

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 grant E. EXCEL an irrevocable license to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising and/or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished material.



E. EXCEL MEMBERSHIP ORDER

9957 South Jordan Gateway ▪ Sandy, UT 84070 ▪ Website: www.eexcel.net
Order Only: (800) 733-3744 ▪ Toll Free Fax: (800) 505-4228 ▪ Email: customerservice@eexcel.net

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APPLICANT NAME: _____
LAST FIRST MIDDLE

Choose the kit that best fits your needs. If you choose to join the COE Membership to Benefit from preferred pricing you must also complete the subscription order info on page 3.

☐ **\$200 KITS (NEW DISTRIBUTORS ONLY)**

	\$200 KITS	INCLUDES THESE PRODUCTS PLUS YOUR COMPLIMENTARY DISTRIBUTOR KIT!	COE/QV
<input type="checkbox"/>	DIGESTION & OVERALL WELLNESS	Daily Nutrition Capsules (1 bottle of Morning and 1 bottle of Evening), 1 D•I®, 1 Evernew®-D, 1 Nutrial® Original, 1 Triflora Jasmine™	\$200
<input type="checkbox"/>	MUSCULOSKELETAL & NOURISHING	1 ART™, 1 G-ART™, 1 Nutrifresh® Mixed Fruit, 1 Evernew®, 1 Vegecolor®, 1 Nutrial® Original	\$200
<input type="checkbox"/>	HEALTHY WEIGHT & VITALITY	1 W•L®, 2 1-Shape™, 1 Vegaplex™	\$200
<input type="checkbox"/>	CLEANSING & CIRCULATORY	1 Phytotime™, 1 Refresh™ Herbal Tea Beverage, 1 Nutricardia®, 1 Circle™	\$200
<input type="checkbox"/>	MENTAL BALANCE & NUTRITION	1 S•T®, 1 O-Seed®, 1 Soup De EEXCEL™, 1 Concenergy®, 1 E-Memories®	\$200
<input type="checkbox"/>	IMMUNE & RESPIRATORY	1 Millennium®, 1 ACT™, 1 Noco®, 1 Gwei-Hua Balm™, 1 HandyGel®	\$200
<input type="checkbox"/>	IMMUNE & RESPIRATORY-D	1 Millennium® Red, 1 ACT™, 1 Noco®, 1 Gwei-Hua Balm™, 1 HandyGel®	\$200

\$200 Kits are subject to change without notice. Receive 200 Qualifying Volume (QV).

☐ **\$330 KITS (NEW DISTRIBUTORS ONLY)**

	\$330 KITS	INCLUDES THESE PRODUCTS PLUS YOUR COMPLIMENTARY DISTRIBUTOR KIT!	COE/QV
<input type="checkbox"/>	NUTRITION BALANCE	1 Millennium®, 1 Poly5® (single bottle), Daily Nutrition Capsules (1 bottle of Morning and 1 bottle of Evening), 1 Triflora Jasmine™, 1 Nutrial® Original	\$330
<input type="checkbox"/>	HEALTHY SKIN, EYES & CIRCULATORY	1 toCaress, 1 Oxyginberry Beverage, 1 Nutricardia®, 1 Vision™, 1 E-View™	\$330
<input type="checkbox"/>	LOW SUGAR NEEDS & OVERALL WELLNESS	1 Millennium® Red, Daily Nutrition Capsules (1 bottle of Morning and 1 bottle of Evening), 1 Nutrifresh®-D, 1 Eversure-D™, 1 Sure-D™	\$330
<input type="checkbox"/>	CLEANSING, CIRCULATORY & TEAS	1Phytotime, 2 Refresh™ Herbal Tea Beverage, 1 Nutricardia®, 2 Orchestra™, 1 Triflora Jasmine™	\$330

\$330 Kits are subject to change without notice. Receive 330 Qualifying Volume (QV).

