

# QUIXTAR® QUIXTAR-AFFILIATED INDEPENDENT BUSINESS OWNER (IBO) REGISTRATION (Authorization and Contract)

IBO NO.	
INVOICE NO.	

**W06**

PLEASE ENTER THE ASSIGNED IBO NUMBER IN THE UPPER RIGHT CORNER

## REGISTRATION INFORMATION (To be completed by Registrant)

LAST NAME	FIRST NAME	SOCIAL SECURITY NO.
CO-REGISTRANT'S LAST NAME (if marital partnership)	CO-REGISTRANT'S FIRST NAME (if marital partnership)	CO-REGISTRANT'S SOCIAL SECURITY NO.
STREET ADDRESS	CITY	STATE ZIP CODE
DAYTIME TELEPHONE NUMBER	HOME TELEPHONE NUMBER	FAX NUMBER E-MAIL ADDRESS

- To allow communication between IBOs and their upline organization, Quixtar may share your personal contact information and other business identification data within your natural line of sponsorship or line of affiliation. To restrict sharing this information beyond your immediate upline Platinum IBO, please check this box
- Have you or your spouse ever participated in the IBO plan?  Yes  No
- If "Yes", please provide date of last activity: Month \_\_\_\_\_ Year \_\_\_\_\_ Previous IBO No. \_\_\_\_\_
- Is Spanish your preferred language? (¿Es el español el idioma de su preferencia?)  Yes  No

## REGISTRATION PACKAGE

Quixtar Business Services & Support	\$31.00	* See reverse side for information
IBOAI Support*	\$9.00	
IBOBA Insurance*	\$5.00	
<b>TOTAL ANNUAL BUSINESS FEE</b>	<b>\$45.00</b>	
Product Intro Pack**	\$60.00	
IBO Publications**	\$20.00	
<b>SUBTOTAL (excluding sales tax &amp; delivery)</b>	<b>\$125.00</b>	

\* Optional - The Product Pack helps jump start your business by introducing you to some of the top selling products for your home, health and self. Research shows that IBOs who register with product become more productive and successful early on. A subscription to *Achieve*® Magazine and *The Loop*™ Newsletter keeps you connected with Quixtar and other IBOs around the country. You'll see how IBOs at all levels achieve success in their businesses, and you will stay current with new product introductions and business changes. If you do not wish to receive the product or publications portion of your Registration Package, draw a line through the item(s) to the left and deduct the appropriate amount from your payment.

## METHOD OF PAYMENT (Check only one)

Cashier's Check or  Discover®/Novus®  MasterCard®  Visa®  American Express®

Money Order (enclosed)

EXPIRATION DATE \_\_\_\_\_ (PLEASE TYPE OR PRINT) CARDHOLDER'S NAME \_\_\_\_\_ CARDHOLDER'S SIGNATURE \_\_\_\_\_

## AUTOMATIC RENEWAL (Available only with credit card billing using the credit card information above)

I request that my Independent Business be automatically renewed for each subsequent calendar year beginning January 1. I agree that subsequent renewals of my Independent Business completed by this process do not require my signature to remain an authorized IBO for the applicable year. I further agree to continue to abide by the IBO Rules of Conduct, including the Arbitration Agreement and all regulations and procedures outlined in the Business Reference Guide and other official Quixtar literature, as amended and published from time to time. I hereby give Quixtar permission to charge the credit card indicated herein annually (on or around Oct. 1 preceding the next calendar year) for all applicable renewal fees without further notice or billing. I understand that my Independent Business will be renewed as it exists on Quixtar's records, and that the amount of such fees will be communicated annually in or around September preceding such charge. I further understand that this Automatic Renewal Agreement will remain in effect until I communicate to Quixtar my intent to cancel.  I accept.

## SPONSORING IBO INFORMATION (To be completed by sponsoring IBO)

LAST NAME	FIRST NAME	SPOUSE'S FIRST NAME
SPONSORING IBO NO.		
STREET ADDRESS	CITY	STATE ZIP CODE

## INTERNATIONAL SPONSOR INFORMATION (To be completed by Registrant)

If your Sponsor resides outside the U.S., Canada, Puerto Rico, Dominican Republic, or other authorized Atlantic and Caribbean Islands operating under the Independent Business Ownership Plan for North America, please complete the information below:

International Sponsor's Name \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_ A.D.A. No. \_\_\_\_\_

Check if you have your primary business in another country and complete below:

