



NOEVIR U.S.A., INC.

# Independent Consultant Application/Agreement

**GENERAL INFORMATION:** (Print only – bold fields are required and must be filled out completely)

Application/Agreement Form must be filled out completely or it cannot be processed.  
*(Please note that personal information will be protected in accordance with Noevir's Privacy Policy)*

(Office Use Only) ID Number

<b>Last Name</b>	<b>First Name</b>	<b>Initial</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Spouse's Last Name (Optional)</b>	<b>First Name</b>	<b>Initial</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Street Address</b> (Include direction N,S,E,W and St.,Rd, Ave., etc. designators) Cannot be P.O. Box for shipping purposes, except Hawaii and Alaska.		<b>Apt. No.</b>
<input type="text"/>		<input type="text"/>
<b>City</b> (Incorporated/Unincorporated)	<b>Birth Date</b> (Month-Day-Year)	<b>Social Security No.</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>County</b>	<b>Home Phone</b>	
<input type="text"/>	<input type="text"/>	
<b>State</b>	<b>Zip Code</b> (5+4, if known)	<b>Work Phone</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>E-Mail Address</b>	<b>Fax Number</b>	<b>Ext.</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**SPONSOR INFORMATION:**

<b>Sponsor's Name</b> (Last, first)	<b>Sponsor's ID Number</b>
<input type="text"/>	<input type="text"/>

**SECONDARY LANGUAGE:** (Please select one)

Chinese     Japanese     Korean     Spanish     Vietnamese     Other \_\_\_\_\_

**AGREEMENT TO TERMS:**

**PLEASE NOTE:** Without the correct Applicant signature, the application cannot be processed.

- All new Independent Consultants must purchase the Consultant Business Kit.  
**(\$30 plus tax and shipping)**  
*(Purchase of the Consultant Business Kit is optional in North Dakota).*

• My signature below indicates that I have read and understand the Independent Consultant Agreement on the back of this document and agree to all terms and conditions.

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

Sponsor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**PAYMENT INFORMATION:**

I have enclosed a Check, Money Order or Cashier's Check in the amount of \$\_\_\_\_\_

I have chosen a Credit Card as my method of payment and agree to pay the total, inclusive of any other charges due, subject to and in accordance with the agreement governing the use of such cards.

- VISA     MasterCard  
 Discover     American Express

Expiration Date (Month/Year)

Credit Card #

Print Cardholder's Name \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

**IMPORTANT:** Original white copy must be mailed to the Irvine Office (Headquarters) within 3 days (even if a faxed copy was sent or signed up online).

**MAIL:** NOEVIR U.S.A., INC.  
1095 S.E. Main Street  
Irvine, CA 92614-6715  
Phone: 949-660-1111

**FAX:** Was this form faxed?  YES  
Fax: 949-660-7168

**WEB:** Did you sign-up online?  YES

**This agreement may be cancelled at the sole discretion of the Company or the applicant, at any time without cause, or for any other reason, as stated in the Noevir Sales Policy and Procedures.**

## **INDEPENDENT CONSULTANT AGREEMENT**

**I hereby apply to become an independent consultant of the Noevir U.S.A., Inc. (hereinafter "Company") marketing program.**

**As an Independent Consultant, I understand and agree that:**

1. I am of legal age (18 years) in the state in which I enter this agreement.
2. I shall become a Noevir independent consultant upon acceptance of this application by the Company. As an independent consultant, I shall have the right to sell the services and products offered by the Company in accordance with the Company's Compensation Plan and statement of policy, which may be amended and changed from time to time.
3. The Company, at its discretion, may amend the Compensation Plan, statement of policy, etc.
4. I have carefully reviewed the Company's Compensation Plan, rules and regulations, and policies and procedures, and acknowledge that they are incorporated as part of this agreement in their present form and as modified from time to time by the Company.
5. This agreement expires at the end of the calendar year. Consultants who have personally generated \$1 or more in sales, will automatically have their agreement renewed for the next calendar year.
6. An independent consultant shall be entitled to cancel participation in the Compensation Plan at any time and for any reason upon written notice to the Company. Upon notification of cancellation or termination, the sponsoring consultant or the Company will repurchase inventory and mandatory business kit materials in accordance with its policies as stated in the Company's Compensation Plan and statement of policy.
7. Upon acceptance of this application by the Company, I will be an independent contractor responsible for my own business and not an employee of the Company. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source or for any federal or state tax laws. It is my responsibility to pay self-employment, state and federal income taxes as required by law.
8. I will not use the Company's trade name and/or trademark except in the advertising provided to me by the Company or in other advertising without prior written approval by the Company.
9. Any independent consultant, who sponsors other independent consultants, must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. Independent consultants must have ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to Company training and sharing genealogy information with those sponsored. Independent consultants should be able to provide evidence to the Company upon request of ongoing fulfillment of sponsor responsibilities.
10. The Company's program is built upon retail sales to the ultimate consumer. The company also recognizes that independent consultants may wish to purchase product in reasonable amounts for their own personal or family use. For this reason, a retail sale for bonus purposes shall include sales to non-participants as well as sales to independent consultants for personal or family use which are not made for purposes of qualification or advancement. It is company policy however, to strictly prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing program. Independent consultants may not inventory load nor encourage others in the program to load up on inventory. Independent consultants must fulfill pub-

lished personal and downline retail sales requirements, as well as supervisory responsibilities, to qualify for bonuses, overrides or advancements.

11. I acknowledge that as an independent consultant, I am a wholly independent marketing representative who establishes and services retail customers for Company product as an independent contractor. The position of independent consultant does not constitute either a sale of a franchise or a distributorship, and absolutely no fees have been or will be required from the distributor for the right to distribute the Company's products pursuant to this agreement. This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between any independent consultant, sponsor and/or the Company.

12. The independent consultant shall:

- A. Abide by any and all federal, state, county and local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of Company products. If the independent consultant chooses to market his/her business on the internet, he or she must abide by the National Spamming Laws established by the United States Government.
- B. At the independent consultant's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this agreement and/or the receipt, holding, selling, distributing or advertising of Company products.
- C. Be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of the independent consultant's activities in connection with this agreement.

13. No purchase or investment is necessary to become a Noevir independent consultant other than the purchase of a consultant business kit which is sold "at Company cost." (Purchase is optional in North Dakota.)

14. Prior written approval from the Company is required for the following:

- A. To advertise Company products and/or the business opportunity.
- B. Issuance of a position in a Company or corporate name.

15. The Company may immediately terminate an independent consultant who discredits the Company's name, violates any requirement contained in this Agreement, Company Policy and Procedures, or training manuals or misrepresents the Company's products or business opportunity by making claims contrary to the Company's product literature and labels.

16. Applicant expressly authorizes the Company to contact him/her at the listed telephone number or any other number that may be added to the consultant's profile in the future.

17. This agreement constitutes the entire agreement between the independent consultant and Company and no other additional promises, representations, guaranties or agreement of any kind shall be valid unless in writing.

18. This agreement shall be governed by the laws of the state of California and all claims, disputes and other matters between the parties of this agreement shall be brought in Orange County Superior Court, Santa Ana, California, or in the U.S. District Court, in Los Angeles, California.

19. I acknowledge that I have read and understand and agree to the terms set forth in this agreement.

20. This agreement is not in force until accepted by the Company.

### **Noevir Order Lines:**

U.S. & Alaska .....1-800-872-8888  
Hawaii/Guam.....1-800-663-8476