



NH Nutraceutical, Inc.

INDEPENDENT MARKETING DISTRIBUTOR (IMD)

APPLICATION AND AGREEMENT

For Office Use Only

IMD No.:

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APPLICANT INFORMATION (Please Print)

<input type="checkbox"/> Applicant's SSN.										Date of Birth (MM/DD/YY)									
<input type="checkbox"/> Federal Tax ID No.										/		/							
First Name					Middle Name					Last Name									
Street (include St., Ave., Rd., Ct., Etc.), (UPS will not deliver to a P.O. Box)					Apt./Space/Ste.#					City					State		Zip Code		
Home Phone No. ()					Cell Phone No. ()					Fax No. ()					E-mail Address @				
Spouse's Full Name (if a co-applicant)										Spouse's Social Security Number (if a co-applicant)									

SPONSOR INFORMATION (Please Print)

<input type="checkbox"/> Distributor ID No.														
<input type="checkbox"/> Sponsor's SSN.														
<input type="checkbox"/> Federal Tax ID No.														
First Name					Middle Name					Last Name				

EXCHANGES/RETURNS:

(1) Prior to the exchange/return of any products, customers must contact NH Nutraceutical, Inc. to obtain an authorization for the exchange/return. (2) Unopened items can be exchanged or returned except products which have been exposed to the sun, intentionally destroyed, improperly stored, or expired. (3) Promotional items are not refundable or exchangeable. (4) Restocking fee may be applied on return/exchange products as follows: • Within 30 days after invoice date—10% • 31 to 45 days after invoice date—20% • Over 45 days after invoice date—NO return or exchange. (5) For exchange/return via mail, customers must carefully repack the products to avoid any damages in transit; customers are responsible for the cost of return shipping. (6) Customers are responsible to refund related rebates/bonuses/commissions to NH Nutraceutical, Inc. Shipping cost is not refundable.

Product storage suggestion:

NH Nutraceutical products do not add artificial coloring, artificial flavor, and preservative, suggested to store the products as follow: (1) Place the bottle in cool and dry area, avoid direct sun light exposure, and store Royal Jelly and Flora Rich in refrigerator. (2) After opening: • Remove cotton and plastic filling in the bottle. • Keep bottle cap tight and keep out of reach of children. • Keep all powder items in refrigerator. • Please finish the product soon after opening.

TAXATION:

Each IMD shall be solely and exclusively responsible for the reporting and payment of all income taxes on sales and earnings as a distributor/reseller of the Company's products and earnings under the Company's compensation plan. At the end of each calendar year, the Company may issue the IMD any related tax forms, including Internal Revenue Service Form 1099, as required by applicable law.

The Company reserves the right from time to time to make such amendments or modifications to its Agreement with its IMDs, which the Company deems necessary or advisable in its sole discretion. Such amendments or modifications shall become binding upon publication by the Company or such date thereafter as the Company shall specify. The IMD's continued participation in reselling Company products, promoting the Company's business, or accepting compensation from the Company, after the publication of such modifications shall constitute the IMD's agreement to those modifications and shall constitute a legally binding amendment of the IMD's Agreement with the Company.

I certify that I am of legal age to enter into binding contracts under the law of the state in which I reside. I have read this Agreement (including the Terms and Conditions on the reverse side of this page), and I do hereby accept and agree to all the terms and conditions thereof. I understand that I have the right to cancel my IMD business at any time, regardless of reason, and that a cancellation must be submitted in writing to the Company at its principal place of business shown below. I also understand for any future product orders, at least 70% of my prior product orders must have been sold to consumers before making any new orders.

