丞燕經銷商申請協議書

9957 South Jordan Gateway • Sandy, UT 84070
order only: (800) 733-3744 • **toll free fax:** (800) 505-4228 • **website:** www.eexcel.net • **email:** customerservice@eexcel.net

- 請以清楚字跡填寫表格。填寫得不清楚或不完整的表格將會延誤授理過程。
- 商業組織申請人：假如您的商業組織為私人公司(corporation)、合伙人(partnership)、有限公司(limited liability company)、信托形式(trust)，或者在某冠名之下運作(如 XYZ 聯合公司或 John Do 聯合公司)，請完整填寫“企業單位表格”(Business Entity Form)，並與丞燕經銷商申請協議書一同遞交給丞燕。

• 申請人資料(請以清楚字跡填寫)

僅適用於美國居民：稅號(社會安全號或聯邦稅號) ☐☐☐ - ☐☐ - ☐☐☐☐

申請人姓名 _____ _____ _____ 電郵地址：_____
姓(LAST) 名(FIRST) 中名(MIDDLE)

配偶姓名: _____ _____ _____
(如一起申請) 姓(LAST) 名(FIRST) 中名(MIDDLE)

• 郵箱地址

地址

城市 州/省 郵遞區號(ZIP)/郵區編號(P.C.)

電話 傳真

• 收貨地址(不可使用 P.O. Box)

☐ 與郵箱地址相同

地址

城市 州/省 郵遞區號(ZIP)/郵區編號(P.C.)

電話 傳真

本人保證我的年齡在18歲或18歲以上。我已經仔細閱讀此申請協議書的正反兩面的條款與細則、丞燕規章與程序及丞燕獎金計劃，並同意遵守此文件中的全部條款。本人了解，不論何時，不論是否有原因，我都有權通過本協議中所列地址寄發取消/終止帳戶申請表，終止我的丞燕獨立經銷商身份。本人保證，在此經銷商申請協議書中填寫的稅號，為本人現用稅號。在過去的十二個月中，本人未曾是丞燕公司的經銷商、合作夥伴、股份持有者，或者運營任何丞燕實體的負責人。本人了解，我所提供的經銷商申請協議書中的任何資料若有故意造假之處，都可能會導致丞燕採取相應措施，甚至包括終止此協議書。

我申請以如下途徑加入丞燕：
- ☐ 購買Excelerator套盒，加入高級俱樂部(COE)－請填寫第1、2、3頁
- ☐ 選擇自選定貨，加入高級俱樂部(COE)－請填寫第1、2、3頁
- ☐ 成為一名經銷商－僅需填寫第1頁以及第2頁的“僅適用於經銷商”和“付款方式”部份

申請人簽字 日期

配偶簽字(如一起申請) 日期

請將簽字後的經銷商申請協議書原件郵寄或傳真給丞燕(地址和傳真號碼如上)。

• 推薦人資料

推薦人姓名[姓(LAST) 名(FIRST) 中名(MIDDLE)] 推薦人 ID 號碼

推薦人電話 推薦人傳真 推薦人電郵地址

通過簽署此申請協議書，本人同意作為推薦人履行丞燕規章與程序中所規定的對申請人的責任。我證明在申請人簽字之前，我已為申請人提供了最新版的丞燕規章與程序以及丞燕獎金計劃。

推薦人簽字 日期

• 介紹推薦人(Referring Sponsor)資料

(介紹推薦人，亦是新 COE 會員購買 Excelerator 套盒後丞燕頒發的“開拓者獎金”的受益者)
假如未填寫介紹推薦人資料，那麼上述推薦人即會被當作介紹推薦人

