

Amended 1607 E Big Beaver Rd Suite #110, Troy, MI 48083, USA • Customer Service 1.877.VISALUS • Fax Form To: 877.547.1570

## STEP 1: Join Our Team *please choose an enrollment option*

**Basic Promoter . . . . . \$49**



No product purchase required.

**Basic Promoter Executive Success System (ESS) Product Package \$49**  
**\$450**  
Plus, one month free of SUCCESS Club Subscription\* **Total \$499**



\*You will automatically be enrolled in SUCCESS Club for \$29/month. Contact Customer Relations if you wish to discontinue. \*\*Sales of these products count toward qualification for the BMW Bonus.

**Basic Promoter ESS Product Package \$49**  
**\$450**  
**Taster/Starter Packs \$500**  
**Total \$999**



## STEP 2: Create Your Auto-Ship *Choose the items you would like shipped to you each month. (OPTIONAL)*

### Convenience Packages:



**Core Kit \$199**  
\$293 Retail Value

**Balance Kit \$49**  
\$63 Retail Value

**Transformation Kit \$249**  
\$348 Retail Value

**Shape Kit \$99**  
\$125 Retail Value

**Fit Kit \$299**  
\$404 Retail Value

**Add Nutra-Cookies to your order! \$34/box**

- Chocolate Chip**
- Oatmeal Raisin**
- Peanut Butter**

**Additional 50 Taster Packs \$250** \$313 Retail Value!

**Additional 25 Starter Packs \$250** \$313 Retail Value!

### Choose your Auto-Ship date:

5<sup>th</sup>  12<sup>th</sup>  19<sup>th</sup>

Auto-Ship orders will be processed and shipped with your enrollment package, and continue every month on the date selected above. If selected date lands on a weekend or holiday, orders will be processed the last business day prior. Auto-Ship enrollment or product orders are not requirements to become a Promoter.

## STEP 3: Additional Products

Join the Body by Vi™ A Challenge community!



**30 Childrens' Shake Meals Donation \$24**  
*Meal for Meal Match!*

All additional product orders will be processed and shipped with your enrollment package.

QTY	ITEM #	DESCRIPTION	AUTO-SHIP	ONE-TIME
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

See Product Price Sheet for Item Numbers and pricing information.

## STEP 4: Vi-Net Login & Additional Tools

Please select a unique username and password to access your ViSalus Back Office. If neither Username choice is available, username will default to your mailbox number.

(1<sup>st</sup> Choice): \_\_\_\_\_  
(2<sup>nd</sup> Choice): \_\_\_\_\_

**You will automatically be subscribed to Vi-Net Pro plus ViSalus Success Club Subscription for \$29/mo.**

**Upgrade to Vi-Net Pro Swipe for \$39/mo and get The Swiper for \$49 (one time charge)**

To change or cancel, call ViSalus Customer Service at 1-877-VISALUS.

## STEP 5: Personal Information

Enroller ID#: \_\_\_\_\_

Enroller Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

The Enroller is an existing IP that refers a new IP. The Enroller can place the new IP anywhere in the depth of his/her organization. Once the enrollment process is complete the enroller can add/change sponsor information in the "Waiting Room" found in Vi-Net.

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

SIN#: \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Company Name: \_\_\_\_\_  
If doing business as a legal entity, complete and attach the Company Enrollment Form. (Required)

Shipping/Mailing Address: \_\_\_\_\_

Apt/Suite: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Apt/Suite: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

I authorize ViSalus Sciences to charge my account for the amount listed. I promise to pay such amount to and in agreement governing the use of such card. I understand that ViSalus Sciences will apply Taxes, Shipping and Handling charges to my order. I authorize ViSalus to charge my Promoter fee and ship/charge any Auto-Ship products monthly. Cancellations must be submitted at least 5 days prior to the Auto-Ship date.

I understand that to become an Independent Promoter (IP) of ViSalus I am only required to submit this Agreement. I further acknowledge that my advancement in the ViSalus marketing plan is based solely upon the acquisition of customers. My purchase of sales aids or training material, or attendance at training classes, is strictly optional and at my discretion. I also understand that if I choose to enroll or sponsor other individuals to participate in ViSalus' marketing plan, I will only be compensated based upon the activities of other IP's to the extent of their sales made to customers.

By my signature below and initials on the IP Terms of Agreement on the reverse side, I acknowledge that I have carefully read this Agreement and I am willing to accept the terms and conditions herein and on the reverse side.

Applicant Signature: X \_\_\_\_\_

This application is not considered complete unless ViSalus receives both the signed and dated Application (page 1) and the initialed Terms of Agreement (page 2)

### Communication Preferences:

Home Phone #: \_\_\_\_\_ Mobile Phone #: \_\_\_\_\_

Mobile Phone Provider: Required for ViSalus Mobile Updates (SMS) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Receive ViSalus News & Updates via: Check at least one

Phone  Email  Mobile Text Message (SMS)  None

Language Preference:  English  French

Gender:  Male  Female

### Billing Information:

Full Name on Credit Card: \_\_\_\_\_

Credit Card Number: | | | | | | | | | | | | | | | | | | | | | |

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Card Type: (circle one)

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

I understand that the terms of this document shall be a binding Agreement between ViSalus and me and upon receipt of this Agreement. I have read and understand ViSalus' Policies and Procedures and Compensation Plan, which are incorporated by the reference herein, and agree to abide by them as they may be amended at any time.

