

Please enroll me as a Preferred Customer.

I commit to purchase products totaling at least (check one)

35 or 75 Base Points each month and I'll receive 30% to 40% off suggested retail price of Melaleuca products and participate in the Melaleuca Advantage program.

Direct Customer. I'll receive the retail price.

(Please print. Incomplete or illegible information will delay Melaleuca's acceptance and processing of this Agreement.)

1 New Customer

FIRST NAME INITIAL LAST NAME

SPOUSE'S FIRST NAME (If spouse is also an applicant) INITIAL LAST NAME

SHIPPING ADDRESS (For mailing of information, materials & products)

CITY PROVINCE POSTAL CODE

Please indicate preferred phone number(s) for contacting you. Home SOCIAL INSURANCE NUMBER

Business BIRTHDATE MM DD YY

FAX Phone Number

Yes! I would like you to send me periodic updates on Melaleuca programs and products to my e-mail address.

E-mail Address:

2 New Customer Account Information

For your ordering convenience, you may place your checking or credit card account information on file with us. To ensure your continued Preferred Customer status, two (or more) forms of payment are preferred. At least one form of payment is required. All account information must be in the name of the new Customer.

PRIMARY FORM OF PAYMENT

VISA MASTERCARD

account number exp. date (mo./yr.)

SECONDARY FORM OF PAYMENT

VISA MASTERCARD

account number exp. date (mo./yr.)

ELECTRONIC CHECKING (Attach a voided check for verification of your account number and to notify your bank of this agreement for pre-authorization. Electronic Checking information provided by telephone is an authorized payment method while the Customer Agreement is in transit.)

bank account number

AUTHORIZED SIGNATURE _____

In the event that the preferred method of payments indicated above are not valid, Melaleuca will charge any other valid method of payment on file.

\$35 or \$39 Enrollment Fee: PAYMENT CHECK ENCLOSED BILL MY ACCOUNT INDICATED ABOVE

3 Lead/Enroller

FIRST NAME INITIAL LAST NAME

PHONE CUSTOMER NUMBER

International Enrollment My enroller is an International Marketing Executive from the following country: _____

PRESENTER CUSTOMER NUMBER

ENROLLER'S SIGNATURE _____

I affirm that the appointment and presentation were done by the person(s) listed in line 4 above.

FIRST NAME INITIAL LAST NAME

PHONE CUSTOMER NUMBER

6 Preferred Customer Benefits

Choose the Preferred Customer Backup Order that fits your needs.

Your automatic Backup Order keeps you in good standing to receive your Preferred Customer 30% discount and other Preferred Customer benefits. If you're away on vacation or business, don't meet your Base Point commitment, or just forget to place your order, the Backup Order will be sent automatically, assuring that you meet your Base Point commitment and that you receive all Preferred Customer savings and benefits.

See the Melaleuca Backup Order Lineup and ask your enroller about your Base Point commitment level.

Preferred Customer Backup Order Selections

Check Item	Base Points	Price*
<input type="checkbox"/> Select Pack Backup Order—Complete form on the back side of white copy.		
<input type="checkbox"/> Convenience Certificate #1	35	64.99
<input type="checkbox"/> Convenience Certificate #2	75	132.99
<input type="checkbox"/> Wellness Backup Order		
Vitality Pak, Provex CV, Cell-Wise	39	\$79.99
<input type="checkbox"/> Backup Order #1 (includes Vitality Pak)	35	\$64.99
<input type="checkbox"/> Backup Order #2 (does not include Vitality Pak)	35	\$64.99
<input type="checkbox"/> Backup Order #3	75	\$132.99

*Applicable freight, Goods and Services Tax, and Provincial Sales Tax or Harmonized Sales Tax will be added to these Preferred Customer Prices and Base Point calculations are subject to change without notice. (SHIPPING NOT INCLUDED)



Melaleuca's Long-Distance Savings Program can save you up to 35%!

