Customer Membership Agreement

Melaleuca The Wellness Company

3910 South Yellowstone Hwy
Idaho Falls, ID 83402-6003

Mail white copy to Melaleuca • Applicant keeps yellow copy • Enroller keeps pink copy • Enrollments 1-800-262-0600 • Phone Orders 1-800-282-3000 • Fax 1-888-528-2090

1. Customer Information (Please print clearly)

Please enroll me as a

☐ **Preferred Customer.** I commit to purchase products totaling at least (check one):
☐ **Direct Customer.** I'll pay the regular price for Melaleuca products.
☐ Mr. ☐ Mrs. ☐ Ms.

☐ 35 Product Points each month. I'll receive 30% to 40% off the regular price of Melaleuca products and participate in the Melaleuca Advantage Dollars program.
☐ 75 Product Points each month. I'll receive additional benefits.

FIRST NAME | INITIAL | LAST NAME

SPOUSE'S FIRST NAME (If spouse is also an applicant) | INITIAL | LAST NAME

SHIPPING ADDRESS (For mailing of information, materials & products)

CITY | STATE | ZIP

EMAIL ADDRESS (Inform me about Melaleuca news, business updates, and the latest information on products and services.)

Please indicate preferred phone number(s) for contacting you.

HOME

BUSINESS

FAX

BIRTHDATE Month Day Year

MEMBERSHIP PORTFOLIO #

$25 membership fee required if not purchasing a $29 Business Kit. ☐ CHECK ENCLOSED ☐ BILL MY PRIMARY FORM OF PAYMENT

2. New Customer Account Information

To protect your Preferred Customer status, please provide two forms of payment. At least one form of payment is required. All accounts must be in the name of the new customer.

PREFERRED FORM OF PAYMENT (Required)

☐ VISA ☐ MASTERCARD ☐ DISCOVER/NOVUS

EXPIRES (mo/yr):

SECONDARY FORM OF PAYMENT

☐ VISA ☐ MASTERCARD ☐ DISCOVER/NOVUS

EXPIRES (mo/yr):

ELECTRONIC CHECKING *(Write your bank account number in the space below. Attach a voided check to verify your account number and for us to notify your bank of this agreement for pre-authorization. Electronic checking information provided by telephone is an authorized payment method while the Customer Membership Agreement is in transit.)*

In the event that the preferred method of payment indicated above is not valid, Melaleuca will charge any other valid method of payment on file.

X
AUTHORIZED SIGNATURE

3. Choose Your Backup Order: (Required for all Preferred Customers)

Choose the Preferred Customer Backup Order that fits your needs. Your automatic Backup Order keeps you in good standing to receive your Preferred Customer discount and other Preferred Customer benefits. If you're away on vacation or business, don't meet your Product Point commitment, or just forget to place your order, the Backup Order will be sent automatically, assuring that you meet your Product Point commitment and that you receive all Preferred Customer savings and benefits. (SALES TAX and SHIPPING & HANDLING NOT INCLUDED)

Preferred Customer Backup Order Selections, Check Item

☐ **Select Pack** (Complete form on the back side of white copy)
☐ Wellness Backup Order—42 PTS (*Daily for Life Pack*®)—$69.99
☐ #1—35 PTS Backup Order (includes *Vitality Pack*®)—$47.99
☐ #2—35 PTS Backup Order (no *Vitality Pack*®)—$47.99
☐ #3—75 PTS Backup Order (includes *Vitality Pack*®)—$96.99

☐ For Women ☐ For Men

Initial here to acknowledge your Backup Order selection.

4a. Lead/Enroller

(4A-4C For Official Use Only)

FIRST NAME | INITIAL | LAST NAME

CUSTOMER NUMBER | PHONE

☐ International Enrollment. My enroller is from the following country:

4b. Presentation By

FIRST NAME | INITIAL | LAST NAME

CUSTOMER NUMBER | PHONE

I affirm that the presentation was done by the person listed in this section 4b.

