

Independent Marketing Executive 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 province in which I enter this Agreement with Melaleuca of Canada.
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 canceled 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 or franchisee of Melaleuca. I further understand and agree that I will not be treated as an employee for United States federal or state or Canadian federal or provincial tax purposes, nor for purposes of the United States Federal Unemployment Tax Act, the United States Federal Insurance Contributions Act, the United States Social Security Act, United States State Unemployment Acts, United States State Employment Security Acts, United States State Workers Compensation Acts, Canadian Federal or Provincial Pension Plan Contributions Acts or Requirements, Canadian Federal or Provincial Unemployment Insurance Acts or Requirements, Canadian Provincial Employment Standards Acts, Canadian Federal or Provincial Worker's Compensation Acts or Requirements, or Canadian Provincial Health Tax Acts or Requirements. I agree to pay all applicable United States federal and state and Canadian federal and provincial 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.
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. I understand that my success as a Marketing Executive is dependent upon my own efforts and skills. I do not anticipate receiving profits 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 Organization Base 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 Preferred Customer Price List according to my status as either a Direct or Preferred Customer.
10. 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.
11. If I fail to pay for products or services 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.
12. 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.
13. 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.
14. 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 checks or other payments from Melaleuca constitutes my acceptance of any such amendments.
15. **My violation of any of the terms of this Agreement or the *Statement of Policies* 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*.**
16. **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, 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.
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 authorized 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 canceled. This Agreement shall not be deemed accepted by Melaleuca until Melaleuca has received the signed original of this Agreement and I have enrolled at least one Customer and received my first commission check.
20. All claims or disputes of any nature between one or more current or former Marketing Executives 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 Marketing Executives and Melaleuca (or its officers or employees) shall be entitled to an award of attorneys' fees and costs.
21. 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.

Please call this information in to Melaleuca, Inc. within 24 hours. To expedite the Independent Marketing Executive Agreement please call: 1 800 262-0600. Then mail the completed application to: 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.