Yes! I want to save up to 35% on my long-distance calls. Enroll me in MelaCom.

Include in the MelaCom program the following phone number(s) for which I am financially responsible.

Your initials Estimated monthly long-distance usage

Birthdate required (MM/DD/YY) \$.00

To enroll by phone, call Product Support at 1-800-282-3000.



Quality Internet service at an incredibly low price!

True unlimited access, high-speed dial-up connection, customizable start-up page, free e-mail and personal web space and more! Only \$19.95 per month. PLUS qualify for FREE monthly internet service!

YES! I currently have a computer and I want to sign up for iGlide.net internet service! Please send me my iGlide.net enrollment CD-ROM* for \$2.99.

*See important iGlide.net information on the back of this form.

7 Signature

BY SIGNING BELOW I ACKNOWLEDGE THAT I AM AT LEAST 18 YEARS OLD AND I HAVE CAREFULLY READ AND AGREE TO THE TERMS AND CONDITIONS ON THE FOUR PAGES OF THIS AGREEMENT.

Applicant's Signature (this Melaleuca Agreement is not valid unless signed) Date

Spouse's Signature (if applicable) Date

Cancellation Provision: 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 will be effective upon receipt by Melaleuca of Canada, Inc. Cancellation notices must be mailed to Melaleuca of Canada, Inc., 3910 S. Yellowstone Hwy., Idaho Falls, ID 83402-6003. Faxed cancellations cannot be accepted.

100% Satisfaction Guarantee: If I am not completely satisfied with any product I purchase from Melaleuca, Melaleuca will replace it without charge or credit my account for the total purchase price of the product, or upon my written request, refund the total purchase price provided I return the unused portion of the product to Melaleuca, together with a copy of the invoice, within 60 days of the date of purchase.

Buyer's Right to Cancel (see page 3)

Mail only white copy to Melaleuca of Canada, Inc. • Customer keeps two yellow copies • Enroller keeps pink copy
Prices listed do not include applicable sales tax.

Customer 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 totalling at least the specified Base Point value (35 or 75) which I selected on this Agreement. By enrolling as a Preferred Customer, I authorize Melaleuca of Canada, Inc. to ship the product package(s) listed on the front of this Agreement in any calendar month in which my product orders do not equal or exceed the Base Point total designated in the Backup Order selected in this Agreement. Melaleuca of Canada, Inc. will not ship a Backup Order for any calendar month in which I place product orders with Base Points equaling or exceeding the amount I have selected. Melaleuca of Canada, Inc. is under no obligation to ship any products if the authorized accounts have been overdrawn or closed.

The Select-Pak Backup Order: In the event that any product I have selected on the Select-Pak form below becomes unavailable, or if the Base 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 Base 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 of Canada, Inc. to withdraw payment for my Backup Order(s) from my credit card or bank account as specified on the front of this Agreement. Melaleuca is authorized to withdraw payment equal only to the exact amount of the price of the products that I order, plus applicable GST, PST or HST, shipping and handling on the price of the Backup Order I have selected (plus additional amounts for substitute products if the products I have selected become unavailable), plus applicable GST, PST or HST, shipping and handling. I agree to pay a \$13.50 service fee in the event a check or charge is returned for any reason. I will hold Melaleuca of Canada, Inc. harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.

Convenience Certificate Redemption: Customers are encouraged to redeem product certificates promptly. If a Customer has a product certificate that remains unredeemed for more than six months after its date of issuance, Melaleuca will make an attempt to locate the Customer to remind him/her that he/she is holding an unredeemed product certificate, and will continue to make such attempt on a monthly basis. Melaleuca will charge \$10 U.S./\$15 CDN against the product certificate for each month's notification.

Changes: To change Backup Order selections, quantities, method of payment, or the authorized amount, a new Customer Agreement must be submitted to Melaleuca of Canada, Inc. If more than one Customer Agreement has been submitted, the most recent agreement will supersede all previous agreements. Melaleuca of Canada, Inc. reserves the right to substitute products and/or change prices or Base Point allocations without notice. Substitutions on Select-Paks will only occur if selected products become unavailable.

