



M O N A • V I E

NEW ZEALAND BUSINESS DISTRIBUTOR APPLICATION

MONAVIE NEW ENROLLMENT DEPARTMENT

Fax your information to 0800-44-4822 (toll-free)

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

BUSINESS NAME	
IRD NUMBER	
DATE OF INCORPORATION/ORGANIZATION (mm/dd/yyyy)	

PRIMARY PHONE	SECONDARY PHONE
EMAIL ADDRESS	

MAILING ADDRESS		
CITY	SUBURB	POSTAL CODE
SHIPPING ADDRESS (if different from mailing address)		
CITY	SUBURB	POSTAL CODE

PRINCIPAL/PARTNER INFORMATION

LAST NAME		FIRST	MIDDLE INITIAL
IRD NUMBER		TITLE	
DATE OF BIRTH (mm/dd/yyyy)		SIGNATURE	

LAST NAME		FIRST	MIDDLE INITIAL
IRD NUMBER		TITLE	
DATE OF BIRTH (mm/dd/yyyy)		SIGNATURE	

LAST NAME		FIRST	MIDDLE INITIAL
IRD NUMBER		TITLE	
DATE OF BIRTH (mm/dd/yyyy)		SIGNATURE	

The following persons must complete the Principal/Partner Information: 1) if a corporation, all shareholders, directors, and officers; 2) if a Ltd., all managers and members; and 3) if a partnership, all general and limited partners. Include additional pages if necessary.

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 properly incorporated/organized, in good standing, and authorized to enter into this contract.

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1. I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
2. The beneficial owner is not a U.S. person, and
3. The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income.

I am a: Ltd. partnership other _____

<input checked="" type="checkbox"/>	signature	date	<input checked="" type="checkbox"/>	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 does not include applicable shipping.			TOTAL*	

VISA MASTERCARD DISCOVER AMEX

CREDIT CARD NUMBER	CVV/CID CODE	EXPIRY DATE
NAME (as shown on card)	SIGNATURE OF CARDHOLDER†	
MAILING ADDRESS	CITY	POSTAL CODE
	SUBURB	
SHIPPING ADDRESS (if different than above)	CITY	POSTAL CODE
	SUBURB	

† 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 does not include applicable shipping.			TOTAL*	

AUTOSHIP PAYMENT

[CHECK ONE] <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX	
CREDIT CARD NUMBER	EXPIRY DATE (mm/yy)
MAILING ADDRESS	CITY
	SUBURB
	POSTAL 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
CITY
SUBURB
POSTAL 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").

And,

2. 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 duly organized under the laws of New Zealand and am in good standing.

1. Parties. I understand that I am contracting with MonaVie New Zealand ("MonaVie New Zealand") 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 New Zealand, 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 me and the Company. I hereby agree to be bound by the Agreement
3. Rights. I understand that as a MonaVie independent distributor, I have the right (but not the obligation) to:
 - a. buy products from MonaVie New Zealand 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 a distributor of MonaVie New Zealand (subject to acceptance by MonaVie New Zealand);
 - 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 New Zealand products, and not in respect of the mere introduction of new distributors to MonaVie New Zealand.
4. 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 Bonuses and other rewards that might be derived from conducting activities as an independent distributor of MonaVie New Zealand, or in relation to MonaVie New Zealand products.
5. Independent Contractor. I agree that as a MonaVie independent distributor I am an independent contractor, and not an agent, 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 and that MonaVie shall not be responsible for any sick leave, or similar matters. This is not a contract for the supply of services or the performance of any work by me.
6. Payments. I understand that Bonuses will be paid in accordance with the then current Compensation Plan and that I must not be in breach of agreement to be eligible for payment. I understand that MonaVie may suspend or revoke payment if I am in breach of any term or condition of the Agreement and may also debit my account if I owe money.
7. Refunds and Product Returns. I agree that if I resell Product directly to a customer, I will adhere to MonaVie Zealand's 100% satisfaction guarantee policy and shall provide the customer a full refund of all monies paid if the customer returns the product to me within thirty (30) days of the sales transaction. MonaVie New Zealand agrees to replace to me up to one-half of the used portion of the returned product.
8. Adjustments to Bonuses. When a product is returned to MonaVie New Zealand for a refund, the bonuses attributable to the returned product(s) will be deducted from the Bonus period in which the refund is given, and continuing every pay period thereafter until the Bonus is recovered from the distributors who received Bonuses on the sales of the refunded products.
 - a. LLC has the responsibility to promote the sale of Products within the United States. To the extent that rewardable 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 rewardable sales occur where Products are delivered for purchase outside of the United States, Bonuses 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 cheque or similar instrument or transaction, combining, for my convenience, the Bonuses earned by both U.S. and non-U.S. sales.
9. 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, the Agreement will remain in full force and effect until the end of its then current term or earlier termination of the agreement.
10. 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 New Zealand 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 terminate this agreement at any time, and for any reason, upon written notice to MonaVie at cancel@monavie.com or its principal business address.
11. Assignment. I may not assign any rights under this agreement without the prior written consent of MonaVie, but may, at my own expense, engage or employ others to conduct, or assist me in conducting my activities as an independent distributor.
12. 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, my phoned request or my written request (from my email account of record or via regular mail and signed by me) must be received by MonaVie 72 hours in advance of the next shipment. All orders are subject to GST, which is included in the total price of the product. Shipping & Handling charges will also be added. The credit card 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.
13. Release and Indemnification. To the maximum extent permitted by law, 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 or arising from the promotion or operation of my MonaVie business and any activities related to it, except such as relate to the inherent quality and fitness of MonaVie New Zealand's products for which MonaVie New Zealand is responsible. I further agree to release to the maximum extent permitted by law MonaVie and its affiliates from all liability arising from or relating to: (a) my breach of this agreement; (b) the promotion or operation of my MonaVie business and any activities related to it, including, but not limited to, the presentation of MonaVie New Zealand products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and agree to indemnify MonaVie and its affiliates for any liability, damages, fines, penalties; (c) any incorrect data or information provided by me to MonaVie; (d) my 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.
 14. Termination. Upon termination of this agreement for any reason I shall immediately discontinue any use of MonaVie materials which are authorised only for use by distributors, upon request by the MonaVie return to MonaVie any printed materials or literature furnished or made available by MonaVie for the exclusive use of its distributors, and do such other acts and things as MonaVie may reasonably require to eliminate any identification or representation of me as a distributor associated with MonaVie.
 15. Packaging and Labeling. I agree to refrain from relabeling or repackaging any MonaVie products.
 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. Entire agreement. The Agreement 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 contractual force or effect.
 18. Waiver. Any variation or waiver of any breach of this Agreement must be in writing and signed by or on behalf of both parties (in the case of variation), or by or on behalf of the party against whom any waiver is sought to be relied upon. Any waiver of any breach of this agreement shall not operate or be construed as a waiver of any subsequent breach.
 19. 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.
 20. A faxed copy of the Agreement shall be treated as an original in all respects.
 21. 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 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.
 22. 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. In the event of a dispute, the prevailing party shall be reimbursed attorney's fees and reasonable travel and accommodation costs by the other party.
 23. 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.