

This application applies to Preferred Clients and Consultants

Choose One	
<input type="checkbox"/> Preferred Client	<input type="checkbox"/> Consultant

1.888.ARBONNE | Effective January 2012

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.**

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\* \_\_\_\_\_ Province\* \_\_\_\_\_ Postal Code \_\_\_\_\_

**For Individual/Sole Proprietors only:** Provide a unique 4 digit number\* \_\_\_\_ (To ensure security in your transactions)  Male  Female

**OR**

**For Businesses only:** Business Number\* \_\_\_\_\_ Additional forms required. Businesses must also submit Arbonne's Business Entity Registration Form available as a PDF at arbonne.ca > Internet Consultants > Tools > Download Forms.

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

Bus. Phone (\_\_\_\_) \_\_\_\_\_ Home Phone\* (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_

Ship to Address

(The Arbonne Starter Kit can only be shipped to a street address or PO box via Canada Post. Any other address will delay shipment.)

City/Town\* \_\_\_\_\_ Province\* \_\_\_\_\_ Postal Code \_\_\_\_\_

Sponsor's Arbonne ID\* \_\_\_\_\_ Sponsor's Name\* \_\_\_\_\_

**Choose One**

**Please register me as a Preferred Client (20% product discount)**

and send the Preferred Client Starter Kit

Item #7417 ..... **\$35.00**

no shipping & handling

**Please register me as a Consultant (35% product discount)**

and send the Consultant Starter Kit

Item #7414 ..... **\$95.00**

Please refer to the Arbonne SuccessPlan for activity and maintenance requirements.

\$7 set-up fee plus shipping & handling \$ \_\_\_\_\_

Separate Arbonne Consultant Starter Kit set-up fee is waived when a \$300 product order is attached.

**SUBTOTAL** \$ \_\_\_\_\_

(Subtotal x \_\_\_\_\_%. Canada Estimated Applicable Sales Tax(es) as applicable) **SALES TAX** \$ \_\_\_\_\_

(Subtotal+Sales Tax) **ORDER TOTAL**

**Shipping & Handling Fees/Set-up**

Preferred Client Starter Kit has no shipping and handling or set-up fee; however, if product is added to the order, shipping fees apply to the product portion of the order. Please add a \$7 set-up fee plus shipping & handling for the Consultant Starter Kit.

**Shipping Rates**

Product Order Total (SRP)	UPS Ground
\$0-\$129.99**	\$12.00
\$130**-\$269.99	\$17.00
\$270-\$389.99	\$19.00
\$390-\$519.99	\$22.00
\$520-\$649.99	\$25.00
\$650-\$1,299.99	\$27.00
\$1,300+	\$36.00

**UPS Flat Rates\***

UPS 2 Day	\$25.99
UPS Next Day	\$35.99

\*\*UPS 2nd Day and Next Day Air: This charge is per carton. Program details may be revised at a later date.

Please call Customer Service at 1.888.ARBONNE if you would like assistance completing this order.

Check here if an order is attached.

**Method of Payment:**  MasterCard  Visa  Amex  Money Order (Enclosed with this order)

Credit Card No. \_\_\_\_\_ Expiry Date \_\_\_\_\_

I authorize arbonne to charge the above order total for this order. If there are any miscalculations, I authorize Arbonne to adjust the total appropriately.

Cardholder's Name (Print) \_\_\_\_\_ Cardholder's Signature \_\_\_\_\_

Cardholder's Daytime Phone (\_\_\_\_) \_\_\_\_\_ Cardholder's Evening Phone (\_\_\_\_) \_\_\_\_\_

- 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 understand that I shall not be treated as an employee of Arbonne and shall not be entitled to receive any employee benefits from Arbonne whatsoever. Further, I understand that I shall be fully responsible for paying all applicable federal and provincial taxes, premiums and contributions related to my activities as an Arbonne Independent Consultant.
- I have carefully read and agree to comply with Arbonne's Policies & Procedures and the Arbonne SuccessPlan, both of which are online at arbonne.ca. I understand that this Independent Consultant Application & Agreement, the Arbonne Policies & Procedures, and the Arbonne SuccessPlan may be amended from time to time, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Arbonne materials. The continuation of my Arbonne independent business or my acceptance of overrides, commissions, bonuses or other benefits shall constitute my acceptance of any and all amendments. Arbonne discloses typical earnings of Independent Consultants on its website at arbonne.ca > The Company > Corporate Information > Independent Consultant Compensation Summary. There are no guarantees regarding income.
- I understand that I have the right to terminate this Agreement at any time, with or without reason. I understand that such termination must be in writing. I understand and agree that Arbonne may terminate this Agreement at any time, with or without reason, upon written notice to me.
- Resaleable inventory may be returned following termination of my consultantship at 90% of the original price paid, in accordance with the Policies & Procedures.
- I understand that Arbonne may assign, in whole or in part, any right under this Agreement, without notice or consent.
- I may be required from time to time to provide Arbonne with information relating to my sales activities. I hereby authorize and consent to the collection, use and disclosure of personal information about me relating to such activities. **See reverse side for additional terms and conditions applicable to this agreement.**

Applicant's Signature\* \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Sponsor's Signature\* \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Send completed application to:**  
**ARBONNE INTERNATIONAL DISTRIBUTION, INC.**

Attn: Customer Service, 4550 Excel Pkwy, Ste 600, Addison, TX 75001

Phone: 1.888.ARBONNE | Fax: 1.866.634.1151

Please keep a copy for your records.

**Office Use** Date Rec'd \_\_\_\_/\_\_\_\_/\_\_\_\_ Arbonne ID \_\_\_\_\_

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

Order Total \$ \_\_\_\_\_ Trans No. \_\_\_\_\_

Authorized by \_\_\_\_\_



## TERMS & CONDITIONS

1. I understand that as an Arbonne International Distribution, Inc. ("Arbonne") Independent Consultant:
  - a. I have the right to sell Arbonne products in accordance with these Terms.
  - b. I have the right to enroll persons in Arbonne.
  - c. I will support and train Arbonne Independent Consultants who I sponsor.
  - d. I shall be responsible for obtaining all necessary licenses and permits and for complying with all applicable federal, provincial and municipal laws, codes and regulations in connection with my activities as an Arbonne Independent Consultant.
  - e. I understand that I am not an employee of Arbonne and shall not be entitled to receive from Arbonne any benefits whatsoever and Arbonne shall not be required to make contributions for employment insurance, Canada Pension, worker's compensation and other similar levies in respect of payments to be made to me as an Arbonne Independent Consultant. I shall be fully responsible for paying all applicable federal and provincial withholding taxes, source deductions, taxes, employment insurance premiums, Canada Pension Plan contributions, worker's compensation contributions or provincial employee health tax contributions and other levies, premiums, license requirements and fees related to my earnings and activities as an Arbonne Independent Consultant.
  - f. I will perform my obligations as an Arbonne Independent Consultant with honesty and integrity.
2. 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.
3. I have carefully read and agree to comply with the Arbonne Policies & Procedures and the Arbonne SuccessPlan, the Arbonne Code of Ethics, and Arbonne's 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 at arbonne.com and/or arbonne.ca. 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.
4. 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 annually 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 or nonrenewal, 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. Both parties reserve the right to terminate this Agreement for any reason upon 30 days' notice to the other party.
5. 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.
6. 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.
7. 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 and Marketing Plan, 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.
8. This 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.
9. 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.
10. 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.
11. 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 IN THE POLICIES & PROCEDURES.
12. 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.
13. 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 statute of limitations applies.
14. 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.
15. A faxed copy of this Agreement shall be treated as an original in all respects.