

# NEW ACCOUNT APPLICATION



Name of Licensed Health Care Professional: \_\_\_\_\_ Professional Title: \_\_\_\_\_

State of Issued License/Certificate: \_\_\_\_\_ License/Certificate Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

## BUSINESS ADDRESS

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## CONTACT INFORMATION

Name of Primary Contact: \_\_\_\_\_

Primary Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Subscribe to email communications: Yes No

Website: \_\_\_\_\_

Will you be promoting Encore Life products through this website? Yes No

## PREFERRED PAYMENT METHOD

Credit Card Wire

## ADDITIONAL INFORMATION

Whom do we thank for referring you? \_\_\_\_\_

## CREDIT CARD AUTHORIZATION

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information

Card Type: MasterCard VISA Discover AMEX

Cardholder Name (as shown on card): \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date (mm/yy): \_\_\_\_\_ Security Code: \_\_\_\_\_

Cardholder Billing Address (address, city, state, and zip code):

I, \_\_\_\_\_, authorize Encore Life, LLC to charge my credit card above for agreed upon purchase. I understand that my information will be saved to file for future transactions on my account.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please complete all pages of the application in its entirety and submit to [info@myencore.life](mailto:info@myencore.life).  
Your account confirmation will be sent via email within 2 to 3 business days.

# CUSTOMER PROTECTION AGREEMENT

This Agreement is between the signed health care professional ("CUSTOMER") and ENCORE LIFE. CUSTOMER shall not disclose ENCORE LIFE pricing on the Internet or supply ENCORE LIFE products to any re-sellers or retailers.

THIS ENCORE LIFE CUSTOMER PROTECTION AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between ENCORE LIFE, LLC ("ENCORE LIFE"), a Delaware corporation, with its principal place of business located at 811 W. New Orleans St., Ste 201, Broken Arrow, OK 74011; and the health care professional, \_\_\_\_\_ ("CUSTOMER"), with its principal place of business located at \_\_\_\_\_

In consideration of the mutual promises and covenants herein, ENCORE LIFE and CUSTOMER ("Parties") do hereby agree as follows:

- ENCORE LIFE is a supplier of a variety of wellness products, which are marketed worldwide under the ENCORE LIFE product line and brand name ("Products"), and the Products require exclusive distribution through a licensed health care professional.
- CUSTOMER wishes to purchase from ENCORE LIFE and ENCORE LIFE wishes to supply to CUSTOMER, the Products for the benefit of CUSTOMER's health care practice, patients or clients.

**ENCORE LIFE and CUSTOMER ("Parties") agree as follows:**

## 1. PURCHASE AND SUPPLY

ENCORE LIFE will sell to CUSTOMER, and CUSTOMER shall, from time to time, purchase the Products from ENCORE LIFE. CUSTOMER will only sell or provide ENCORE LIFE products to end users, and CUSTOMER will not supply ENCORE LIFE products to any re-sellers or retailers, including but not limited to, amazon.com and ebay.com.

## 2. CUSTOMER'S QUALIFICATIONS

At all times, CUSTOMER shall be qualified and licensed as a health care professional in the state(s) in which he/she practices and be certified or eligible in his/her specialty and subspecialty. As a health care professional, CUSTOMER agrees to administer service, care and the Products strictly in accordance with ENCORE LIFE's directions and requirements and with all applicable laws and regulatory agency requirements.

## 3. MARKETING ENCORE LIFE PRODUCTS

No claims can be made that violate section 201(g)(1) of the Federal Food, Drug, and Cosmetic Act (the Act) [21 U.S.C. § 321(g)(1)]. Specifically, any statement pertaining to diagnosis, cure, mitigation, treatment, or prevention of disease and/or because they are intended to affect the structure or any function of the body. Introducing or delivering these products for introduction into interstate commerce for such uses violates the Act. You can find the Act and FDA regulations through links on FDA's home page at [www.fda.gov](http://www.fda.gov). \_\_\_\_\_ (Initials)

## 4. INTERNET SALES POLICY

CUSTOMER may offer ENCORE LIFE products for purchase on its Internet Site according to the following terms:

- Product images must be approved by ENCORE LIFE
- Product description and content must be approved by ENCORE LIFE

## 5. TERMINATION AND LIQUIDATED DAMAGES

This Agreement may be terminated by either party at any time, with or without cause. CUSTOMER's failure to comply with the terms of this Agreement is a breach of contract, resulting in immediate termination of CUSTOMER's right to purchase any Products. It is stipulated that upon any breach of this Agreement by Customer, the amount of ONE HUNDRED AND 00/100 (\$100.00) DOLLARS per day shall serve as liquidated damages for each breach. Because the Parties agree and recognize that the actual amount of damages resulting from Customer's breach is difficult or impossible to determine, it is also agreed that this liquidated damages provision shall be cumulative and therefore supplementary to any other remedy existing by law, equity or statute.

ENCORE LIFE reserves the right to enforce its statutory rights to recover damages against Customer for trademark infringement and the like.

# RETURN POLICY

We stand behind our products 100%, and your complete satisfaction is our goal. If you experience any fulfillment, shipping, or quality issues with an order, such as an incomplete or incorrect order, or if any damage occurred during shipping, please contact us within five business days to obtain your Return Authorization Number and begin the return process.

No other product returns are accepted, unless the product was ordered in error. In order to receive a credit for a returned product, you must notify, and get approval from, one of our customer service representatives within five business days of receiving the order. Please contact us before shipping any product back for a return, as we will not accept any returns received without a Return Authorization Number, generated by ENCORE LIFE. All credits will be applied back to your account and will be available for future orders. All returns are subject to a 15% restocking fee.

To receive credit for returned product(s), you must:

- Notify Customer Service at 888.673.2729 within five business days of receiving the order to report the error or issue.
- Include your Return Authorization Number, provided by ENCORE LIFE Customer Service, on the Return Form.
- Ensure that any products ordered in error remain un-opened, un-marked, and in a sellable condition.

# COMMISSION FROM ONLINE SALES

As a Practitioner Partner, you will be assigned a unique practitioner code to allow your patients to place orders on the Encore Life website. Patients cannot order online without entering a practitioner code. You will receive a 35% commission on all online product sales attributed to your practitioner code. Encore Life will run monthly commission reports to determine payouts, and checks will be sent within the first 2 weeks of the following month on all accounts that meet the minimum threshold of \$150. Any accounts with commission payable of less than \$150 will roll over to the next month's total commission payable.

A completed W-9 must be on file with Encore Life prior to the disbursement of commission. If you plan to participate in commission from online sales, please complete the W-9 attached and submit with your application.