Business Name \_\_\_\_\_ IBO No. \_\_\_\_\_ Platinum No. \_\_\_\_\_ Country \_\_\_\_\_

## AUTHORIZATION AND AGREEMENT (REGISTRANT(S) MUST READ AND SIGN)

**AGREEMENT TO ARBITRATE** - I agree that I will give notice in writing of any claim or dispute arising out of or relating to my Independent Business, the Independent Business Ownership Plan, or the IBO Rules of Conduct, to the other party or parties involved in the dispute, specifying the basis for my claim and the amount claimed or relief sought. I will then try in good faith to resolve the dispute using the Dispute Resolution Procedures contained in the IBO Rules of Conduct, including the conciliation process.

If the claim or dispute is not resolved to my satisfaction within 90 days, or after the conciliation process is complete, whichever is later, I agree to submit any remaining claim or dispute arising out of or relating to my Independent Business, the Independent Business Ownership Plan, or the IBO Rules of Conduct (including any claim against another IBO, or any such IBO's officers, directors, agents, or employees; or against Quixtar Inc., Quixtar Canada Corporation, and any parent, subsidiary, affiliate, predecessor or successor thereof, or any of their officers, directors, agents, or employees) to binding arbitration in accordance with the Arbitration Rules, which are set forth in the IBO Rules of Conduct. The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. Demand for arbitration shall be made within 2 years after the issue has arisen, but in no event after the date when the initiation of legal proceedings would have been barred by the applicable statute of limitations. I acknowledge that this Agreement evidences a transaction involving interstate or interprovincial commerce, as the case may be, in the United States of Canada. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings in any state or federal court of the United States; The Ontario Arbitration Act (1991) or any Canadian arbitration statute that may supersede it, shall govern the interpretation, enforcement, and proceedings in any federal or provincial court in Canada. The parties intend for the Arbitration Rules to apply to the maximum degree possible in any arbitration.

If I become involved in a claim or dispute submitted under the Dispute Resolution Procedures or the Arbitration Rules, I agree not to disclose to any other person not directly involved in the conciliation or arbitration process: (a) the substance of, or basis for, any claim; (b) the content of any testimony or other evidence presented during the conciliation and arbitration process or obtained through discovery; or (c) the terms or amount of any conciliation or arbitration award.

**BUSINESS SUPPORT MATERIALS** - I understand that some IBOs independently produce and distribute Business Support Materials (BSMs) such as books, magazines, audio and video tapes, software Web sites, internet services and other electronic media, support tools, or tickets to motivational or business-building seminars and rallies. Some IBOs earn income from the sale of BSMs apart from their earnings as IBOs. I understand that my decision to purchase any BSMs is entirely up to me, in making this decision, I will use my own good judgment as to what is best for my Independent Business. I acknowledge that I have received and read a copy of the Business Support Materials Arbitration Agreement (BSMAA). If I decide to purchase BSMs, I should also execute the Agreement to Arbitrate contained therein, but I acknowledge that in any event BSMs disputes involving another IBO remain subject to my Agreement to Arbitrate, above.

**REGISTRANT(S)** - I certify that I have read and agree to adhere to the terms of this Agreement, including the Quixtar Terms and Conditions printed on the reverse side. I further agree to abide by any additional terms and conditions of use posted on a Quixtar.com Internet Web site. I understand that all I must do to become an IBO is possess the Business Services & Support portion of the Quixtar Registration Package. I certify that in deciding to become an IBO I have relied solely on the earnings representations and information contained in the Independent Business Ownership Plan. I certify that I have received, read, and understood the Independent Business Ownership Plan. I understand that the average monthly gross income earned by "active" IBOs was \$115.

REGISTRANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CO-REGISTRANT'S SIGNATURE (if marital partnership) \_\_\_\_\_ DATE \_\_\_\_\_

PARENT OR GUARDIAN SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(Required to additionally accept responsibility if IBO is under 18, but over 16.)

\*Registrant must be 16 years of age or older (see Rules of Conduct, Rule 3.3.3). If Registrant is under 18 but over 16, enter birth date here: \_\_\_\_\_ and a parent or guardian signature is required.

NOTE: The Independent Business Ownership Plan, Performance Bonus Schedule, Rules of Conduct, and Quixtar procedures, pricing and fees may be modified from time to time.