☐ **\$350 KITS (NEW DISTRIBUTORS ONLY)**

	\$350 KITS	INCLUDES THESE PRODUCTS PLUS YOUR COMPLIMENTARY DISTRIBUTOR KIT!	COE/QV
<input type="checkbox"/>	ELEMENTE OASIS PLUS	1 Oasis Cream, 1 Oasis Lotion, 1 Oasis Serum, 1 Oasis Toner, 1 Hydrating Foaming Facial Wash, 1 Facial Cleansing Liquid	\$350
<input type="checkbox"/>	ELEMENTE	1 Oxyginberry Essence Hydrating Facial Serum, 1 Essence of the Sea Facial Mask, 1 Youth Rejuvenator Facial Moisturizer, 1 Essence of the Sea Facial Lotion	\$350

\$350 Kits are subject to change without notice. Receive 350 Qualifying Volume (QV).

☐ **1K KITS (NEW DISTRIBUTORS ONLY)**

	1K KITS	INCLUDES THESE PRODUCTS PLUS YOUR COMPLIMENTARY DISTRIBUTOR KIT!	COE/QV
<input type="checkbox"/>	FAMILY TOTAL HEALTH	3 Millennium®, 4 bottles of Daily Nutrition Morning and 4 bottles of Daily Nutrition Evening, 2 Nutricardia®, 2 Refresh™ Herbal Tea Beverage, 2 Nutrifresh® Strawberry, 2 Evernew®	\$1,000
<input type="checkbox"/>	FAMILY TOTAL HEALTH-D	3 Millennium® Red, 4 bottles of Daily Nutrition Morning and 4 bottles of Daily Nutrition Evening, 2 Nutrial® Original, 2 Evernew-D®, 2 Refresh™ Herbal Tea Beverage, 2 Orchestra™	\$1,000
<input type="checkbox"/>	FAMILY ELEMENTE	3 Youth Rejuvenator Facial Moisturizer, 3 Hydrating Foaming Facial Wash, 2 Oxyginberry® Essence Hydrating Facial Serum, 2 Essential Line-Defying Facial Cream, 2 Cactus Essence Hydrating Lotion	\$1,000
<input type="checkbox"/>	FAMILY ON-THE-GO	3 Orchestra™, 3 Nutrifresh®-D, 2 Millennium® Powder Beverage, 4 bottles of Morning and 4 bottles of Evening, 2 Refresh™ Herbal Tea Beverage, 2 Evernew®-D	\$1,000

\$1K Kits are subject to change without notice. Receive 1,000 Qualifying Volume (QV).

☐ **COE OR DISTRIBUTOR CUSTOM ORDER (NEW & EXISTING DISTRIBUTORS. ENTER ORDER BELOW.)**

☐ New Distributor joining the Club (must have 200 CV minimum order) ☐ UPGRADE to COE (must have 200 CV minimum order) ID#: _____

PRODUCT NAME	QUANTITY	CV	PRICE
DISTRIBUTOR KIT (New Distributors only)	1	N/A	\$25.00
TOTALS			

☐ **PAYMENT METHOD***

☐ CHECK Check No: _____

☐ MONEY ORDER

☐ CREDIT CARD ☐ Visa ☐ MasterCard ☐ Discover CARDHOLDER NAME: _____

CREDIT CARD NUMBER: _____

EXP DATE (MM/YY): _____

CARDHOLDER SIGNATURE: _____

DATE: _____

☐ **BILLING ADDRESS (If different than mailing address)**

☐ **SHIPPING METHOD (Shipments cannot be made to a P.O. Box)**

☐ I WILL PICK UP MY ORDER WITHIN 10 CALENDAR DAYS FROM PLACING MY ORDER.

☐ I WOULD LIKE MY ORDER SHIPPED TO ME AT: ☐ My Shipping Address ☐ My Mailing Address

* All monetary transactions are in US Dollars. Shipping/handling fees and sales tax, where applicable, apply to all orders.

LP9116 COEMbrshpOrder 1kPk EC V08

E. EXCEL COE SUBSCRIPTION ORDER/CHANGE FORM

9957 South Jordan Gateway ▪ Sandy, UT 84070 ▪ Website: www.eexcel.net
Order Only: (800) 733-3744 ▪ Toll Free Fax: (800) 505-4228 ▪ Email: customerservice@eexcel.net

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APPLICANT NAME: _____

☐ BUSINESS ORDER (check here to agree) – ☒ Processes the 25th of the Month

I understand that to maintain COE membership and receive preferential pricing of 10% below wholesale, I must have a minimum of 100 PCV each month. If I do not reach 100 PCV in my account by the 25th of the month, the "Business Order" selected below will be processed. I authorize E. EXCEL to charge my order, including shipping fees and sales tax (where applicable) to the credit card provided. I agree to read and abide by E. EXCEL Policies and Procedures concerning orders. I may change my Business order selection if done 48 hours before the selected date. I may cancel my membership any time after enrollment by submitting a completed Account Cancellation/Termination form before the 20th of the month.

