



# M O N A • V I E

## HONG KONG INDIVIDUAL DISTRIBUTOR APPLICATION

### MONAVIE NEW ENROLLMENT DEPARTMENT

Fax your information to +1-801-748-3202

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

NAME

TELEPHONE NUMBER

EMAIL ADDRESS

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

Amended

Distributor ID No. \_\_\_\_\_

### APPLICANT INFORMATION

LAST NAME	FIRST	MIDDLE INITIAL
IC NUMBER		
DATE OF BIRTH (dd/mm/yyyy)		

### SPOUSE INFORMATION

LAST NAME	FIRST	MIDDLE INITIAL
IC NUMBER		
DATE OF BIRTH (dd/mm/yyyy)		

CELL PHONE	SPOUSE CELL PHONE	HOME PHONE	FAX	
EMAIL ADDRESS				
BILLING ADDRESS	NO. & STREET	FLR/APT/BLDG	TOWN	POST CODE
SHIPPING ADDRESS (if different from billing address)	NO. & STREET	FLR/APT/BLDG	TOWN	POST CODE

### SPONSOR INFORMATION

SPONSOR'S NAME	PHONE	SPONSOR'S ID NUMBER
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### PLACEMENT INFORMATION

PLACEMENT NAME	PLACEMENT ID NUMBER
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CHOOSE ONE  
(Required)

 L

 R

If the placement you've requested has been taken, you will be placed in the next available position on the leg you have indicated above.

### VIRTUAL OFFICE (TEMPORARY) PASSWORD\*

\* Allows you to access your Virtual Office upon enrollment. When you log in, you may change the temporary password.

### ACKNOWLEDGEMENT

I understand there is no financial requirement to become a MonaVie distributor. Once my application is accepted, I understand I may access a distributor kit online that contains sales and demonstration materials and that I will be entitled to all services MonaVie provides to its distributors. Any product purchase in connection with becoming a distributor is optional.

**IMPORTANT NOTICE:** MonaVie Distributors are prohibited from listing, marketing, advertising, promoting, discussing, or selling any MonaVie product, service or the business opportunity on any website or online forum that offers auction as a mode of selling (e.g., eBay, Amazon). Please refer to Section 4.4.2 of our Distributor Policies and Procedures for complete details. By signing below, you acknowledge receipt of this formal warning. Those found to be in violation of this policy are subject to penalties without further notice, up to and including termination of their MonaVie Distributor account.

By checking this box, I agree that I have read MonaVie's online sales policy as described, and will comply with the same. I understand that failure to abide by this policy may result in penalties without further notice, up to and including termination of my MonaVie Distributor account.

### TERMS AND CONDITIONS

I have read and agree to the Terms and Conditions herein and the Policies and Procedures and agree to be bound by them. The Policies and Procedures are fully incorporated into this agreement by reference. I certify that I am the age of majority and am legally able to enter into this contract.

X	signature	date	X	signature	date
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# MONA·VIE

LAST NAME (please print)	FIRST	MIDDLE INITIAL	DISTRIBUTOR ID NO. (if known)
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## 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 PRICE
			TOTAL*	

\* Total does not include shipping.

VISA    MASTERCARD    AMEX

CREDIT CARD NUMBER		CVV/CID CODE	EXPIRY DATE
NAME (as shown on card)		SIGNATURE OF CARDHOLDER†	
BILLING ADDRESS		NO. & STREET	FIR./APT./BLDG
		TOWN	POST CODE
SHIPPING ADDRESS (if different from billing address)		NO. & STREET	FIR./APT./BLDG
		TOWN	POST CODE

† I certify that this signature is mine and that I am the cardholder named herein. I authorize MonaVie to charge my card for the initial order.

## AUTOSHIP PROGRAM

This optional, stress-free program allows you to establish a recurring order with MonaVie. Your product will be delivered to you every 28 days at the wholesale price. Your first AutoShip order will be shipped and billed 28 days from your initial order. Subsequent AutoShip orders will be shipped and billed on a 28 day rolling cycle. Any change to your AutoShip order must be submitted to the company not less than three business days prior to your next AutoShip order.