Enroller's Initials

4c. Immediate Support Team Marketing Executive

FIRST NAME | INITIAL | LAST NAME

CUSTOMER NUMBER | PHONE

Melaleuca expresslink™ click. click. click. shopping done.

☐ Email my ExpressLink order reminder on the _____ (day*) of each month and allow me to schedule future orders!
(*between 1st-15th)

MELALEUCA MARKETPLACE

Be sure to sign up for Melaleuca's money-saving services. See the Services Order Form for more details on how you can get started and receive $50 Advantage Dollars. Be sure to check out your exclusive discounts with Melaleuca's online Retail Partners.

5. Signature

BY SIGNING, I ACKNOWLEDGE THAT I AM AT LEAST 18 YEARS OLD AND HAVE CAREFULLY READ AND AGREE TO THE MELALEUCA CUSTOMER MEMBERSHIP AGREEMENT TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT.

X
Customer's Signature *(this Customer Membership Agreement is not valid unless signed by the customer)* Date

X
Spouse's Signature *(if applicable)* Date

I may cancel this Agreement for any reason at any time by giving written notice to Melaleuca bearing my original signature, printed name, address, and Customer Number. Written cancellations received by Melaleuca on or before the 25th of the month will be effective the month received, written cancellations received by Melaleuca after the 25th of the month will be effective the following month. **In addition to the foregoing, I may cancel this agreement for any reason within three business days from the date hereof by giving written notice to Melaleuca bearing the date, my printed name, and my original signature.** Cancellation notices must be mailed to: Melaleuca, Inc., 3910 S. Yellowstone Hwy., Idaho Falls, Idaho 83402-6003.

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Customer Membership Agreement Terms and Conditions (please read carefully)

The Preferred Customer Backup Order Agreement
If I am enrolling as a Preferred Customer, I agree to purchase products totaling at least the specified Product Point value (35 or 75) each month, which I selected in Section 1 on the front of this Agreement. I also agree to pay any and all applicable sales taxes and shipping and handling charges. By enrolling as a Preferred Customer, I authorize Melaleuca to ship the Backup Order designated in this Agreement for any calendar month in which my product orders do not equal or exceed my Product Point commitment. Melaleuca is under no obligation to ship any products if the authorized accounts are overdrawn or have been closed.

Select Pack Backup Order Substitutions
In the event that any product I have selected on the Select Pack form below becomes unavailable, or if the Product Points for any products I have selected are reduced, I authorize Melaleuca to substitute another product or products of equal or greater value to ensure that I meet my Product Point commitment. I further authorize Melaleuca to charge my account for any price difference for the substituted product(s). If I am not satisfied with the substitute product(s), I may return it for an exchange and authorize Melaleuca to credit or charge my account for any price difference.

Payment Authorization
I authorize Melaleuca to withdraw payment from my credit card or bank account as specified on the front of this Agreement for orders I place directly and for my Backup Order. I give my permission that, if Melaleuca is unable to collect payment in full from my credit card account, then Melaleuca may make multiple attempts to collect for up to 60 days and, no more than twice, add $.50 to $1.00 to my balance to cover the ongoing costs for administration of the collection of my account. I agree to pay a $10.00 service fee in the event a check or charge is dishonored for any reason. After my account has been charged by my financial institution, I have the right to have the amount of any erroneous withdrawal immediately deposited to my account by my financial institution up to 15 days following issuance of my bank statement or 45 days after posting. I will hold Melaleuca, Inc. harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.

Convenience Certificate Redemption
I understand that after I have been a Preferred Customer for six months, I may select Convenience Certificates as my Backup Order. I agree to redeem Convenience Certificates promptly. I understand that Convenience Certificates may be redeemed for product only, and may not be returned for a refund or credit on account.

