



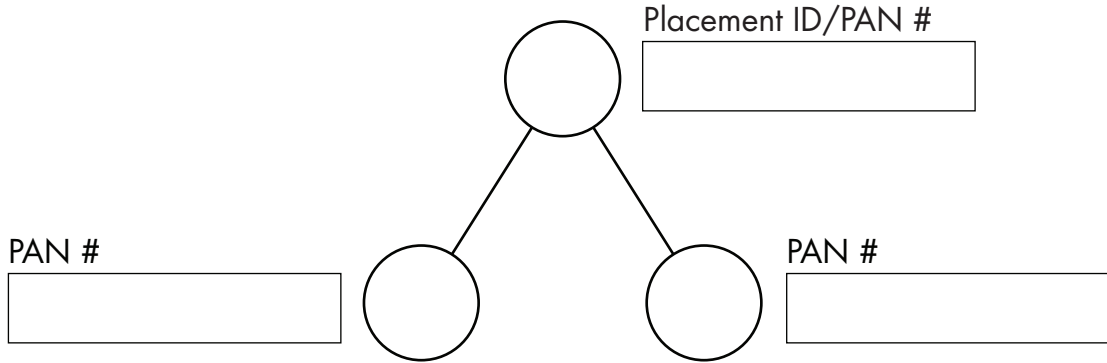
MONA • VIE

Sponsor Name _____

Sponsor PAN#/Dist. ID _____

DISTRIBUTOR ID

For office use only



* Fill in only one position (left or right)

NOTE: All applications must have attached copies of PAN ID, proof of address (passport/ration card/drivers license/voters ID/telephone billing statement), and bank Passbook or Account Statement with details of account and NEFT/IFSC code. Without these forms, the application will not be accepted. Distributor Kit purchases will not be collected until the official pre-registration period begins.



M O N A • V I E™

INDIA DISTRIBUTOR APPLICATION FOR A BUSINESS

Should MonaVie need to contact you regarding this application, please provide your contact information below.

NAME

TELEPHONE NUMBER

EMAIL ADDRESS

NOTE: All applications must have attached copies of PAN ID, proof of address (passport/ration card/drivers license/voters ID/telephone billing statement), and bank Passbook or Account Statement with details of account and NEFT/IFSC code. Without these forms, the application will not be accepted. Should you choose to purchase an optional Distributor Kit, it should be purchased in the form of Demand Draft only (individual DDs) in favour of "MONAVIE INDIA ENTERPRISES PVT LTD" and is payable at the MonaVie office in Chennai once the official pre-registration period begins by either courier to the Chennai office or at the nearest MDC in your district with the above mentioned documents.

Amended

Distributor ID No. _____ (office use only)

APPLICANT INFORMATION

BUSINESS NAME	
REGISTRATION NUMBER	PAN NUMBER (Must provide copy)
DATE OF INCORPORATION/ORGANISATION (mm/dd/yyyy)	
PHONE	CELL PHONE (required)
EMAIL ADDRESS	
BILLING ADDRESS (Must provide copy of Ration Card/Driving License/Voters ID)	HOUSE# AND STREET
CITY	DISTRICT STATE ZIP CODE
SHIPPING ADDRESS (if different from mailing address)	HOUSE# AND STREET
CITY	DISTRICT STATE ZIP CODE

PRINCIPAL/PARTNER INFORMATION

LAST NAME		FIRST	MIDDLE INITIAL
PAN NUMBER (Must provide copy)		TITLE	
DATE OF BIRTH (mm/dd/yyyy)		SIGNATURE	
LAST NAME		FIRST	MIDDLE INITIAL
PAN NUMBER (Must provide copy)		TITLE	
DATE OF BIRTH (mm/dd/yyyy)		SIGNATURE	
LAST NAME		FIRST	MIDDLE INITIAL
PAN NUMBER (Must provide copy)		TITLE	
DATE OF BIRTH (mm/dd/yyyy)		SIGNATURE	

The following persons must complete the Principal/Partner Information: 1) if a company, all shareholders, directors, and officers; 2) if a partnership, all managing, general and limited partners. Include additional pages if necessary.

* Sole proprietors may list their PAN number.

SPONSOR INFORMATION

SPONSOR'S NAME	PHONE	SPONSOR'S ID NUMBER
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PLACEMENT INFORMATION

PLACEMENT NAME	PLACEMENT ID NUMBER
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CHOOSE ONE
(Required)

 L

 R

If the placement you've requested has been taken, you will be placed in the next available position on the leg you have indicated above.

VIRTUAL OFFICE (TEMPORARY) PASSWORD*

* Allows you to access your Virtual Office upon registration. When you log in, you may change the temporary password.