Enrollment Fee: The cost to enroll as a Customer is \$35.00 (plus applicable taxes). I will receive a Melaleuca Portfolio. If I enroll as a Melaleuca Marketing Executive, the \$39.00 (plus applicable taxes) for my Business Kit will include the Customer enrollment fee and a subscription to Melaleuca's monthly catalogs to keep me updated on products and the latest in company information at no additional cost as long as I remain an active Customer.

Renewal Fee For Preferred Customers: If I have enrolled as a Preferred Customer, I authorize Melaleuca of Canada, Inc. to charge my account \$16.50 (applicable taxes will be added) on an annual basis for the purpose of automatically renewing my Customer Agreement. This \$16.50 (plus tax) renewal fee also covers the annual renewal of my Independent Marketing Executive Agreement.

MelaCom Program: When I request to be enrolled in the MelaCom Program, either by checking the appropriate box on the first page of this Agreement or by requesting (either in writing or by telephone) enrollment in the MelaCom Program at any time after my execution of this Agreement, this Agreement will constitute my designation of Melaleuca to act as my agent for the purpose of changing the interexchange carrier for my telephone number(s) (which I have identified to Melaleuca) to the interexchange carrier serving the MelaCom Program, as such interexchange carrier may be selected and changed from time to time by Melaleuca at its discretion. This agency shall be effective for as long as I am enrolled in the MelaCom Program. I can at any time choose not to be enrolled in the MelaCom Program. The Program fee to be enrolled in MelaCom is \$1.95 per phone line per month.

100% Satisfaction Guarantee: If I am not completely satisfied with any product I purchase from Melaleuca, Melaleuca will replace it without charge or credit my account for the total purchase price of the product, or upon my written request, refund the total purchase price provided I return the unused portion of the product to Melaleuca, together with a copy of the invoice, within 60 days of the date of purchase.

Special Shipping Restrictions for Yukon and Northwest Territories Residents: Product orders will be shipped to either Whitehorse, Yukon or Yellowknife, Northwest Territories only.

Arbitration: All claims or disputes of any nature between current or former Preferred or Direct Customers and Melaleuca (or its officers or employees), if not resolved by mutual agreement, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Such arbitration shall take place in Bonneville County, Idaho and the laws of the State of Idaho shall govern. The arbitration shall be conducted by three (3) arbitrators, one appointed by each of the two parties, and the third appointed by the two party appointees. Discovery shall be permitted in such arbitration and shall be conducted in accordance with the Federal Rules of Civil Procedure and the local rules of the District of Idaho. The prevailing party in any proceeding between a Marketing Executive and Melaleuca (or its officers or employees) shall be entitled to an award of attorneys' fees and costs.

Melaleuca Advantage Rewards: Only 35, 39 or 75 Base Point Preferred Customers are eligible to participate in the Melaleuca Advantage Rewards program. Advantage dollars can only be used toward the purchase of Base Point products. No Base Points will be given for products purchased with Advantage dollars or as part of an Advantage order. At the time of cancellation or discontinuation of their preferred status, customers will forfeit all Advantage dollars in their account. Advantage dollars may only be redeemed after placing a minimum Base Point order for the calendar month, in conjunction with another order, and in amounts of no less than 30 Advantage dollars. Shipping & handling for all Advantage orders is \$1.50 plus 4%. Advantage dollars cannot be used towards the payment of sales tax, and shipping & handling. Applicable taxes may be assessed. Melaleuca reserves the right to discontinue the Advantage program without notice at any time. Credit for returned product purchased with Advantage dollars or as part of an Advantage order will only be given in Advantage dollars for future redemption.

