

Instructions

1. Please print clearly in blue or black ink.
2. Fill out all required fields denoted by an asterisk (*). **Your application cannot be processed without this information.**
3. Sign the Taxpayer Identification Number (TIN) section below.
4. Complete the Independent Consultant Product Order Form which is required with your application to purchase your Starter Kit or upgrade from Preferred Client to Independent Consultant status. Go to The Source, and search: Application & Agreement.

Check here if this is confirming a previously faxed application. _____ Number of pages faxed

Mr. Mrs. Ms. Miss

First Name* _____ Last Name* _____ Middle Name _____

Address* _____

City* _____ County* _____ State* _____ ZIP* _____

Email* _____ Birth Date* ____/____/____
Must be 18+ years of age to apply

Bus. Phone (____) _____ Home Phone* (____) _____ Fax (____) _____ Cell Phone (____) _____

Sponsor's Arbonne ID* _____ Sponsor's Name* _____

Check here if you have an Arbonne ID as a Client or Preferred Client and wish to retain this account with upgraded status.

Current Arbonne ID _____

1. I understand that I have the right to cancel my participation in this program at any time, with or without reason, by submitting written Notice of Cancellation to Arbonne at its principal business office. I further understand and agree that Arbonne may terminate this Agreement, with or without reason, upon 30 days advanced written notice to me.
2. By signing this application, I consent to the collection, use, and disclosure of the personal information provided in this Application & Agreement for the purposes of fulfilling the terms of this Agreement and as set forth in Arbonne's Privacy Policy available at arbonne.com.
3. I have read and agree to the Terms & Conditions on the back of this Application & Agreement.

Applicant's Signature* _____ Date ____/____/____

Sponsor's Signature* _____ Date ____/____/____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (FIVE DAYS for Alaska Residents; 15 DAYS for Montana residents). See the reverse side of this Application & Agreement for an explanation of this right.

Enter your Taxpayer Identification Number (TIN) in the box. The TIN provided must exactly match the name given below to avoid backup withholding or termination of your account. For individuals, this is your Social Security Number (SSN). However, for a resident alien or sole proprietor, see the IRS W-9 Form, Part 1 on page 3 for instructions. For other entities such as businesses, you must provide your TIN to Arbonne on the IRS W-9 form, which is available at www.irs.gov.

Applicant's Name _____
(As shown on your income tax return)

Social Security Number								

I certify that the above information is correct and I understand that failure to provide accurate information may subject me to backup tax withholding or termination of my account.

Applicant's Signature _____ Date ____/____/____

Send completed application to:
ARBONNE INTERNATIONAL, LLC
 Attn: Customer Service, 4550 Excel Pkwy, Ste 600, Addison, TX 75001
 Phone: 1.800.ARBONNE | Fax: 1.866.634.1151
 Please keep a copy for your records.
 White = Send to Arbonne
 Yellow & Pink = Arbonne Independent Consultant's Copies

Office Use Date Rec'd ____/____/____ Arbonne ID _____
 Amt Rec'd \$ _____ Pd by: Charge _____ M/O No. _____
 Order Total \$ _____ Trans No. _____
 Authorized by _____



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Mr. Mrs. Ms. Miss

First Name* Last Name* Middle Name

Address*

City* County* State* ZIP*

Email* Birth Date* Must be 18+ years of age to apply

Bus. Phone Home Phone* Fax Cell Phone

Sponsor's Arbonne ID* Sponsor's Name*

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Office Use Date Rec'd Arbonne ID

Amt Rec'd \$ Pd by: Charge M/O No.

Order Total \$ Trans No.