ITEM NO.	QTY.	PRODUCT NAME	PV	WHOLESALE PRICE
			TOTAL*	

\* Total does not include shipping.

## AUTOSHIP PAYMENT OPTIONS

<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMEX	
CREDIT CARD NUMBER	EXPIRY DATE (mm/yy)
BILLING ADDRESS	NO. & STREET
	FIR./APT./BLDG
	TOWN
	POST CODE
NAME (as shown on card)	SIGNATURE OF CARDHOLDER†
	x

† I certify that this signature is mine and that I am the cardholder named herein. I authorize MonaVie to charge my card for this and subsequent AutoShip orders.

## AUTOSHIP DELIVERY INFORMATION SAME AS INITIAL ORDER   OR   FILL IN BELOW

NAME				
ADDRESS	NO. & STREET	FIR./APT./BLDG	TOWN	POST CODE

## CERTIFICATION

In connection with my application and agreement to become a distributor for MonaVie ("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

X

date

## TERMS AND CONDITIONS

I hereby submit my Application to become an independent distributor of MonaVie products. My application and this Agreement become effective on the date accepted by MonaVie. MonaVie may accept or refuse my Application at its own discretion. I certify that I am old enough to enter into an enforceable contract in my jurisdiction of operation.

1. Parties. I understand that I am contracting with MonaVie Hong Kong Ltd. ("MonaVie Hong Kong") for the purchase of its products; and with MonaVie, LLC ("LLC") for the promotion of certain sales as described below; and with MonaVie Exporting, Inc. ("MonaVie Exporting") for the promotion of certain sales as described below. Hereinafter, MonaVie Hong Kong, LLC and MonaVie Exporting may be referred to collectively as "MonaVie."
2. Agreement. Unless otherwise defined herein, all capitalized terms shall have the same meaning assigned to such terms in the Policies and Procedures. The term "Agreement" shall mean the Distributor Application, the Compensation Plan, and the Policies and Procedures and any country or situation-specific addendum(s) thereto, and any other written agreement between the Distributor and MonaVie. I hereby agree to be bound by the Agreement.
3. Compliance with Laws. I agree to comply with all applicable laws relevant to conduct of my activities as an independent Distributor under this Agreement. In particular (but without limitation), I must not make any actual or potentially misleading or deceptive claims in relation to commissions and other rewards that might be derived from conducting activities as an independent distributor of MonaVie, or in relation to MonaVie Hong Kong products.
4. Distributor Rights. I understand that as an independent Distributor of MonaVie Hong Kong, I have the right (but not the obligation) to:
  - a. buy from MonaVie Hong Kong and offer for re-sale MonaVie Hong Kong products in accordance with these Terms and Conditions in such manner as MonaVie may from time to time allow in relation to its independent Distributors generally and only on a direct selling basis and not through retail outlets except to the extent from time to time permitted by MonaVie;
  - b. recommend persons for acceptance as MonaVie independent Distributors (subject to acceptance by MonaVie);
  - c. if qualified, earn bonuses and other rewards pursuant to the Compensation Plan that will be awarded on the same basis as it allows to its distributors generally in respect of legitimate sales of MonaVie Hong Kong products, and not in respect of the mere introduction of new distributors to MonaVie.
5. AutoShip. I may choose to have Product sent to me monthly on an automatically processed order (AutoShip). To change any detail pertaining to my AutoShip order, the request must be received by MonaVie (not an upline Distributor) in writing, signed by me. All orders are subject , which will be added to the order total. Shipping & handling charges will also be added. The credit card or bank draft listed on the Distributorship will automatically be charged for this order. Orders with declined bank drafts, or orders with declined or expired credit cards may not be processed. Attempts may be made by MonaVie to reprocess the order should a credit card decline; however, MonaVie makes no assurances that these attempts will be made. If a credit card is due to expire, a notice may be printed on the AutoShip invoice prior to expiration; however, I agree to be responsible for providing current payment. If an order cannot be processed due to payment difficulties, MonaVie will not be held responsible for personal volume shortfalls.
6. Independent Contractor. 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.
7. Bonus Payments. I understand that I must not be in breach of the Agreement to be eligible to receive Bonuses pursuant to the Compensation Plan.
  - a. LLC has the responsibility to promote the sale of Products within the United States. To the extent that commissionable sales occur where Products are delivered for purchase inside the United States, Bonuses on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, LLC.
  - b. MonaVie Exporting, a MonaVie affiliated entity, has the responsibility to promote the sale of Products internationally. To the extent that commissionable sales occur where Products are delivered for purchase outside of the United States, commissions on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, MonaVie Exporting or its assigns. Nevertheless, for administrative convenience, Bonuses paid under the Compensation Plan generally should be issued on a single check or similar instrument or transaction, combining, for my convenience, the Bonuses earned by both U.S. and non-U.S. sales.
8. Amendments. MonaVie may be required to amend the Agreement from time to time. MonaVie agrees to notify me of the amendments, which I may accept or reject. If I reject the amendments, I agree that MonaVie has no obligation to renew the Agreement when its term expires.
9. Term and Termination. The term of this Agreement is one year, subject to earlier termination in accordance with this Agreement or in accordance with law. If this agreement is not renewed, or if it is terminated for any reason, I understand that my right to sell MonaVie products and receive bonuses in respect of my activities as an independent Distributor will cease. MonaVie reserves the right to terminate this Agreement at any time upon 30 days notice if MonaVie elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products via direct selling channels, or at any time upon not less than 7 days notice and without further notice if the independent Distributor breaches this Agreement and fails to remedy the breach before the end of the notice period. I may cancel this Agreement at any time, and for any reason, upon written notice to MonaVie at [cancel@monavie.com](mailto:cancel@monavie.com).
- 10.No Assignment. 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.
- 11.Release and Indemnification. To the maximum extent permitted by law, MonaVie Hong Kong, 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) my or any other Distributor's breach of the Agreement ; (b) the promotion or operation of a MonaVie business by me or any other Distributor and any activities related to it, including, but not limited to, the presentation of MonaVie Hong Kong products or the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and agree to indemnify MonaVie Hong Kong and its affiliates for any liability, damages, fines, penalties, or other; (c) any incorrect data or information provided by me or any other Distributor to MonaVie; (d) my or any other 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. I further agree to indemnify MonaVie for any liability, damages, fines, penalties or other awards arising from any unauthorized conduct that I undertake in operating my MonaVie business.

