



# Canada Independent Brand Partner Application & Agreement



## Step 1: Become a Brand Partner

We give you the tools and support you need to succeed. All Packs include the Basic Kit, as well as a personalized website, training resources, the Online Business Center, sales tools, and enrollment in our Auto-Delivery Program (see Step 2). All Packs also include up to 30 days of free Nerium Edge access.\*

<input type="checkbox"/> <b>STARTER PACK</b> <b>\$650</b> <i>\$1,075.50 RETAIL VALUE</i> <ul style="list-style-type: none"> <li>• 1 bottle of Night Cream</li> <li>• 1 tube of Contour Cream</li> <li>• 1 bottle of Eye Serum</li> <li>• 1 box of IllumaBoost™</li> <li>• 1 bottle of Day Cream</li> </ul>	<input type="checkbox"/> <b>BUILDER PACK</b> <b>\$1,100</b> <i>\$1,941.75 RETAIL VALUE</i> <ul style="list-style-type: none"> <li>• 3 bottles of Night Cream</li> <li>• 1 tube of Contour Cream</li> <li>• 3 bottles of Eye Serum</li> <li>• 1 box of IllumaBoost™</li> <li>• 2 bottles of Day Cream</li> </ul>	<input type="checkbox"/> <b>PREMIER BUILDER PACK</b> <b>\$1,300</b> <i>\$2,449.10 RETAIL VALUE</i> <ul style="list-style-type: none"> <li>• 5 bottles of Night Cream</li> <li>• 1 tube of Contour Cream</li> <li>• 4 bottles of Eye Serum</li> <li>• 1 box of IllumaBoost™</li> <li>• 2 bottles of Day Cream</li> </ul>
<input type="checkbox"/> <b>BASIC KIT</b> <b>\$64.95</b> Business tools listed above ONLY. No product included.	<input type="checkbox"/> <b>BUILDER PACK</b> <b>\$1,100</b> <i>\$1,941.75 RETAIL VALUE</i> <ul style="list-style-type: none"> <li>• 2 boxes of EHT™</li> <li>• 3 boxes of Eye Patches</li> <li>• 1 bottle of Double-Cleansing Face Wash</li> </ul>	<input type="checkbox"/> <b>PREMIER BUILDER PACK</b> <b>\$1,300</b> <i>\$2,449.10 RETAIL VALUE</i> <ul style="list-style-type: none"> <li>• 2 boxes of EHT™</li> <li>• 4 boxes of Eye Patches</li> <li>• 1 bottle of Double-Cleansing Face Wash</li> </ul>

\*Some features of Nerium Edge may not be available during free trial period; \$32.95 monthly fee thereafter.

## Step 2: Pick Your Product(s)

### Save with our Skincare Set.

#### ADVANCED SKINCARE SET

Includes Age-Defying Night and Day Creams, Age-Defying Eye Serum, Double-Cleansing Botanical Face Wash, and IllumaBoost Brightening & Shield

**Auto-Delivery Order Price**  
**\$349/set** Retail Price: \$560.65  
**\$211.65 SAVINGS!**

Qty: \_\_\_\_\_

Qty.	Description	Auto-Delivery Price	Total
	NIGHT & DAY CREAM COMBO PACK	\$179.90/pack	
	AGE-DEFYING NIGHT CREAM	\$114.95/bottle	
	AGE-DEFYING DAY CREAM	\$95/bottle	
	DOUBLE-CLEANSING BOTANICAL FACE WASH	\$40/bottle	
	AGE-DEFYING EYE SERUM	\$84.95/bottle	
	EYE-V™ MOISTURE BOOST HYDROGEL PATCHES	\$60/box (5 sets of patches)	
	ILLUMABOOST™ BRIGHTENING & SHIELD	\$80/box	
	FIRMING BODY CONTOUR CREAM	\$124.95/tube	
	EHT™ NATURAL HEALTH PRODUCT	\$84.95/box (30-day supply)	

## Sponsor (Brand Partner Who Introduced You to Nerium)

Sponsor's Nerium Brand Partner ID Number or Username:

Sponsor's Name (First Name Last Name):

## Primary Applicant

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  Male  Female

Social Insurance Number (SIN): \_\_\_\_\_ Date of Birth (mm/dd/yyyy): \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

Shipping Address: \_\_\_\_\_

City: \_\_\_\_\_ Terr./Prov.: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_  Cell  Home

## Co-Applicant (If Applicable)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Email: \_\_\_\_\_ Date of Birth (mm/dd/yyyy): \_\_\_\_\_

To enroll via email, please scan or take a photo of your application and send to [enrollments@nerium.com](mailto:enrollments@nerium.com).

