



SUNRIDER®

1625 Abalone Avenue • Torrance, CA 90501
Order: (310) 222-6363 • IBO Services: (310) 781-8096
Fax: (310) 222-9271 • www.sunrider.com

INDEPENDENT BUSINESS OWNER APPLICATION & AGREEMENT

Applicant Information ( Please print clearly)

Form fields for Applicant Information including Last Name, Social Security Number, Date of Birth, Sex, First Name, Middle Initial, Daytime Phone, Evening Phone, Applicant Email Address, Cell Phone, Street Address, City, State/Prov, and Zip Code/Postal Code.

Spouse Information

Form fields for Spouse Information including Spouse Last Name, Social Security Number, Date of Birth, Sex, Spouse First Name, Middle Initial, Daytime Phone, Evening Phone, Spouse Email Address, and Cell Phone.

Are you or your spouse currently or have you or your spouse ever been an active Independent Business Owner or Customer in or outside the U.S.A.?

Yes No (If yes, I.D. Number Home Country)

Join as an IBO by purchasing a Starter Pack.

Sunrider® Starter Pack \$120.00\*

CASH BANK DRAFT CHECK/MONEY ORDER (Qualified BLs and above Payable to SUNRIDER INTERNATIONAL)

CREDIT CARD Visa MasterCard Discover Card

Language preference:

English Spanish Chinese

\* Plus applicable tax and shipping

CARD NUMBER EXPIRATION DATE 3-DIGIT CVV NUMBER ZIP CODE (of credit card billing address)

I have received my Starter Pack. (Fill in serial numbers next to signature.)

SIGNATURE DATE

Your signature below confirms that you have read this Application and Agreement on the front and back and that you accept and agree to all of the terms and conditions listed on the front and back of this Application and Agreement and in the most recent Business Guide. You also certify that all the information above is complete and correct and that you are at least 18 years of age. You agree that a copy of this signed Application and Agreement is as valid as the original. Please return both a signed Application (front) and initialed Agreement (back) to Sunrider. To be considered effective during a given month, this Application and Agreement must be postmarked or received by Sunrider by the last day of that month. I further certify that in deciding to become a Sunrider IBO I have relied solely on the earnings information contained in the most recent Income Disclosure Statement.

APPLICANT SIGNATURE DATE STARTER PACK SERIAL NUMBER

Sponsor Information

Form fields for Sponsor Information including Last Name, Daytime Phone, First Name, Middle Initial, Evening Phone, Country, Fax, and Sponsor E-Mail Address.

For office use only

Date received: ID# Authorization Code: Entered by:

## INDEPENDENT BUSINESS OWNER AGREEMENT

PLEASE READ THIS INDEPENDENT BUSINESS OWNER AGREEMENT (the "Agreement") BEFORE APPLYING TO BECOME A SUNRIDER INDEPENDENT BUSINESS OWNER ("IBO"). This Agreement is made between the Sunrider Corporation d.b.a. Sunrider International ("Sunrider") and you. This Agreement sets forth the terms and conditions for becoming a Sunrider IBO. In consideration of mutual covenants and for valuable consideration, you hereby agree as follows:

1. You are 18 years old or above. You will be an independent contractor and not an employee of Sunrider. As an independent contractor, you are solely responsible for all applicable taxes, including self-employment tax, and for obtaining any and all necessary licenses, permits, and government approvals to conduct business. You will not be treated as an employee for state and federal tax purposes.
2. Any violation of the Independent Business Owner Application, this Agreement, or the Sunrider® IBO Business Guide ("Business Guide"), which are fully incorporated herein by reference, may result in the suspension or termination of your Sunrider IBO account. You will comply with all of the terms and conditions of the Business Guide in its most current form and as may be amended by Sunrider. You shall not distort or misrepresent the quality or purpose of Sunrider® products. Sunrider® products are not intended for use in the diagnosis, cure, mitigation, prevention, or treatment of any medical condition, and Sunrider IBOs shall not represent or make any statement to the contrary.
3. Sunrider may amend, modify, supplement, or revise all or any part of the Business Guide and the Independent Business Owner Agreement at its sole discretion. Any changes become effective immediately upon notice, which may be provided to you via e-mail, mail, other correspondence, or displayed on Sunrider's website at [www.sunrider.com](http://www.sunrider.com). Your continued participation as a Sunrider IBO will be deemed acceptance of such changes.
4. This Agreement shall be deemed accepted by Sunrider when Sunrider issues you an acceptance letter by e-mail or mail. The term of this Agreement is 12 months from the date of Sunrider's acceptance and will automatically renew every 12 months thereafter unless your IBO account remains inactive as defined in the Business Guide. Your renewal fee will automatically be charged to the credit card on your account every 12 months thereafter unless your account has been previously terminated by you or by Sunrider. You must maintain an active account, by purchasing at least \$200 of Sunrider® products, to preserve your rights as a Sunrider IBO. By maintaining an active account you agree to abide by all of the terms and conditions of the Business Guide, including Sunrider's right to modify any portion of the Business Guide in its sole discretion.
5. **Governing Law and Jurisdiction:** Any dispute or claim arising out of or relating to (i) this Agreement, (ii) your use of Sunrider® products, or (iii) your relationship with Sunrider or its officers, directors, agents, employees, IBOs, ABOs, or customers, will be governed by the laws of the California, without giving effect to its conflicts of law principles. You and Sunrider consent to the exclusive jurisdiction of the County of Los Angeles, California for the purpose of all legal actions and proceedings arising out of or relating to (i) this Agreement, (ii) your use of Sunrider® products, or (iii) your relationship with Sunrider or its officers, directors, agents, employees, IBOs, ABOs, or customers.
6. Sunrider makes no representations or warranties regarding IBO websites, including warranties of merchantability, fitness of purpose, or testimonials. You should not rely on any representations or warranties, if any, contained on any IBO websites.
7. Ultimate growth and success are directly determined by individual efforts and the sale of product to others. Success results from hard work, diligence, and leadership. The level of success depends upon how effectively these qualities are exercised.
8. This Agreement, together with the Independent Business Owner Application and Business Guide, contains the entire understanding of the parties regarding your relationship with Sunrider and supersedes any prior agreements or understandings that may have existed. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the rest of the Agreement will continue to apply. Any failure by Sunrider to enforce any provision of this Agreement does not waive Sunrider's right to enforce the same provision in the future.
9. You may cancel this Agreement within 15 days of execution by notifying Sunrider in writing. Upon cancellation, you will be entitled to a refund of all payments required by this Agreement, including the purchase price of the Starter Pack (if applicable), provided all items are returned immediately to Sunrider in marketable condition.
10. You hereby grant Sunrider consent to periodically contact you and e-mail you various promotional and advertising materials regarding Sunrider's products, services, marketing plan, and other business related items.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date