

Quality • Longevity • Integrity

POB 12069 Scottsdale, AZ 85267-2069 800-604-6766 Fax: 530-463-8744

www.HealthyHabitsWeb.com

The Healthy Habits® Distributorship offers a unique opportunity to earn commissions when you refer customers to Healthy Habits®, sell Healthy Habits® products directly, or secure retail placement of Healthy Habits® products.

Our Distributor program does not require that you meet sales quotas, mandate auto ship or require that you keep product inventory. Healthy Habits® provides all of the marketing to the people you refer. Our marketing is robust and includes bi-weekly email-only sales, monthly catalogs and other special offers. All you have to do is introduce people to Healthy Habits®, we do the rest. Your referrals can order conveniently in any of the following ways:

1. Web: www.HealthyHabitsWeb.com

2. Phone: 800-604-6766

3. Mail: PO Box 12069 Scottsdale AZ 85267

4. Fax: 530-463-8744

Healthy Habits® commission plan could easily generate enough to cover the cost of your Healthy Habits® products and entrepreneurs could generate a substantial monthly income. Our Distributor program is designed to provide commensurate results with any amount of effort you are comfortable applying.

### Benefits of being a Healthy Habits® Distributor:

- Be part of an industry leader! Healthy Habits® products are developed and manufactured with quality standards that are unsurpassed in the natural wellness industry.
- Comprehensive marketing program designed to generate repeat sales.
- Healthy Habits® 90-day product guarantee tells your customers that we stand behind every product we offer. This guarantee gives your customers a 100% no risk trial for any Healthy Habits® product.
- Earn money by sharing the health. If you are excited about your personal experience with Healthy Habits® products, naturally, you want to share it with friends and family.

### Commissions Are Paid As Follows:

Paid by check. Sent by the 10<sup>th day</sup> of each month.

- First level: 10% regardless of status.
- Second level: 5% for Non-Distributor. 10% for Distributor
- Third level: 5% regardless of status.

**First Level Example:** (You refer Mary) You earn 10% of all of Mary's orders regardless of status. (Retail, VIP or Distributor)

**Second Level Example:** (Mary refers Tom) You earn 5%\* of all of Tom's orders. \*10% if Tom joins as a Distributor. Mary earns 10% of all of Tom's orders.

**Third Level Example:** (Tom refers Sally) You earn 5% on all of Sally's orders. Mary earns 5%. Tom earns 5%.

### Wholesale commission:

- 10% of each order amount.
- 5% if the wholesale referral is a first-level referral.

### Additional Bonuses Are Paid As Follows:

### 20% First order bonus.

- Receive 20% on your referrals' first order.
- Wholesale orders do not qualify for the first order bonus.

### 5% Builder Bonus.

• Receive an additional 5% commission when you refer 5 or more **new customers** during a calendar month.

### 10% Builder Bonus.

 Receive an additional 10% commission when you refer 10 or more new customers during a calendar month.

Distributors may purchase Healthy Habits® products at a wholesale price when ordering in case packs. Shipping rates apply.

### Available in the Distributor online back office:

- Healthy Habits® business card design.
- Marketing materials.
- Resources and information.
- New product updates.
- Referral Network information.

I understand that submitting this application and having it approved, I am eligible to participate in the Distributor compensation plan and purchase Healthy Habits® products at wholesale price when ordering in case quantity. I understand that there is a semi-annual Distributor Membership fee of \$49.95. I understand that my Distributor Membership will renew and the fee will be automatically charged six (6) months from my acceptance date and every six (6) months thereafter. I understand that I may cancel my Distributor Membership at any time for any reason. Initial\_\_\_\_\_\_

Name	ID#	
Applicants Name M F	J	Date of Birth
Spouse's Name		Date of Birth
Address		
City	State Zip Cod	e
Phone Number ( )	SSN	
Email Address	@	
Choose Password	oers	
Business Name	LLC	C CORP. DBA

- o I certify that I am of legal age for the State in which I reside.
- I have read and understand the terms and conditions of this application and agree to abide by terms set forth as currently published and as amended including but not limited to:
  - Healthy Habits® Rules and Regulations.
  - ➤ Healthy Habits® Policies and Procedures.
  - Healthy Habits® Guarantee and Return Policy.
- I understand that products have not been evaluated by The Food and Drug Administration. These products are not intended to diagnose, treat, cure or prevent any disease.
- I understand that I may not prescribe or make treating or prevention of disease claims regarding any Healthy Habits® product.
- I understand that my Distributor Membership automatically renews every six (6) months for \$49.95 and that I may cancel at any time for any reason.

