

# MÖDERE™ MODERE INDEPENDENT APPLICATION & AGREEMENT

## APPLICANT INFORMATION

EMAIL ADDRESS

/ /

M F

NAME

DATE OF BIRTH

GENDER

/ /

M F

CO-APPLICANT NAME

DATE OF BIRTH

GENDER

ADDRESS

SUBURB

POSTCODE

STATE

MOBILE

## SPONSOR INFORMATION

NAME

EMAIL ADDRESS

If you are intending to trade as a business (sole trader, partnership, company or trust), a Business Entity Details form must be completed and submitted with this application and agreement.

## SELECT YOUR PREFERRED JOINING OPTION

### Modere Starter Kit

■ \$49.95



### Social Marketer Collection 1

□ \$295.00 / 197.88 POINTS



### Social Marketer Collection 2

□ \$499.95 / 368.58 POINTS



## PAYMENT OR CREDIT CARD INFORMATION:

Visa  MC  Cheque  Money Order

CARD NUMBER

EXP. DATE

CVV

CARDHOLDER'S SIGNATURE (REQUIRED)

**TO WELCOME YOU TO MODERE, WE'LL SHIP THIS ORDER FREE OF CHARGE!**

I have carefully read the terms and conditions on the back of this application and agreement, the Modere Policies and Procedures, and the Modere Compensation Plan, and I agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my Modere independent business at any time, with or without reason, by sending written notice to the company at the below listed address.

APPLICANT'S SIGNATURE

DATE

CO-APPLICANT'S SIGNATURE

DATE

## TERMS AND CONDITIONS

1. I hereby apply to Modere Australia Pty Ltd ABN 11 065 366 458 (Modere) to be appointed as a Modere Social Marketer and if appointed I understand and agree:

- A. I have a non-exclusive right to promote Modere products to customers and encourage such customers to purchase Modere products
- B. I have the right to create and operate a downline marketing organization for myself by enrolling persons in Modere as Social Marketers.
- C. I will train and motivate the persons in my downline marketing organization to promote the use and purchase of Modere products by customers and build an effective business by doing so.
- D. I will comply with all federal, state and local laws, rules, and regulations and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state or local laws, rules or regulations.
- E. I will perform my obligations as a Modere Social Marketer with honesty and integrity.
- F. I will use only the sales contracts and order forms that are provided by Modere for the sales of its products by or through me.

2. I agree to present the Modere Marketing and Compensation Plan and Modere products to third parties as set forth in official Modere literature.

3. I agree that as a Modere Social Marketer I am an independent contractor and not an employee, agent, partner, legal representative, or franchisee of Modere. I am not authorized to and will not incur any debt, expense, obligation, or open any cheque account on behalf of, for, or in the name of Modere. I understand that I shall control the manner and means by which I operate my Modere activities, subject to my compliance with these terms and conditions, the Modere Policies and Procedures, and the Modere Marketing and Compensation Plan (all of which are collectively referred to as the "Agreement"). I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, mobile and telephone, and other expenses. I understand that I shall not be treated as an employee of Modere for federal or state tax purposes nor entitled to any superannuation guarantee payments by or from Modere. Modere is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, taxes of any kind, unless such withholding is legally required of Modere. I agree to be bound by all GST payment and collection agreements (if any) between Modere and all appropriate taxing jurisdictions and all related rules and procedures.

4. I have carefully read and agree to comply with the Modere Policies and Procedures and the Modere Marketing and Compensation Plan, both of which are incorporated into and made a part of these terms and conditions. I understand that I must not be in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses from Modere. Because federal, state, territorial, and local laws, as well as the business environment, periodically change, Modere reserves the right to amend the Agreement and its prices at its sole and absolute discretion. By signing the Agreement, I agree to abide by all amendments that Modere elects to make to the Agreement. Notification of amendments may be published in official Modere materials. Amendments shall be effective upon notice to me that the Agreement has been modified. Modere can give me and I am deemed to have been given notice of such amendments by one or more of the following methods: (a) posting the amendments on Modere's official Social Marketer web site; (b) electronic mail (email) containing the amendments; (c) including the amendments in Modere periodicals; (d) including the amendments in product orders or bonus entitlements sent to me; or (e) including the amendments in special mailings to me.

The continuation of my Modere business or my acceptance of Modere bonuses, placing or causing a customer to place a Modere product order or me renewing as a Modere Social Marketer after notice of

amendment is published constitutes acceptance by me of any and all amendments from time to time.

5. The term of this Agreement is one year from Modere's acceptance of my application for appointment or renewal as the case may be. If I fail to annually renew my Modere Social Marketer status, or if it is terminated for any reason, I understand that I will permanently lose all rights as a Modere Social Marketer. I shall not be eligible to sell Modere products, nor shall I be eligible to receive bonuses or other income resulting from the activities of my former downline sales organization. In the event of termination, or nonrenewal, I agree to waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses or other remuneration derived through the sales and other activities of my former downline organization.

