Melaleuca of Canada, Inc. Customer Agreement

3910 South Yellowstone Hwy • Idaho Falls, ID 83402-6003 Enrollments 1-800-262-0600 • Phone Orders 1-800-282-3000 Fax only 1-888-528-2090 (24 hours/day) French Enrollments & Phone Orders 1-800-752-9966

Please enroll me as a I commit to purchase products totaling at least (check one)

35 or 75 Base Points each month and I'll receive 30% to 40% off suggested retail price of Melaleuca products

1 New Customer		
FIRST NAME	INITIAL	LAST NAME
SPOUSE'S FIRST NAME (If spouse is also an applicant)	INITIAL	LAST NAME
SHIPPING ADDRESS (For mailing of information, materials & product	s)	
СІТҮ		PROVINCE POSTAL CODE
Please indicate preferred phone number(s) for contacting you.	Home	SOCIAL INSURANCE NUMBER
	Busines	S
FAX Phone Number		E-mail Address:

|2|New Customer Account Information

For your ordering convenience, you may place your checking or credit card account information on file with us. At le of payment is required. To ensure your continued Preferred Customer status, we suggest you indicate more than on payment. All account information must be in the name of the new Customer.

Electronic Checking (Attach a voided check for verification of your account number and to your bank of this agreement for pre-authorization. Electronic Checking information provided by teleph authorized payment method while the Customer Agreement is in transit.)

BANK ACCOUNT NUMBER	PRIMARY FORM OF PAYMEN
	PRIMARY FORM OF PAYMEN
ACCOUNT NUMBER	EXP. DATE (MO./YR.)
	PRIMARY FORM OF PAYMEN
ACCOUNT NUMBER	EXP. DATE (MO./YR.)
AUTHORIZED SIGNATURE X	
In the event that the preferred method of payments indicated above are not valid, Melaleuca w	ill charge any other valid
method of payment on file. \$35 or \$39 Enrollment Fee: PAYMENT CHECK ENCLOSED BILL MY ACCOUN	T INDICATED ABOVE
3 Lead/Enroller	
FIRST NAME INITIAL LAST NAME	
PHONE CUSTOMER NUMBER	
International Enrollment My enroller is an International Marketing Executive from the following country:	
DESCRIPTIONED N	IMPED

4 PRESENTATION BY

ENROLLER'S SIGNATURE

I affirm that the appointment and presentation were done by the person(s) listed in line 4 above.

5 Marketing Executive		
FIRST NAME	INITIAL	LAST NAME
	INTI AL	
PHONE		CUSTOMER NUMBER

Direct Customer. I'll receive the retail price.

(Please print. Incomplete or illegible information will delay Melaleuca's acceptance and processing of this Agreement.)

	6 Preferred Customer Benefits
	Choose the Preferred Customer Backup Order that fits your needs. Your automatic Backup Order keeps you in good standing to receive your Preferred Customer 30% discount and other Preferred Customer benefits. If you're away on vaca- tion or business, don't meet your Base Point commitment, or just forget to place your order, the Backup Order will be sent automatically, assuring that you meet your Base Point commitment and that you receive all Preferred Customer savings and benefits. See the Melaleuca Backup Order Lineup and ask your enroller about your Base Point commitment level.
	Preferred Customer Backup Order Selections Check Item Base Points Price* Select-Pak Backup Order — Complete form on the back side of white copy. Backup Order #1 (includes Vitality Pak) 35 \$62.99 Backup Order #2 (does not include Vitality Pak) 35 \$62.99 Backup Order #3 75 \$129.99 * Applicable freight, Goods and Services Tax, and Provincial Sales Tax or Harmonized Sales Tax will be added to these Prefered Customer Prices and Base Point Calculations are valued to that one window notice. (SHIPPING NOT INCLUDED)
	and Base Point calculations are subject to change without notice. (SHIPPING NOT INCLUDED)
	Melaleuca's Long-Distance Savings Program can save you up to 35%!
	calls. Enroll me in MelaCom. Include in the MelaCom program the following phone number(s) for which I am financially responsible.
	Your initials
	Estimated monthly long-distance usage
	To enroll by phone, call Product Support at 1-800-282-3000.
	<i>Quality Internet service at an incredibly low price!</i> True unlimited access, high-speed dial-up connection, cus-
	tomizable start-up page, free e-mail and personal webspace and more! Only \$19.95 per month. PLUS qualify for FREE monthly internet service! YES! I currently have a computer and I want to sign up for iGlide.net internet service! Please send me my FREE iGlide.net enrollment CD-ROM.*
)	See important iGlide.net information on the back of this form.
2	7 Signature
(BY SIGNING BELOW I ACKNOWLEDGE THAT I AM AT LEAST 18 YEARS OLD AND I HAVE CAREFULLY READ AND AGREE TO THE TERMS AND CONDITIONS ON THE FOUR PAGE OF THIS AGREEMENT. X
A	Applicant's Signature (this Melaleuca Agreement is not valid unless signed) Date
-	Spouse's Signature (if applicable) Date
/	
	<u>Cancellation Provision</u> : I may cancel this Agreement for any reason at any time by giving written notice to Melaleuca bearing my original signature, printed name, address and Customer Number. Written cancella- tions will be effective upon receipt by Melaleuca of Canada, Inc. Cancellation notices must be mailed to Melaleuca of Canada, Inc., 3910 S. Yellowstone Hwy., Idaho Falls, ID 83402-6003. Faxed cancellations cannot be accepted.
	<u>100% Satisfaction Guarantee</u> : If I am not completely satisfied with any product I purchase from Melaleuca, Melaleuca will replace it without charge or credit my account for the total purchase price of the product, or upon my written request, refund the total purchase price provided I return the unused portion of the product to Melaleuca, together with a copy of the invoice, within 60 days of the date of purchase.
	Buyer's Right to Cancel (see page 3)
	- aler a million of a second of the build of

