



# INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

15 Hope Road  
Unit J1, Building A  
Winchester Business Centre  
Kingston, 10  
Jamaica, West Indies  
Tel. (876) 908-0135 Fax: (876) 754-9464  
www.stemtechbiz.com.jm

## APPLICANT INFORMATION

Full Name:	
Tax Registration Number (TRN):	
Co-applicant name:	
Address:	Ship To: (if different)
Neighborhood, Parish/Postal Code	Ship To: (if different)
Primary Phone:	Secondary Phone:
E-mail:	Fax:

## ENROLLER INFORMATION

Full Name:	Placement Name: (if different)
ID Number:	Placement ID Number: (if different)
Address:	
Neighborhood, Parish/Postal Code	
Phone:	E-mail:
Enroller's Signature: (not required):	

By signing this Application and Agreement, I agree to fulfill the obligations as the Sponsor of the applicant as described in the STEMTech Policies and Procedures. I certify that I have provided the most current version of the STEMTech Policies and Procedures and Compensation Plan to the Applicant prior to his/her signing this Agreement.

**Assumed Names, Corporations, Partnerships, or Trusts** - Assumed Names, Corporations, Partnerships, or Trusts - If your business will be owned by a corporation, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity ID Form and submit it with this Application and Agreement.

## Sign-Up and Payment Options

**Distributor Kit Options** - Select one. See instructions for Kit contents.

- A. Wholesale "Associate" Distributor Kit** US\$25.00
- B. Business Development System** US\$50.00
- C. FastStart Pack** US\$299.00
- D. ProRetailer's Pack** US\$2,200.00

All Applicants must purchase a Kit. Other choices are optional.

### Calculate TOTAL:

Distributor Kit Price From Left	US \$ _____
Shipping Charge	US \$ _____
General Consumer Tax (GCT) 16.5%:	US \$ _____
<b>TOTAL:</b>	<b>US \$ _____</b>

### Payment Method

MasterCard  Visa  Debit Card

Card # \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Credit Card CVV #: \_\_\_\_\_ (3 or 4 digit code on the front or back of card)

Cardholder Signature: \_\_\_\_\_

Please retain this credit card number on file for future ordering  
(please initial)

### AUTOSHIP OPTIONS: See instructions for details

- YES, please sign me up for STEMTech's discount AutoShip program. I understand that STEMTech will automatically send my products selected below once a month and I authorize STEMTech to charge my credit card or debit my check card indicated on this form, for each monthly order. I understand that I may cancel my AutoShip order at any time\*. I would like \_\_\_\_\_ bottle(s) of StemEnhance™ sent each month at the discount price of US\$41.95 per bottle, plus applicable GCT.

\*Cancellation of Autoship orders must be submitted in writing via fax, email or mail no later than two business days prior to your chosen AutoShip date.

- Start THIS month**       **Start NEXT month**

Please contact STEMTech if the payment option for Autoship needs to be different from above, or include alternate payment info along with this form when faxing.

### DISTRIBUTOR BUSINESS SUITE OPTION:

- YES, please provide me with a DISTRIBUTOR BUSINESS SUITE. Setup fee of US\$129.95 and monthly fee of US\$9.95 will be waived when ordering a FastStart Pack with AutoShip Enrollment, or a ProRetailer Pack.

Desired Website Username (Default Password is 'password')  
http://\_\_\_\_\_ .stemtechbiz.com.jm

### SHIPPING RATES:

0-10 lbs		Over 10 lbs	
Shipping	US\$7.14	Shipping	US\$14.29
GCT (16.5%)	US\$1.19	GCT (16.5%)	US\$ 2.39
<b>Total</b>	<b>US\$8.33</b>	<b>Total</b>	<b>US\$16.66</b>

I certify that I am of legal age (the age of majority) according to Jamaican Law. I understand that I have the right to terminate my STEMTech independent business at any time, with or without reason, by mailing or faxing written notice to the Company at the above address.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant's Signature