# Payment Information (Credit Card or Debit Card)

	Visa	MasterCard	Discover
Name on Credit Card_			
Card Number			
Exp. Date			
Security Code			
X		D	ate
Applicant's Signature			

## Rules and Regulations.

Healthy Habits® reserves the right to add amend or delete any of the following Rules and Regulations with out notice.

- 1. A Distributor pays \$49.95 for a semi annual Membership. The cost of the Membership will be automatically charged on the 6 month anniversary of the Distributors activation.
- 2. Only a Distributor can sponsor someone. Non-Distributors may refer customers to Healthy Habits® but they will not earn commission, bonuses or any compensation.
- 3. You must maintain your Distributor Membership to receive commission and bonuses. There are no retroactive commissions or bonuses. If your Distributor status is not active you will not receive compensation. It is the sole responsibility of the Distributor to maintain their Distributor Membership.
- 4. Personal websites are not permitted to display the name or registered trademarks of Healthy Habits® its products, associated brands or symbols. Violation will result in immediate termination.
- 5. Use of unsolicited email for commercial purposes (SPAM) is strictly prohibited.
  - a. Posting advertisement to online newsgroups, forums, blogs etc, is strictly prohibited.
  - b. Online resale of Healthy Habits® products must adhere to current MAP agreements. MAP violations will result in immediate termination.
- 6. Healthy Habits® Distributors do not have exclusive territory.
- 7. It is the sole responsibility of the Distributor to provide their Distributor ID# to all referrals.
  - a. Your referral must mention your Distributor ID# when placing their first order.
  - b. Sponsors will not be changed or reversed once an application on order has been submitted.
  - c. Distributors may not change sponsors. Distributorship is limited to one per household or mailing address.
  - d. New Distributors are strongly encouraged to confirm their Distributor status BEFORE referring any customers
- 8. Distributors are not employees, agents or representatives of Healthy Habits®. Use of the words; employee, agent or representative are strictly prohibited.
- 9. Distributors are responsible for keeping accurate records maintaining proper accounting and payment of State and Federal taxes.
- 10. Distributors must be honest in promoting Healthy Habits® products. Use of health claims of any nature regarding any Healthy Habits® products is strictly prohibited. Distributors may not advertise or infer that any Healthy Habits® products may diagnose, treat, cure or prevent any disease or illness.
- 11. Distributors may not alter or repackage any Healthy Habits® product. Products must be sold in their original packaging.
- 12. Distributors are not permitted to produce and/or distribute in any way, any written, recorded or printed material without the approval and written consent of Healthy Habits®

### **Policies and Procedures**

Healthy Habits® reserves the right to add amend or delete any of the following policies or procedures with out notice.