X

Applicant Signature

Month / Date / Year

X

Authorized Co-Applicant Signature (if any)

Month / Date / Year

NH Nutraceutical, Inc., 14791 Myford Road, Tustin, CA 92780
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Toll Free Tel: 1-866-284-3258 (U.S. Only) • Toll Free Fax: 1-866-312-0947 (U.S. Only)
Office Hour: 08:30 A.M. - 05:30 P.M., Mon. thru Fri. (Pacific Standard Time)



www.newhealthhq.com

Agreement of IMD Business Terms and Conditions

I hereby apply to become an Independent Marketing Distributor (IMD) of NH Nutraceutical, Inc. hereinafter sometimes referred to as the "Company". I have read and agreed to the terms and conditions set forth or referred to in this Agreement, which terms include the Independent Marketing Distributor Application, the Policies and Procedures, and other document referred to herein. I shall become an IMD of the Company only upon acceptance of the Company at its headquarters in Irvine, California, as confirmed in writing by the Company.

1. I represent that I am of legal age to enter into binding contracts under the law of the state in which I reside. I understand and agree that I shall be an INDEPENDENT CONTRACTOR of the Company, solely responsible for my own business activities and for the payment of all federal, state and local self employment and any other applicable taxes or fees. I shall NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL TAX PURPOSES OR ANY OTHER PURPOSES (including, but not limited to, the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, income tax, or any other laws or regulations covering employees), nor shall I be an agent, partner or joint venturer of the Company, nor shall I assert anything to the contrary. I shall have no right or power to incur any debts, contracts, obligations, or liabilities on the behalf of or binding upon the Company. I will remit applicable sales taxes with product order unless I have a file with the Company a copy of the statement or my resale tax number in the state of my residency.
2. The terms and conditions governing my purchases of Company products, my earnings, and all aspects of my relationship with the Company are and shall continue to be governed by this Agreements defined above, including the IMD Application, the Company's Policies and Procedures, and any other written and published rules, regulations documents or instruments referred to herein or hereafter published by the Company, in its sole and absolute discretion. I have read and understood the policies and Procedures and marketing Plans of the Company and acknowledge and agree that they are incorporated into this Agreement in their present form or as they may be modified from time to time by the Company, in its sole and absolute discretion. The annual renewal of my IMD business or promoting the Company's business, or both, after such modifications shall constitute my acceptance of and agreement to those modifications and shall constitute a legally binding amendment of this Agreement.
3. Permissible IMD purchases shall be automatically modified to comply with the exemption requirements set forth in any state's law regulating business opportunities or similar matters.
4. I shall use my active and best efforts at all times to promote the Company's business. If I sponsor other IMDs, I will thereafter use my best and continuing efforts to provide bona fide guidance, encouragement and support to sponsored IMDs and their downlines. I am responsible for supervising and supporting IMDs I sponsor into the program and in my commissionable downline. I agree to maintain a monthly communication and support to those IMDs in my downline thereof: personal contact, telephone communication, written communication and attendance at IMD meetings. I understand that the Company's IMDs are not assured or promised any specific amount earnings, and that my earnings and success will depend upon any promotion of Company products and my recruiting of other successful IMDs.
5. This Agreement does NOT INVOLVE THE SALE of a franchise or of an IMD business. The Company DOES NOT REQUIRE ITS IMDs TO MAINTAIN AN INVENTORY OF COMPANY PRODUCTS. NO PURCHASES OR INVESTMENTS ARE REQUIRED for the right to sponsor other IMDs or to distribute the Company's Products.
6. Success of the Company's business is BASED UPON SALES TO THE END CONSUMER. IMDs shall not purchase or encourage other IMDs to purchase quantities of product in excess of that needed for their own personal family use, and to service the needs of their IMDs. ENCOURAGING OTHERS TO PURCHASE INVENTORY IN THE EXCESS OF THAT AMOUNT IS "INVENTORY LOADING" AND IS STRICTLY PROHIBITED. In order to receive allowance under the Marketing Plan, an IMD must sell to or consume for his or her own purpose, at least 70% of the total amount previously purchased. I further agree that I may be required upon Company request to show proof of such sale activities.
7. Information contained in any downline report or bonus recap provided to an IMD by the Company is a "trade secret" of the Company and is transmitted to the IMD in confidence. The IMD agrees that for the term of this Agreement and in perpetuity thereof he or she will not disclose such information to any third party directly or indirectly or use the information to compete with the Company or for any purpose other than supporting his or her downline's NH Nutraceutical, Inc's. business. The IMD and the company agree that, without this Agreement of confidentiality and non-disclosure, the Company would not provide the information to the IMD.

