

# ASSOCIATE APPLICATION



Max Health and Living  
International (NZ) Limited

Penrose Business Plaza Suite 2, Level 4, 45 O'Rorke Road, Auckland, NZ 1061 • Phone: NZ 0 800 629 432; Australia 1 800 769 661; Int +64 9 579 8484 • Fax: +64 9 579 8483

## APPLICANT INFORMATION

Name / Company Name \_\_\_\_\_ / \_\_\_\_\_  
Date of Birth \_\_\_\_\_

Name under which business is conducted, if different  
(e.g., "XYZ Enterprises" or "The Supplement Shop"):

IRD Number: \_\_\_\_\_

Address \_\_\_\_\_

City / Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

### Applicant Genealogy Placement (to be filled out by Sponsor)

Place Applicant on my (mark one)  Left Side  Right Side

### BUSINESS STARTER KIT \$83.50\* NZD PRODUCT PACK OPTION

Description	Price

TOTAL \$ \_\_\_\_\_ Plus shipping, handling and applicable sales tax.

### AUTOSHIP ORDER

Choose Day of the Month to Start 5<sup>th</sup>-25<sup>th</sup> \_\_\_\_\_

Enter quantity

- Boxes MaxOne™ at \$138.00\* NZD per box (30 day supply).  
 Visible Solutions™ Skin Care System at \$328.90\* NZD.  
 Boxes MaxGXL® at \$126.50\* NZD per box (30 day supply).  
 Bottles MaxGXL® Sport at \$126.50\* NZD per bottle (30 day supply).  
 Boxes Max N-Fuze™ at \$138.00\* NZD per box (30 day supply).

Plus shipping handling. See AutoShip Terms & Conditions on reverse.

\* GST included.

## PAYMENT INFORMATION (please print) (Participation in AutoShip requires payment by Credit Card)

(check one)  Visa  Mastercard  AMEX

\_\_\_\_\_  
Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_ Card Security Code \_\_\_\_\_

Name (as shown on card) \_\_\_\_\_ Billing Address: \_\_\_\_\_ City \_\_\_\_\_ Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Signature \_\_\_\_\_

**I HAVE CAREFULLY READ THE TERMS AND CONDITIONS ON THE BACK OF THIS APPLICATION AND AGREEMENT, THE MAX INTERNATIONAL POLICIES AND PROCEDURES, AND THE MAX COMPENSATION PLAN, AND AGREE TO ABIDE BY ALL TERMS SET FORTH IN THESE DOCUMENTS. I UNDERSTAND THAT I HAVE THE RIGHT TO TERMINATE MY MAX INDEPENDENT BUSINESS AT ANY TIME, WITH OR WITHOUT REASON, BY SENDING WRITTEN NOTICE TO THE COMPANY AT THE ABOVE LISTED ADDRESS.**

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE REVERSE SIDE OF THIS FORM FOR AN EXPLANATION OF THIS RIGHT.**

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

## SPONSOR INFORMATION

Name \_\_\_\_\_

Associate ID # \_\_\_\_\_

Address \_\_\_\_\_

City / Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

### Sponsor's Signature

By signing this Application and Agreement, I agree to fulfill the obligations as the Sponsor of the Applicant as described in the Max Policies and Procedures. I certify that I have provided the most current version of the Max Policies and Procedures and Compensation Plan to the Applicant prior to his/her signing the Agreement.

### Corporations, Partnerships, Trusts and other Business Organizations:

If your business will be operated as a business entity (other than a sole proprietorship), you must complete a Business Entity Application and Agreement and submit it with this Application and Agreement.

### AUTOMATIC ANNUAL RENEWAL (OPTIONAL)

You must renew your Max Associate agreement for \$40.25\* NZD on each anniversary date of your agreement. If you do not renew on each anniversary date your Associate agreement will be cancelled and you will lose all rights as a Max Associate, including rights to future compensation. So that you do not inadvertently forget to renew and lose these benefits, Max International offers an optional automatic renewal program. Your Associate agreement will automatically be renewed on each anniversary date and your renewal fees will be charged to your credit card. You will be notified at least 30 days before your credit card is charged.

YES, please automatically renew my Associate agreement on each anniversary date of my enrollment, and charge my renewal fee of \$40.25\* NZD to my credit card.

NO, I do not wish to participate in the automatic renewal program. I understand that it is my responsibility to renew my agreement on or before each anniversary date.

Mail the completed signed original of (i) this Application and Agreement and (ii) an executed Application to: Max Health & Living International (NZ) Ltd, PO Box 112255, Penrose, 1642, New Zealand or Fax to +64 9 579 8483. If application is faxed, you must fax ALL the pages of the application.

If a Business Entity Application and Agreement is also required, please submit that agreement as specified in the directions given on that form.

