



United States Independent Brand Partner Application & Agreement

START SAVING NOW!

Step 1: Become a Brand Partner		Step 2: Pick Your Pack(s) - Each pack is 48% or more off retail price!	
<input type="checkbox"/> STARTER PACK \$499.95 <i>\$879.95 RETAIL VALUE</i> 4 bottles of Night Cream, 1 bottle of Day Cream, 1 tube of Body Contour Cream, 1 box of EHT, 1 bottle of Eye Serum and Business Tools (Basic Kit): <ul style="list-style-type: none"> Personalized website Online Business Center Training resources Sales tools Up to 30 days free Enrollment in Auto-Delivery Program Nerium Edge access (see Step 3) Some features of Nerium Edge may not be available during free trial period. \$29.95 monthly fee thereafter.	<input type="checkbox"/> NIGHT/DAY PACK \$250 3 BOTTLES OF NIGHT CREAM 2 BOTTLES OF DAY CREAM <i>\$500 RETAIL VALUE</i> QUANTITY: ____	<input type="checkbox"/> EYE SERUM PACK \$250 6 BOTTLES OF EYE SERUM <i>\$480 RETAIL VALUE</i> QUANTITY: ____	
<input type="checkbox"/> BASIC KIT \$49.95 Business Tools listed above ONLY. No product included.	<input type="checkbox"/> NIGHT PACK \$250 4 BOTTLES OF NIGHT CREAM <i>\$480 RETAIL VALUE</i> QUANTITY: ____	<input type="checkbox"/> BODY PACK \$250 4 TUBES OF BODY CONTOUR CREAM <i>\$480 RETAIL VALUE</i> QUANTITY: ____	
	<input type="checkbox"/> DAY PACK \$250 6 BOTTLES OF DAY CREAM <i>\$420 RETAIL VALUE</i> QUANTITY: ____	<input type="checkbox"/> EHT PACK \$250 6 BOXES OF EHT AGE-DEFYING SUPPLEMENT <i>\$480 RETAIL VALUE</i> QUANTITY: ____	

Step 3: Pick Your Product(s) – Auto-Delivery Order (ADO) Options		Log-in and Marketing Information	
<input type="checkbox"/> NIGHT/DAY COMBO \$140 QUANTITY: ____	<input type="checkbox"/> EYE SERUM \$60 QUANTITY: ____	Choose a URL for your branded Nerium website. This will also be your username for logging in to your Business Center. Example: username.nerium.com. Username Option 1: _____ Username Option 2: _____ Password: _____ (Letters or numbers only, 6–12 characters in length.)	
<input type="checkbox"/> NIGHT CREAM \$90 QUANTITY: ____	<input type="checkbox"/> EHT SUPPLEMENT \$60 QUANTITY: ____		
<input type="checkbox"/> BODY CONTOUR CREAM \$90 QUANTITY: ____			
Enroll me in the optional Auto-Delivery Order program. I understand and agree that my Auto-Delivery Order will be processed and shipped monthly, starting next month. I understand that if my initial enrollment is processed after the 23rd of the current month, my next Auto-Delivery Order will be processed on the 23rd of the next calendar month. The payment method used for my initial enrollment will be used for my Auto-Delivery Order.			
Signature: _____			

Sponsor (Brand Partner Who Introduced You to Nerium)	Payment Method
Sponsor's Nerium Brand Partner ID Number or Username: _____	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> American Express
Sponsor's Name (First Name Last Name): _____	Card Number: _____
	Exp. (mm/yyyy): _____ CVV: _____

Primary Applicant	
First Name: _____	Last Name: _____ <input type="checkbox"/> Male <input type="checkbox"/> Female
Social Security Number (SSN): _____	Date of Birth (mm/dd/yyyy): _____
Business Name (if applicable): _____	
Shipping Address: _____	
City: _____	State: _____ Zip Code: _____ Country: _____
Email: _____	Phone Number: _____ <input type="checkbox"/> Cell <input type="checkbox"/> Home

Co-Applicant (If Applicable)	
First Name: _____	Last Name: _____
Email: _____	Date of Birth (mm/dd/yyyy): _____

To enroll via email, please scan or take a photo of your application and send to enrollments@nerium.com.

