

# CANADIAN DISTRIBUTOR APPLICATION



**THE ENTIRE APPLICATION MUST BE COMPLETED, SIGNED, DATED AND SEND TO:**

**Reliv Canada**, P.O. Box 405, Chesterfield, MO 63006-0405 [www.reliv.com](http://www.reliv.com)

Phone: 800.735.4887 FAX: 636.537.9753, 8:00 a.m. – 6:00 p.m. CT, Monday – Friday, 10:00 a.m. – 2:00 p.m. CT, Saturday

## APPLICANT INFORMATION All Fields Required

<b>Primary Applicant</b>		Have you ever been a Reliv Distributor before?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Social Insurance #:	Last Name	First Name	MI	DOB / /	Gender <input type="checkbox"/> M <input type="checkbox"/> F
<b>Co-Applicant</b>		Have you ever been a Reliv Distributor before?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Social Insurance #:	Last Name	First Name	MI	DOB / /	Gender <input type="checkbox"/> M <input type="checkbox"/> F
<b>Mailing Address</b>		City	Province	Postal Code	Residential <input type="checkbox"/> Business <input type="checkbox"/>
Phone Numbers		Work: - -	Cell: - -	Fax: - -	
<b>Shipping Address: (If different than mailing.) Physical address required.</b>					
Address		City	Province	Postal Code	Residential <input type="checkbox"/> Business <input type="checkbox"/>
Email:					
<b>Sponsor Name</b>		<b>Sponsor RCN</b>		<b>Sponsor Phone</b> - -	

### DISTRIBUTOR ENROLLMENT PACKAGE PAYMENT INFORMATION

Distributor Enrollment Package: \$25 + sales tax = \_\_\_\_\_

Visa  MasterCard  Amex

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Signature (as it appears on card): X \_\_\_\_\_

Cardholder Billing Address: \_\_\_\_\_

**(Note: If payment info is not provided for enrollment package, Distributor Application will not be processed.)**

**\*Residents of Manitoba: The provincial government requires Distributors of any Direct Selling Company to pay a \$55 fee in order to start selling product. Your paperwork will be sent by Reliv (via the post) in the near future.**

### PLEASE INDICATE ENROLLMENT LEVEL

Retail Distributor – 20%

Affiliate (Minimum 250 PV order) 25%

Key Affiliate (Minimum 500 PV order) 30%

Senior Affiliate (Minimum 1500 PV order) 35%

(Please complete separate Master Affiliate Application if appropriate.)

## DISTRIBUTOR AGREEMENT

1. Upon acceptance of the foregoing application by Reliv, Inc. ("Reliv"), the undersigned (the "Distributor") shall become an independent Distributor for Reliv and shall be authorized for the term of this Agreement to purchase Reliv products and to promote and sell such products. Distributor agrees to utilize Distributor's best efforts to promote and sell Reliv products in accordance with the terms of this Agreement. Distributor understands and agrees that the principal purpose of being a Distributor for Reliv is the promotion and sale of Reliv products.

2. Reliv agrees that it will utilize its best efforts to supply to Distributor, upon receipt of payment, all of Distributor's requirements of Reliv products. Reliv shall have the right to change the prices for its products and at any time by giving notice to Distributor, and any such change shall be effective on the date specified.

3. This Agreement incorporates and is subject to all of the terms set forth in the Reliv Distributor Guide and Reliv publications to Distributors. Reliv reserves the right to amend, modify, add to or delete any provision or term of the Distributor Guide or of any Reliv publication upon written notice to Distributors at any time and such change shall become incorporated in this Agreement. **The Distributor acknowledges that he or she has reviewed the Reliv Policies and Procedures and understands the same and agrees to abide by the terms and conditions set forth therein. The Distributor acknowledges that the Policies and Procedures are and have been accessible to review either upon request from Reliv and/or can be viewed at Reliv's website, <https://relivinc.ca/policies>**

4. The term of this Agreement shall be for a period of one year from the date of acceptance hereof by Reliv, subject to the right of Reliv to terminate this Agreement as provided herein. Distributor may renew this Agreement at the expiration of the initial term or any renewal term for a renewal term of one year by paying to Reliv the annual renewal fee within the time provided by Reliv for such renewal. Reliv may terminate this Agreement and Distributor's status

as a Reliv Distributor as of the expiration of the initial term or any renewal term, at its sole discretion, with or without cause, by written notice to Distributor given more than 30 days prior to the date of such expiration. Distributor may terminate this Agreement and status as a Reliv Distributor at any time upon notice to Reliv. Reliv may terminate this Agreement and Distributor's status as a Reliv Distributor at any time for cause, as provided in the Reliv Policies and Procedures. Upon the expiration or termination of this Agreement in accordance with the provisions hereof, all rights and obligations of Distributor and of Reliv hereunder shall cease and terminate, except rights or obligations provided herein to survive expiration or termination of the Agreement, which rights and obligations shall survive any expiration or termination of the Agreement and shall continue to be binding upon the parties in accordance with their terms.

5. Distributor acknowledges and agrees that all information concerning Reliv Distributors including, without limitation, 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 trade secret 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 otherwise, is received by 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 and any renewal term of this Agreement, and for a period of 18 months from and after expiration or termination hereof, he or she shall not, directly or indirectly, (i) 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 or (ii) solicit for the sale, or sell, any product or service to any Reliv Distributor other than products or services sold by Reliv. Distributor acknowledges and agrees that the foregoing provisions are reasonable and necessary for the protection of the interest of Reliv and its valuable business relationships. All rights and obligations of this paragraph shall survive any expiration or termination of this Agreement.

6. The Agreement, which incorporates the Distributor Policies and Procedures shall be governed by and construed in accordance with the laws of the State of Missouri. Any and all disputes arising out of or relating to this Agreement and the Distributor Policies and Procedures shall be resolved and determined by arbitration in accordance with the then existing rules and regulations of the American Arbitration Association. The exclusive location for such arbitration shall be Chicago, Illinois. The decision of the arbitrator(s) shall be final and binding on the parties hereto. All demands for arbitration by the Distributor shall be filed by the Distributor within sixty (60) days of the occurrence of the event or action which is the subject of the dispute. Failure to make a demand for arbitration within such time period shall result in the waiver and loss of all claims by the Distributor with respect to such dispute. Notwithstanding the above, Reliv shall have the right to bring suit in a court of competent jurisdiction to seek an injunction, temporary or permanent, or other equitable relief, to prevent or enjoin a breach of Distributor's obligations hereunder and shall be entitled to include in such action any and all claims it may have.

**7. Distributor, by signing below, verifies that the information above is correct and that he or she understands the Reliv Distributor Guide, including the Policies and Procedures contained therein which are incorporated herein and Distributor accepts these documents. This Agreement constitutes the entire agreement among the parties.**

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

PRIMARY APPLICANT'S SIGNATURE

Date

Co-applicant's Signature

Date