Mail only white copy to Melaleuca of Canada , Inc. • Customer keeps two yellow copies • Enroller keeps pink copy

CACN4 Prices listed do not include applicable sales tax. ©2000 Melaleuca of Canada, Inc. Stock #919 Printed in the USA Rev. 08/00C

Customer Agreement Terms and Conditions (please read carefully)

The Preferred Customer Backup Order Agreement: If I am enrolling as a Preferred Customer, I agree to purchase products totalling at least the specified Base Point value (35 or 75) which I selected on this Agreement. By enrolling as a product dualing in teaching back of Canada, inc. to ship the product package(s) listed on the front of this Agreement in any calendar month in which my product orders do not equal or exceed the Base Point total designated in the Backup Order selected in this Agreement, Melaleuca of Canada, Inc. will not ship a Backup Order for any calendar month in which I place product orders with Base Points equaling or exceeding the amount I have selected. Melaleuca of Canada, Inc. is under no obligation to ship any products if the authorized accounts have been overdrawn or closed.

The Select-Pak Backup Order: In the event that any product I have selected on the Select-Pak form below becomes unavailable, or if the Base Points for any products I have selected are reduced, I authorize Melaleuca to substitute another product or products of equal or greater value to ensure that I meet my Base Point commitment. I further authorize Melaleuca to charge my account for any price difference for the substituted product(s). If I am not satisfied with the substitute product(s), I may return it for an exchange and authorize Melaleuca to credit or charge my account for any price difference.

Payment Authorization: I authorize Melaleuca of Canada, Inc. to withdraw payment for my Backup Order(s) from my credit card or bank account as specified on the front of this Agreement. Melaleuca is authorized to withdraw payment equal only to the exact amount of the price of the products that I order, plus applicable GST, PST or HST, shipping and handling on the price of the Backup Order I have selected (plus additional amounts for substitute products if the products I have selected become unavailable), plus applicable GST, PST or HST, shipping and handling. I agree to pay a \$13.50 service fee in the event a check or charge is returned for any reason. I will hold Melaleuca of Canada, Inc. harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.

Changes: To change Backup Order selections, quantities, method of payment, or the authorized amount, a new Customer Agreement must be submitted to Melaleuca of Canada. Inc. If more than one Customer Agreement has been submitted, the most recent agreement will supersede all previous agreements. Melaleuca of Canada. Inc. reserves the right to substitute products and/or change prices or Base Point allocations without notice. Substitutions on Select-Paks will only occur if selected products become unavailable.

Enrollment Fee: The cost to enroll as a Customer is \$35.00 (plus applicable taxes). I will receive a Melaleuca Portfolio. If I enroll as a Melaleuca Marketing Executive, the \$39.00 (plus applicable taxes) for my Business Kit will include the Customer enrollment fee and a subscription to Melaleuca's monthly publications to keep me updated on products and the latest in company information at no additional cost as long as I remain an active Customer.

Renewal Fee For Preferred Customers: If I have enrolled as a Preferred Customer, I authorize Melaleuca of Canada, Inc. to charge my account \$16.50 (applicable taxes will be added) on an annual basis for the purpose of automatically renewing my Customer Agreement. This \$16.50 (plus tax) renewal fee also covers the annual renewal of my Independent Marketing Executive Agreement.

