丞燕經銷商申請協議書

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

- **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 名 中名

配偶姓名: _____
如可提供 姓 名 中名

■ 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 ❑ 與郵箱地址相同

地址 (不可使用P.O. Box) _____

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:
- ❑ 高級俱樂部(COE)會員 - 請填寫丞燕經銷商申請協議書(1)、丞燕會員訂貨單(2)和丞燕COE每月訂貨/更改每月訂貨單(3)。
- ❑ 經銷商 - 請填寫丞燕經銷商申請同意書(1)和丞燕會員訂貨單(2)。

申請人簽字: _____ **日期:** _____

配偶簽字(如一起申請): _____ **日期:** _____

■ 推薦人(Sponsor)資料

姓名: _____ ID號碼: _____
姓 名 中名

電話: _____ 傳真: _____ 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: _____

■ 介紹推薦人資料(如果跟推薦人為不同的人)

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。

姓名: _____ ID號碼: _____
姓 名 中名

電郵地址: _____ 日期: _____

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.

丞燕會員訂貨單

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

請選擇最適合您需要的套盒。假如您選擇成為COE會員，以享受COE優惠價，您還必須填寫第3頁的每月訂貨選項信息。

❑ **$200套盒**(僅用於新經銷商)

	$200套盒	包括如下產品，以及免費贈送的經銷商公文包！	COE/QV
❑	消化&全面保健	每日養生膠囊(1瓶早膠囊和1瓶晚膠囊)、1盒「逍遙」、1盒「長新-D」、1盒「滋養包原味」、1盒「清蕪茶-茉莉香味」	$200
❑	骨肌&滋養	1盒「愛節」、1盒「骨愛節」、1盒「沛能綜合水果」、1盒「長新」、1盒「多蔬彩」、1盒「滋養包原味」	$200
❑	體重控制&保持活力	1盒「可盈」、2盒「1-形」、1盒「素健」	$200
❑	清理&循環	1盒「津彩」、1盒「清神茶」、1盒「心醇」、1盒「心環」	$200
❑	心理平衡&營養	1盒「思康」、1盒「歐蜜籽」、1盒「丞燕E湯」、1盒「康神」、1盒「樂憶」	$200
❑	免疫&呼吸	1盒「千禧泉」、1盒「愛特」、1盒「風克」、1盒「桂花膏」、1盒「潔膚霜」	$200
❑	免疫&呼吸-D	1盒「千禧泉-紅色」、1盒「愛特」、1盒「風克」、1盒「桂花膏」、1盒「潔膚霜」	$200

$200套盒中的產品有可能在未經通告的情況下被調換。購買$200套盒可累積200合格點(QV)。

❑ **$330套盒**(僅用於新經銷商)

	$330套盒	包括如下產品，以及免費贈送的經銷商公文包！	COE/QV
❑	營養均衡	1盒「千禧泉」、1盒「補益特」(單瓶)、每日養生膠囊(1瓶早膠囊和1瓶晚膠囊)、1盒「清蕪茶-茉莉香味」、1盒「滋養包原味」	$330
❑	低糖飲食&全面保健	1盒「千禧泉-紅色」、每日養生膠囊(1瓶早膠囊和1瓶晚膠囊)、1盒「沛能-D」、1盒「優定-D」、1盒「衡定-D」	$330
❑	清理、循環&茶	1盒「津彩」、2盒「清神茶」、1盒「心醇」、2盒「交響樂」、1盒「清神茶」	$330

$330套盒中的產品有可能在未經通告的情況下被調換。購買$330套盒可累積330合格點(QV)。

❑ **$350套盒**(僅用於新經銷商)

	$350套盒	包括如下產品，以及免費贈送的經銷商公文包！	COE/QV
❑	保健皮膚、眼睛&循環	1盒「趣感」、1盒「活氧精萃晶顏露」、1盒「心醇」、1盒「視景」、1盒「E-視」	$350
❑	菁元·水系列及其它	1盒「菁元·水潤霜」、1盒「菁元·水潤乳」、1盒「菁元·水精露」、1盒「菁元·水」、1盒「潔顏乳」、一盒「保濕潔顏液」	$350
❑	菁元素	1盒「活氧精萃」、1盒「煥藻精華面膜」、1盒「撫紋抗痕精華」、1盒「煥藻精華乳液」	$350

$350套盒中的產品有可能在未經通告的情況下被調換。購買$350套盒可累積350合格點(QV)。

❑ **1K套盒**(僅用於新經銷商)

