

# MONA·VIE UNITED STATES

# MONAVIE NEW ENROLLMENT DEPARTMENT

Fax your information to 1-800-630-8557

Should the MonaVie New Enrollment Team need to contact you regarding this faxed enrollment page, please provide that contact information below.

NAME		
TELEPHONE NUMBER		
TELLITIONE NOMBER		
EMAIL ADDRESS		
LITTO IL I IDDILLOO		

Please allow 24 hours for your faxed enrollment to be processed.

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# DISTRIBUTOR APPLICATION

#### APPLICATION INFORMATION

APPLICANT NAME (Last, First, Middle)		SOCIAL	SECURITY NUMBER		DATE OF	BIRTH	
DAY PHONE	CELL/FAX			E-MAIL			
CO-APPLICANT NAME (Last, First, Midd	lle)	SOCIAL	SECURITY NUMBER	(optional)	CO-APPLIC	CANT DATE C	F BIRTH
NAME OF BUSINESS ENTITY				EIN or Fed	ID No.		
SHIPPING ADDRESS			CITY/PROVINCE	STATE	:/COUNTRY	ZIP/POSTAL	L CODE
BILLING ADDRESS (if different)		(	CITY/PROVINCE	STATE	-/COUNTRY	ZIP/POSTAL	L CODE
SPONSOR INFORMATION	1						
Sponsor's Name	Phone			Sponsor's I	D Number		
PLACEMENT INFORMATION	DN (Placement Na	me and ID	Number optio	nal)			
Based on the information provio number provided below. If no PI on the Left or Right side of your	acement Name or ID	is provided in					
					CHOOSE ON	1E L	R
PLACEMENT NAME		PLACEMENT ID	NUMBER		(Required)		
APPLICATION FEE PAYMEI	NT						
SUBTOTAL	SALES TAX	S	HIPPING		TOTAL \$		
I understand the only financial requirement to demonstration materials and company inform with becoming a Distributor are optional. In fee and the \$20 renewal fee to my credit ca	nation produced by MonaVie. addition, a yearly renewal fee o	I understand this kit of \$20 is required to	does not contain comn o continue as a MonaVi	nissionable produc le Distributor. I auth	ts, and any products orize MonaVie to ch	purchased in co	onnectio
Check Number □ Visa	☐ MasterCard ☐ Disco	over 🗖 AMEX	last 3-digit number	located on the back of	MasterCard, and Discove f your card on or above the FRONT above the e	your signature line	. For an
credit card number		cvv code		expirati	on date		
name (as shown on card)		signature (	of cardholder		do	ite	
TERMS AND CONDITION	ς						
I have read and agree to the Terms and Cor		with the return pol	icv described in the cor	mpany's Policies ar	nd Procedures There	by garee to be	bound

X

by the Terms and Conditions, which by reference are fully incorporated into this agreement. I certify that I am the age of majority and am legally able to enter into this contract. I

have read and agree to the Company's Policies and Procedures and agree to the terms contained therein.

### CERTIFICATION

In connection with my application and agreement to become a distributor for MonaVie LLC ("MonaVie"), I hereby certify that:

1. I have never been a distributor for Amway Corporation and/or Quixtar Corporation or any of their respective subsidiaries or affiliates (collectively "Amway").

Or,

- 2. I have been a distributor for Amway, but my status as an Amway distributor ended (whether by non-renewal, resignation, or termination) at least six months ago.
- 3. In addition, if I have been a distributor in the past with Amway, then I further certify that:
  - a) I have not violated any non-competition, non-solicitation, or confidentiality agreement entered into with Amway or any other organization or entity, and by becoming a distributor for MonaVie will not be violating any agreement or contract, including non-competition, non-solicitation, or confidentiality agreement entered into with Amway or any other organization or entity.
  - b) I will not solicit or attempt to entice any person who is or has been an Amway distributor to become a MonaVie distributor.
  - c) I am not bringing and will not use any confidential information or trade secrets obtained from Amway, including, but not limited to, all Amway Line of Sponsorship information as defined in Amway's Business Rules and Regulations Rule 4.27.1 (the "Amway Data Management Rule"), and any distributor list or distributor source list.
  - d) I will continue to observe the confidentiality and non-solicitation provisions of Amway Data Management Rule 4.27 and Amway Rule 6.5.5.
  - e) I approached MonaVie, New Horizon Association, or another MonaVie distributor about becoming a MonaVie distributor and requested to become a MonaVie Distributor. Neither MonaVie, New Horizon Association, nor any other MonaVie distributor (or any of their agents, employees, managers, members, or affiliates) has approached or solicited the undersigned about becoming a MonaVie distributor.