IMPORTANT NOTICE: MonaVie Distributors are prohibited from listing, marketing, advertising, promoting, discussing, or selling any MonaVie product, service, or the business opportunity on any website or online forum that offers auction as a mode of selling (e.g., eBay, Amazon). Please refer to Section 4.4.2 of our Distributor Policies and Procedures for complete details. By signing below, you acknowledge receipt of this formal warning. Those found to be in violation of this policy are subject to penalties without further notice, up to and including termination of their MonaVie Distributor account.

By checking this box, I agree that I have read MonaVie's online sales policy as described, and will comply with the same. I understand that failure to abide by this policy may result in penalties without further notice, up to and including termination of my MonaVie Distributor account.

ACKNOWLEDGEMENT

I understand that there is no membership fee to become a MonaVie Distributor and there is no renewal fee. I have the option to purchase for Rs 800.00 a MonaVie Distributor Kit, which contains DVDs, CDs, and booklets that can help me build my MonaVie business. I understand the Distributor Kit does not contain commissionable products and any products purchased in connection with becoming a Distributor are optional. Any product purchased in connection with becoming a distributor is optional. I authorise MonaVie to be entitled to all services MonaVie provides related to the payment method provided for my initial order. I have read and agree to the Terms and Conditions herein and have read and agree to the Policies and Procedures and agree to be bound by them. The Policies and Procedures are fully incorporated into this agreement by reference.

X	signature	date	X	signature	date
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TERMS AND CONDITIONS

I hereby submit my Application to become an independent distributor of MonaVie India products. My application and this Agreement become effective on the date accepted by MonaVie India. MonaVie India may accept or refuse my Application at its own discretion. I certify that I am authorised on behalf of the applicant named herein to enter into this agreement.

1. Parties. I understand that I am contracting with MonaVie India Enterprises Pvt. Ltd., ("MonaVie India") for the right to purchase and distribute products and with MonaVie Exporting, Inc ("MonaVie Exporting") for the promotion of certain sales as described below. MonaVie Exporting, a MonaVie affiliated entity, has the responsibility to promote the sale of Products internationally. Hereinafter, MonaVie India Enterprises Pvt. Ltd. and MonaVie Exporting may be referred to collectively as "MonaVie".
2. The term "Agreement" shall mean the Application and the Compensation Plan and the Distributor Policies and Procedures. I hereby agree to be bound by the Agreement.
3. Compliance with Laws. I agree to comply with all applicable laws relevant to conduct of my activities as an independent Distributor under this Agreement. In particular, and without limitation, I must not make any actual or potentially misleading or deceptive claims in relation to doing business with MonaVie.
4. Rights. I understand that as an independent Distributor of MonaVie, I have the right (but not the obligation) to:
 - a. buy from MonaVie India and offer for re-sale MonaVie India Products in accordance with the Agreement in such manner as MonaVie may from time to time allow in relation to its independent Distributors generally and only on a direct selling basis and not through retail outlets except to the extent from time to time permitted by MonaVie;
 - b. recommend persons for acceptance as MonaVie independent Distributors (subject to acceptance by MonaVie);
 - c. if qualified, earn bonuses and other rewards pursuant to the Compensation Plan that will be awarded on the same basis as it allows to its independent Distributors generally in respect of legitimate sales of MonaVie India products, and not in respect of the mere introduction of new distributors to MonaVie.
5. Independent Contractor. MonaVie India will not treat me as an employee for federal or state tax purposes.
6. Bonus Payments. I understand that I must not be in breach of the Agreement to be eligible to receive Bonuses pursuant to the Compensation Plan.
7. Amendments. MonaVie may be required to amend the Agreement from time to time. MonaVie agrees to notify me of the amendments, which I may accept or reject. If I reject the amendments, I agree that MonaVie may choose not to renew the Agreement when its term expires.
8. Term and Termination. The term of this Agreement is one year, subject to earlier termination in accordance with this Agreement or in accordance with law. I may renew the Agreement when notified by MonaVie. MonaVie may refuse to renew this Agreement for any reason. If this Agreement is not renewed, or if it is terminated for any reason, I understand that my right to sell MonaVie products and receive Bonuses in respect of my activities as an independent Distributor will cease. MonaVie reserves the right to terminate this Agreement: (1) at any time upon 30 days notice if MonaVie elects to: (a) cease business operations; (b) dissolve as a business entity; or (c) terminate distribution of its products via direct selling channels, (2) at any time upon not less than 7 days notice and without further notice if I breach this Agreement and fail to remedy the breach before the end of the stated notice period, or (3) within six (6) months of the application date if I have failed to place any orders, order a distributor kit, or sponsor any new distributors. I may cancel this Agreement at any time, and for any reason, upon emailed notice to MonaVie at India@monavie.com from my email account on record with MonaVie.
9. AutoShip. I may choose to have Product sent to me monthly on an automatically processed order (AutoShip). To change any detail pertaining to my AutoShip order, my phoned request or my written request (from my email account of record or via regular mail and signed by me) must be received by MonaVie 72 hours in advance of the next shipment. All orders are subject to VAT, which will be added to the order total. Shipping and handling charges will also be added. The credit card or bank draft listed on the Distributorship will automatically be charged for this order. Orders in which payment method is declined may not be processed. Attempts may be made by MonaVie to reprocess the order should my payment method decline; however, MonaVie makes no assurances that these attempts will be made. If my credit card is due to expire, I acknowledge that my issuing bank may update my expiration date automatically, which will allow MonaVie to process my order payment; however, I agree to be responsible for providing current payment. If an order cannot be processed due to payment difficulties, MonaVie will not be held responsible for personal volume shortfalls. I agree that MonaVie reserves the right to change my AutoShip orders to subsequent payment methods added by me if my first payment method declines. The charge sequence will be in the order that I list my payment methods in the Virtual Office.
10. To the maximum extent permitted by law MonaVie and its affiliates' total liability in connection with this Agreement shall be limited to the sums paid by me for Products or the sum of RS. 450,000.00, whichever is the lower.
11. License to Use Certain Intellectual Property. MonaVie grants to me a non-exclusive, royalty free, revocable sub-license to use the intellectual property in MonaVie's licensed name, logo, trade marks (whether registered or unregistered), and other intellectual property rights in any materials or documents supplied by MonaVie pertaining to the subject matter of this Agreement for the purpose of promoting the products and sourcing potential customers. I agree that MonaVie may impose restrictions on my use of MonaVie's licensed name, trade names and trademarks, logos and other intellectual property and advertising in order to protect the rights, reputation and image of MonaVie, and that such restrictions are applied to all independent Distributors generally. I also agree to not apply singly or in association with any other party for registration of any intellectual property licensed or owned by MonaVie capable of registration but not registered and to give all reasonable assistance, at MonaVie's reasonable cost, to assist MonaVie to register any such intellectual property.
12. No Assignment. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of MonaVie India. Any attempt to transfer or assign the Agreement without the express written consent of MonaVie India renders the Agreement voidable at the option of MonaVie India and may result in termination of my business.
13. Release and Indemnification. To the maximum extent

