

International Independent Marketing Executive Agreement

Complete this agreement to enroll as an International Marketing Executive in all current and future international markets in which a Melaleuca affiliate does business. Read this form before completing or signing it.

This is an application for international enrollment purposes only. The information below should match your current Marketing Executive record. Incomplete information will delay or prevent Melaleuca's acceptance and processing of this agreement. The original form must be received by Melaleuca.

FIRST NAME										LAST NAME										APPLICANT'S GOVERNMENT ID NUMBER/PASSPORT NUMBER									
PHILIPPINES SHIPPING ADDRESS (Please complete all applicable fields below for mailing of information, material & product)																													
Unit/Room/Floor/Building No.					Building Name/Tower					Lot/Block/Phase No.					House No.					Street Name									
Subdivision/Village/Zone										Barangay										Municipality/City									
Province										Zip Code																			
Email address (Send my order confirmation and other information to this email address)																													

I hereby consent to Melaleuca of the Philippines Inc. sending me email and text message, using email address or mobile phone number collected legally under my consent, regarding projects, services, business opportunities other related transactions.

☐ Worldwide (P2,500)

X
Applicant's Signature (this agreement is not valid unless signed) _____ Date _____

Mail this form to: Melaleuca of the Philippines, Inc. 4F KDC Plaza, 2212 Chino Roces Avenue, Pio del Pilar, Makati City, 1230 Philippines

Terms and Conditions (Please read carefully)

The applicant, in consideration of the mutual promises, covenants, and conditions set forth in this International Marketing Executive Agreement, hereby acknowledges, warrants, covenants, and agrees:

- I will be and will remain at all times while this agreement is in force, an active Marketing Executive in my local market and I agree at all times to abide by the terms of the Independent Marketing Executive Agreement and the corresponding Statement of Policies from my local market, as the same may be amended from time to time.
- I understand that this agreement is directly with Melaleuca of the Philippines, Inc. (hereinafter "Melaleuca") and that this agreement is separate and distinct from any agreement I have previously entered into with Melaleuca and Melaleuca's affiliates. I understand that this agreement, if approved, will authorize me to act as an International Marketing Executive in all current and future international markets in which a Melaleuca affiliate does business.
- I understand that in order to qualify for and receive commissions in each country, I must meet the conditions for earning commissions in that country.
- I will not directly or indirectly import any unapproved Melaleuca products or literature into any country. I understand that the approved product and business related claims may vary from country to country and I agree to review and use the approved marketing materials in each country. I will not make any product or business-related claims in any country where such claims are not approved by Melaleuca. I acknowledge that to do so would cause irreparable damage to Melaleuca and Melaleuca's affiliates.
- I will comply at all times with all applicable laws, rules, and regulations, and other legal requirements of each foreign country in which I function as an International Marketing Executive, and with the Statement of Policies and Independent Marketing Executive Agreement of the Melaleuca affiliate operating in each country, and the terms and conditions of those documents are incorporated by reference into this International Independent Marketing Executive Agreement, to the extent I function as an International Marketing Executive in a particular foreign country. I will endeavor to understand the Customer Agreement, Statement of Policies, Compensation Plan, and Independent Marketing Executive Agreement of the Melaleuca affiliate operating in each country I operate in so that I can adequately explain them to new Customers and Marketing Executives I enroll.
- I hereby release Melaleuca and Melaleuca's affiliates and their employees from all liability for any of my acts and omissions. I agree to waive any claims or causes of action which I may have occasion to assert respecting my status or conduct as an International Marketing Executive arising out of my acts or omissions. I agree to indemnify and hold harmless Melaleuca and its affiliates, shareholders, officers, directors, and employees from and against all claims or liabilities arising from the promotion or operation of my Melaleuca business.
- I understand that I will not be entitled to receive any commissions with respect to my international organization until Melaleuca receives the signed original of this agreement.
- Upon 30 days' notice to International Marketing Executives, Melaleuca may at its discretion amend the International Marketing Executive Program for each of its foreign affiliates and/or the terms of this International Marketing Executive Agreement, and each foreign affiliate may, at its discretion, amend its Independent Marketing Executive Agreement, Statement of Policies, and Compensation Plan, consistent with the terms of those agreements. Notification of such changes will be published in materials circulated to International Marketing Executives by Melaleuca. I agree to abide by any and all such amendments. The continuation of my International Marketing Executive Agreement and of my Melaleuca business or my acceptance of commission from Melaleuca constitutes my acceptance of and sufficient consideration for any and all amendments.
- My right to act as an International Marketing Executive or receive commissions from Melaleuca may be revoked at any time that Melaleuca has evidence that I have not conducted myself in accordance with the terms and conditions of this agreement, or Melaleuca's Statement of Policies, or the Independent Marketing Executive Agreement or Statement of Policies of a Melaleuca affiliate in a foreign country in which I have functioned as an International Marketing Executive.
- A violation of any of the terms of this agreement, the Melaleuca Statement of Policies, or the Statement of Policies of a Melaleuca affiliate may result, at Melaleuca discretion, in forfeiture of commission checks from Melaleuca and/or Melaleuca affiliates, loss of all or part of my Melaleuca marketing organization, cancellation of this agreement, or any other disciplinary action deemed appropriate by Melaleuca.
- If any provision herein is held to be invalid, all other provisions will remain valid and enforceable.
- The term of this agreement is one year. I authorize Melaleuca to charge my account a total of P2,500 on an annual basis for the purpose of automatically renewing my International Marketing Executive Agreement. This agreement will be automatically renewed on each anniversary of the date hereof, unless otherwise cancelled. I may cancel this agreement for any reason at any time by submitting a written request to Melaleuca bearing the date, my printed name, and my original signature.
- Except as outlined in the Melaleuca, Inc. Statement of Policies with respect to claims or disputes regarding Policies 12, 20, 21, 31, and 43, to the extent permitted by applicable law. Any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination, or invalidity thereof, shall be referred to and resolved with finality by arbitration in accordance with the Arbitration Rules of the Philippine Dispute Resolution Center, Inc. ("PDRCI Rules") in force at the time of the commencement of the arbitration. The arbitration shall be conducted by a panel of three arbitrators appointed in accordance with the PDRCI Rules. The seat of the arbitration shall be in the Philippines and the venue of arbitration proceedings shall be in Makati City. The language of arbitration shall be English. The above default dispute resolution provision notwithstanding, the parties hereby agree that Melaleuca shall have the option to have any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall instead be resolved through judicial action before a court of competent jurisdiction in [Makati City], to the exclusion of any other court.

