

# United States Distributor Application



WELCOME TO YOUR  
HEALTH AND PROSPERITY

## Product List

QTY	BV	ITEM #	PRICE	PRODUCT	TOTAL
20	BV	#1001	\$27.95	Colostrum Capsule 120 ct	
20	BV	#1002	\$27.95	Colostrum Powder 2.5 oz.	
20	BV	#1003	\$27.95	Colostrum Adult Lozange 130 ct <small>(pineapple)</small>	
20	BV	#1004	\$27.95	Colostrum Children's Chewable 180 ct <small>(strawberry)</small>	
40	BV	#1010	\$49.95	Econo Colostrum Powder 6.5 oz	
20	BV	#1005	\$31.95	Lepti-Trim Vanilla Shake 730g	
20	BV	#1006	\$31.95	Lepti-Trim Chocolate Shake 720g	
40	BV	#1081	\$49.95	Lepti-Trim Daytime Capsules 180 ct	
40	BV	#1070	\$49.95	Lepti-Trim Night Time For. 16 fl. oz.	
20	BV	#1080	\$25.95	Lepti-Trim Cleanse 370 grams	
40	BV	#1090	\$49.95	Limu NEI 30 packets	
24	BV	#1013	\$31.95	OxyQuest—Liquid Oxygen 2 fl. oz.	
40	BV	#1008	\$59.95	Flex Complex 180 ct	

## Shipping Charges (packs only)

Continental USA, UPS Ground

Executive	\$ 25.00 S&H each kit (approx.)
Director	\$10.00 S&H each kit (approx.)

## Applicant Information

Applicant Name (last, first, middle) \_\_\_\_\_

Co-Applicant Name (last, first, middle) \_\_\_\_\_

Applicant Social Security (for federal tax ID) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_

Shipping Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_

Email (Required) \_\_\_\_\_

## Sponsor Information

SPONSOR AND ENROLLER ASSUMED TO BE THE SAME UNLESS INDICATED BELOW

Sponsor's Name \_\_\_\_\_ Right \_\_\_\_\_ Left \_\_\_\_\_

Replicating Website: url/username:www.yourwellnesscompany.com/ \_\_\_\_\_

Password \_\_\_\_\_

## Sign-up Packages

CHOOSE ONE	BV#	PRODUCT	TOTAL
<input type="checkbox"/> Executive Pack #1	160 BV	Includes 2 Lepti-Trim Shakes (please indicate flavor choice of: <input type="checkbox"/> 2 vanilla, <input type="checkbox"/> 2 chocolate, <input type="checkbox"/> one of each), 1 Daytime Capsule, 1 Night Time Formula, 1 Cleanse, 1 Limu NEI, and 10 Seven-Day Trial Packs. This is a full month's supply of product. Price includes the \$9.95 Sales Kit.	\$599.95
<input type="checkbox"/> Executive Pack #2	160 BV	Includes (please indicate flavor choice of: <input type="checkbox"/> vanilla, <input type="checkbox"/> chocolate, <input type="checkbox"/> 7pks ea.), 14 Seven-Day Trial Packs. This is a full month's supply of product. Price includes the \$9.95 Sales Kit.	\$599.95
<input type="checkbox"/> Director Pack	160 BV	Includes 2 Lepti-Trim Shakes (please indicate flavor choice of: <input type="checkbox"/> 2 vanilla, <input type="checkbox"/> 2 chocolate, <input type="checkbox"/> one of each), 1 Daytime Capsule, 1 Night Time Formula, 1 Cleanse, 1 Limu NEI, and 1 Seven-Day Trial Packs. This is a full month's supply of product. Price includes the \$9.95 Sales Kit.	\$299.95
<input type="checkbox"/> Supervisor	80 BV	Any combination of products from the <b>Product List</b> that equals at least 80 BV	
<input type="checkbox"/> Associate	40 BV	Any combination of products from the <b>Product List</b> that equals at least 40 BV	

Subtotal	.....
Utah residents only Sales Tax	.....
Shipping	.....
<b>Total</b>	_____

## Payment Options

EFT Account Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_ Bank Name \_\_\_\_\_