**I UNDERSTAND THAT I MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION AT ANY TIME, FOR ANY REASON. I UNDERSTAND THAT MY NOTICE OF CANCELLATION MUST BE SUBMITTED IN WRITING TO THE COMPANY AT ITS PRINCIPAL BUSINESS ADDRESS. PLEASE SEE OTHER SIDE FOR TERMS.**

Date: \_\_\_\_\_

1. I acknowledge that I am 18 years of age or older.
2. I understand and acknowledge that this Agreement is not binding until received and accepted by VISALUS.
3. I agree that as a Promoter, I am an independent contractor responsible for determining my own business activities and that I am not an agent, employee or legal representative of VISALUS. I am responsible for the payment of all federal and provincial employment taxes and any other tax required under any federal, provincial, local, or regulatory law. In the event that I fail to provide VISALUS a valid Social Insurance Number, VISALUS may withhold commissions due to me until a valid number is provided.
4. I understand that I am not being sold a franchise.
5. Either party may terminate this Agreement for any reason, at any time, by giving the other party prior written notice. To terminate this Agreement, I must mail or deliver personally to VISALUS, a signed, dated written notice of cancellation sent to: ViSalus Sciences, 1607 East Big Beaver, Suite 110, Troy, Michigan 48083.
6. I agree that as a VISALUS Promoter, I shall place primary emphasis upon the sale of Products and Services to non-promoter consumers as a condition of my receipt of commissions. Commissions I receive will be based upon fulfilling certain terms of qualification as set forth by the Marketing Program and Compensation Plans as may be amended from time to time at Visalus' sole discretion. A three (\$3.00) Dollar processing fee will apply to all payments.
7. I agree to keep accurate records and to abide by all federal, provincial, and local laws and regulations governing the sale or solicitation of the products and services marketed by VISALUS including, but not limited to, any and all permits and licenses required to perform under this Agreement.
8. I understand that a \$25 Administration Fee will be charged annually to my credit card on file with ViSalus. This fee is for services, which include, but are not limited to, downline reporting, customer tracking and accounting services. The Administration Fee will be charged in the month of my enrollment anniversary and if not paid will result in my status as a Promoter being placed on Financial Hold for up to 120 days. If the Administration Fee remains unpaid 120 days after it was due, my Promotership will be terminated and I will forfeit any commissions that were held since the time I was placed on Financial Hold. If my Promotership is terminated, I understand that I must re-enroll as a brand new Promoter and will not be placed back in my original spot if I wish to pursue the ViSalus opportunity.
9. I agree that VISALUS shall not be liable under any circumstances for any damage or loss of any kind, including indirect, special, punitive, compensatory, or consequential damages, losses or profits which may result from any cause, including but not limited to, breach of warranty, delay, act, error or omission of VISALUS, or in the event of discontinuation or modification of a product or service offered by VISALUS.
10. VISALUS shall periodically make sales literature and/or promotional materials available. However, I am under no obligation to purchase any materials or literature at any time. Refunds shall not be allowed under any circumstances, including, but not limited to, termination of this Agreement, obsolescence of such sales literature or promotional materials, or any other reason. Except as specified in paragraph 23.
11. I agree that as a Promoter, this Agreement grants me the limited authority to promote and sell the products VISALUS markets subject to the terms and conditions established by VISALUS from time to time.
12. I will not make any false or misleading statements about VISALUS, its marketing program, products, or services. I agree that I will operate in a lawful, ethical and moral manner and will not engage in or perform any misleading, deceptive or unethical practices. In the event I violate any of these conditions, my position may be terminated without further payment or compensation of any kind.
13. I acknowledge that I am responsible for supervising, training, and supporting Promoters I sponsor into the program and in my commissionable network. I agree to maintain monthly communication and support to those individuals in my commissionable network through written or verbal communication and attendance at meetings.
14. I acknowledge that VISALUS expressly reserves all proprietary rights to the company name, logo, trademarks, service marks ("Proprietary Marks") and copyrighted materials. I understand, acknowledge and agree that any monies which I pay VISALUS are in consideration of my receiving a non-exclusive license, during the term of this Agreement to use the Proprietary Marks of VISALUS in conjunction with the marketing program provided to me. I further agree that I will not use VISALUS's Proprietary Marks in any form whatsoever except as permitted in writing by VISALUS or in advertising or promotion materials provided, designed or published by VISALUS. I understand that I may not photocopy or duplicate any materials provided by or purchased from VISALUS without written authorization and that the unauthorized use of any Proprietary Mark is a violation of federal law and this Agreement, constituting grounds for termination of this Agreement by VISALUS.
15. I understand that as a Promoter, I am free to select my own means, methods and manner of operation and that I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement and VISALUS Policies and Procedures.
16. I acknowledge that I am not guaranteed any income nor am I assured any profits or success. I certify that no claims of guaranteed profits or representations of expected earnings that might result from my efforts have been made by VISALUS or any VISALUS Promoters. In this connection, I shall not represent directly or indirectly that any person may, can or will earn any stated gross or net amount, nor that sponsorship of others is easy to secure or retain, or that substantially all Promoters will succeed.