**UPON COMPLETION:**

- BE SURE TO SIGN INITIAL AND RETURN PAGES 1 AND 2 OF THIS AGREEMENT.
- MAIL ORIGINAL COPY (WHITE) IN ENVELOPE PROVIDED TO QUIXTAR (Customer Support, 166C-2A, 7575 Fulton Street East, 4th Fl., Minneapolis, MN 55425).
- BE SURE TO ALSO SIGN THE BSMAA FORM WITH YOUR SPONSORING IBO AND RETURN IN THE WHITE ENVELOPE.
- DO NOT INCLUDE ANY OTHER CORRESPONDENCE OR ORDERS.
- SEND THE BLUE COPY TO YOUR PLATINUM IBO.
- SPONSORING IBO KEYS TO THE GOLDEN ROD COPY.
- REGISTRANT RETAINS THE YELLOW COPY.
- TELEPHONE REGISTRATION: 800-253-5300
- FAX TO: 800-253-4673

**QUIXTAR TERMS AND CONDITIONS**

- Only individuals not entities, may apply for authorization to become a Quixtar-affiliated Independent Business Owner (IBO). After completing the IBO Registration Agreement, a new IBO may transfer the business to certain permissible limited liability business entities by contacting Quixtar's Legal Division.
- Quixtar discourages informal partnerships between two or more individuals (other than married individuals) as a means of conducting your Independent Business. For Quixtar's position on IBO partnerships, see Quixtar Bulletin No. 4.
- As used herein, the terms "You" and "Your" shall refer to the individual(s) signing the IBO Registration Agreement.

**Authorization and Contract.** By signing the IBO Registration Agreement, you apply for legal authorization to become a Quixtar-affiliated IBO. You acknowledge that prior to signing you have received, read and understood the Independent Business Ownership Plan, and that you have read and agree to all terms set forth in the IBO Registration Agreement. To become an IBO you need only possess the Business Services & Support portion of the QUIXTAR® Registration Package.

**Expiration and Renewal.** You must maintain a current authorization in order to preserve your rights as an IBO, including all rights of sponsorship with your registered IBOs, Members and Clients. Your authorization expires on December 31st each year. To remain an IBO you must annually submit prior to December 31st your intent to Continue Renewal Agreement along with the required Annual Business Fee. In the event you elect Automatic Renewal, you agree to continue to abide by the terms of your Registration Agreement, including these terms and conditions. Failure to annually renew your authorization on time will result in the loss of your rights as an IBO, including all rights of sponsorship with your registered IBOs, Members and Clients. Note that if your Registration Agreement is processed between September 1 and December 31 your authorization will automatically include the next calendar year.

**The Plan, Procedures and Rules of Conduct.** You agree to comply with the Independent Business Ownership Plan, the IBO Rules of Conduct, including the Arbitration Agreement, and all regulations and procedures outlined in the QUIXTAR Business Reference Guide, which are specifically incorporated herein by reference. The same may be amended from time to time and notice of any amendments will be published in official QUIXTAR literature and/or on the QUIXTAR Web site at www.quixtar.com.

**Presenting the Plan.** You agree when presenting the Independent Business Ownership Plan to present it in its entirety as outlined in official QUIXTAR materials, emphasizing that there is only one Independent Business Ownership Plan for all IBOs, and that sales to Members, Clients and other customers are a requirement to receiving compensation in the form of Performance Bonus on downline IBO volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by Quixtar. You agree to instruct all prospective IBOs to review the Independent Business Ownership Plan, and to inform them of the average monthly gross income for "active" IBOs.

**Selling Product.** You agree that you will not sell any NUTRILITE® Food Supplement products until you have read the Important Responsibility Statement included in the Business Reference Guide, and you agree to make no representations or claims about any products beyond those shown on product labels and/or in official QUIXTAR literature. You further agree to sell products available through Quixtar only in the United States, authorized offshore Caribbean Islands, and Pacific Rim markets, and to be bound by all sales tax collection agreements between Quixtar and the various taxing jurisdictions, as well as the related rules and procedures established from time to time by Quixtar to effectuate those agreements.

**Line of Sponsorship.** You certify that the Sponsoring IBO information indicated on your IBO Registration Agreement is true and correct, and that if this is not your first application for authorization, your Line of Sponsorship is the same as under any previous authorization. If it is not the same Line of Sponsorship then you confirm that you have complied with the Six-Month Inactivity Rule contained in the IBO Rules of Conduct.