Electronic Checking Payment Conditions

Items charged under any of the following conditions will be reimbursed subject to written notification by me (us) to the branch of account within 90 days:

- a) I (we) never provided authorization to the payee.
- b) The pre-authorized debit was not drawn in accordance with my (our) authorization.
- c) My (our) authorization was revoked.
- d) The debit was posted to the wrong account due to invalid/incorrect account information supplied by the payee.

(CPA Sec. H4, App II, Par. 10)

I (we) authorize Melaleuca of Canada, Inc. to process a charge to my (our) account, in paper, electronic or other form in accordance with the terms and conditions outlined above and in the amount of the Backup Order (plus applicable GST, PST or HST, and shipping and handling charges) corresponding with the amount in the box I (we) have checked in Section 5 on the front page of this Agreement to be charged on or about the fourth of the month, with reasonable latitude for adjustment, beginning on the date Melaleuca of Canada, Inc. accepts this Agreement. In addition, upon my (our) request, I (we) authorize Melaleuca of Canada, Inc. to process a charge to my (our) account, in paper, electronic or other form in the amount of my (our) order by telephone, mail order form or fax, with reasonable latitude for adjustment, and in no case exceeding \$1,000.00 on my (our) account daily, beginning on the date Melaleuca of Canada, Inc. accepts this Agreement. Melaleuca of Canada, Inc. will to the best of its ability, forward a statement of

account in support of the debit(s) to me (us) within 30 days following the posting of the pre-authorized debit to my (our) account. As pre-authorization, I (we) agree to accept as notice of the payment due by one of the following methods:

- a) by telephone when placing a telephone order
- b) by my (our) submittal of the Order Form when placing an order by mail or fax
- c) by my (our) submittal of the Customer Agreement with the selection of the Backup Order in Section 5 of the Customer Agreement.

I (we) acknowledge that The Toronto-Dominion Bank is not required to verify that the debit has been issued in accordance with the particulars of the authorization including the amount and frequency of payments.

I (we) acknowledge that The Toronto-Dominion Bank is not required to verify that any purpose of payment for which the debit was issued has been fulfilled by Melaleuca of Canada, Inc. as a condition to honoring a pre-authorized debit issued or caused to be issued by Melaleuca of Canada, Inc. on my (our) account. (CPA Sec. H4, App II, Par 7)

Revocation of this authorization only terminates the authorization relating to my (our) electronic checking account. My (our) authorization applies only to the method of payment and does not have any bearing on the contract for goods and services exchanged. (CPA Sec. H4, App II, Par 8)

I (we) acknowledge that delivery of this authorization to Melaleuca of Canada, Inc. constitutes delivery by me (us) to The Toronto-Dominion Bank. (CPA Sec. H4, App II, Par 12)

BASE POINT COMMITMENT: (Your Select-Pak Base Points must equal or exceed the commitment level selected below).

(Select One)

- 35** Checking this commitment level entitles you to purchase any combination of Melaleuca, Vitality for Life or Nicole Miller Skin Care products at Preferred Customer prices on your Select-Pak.
- or
- 75** You will be sent the Select-Pak Backup Order listed below any month that your total product purchases do not equal or exceed 35 or 75 Base Points.)

Note: You may change the items selected below at any time by contacting Melaleuca. Changes to your Base Point commitment require you to sign and submit a new Customer Agreement.

SELECT PACK CONTENTS: 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 full price with full base points.

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

If you have completed the "Select-Pak" portion of this form, please remember to fax both sides of this document.