17. I acknowledge that I have the right to sign up as many personal customers as I wish. I will receive a commission each month from my personal customers' purchases and my downline network in accordance with the VISALUS Compensation Plan then in effect.
18. I agree to indemnify and hold harmless VISALUS from any and all claims losses, damages and expenses, including any attorney's fees, arising out of my actions or conduct in violation of this Agreement, Compensation Plan or any Policy or Procedure of VISALUS. I agree that in order to recoup any damages and expenses it has incurred due to such violation(s), VISALUS may offset any commissions or other payments due me. In the event a dispute arises as to the respective rights, duties and obligations under this Agreement, Compensation Plan or the Policies and Procedures of VISALUS, it is agreed that such disputes shall be exclusively resolved in the Circuit Court for Oakland County, State of Michigan, or Federal Court located in Detroit, Michigan. Michigan law shall apply to the resolution of all disputes.
19. I acknowledge that I have read and fully understand the VISALUS Policies and Procedures and Compensation Plan, which are incorporated into this Agreement by reference and are binding upon me. In order to maintain a viable marketing program and to comply with changes in federal, provincial or local laws or economic conditions, VISALUS may revise its Compensation Plan and Policies and Procedures from time to time. All changes thereto shall be effective upon verbal or written notice to me and become a binding part of this Agreement. The home office prior to use or publication must approve all advertisements using the Proprietary Marks of VISALUS.
20. I acknowledge that this Agreement, Compensation Plan and the Policies and Procedures incorporated herein by reference, constitute the entire Agreement between the parties and shall not be modified or amended except in writing signed by VISALUS. This Agreement shall be binding upon and inure to the benefit of heirs, successors, and permitted assigns of the parties hereto. If any provision of the Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby.
21. I acknowledge that Visalus reserves the right, in its sole discretion, to assign this Agreement and its rights and obligations hereunder in any sale, transfer, or assignment which is made (i) pursuant to the sale of all or substantially all of Visalus' assets of business, or (ii) pursuant to any sale, transfer, or assignment of this agreement to any affiliated or related entity (including any parent or subsidiary entity).
22. I agree to abide by the terms of the noninterference and non-disclosure policy of VISALUS.
23. During the term of this Agreement (and any renewals), I will not sell any other products for any entity competing with Visalus.
24. During the term of this Agreement (and any renewals) and for one (1) year thereafter, I will not solicit, recruit, or hire, Visalus employees or Promoters, whether active or inactive, to participate in a network marketing program whether or not such marketing program offers products.
25. During the term of this Agreement (and any renewals) and for one (1) year thereafter, I will not solicit any customer/client, potential customer/client or maturing business opportunity of Visalus in order to attempt to direct any of the same away from Visalus.
26. During the term of this Agreement (and any renewals) and for one (1) year thereafter, I will not induce or persuade any customer/client, potential customer/client, supplier, agent or other person under contract or otherwise associated or doing business with Visalus to reduce or alter any such association or business with Visalus.
27. For the purpose of paragraphs 24 and 25 I agree that the definition of customer/client, potential customer/client, maturing business opportunity supplier and agent shall include only those parties with whom I have had dealings by virtue of my contractual relationship herein within the preceding twelve (12) months.
28. I agree to hold in strict confidence the business and affairs of Visalus and I shall not during the term of this Agreement (and any renewals) or at any time thereafter directly or indirectly disclose to any third party or use for any other purpose than that of Visalus, information which in the reasonable judgment of a person engaged in the industry would be considered to be confidential. Without limiting the generality of the foregoing, confidential information shall include information respecting the identity of customers/clients or prospective customers/clients, information with respect to the pricing or timing of any contracts, information relating to existing or potential suppliers, markets, marketing plans, programs, requirements, strategies, concepts, ideas, products, apparatus, devices, materials, technology, know-how, data, processes, inventions, developments, formulations, compounds, applications, methods of manufacture as well as the similar confidential information of third parties that Visalus has agreed to keep confidential.
29. I agree that the provisions of paragraphs 22 to 26 of this Agreement shall survive the termination of this Agreement and shall be enforceable notwithstanding the existence of any claim or cause of action which I may have against Visalus. I acknowledge that a breach of the provisions of paragraphs 22 to 26 of this Agreement will give rise to irreparable harm and injury non-compensable in damages. Accordingly, in addition to the immediate termination of my Promotership and payments of any kind owing to me, Visalus may seek and obtain injunctive relief against the breach or threatened breach of the foregoing provisions in addition to any other legal remedies which may be available.
30. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

**Please initial here \_\_\_\_\_ to acknowledge that you have read and agree to the above Terms of Agreement, including the Compensation Plan and Policies and Procedures. Your application is not complete unless you initial this page and submit with your Independent Promoter Application.**