Electronic Checking Payment Conditions

Items charged under any of the following conditions will be reimbursed subject to written notification by me (us) to the branch of account within 90 days:

a) I (we) never provided authorization to the payee.

b) The pre-authorized debit was not drawn in accordance with my (our) authorization.

c) My (our) authorization was revoked.

d) The debit was posted to the wrong account due to invalid/incorrect account information supplied by the payee.

(CPA Sec. H4, App II, Par. 10) I (we) authorize Melaleuca of Canada, Inc. to process a charge to my (our) account, in paper, electronic or other form in accordance with the terms and conditions outlined above and in the amount of the Backup Order (plus applicable GST, PST or HST, and shipping and handling charges) corresponding with the amount in the box I (we) have checked in Section 5 on the front page of this Agreement to be charged on or about the fourth of the month, with reasonable latitude for adjustment, beginning on the date Melaleuca of Canada, Inc. accepts this Agreement. In addition, upon my, (our) request, I (we) authorize Melaleuca of Canada, Inc. to process a charge to my (our) account, in paper, electronic or other form in the amount of my (our) order by telephone, mail order form or fax, with reasonable latitude for adjustment, and in no case exceeding \$1,000.00 on my (our) account daily, beginning on the date Melaleuca of Canada, Inc. accepts this Agreement. Melaleuca of Canada, Inc. will to the best of its ability,

MelaCom Program: When I request to be enrolled in the MelaCom Program, either by checking the appropriate box on the first page of this Agreement or by requesting (either in writing or by telephone) enrollment in the MelaCom Program at any time after my execution of this Agreement, this Agreement will constitute my designation of Melaleuca to act as my agent for the purpose of changing the interexchange carrier for my telephone number(s) (which I have identified to Melaleuca) to the interexchange carrier servicing the MelaCom Program, as such interexchange carrier may be selected and changed from time to time by Melaleuca at its discretion. This agency shall be effective for as long as I am enrolled in the MelaCom Program. I can at any time choose not to be enrolled in the MelaCom Program. The Program fee to be enrolled in MelaCom is \$1.95 per phone line per month.

100% Satisfaction Guarantee: If I am not completely satisfied with any product I purchase from Melaleuca, Melaleuca will replace it without charge or credit my account for the total purchase price of the product, or upon my written request, refund the total purchase price provided I return the unused portion of the product to Melaleuca, together with a copy of the invoice, within 60 days of the date of purchase.

Special Shipping Restrictions for Yukon and Northwest Territories Residents: Product orders will be shipped to either Whitehorse, Yukon or Yellowknife, Northwest Territories only.

Arbitration: All claims or disputes of any nature between current or former Preferred or Direct Customers and Melaleuca (or its officers or employees), if not resolved by mutual agreement, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Such arbitration shall take place in Bonneville County, Idaho and the laws of the State of Idaho shall govern. The arbitration shall be conducted by three (3) arbitrators, one appointed by each of the two parties, and the third appointed by the two party appointees. Discovery shall be permitted in such arbitration and shall be conducted in accordance with the Federal Rules of Civil Procedure and the local rules of the District of Idaho. The prevailing party in any proceeding between a Marketing Executive and Melaleuca (or its officers or employees) shall be entitled to an award of attorneys' fees and costs.

Melaleuca Advantage Rewards: Only 35, 39 or 75 Base Point Preferred Customers are eligible to participate in the Melaleuca Advantage Rewards program. Advantage dollars can only be used toward the purchase of Base Point products. No Base Points will be given for products purchased with Advantage dollars or as part of an Advantage order. At the time of cancellation or discontinuation of their preferred status, customers will forfeit all Advantage dollars in their account. Advantage dollars may only be redeemed after placing a minimum Base Point order for the calendar month, in conjunction with another order, and in amounts of no less than 30 Advantage dollars. Shipping & handling for all Advantage orders is \$1.50 plus 4%. Advantage dollars cannot be used towards the payment of sales tax, and shipping & handling. Applicable taxes may be assessed. Melaleuca reserves the right to discontinue the Advantage program without notice at any time. Credit for returned product purchased with Advantage dollars or as part of an Advantage order will only be given in Advantage dollars for future redemption.

forward a statement of account in support of the debit(s) to me (us) within 30 days following the posting of the pre-authorized debit to my (our) account. As pre-authorization, I (we) agree to accept as notice of the payment due by one of the following methods:

a) by telephone when placing a telephone order

b) by my (our) submittal of the Order Form when placing an order by mail or fax

c) by my (our) submittal of the Customer Agreement with the selection of the Backup Order in Section 5 of the (CPA Sec. H4, App II, Par 11(f)) Customer Agreement.

