

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 competent and of legal age to enter into binding contracts in the state 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, partner or franchisee of Melaleuca. I further understand and agree that I will not be treated as an employee for federal or state tax purposes, nor for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, the Social Security Act, or any state unemployment acts, state employment security acts or state workers compensation acts or any other federal or state laws applicable to employees. I agree to pay all applicable federal and state 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 (including any and all applicable sales taxes and all shipping and handling charges) 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 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 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. 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 and its affiliates or partners sending me email messages, text 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, text message, or other contacts by Melaleuca and its affiliates or partners 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. Standard messaging rates apply for text messages. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages.

18. By checking the box in section 2 of this Agreement to request access to *MyMelaleuca*, I authorize Melaleuca to charge the account indicated on my Customer Membership Agreement on a monthly basis starting after my free 90-day trial period has ended. Specifically, I authorize Melaleuca to charge my account for the monthly access fee of \$8.95. In addition, I understand that I will be charged additional fees for audio downloads or other add-on services that I choose to purchase. I understand that my default password will be my last name as written on this form, and upon logging into *MyMelaleuca* for the first time I should, for security purposes update my password.

19. 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.

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.

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