

# BUSINESS ENTITY APPLICATION AND AGREEMENT



Max Health and Living™  
International (NZ) Limited

Penrose Business Plaza Suite 2, Level 4 • 45 O'Rorke road, Auckland, NZ 1061 • Phone: +64 0 800 629 432; Australia 1 800 769 661 • fax: 800.886.8389

- DIRECTIONS:**
1. Please submit this form with (i) a completed IRS Form W-8BEN and (ii) for any entity formed by filing or registration with the government or province, a certified copy of the certificate or articles of incorporation or similar document (your "charter").
  2. Mail To: Max International, 7090 S. Union Park Ave, Suite 100 • Salt Lake City, UT 84047 or Fax to 800.886.8389
  3. This form must be filed within 10 business days after the related Associate Agreement for the business entity named below.

PLEASE TYPE

## ASSOCIATE INFORMATION

Inland Revenue Department (IRD) Number:

Name of Business Entity:

Name and Title of Contact Person:

Address:

City / Postal Code:

Phone: Cell:

Fax:

Email:

## ENTITY INFORMATION

Type of Business Entity (check one):

- Limited Liability Company (Ltd. or p.l.c.)  
 Partnership  
 Other – (Describe)

## SPONSOR INFORMATION

Name:

ID Number:

## SHAREHOLDERS, OWNERS, PARTNERS, OFFICERS, DIRECTORS, MANAGERS OR TRUSTEES

Identify ALL shareholders, owners, partners, officers, directors, managers, and other persons having an ownership interest or management responsibility. Attach additional pages as necessary.

Printed Name:	Signature:	Title:	IRD Number:
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Address:

I agree to be bound by the terms of this Agreement.

Printed Name:	Signature:	Title:	IRD Number:
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Address:

I agree to be bound by the terms of this Agreement.

Printed Name:	Signature:	Title:	IRD Number:
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Address:

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Address:

I agree to be bound by the terms of this Agreement.

Printed Name:	Signature:	Title:	IRD Number:
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Address:

I agree to be bound by the terms of this Agreement.

**NOTE:** (1) if a corporation or other non-individual should be listed above, please add the individuals who own and manage that entity on a separate sheet using the format above; and (2) under Section 6 of the attached Supplemental Terms and Conditions the Business Entity must update the information listed above to the extent there are any changes after the filing of this application.

By signing this application and agreement, you agree, for yourselves and for your related business entity, to be bound by the attached Supplemental Terms and Conditions. The signatories to this application certify that each is jointly and severally liable for all contracts and obligations of the related business entity owed to Max International, LLC, and its affiliates (collectively, "Max"), including any violation of the Max Associate Agreement (as supplemented by this agreement), the Policies and Procedures and the Compensation Plan (taken collectively, the "Agreement"). Each acknowledges that they are individually bound, and must comply with the terms of the Agreement. Failure to list (and to update the list, as necessary) all direct and indirect shareholders, owners, partners, officers, directors, managers, trustees or other such persons on this Business Entity Application and Agreement (use additional pages if needed) shall be grounds for disciplinary sanctions as described in the Policies and Procedures.

Transfers of ownership interests in an independent Max business that is owned by a business entity are subject to the Max Policies and Procedures. See the Policies & Procedures for a description of the Transfer Policy.

This Agreement, along with a properly completed IRS form W-8 BEN (available at [www.irs.gov/pub/irs-pdf/fw8ben.pdf](http://www.irs.gov/pub/irs-pdf/fw8ben.pdf)) and your charter must be sent to Max at the time of the entity's enrollment as an Independent Max Associate. If this Agreement and the W-8 BEN are not timely received by Max no later than 10 business days after the filing of the Associate Agreement for the Associate named herein, or if any information is found not to be true and correct at any time, the Associate Agreement of the Business Entity listed on the relevant application shall be rejected and the related Associate account may be terminated or suspended.

Enrollment of a Business Entity shall not qualify as a personal sponsorship for the sponsor of the Business Entity until Max receives this Agreement and the completed W-BEN from the Business Entity.

## SUPPLEMENTAL TERMS AND CONDITIONS

**BY YOUR RESPECTIVE SIGNATURE TO THE ATTACHED BUSINESS ENTITY APPLICATION AND AGREEMENT, YOU CERTIFY THAT YOU HAVE CAREFULLY READ THE TERMS AND CONDITIONS CONTAINED IN THE RELATED ASSOCIATE APPLICATION AND THE SUPPLEMENTAL TERMS AND CONDITIONS SET FORTH BELOW, THE MAX POLICIES AND PROCEDURES, AND THE MAX COMPENSATION PLAN (TAKEN TOGETHER THE "AGREEMENT"), AND YOU AGREE TO ABIDE BY ALL TERMS SET FORTH IN THE AGREEMENT. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO RESIGN FROM THE BUSINESS AT ANY TIME, BUT THAT THE TERMINATION OF YOUR OBLIGATIONS UNDER AGREEMENT REQUIRES THAT YOU PROVIDE WRITTEN NOTICE OF YOUR RESIGNATION TO MAX. YOU FURTHER CERTIFY THAT YOUR INLAND REVENUE DEPARTMENT (IRD) NUMBER LISTED ON THE ATTACHED APPLICATION AND AGREEMENT IS CORRECT.**