# Terms and Conditions

- I understand that as a Max International (hereafter referred to as Max) Associate:
  - I have the right to offer for sale Max products and services in accordance with these Terms and Conditions.
  - I have the right to enroll persons in Max.
  - If qualified, I have the right to earn commissions pursuant to the Max Compensation Plan (hereafter referred to as the "Max Plan").
- I agree to describe and represent the Max Plan and Max products and services as required by the Policies and Procedures and other Max guidelines.
- I agree that as a Max Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Max. I agree that I will be solely responsible for paying all that I incur, 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 MAX FOR TAX PURPOSES. Max is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, or taxes of any kind.
- I have carefully read and agree to comply with the Max Policies and Procedures and the Max Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions. I understand that these Terms and Conditions, the U.S. Max Policies and Procedures, or the Max Plan may be amended at the sole discretion of Max, and I agree to abide by all such amendments. Notification of amendments shall be posted on Max's website or distributed in other reasonable commercial means. Amendments shall become effective 30 days after publication. The continuation of my Max business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- The term of this agreement is one year (subject to prior cancellation for inactivity pursuant to the Max Policies and Procedures). If I fail to annually renew my Max business or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Associate. I shall not be eligible to sell Max products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or nonrenewal, I waive all rights I have, 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. Max reserves the right to terminate all Associate 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. Associate may cancel this Agreement at any time, and for any reason, upon written notice to Max at its principal business address. Max may cancel this Agreement for any reason upon 30 days advance written notice to Associate.
- I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Max. Any attempt to transfer or assign the Agreement without the express written consent of Max renders the Agreement voidable at the option of Max and may result in termination of my business.
- I understand that if I fail to comply with the terms of the Agreement, Max may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the 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.
- Max, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Max and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Max and its affiliates from all liability arising from or relating to the promotion or operation of my Max business and any activities related to it (e.g., the presentation of Max products or the Max Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Max 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 Max at its discretion, constitutes the entire contract between Max and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- Any waiver by Max of any breach of the Agreement must be in writing and signed by an authorized officer of Max. Waiver by Max of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
- If any provision of the 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 Utah, in the United States of America, without regard to principles of conflicts of laws. All disputes and claims relating to Max, this Agreement, or Max's products or services, the rights and obligations of any independent Associate and Max or any other claims or causes of action relating to the performance of any independent Associate or Max under the Agreement shall be settled totally and finally by arbitration in Salt Lake County, State of Utah, or such other location as Max prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure and the Federal Rules of Evidence shall apply. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Max from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect Max's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- The parties consent to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah, in the United States of America, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

- If an Associate wishes to bring an action against Max for any act or omission relating to or arising from the 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 Max for such act or omission. Associate waives all claims that any other statutes of limitations applies.
- I authorize Max 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 the Agreement shall be treated as an original in all respects.

## Autoship Terms & Conditions

- By electing to participate in the MAX Autoship Program, you authorize MAX to charge payment for your Autoship orders to your credit card identified on the front of this Agreement, including shipping, handling and applicable sales taxes.
- To change your Autoship order selections, method of payment, or the authorized amount, a new Autoship Form must be submitted to MAX. If more than one Autoship Form has been submitted, the most recent will supersede all previous Autoship Forms. MAX reserves the right to change its prices associated with its products without notice.
- Your Autoship participation and payment authorization will remain in effect until you: (1) elect to alter or change any aspect thereof by submitting a new signed Autoship Form; or (2) send, in writing, your cancellation to MAX by email, mail or fax to the email address, mailing address or fax number listed on the front of this Agreement (Notice must include your name, address, and Associate ID Number). Notice of cancellation must be received at least three (3) business days prior to your scheduled Autoship shipment in order to avoid charges for that month. If a cancellation notice is received within such time period, cancellation will become effective in month following the month in which your notice of cancellation is received by MAX.

## ASSOCIATES RETURN POLICY

As set out in section 7.3 of the Max Policies and Procedures, Associates may return his or her Starter Kits and any products and sales aids held in his or her inventory for a refund at any time, provided such return is made within one year of original purchase, and in Resalable condition (as defined below). Associates may only return Starter Kits, products and sales aids that he or she personally purchased from Max (purchases from other Associates or third parties are not subject to refund). Upon receipt of a returned and Resalable Starter Kit and/or Resalable products and/or sales aids, the Associate will be reimbursed 100% of the net cost of the original purchase price(s), less a 10% re-stocking fee. Shipping charges incurred by an Associate when the Starter Kit, products or sales aids were purchased will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Associate was paid a commission based on a product(s) purchase and resale, and such product(s) is subsequently returned for a refund, the commission that was paid to the Associate will be deducted from the amount of the refund.

**Resalable** —Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to Max within one year from the date of purchase; 5) the product contains current Max labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

## NOTICE OF RIGHT TO CANCEL

DATE of Transaction \_\_\_\_\_

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. 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, or send a telegram, to Max, Penrose Business Plaza Suite 2, Level 4, 45 O'Rorke road, Auckland, NZ 1061 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

## I HEREBY CANCEL THIS TRANSACTION.

Associate's Signature \_\_\_\_\_ Date \_\_\_\_\_