

Melaleuca *The Wellness Company* Independent Marketing Executive Agreement

Complete this Agreement to enroll as an Independent Marketing Executive. If you are not already enrolled as a Customer, you must also complete the Melaleuca Customer Agreement and attach it to this Independent Marketing Executive Agreement.

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

1 New Independent Marketing Executive

APPLICANT'S NAME* (As it should appear on commission & bonus checks)

SOCIAL SECURITY NUMBER

FAX NUMBER

SPOUSE'S NAME (As it should appear on commission & bonus checks)

APPLICANT'S OCCUPATION

If two applicants are listed, check here if you are legally married to each other. Multiple applicants must be legally married husband and wife.

ADDRESS (For mailing of commission & bonus checks & materials)

CITY STATE ZIP

Home Business

E-MAIL ADDRESS:

***If your Melaleuca Independent Business is a Corporation or a Tax Exempt Entity**, you must complete a Melaleuca Corporate Entity Application & Agreement or a Melaleuca Tax Exempt Entity Application & Agreement, as applicable, and attach it as an addendum to this Agreement.

Language Preference: English French Spanish Chinese Korean Other

2 Tools for Success and Income

Set your goal for level of participation

After reading *How Can Melaleuca Enhance Your Life?* my goal is to participate at the following level:

1 2 3 4 5

I understand that Melaleuca does not guarantee the success of my business or the income, if any, that I might earn. I understand that my success will depend on my own efforts, skills and productivity.

Send me my Melaleuca Business Kit!

The cost to enroll as a Marketing Executive is \$29.00 (plus applicable sales tax). You'll receive a Melaleuca Business Kit or CD and other literature, including a subscription to Melaleuca's monthly publications, to familiarize you with and keep you up to date on Melaleuca's programs and products.

Please choose one of the following:

\$29.00 Melaleuca Business Kit \$29.00 Melaleuca Business Kit on CD ROM
 \$49.00 Melaleuca Business Kit and Melaleuca Business Kit on CD ROM

My method of payment: Please include appropriate sales tax and shipping and handling charges.

1. Charge my account as indicated on my Customer Agreement
 Visa Mastercard Discover/NOVUS Electronic Checking

2. I have attached a check in the amount of \$ _____

OR 3. I have already ordered/received Business Kit # _____

Assisted By

X _____

(Leave blank unless someone other than the Enroller has assisted in the enrollment of a new Customer and sale of the Value Pack or Career Pack and will receive the Value Pack or Career Pack Commission.)

Assist Customer No.

3 Career Pack & Value Pack

Marketing Executives who start out with the Career Pack or Value Pack have a big advantage: *product knowledge*. Nothing builds a business like product knowledge. You can share products with belief, enthusiasm and first-hand experience.

Within two months following the month of enrollment, you can purchase a Melaleuca Career Pack or Value Pack at an incredible value of 30% off the regular Preferred Customer price! Now Marketing Executives may purchase a total of two Melaleuca and two Nicole Miller Value or Career Packs. Order yours today—and start tapping into Melaleuca value.

Send me the Career Pack—over \$120 savings!

This treasure trove of products gives you a "Melaleuca household" and puts you in business, too! Includes everything in the Value Pack plus additional nutritional, pharmaceutical, dental care, personal care and home hygiene products and sales aides!

\$299 U.S. 140 BP

Send me the Value Pack—over \$80 savings!

Start your "Melaleuca household"—and save money—with a wide variety of products from each of Melaleuca's product lines: nutritional, pharmaceutical, dental care, personal care, and home hygiene.

\$199 U.S. 100 BP

Send me the Nicole Miller Career Pack—over \$60 savings!

This pack is your essential start to a successful business. You'll receive the complete Nicole Miller Skin Care line at a price far below the Preferred Customer price, plus all the tools you'll need to introduce the products to potential customers.

\$299 U.S. 140 BP

Send me the Nicole Miller Value Pack—over \$50 savings!

Experience the products for yourself and discover the uniqueness of Nicole Miller Skin Care with this personalized pack. Pick and choose products to customize your skin-care routine at a specially discounted price.

\$199 U.S. 100 BP

My method of payment: Please include appropriate sales tax and shipping and handling charges.

1. Charge my account as indicated on my Customer Agreement

Visa Mastercard

Discover/NOVUS Electronic Checking

OR 2. I have attached a check in the amount of \$ _____

4 Signature

I understand that I am not a Melaleuca Independent Marketing Executive until:

1. Melaleuca has received and accepted this Agreement,
2. I have Customers or Marketing Executives within my Marketing Organization, and
3. I receive my first commission check.

By signing this form I apply to become a Melaleuca Independent Marketing Executive. I certify that I am at least 18 years of age and I acknowledge that I have carefully read and I agree to all the terms and conditions on the front and back of this Independent Marketing Executive Agreement, the Melaleuca Compensation Plan and the Melaleuca Statement of Policies.

X _____

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

X _____

Spouse's Signature (if applicable) Date

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. Cancellation notices must be mailed (not faxed) to: Melaleuca, Inc., 3910 S. Yellowstone Hwy., Idaho Falls, ID 83402-6003.

Mail white copy to Melaleuca, Inc. • Customer keeps yellow copy • Enroller keeps pink copy

©2002 Melaleuca, Inc. Stock #625 Printed in USA Rev. 10/02U

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 state in which I enter this Agreement with Melaleuca.
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 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. 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.
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. Cancellation notices must be mailed to: Melaleuca, 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 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.