Changes
I understand that I may change my Backup Order selection or make changes to my Select Pack by calling or writing Melaleuca and requesting the change. For all other changes to my Backup Order (e.g., to change the method of payment or the authorized amount) I must sign and submit to Melaleuca a new Customer Membership Agreement. If I submit more than one Customer Membership Agreement, the most recent signed agreement will supersede all previous agreements. I understand that Melaleuca reserves the right to substitute products and/or change prices or Product Point allocations without notifying me, but that substitutions to Select Packs will only occur if selected products become unavailable. I also understand that, upon written notice to me in my product order or by some other means, Melaleuca may at its discretion, unilaterally and prospectively, change the provisions, terms and conditions of this Agreement and that my only remedy for not accepting such changes is to immediately terminate this Agreement.

Membership Fee
The cost to enroll as a Customer is $25.00 plus applicable sales tax. I will receive a Membership Portfolio and a subscription to Melaleuca's catalogs to keep me updated on products and the latest in health and wellness as long as I remain an active Customer. If I simultaneously submit a Melaleuca Independent Marketing Executive Application and Customer Membership Agreement, the $29.00 Independent Marketing Executive application fee will include the Customer membership fee. My membership entitles me to free access to discounts and savings on hundreds of products and services in the Melaleuca Marketplace.

Renewal Fee for Preferred Customers
If I have enrolled as a Preferred Customer, I authorize Melaleuca to charge my account a total of $12.00 (plus applicable sales tax) on an annual basis for the purpose of automatically renewing my Customer Membership Agreement.

Term
The term of this Agreement is one year. This Agreement will be automatically renewed annually on each anniversary date of this Agreement and will remain in effect until: (1) I elect to alter or change my customer status with Melaleuca by submitting a new signed Customer Membership Agreement, or (2) I cancel this Customer Membership Agreement pursuant to the preceding paragraph, or (3) Melaleuca cancels this Agreement upon written notice to me at my address set forth herein, which I agree Melaleuca may do at any time in its sole discretion.

Satisfaction Guarantee
If I am not completely satisfied with any product I purchase from Melaleuca, I may return the unused portion of the product, together with a copy of the invoice, to Melaleuca within 60 days of the date of purchase and Melaleuca will (1) credit my account for the total purchase price of the product (less shipping and handling charges), or (2) upon my written request, replace the product without charge, or (3) upon my written request, refund the total purchase price of the product (less shipping and handling charges). If I have unredeemed credit on account with Melaleuca which is more than six months old, I understand that Melaleuca may make an effort to locate me and advise me in writing of the credit that is on account. Melaleuca may continue to make such attempts on a monthly basis and will charge my account a $10 service fee for each month's notification process for as long as I have a credit on account that is at least six months old. I also understand that any refund checks sent to me that remain uncashed for more than 180 days will not be honored and the amount of the check, less a processing fee of $15 and a bank cancellation/stop payment fee of $10, will be credited to my account, which credit shall be subject to the above notification process and associated service fees. Melaleuca reserves the right to cancel the Customer Membership Agreement of any Customer who abuses the Melaleuca satisfaction guarantee and return policy by excessively returning product.

Dispute Resolution
To the extent permitted by law, all claims or disputes of any nature between current or former Preferred or Direct Customers and Melaleuca (or its officers, shareholders or employees), if not resolved by mutual agreement, shall be resolved by binding arbitration using an arbitrator or arbitrators mutually agreeable to the parties. If the parties are unable to agree upon an arbitrator, a court of competent jurisdiction may appoint an arbitrator. To the extent permitted by law, the prevailing party in any proceeding (whether in arbitration or court or otherwise) between a Customer and Melaleuca (or its officers or employees) shall be entitled to an award of attorneys' fees and costs. To the extent that any provision of this Agreement is, or is found to be, invalid or unenforceable under, or in violation of, applicable law, such provision will be deemed ineffective only to the extent of such invalidity, unenforceability or violation and will not invalidate or render unenforceable any other provision of this Agreement.