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- I (we) never provided authorization to the payee.
- The pre-authorized debit was not drawn in accordance with my (our) authorization.
- My (our) authorization was revoked.
- The debit was posted to the wrong account due to invalid/incorrect account information supplied by the payee.
(CPA Sec. H4, App II, Par. 10)

I (we) authorize Melaleuca of Canada, Inc. to process a charge to my (our) account, in paper, electronic or other form in accordance with the terms and conditions outlined above and in the amount of the Backup Order (plus applicable GST, PST or HST, and shipping and handling charges) corresponding with the amount in the box I (we) have checked in Section 5 on the front page of this Agreement to be charged on or about the fourth of the month, with reasonable latitude for adjustment, beginning on the date Melaleuca of Canada, Inc. accepts this Agreement. In addition, upon my (our) request, I (we) authorize Melaleuca of Canada, Inc. to process a charge to my (our) account, in paper, electronic or other form in the amount of my (our) order by telephone, mail order form or fax, with reasonable latitude for adjustment, and in no case exceeding \$1,000.00 on my (our) account daily, beginning on the date Melaleuca of Canada, Inc. accepts this Agreement. Melaleuca of Canada, Inc. will to the best of its ability, forward a statement of

account in support of the debit(s) to me (us) within 30 days following the posting of the pre-authorized debit to my (our) account. As pre-authorization, I (we) agree to accept as notice of the payment due by one of the following methods:

- by telephone when placing a telephone order
- by my (our) submittal of the Order Form when placing an order by mail or fax
- by my (our) submittal of the Customer Agreement with the selection of the Backup Order in Section 5 of the Customer Agreement.
(CPA Sec. H4, App II, Par 11(f))

I (we) acknowledge that The Toronto-Dominion Bank is not required to verify that the debit has been issued in accordance with the particulars of the authorization including the amount and frequency of payments.

I (we) acknowledge that The Toronto-Dominion Bank is not required to verify that any purpose of payment for which the debit was issued has been fulfilled by Melaleuca of Canada, Inc. as a condition to honoring a pre-authorized debit issued or caused to be issued by Melaleuca of Canada, Inc. on my (our) account. (CPA Sec. H4, App II, Par 7)

Revocation of this authorization only terminates the authorization relating to my (our) electronic checking account. My (our) authorization applies only to the method of payment and does not have any bearing on the contract for goods and services exchanged.
(CPA Sec. H4, App II, Par 8)

I (we) acknowledge that delivery of this authorization to Melaleuca of Canada, Inc. constitutes delivery by me (us) to The Toronto-Dominion Bank.
(CPA Sec. H4, App II, Par 12)

iGlide.net Important Information

The cost for the iGlide.net enrollment CD-ROM will be charged to your primary form of payment listed. Additional CD-ROMs may be purchased through Melaleuca. Customers may also enroll free online at www.iGlide.net.

For each customer who signs up using your Referral Number,* you will receive one month's credit toward free internet service. The free internet credit is valid only if the new customer continues with iGlide.net service for 6 consecutive months. Only active Melaleuca Preferred Customers are eligible to earn credits.

Within one calendar month following the month of enrollment, referral credits for iGlide.net internet service will automatically be given to the Melaleuca Enroller. After the month following the month of enrollment, any Preferred Customer may receive credit.

Preferred Customers must pay for the first month of internet service. Credit for free internet service may be used beginning with the second month of service. iGlide.net accepts any major credit card.

You are not considered enrolled in iGlide.net until you have agreed to the iGlide.net terms and conditions found on the CD ROM or on the website, and you have paid for your first month of service. Additional terms and conditions may apply, see details on CD ROM or online at www.iGlide.net.

* Your referral number is your Melaleuca ID number.

Rescission Rights

Please note that you may cancel this agreement even after the expiration period set forth below. Please review the entire Customer Agreement for additional terms and conditions.

For Newfoundland Residents: You may cancel this contract by giving notice of cancellation not later than 10 days after the date on which you signed the contract. In order to cancel this contract, you must deliver a notice of cancellation to Melaleuca of Canada, Inc., 3910 South Yellowstone Highway, Idaho Falls, Idaho 83402-6003, USA. This contract constitutes the entire agreement between the parties and shall prevail over any written or oral representations or statements made by any other party.

