



## Independent Marketing Executive Application & Agreement

# Terms and Conditions

(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.
2. This Agreement will continue so long as I continue to accept commissions and bonuses or other payments from Melaleuca or until this Agreement is cancelled by me or by Melaleuca pursuant to the terms hereof or of the *Statement of Policies*.
3. Neither I nor my spouse has been a Melaleuca Independent Marketing Executive and has not owned, had ownership affiliation with, or operated any Melaleuca business in the past six months.
4. I understand that as a Marketing Executive, I am an independent contractor, and not an agent, employee, legal representative of Melaleuca. I understand that I am not authorised to make representations or incur liabilities on Melaleuca's behalf and that I must not purport to do so. I further understand and agree that I will not be treated as an employee for any purposes. I agree to pay all applicable taxes that may become due as a result of my activities under this Agreement. I understand that, except to the extent that it is contrary to the terms of this Agreement or the *Statement of Policies*, I am entitled, as a self-employed businessperson, to work in the manner and at the time of my choosing and to carry out such other activities in addition to my activities as a Melaleuca Independent Marketing Executive as I consider appropriate.
5. I understand that the acceptance of this Agreement by Melaleuca does not constitute the sale of a franchise and that there are no exclusive territories granted to anyone. I also understand that I am not acquiring any interest in a security.
6. As a Marketing Executive I will use my best efforts to develop and service at least one active Direct or Preferred Customer.
7. I will not purchase any product from Melaleuca solely for the purpose of qualifying for commissions or bonuses.
8. I will be allowed to buy products at the prices set forth in the Melaleuca Preferred Customer Price List according to my status as either a Direct or Preferred Customer.
9. I understand that Melaleuca makes no claims or warranties of any kind including, but not limited to, any claims for earnings, medical, weight loss or health benefits concerning its products, other than those included in Melaleuca's official written literature. I will not create, publish or distribute any literature or materials representing Melaleuca or its products other than that which is provided by Melaleuca.
10. If I fail to pay for products or services on or before the due date, Melaleuca is authorised to withhold the appropriate amounts from my commission and bonus cheques or withdraw the appropriate amounts from my credit card/direct debit account, if any, which I have authorised Melaleuca to charge.
11. 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.
12. I have carefully reviewed the *Melaleuca Compensation Plan*, *Statement of Policies* and *Definitions of Terms* 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.
13. Upon notification to its Marketing Executives, Melaleuca may, at its discretion, amend the *Melaleuca Compensation Plan*, *Statement of Policies*, *Definitions of Terms* and/or terms of the Customer Agreement and this Independent Marketing Executive Agreement. I agree to abide by any and all such amendments. The continuation of my Melaleuca business or my acceptance of commission and/or bonus cheques or other payments from Melaleuca constitutes my acceptance of any such amendments.
14. **My violation of any of the terms of this Agreement or the *Statement of Policies* may result, at Melaleuca's discretion, in a (i) reduction in the payment of my commissions or bonuses or other payment from Melaleuca on all or part of my Marketing Organisation based on the damages suffered by Melaleuca as a result of my violation, (ii) cancellation of this Agreement, or (iii) other corrective action as specified in the *Statement of Policies*.**
15. **I may cancel this Agreement for any reason at any time by giving written notice to Melaleuca bearing my original signature, printed name, address, Customer Number and reason for cancelling. I understand that the *Statement of Policies* sets forth certain specific rights that I have in relation to returns of products on cancellation of this Agreement.** 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. Cancellation notices must be mailed to: Melaleuca Europe, Second Avenue, The Village, Trafford Park, Manchester M17 1FG
16. I understand that I have no financial obligation as an Independent Marketing Executive during the 12 months following the date of this Agreement other than to pay the initial application fee, to pay for any products I order, to reimburse Melaleuca any commission paid to me in respect of products which are subsequently returned, and to reimburse Melaleuca its damages caused by my violation of the terms of this Agreement or the *Statement of Policies*.
17. This Agreement, the *Melaleuca Compensation Plan*, the *Statement of Policies* and the *Definitions of Terms* constitute the entire agreement between Melaleuca and me and no other promises, representations, guarantees or agreements of any kind will be valid unless in writing and officially authorised by Melaleuca. This provision does not in any way limit Melaleuca's ability to unilaterally amend or modify this Agreement, the *Melaleuca Compensation Plan*, the *Statement of Policies* and the *Definitions of Terms* without my prior written consent.
18. If any provision of this Agreement is held to be invalid all other provisions shall remain valid and enforceable.
19. The term of this Agreement is one year. This Agreement will be automatically renewed annually on each anniversary date of the acceptance of this Agreement by Melaleuca, unless otherwise cancelled. This Agreement shall not be deemed accepted by Melaleuca until Melaleuca has received the signed original of this Agreement and I have received my first commission cheque.
20. 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.
21. The following notice is required by the Trading Schemes Regulations 1997: "It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme. Do not be misled by claims that high earnings are easily achieved."
22. In order for Melaleuca of Europe Ltd. to provide services in relation to your business it will need to process the personal information you have provided and/or transfer this information outside the European Union (i.e. to Melaleuca, Inc.) in order to service your account, enhance Melaleuca's sales and distributions, provide products and services as requested and/or for marketing purposes as Melaleuca deems necessary to its business (the "Purposes"). Under the Data Protection Act 1998 we are required to obtain your consent to transfer your data outside the European Union. By signing this Agreement, you expressly consent to your personal information being processed, being transferred outside the European Union and/or disclosed to other Melaleuca independent marketing executives for the Purposes. By signing this Agreement you expressly consent to your information being used in this manner.

**Please call this information in to Melaleuca UK within 24 hours. To expedite the Independent Marketing Executive Agreement please call: 1800 558 019.** Then mail the completed application to: Second Avenue, The Village, Trafford Park, Manchester M17 1FG. No commission or bonus cheques will be sent to the applicant until Melaleuca receives the signed original Independent Marketing Executive Agreement.