Email and Telephone Communications
I consent to Melaleuca sending me email messages or notifying me by telephone or facsimile regarding its products, services, business opportunity and other topics that Melaleuca considers may be of interest or benefit to me. I agree that my receipt of any telephone, e-mail or other contacts by Melaleuca or by Melaleuca Independent Marketing Executives shall not be deemed a violation by Melaleuca of any state or federal telephone solicitation, no-call, anti-spam, customer protection or similar laws.

Melaleuca Advantage Dollars
Preferred Customers who have committed to purchase products totaling 35 or 75 Product Points per month are eligible to participate in the Melaleuca Advantage Rewards program. Advantage Dollars can only be used toward the purchase of Product Point products. No Product Points will be given for products purchased in whole or in part with Advantage Dollars. At the time of cancellation or discontinuation of their Preferred Customer status, Preferred Customers will forfeit all Advantage Dollars in their account. Advantage Dollars may only be redeemed after placing a minimum Product Point order for the calendar month, in conjunction with another order, and in amounts of no less than 20 Advantage Dollars. Shipping & handling charges will be assessed for all Advantage orders. Advantage Dollars cannot be used towards the payment of sales tax and/or shipping and handling charges. Applicable taxes may be assessed. Melaleuca reserves the right to change or discontinue the Advantage Rewards program without notice at any time. Credit for returned products purchased with Advantage Dollars or as part of an Advantage order will only be given in Advantage Dollars for future redemption.

Resale of Products
I agree that I will not offer Melaleuca products for sale via the Internet or other form of nationally available media. This obligation will continue even after my Customer Membership Agreement is terminated. I understand that Melaleuca shall have the right to prevent any such offers by legal action and that, to the extent permitted by law, I will be obligated to pay Melaleuca's legal fees and costs in connection with any such legal action based upon my violation of this obligation.

Amendments
I understand that by written notification from Melaleuca sent to me in my product order or by some other means Melaleuca may amend this Customer Membership Agreement. I agree to be bound by all such amendments and that my only remedy for not accepting any such amendments is to immediately terminate this Agreement. My placing of an order or accepting a Backup Order after my receipt of notice of any amendment will constitute my acceptance of the amendment.

Cancellation Rights
I may cancel this Agreement for any reason at any time by giving written notice to Melaleuca bearing my original signature, printed name, address, and Customer Number. Written cancellations received by Melaleuca on or before the 25th of the month will be effective the month received, written cancellations received by Melaleuca after the 25th of the month will be effective the following month. **In addition to the foregoing, I may cancel this agreement for any reason within three business days from the date hereof by giving written notice to Melaleuca bearing the date, my printed name, and my original signature.** Cancellation notices must be mailed to: Melaleuca, Inc., 3910 S. Yellowstone Hwy., Idaho Falls, ID 83402-6003.

"Select Pack" The Preferred Customer Backup Order you create with the products you want most!

Customer Name

Home Phone Number

PRODUCT POINT COMMITMENT: (Your Select Pack Product Points must equal or exceed the commitment level selected below).

(Select One) ❍ 35 or ❍ 75

You will be sent the Select Pack Backup Order listed below any month that your total product purchases do not equal or exceed 35 or 75 Product Points. Note: You may change the items selected below at any time by contacting Melaleuca. Changes to your Product Point commitment require you to sign and submit a new Customer Membership Agreement. Specials, discounted products, or packs and promotions are not available as Select Pack items. If a special or promotion is selected you will receive the product at the Preferred Customer price with full Product Points.

Stock #	Qty.	Item Description	Unit Product Points	Total Product Points	Unit Price	Total Price
*Shipping and handling charges plus applicable sales tax will be added to your order and reflected on the printed invoice included.			**TOTAL POINTS:**		**TOTAL PRICE*:**	

If submitting this agreement by fax, please remember to fax both sides of this document.