- permitted by law, MonaVie India, 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 MonaVie 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 MonaVie India and its affiliates from all liability arising from or relating to: (a) my, or any other Distributor's, breach of the Agreement; (b) the promotion or operation of a MonaVie India business by me or any other Distributor and any activities related to it, including, but not limited to, the presentation of Products or the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and agree to indemnify MonaVie India and its affiliates for any liability, damages, fines, penalties, or other; (c) any incorrect data or information provided by me or any other Distributor to MonaVie India; (d) my, or any other Distributor's, failure to provide any information or data necessary for MonaVie India to operate its business; or (e) awards arising from any unauthorised conduct that I undertake in operating my business. I further agree to indemnify MonaVie India for any liability, damages, fines, penalties or other awards arising from any unauthorised conduct that I undertake in operating my MonaVie India business.
14. Entire Agreement. The Agreement, in its current form and as amended by the Company, constitutes the entire contract between the Company and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
 15. Waiver. Any variation or waiver by MonaVie India of any breach of the Agreement must be in writing and signed by an authorised officer of MonaVie India. Waiver by MonaVie India of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
 16. Severability. 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.
 17. Delays. MonaVie India is not responsible for delays in the performance of its obligations under this Agreement when performance is made commercially impracticable due to circumstances beyond its reasonable control.
 18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Chennai without regard to principles of conflicts of laws.
 19. Jurisdiction and Venue. The parties consent to jurisdiction and venue before the courts of Chennai jurisdiction only, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
 20. Limitation of Action. If a Distributor wishes to bring an action against MonaVie India for any act or omission relating to or arising from the Agreement, such action must be brought within ninety (90) days 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 MonaVie India for such act or omission. Distributor waives all claims that any other statutes of limitations apply.
 21. Proof of address. In order to be eligible for the payment of bonuses as described in the Compensation Plan, proof of address is required for Indian citizens (non-citizens are prohibited by law from participating). Failure to provide satisfactory proof of address within __ days of entering into this Agreement shall be deemed a breach and MonaVie may terminate the Agreement without notice.
 22. All monies paid under the MonaVie Compensation Plan shall be paid in Rupees and shall be paid to duly registered MonaVie India distributorships. No payments shall be made to distributorships outside of India.