For New Brunswick Residents: In accordance with paragraph 17(1)(a) of the Direct Sellers Act, where the purchaser serves written notice of rescission on the direct seller, vendor or salesman within five clear days after the day on which the purchaser entered into the direct sales contract, the direct sales contract is rescinded. In accordance with subparagraph 17(1)(b)(ii) of the Direct Sellers Act, where the purchaser serves a written notice of rescission on the direct seller, vendor or salesman of the vendor within one year after the day on which the purchaser entered into the direct sales contract, and the goods or services to be supplied under the direct sales contract are not supplied to the purchaser within one hundred and twenty days after the day on which the purchaser entered into the direct sales contract, the direct sales contract is rescinded.

For Yukon Residents: You can cancel this agreement by notice in writing within seven days after you signed it. If you do not cancel this agreement within the seven days you may not be able to cancel it afterwards. You can send your notice by registered mail to Melaleuca of Canada, Inc., 3910 South Yellowstone Highway, Idaho Falls, Idaho 83402-6003, USA, or you may deliver it there yourself. You must mail it or deliver it before the end of the seven days. If you cancel it, any money you paid, and any goods you traded in, will be returned to you.

BUYER'S RIGHT TO CANCEL

For Alberta, British Columbia, Manitoba, Ontario, Northwest Territories, Nova Scotia, Prince Edward Island and Saskatchewan Residents: You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office.

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods to the seller.

To cancel you must give a notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax, or by personal delivery.

Address for service in Manitoba:
D'Arcy & Deacon
1200-330 St. Mary Ave.
Winnipeg, MB R3C 4E1

For Residents of Quebec Statement Of Consumer Cancellation Rights (Consumer Protection Act, section 58)

You may cancel this contract for any reason within 10 days after you receive a copy of the contract along with the other required documents.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel the contract within one year. You lose that right if you accept delivery after the 30 days. There are other grounds for an extension of the cancellation period to one year, for example if the itinerant merchant does not hold a permit or has not provided the required security at the time the contract is made, if the goods are never delivered or the services never performed, or if the contract is incorrectly made or worded. For more information, you may seek legal advice or contact the Office de la protection du consommateur.

If you cancel the contract, the itinerant merchant must refund all amounts you have paid, and return the goods received in payment, as a trade-in or on account; if the merchant is unable to return the goods, you are entitled to receive an amount of money corresponding to the value indicated in the contract or the cash value of the goods, within 15 days of cancellation. You also have 15 days to return to the merchant any goods you received from the merchant.

To cancel, you must return the items received from the merchant to the merchant or the merchant's representative, send the merchant the cancellation form or written notice must be sent to the merchant or the merchant's representative at the address indicated on the form, or at any other address indicated in the contract. You must give notice of cancellation by personal delivery or by any other method that will allow you to prove that you gave notice, including registered mail, E-mail, fax and courier.

CANCELLATION FORM (detachable from schedule)

TO BE COMPLETED BY THE MERCHANT	
To:	Melaleuca, Inc.: Data Entry <small>(name of itinerant merchant or representative)</small>
	3910 S. Yellowstone Hwy.
	Idaho Falls, Idaho 83402 <small>(address of itinerant merchant or his representative)</small>
Telephone number of itinerant merchant or representative:	(208) 522-0870
Fax number of itinerant merchant or representative:	1-888-528-2090
Electronic address of itinerant merchant or representative:	N.A.
TO BE COMPLETED BY THE CONSUMER	
Date:	_____ <small>(date on which form is sent)</small>
By virtue of section 59 of the Consumer Protection Act, I hereby cancel the contract	
No.:	_____ <small>(contract number, if any)</small> made on _____ <small>(date of contract)</small>
at	_____ <small>(address where contract was signed by the consumer)</small>
	_____ <small>(name of consumer)</small>
Telephone number of consumer:	(_____) _____
Fax number of consumer:	(_____) _____
Electronic address of consumer:	_____
	_____ <small>(address of consumer)</small>
	_____ <small>(signature of consumer)</small>