6. I cannot transfer any rights or delegate my duties under this agreement without the prior written consent of Modere or as otherwise expressly permitted by another provision of the Agreement. Any attempt to transfer this Agreement in violation of this prohibition is legally ineffective and renders this Agreement voidable at the option of Modere and may result in termination of my appointment as a Modere Social Marketer.

7. I understand that if I fail to comply with the terms of this Agreement, Modere may, at its discretion, impose upon me disciplinary action as set forth in the Modere Policies and Procedures. If this Agreement is terminated (including expiry by time and non-renewal), I shall not be entitled to receive any further bonuses.

8. Modere, its directors, officers, shareholders, employees, assigns, agents and related bodies corporate (collectively referred to as "affiliates") shall not be liable for, and I release Modere and its affiliates from and waive all claims for damages for loss of profits, loss of opportunity, loss of revenue and other economic loss and exemplary and aggravated damages. I further release Modere and its affiliates from all and any liability to me arising from or relating to the promotion or operation of my Modere business and any activities related to it (e.g., the presentation of Modere products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.) and agree to indemnify Modere for any fines, penalties, damages, settlements, or other expenses imposed upon Modere as a result of any conduct or representation by me in breach of this Agreement.

9. A. Throughout the Agreement term and at all times thereafter I shall hold in confidence all 'Confidential Information' of the company. 'Confidential Information' includes, without limitation, any trade secrets, formula, sales and distribution systems, confidential literature and any 'Network Information'. 'Network Information' includes, without limitation, any list of Modere's Social Marketers or Customers (whether complete or a portion thereof) and any information regarding the Modere's Network, which Modere may have disclosed to me for the express purpose of assisting me in the evaluation of the performance of my Modere activities and downline organisation, to improve my efficiency and business development.

B. I agree not to disclose the 'Confidential Information' to any person for any reason.

10. For a period of one year after the date of termination or expiry of this Agreement, I shall not approach any Modere Social Marketer in Australia for the purpose of, directly or indirectly, recruiting or attempting to recruit this Social Marketer to another Direct Selling company in competition with Modere, conducting or proposing to conduct business in Australia, or attempt to induce him/her to cease acting as, or do anything which could result in him/her being terminated as a Social Marketer, or engage in conduct which would constitute cross-sponsoring if I were still a party to this Agreement; and this clause shall survive termination of this Agreement.

11. This Agreement may be terminated by me at any time by prior written notice of termination to Modere.

12. If this Agreement is terminated or expires I must immediately:

- A. Return to Modere any 'confidential Information' I hold or control;
- B. Pay all amounts owing to Modere.

13. This Agreement, in its current form and as amended by Modere at its discretion, constitutes the entire contract between Modere and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this document and the Modere Policies and Procedures (in their current form or as subsequently modified), the Modere Policies and Procedures shall in all instances supersede and prevail over any term of this document as to the matters addressed herein.

14. Any waiver by Modere of any breach of this Agreement must be in writing and signed by an authorized officer of Modere. Waiver by Modere of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach by me.

15. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be excised, and the balance of the Agreement will remain in full force and effect.

16. This Agreement shall be governed by the laws of South Australia and Modere, and the Modere Social Marketer agrees to submit to the non-exclusive jurisdiction of courts of that state.

17. If the Modere Social Marketer wishes to bring an action against Modere for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct on the part of Modere giving rise to the cause of action. Failure to bring such action within one year shall bar all claims and release Modere from all claims and causes of action that the Modere Social Marketer has or may have now and in the future against Modere for such act or omission. To the extent permitted by law the Modere Social Marketer waives and releases all other time periods or limitations that apply under any other statute of limitations.

18. I authorize Modere to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

19. A faxed or electronic copy of this Agreement shall be treated as an original in all respects.

20. For the purposes of the GST law and throughout the duration of this Agreement:

A. If the Modere Social Marketer has notified Modere that he/she is registered for GST purposes the Modere Social Marketer will remain registered for GST purposes unless and until the Modere Social Marketer notifies Modere to the contrary; the Modere Social Marketer will notify Modere if the Modere Social Marketer ceases to be registered.

B. Modere is registered for GST purposes unless and until Modere notifies the Modere Social Marketer to the contrary; Modere will notify the Modere Social Marketer if Modere ceases to be registered.

C. Modere will issue recipient created tax invoices in respect of any taxable supply by the Modere Social Marketer to Modere and the Modere Social Marketer shall not issue tax invoices for such supplies.

D. Modere shall indemnify the Modere Social Marketer for any liability for GST and penalty that may arise from an understatement of the GST payable on any taxable supply for which Modere issues a recipient created tax invoice.

E. Expressions issued in this provision that are defined or referred to in A New Tax System (Goods & Services Tax) Act 1999 shall have the same meaning as defined in that Act.