signature date

#### TERMS AND CONDITIONS

- 1. I understand that as a MonaVie LLC ("MonaVie") Distributor:
  - a. I have the right to offer for sale MonaVie products and services in accordance with these Terms and Conditions.
  - b. I have the right to enroll persons in MonaVie.
  - c. If qualified, I have the right to earn commissions pursuant to the MonaVie Marketing and Compensation Plan.
- I agree to present the MonaVie Marketing and Compensation Plan and MonaVie products and services as set forth in official MonaVie literature.
- 3. I agree that as a MonaVie Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of MonaVie. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF MonaVie FOR ANY PURPOSE.
- 4. I have carefully read and agree to comply with the MonaVie Policies and Procedures and the MonaVie Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or royalties from MonaVie. I understand that these Terms and Conditions, the MonaVie Policies and Procedures, or the MonaVie Marketing and Compensation Plan may be amended at the sole discretion of MonaVie, and I agree to abide by all such amendments. Notification of amendments shall be posted on the MonaVie website. Amendments shall become effective 30 days after publication. The continuation of my MonaVie business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- 5. The term of this Agreement is one year (subject to prior cancellation as provided in the Policies and Procedures). If I fail to annually renew my MonaVie business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell MonaVie products and services nor shall I be eligible to receive royalties, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. MonaVie reserves the right to terminate all Distributor Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to MonaVie at its principal business address. MonaVie may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.
- 6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of MonaVie. Any attempt to transfer or assign the Agreement without the express written consent of MonaVie renders the Agreement voidable at the option of MonaVie and may result in termination of my business.
- 7. I understand that if I fail to comply with the terms of the Agreement, MonaVie may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or royalties, whether or not the sales for such bonuses or commissions have been completed.
- 8. MonaVie, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release MonaVie and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release MonaVie and its affiliates from all liability arising from or relating to: (a) any Distributor's breach of this Agreement or the Policies and Procedures; (b) the promotion or operation of a

- MonaVie business by a Distributor and any activities related to it, including, but not limited to, the presentation of MonaVie products or the MonaVie Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and agree to indemnify MonaVie for any liability, damages, fines, penalties, or other; (c) any incorrect data or information provided by a Distributor to MonaVie; (d) a Distributor's failure to provide any information or data necessary for MonaVie to operate its business; or (e) awards arising from any unauthorized conduct that I undertake in operating my business.
- 9. The Agreement, in its current form and as amended by MonaVie at its discretion, constitutes the entire contract between MonaVie and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- 10. Any waiver by MonaVie of any breach of the Agreement must be in writing and signed by an authorized officer of MonaVie. Waiver by MonaVie of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
- 11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
- 12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. All disputes and claims relating to MonaVie, the Distributor Agreement, the MonaVie Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Distributor and MonaVie, or any other claims or causes of action relating to the performance of either an independent Distributor or MonaVie under the Agreement or the MonaVie Policies and Procedures shall be settled totally and finally by arbitration in Salt Lake City, Utah, or such other location as MonaVie prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party all costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent MonaVie from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- 13. The parties consent to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. Louisiana residents: not withstanding the foregoing, Louisiana residents may bring an action against MonaVie with jurisdiction and venue as provided by Louisiana law.
- 14. If a Distributor wishes to bring an action against MonaVie for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against MonaVie for such act or omission. Distributor waives all claims that any other statutes of limitations apply.
- 15. I authorize MonaVie to use my name, photograph, personal story and/ or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
- 16. A faxed copy of the Agreement shall be treated as an original in all respects.
- 17. Montana residents: A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.

NOTICE	OF	RIGHT TO	CANICEL

DATE of Transaction:
You may CANCEL this transaction, without any penalty or obligation, within SEVEN BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, to MonaVie, 10855 South River Front Parkway, Suite 100, South Jordan, Utah 84095, NOT LATER THAN MIDNIGHT of the seventh business day following the date set forth above.

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# $M O N \Lambda \cdot V I E$