The following Supplemental Terms and Conditions (the "Supplemental Terms") are intended to supplement the Terms and Conditions attached to the Max Associate Application (the "Basic Terms") for the above-referenced business entity. In the event of a conflict between the Supplemental Terms and the Basic Terms, the Supplemental Terms shall control for any business entity becoming an Associate. Each of the signatories to the foregoing Business Entity Application and Agreement hereby agrees as follows:

1. The Business is duly organized and formed, and in good standing under the laws of New Zealand.
2. I understand that as a Max International (hereafter referred to as Max) Associate, the business entity (the "Business") referenced above:
  - a. has the right to offer for sale Max products and services in accordance with the Basic Terms and these Supplemental Terms.
  - b. has the right to enroll persons in Max.
  - c. if qualified, has the right to earn commissions pursuant to the Max Compensation Plan (the "Max Plan").
3. I understand that only the Business is deemed a Max Associate, and not me in my individual capacity, and I agree to take no action that may cause confusion regarding my role in the Business or the Business's status as a Max Associate which I represent.
4. I understand that the Business is an independent contractor of Max, and not an employee, partner, legal representative, or franchisee of Max, and that the Business is solely responsible for paying all costs, expenses and charges that the Business incurs, including without limitation, for travel, food, lodging, secretarial work, office space costs, telephone charges and other expenses. I UNDERSTAND THAT MAX DOES NOT TREAT THE BUSINESS AS AN AFFILIATE OR OTHER RELATED ENTITY AND WILL NOT TREAT ME AS AN EMPLOYEE FOR U.S. FEDERAL, STATE, LOCAL AND INTERNATIONAL TAX PURPOSES. Max is not responsible for withholding, and shall not withhold or deduct from the Business's bonuses and commissions, if any U.S. FICA or taxes of any kind with respect to the Business or with respect to me.
5. I have carefully read and agree to comply with the Basic Terms, the Max Policies and Procedures and the Max Plan, all of which are incorporated into and made a part of these Supplemental Terms (these four documents shall be collectively referred to as the "Agreement"). I agree, as a member of the management and/or an owner of the Business, to take no action that, if taken by the Business directly, would violate the Agreement. I also agree not to take any action that would induce or require that the Business violate the Agreement. I understand that the Business must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions. I understand that these Supplemental Terms, the Basic Terms, the Max Policies and Procedures, or the Max Plan may be amended at the sole discretion of Max, and I agree, for myself and in my capacity as a member of the management and/or an owner of the Business, to abide by all such amendments, and to ensure the Business abides by them. 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 the Max business by the Business and my decision not to withdraw from the Business shall constitute my acceptance of any and all such amendments.
6. If there is any change in the identity of any shareholder, owner, partner, officer, director, manager or other person named in the attached Business Entity Application and Agreement (a "Business Stakeholder"), including either (i) the addition of a new Business Stakeholder not previously identified to Max in a Notice of Change in Management or Ownership, or (ii) the removal, resignation, termination or other exit from the Business by a Business Stakeholder who is named in the foregoing Business Entity Application and Agreement, each of the Business and I shall ensure that a duly authorized officer, partner or other employee with management authority with respect to the Business will promptly, and in any event within 30 days of such change, file a Notice of Change in Management or Ownership, in the form required by Max, with Max.
7. 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 the rights of the Business under the Agreement.
8. I understand that if I or any other signatory to this Business Entity Application and Agreement should fail to comply with the terms of the Agreement, Max may, at its discretion, impose upon the Business disciplinary action as set forth in the Policies and Procedures, as well as to seek to enforce its other legal or

equitable rights arising under the Agreement. If I am in breach, default or violation of the Agreement at the of this Agreement, the Business may not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

9. Max, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and the Business 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. The Business and I further agree to release Max and its affiliates from all liability arising from or relating to the promotion or operation of the Business and any activities related to it (e.g., the presentation of Max products or the Max Plan, the operation of any motor vehicles, 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 conduct that the Business or I undertake in operating the Business.

10. The Agreement, in its current form and as amended by Max at its discretion, constitutes the entire contract between Max, the Business, myself and each other person subject to this Agreement. Any promises, representations, offers or other communications not expressly set forth in this Agreement are of no force and effect.

11. 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 the Business or by me shall not operate or be construed as a waiver of any subsequent breach.

12. 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.

13. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. All disputes and claims relating to Max, this Agreement, Max's products and services, or any other claims or clauses of action relating to the performance of either an Associate, Max, or any other person signing this Business Entity Application and Agreement or any part thereof 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.

14. Each of Max, the Business and each person signing this Business Entity Application and Agreement consents to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration

15. Any legal action, lawsuit or proceeding against Max for any act or omission relating to or arising from the Agreement or any transactions engaged in by the Business as an Associate, must be brought within one year from the date of the alleged conduct giving rise to such cause of action or other claim. Failure to bring such action within such time shall bar all claims against Max for such act or omission. I hereby waive all rights to have any other time limit, including that imposed by any statute of limitations or similar law, apply.

16. 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.

17. A faxed copy of the Agreement shall be treated as an original in all respects.