I (we) acknowledge that The Toronto-Dominion Bank is not required to verify that the debit has been issued in accordance with the particulars of the authorization including the amount and frequency of payments.

I (we) acknowledge that The Toronto-Dominion Bank is not required to verify that any purpose of payment for which the debit was issued has been fulfilled by Melaleuca of Canada, Inc. as a condition to honoring a pre-authorized debit issued or caused to be issued by Melaleuca of Canada, Inc. on my (our) account. (CPA Sec. H4, App II, Par 7)

Revocation of this authorization only terminates the authorization relating to my (our) electronic checking account. My (our) authorization applies only to the method of payment and does not have any bearing on the contract for goods and services exchanged. (CPA Sec. H4, App II, Par 8)

I (we) acknowledge that delivery of this authorization to Melaleuca of Canada, Inc. constitutes delivery by me (us)

BASE POINT COMMITMENT: (Your Select-Pak Base Points must equal or exceed the commitment level selected below).

(Sele	ect	On	e)

35 Checking this commitment level entitles you to purchase any combination of Melaleuca, Vitality for Life or Nicole Miller Skin Care products at Preferred Customer prices on your Select-Pak. You will be sent the Select-Pak Backup Order listed below any month that your total product purchases do not equal or exceed 35 or 75 Base Points.) 75

Note: You may change the items selected below at any time by contacting Melaleuca. Changes to your Base Point commitment require you to sign and submit a new Customer Agreement.

SELECT-PAK CONTENTS		ONTENTS	
	01	0.	Item Decemination

Stock #	Qty.	Item Description	Unit Base Points	Total Base Points	Unit Price	Total Price
Shipping	and handlin	. g plus applicable sales tax will be added to your order and reflected on the printed invoice included.	TOTAL BP		TOTAL PRICE	

If you have completed the "Select-Pak" portion of this form, please remember to fax both sides of this document.

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c) My (our) authorization was revoked.

d) The debit was posted to the wrong account due to invalid/incorrect account information supplied by the pavee. (CPA Sec. H4, App II, Par. 10)

I (we) authorize Melaleuca of Canada, Inc. to process a charge to my (our) account, in paper, electronic or other form in accordance with the terms and conditions outlined above and in the amount of the Backup Order (plus applicable GST, PST or HST, and shipping and handling charges) corresponding with the amount in the box I (we) have checked in Section 5 on the front page of this Agreement to be charged on or about the fourth of the month, with reasonable latitude for adjustment, beginning on the date Melaleuca of Canada, Inc. accepts this Agreement. In addition, upon my, (our) request, I (we) authorize Melaleuca of Canada, Inc. to process a charge to my (our) account, in paper, electronic or other form in the amount of my (our) order by telephone, mail order form or fax, with reasonable latitude for adjustment, and in no case exceeding \$1,000.00 on my (our) account daily, beginning on the date Melaleuca of Canada, Inc. accepts this Agreement. Melaleuca of Canada, Inc. will to the best of its ability,

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a) by telephone when placing a telephone order

b) by my (our) submittal of the Order Form when placing an order by mail or fax

c) by my (our) submittal of the Customer Agreement with the selection of the Backup Order in Section 5 of the (CPA Sec. H4, App II, Par 11(f)) Customer Aareement.

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I (we) acknowledge that The Toronto-Dominion Bank is not required to verify that any purpose of payment for which the debit was issued has been fulfilled by Melaleuca of Canada, Inc. as a condition to honoring a pre-authorized debit issued or caused to be issued by Melaleuca of Canada, Inc. on my (our) account. (CPA Sec. H4, App II, Par 7)

Revocation of this authorization only terminates the authorization relating to my (our) electronic checking account. My (our) authorization applies only to the method of payment and does not have any bearing on the contract for goods (CPA Sec. H4, App II, Par 8) and services exchanged

I (we) acknowledge that delivery of this authorization to Melaleuca of Canada, Inc. constitutes delivery by me (us)

iGlide.net Important Information

New Melaleuca customers may receive one (1) free iGlide.net sign up CD ROM at time of enrollment. Additional CD-ROMs may be purchased through Melaleuca. Customers may also enroll free online at www.iGlide.net.

For each customer who signs up using your Referral Number,* you will receive one month's credit toward free internet service. The free internet credit is valid only if the new customer continues with iGlide.net service for 6 consecutive months. Only active Melaleuca Preferred Customers are eligible to earn credits.

Within one calendar month following the month of enrollment, referral credits for iGlide.net internet service will automatically be given to the Melaleuca Enroller. After the month following the month of enrollment, any Preferred Customer may receive credit.