# AUTOSHIP PROGRAM (ASP)

<ul><li>I/we choose not to participate in the Au</li><li>I/we do not want an initial order.</li></ul>	toShip Program (A	SP) at this tim	e. Distributor ID Number			
Set up an automatic order for my/our di receive my designated order every four			Last Name			
none Number			First Name			
Fax Number			Business Name	If different from applicant name		olicant name
EP 2 Place your four-week	rolling Auto	Ship orde	er			
Use the current Price List to customize your AutoShip order. Setting up your	Item No.	Qty	Product Name		PV	Wholesale
AutoShip ensures that you will eceive product automatically every four weeks. Remember,						
n order to stay active and eligible for full commissions, you must have 100 PV every						
our weeks.				TOTAL		
TEP 3 Place your initial order Your initial order can differ from your AutoShip order. Simply enter the items you wish to receive on your initial order here.	Item No.	Qty	Product Name		PV	Wholesale
				TOTAL		
order here.	ion			TOTAL		
erder here.  EP 4 Select a payment opt		asterCard	□ Discover □ AMEX	TOTAL		
erder here. EP 4 Select a payment opt		asterCard	☐ Discover ☐ AMEX  Expiration date	TOTAL		
EP 4 Select a payment opt  Option A: (check one)  Credit card number		asterCard		TOTAL		Date
TEP 4 Select a payment opt  ☐ Option A: (check one)  Credit card number  me (as shown on card)  ☐ Option B: (ACH) Automate	Visa M	ouse transfe	Expiration date	L	or initial	
□ Option B: (ACH) Automate Attach voided check	Visa M	ouse transfe	Expiration date  Signature of cardholder <b>X</b> er from my/our bank account.	L	or initial	
order here.  FEP 4 Select a payment opt  ☐ Option A: (check one)  Credit card number  □ mme (as shown on card)  ☐ Option B: (ACH) Automate	Visa M	ouse transfe	Expiration date  Signature of cardholder <b>X</b> er from my/our bank account.	available fo	or initial	

All orders are subject to the local sales tax of your region, which will be added to the order total. Shipping and handling charges will also be added. AutoShip Program orders are billed on a four-week rolling cycle. See the four-week AutoShip calendar to determine when charges will occur. To change any detail pertaining to your ASP order, the request must be received by the Company, in writing and signed by the distributor, three business days prior to the beginning of the next four-week cycle.

# $\mathbf{M} \mathbf{O} \mathbf{N} \mathbf{\Lambda} \cdot \mathbf{V} \mathbf{I} \mathbf{E}$

# ACH TRANSFER APPLICATION

# DISTRIBUTOR INFORMATION SSN or Tax ID No. Mailing Address First Name City Last Name State/Province Zip/Postal Phone Number Country AUTOMATED CLEARING HOUSE (ACH) INFORMATION I/we do not want to miss a monthly order or commission check. You are hereby authorized (until otherwise instructed) to deduct the amount of my monthly AutoShip order by electronically transferring the funds (ACH transfer) from my/our bank account. ☐ Checking ☐ Savings Name on Account Account Number Bank Name Bank Routing Number Bank Address Bank Swift Number Applicant's Fax Number City State Country Date Signature on Account X Signature on Account X

ACH Payment (U.S. only) - Complete information above In addition to my automatic order, I/we authorize the company to pay for all our orders by electronically transferring funds (ACH transfer) from my/our bank account.

#### BANK DRAFT INFORMATION

By requesting ACH transfer on this agreement and on the distributor AutoShip Program (ASP) form, it is understood that:

- 1. I/we agree the Company is hereby authorized and shall debit my/our account for orders shipped on the date of payment.
- 2. I/we agree to maintain sufficient funds in my/our account to cover the automatic payments.
- 3. In the event sufficient funds are not in my/our account to cover the automatic payment, the company may stop shipment in route, and may refuse to accept any other further orders until payment on such debit is received.
- 4. I/we shall indemnify and hold the Company harmless from any and all liability which may arise out of the company's initiating an authorized debit to my/our account, except the liability to ship the product as ordered.

It is understood that all debit (ACH transfer) entries initiated by the COMPANY pursuant to this agreement shall be subject to the following provisions:

- 1. The Company will notify Customers in writing no less than thirty (30) days in advance of changing the amount debited to the Customer's account. Similarly, if any change is made by the Company in the date of the billing cycle, the Company shall, no less than thirty (30) days prior to change, notify the Customer in writing of the new date. The provision will not apply if the Customer has authorized the initiation of a single entry to his account or if the Customer has agreed that entries representing indebtedness to his account may be debited at any time after indebtedness is incurred.
- 2. Customers may, by notice to Bank, stop payment of any entry initiated, or that is to be initiated, by Company to Customer's account pursuant to this agreement. However, such notice must be received by Bank in such time and in such manner as to afford Bank a reasonable amount of time to act on it. An oral notice shall be binding on Bank only for fourteen (14) calendar days unless confirmed in writing within that period.
- 3. If any entry is erroneously initiated by Company to Customer's account, Customer shall have the right to request that the amount of such entry be credited to such account by Bank within fifteen (15) calendar days following the date on which Bank sent or made available to Customer a statement of account or notification pertaining to such entry. Customer shall send or deliver to Bank a written notice identifying such entry, stating that such an entry was made in error, and requesting Bank to credit the amount thereof to such account.

10855 SOUTH RIVER FRONT PARKWAY SUITE 100 • SOUTH JORDAN, UTAH • 84095 • Phone: 866.217.8455 Fax: 801.748.3200