ISAGENIX

Independent Associate / Preferred Customer Enrolment Application & Agreement - Australia

Isagenix® (Asia Pacific) Australia Pty Ltd
ABN: 31 122 975 357
Toll Free Australia: 1300 651 979
PO Box 321, North Ryde, NSW 1670
Email: CustomerServiceANZ@isagenixcorp.com

Applicant Information

PLEASE PRINT CLEARLY

Applicant Name (Given Name, Surname)

Mailing Address (Unit No., Street No., Street Name)

Suburb State

Postcode Country

Shipping Address (Unit No., Street No., Street Name)

Suburb State

Postcode Country

Date of Birth (DD/MM/YY) Licence Number

Mobile

Home Phone

Email address

Select a Username (All lowercase, one word, min. 7 characters)

Password

Your Sponsorship Information

Sponsor's Name (Given Name, Surname)

Sponsor's Phone Number Isagenix ID Number

Placement Information

(To be completed by sponsor)

Please indicate which team, the new Associate should be enrolled under.

☐ Left Team ☐ Right Team

OR, place in a specific position in the tree beneath:

Associate ID# ☐ Left ☐ Right

Your First Order/Your Autoship Order

☐ **Annual Membership — $50**
Includes first-year access to personalised website and Online Back Office (Non-refundable). Annual fee is included in any Business or Starter Pak purchased at the time of enrolment.

☐ **Discounted Annual Membership — $25**
To enjoy this discounted fee, you must enrol with Autoship.

Autoship Rewards, is a free convenient service that ships your favourite Isagenix products and programs to you every 30 days. Plus, you'll always get the lowest prices and access to exclusive bonuses, incentives and promotions.

☐ I want my Autoship order shipped to me every 30 days.

☐ Start my Autoship on this date: _____ / _____ / _____

☐ No, I prefer not to set up an Autoship at this time.

Payment Section

I hereby authorise, until otherwise instructed, to pay for my order and Autoship by the following method:

☐ MasterCard ☐ Visa ☐ American Express

Card Card #: _____

Expiry Date: _____ /_____ Security Code:_____

Name (as on card): _____

Authorisation Signature: _____
(REQUIRED)

Associate Agreement: *By signing below, I indicate that I have read and accept all terms and conditions on this form and referred to on this form. I certify that at least 70 percent of my orders will be consumed by me or sold retail. I will not purchase product solely for purposes of meeting sales volume goals. I understand that to become an Associate, no purchase is required other than an Associate Support System. I agree to be bound by Isagenix Policies and Procedures as published on the Isagenix Web site (subject to change). I understand that I may cancel my status as an Associate at any time. (Cancellation forms may be submitted by fax or mail.)*

Applicant Signature: _____

Date: _____ / _____ / _____

OFFICE USE Date: Processed By: Isagenix ID#:

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Flavours Available: ☐ Vanilla ☐ Chocolate ☐ Mix**
(**Not available for 9–Day Program)

YOUR FIRST ORDER (ACTIVATE YOUR RBC) Qty	YOUR AUTOSHIP ORDER Qty	Paks & Programs	Autoship Rewards*	Associate*	BV
		President's Pak	$556.00	$580.00	300
		30-Day Starter Pak	$420.00	$456.00	210
		30-Day Nutritional Cleansing Program	$349.00	$382.00	200
		Energy & Performance Pak	$268.00	$280.00	155
		Youthful Ageing Pak	$248.00	$260.00	130
		9-Day Program	$187.00	$195.00	109
		Popular Products		**Associate***	**BV**
		Ageless Renewal Serum		$109.00	66
		IsaDelight Plus™		$45.00	30
		Ageless Actives™		$48.00	26
		IsaLean™ Bar – Chocolate Cream Crisp		$35.20	15
		IsaLean™ Bar – Chocolate Decadence		$35.20	15
		FibreSnacks!™		$22.00	13
		SlimCakes™		$25.00	13
		IsaBlender™		$49.00	0

* All prices are in Australian dollars and Include 10% GST.

Prices quoted DO NOT include postage & handling. The following fees will be applied.
If the total order value is under $1,000 – P&H is $14.95.
If the total order value is over $1,000 – 4% of the total order value.

Terms & Conditions

In accordance with the terms and conditions contained in this Application and Agreement, I hereby submit my Application to become an Independent Associate (hereinafter referred to as an IA/PC) or a Perferred Customer (hereinafter referred to as a PC) with Isagenix® (hereinafter referred to as the Company), and hereby state and agree as follows:

1. I am of legal age, in Australia, in which I reside, to enter into this Agreement. This Application and Agreement becomes effective on the date received, signed by the applicant, and accepted by the Company in its home office.
2. Upon acceptance of this Application, I understand that I will become an IA/PC of the Company and will be eligible to participate in the selling and distribution of the Company goods and services and receive commissions in connection with such sales in accordance with the Company's Policies and Procedures, and Compensation Plan.
3. I understand that as an IA/PC I am an independent contractor; not an agent, employee, or franchisee of the Company. I further understand and agree that I will not be treated as an employee with respect to such services for federal or state tax purposes. Nor will I be treated as an employee for purposes of the Federal Unemployment Act, the Federal Insurance Contributions Act, the Social Security Act, the State Unemployment Act, or State Employment Security Act. I understand and 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.
4. I understand and agree that my remuneration will consist solely of retail profits from the completed sales of Company goods, commissions or bonuses relating to the sale or other output derived from in-person sales, solicitations, or orders from ultimate consumers, primarily in the home or otherwise.
5. I understand that I am not required to make any purchase in order to become an IA/PC, other than an annual membership fee to help cover the cost associated with Company's administration in support of my business. I understand I am not required to maintain an inventory of any kind in order to become an IA/PC.
   I further understand I may terminate my membership at any time for any reason.
   To terminate my membership, I must give written notice to Isagenix®.
6. I hereby agree to use only the current Company website as provided to me to represent the Company's product and Compensation Plan. I will emphasize that retail sales are a requirement, that no purchase of goods or services is required, that no recruitment fee can be derived from the mere act of sponsoring other IA/PC's, and that no earnings are guaranteed from participation in the Compensation Plan. I agree that I will not make representations about the actual, potential, or expected earnings of any IA/PC of the Company at any time.
7. I understand that as an IA/PC, I am not guaranteed any income, nor am I assured of any profit or success. I understand the Compensation Plan and that I can only earn commissions upon the retail sales of the Company's goods and services. I will be free to set my own hours, and determine the location and methods of selling, within the guidelines and requirements of this Agreement. I agree that I am responsible for all of my own business expenses in connection with my activities as an IA/PC.
8. I further certify that neither the Company nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as an IA/PC. I understand that my success as an IA/PC comes from retails sales, service, and the development of a sales organisation. I understand and agree that I will make no statements, disclosures, or representations in selling the Company's goods and services or in the sponsoring of other IA/PC's other than those contained in approved Company materials.
9. I hereby agree that I will not advertise using the Company name, trade names or logos in any manner nor will I use any written, printed, recorded or any other material in advertising, promoting or describing the products of the Company's marketing program, which has not been copyrighted and provided or approved by the Company.
10. I hereby agree neither to re-package or re-label the Company's goods or services nor to sell said goods or services under any other name or label. I further agree to refrain from producing, selling, and using, for the purpose of advertising, promoting or describing the company's goods and services, Compensation Plan, or other programs, any written, recorded, or other materials which have not been approved or provided by the Company.
11. I hereby consent and authorise the unlimited use of my name, likeness, voice, or other written comments or documentation provided to the Company or obtained by the Company from my use of Company product or services, provided such use is in connection with the advertisement, promotion, or training of Company products, marketing program, services, or promotional literature and supplies. I hereby certify that my testimonial or endorsement of such Company products or other personal participation is made of my own free will and that I have not and will not be paid any monetary sum for doing so.
12. In the event that I sponsor other IA/PC's, I agree to provide a bona fide supervisory, distributive and selling function in connection with the sale of the Company's goods and services to the ultimate consumer. I also agree to train all IA/PC's I may sponsor in the performance of these functions. I agree to have a continuing and positive communication and supervision with my sales organisation. I agree that all training seminars to be held in any type of open or public meeting facility must meet all of the requirements of a Company-approved meeting as detailed herein and in other Company materials. I agree that any form of negative communications concerning the company products, services, or compensation program with other IA/PC's is grounds for termination of my IA/PC status.
13. You may not spam. Spamming includes, but is not necessarily limited to:
    1) Sending unsolicited email messages that contain any email or web addresses from your account to online users. 2) Posting messages that contain your service address in news groups that are unrelated to your products or service. 3) Creating false "from sources" in an email message, or newsgroup posting with your services address, thereby giving the impression that the message originated from Isagenix® or its network of Independent Members. 4) Sending unsolicited email to lists of people that are not within your downline or with whom you have no prior business or personal relationship.
14. I understand and agree that the Company, in order to maintain a viable marketing system, may make modifications in the IA/PC Policies and Procedures, Compensation Plan, Company literature, website and product prices. I further agree to be bound by such modifications immediately upon publication in official Company literature.
15. CREDIT CARD ACCEPTANCE AGREEMENT: If I fail to pay for products or services, the Company is authorised to withhold the appropriate amounts from my commission and bonus checks, debit or credit card/electronic checking accounts, if any, which I have authorised the Company to charge. If payment owed isn't made, I understand that I may, at the Company's discretion, lose my marketing organisation and future commissions and bonuses, and may be placed on inactive status by the Company for an indeterminate period. The Company will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charges, receiving agreements, or other acts outside of the control of the Company.
16. I understand that federal or state agencies do not approve or endorse marketing programs. Therefore, I agree that I will not represent that the Company, its products, programs or paks have been approved or endorsed by any governmental agency.
17. I understand that the acceptance of this Application does not constitute the sale of a franchise or a distributorship, and that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.
18. I understand that because of the personal nature of this Agreement, it may not be transferred or otherwise assigned without the prior written consent of the Company.
19. The term of this agreement is one year unless terminated by the Company or myself. The Company will automatically renew active IAs/PCs, using their selected payment method (with notice and "opt-out" privileges.) Inactive IAs/PCs will be given notice and a request to "opt-in".
20. I understand that either party to this Agreement may terminate this Agreement by giving written notice to the other party.
21. I understand and agree that this Application and Agreement, including the Company's Policies and Procedures, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have read this Agreement and I acknowledge receiving a copy of this document and agree to abide by and be bound by the terms contained therein.

Address for Product Return

Attn: Returns
FDM (Isagenix)
6A Wonderland Drive,
Eastern Creek, NSW 2766 Australia