**Proprietary Information and Trade Secrets.** During the term of this Agreement the Corporation will provide you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, Line of Sponsorship (LOS) information, business reports, manufacturing and product developments, and IBO sales, earnings and other financial reports. You acknowledge the substantial value of Proprietary Information to the Corporation and agree to maintain all Proprietary Information in strictest confidence and to use it only as authorized by the Corporation. You further agree to not disclose any Proprietary Information to any third party, or to use Proprietary Information in connection with any other businesses or to compete, directly or indirectly, with the business of the Corporation. Upon resignation, non-renewal, or termination of your Independent Business, you agree to promptly return any and all Proprietary Information to the Corporation. This covenant shall survive the expiration or termination of this Agreement.

**Independent Contractor Status.** You agree this authorization does not make you an employee, agent or legal representative of Quixtar, your Sponsoring IBO, or your Platinum IBO. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through Quixtar on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. Quixtar will not provide you with a place of business, and if you desire a place of business other than your own residence, you will be responsible for procuring, furnishing, and paying the rental for such place of business. With respect to services performed by you for Quixtar, your Sponsoring IBO, and Platinum IBO, you will not be treated as an employee for federal or state tax purposes, and you will be responsible for payment of any self-employment and other income taxes. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year by Quixtar, your Sponsoring IBO or your Platinum IBO. It will be your sole responsibility to account for such income on your individual income tax returns.

**Availability.** Quixtar and the "IMC" business model are available in the U.S., Canada, Puerto Rico, U.S. Virgin Islands, Guam, and the Pacific Islands of American Samoa, Federal States of Micronesia, Marshall, Northern Mariana, Palau, and Wake. Quixtar is available only to IBOs in all authorized Atlantic & Caribbean Islands operating under the U.S. Independent Business Ownership Plan (Member and Client categories not available).

**Recordings.** You agree to permit Quixtar to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Quixtar for any lawful purpose, and without compensation. You understand that you may cancel this authorization by sending a certified letter stating such cancellation to Business Communications (SC-2N) 5101 Spaulding Plaza Ada, MI 49355.

**Remedies.** You understand that action may be taken against your Independent Business up to and including termination if you fail to comply with any terms of your Registration Agreement, including the Independent Business Ownership Plan, the IBO Rules of Conduct, and all regulations and procedures outlined in the QUIXTAR Business Reference Guide.

**Independent Business Owners Association International (IBOAI).** As an IBO, you may support your trade association, the IBOAI, which through its Board of Directors provides IBOs a channel of communication with Quixtar on key issues affecting the business. The \$9 annual fee is included in the price of your Annual Business Fee for your first year. If you do not wish to support the IBOAI, you may send a refund request to Customer Support (58C-2A) 7575 Fulton Street East, Ada, MI 49355, which will issue a check or credit to refund the \$9.

**Independent Business Owners Benefits Association (IBOBA) Insurance Program.** As an IBO, you automatically become eligible to participate in the IBOBA, a non-profit association that offers a valuable business liability and property protection plan at the favorable group rate of \$5 annually. This amount is included in the price of your Annual Business Fee for your first year. If you do not wish to take advantage of this coverage, you may send a refund request to Customer Support (58C-2A) 7575 Fulton Street East, Ada, MI 49355, which will issue a check or credit to refund the \$5.

**Miscellaneous.** In the event that any term or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced as if the invalid or unenforceable term or provision had never existed. No waiver of any default or breach of any provision of this Agreement, or failure to enforce rights contained herein, shall operate as or be deemed a waiver of any subsequent default or breach. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

**TELEPHONE REGISTRATION TEMPORARILY AUTHORIZES YOU TO ACT AS AN IBO, SUBJECT TO THE IBO RULES OF CONDUCT, FOR A PERIOD OF 30 DAYS. SUCH AUTHORIZATION WILL TERMINATE IF A SIGNED COPY OF YOUR REGISTRATION AGREEMENT IS NOT SUBMITTED TO THE ADDRESS INDICATED HEREIN WITHIN 30 DAYS FROM THE DATE YOUR REGISTRATION IS FILED WITH THE COMPANY. ADDITIONALLY, YOU ACKNOWLEDGE THAT YOUR SPONSORING IBO HAS AUTHORIZED YOUR REGISTRATION USING HIS/HER IBO NUMBER AND SHALL HAVE 30 DAYS TO OBJECT TO ANY UNAUTHORIZED USE UPON BEING NOTIFIED OF YOUR REGISTRATION.**

REGISTRANT'S INITIALS \_\_\_\_\_ CO-REGISTRANT'S INITIALS \_\_\_\_\_