PHILIPPINE DISTRIBUTOR AND PREFERRED CUSTOMER APPLICATION



APPLICANT INFORMATION: Have you been a Reliv Distributor previously? Date: **Independent Reliv Distributor Php3,500 Preferred Customer Php1,000** Last Name First Name Middle Name Date of Birth (M / D / Y) Spouse / Partner Last Name First Name Middle Name Date of Birth (M / D / Y) Mobile Business Name (Reliv Corporate / Partnership Form to be attached if applicable) Home Address Home Phone Shipping Address (no P.O. Box) E-mail Address: Please check if you wish SMS / Text to receive Reliv updates **SPONSOR INFORMATION:** Full Name Reliv ID / RCN **Phone Number** Bank account & TIN are required for payment of your commission **DISTRIBUTOR APPLICANT TO COMPLETE:** and must be in the Distributor's name. **BDO Account Number** TIN: **DISTRIBUTOR AGREEMENT:** (See details at the back - Not applicable to Preferred Customers) Distributor's / Preferred Customers' Declaration and Acceptance Lapply as a Distributor or Preferred Customer of Reliv Philippines, Inc. I declare that Lam over the age of eighteen (18) years. Applicant's Signature Date Partner/Spouse Signature (if applying) Date PAYMENT: FOR OFFICE USE ONLY Bank Deposit: (Please fax or email the bank deposit slip) Credit Card Issuing Bank: Initial Date CREDIT CARD NUMBER EXPIRATION DATE:

NAME THAT APPEARS ON CARD SIGNATURE EXACTLY AS IT APPEARS ON CARD

Please send completed, signed and dated application to:

Reliv Philippines, Inc.

G/F (Unit 1) DPC Place Building 2322 Chino Roces Ave. Extension, Makati City 1231

Fax: (+632) 856-6355

Email: ordersph@relivinc.com

RELIV DISTRIBUTOR AGREEMENT

- 1. Upon acceptance of the foregoing application by RELIV Philippines, Inc. ("RELIV"), the person designated as an Applicant and signing this Application and Distributor Agreement ("Distributor") shall become an independent Distributor for Reliv and shall be authorized for the term of this Agreement to purchase Reliv products, promote, sell and distribute such products, sponsor Distributors and otherwise act as an independent distributor for Reliv in accordance with the terms hereof. Distributor agrees to use Distributor's best efforts to promote and sell Reliv products and to perform as an independent Distributor for Reliv. Reliv has made Distributor aware that the Retail Trade Nationalization Law (Rep. Act No. 1180) prohibits non-Philippine nationals or citizens from engaging in retail trade within the Philippines and Distributor shall conform to such law.
- 2. RELIV agrees that it will use its best efforts to supply to Distributor, upon receipt of payment, all of Distributor's requirements of Reliv products as Distributor may order from time to time. Payment in full for all products purchased by Distributor from Reliv shall be due at the time Distributor shall order such products. The purchase price for all products sold to Distributor by Reliv shall be in accordance with Reliv's published prices and will be inclusive of VAT; Reliv reserves the right to change the purchase price for its products at any time by publishing such changes; all changes in price shall become effective at the time such price changes shall be announced or made public by such means as Reliv shall determine.
- 3. This Agreement incorporates, and is subject to all of the terms set forth in the RELIV Distributor Manual and all Reliv publications to Distributors, including without limitation, the Reliv Distributor Policies and Procedures and the Reliv Compensation Plan, as they may be revised from time to time. Reliv reserves the right to amend, modify or change the Reliv Distributor Manual and any Reliv publication at any time or from time to time, by publishing the same to Reliv Distributors by such means as Reliv deems appropriate, and such changes shall become effective at the time of the publishing thereof. Distributor acknowledges that he or she has reviewed this Agreement and the Reliv Distributor Manual and agrees to all of the terms and provisions thereof
- 4. The term of the Distributor Agreement is ongoing. The Distributor may terminate this Agreement at any time upon providing notice in writing to Reliv. Reliv may terminate this Agreement (i) upon 60 days written notice to the Distributor but will not do so unreasonably or (ii) immediately if the Distributor shall breach any of the terms of this Agreement.
- 5. Distributor acknowledges and agrees that all information concerning RELIV Distributors including, without limitations, names, addresses, telephone numbers, genealogies and other information relating to RELIV Distributors, whether compiled or stated individually, (hereinafter "Confidential Information") was obtained by RELIV at great effort and expense, is of great value to RELIV and is maintained by RELIV as confidential and proprietary information. Distributor further acknowledges and agrees that any Confidential Information received or obtained by Distributor, whether in the form of lists prepared by RELIV or other Reliv Distributor, or otherwise, is received by the Distributor in confidence and on the condition and agreement that Distributor shall maintain such information as confidential. Distributor

- agrees that Distributor shall not disclose any Confidential Information to any person except as may be expressly authorized by Reliv in writing and shall not use any Confidential Information for any purpose other than the performance of Distributor's functions and duties as a Reliv distributor. Distributor further agrees that, during the term of this Agreement, and for a period of 18 months from and after the expiration or termination hereof, he or she shall not, directly or indirectly, solicit, recommend, suggest or induce any Reliv distributor to become a distributor for, or otherwise become associated with, any person or entity other than Reliv engaged in the business of marketing or selling any product or service by means of any direct sales, network marketing or multi-level marketing method or organization. All rights and obligations of this paragraph shall survive any expiration or termination of this Agreement.
- 6. This Agreement, which incorporates the RELIV Distributor Manual, shall be governed by, and construed in accordance with the laws of the Republic of the Philippines. Any and all disputes arising out of or related to this Agreement, or between Distributor and Reliv or any other Reliv distributor shall be resolved and determined by arbitration in accordance with rules provided in the Reliv Distributor Manual.
- 7. Distributor represents to Reliv that (i) all of the information provided by Distributor in this Application and Agreement is complete and correct, (ii) that Distributor has read and understands this Agreement and the Reliv Distributor Manual and accepts and agrees to all of the terms contained herein and therein. This Agreement constitutes the entire agreement among the parties and supersedes all prior written or oral representations, inducements, contracts or agreements among the parties.
- 8. This Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors in interest and, to the extent permitted herein, their assigns.
- 9. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any paragraph of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent and duration of such unenforceability or invalidity and the remaining substance of such provision and the remaining paragraphs of this Agreement shall in such event continue to be binding and in full force and effect. No failure by a party to exercise any of such party's rights hereunder or to insist upon strict compliance with respect to any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver by any party to demand exact compliance with the terms hereof. Waiver by any party of any particular default by any other party shall not affect or impair such party's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of any party to exercise any right arising from any default by any other party affect or impair such party's rights as to such default or any subsequent default.