介紹推薦人姓名[姓(LAST) 名(FIRST) 中名(MIDDLE)] 日期 推薦人 ID 號碼 電郵地址

TERMS & CONDITIONS

1. Upon acceptance of this Application, I understand I will become an Independent E. EXCEL ("E. EXCEL") Distributor. As an E. EXCEL Distributor, I understand:
   a. I have the right to purchase products and services from E. EXCEL at the Distributor price.
   b. I have the right to offer for sale E. EXCEL products and services in accordance with these Terms and Conditions.
   c. I have the right to enroll people in E. EXCEL.
   d. I will assist, supervise, 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 Distributor with honesty and integrity.
   g. I will only use the sales contracts and order forms which are provided by E. EXCEL for the sales of its goods and services, and I will follow all policies and procedures established by E. EXCEL for the completion and processing of such contracts and orders.
2. I agree to present the E. EXCEL Compensation Plan and E. EXCEL products and services as set forth in official E. EXCEL literature. In so doing, I shall emphasize that retail sales are a requirement, that no purchase of products is required, that no recruitment fees are paid on the enrollment of other Distributors and that no earnings are guaranteed from participation in the Compensation Plan. I will make no claims regarding potential income, earnings, products or services beyond what is stated in official E. EXCEL literature. Unless I have received express written permission from E. EXCEL, I will not:
   a. use, produce, create, publish, distribute or obtain from any source other than E. EXCEL, any literature, recordings (audio, video or otherwise), sales or enrollment aids relating to E. EXCEL products, services or the E. EXCEL Compensation Plan;
   b. use or display any E. EXCEL trademarks, trade names, service marks, logos, designs or symbols;
   c. advertise E. EXCEL products, services or the E. EXCEL opportunity.
3. I agree that as an E. EXCEL Distributor I am an independent contractor, and not an employee, agent, partner, legal representative or franchisee of E. EXCEL. 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 E. EXCEL. I understand that I shall control the manner and means by which I operate my E. EXCEL distributorship, subject to my compliance with these Terms and Conditions, the E. EXCEL *Policies & Procedures* and the E. EXCEL 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 E. EXCEL FOR FEDERAL OR STATE TAX PURPOSES. E. EXCEL 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 E. EXCEL, Inc. and all appropriate taxing jurisdictions and all related rules and procedures.
4. **I have carefully read and agree to comply with the E. EXCEL *Policies & Procedures* and the E. EXCEL 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 this Agreement, in order to be eligible to receive any bonuses or commissions from E. EXCEL. I understand that these Terms and Conditions, the E. EXCEL *Policies & Procedures* or the E. EXCEL Compensation Plan may be amended from time to time, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official E. EXCEL materials and sent to all Distributors. The continuation of my E. EXCEL distributorship or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. **The term of this Agreement is twelve months from the date of acceptance by E. EXCEL. If I fail to renew my E. EXCEL 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 E. EXCEL 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. In the event of cancellation, termination or nonrenewal, 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.**
6. I understand that the only expense required to become an E. EXCEL Distributor is the purchase of an at-cost E. EXCEL Distributor Kit (the purchase of the Distributor Kit may be optional in some states. See the *Policies & Procedures*).
7. I understand and agree that my remuneration will consist solely of commissions, overrides or bonuses derived from the sale of E. EXCEL products. I understand that I am not guaranteed any income, nor am I assured any profits or success.
8. I understand that this Agreement is personal to me. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of E. EXCEL. Any attempt to transfer or assign this Agreement without the express written consent of E. EXCEL renders this Agreement voidable at the option of E. EXCEL and may result in termination of my distributorship.
9. I understand that if I fail to comply with the terms of this Agreement, E. EXCEL may, at its discretion, impose upon me disciplinary action as set forth in the *Policies & 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 E. EXCEL 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 E. EXCEL to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.
10. E. EXCEL, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as "affiliates"), shall not be liable for, and I release E. EXCEL and its affiliates from, and waive all claims for consequential and exemplary damages. I further release E. EXCEL and its affiliates from all liability arising from or relating to the promotion or operation of my E. EXCEL business and any activities related to it (e.g., the presentation of E. EXCEL products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).
11. This Agreement, in its current form and as amended by E. EXCEL at its discretion, constitutes the entire contract between E. EXCEL 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 this Agreement and any other agreement (other than the *Policies & Procedures*), this Distributor Application and Agreement 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 this Agreement and the *Policies & Procedures* (in their current form or as subsequently modified), the *Policies & Procedures* shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.
12. Any waiver by E. EXCEL of any breach of this Agreement must be in writing and signed by an authorized officer of E. EXCEL. Waiver by E. EXCEL of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
13. In the event that a provision of this 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.
14. 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. Except as set forth in the E. EXCEL *Policies & Procedures*, or unless the laws of the state in which I reside expressly prohibit the consensual jurisdiction and venue provisions of this Agreement, in which case its laws shall govern, all disputes and claims relating to E. EXCEL, the Distributor Agreement, the E. EXCEL Compensation Plan or its products and services, the rights and obligations of an independent Distributor and E. EXCEL, or any other claims or causes of action relating to the performance of either an independent Distributor or E. EXCEL under the Agreement or the E. EXCEL *Policies & Procedures* shall be settled totally and finally by arbitration in Provo or Salt Lake City, Utah, or such other location as E. EXCEL prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. The parties shall be allowed all discovery rights pursuant to the Federal Rules of Civil Procedure. If a Distributor files a claim or counterclaim against E. EXCEL, a Distributor shall do so on an individual basis and not with any other Distributor or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.
15. The parties consent to jurisdiction and venue before any federal or state court in Utah or 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.
16. I authorize E. EXCEL to use my name and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