Preferred Customers must pay for the first month of internet service. Credit for free internet service may be used beginning with the second month of service. iGlide.net accepts any major credit card.

You are not considered enrolled in iGlide.net until you have agreed to the iGlide.net terms and conditions found on the CD ROM or on the website, and you have paid for your first month of service. Additional terms and conditions may apply, see details on CD ROM or online at www.iGlide.net.

Your referral number is your Melaleuca ID number.

Rescission Rights

Please note that you may cancel this agreement even after the expiration period set forth below. Please review the entire Customer Agreement for additional terms and conditions.

For Newfoundland Residents: You may cancel this contract by giving notice of cancellation not later than 10 days after the date on which you signed the contract. In order to cancel this contract, you must deliver a notice of cancellation to Melaleuca of Canada, Inc., 3910 South Yellowstone Highway, Idaho Falls, Idaho 83402-6003, USA. This contract constitutes the entire agreement between the parties and shall prevail over any written or oral representations or statements made by any other party.

For New Brunswick Residents: In accordance with paragraph 17(1)(a) of the Direct Sellers Act, where the purchaser serves written notice of rescission on the direct seller, vendor or salesman within five clear days after the day on which the purchaser entered into the direct sales contract, the direct sales contract is rescinded. In accordance with subparagraph 17(1)(b)(ii) of the Direct Sellers Act, where the purchaser serves a written notice of rescission on the direct seller, vendor or salesman of the vendor within one year after the day on which the purchaser entered into the direct sales contract, and the goods or services to be supplied under the direct sales contract are not supplied to the purchaser entered into the direct sales contract, the direct sales contract is rescinded.

For Yukon Residents: You can cancel this agreement by notice in writing within seven days after you signed it. If you do not cancel this agreement within the seven days you may not be able to cancel it afterwards. You can send your notice by registered mail to Melaleuca of Canada, Inc., 3910 South Yellowstone Highway, Idaho Falls, Idaho 83402-6003, USA, or you may deliver it there yourself. You must mail it or deliver it before the end of the seven days. If you cancel it, any money you paid, and any goods you traded in, will be returned to you.

For Alberta, British Columbia, Manitoba, Ontario, Northwest Territories, Nova Scotia, Prince Edward Island and Saskatchewan Residents: You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office.

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods to the seller.

To cancel you must give a notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax, or by personal delivery.

Address for service in Manitoba:

D'Arcy & Deacon 1200–330 St. Mary Ave. Winnipeg, MB R3C 4E1

BUYER'S RIGHT TO CANCEL

For Residents of Quebec Statement Of Consumer Cancellation Rights (Consumer Protection Act, section 58)

You may cancel this contract for any reason within 10 days after you receive a copy of the contract along with the other required documents.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel the contract within one year. You lose that right if you accept delivery after the 30 days. There are other grounds for an extension of the cancellation period to one year, for example if the itinerant merchant does not hold a permit or has not provided the required security at the time the contract is made, if the goods are never delivered or the services never performed, or if the contract is incorrectly made or worded. For more information, you may seek legal advice or contact the Office de la protection du consommateur.

If you cancel the contract, the itinerant merchant must refund all amounts you have paid, and return the goods received in payment, as a trade-in or on account; if the merchant is unable to return the goods, you are entitled to receive an amount of money corresponding to the value indicated in the contract or the cash value of the goods, within 15 days of cancellation. You also have 15 days to return to the merchant any goods you received from the merchant.

To cancel, you must return the items received from the merchant to the merchant or the merchant's representative, send the merchant the cancellation form or written notice must be sent to the merchant or the merchant's representative at the address indicated on the form, or at any other address indicated in the contract. You must give notice of cancellation by personal delivery or by any other method that will allow you to prove that you gave notice, including registered mail, E-mail, fax and courier.

CANCELLATION FORM (detachable from schedule)
TO BE COMPLETED BY THE MERCHANT
To:
3910 S. Yellowstone Hwy.
Idaho Falls, Idaho 83402 (address of itinerant merchant or his representative)
Telephone number of itinerant merchant or representative: (208) 522-0870
Fax number of itinerant merchant or representative: 1-888-528-2090
Electronic address of itinerant merchant or representative: N.A.
TO BE COMPLETED BY THE CONSUMER
Date:
By virtue of section 59 of the Consumer Protection Act, I hereby cancel the contract
No.: (contract number, if any) made on (date of contract)
at(address where contract was signed by the consumer)
(name of consumer)
Telephone number of consumer: ()
Fax number of consumer: ()
Electronic address of consumer:
(address of consumer)
(signature of consumer)