

Independent Marketing Executive Application and 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 18 years of age or older.
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 terminated by me or by Melaleuca pursuant to the terms of this Agreement or of the Statement of Policies.
3. Neither I nor any member of my immediate household, has been a Melaleuca Independent Marketing Executive, has owned, had owner-ship 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, partner, employee, legal representative or franchisee of Melaleuca. I understand that I have no authority to conclude or enter into contracts on behalf of Melaleuca or its related entities. I further understand and agree that I will not be treated as an employee for the purposes of any applicable law of Australia or New Zealand which relates to tax, superannuation, or employment or any other matter. I agree to pay all applicable Australian or New Zealand taxes, including but not limited to any tax which must be withheld under Australian or New Zealand law and/or local licence fees that may become payable by me as a result of my activities under this Agreement.
5. I understand that the acceptance of this Agreement by Melaleuca does not constitute the sale or grant 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. I understand that my success as a Marketing Executive is dependent upon my own efforts and skills. I do not anticipate receiving commissions as a result of the efforts of any individual or entity other than myself.
7. As a Marketing Executive I will use my best efforts to develop and service at least one active Direct or Preferred Customer.
8. I understand that products representing at least 70% of my monthly Organisation Product Points must be sold to End Consumers each month. I will not purchase any product from Melaleuca solely for the purpose of qualifying for commissions or bonuses.
9. I will be allowed to buy products at the prices set forth in the Melaleuca Price List according to my status as either a Direct or Preferred Customer.
10. I will not communicate, create, publish or distribute any literature or materials representing Melaleuca or its products other than that which is provided by Melaleuca.
11. I agree to indemnify and hold harmless Melaleuca from and against any claims, actions, demands, loss, damage or liability suffered, together with all legal fees and costs which may be incurred by Melaleuca resulting in any act, omission, neglect or default by me, or the infringement by me of any of Melaleuca's Intellectual Property rights.
12. Melaleuca will not be responsible and accepts no liability 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.
13. I have carefully reviewed the Melaleuca Revenue Sharing 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.
14. Upon notification to its Marketing Executives, Melaleuca may, at its discretion, amend the Melaleuca Revenue sharing Plan, Statement of Policies, Definitions of Terms and/or terms of the Customer Agreement and this Independent Marketing Executive Agreement. I agree to abide and be bound by any and all such amendments. The continuation of my Melaleuca business or my acceptance of commission, bonus, and/or other payments from Melaleuca constitutes my acceptance of any such amendments.
15. My breach of any of the terms of this Agreement or the Statement of Policies may result, at Melaleuca's discretion, in forfeiture of commission, bonus and/or other payments from Melaleuca on all or part of my Marketing Organisation, termination of this Agreement, or other corrective action as specified in the Statement of Policies.
16. I may terminate this Agreement for any reason at any time by giving written notice to Melaleuca bearing my original signature, printed name, address and Customer Number. Termination received by Melaleuca on or before the 25th of the month will be effective the month received. Termination received by Melaleuca after the 25th of the month will be effective the following month. Termination notices must be mailed to Melaleuca of Australia and New Zealand P/L, Locked Bag 2080, Somerton, VIC, 3062, Australia or Private Bag 94022, South Auckland Mail Centre, Manukau City, New Zealand. Faxed or emailed cancellations will not be accepted.
17. This Agreement, the Melaleuca Revenue Sharing 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. Save to the extent required by law, this provision does not in any way limit Melaleuca's ability to unilaterally amend or modify this Agreement, the Melaleuca Revenue Sharing Plan, the Statement of Policies without my prior written consent.
18. If any provision or part of a provision of this Agreement is held to be unlawful, invalid, unenforceable, void or in conflict with any rule of law, statute, ordinance or regulation, the legality or validity of the remainder of that provision and all other provisions shall not be affected and 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 terminated. 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 payment.
20. To the extent permitted by law any dispute or difference or claim, whether at common law, equity or under statute; between Melaleuca (or its officers or employees) and me, arising out of or in connection with this agreement shall be submitted to mediation or arbitration as set forth in Melaleuca's Statement of Policies.
21. If this Agreement is amended in any way, it will not be deemed to be accepted by Melaleuca except in its original form, unless Melaleuca has given its express written consent to such amendment, regardless of passage of time or payment of commissions by Melaleuca.
22. GST
 - (a) The consideration for any supply made under or in connection with this agreement includes GST where applicable.
 - (b) Where this Agreement requires a party to reimburse or indemnify the other party for any expenses, loss or outgoings (reimbursable expense) the amount required to be paid by the first party will be the sum of:
 - i) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense (net amount); and
 - ii) if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply.
 - (c) Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable pursuant to any supply made under or in connection with this agreement.Words used in this clause which have a defined meaning in the A New Tax System (Goods and Services Tax Act) 1999 (Australia) and associated acts and legislative instruments, or the Goods and Services Tax Act 1985 (New Zealand) and associated acts and legislative instruments, will have the same meaning as in those acts, associated acts and legislative instruments, unless the context otherwise requires.
23. I agree that any indulgence, latitude or extension of time which Melaleuca may grant me in relation to the provisions of this Agreement or any other thing relating to it or arising from it shall not in any way prejudice or interfere with Melaleuca's rights under this Agreement and I understand that I cannot claim that such a grant will constitute a waiver of any of Melaleuca's rights.

For quick processing of this Independent Marketing Executive Agreement please call: Aus 1800 07 33 99; NZ 0800 08 33 99.
Then post the completed application to: Locked Bag 2080, Somerton, VIC, 3062, Australia.