	1K套盒	包括如下產品，以及免費贈送的經銷商公文包！	COE/QV
❑	家庭全面保健	3盒「千禧泉」、2盒每日養生膠囊套裝(4瓶早膠囊和4瓶晚膠囊)、2盒「心醇」、2盒「清神茶」、2盒「沛能草莓」、2盒「長新」	$1,000
❑	家庭全面保健-D	3盒「千禧泉-紅色」、2盒每日養生膠囊套裝(4瓶早膠囊和4瓶晚膠囊)、2盒「滋養包原味」、2盒「長新-D」、2盒「清神茶」、2盒「交響樂」	$1,000
❑	家用菁元素	3盒「撫紋抗痕精華」、3盒「潔顏乳」、2盒「活氧精萃」、2盒「極緻緊膚面霜」、2盒「仙人掌精萃活膚修復精華液」	$1,000
❑	家庭出行	3盒「交響樂」、3盒「沛能-D」、2盒「千禧泉粉劑」、2盒每日養生膠囊套裝(4瓶早膠囊和4瓶晚膠囊)、2盒「清神茶」、2盒「長新-D」	$1,000

1K套盒中的產品有可能在未經通告的情況下被調換。購買1K套盒可累積1000合格點(QV)。

產品名稱	數量	CV	價格
	總計		

■ **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): ☐☐☐☐

持卡人簽字: _____ 日期: _____

■ **帳單投遞地址** (如果與郵箱地址不同)

_____
地址 城市 州/省 郵遞區號(ZIP)/郵區編號(P.C.)

■ **送貨方式** (送貨地址不可使用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)。

丞燕每月訂貨/更改訂貨單

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申請人姓名: _____
姓　　名　　中名

❑事業訂貨(請選擇這裡) - ❑每月25號啟動

本人知道,為保持COE會員資格和享受低於普通會員價格10%的優惠價,我每月訂貨最少須達到100 PCV。假如在每月的25日之前我賬戶中的訂貨未達到100PCV,我選擇的下列 "事業訂貨"將被寄出。我授權丞燕可從我提供的信用卡上收取產品費用,另外也可收取郵寄費和當地銷售稅(如果適用)。我同意詳閱並遵守丞燕關於訂貨的規章與程序。在指定郵寄日期的48小時之前,我都可以更改我的事業訂貨選項。在註冊之後,我可在任何月份20號之前的任何時間,向公司遞交取消/終止帳戶申請表,註銷我的會員資格。

❑固定訂貨(請選擇這裡) - (請選擇一個日期)❑每月5號或者❑每月15號

本人知道,為保持COE會員資格和享受低於普通會員價格10%的優惠價,我每月訂貨最少須達到100 PCV。我知道,我已選擇了"固定訂貨選項",此選擇即表示不論我的賬戶上是否有其它訂貨,我選擇的固定訂貨產品都將在指定的日期郵寄給我。我授權丞燕可從我提供的信用卡上收取產品費用,另外也可收取郵寄費和當地銷售稅(如果適用)。我同意詳閱並遵守丞燕關於訂貨的規章與程序。在指定郵寄日期的48小時前,我都可以更改我的固定訂貨選項;我也可以取消原來選擇的固定訂貨,轉而以事業訂貨取代。在註冊之後,我只要在我指定郵寄日期的5天前向公司遞交取消/終止帳戶申請表,即可註銷我的會員資格。

(固定訂貨組合的價格比普通會員價格低20%。)

請在下列表格中選擇您要購買的固定訂貨產品或事業訂貨產品。您可以訂購一套COE組合,也可以在訂購一套COE組合的同時還選購其它產品,或者按您自己的選擇設定自選訂貨產品。

每月訂貨選項

1K組合	數量	CV	價格
❑ 家庭全面保健		981.50	$1,039.50
❑ 家庭全面保健-D		983.50	$1,041.50
❑ 家用菁元素		910.00	$1,033.50
❑ 家庭出行		969.50	$1,026.00
	總計		

$330組合	數量	CV	價格
❑ 營養均衡		331.50	$350.50
❑ 低糖飲食&全面保健		333.50	$352.00
❑ 清理、循環&茶		339.50	$357.50
	總計		

$350組合	數量	CV	價格
❑ 保健皮膚、眼睛&循環		341.00	$359.00
❑ 菁元·水系列及其它		315.00	$369.50
❑ 菁元素		327.00	$375.50
	總計		

$200組合	數量	CV	價格
❑ 消化&全面保健		197.50	$209.50
❑ 骨肌&滋養		201.00	$212.00
❑ 體重控制&保持活力		200.50	$210.50
❑ 清理&循環		190.00	$200.00
❑ 心理平衡&營養		190.00	$200.00
❑ 免疫&呼吸		192.00	$202.50
❑ 免疫&呼吸-D		192.00	$202.50
	總計		

自選訂貨	數量	CV	價格
	總計		

■ **固定訂貨或事業訂貨付款方式**† (請您注明給我們存檔並在您固定訂貨或事業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

❑ Visa ❑ MasterCard ❑ Discover 持卡人姓名: _____

信用卡號碼: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ 有效日期(月/年): ☐☐☐☐

持卡人簽字: _____ 日期: _____

請以清楚字跡填寫申請人姓名: _____

申請人簽字: _____ 日期: _____

† 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)。