Signature of Cardholder (required): _____

I authorize Nerium International to charge the above named account for the enrollment option selected. I understand that Nerium International will apply applicable taxes and shipping and handling charges to my order. If an Auto-Delivery Order (ADO) or monthly Nerium Edge subscription is included in the purchase option, I authorize Nerium International to ship/charge for these products monthly. Cancellation must be submitted in writing at least five (5) business days prior to the auto delivery or Nerium Edge billing cycle date. I understand that all financial transactions are in U.S. dollars. My signature below indicates that I have carefully read and understand the Terms of Agreement and the Policies and Procedures Manual, that I have included Payment Authorization and Auto-Delivery Agreement, and that I am willing to accept the terms and conditions herein. As an Independent Brand Partner, I understand that I have the right to cancel at any time, for any reason. Cancellation must be submitted in writing to the company at its principal place of business. This agreement is not effective until accepted by Nerium International at its principal place of business.

I hereby attest that I am 18 years of age or older and have the legal capacity to enter into binding agreements.

Signature: _____ **Date:** _____

All amounts shown are in U.S. dollars unless specified differently.

TERMS OF AGREEMENT

- (1) **REGISTRATION:** In order for you to register as a Nerium International Brand Partner, you must provide your legal name, home address, Social Security number or tax ID, date of birth, email address and telephone number. In addition, you must also agree to be bound by the Nerium International Terms and Conditions, Policies and Procedures Manual, Spam Policy and Brand Partner Compensation Plan. You understand that the following information is a summary of the above mentioned agreements and that you will review, within the first 30 days from the date of your registration, the complete agreements, which are available on the Nerium International website.
- (2) **TERM:** This Agreement will remain in effect until you elect to submit your cancellation of this Agreement to Nerium International. If no purchase is made by you or your customers for a period of six (6) months, your Brand Partner position will be canceled. You may cancel your agreement at any time.
- (3) **PAYMENT AUTHORIZATION AND AUTO-DELIVERY AGREEMENT:** If you choose to enroll in the Nerium International Auto-Delivery Order program or subscribe to any Nerium International subscription services, you authorize Nerium International to charge your credit card identified as part of this Agreement. You understand that applicable fees and taxes will also be added to all orders. You shall hold Nerium International harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to your account. All financial transactions will be in U.S. dollars.
- (4) **PREFERRED CUSTOMER RULE:** A Preferred Customer must personally opt in to the monthly Auto-Delivery Order Program. Invalid Preferred Customer orders are defined as orders submitted as Preferred Customer orders for qualification purposes without the written authorization from the customer. If a Nerium International Brand Partner submits a Preferred Customer order without the customer's consent, the Brand Partner will be subject to disciplinary action, including termination. Preferred Customer orders cannot be paid by or shipped to a Nerium International Brand Partner for any reason, no exceptions.
- (5) **CANCELLATION:** You have the right to terminate or cancel your Brand Partner position at any time by contacting Nerium International Support at 855-463-7486 or by ticket at neriumsupport@nerium.com. If your Brand Partner position is canceled or terminated for any reason, you will not have any further access to your Brand Partner Business Center.
- (6) **INDEPENDENT CONTRACTOR:** You agree that as a Nerium International Brand Partner, you are an independent contractor and not an employee, partner, legal representative or franchisee of Nerium International. You agree that you will be solely responsible for paying all expenses you incur, including but not limited to travel, food, lodging and other expenses. Nerium International will not withhold or deduct from your bonuses and commissions, if any, FICA or taxes of any kind.
- (7) **TERMINATION:** If you fail to renew your Nerium International business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Brand Partner to your former downline and to any bonuses, commissions or other remuneration. Nerium International reserves the right to terminate all Brand Partner Agreements upon 30 days notice if the company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.