Authorized by



TERMS & CONDITIONS

- I understand that as an Arbonne International, LLC ("Arbonne") Independent Consultant:
 - I have the right to sell Arbonne products in accordance with these Terms.
 - I have the right to enroll persons in Arbonne.
 - I will support and train Arbonne Independent Consultants who I sponsor.
 - I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and payments as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
 - I will perform my obligations as an Arbonne Independent Consultant with honesty and integrity.
- I agree that as an Arbonne Independent Consultant I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Arbonne. I shall 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 ARBONNE FOR FEDERAL OR STATE TAX PURPOSES.
- I have carefully read and agree to comply with Arbonne's Policies & Procedures, Code of Ethics, and Privacy Policy, all of which are incorporated into and made a part of these Terms & Conditions (collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of any of the terms of the Agreement, to be eligible to receive remuneration from Arbonne. Arbonne may amend the Agreement at its sole discretion. Amendments shall be effective 30 days after notice of the amendment is published in commercially reasonable fashion, which includes, but is not limited to, posting online in the Internet Consultants section of arbonne.com. If I do not agree to any amendment, I shall cancel my Arbonne Independent Consultant Agreement in writing no later than the effective date of the amendment.
- The initial term of this Agreement is one year and shall automatically renew, subject to Arbonne's right to reject a renewal, upon receipt of payment of the annual renewal fee. If I fail to meet the Independent Consultant maintenance requirement, annually pay the renewal fee to renew my Arbonne business, or if it is canceled or terminated for any reason, I will permanently lose all rights as an Arbonne Independent Consultant. I shall not be eligible to sell Arbonne products and services nor shall I be eligible to receive remuneration resulting from the activities of myself or my former downline sales organization. In the event of cancellation, termination, nonrenewal or failure to meet maintenance requirements, I agree to waive all rights, 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. Arbonne reserves the right to terminate any Agreement as provided in the Arbonne Policies & Procedures and all Arbonne Independent Consultant Agreements upon 30 days' notice if the Company elects to cease business operations or dissolve as a business entity.
- I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Arbonne. Any attempt to transfer or assign this Agreement without the written consent of Arbonne renders this Agreement voidable at the option of Arbonne and may result in termination of my business.
- I understand that if I fail to comply with the terms of the Agreement, Arbonne may, at its discretion impose upon me disciplinary sanctions 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.
- Arbonne, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I waive all claims to, consequential and exemplary damages against Arbonne and its affiliates. I further agree to release Arbonne and its affiliates from all liability arising from or relating to the promotion or operation of my Arbonne business and any activities related to it (e.g., the presentation of Arbonne products or SuccessPlan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and I agree to indemnify Arbonne and its affiliates for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
- The Agreement, in its current form and as amended by Arbonne at its discretion, constitutes the entire contract between Arbonne and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect.
- Any waiver by Arbonne of any breach of this Agreement must be in writing and signed by an authorized officer of Arbonne. Waiver by Arbonne of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
- If any 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.
- This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. All disputes and claims relating to or arising from the Agreement, the rights and obligations of an Arbonne Independent Consultant, or any other claims or causes of action relating to the performance of either an Arbonne Independent Consultant or Arbonne under the Agreement shall be settled as specified in Arbonne's Mediation and Arbitration Policy contained in Arbonne's Policies & Procedures. ARBONNE INDEPENDENT CONSULTANT WAIVES ALL RIGHTS TO A COURT OR JURY TRIAL EXCEPT AS SPECIFIED BELOW AND IN ARBONNE'S POLICIES & PROCEDURES.
- The parties consent to jurisdiction and venue before any federal or state court in Orange County, State of California, for purposes of enforcing an award by an arbitrator, for equitable relief, or any other matter not subject to arbitration as specified in the Policies & Procedures.
- Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against Arbonne with jurisdiction and venue as provided by Louisiana law.
- Montana Residents Only: A Montana Resident may cancel this Arbonne Independent Consultant Agreement within 15 days of the date of enrollment and may return the Arbonne Independent or Consultant Starter Kit for a full refund within such time.
- If an Arbonne Independent Consultant wishes to bring an arbitration action against Arbonne 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 such time shall bar all claims against Arbonne for such act or omission. Arbonne Independent Consultant waives all claims that any other statutes of limitations applies.
- I authorize Arbonne to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
- A faxed copy of this Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

Date of Transaction _____ Arbonne ID _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the date on which it was executed (FIVE DAYS for Alaska residents; 15 DAYS for Montana residents). If you cancel, any payments made by you under the contract or sale, and any negotiable instrument executed by you, will be returned within 10 BUSINESS DAYS following receipt by Arbonne of your cancellation notice. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, to Arbonne Attn: Customer Service, 4550 Excel Pkwy, Ste. 600, Addison, TX 75001 or send a fax to Arbonne at 1.866.634.1151 NO LATER THAN MIDNIGHT of the third business day following the date on which you executed the Agreement.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Name _____

Buyer's Signature _____ Date _____