

## Associate Terms and Conditions

FOR OFFICE USE ONLY  
ACCOUNT#

All Applicants must sign/date/return the Application/Agreement and Terms and Conditions. Please read the Additional Information About Consumer Rights, and the Cancellation Notice.

### Associate Terms And Conditions

1. I am applying to become an Associate of **Mannatech Swiss International GmbH of Turmstrape 28, Zug, Switzerland** (herein after referred to as 'Mannatech') I understand that as a Mannatech Associate:
  - a. I have the right to purchase products within Mannatech's range of Wellness Products and services from Mannatech at the Associate price.
  - b. I have the right to offer for sale products within Mannatech's range of Wellness Products and services in accordance with these Terms and Conditions.
  - c. I have the right to enroll persons in Mannatech.
  - d. I will train and motivate the Associates in my downline marketing organisation.
  - e. I will comply with all applicable laws, ordinances, rules and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any law, ordinance, rule or regulation.
  - f. I have elected to purchase products within Mannatech's range of Wellness Products for the purpose of re-supply to end consumers.
  - g. I will perform my obligations as an Associate with honesty and integrity.
  - h. I will only use the sales agreements and order forms which are provided by Mannatech for the sales of its goods and services, and I will follow all Policies and Procedures established by Mannatech for the completion and processing of such agreements and orders.
2. I agree to inform all recruits/prospects of the appropriate agreement (inclusive of the Australian Consumer Law ("ACL") Consumer Rights and Cancellation Notice) applicable to the elective enrolment option (member, personal, or retail). I will comply with all applicable obligations under the ACL relating to unsolicited consumer agreements.
3. I agree to present the Mannatech Career and Compensation Plan and Mannatech products as set forth in official Mannatech literature. I will make no claims regarding potential income, earnings, or products beyond what is stated in official Mannatech literature.
4. I agree as a Mannatech Associate I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Mannatech. I am not authorised to and will not incur any debt, expense, obligation, or open any bank account on behalf of, for, or in the name of Mannatech. I understand I shall control the manner and means by which I operate my Mannatech Associateship, subject to my compliance with these Terms and Conditions, the Mannatech Policies and Procedures and the Mannatech Career and Compensation Plan (all of which are collectively referred to as the "Agreement"). I agree 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 I shall be treated as an Independent contractor of Mannatech for all purposes. The Company shall not be liable for any sick leave, PAYG taxation or similar matters, and accepts no responsibility for the procuring or establishment of workers' compensation insurance or other insurance or any superannuation.
5. I understand Mannatech is authorised to prepare and issue Recipient Created Tax Invoices (RCTI) for all commissions and bonuses paid to me as and when required. I agree I will not issue any tax invoices for any payments for which Mannatech has issued an RCTI. I understand Mannatech is currently registered for GST and will contact me if this registration ceases or if Mannatech ceases to satisfy any of the requirements as determined by the Australian Taxation Office. I agree as a Mannatech Associate that will register for GST if required by law and I will notify Mannatech in writing if my GST registration status changes.
6. I have carefully read and agree to comply with the Mannatech Policies and Procedures and the Mannatech Career and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand I must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from Mannatech. I understand these Terms and Conditions, the Mannatech Policies and Procedures, or the Mannatech Career and Compensation Plan may be amended from time to time, and I agree any such amendment will apply to me. Notification of amendments shall be published in official Mannatech materials. The continuation of my Mannatech Associateship or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
7. Upon acceptance of this Application by Mannatech, I am authorized as an Associate as of the date of this Application. You will retain your status for a period of one year coinciding with your anniversary date. Associates and Members will have no renewal requirements. Non-renewal of All-Star Associate status will result in the status being downgraded to the Preferred level when placing order(s) on or after the fourteenth Business Period.
8. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Mannatech. Any attempt to transfer or assign this Agreement without the express written consent of Mannatech renders this Agreement voidable at the option of Mannatech and may result in termination of my Associateship.

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9. I understand if I fail to comply with the terms of this Agreement, Mannatech may, at its discretion, terminate my Associateship or impose upon me other disciplinary action, if in the Company's opinion my actions are contrary to the best interests of the Company, including but not limited to, forfeiture of bonuses and commissions, loss of all or part of my marketing organisation. If I am in breach, default or violation of this 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. If I fail to pay for products or services when payment is due, I authorise Mannatech to withhold the appropriate amounts from my bonus or commission cheques, to charge my credit cards, or debit my bank accounts, if any, which I have authorised Mannatech to charge. I understand that the failure to promptly pay for products constitutes a breach of this Agreement.
10. To the extent permitted by law, Mannatech, its directors, officers, shareholders, employees, assigns, and agents (collectively referred as "affiliates"), shall not be liable for, and I release Mannatech and its affiliates from, and waiver all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by me as a result of:
- (a) my breach of this Agreement or the Mannatech Policies and Procedures;
  - (b) the promotion or operation of my Associateship and any activities related to it (e.g. the presentation of Mannatech products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc);
  - (c) any incorrect or wrong data or information provided by me; or
  - (d) the failure to provide any information or data necessary for Mannatech to operate its business, including without limitation, my enrolment and acceptance into the compensation Plan or the payment of commissions or bonuses. I agree the entire liability of Mannatech and its affiliates for any matter whatsoever related to the relationship of Mannatech and myself, including, but not limited to, any cause of action sounding in contract, tort or equity shall not exceed, and shall be limited to, the amount of products I have purchased from Mannatech under this Agreement or any other agreement that are in resaleable condition.
11. I agree to Mannatech and its affiliated or subsidiary companies collecting and storing the personal information herein and using it in relation to my activities as a Mannatech Associate. I further consent to the transfer by Mannatech of the personal information herein to my sponsor and/or any person in my sponsor's upline organisation. I further agree to Mannatech transferring the personal information herein to any overseas organisation within the Mannatech group for any purpose arising from my activities hereunder. The Associate may notify the Company in the event he or she wishes to keep this information private.
12. I agree to ensure I and any personnel that I may engage to assist me to conduct or assist in conducting my activities as a Mannatech Associate will, in the course of fulfilling my obligations hereunder:
- 11.1 use personal information collected and held by me in connection with this Agreement only for the purpose of conducting my Mannatech business; and
  - 11.2 take all reasonable measures to ensure that the said personal information is protected against loss, unauthorised access, use, modification and disclosure.
  - 11.3 at the time of collecting personal information ensure that all persons from whom personal information is collected are aware of, and consent to the purposes for which the information is to be used.
13. Subject to the applicable provisions of the Australian Consumer Law, this Agreement constitutes the entire contract between Mannatech 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 Agreement and any other agreement (other than the Policies and Procedures), this Associate Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies (in their current form or as subsequently modified, the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters and addressed herein, all at the sole discretion of Mannatech.
14. In the event a provision of this 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.
15. This Agreement shall be governed by the laws of the State of New South Wales, Australia and each of the Company and the Associate irrevocably submits to the non-exclusive jurisdiction of the Court of the State of New South Wales. If any dispute between the parties arises out of, relates to or is in connection with this Agreement or its validity, the dispute is to be finally determined by arbitration in Sydney in accordance with the Commercial Arbitration Act 1984 of New South Wales.
16. The Associate acknowledges in signing this Agreement that he/she has received and read and agrees to comply with such Policies and Procedures as amended by the Company from time-to-time.

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PLEASE PRINT ALL APPLICABLE APPLICANTS' NAMES

X

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APPLICANT SIGNATURE/S

DATE

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CO APPLICANT SIGNATURE/S

DATE