Visa  Mastercard  AmEx  Discover Card Number: \_\_\_\_\_ Exp. / \_\_\_\_\_

Name on Card \_\_\_\_\_

**Agreement** THE UNDERSIGNED HEREBY APPLIES TO BECOME AN INDEPENDENT DISTRIBUTOR FOR TWI INTERNATIONAL. THE UNDERSIGNED WARRANTS THAT HE/SHE HAS READ, UNDERSTANDS AND HEREBY AGREES TO ABIDE BY THE PROVISIONS, TERMS, AND CONDITIONS CONTAINED IN THE TWI POLICY MANUAL.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

# Terms and Conditions

1. I understand that this Agreement is effective upon acceptance by TWI at its corporate offices in Orem, Utah.
2. I understand that as a TWI Member:
  - a. I have the right to purchase products and services from TWI at the Member Price.
  - b. I have the right to offer for sale TWI products and services in accordance with these Terms and Conditions.
  - c. I have the right to enroll persons in TWI.
  - d. I will train and motivate the distributors in my downline marketing organization.
  - e. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
  - f. I will perform my obligations as a Member with honesty and integrity.
  - g. I will only use the sales contracts and order forms which are provided by TWI for the sales of its goods and services, and I will follow all policies and procedures established by TWI for the completion and processing of such contracts and orders.
3. I agree to present the TWI Compensation Plan and TWI products and services as set forth in official TWI literature.
4. I agree that as a TWI Member I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of TWI. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of TWI. I understand that I shall control the manner and means by which I operate my TWI business, subject to my compliance with these Terms and Conditions, the TWI Policies and Procedures and the TWI Compensation Plan (all of which are collectively referred to as the "Agreement"). 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 TWI FOR FEDERAL OR STATE TAX PURPOSES. TWI is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between TWI and all appropriate taxing jurisdictions, and all related rules and procedures.
5. I have carefully read and agree to comply with the TWI Policies and Procedures and the TWI Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand that I must be in good standing, and not in violation of any of the terms of the Agreement, in order to be eligible to receive any bonuses or commissions from TWI. I understand that these Terms and Conditions, the TWI Policies and Procedures, or the TWI Compensation Plan (collectively, the "Agreement") may be amended at the sole discretion of TWI, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official TWI materials. The continuation of my TWI business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
6. The term of the Agreement is one year. If I fail to annually renew my TWI business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Member. I shall not be eligible to sell TWI products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. TWI expressly reserves the right to terminate all Member Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products and services via direct selling. In the event of cancellation, termination or non renewal, I agree to 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.
7. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of TWI. Any attempt to transfer or assign this Agreement without the express written consent of TWI renders this Agreement voidable at the option of TWI and may result in termination of my business.
8. I understand that if I fail to comply with the terms of this Agreement, TWI 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 this Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or services when payment is due, I authorize TWI to withhold the appropriate amounts from my bonus or commission checks, to charge my credit cards, or debit my checking accounts, if any, which I have authorized TWI to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.
9. TWI, its directors, officers, shareholders, employees, assigns, and agents (collectively referred as "affiliates"), shall not be liable for, and I release TWI and its affiliates from, and waive all claims for consequential and exemplary damages. I further release TWI and its affiliates from all liability arising from or relating to the promotion or operation of my TWI business and any activities related to it (e.g., the presentation of TWI products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).
10. This Agreement, in its current form and as amended by TWI at its discretion, constitutes the entire contract between TWI and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between these Terms and Conditions and any other agreement (other than the Policies and Procedures), these Terms and Conditions shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between these Terms and Conditions and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of these Terms and Conditions as to the matters addressed herein.
11. Any waiver by TWI of any breach of the Agreement must be in writing and signed by an authorized officer of TWI. Waiver by TWI of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
12. 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.
13. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to TWI, the Agreement, the TWI Compensation Plan or its products and services, the rights and obligations of an independent Member and TWI, or any other claims or causes of action relating to the performance of either an independent Member or TWI under the Agreement or the TWI Policies and Procedures shall be settled totally and finally by arbitration in Salt Lake City, Utah, or such other location as TWI 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 all discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. If a Member wishes to bring an action against TWI for any act or omission relating to or arising from this 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 one year shall bar all claims against TWI for such act or omission. Member waives all claims that any other statute of limitation applies. 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 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 these Terms and Conditions or the Policies and Procedures shall prevent TWI from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect TWI interests 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.
14. 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. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.
15. I authorize TWI to use my name and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