丞燕會員訂貨單

9957 South Jordan Gateway • Sandy, UT 84070
order only: (800) 733-3744 • **toll free fax:** (800) 505-4228 • **website:** www.eexcel.net • **email:** customerservice@eexcel.net

申請人姓名: _____ _____ _____
姓(LAST) 名(FIRST) 中名(MIDDLE)

請確認您的會員身份選項：Excelerator 套盒、COE 自選訂貨，或者僅為經銷商。假如您選擇 Excelerator 套盒或 COE 自選訂貨，您也須填寫第三(3)頁的自動訂貨資料。

☐ Excelerator 套盒(僅用於新經銷商)

我選擇如下所示的 Excelerator 套盒。文字材料我選擇: ☐ 英文 ☐中文

請選擇	Excelerator 套盒	包括如下產品，以及免費贈送的經銷商公文包!	COE/QV
☐	果莓味	1 盒果莓養生計劃、1 盒「千禧泉」Cheer Pack、1 瓶「補益特」、1 瓶「愛特」、1 瓶「風克」、1 盒「長新」	$330
☐	健怡	1 盒健怡養生計劃、1 盒「千禧泉」Cheer Pack、1 瓶「補益特」、1 瓶「愛特」、1 瓶「風克」，1 盒「長新」	$330
☐	D(特殊飲食需求者)	1 盒原味養生計劃、1 盒「千禧泉－紅色」Cheer Pack、1 瓶補益特、1 瓶「心環」、1 盒沛能－D、1 盒長新－D	$330
☐	體重控制	1 盒「沛能養生計劃」、2 盒「1－形」、2 盒「輕 1－形」、1 瓶「可盈」	$330
☐	菁元素護膚品	我們精選了這些含有活氧精萃複合物的獨特菁元素護膚品，讓它們日夜滋養您的肌膚，保護您青春的樣貌。	$330

Excelerator 套盒中的產品有可能在未經通告的情況下被調換。只要售出 Excelerator 套盒，就會頒發 Excelerator 獎金和開拓者獎金。.

☐ COE 自選訂貨(請在如下表格中填入所定產品)

☐ 新經銷商(最低需達到 175CV 點) ☐ 升級為 COE(最低需達到 330CV 點)：ID 號碼：_____

產品名稱	數量	CV	價格
經銷商公文包(僅適用於新經銷商)： 選擇語種 ☐ 英文 ☐中文	1	N/A	25.00
	總計		

☐ 僅為經銷商

我同意支付$25 美元的經銷商公文包費用，我選擇的語種為: ☐英文 ☐中文

• 付款方式†

☐ 個人支票：支票號碼: _____
☐ 現金支票(MONEY ORDER)
☐ 信用卡: ☐ Visa ☐ MasterCard ☐ Discover

持卡人姓名: _____

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ ☐☐☐☐
信用卡號碼 有效日期(月/年)

• 送貨方式(不可使用 P.O.Box)