\_\_\_\_\_  
Date

Please mail or fax this Application and Agreement to STEMTech within 24 hours of completing it. If faxed in, you must fax both the front and back of the Agreement. If sent by mail, send to: STEMTech Jamaica, Ltd. Distributor Application Dept., 15 Hope Road, Unit J1, Building A, Winchester Business Centre, Kingston 10. \*By entering my Tax Registration Number on this Application and Agreement, I certify that this number is my correct taxpayer identification number. I have not been a STEMTech Distributor, or a partner, shareholder, or principal of any entity having a STEMTech business within the past six months in Jamaica.

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the reverse side of this form for an explanation of this right.**

**Send top white copy to STEMTech, bottom 2 copies retained by Applicant.**

# TERMS AND CONDITIONS

1. I understand that as a STEMTech Jamaica Limited ("STEMTech") Independent Distributor I have those rights as set forth in the STEMTech Policies and Procedures.
2. I agree to present the STEMTech Marketing and Compensation Plan and STEMTech products and services as set forth in official STEMTech literature.
3. I agree that as a STEMTech Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of STEMTech. 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, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF STEMTECH FOR JAMAICAN TAX PURPOSES. STEMTech is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, taxes of any kind.
4. I have carefully read and agree to comply with the STEMTech Policies and Procedures and the STEMTech Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from STEMTech. I understand that these Terms and Conditions, the STEMTech Policies and Procedures, or the STEMTech Marketing and Compensation Plan may be amended at the sole discretion of STEMTech, and I agree to abide by all such amendments. Notification of amendments shall be issued through reasonable commercial means, including but not limited to any of the following: posting on STEMTech's website (www.stemtechbiz.com), e-mail to distributors, included in STEMTech periodicals, and/or included in product orders, bonus check mailings, or other special mailings. Amendments shall become effective 30 days after publication. The continuation of my STEMTech business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year. If I fail to annually renew my STEMTech business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor, I shall not be eligible to sell STEMTech products, and I also waive all rights, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. STEMTech reserves the right to terminate all Distributor Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to STEMTech at its principal business address. STEMTech may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of STEMTech. Any attempt to transfer or assign the Agreement without the express written consent of STEMTech renders the Agreement voidable at the option of STEMTech and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, or if I engage in any conduct which is deceptive, fraudulent, unethical, or that may, in STEMTech's sole discretion, damage STEMTech's reputation, STEMTech may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
8. STEMTech, 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 STEMTech 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 STEMTech and its affiliates from all liability arising from or relating to the promotion or operation of my STEMTech business and any activities related to it (including but not limited to, the presentation of STEMTech products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify STEMTech for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by STEMTech at its discretion, constitutes the entire contract between STEMTech and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by STEMTech of any breach of the Agreement must be in writing and signed by an authorized officer of STEMTech. Waiver by STEMTech of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.
11. 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.
12. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws. All disputes and claims relating to STEMTech, the Distributor Agreement, the STEMTech Marketing and Compensation Plan or its products and services, the rights and obligations of an Independent Distributor and STEMTech, or any other claims or causes of action relating to the performance of either an independent Distributor or STEMTech under the Agreement or the STEMTech Policies and Procedures shall be settled totally and finally by arbitration in Orange County, State of California, or such other location as STEMTech prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent STEMTech from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect STEMTech's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
13. The parties consent to jurisdiction and venue before any federal or state court in Orange County, State of California, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
14. If a Distributor wishes to bring an action against STEMTech for any act or omission relating to or arising from the Agreement, such action must be brought within one year 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 STEMTech for such act or omission. Distributor waives all claims that any other statutes of limitations applies.
15. I authorize STEMTech to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
16. A faxed copy of the Agreement shall be treated as an original in all respects.

## NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the date indicated on the front of the Application. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to STEMTech Jamaica Limited, 15 Hope Road, Unit J1, Building A Winchester Business Centre, Kingston 10, NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

## I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_