12. License to Use Certain Intellectual Property. LLC grants to me a non-exclusive, royalty free, revocable license to use the intellectual property in MonaVie's name, trade marks (whether registered or unregistered), and other intellectual property rights in any materials or documents pertaining to the subject matter of this Agreement for the purpose of promoting the MonaVie Hong Kong products and sourcing potential customers. I agree that LLC may impose restrictions on my use of MonaVie's name, trade names and trademarks, logos and other intellectual property and advertising in order to protect the rights, reputation and image of MonaVie, provided that such restrictions are applied to all distributors generally. I also agree to not apply singly or in association with any other party for registration of any intellectual property owned by MonaVie capable of registration but not registered and to give all reasonable assistance, at MonaVie's reasonable cost, to assist MonaVie to register any such intellectual property.
13. Entire Agreement. The Agreement, in its current form and as amended by MonaVie constitutes the entire contract between MonaVie and myself. Subject to section 7 above, any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
14. Waiver. Any variation or 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.
15. Severability. 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.
16. Delays. MonaVie is not responsible for delays in the performance of its obligations under this Agreement when performance is made commercially impracticable due to circumstances beyond its reasonable control.
17. Governing Law. 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.
18. Dispute Resolution. All disputes and claims relating to MonaVie, the Agreement, or any other claims or causes of action relating to the performance of me or another Distributor shall be settled totally and finally by arbitration as set forth in the Policies and Procedures. 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.
19. Jurisdiction and Venue. 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.
20. Limitation of Action. 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.