8. I shall not make any false or misleading statements about the Company, its products or compensations opportunity. I shall not make any claims about the Company's products except for those claims made in Company published hand written materials current at that time.
9. I shall abide by any and all laws and regulations applicable to my activities in relation to the Company, including filing such reports and obtaining such licenses as may be required, I shall indemnify and hold harmless the Company against any claims rising from or relating to my acts or omissions as a Company IMD.
10. This Agreement shall become effective from the date of acceptance by the Company until such time that my IMD business is not renewed or is either voluntary or involuntary terminated. If I wish continue as an IMD, I must apply to renew this Agreement annually prior to the expiration date set by the Company. The Company shall have sole discretion as to the amount of renewal fees and whether to accept such renewal application.
11. Due to the strict Food and Drug Administration and Federal Trade Commission regulations concerning Internet websites, the Company therefore prohibits any IMD to publish, advertise, display or activate any personal independent website or publication without the the prior written authorization of the Company. The Company reserves the right to modify, amend or deny use of any IMD website or publication related to the Company and its products. IMDs with unauthorized Internet websites or publications will be subject to immediate suspension or termination.
12. The Company shall receive the right to immediately terminate this Agreement, or to suspend any rights or privileges of an IMD business, including the right to receive downline compensation, if the IMD fails to abide by the term of this Agreement (including Policies and Procedures), in its current for or as modified from time to time by the Company, in its sole and absolute discretion. Further, this Agreement may be terminated by either party with or without cause or reason at any time during the initial term or any renewal term, upon not less than thirty days written notice. Further, I shall be entitled to cancel participation in the marketing program at any time and for any reason upon written notice to the Company.
13. I acknowledge that the policies and Procedures (and other documents mentioned above) contain important provisions which govern the terms and conditions of my IMD business, including imitations of transfers of that IMD business, as well as many provisions on many subject which supplement the terms set forth only briefly above.
14. The terms and provisions of this Agreement and any dispute arising hereunder shall be constructed under and governed by the laws of the State of California without giving effect to the choice of law rules or laws of California. Jurisdiction and venue over any legal action involving or related to this Agreement or any aspect of the legal relationship of the company and myself (whether as an IMD, customer or otherwise) shall be proper exclusively in the State or Federal courts located in Orange County, State of California, and no other court shall have jurisdiction. I hereby submit myself and matters to such court's jurisdiction.
15. This Agreement, including the documents referred to herein, as modified from time to time in writing published by the Company, constitute the entire Agreement between me and the Company and no other additional promise, representations, warranties or agreements of any kind shall be valid or binding unless in writing and signed by the Company.
16. NH Nutraceutical, Inc. in its sole and exclusive discretion, reserves the right to modify or terminate these Policies and Procedures at any time.
17. Severability. To the extent any provision or any portion of any provision if this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provisions and of this Agreement shall be unaffected and shall continue in full force and effect. In furtherance and not in limitation of the foregoing, should the duration of geographical extent of or business activities covered by, any provisions of this Agreement be in excess of that which is valid and enforceable under applicable law, then such provisions shall be constructed to cover only that duration extend, or activities which may validly and enforceable be covered.
18. Attorney's Fees. In the event any action is commenced by either party hereto pertaining to the terms and provisions of this Agreement, the prevailing party in such action shall be entitled to recover it reasonable attorney's fees and costs in addition to any other relief which may be entitled in such action.
19. Arbitration. Any dispute arising under this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the America Arbitration Association, and judgment on the rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree that such arbitration pursuant to this Agreement shall be the sole and exclusive remedy for resolving any such claims and disputes.