- (8) **TERMINATION RETURNS:** A Brand Partner who terminates his or her business relationship with the company has the right to return, for repurchase on commercially reasonable terms, currently marketable inventory – including company-produced promotional materials, sales aids and kits – in the Brand Partner's possession and purchased for resale prior to the date of termination. For purposes hereof, "reasonable commercial terms" shall mean the repurchase of marketable inventory within twelve (12) months from the Brand Partner's date of purchase at not less than 90% of the Brand Partner's original net cost less appropriate set-offs and legal claims, if any. Original shipping costs are not refundable and customer is responsible for the cost of return freight. Any commissions, overrides and/or bonuses paid to customer will be deducted from the refund. In addition, for purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the product's commercially reasonable, usable or shelf-life period has passed (shelf life will be deemed to have passed if the product package has been opened); nor shall products be considered "currently marketable" if the company clearly discloses to Brand Partner prior to purchase that the products are seasonal, discontinued or special promotional products and are not subject to the repurchase obligation. The company will not issue a refund for, nor replace, any product previously certified as having been sold under the 70% Rule. No refunds will be issued unless a Brand Partner is in strict compliance with the published refund policy that is part of the Nerium International Policies and Procedures Manual. Non-accepted delivery charges will be debited to the Brand Partner's account for refusing product.
- (9) **ASSIGNMENT:** You may not assign any rights or delegate your duties under the agreement without the prior written consent of Nerium International.
- (10) **COMPLIANCE:** You understand that if you fail to comply with the terms of the agreement, Nerium International may, at its discretion, impose disciplinary action as set forth in the Policies and Procedures Manual.
- (11) **OWNERSHIP AND LICENSING RIGHTS:** You understand and agree that all of the content, programs and other information on Nerium International's site is solely owned by Nerium International, and protected under the laws regarding trademarks, copyrights, service marks, patents, trade secrets and/or other laws. You will not publish, reproduce, copy, paste and/or otherwise use, in any part, any content, program or other information from Nerium International's site without Nerium International's express written permission.
- (12) **DISPUTE RESOLUTION:** Any and all disputes regarding, or related to, this Agreement, and all other documents incorporated herein, shall be governed and construed in accordance with the laws in the State of Texas, and shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") and conducted under its rules, and the arbitration proceeding shall be held in Dallas County, Texas, as is more particularly set forth in Section 11.09 of the Nerium International Policies and Procedures Manual.
- (13) **THIRD-PARTY DEALINGS:** Nerium International may provide, or advertisers or other third parties may provide, links to other sites or resources. You agree that Nerium International is not responsible or liable for any content, advertising, products, services or other matters on or available from such sites or resources from such advertisers or third parties.
- (14) **LIMITATION OF DAMAGES:** To the extent permitted by law, Nerium International and its affiliates, officers, directors, employees and other representatives shall not be liable for, and Brand Partner hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages which may arise out of any claim whatsoever relating to the company's performance, non-performance, act or omission with respect to the business relationship or other matters between any Brand Partner and the company, whether sounding in contract, tort or strict liability. Furthermore, it is agreed that any damages to Brand Partner shall not exceed, and is hereby expressly limited to, the amount of unsold company programs, services and/or products of the company owned by Brand Partner, and any commissions owed to Brand Partner.
- (15) **LOUISIANA RESIDENTS:** Notwithstanding the foregoing, Louisiana residents may bring an action against the company with jurisdiction and venue as provided by Louisiana law.
- (16) **MONTANA RESIDENTS:** A Montana resident may cancel his or her Brand Partner Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.
- (17) **USE OF IMAGE:** You authorize Nerium International to use your name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
- (18) **CODE OF ETHICS:** Nerium International believes that its Brand Partners should subscribe to the principles of fairness, honesty, integrity and service. The relationship of the company to Brand Partner, Brand Partner to Customer, and Brand Partner to others should be preserved, protected and promoted in accordance with the highest standards of conduct. Therefore, Brand Partner agrees to abide by and subscribe to the code of professional ethics (the "Code of Ethics") contained in section twelve of the Brand Partner Policies and Procedures Manual.
- (19) **FAXED COPIES:** A faxed copy of this agreement shall be treated as an original in all respects.