months old, I understand that Melaleuca may make an effort to locate me and advise me in writing of the credit that is on account. Melaleuca may continue to make such attempts on a monthly basis and will charge my account a \$10 service fee for each month's notification process for as long as I have a credit on account that is at least six months old. I also understand that any refund checks sent to me that remain uncashed for more than 180 days will not be honored and the amount of the check, less a processing fee of \$15 and a bank cancellation/stop payment fee of \$10, will be credited to my account, which credit shall be subject to the above notification process and associated service fees. Melaleuca reserves the right to cancel the Customer Membership Agreement of any Customer who abuses the Melaleuca satisfaction guarantee and return policy by excessively returning product.

Dispute Resolution

To the extent permitted by law, all claims or disputes of any nature between current or former Preferred or Direct Customers 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 law, the prevailing party in any proceeding (whether in arbitration or court or otherwise) between a Customer and Melaleuca (or its officers or employees) shall be entitled to an award of attorneys' fees and costs. To the extent that any provision of this Agreement 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 this Agreement.

Email and Telephone Communications

I consent to Melaleuca sending me email messages or notifying me by telephone or facsimile regarding its products, services, business opportunity and other topics that Melaleuca considers may be of interest or benefit to me. I agree that my receipt of any telephone, e-mail or other contacts by Melaleuca or by Melaleuca Independent Marketing Executives shall not be deemed a violation by Melaleuca of any state or federal telephone solicitation, no-call, anti-spam, customer protection or similar laws.

Personal Information: I consent to the collection and lawful use by Melaleuca of the personal information contained on this form and information regarding my purchases from Melaleuca. I also consent to the disclosure of such information and information regarding my purchases from Melaleuca to my enroller and his or her Support Team.

Loyalty Shopping Dollars*

Each month, during their first five months with Melaleuca, Preferred Customers who do not receive a Backup Order or Select Pack are eligible to participate in the Loyalty Shopping Dollars program. Loyalty Shopping Dollars can only be used toward the purchase of designated Product Point products and cannot be used to purchase specials, Packs, Pantry Packs, discounted items, or sales aids. No Product Points will be given for products purchased in whole or in part with Loyalty Shopping Dollars. In each of the first 5 months of enrollment, Loyalty Shopping Dollars must be used in the month for which they are designated or they will be forfeited. At the time of cancellation or discontinuation of their Preferred Customer status, Preferred Customers will forfeit all Loyalty Shopping Dollars in their account. Loyalty Shopping Dollars may only be redeemed after placing a minimum Product Point order for the calendar month, in conjunction with another order, and in amounts of no less than 20 Loyalty Shopping Dollars. A \$1.00 handling fee and all applicable shipping charges will be assessed for all Loyalty Shopping Dollars orders. Loyalty Shopping Dollars cannot be used towards the payment of sales tax and/or shipping and handling charges. Applicable taxes may be assessed. Melaleuca reserves the right to change or discontinue the Loyalty Shopping Dollars program without notice at any time. Credit for returned products purchased with Loyalty Shopping Dollars or as part of an Loyalty Shopping Dollars order will only be given in Loyalty Shopping Dollars for future redemption. After the fifth month as a Preferred Customer you must select a "Backup Order Day" between the 20th and the 28th day of the month and shop before your designated day to earn and redeem Loyalty Shopping Dollars.

*For Melaleuca Marketplace Incentives, Loyalty Shopping Dollars will accumulate during the first 5 months of enrollment, and will be available for redemption in the customer's 6th month.

Resale of Products

I agree that I will not offer Melaleuca products for sale via the Internet or other form of nationally available media. This obligation will continue even after my Customer Membership Agreement is terminated. I understand that Melaleuca shall have the right to prevent any such offers by legal action and that, to the extent permitted by law, I will be obligated to pay Melaleuca's legal fees and costs in connection with any such legal action based upon my violation of this obligation.

Amendments

I understand that by written notification from Melaleuca sent to me in my product order or by some other means Melaleuca may amend this Customer Membership Agreement. I agree to be bound by all such amendments and that my only remedy for not accepting any such amendments is to immediately terminate this Agreement. My placing of an order or accepting a Backup Order after my receipt of notice of any amendment will constitute my acceptance of the amendment.

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, Inc., 3910 S. Yellowstone Hwy., Idaho Falls, ID 83402-6003.

"Select Pack" The Preferred Customer Backup Order you create with the products you want most!

Customer Name

Home Phone Number

PRODUCT POINT COMMITMENT: (Your Select Pack Product Points must equal or exceed the commitment level selected below).

(Select One) 35 or 75

You will be sent the Select Pack Backup Order listed below any month that your total product purchases do not equal or exceed 35 or 75 Product Points. Note: You may change the items selected below at any time by contacting Melaleuca. Changes to your Product Point commitment require you to sign and submit a new Customer Membership Agreement. Specials, discounted products, or packs and promotions are not available as Select Pack items. If a special or promotion is selected you will receive the product at the Preferred Customer price with full Product Points.

Stock #	Qty.	Item Description	Unit Product Points	Total Product Points	Unit Price	Total Price
Shipping and handling charges plus applicable sales tax will be added to your order and reflected on the printed invoice included.				TOTAL POINTS:	TOTAL PRICE:	

If submitting this agreement by fax, please remember to fax both sides of this document.