☐ 我將在 10 天之內(包括週末和節假日)自行取貨。

☐ 我希望自己所訂貨物被投遞到:
☐ 我的收貨地址
☐ 我的郵箱地址

†所有錢款需以美元核算。所有的訂貨還要加收送貨/手續費，和銷售稅(適用於徵收銷售稅的地區)。

持卡人簽字 日期

丞燕 COE 自動訂貨/更改自動訂貨單

9957 South Jordan Gateway • Sandy, UT 84070
order only: (800) 733-3744 • **toll free fax:** (800) 505-4228 • **website:** www.eexcel.net • **email:** customerservice@eexcel.net

申請人姓名: _____ _____ _____
姓(LAST) 名(FIRST) 中名(MIDDLE)

為保持 COE 會員資格並享受低於普通會員價格 10%的特別優惠價，本人同意每月最低訂貨達到 100CV。本人還同意在每月的 25 日之前購買至少 100PCV 的產品，假如本人未滿足此項要求，公司將按下列選項寄出本人選定的自動訂貨產品。自動訂貨一旦被寄出，本人授權丞燕從表格中本人填寫的信用卡上收取產品費、運送費和當地銷售稅(僅適用於征收銷售稅的地區)。本人同意詳閱並遵守丞燕高級俱樂部會員規章與程序，在首次訂貨月之後的連續三(3)個月(總共 4 個月)中，每月至少訂購 100CV 的產品，以保持本人的會員資格。在此之後，本人可在任何月份 20 日之前的任何時間，向公司遞交取消/終止帳戶申請表，註銷本人的會員資格。

- **自動訂貨**(COE 組合比 COE 價格還低 10%)

產品名稱(若選擇 COE 組合，請注明您需要的是原味還是紅色的 Cheer Pack)			數量	CV	價格
COE 組合 **1:**	「千禧泉原味」Cheer Pack ☐ 「千禧泉紅色」Cheer Pack ☐	「風克」和「愛特」		170.50	$170.50
COE 組合 **2:**	「千禧泉原味」Cheer Pack ☐ 「千禧泉紅色」Cheer Pack ☐	「視景」和「思康」		170.50	$170.50
COE 組合 **3:**	「千禧泉原味」Cheer Pack ☐ 「千禧泉紅色」Cheer Pack ☐	「康神」和「吉林人參」		170.50	$170.50
			總計		

- **自動訂貨付款方式**†

請您注明給我們存檔並在您自動訂貨時使用的信用卡號碼。

☐ 請使用我填寫在 COE 會員訂單上的信用卡資料。

☐ 請使用下列信用卡資料

信用卡: ☐ Visa ☐ MasterCard ☐ Discover

持卡人姓名: _____

信用卡號碼

有效日期(月/年)

- **送貨方式**(不可使用 P.O.Box)

☐ 我將在 10 天之內(包括週末和節假日)自行提取自動訂貨產品。

☐ 我希望自己的自動訂貨產品被投遞到:
- ☐ 我的收貨地址
- ☐ 我的郵箱地址

†所有錢款需以美元核算。所有的訂貨還要加收送貨/手續費，和銷售稅(適用於徵收銷售稅的地區)。

為享受低於普通會員價格 10%的特別優惠價，本人同意每月最低訂貨達到 100CV。本人還同意在每月的 25 日之前購買至少 100PCV 的產品，假如本人未滿足此項要求，公司將按上列選項寄出本人選定的自動訂貨產品。假如自動訂貨被寄出，本人授權丞燕可從此表格中本人填寫的信用卡上收取產品費、運送費和當地銷售稅(僅適用於征收銷售稅的地區)。本人同意詳閱並遵守丞燕高級俱樂部會員規章與程序，在首次訂貨月之後的連續三(3)個月(總共 4 個月)中，每月至少訂購 100CV 的產品，以保持本人的會員資格。在此之後，本人可在任何月份 20 日之前的任何時間，向公司遞交取消/終止帳戶申請表，註銷本人的會員資格。

請以清楚字跡填寫申請人姓名 申請人簽字 日期