

WHOLESALE CLUB APPLICATION FORM (continued)

I hereby apply to become an Eniva Wholesale Club (EWC) Member, defined herein as "Eniva Member, Member, or (EWC) Member," I understand & agree:

1. I am of legal age (18 years or older) and reside in the state in which I enter this application. I further understand this Application will be processed by Eniva when all information on this form is filled out and verified.
 2. I shall become an Eniva (EWC) Member upon acceptance of this application by the company in accordance with the company's Membership Plan and Policies and Procedures. As a Member, I understand I WILL RECEIVE: Wholesale Member prices on Eniva products, a free bonus box of VIBE 1 oz. packets, a \$10 shipping credit on my initial order if it is increased to \$100 SV or more, and a 1-year subscription for an Eniva customizable product website. I will also receive the ability to participate in the SmartOrder Rewards Program, receive Member product offers and have the opportunity to participate in online (world wide web) Member activities.
 3. By virtue of this completed application, I give Eniva Corporation permission to send me periodic communications via mail, email and phone. If I prefer not to receive these communications, I will contact Eniva Corporation Member Services.
 4. The Application becomes effective upon acceptance of the Application by Eniva, signed or over the phone. At that time, Eniva will assign a unique Member Identification Number which must be used in all official business correspondence and contacts with the company. Eniva allows only one position per person. This may be one SSN or EIN, but not multiple entities or combinations of entities.
 5. As a new Eniva Member, I understand Eniva products are not intended to diagnose, treat, cure or prevent any disease. As a Member, I agree not to make or imply any such claims or demand a refund based on the misperception that these products will treat a disease. I am purchasing Eniva products of my own free will and agree not to hold Eniva liable for health conditions or outcomes, before, during or after using Eniva products, of myself or anyone I may share (defined as freely give or sell) Eniva products with.
 6. The company may amend the Member Policies, Procedures and any associated Eniva program at any time without prior notice. By signing the (EWC) Member Agreement, applying through a phone application, or any other such Eniva application form or means a Member agrees to be bound by any such alterations. The continuation of a member's business activities associated with the company constitutes their acceptance of any alterations.
 7. The Eniva Membership may be terminated by either party with or without cause, at anytime.
 8. I am NOT required to place a monthly minimum purchase; however, I must place a qualified order within each year of membership to retain an active membership status to continue to receive company offers and participate in company Programs. Please note, Option Pack pricing is available only as a benefit to Eniva EWC Member and Eniva managers. Certain products may not be available for Option Pack pricing. Please see the Eniva Price List.
 9. I understand: To become an Eniva customer/non-wholesale purchasing member with associated non-EWC member benefits, an enrollment fee is not required. To become an EWC Member, an enrollment fee of \$74.95 is required. Basic forms will be sent along with your product order. An on-line web shopping office will be automatically generated for your use.
 10. I will not use the Eniva's products, programs and company names in any advertisement or promotional material not pre-approved by Eniva in writing.
 11. By virtue of this completed application, Eniva Corporation has permission to re-use, publish, reproduce and distribute to the public any comments, testimonies, recordings, appearances, photographs, and any other medium, in conjunction with name if applicable, ("items") which have occurred as a result of your association with Eniva. Eniva Corporation is released and held harmless from any and all liability associated with or as a result of using these items. You may not be able to inspect or approve Eniva's finished use of these items. If you do not want these items used by Eniva Corporation, you must notify us in writing within 10 days of your application.
 12. Inventory loading or encouraging of inventory loading is strictly prohibited. NOTE: Upon resignation, a (EWC) Member may return unopened, unused product, that has not reached its expiration date (excluding shipping, handling and any applicable sales tax) for a 90% refund (except for special promotions, special pricing, and free product) within 12 months of becoming a Member.
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13. Should I choose to participate in the Eniva EWC "Thank You" Program and/or Marketing/Compensation Plan Program, I understand the following:
 - 13.1 Eniva Members are independent contractors and are not purchasers of a franchise. This Application is not intended nor shall be construed to create a relationship of employer-employee, agency and members, partnership or joint venture between the (EWC) Member, sponsor and/or Eniva. (EWC) Members have no legal right or authority to bind Eniva to any obligation.
 - 13.2 I understand that if I fail to make a qualifying monthly purchase I will forfeit my commission check for that month as well as other possible Marketing Plan Benefits. To qualify for commissions, and advancements, I must fulfill published personal requirements including but not limited to 24 CV points per month for PC and Club Member, 49 CV points per month for Manager and Area Manager, 74 BV points per month for Regional Manager, 99 CV points per month for Senior Regional Manager, Executive Regional Manager, Regional Director, National Director, Executive National Director, 124 CV points for Crown Director, Double Crown Director, Triple Crown Director, Royal Crown Director, and 149 CV points per month for Regional Vice President and National Vice President. Products may not be purchased for the purpose of advancement in the program.
 - 13.3 Eniva pays commissions on Commission Volume (CV) of Product Orders, excluding sales materials, signed by the enrollee. Note: variable CV on a select number of Eniva products.
 - 13.4 A technology fee of \$19.95 is applied to any Member's account who is participating in the company's Thank You Program and/or Marketing/Compensation Program at the close of their 13th month. The fee is debited from any commissions, bonuses and/or overrides the member has earned. If the member has not earned any monies, the fee will stay in their account as a debit against any earnings they may or may not acquire in the future. The Technology Fee covers a variety of technologies employed by Eniva on behalf of its members. The fee is applied regardless of whether or not a personal website is being used.
 - 13.5 The company may amend the Member Policies, Procedures, Thank You Program, Marketing/Compensation Plan and any associated Eniva program at any time without prior notice. By signing any Eniva member Agreement or application (including the EWC), applying through a phone application, or any other such Eniva application form or means, a Member agrees to be bound by any such alterations. The continuation of a member's business activities associated with the company constitutes their acceptance of any alterations.
 - 13.6 Upon acceptance of the Application by the Company, I may become an independent contractor responsible for my own business. Further, I will not be an employee of the company and will not be treated as such in regards to any laws including but not limited to the Federal Insurance Contribution Act, Federal Unemployment Tax Act, the Social Security Act, income tax withholding or any federal tax laws. It is my responsibility to abide by all state, income, and tax laws.
 14. Enrollee signature, SSN and government forms are required for any commissions, bonuses or overrides to be paid. It constitutes an agreement between Eniva Corporation and any member. The member understands and will comply with all applicable Federal and State Laws, Eniva's Policy and Procedures and Eniva's Commission Plan.
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15. **I acknowledge that I have read, understand and agree to the terms set forth in this Application.**