☐ SUBSCRIBE AND SAVE ORDER (check here to agree) – (choose one date) ☐ 5th of the Month or ☐ 15th of the Month

I understand that to maintain COE membership and receive preferential pricing of 10% below wholesale, I must have a minimum of 100 PCV each month. I understand that I have selected the "Subscribe and Save" option. **I understand this option will ship my Subscribe and Save selection on the selected date, regardless of any other orders placed on my account.** I authorize E. EXCEL to charge my order, including shipping fees and sales tax (where applicable) to the credit card provided. I agree to read and abide by E. EXCEL Policies and Procedures concerning orders. I may change my Subscribe and Save order selection if done 48 hours before the selected date, and I may cancel my Subscribe and Save Order and select a Business Order instead. I may cancel my membership any time after enrollment by submitting a completed Account Cancellation/Termination form 5 days before my selected date.

(Subscription Packs are at 20% below wholesale price.)

Use the table below to select the items for your Subscribe and Save Order or Business Order. Your order may be a single COE pack, a pack with additional product selections, or a custom order with your choice of products.

SUBSCRIPTION PACK COLLECTIONS

1K PACKS	QUANTITY	CV	PRICE
<input type="checkbox"/> FAMILY TOTAL HEALTH		977.50	\$1,032.50
<input type="checkbox"/> FAMILY TOTAL HEALTH-D		979.50	\$1,034.50
<input type="checkbox"/> FAMILY ELEMENTE		910.00	\$1,033.50
<input type="checkbox"/> FAMILY ON-THE-GO		965.50	\$1,019.00
	TOTALS		

\$330 PACKS	QUANTITY	CV	PRICE
<input type="checkbox"/> NUTRITION BALANCE		330.00	\$348.50
<input type="checkbox"/> HEALTHY SKIN, EYES & CIRCULATORY		315.50	\$338.00
<input type="checkbox"/> LOW SUGAR NEEDS & OVERALL WELLNESS		332.00	\$350.00
<input type="checkbox"/> CLEANSING & CIRCULATORY		339.50	\$357.50
	TOTALS		

\$350 PACKS	QUANTITY	CV	PRICE
<input type="checkbox"/> ELEMENTE OASIS PLUS		315.00	\$369.50
<input type="checkbox"/> ELEMENTE		327.00	\$375.50
	TOTALS		

\$200 PACKS	QUANTITY	CV	PRICE
<input type="checkbox"/> DIGESTION & OVERALL WELLNESS		196.00	\$207.50
<input type="checkbox"/> MUSCULOSKELETAL & NOURISHING		201.00	\$212.00
<input type="checkbox"/> HEALTHY WEIGHT & VITALITY		200.50	\$210.50
<input type="checkbox"/> CLEANSING & CIRCULATORY		190.00	\$200.00
<input type="checkbox"/> MENTAL BALANCE & NUTRITION		190.00	\$200.00
<input type="checkbox"/> IMMUNE & RESPIRATORY		192.00	\$202.50
<input type="checkbox"/> IMMUNE & RESPIRATORY-D		192.00	\$202.50
	TOTALS		

CUSTOM ORDER	QUANTITY	CV	PRICE
	TOTALS		

■ SUBSCRIBE AND SAVE ORDER or BUSINESS ORDER PAYMENT METHOD†

(Please specify the credit card number we are to keep on file for your Subscribe and Save Order or Business Order.)

☐ Use the card information from my COE Membership Order.

☐ Use the following credit card information

☐ Visa ☐ MasterCard ☐ Discover CARDHOLDER NAME:

CREDIT CARD NUMBER:

 EXP DATE (MM/YY):

CARDHOLDER SIGNATURE: _____ DATE: _____

PRINT NAME OF APPLICANT: _____

APPLICANT'S SIGNATURE: _____ DATE: _____