- 1. Advertising and use of trademarks.
  - a. A Healthy Habits® Distributor is not allowed to advertise Healthy Habits® products or marketing plans unless written approval has been obtained by the Company. Pre approved and company produced materials may be used at any time.
  - b. A cancelled, terminated or resigned Distributor must immediately discontinue use of the Healthy Habits® business name, trademarks, printed material and symbols.
  - c. Distributors must have written approval prior to engaging in internet, radio or television advertising of Healthy Habits® products.
  - d. Failure to comply with these policies will result in immediate termination.
- 2. Commission and Bonus Payments.
  - a. Commission and bonuses earned shall be paid by check between the 1<sup>st</sup> and 10<sup>th</sup> day of the month following the month in which commission and or bonus was earned.
  - b. Discrepancies and errors must be reported immediately. Distributors are encouraged to monitor their commission and bonus activity online at the Distributor back office.
  - c. Only orders bearing the Distributors ID# as the Sponsor will be included in the monthly statement used to calculate commission and bonus if eligible.
  - d. Any bonus paid on a returned item will be debited from the Distributors Bonus and Commissions. In the event that returned items are greater than the commission and bonus earned, the negative balance will be deducted from the Distributors credit card on file.
  - e. Commission and bonuses are paid on the amount of product sold on the invoice, excluding tax, shipping and any applicable surcharges.
- 3. Cancellation, Termination or Death of Distributor.
  - a. Terminated Distributors may not be reinstated. Any commission or bonus due at the time of termination will be forfeited.
  - b. Terminated Distributors down-line will be transferred to Healthy Habits® immediately.
  - c. In the event of death or incapacity, a Distributors membership may transfer to the person appointed by the Distributor as legal beneficiary.
  - d. Cancelled Distributor memberships may be reinstated.
  - e. Healthy Habits® reserves the right to terminate a Distributor Membership at any time for any reason.
- 4. Disputes.
  - a. In the event that two Distributors claim to the sponsor of a new customer or Distributor applicant, the date of purchase or receipt of application shall determine the sponsor.
  - b. New Distributors are strongly encouraged to confirm their active Distributor status before sponsoring any new customers.
  - c. In the event of divorce, a joint Distributorship shall be awarded in accordance of the court's ruling.
- 5. Product quality guarantee.
  - a. All Healthy Habits® products are backed by a 90 day unconditional satisfaction guarantee.
  - b. Customers must obtain a return authorization by calling 800-604-6766 prior to sending any products back. Return shipping costs are the responsibility of the customer and will not be included in the refund amount.
  - c. Products returned beyond the 90 day guarantee period will be subject to a 20% restocking fee and will not be eligible for refund. Product credit will be issued in the adjusted return amount.

### 6. Product pricing

- a. Healthy Habits® reserves the right to change prices of its products on printed material and on any website held by Healthy Habits® at any time without notice.
- b. Sale prices will have an accompanying coupon code. The coupon code must be used at the time the order is placed. Coupon codes may not be used past the printed expiration date.
- c. Coupon codes may not be combined with any other coupon code or special offer.
- d. Shipping/freight and handling fees are not included in product pricing unless otherwise specified.
- e. Wholesale pricing is available to Distributors who order in case quantity with the intent to resell the product. Distributors who resell Healthy Habits® products must provide a signed copy of the Healthy Habits® MAP agreement. MAP violations will result in immediate termination. Wholesale price list and MAP agreement are available to active Distributors only upon request. Wholesale prices are subject to change without notice.
- f. Distributors who intend on reselling Healthy Habits® products online must first obtain permission and provide internet addresses for all online sales sites.

### 7. Transfer or sale of Distributorship.

- a. Distributorship may be sold or transferred upon receipt and approval of buyer or transferees distributor application. A one time Distributor transfer fee of \$250.00 will be collected in addition to the semi annual Distributor fee of \$49.95.
- b. Pre-approval is suggested before any sale or transfer. Healthy Habits® reserves the right to deny any sale or transfer for any reason.

### 8. Waiver.

a. In the event that Healthy Habits® does not exercise its rights in a seemingly appropriate time frame, it shall constitute waiver of rights to act. Only a written notice from the CEO of Healthy Habits® shall constitute waiver of rights to pursue a matter.

### 9. Errors and omissions.

- a. Healthy Habits® puts forth every effort to present accurate information and will not be held responsible for errors or omissions. Additions and/or deletions may be made to the Distributor application in its entirety including but not limited to its compensation model, rules and regulations and policies and procedures.
- b. Healthy Habits® strongly encourages Distributors to read the information in the Distributor application and use best judgment when promoting and maintaining a Distributor membership. Any actions deemed by Healthy Habits® to be not in the best interest of Healthy Habits® will result in immediate termination and forfeiture of any commission and bonus.