All amounts shown are in Canadian dollars unless specified differently.

## Payment Method

Visa  MasterCard  American Express

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

Exp. (mm/yyyy): \_\_\_\_\_ CVV: \_\_\_\_\_

Name on Card: \_\_\_\_\_

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

City: \_\_\_\_\_ Terr./Prov.: \_\_\_\_\_ Postal Code: \_\_\_\_\_

### Signature of Cardholder (required):

I authorize Nerium Canada, Ltd. (Nerium International) to charge the above named account for the enrollment option selected. I understand that Nerium International will apply applicable taxes and shipping and handling charges to my order. If an Auto-Delivery Order or monthly Nerium Edge subscription is included in the purchase option, I authorize Nerium International to ship/charge for these products monthly. Cancellation must be submitted in writing at least five (5) business days prior to the auto delivery or Nerium Edge billing cycle date. I understand that all financial transactions are in Canadian dollars. My signature below indicates that I have carefully read and understand the Terms of Agreement and the Policies and Procedures Manual, that I have included Payment Authorization and Auto-Delivery Agreement, and that I am willing to accept the terms and conditions herein. As an Independent Brand Partner, I understand that I have the right to cancel at any time, for any reason. Cancellation must be submitted in writing to the company at its principal place of business. This agreement is not effective until accepted by Nerium International at its principal place of business.

I hereby attest that I am 18 years of age or older and have the legal capacity to enter into binding agreements.

Signature: \_\_\_\_\_

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

## TERMS OF AGREEMENT

- (1) **REGISTRATION:** In order for you to register as a Nerium Canada, Ltd. (Nerium International) Brand Partner, you must provide your legal name, home address, date of birth, email address and telephone number. In addition, you must also agree to be bound by this Independent Brand Partner Application and Agreement, which incorporates by reference these Terms and Conditions, Canadian Policies and Procedures Manual, Spam Policy and the Canada Brand Partner Compensation Plan ("Agreement").
- (2) **TERM:** This Agreement will remain in effect until you elect to submit your cancellation of this Agreement to Nerium International or until Nerium International terminates this Agreement pursuant to the terms and conditions herein. If no purchase is made by you or your customers for a period of six (6) months, your Brand Partner position will be canceled. You may cancel your Agreement at any time.
- (3) **PAYMENT AUTHORIZATION AND AUTO-DELIVERY AGREEMENT:** If you choose to enroll in the Nerium International Auto-Delivery Order program or subscribe to any Nerium International subscription services, you authorize Nerium International to charge your credit card identified as part of this Agreement. You understand that applicable fees and taxes will also be added to all orders. You shall hold Nerium International harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to your account. All financial transactions will be in Canadian dollars.
- (4) **PREFERRED CUSTOMER RULE:** A Preferred Customer must personally opt in to the monthly Auto-Delivery Order Program. Invalid Preferred Customer orders are defined as orders submitted as Preferred Customer orders for qualification purposes without written authorization from the customer. If a Nerium International Brand Partner submits a Preferred Customer order without the Preferred Customer's consent, the Brand Partner will be subject to disciplinary action, including termination. Preferred Customer orders cannot be paid by or shipped to a Nerium International Brand Partner for any reason, no exceptions.
- (5) **CANCELLATION:** You have the right to terminate or cancel your Brand Partner position at any time by contacting Nerium International Support at 888-304-6046 or by ticket at neriumsupport.com. If your Brand Partner position is canceled or terminated for any reason, you will not have any further access to your Brand Partner Business Center.
- (6) **INDEPENDENT CONTRACTOR:** You agree that as a Nerium International Brand Partner you are an independent contractor, and not an employee, partner, legal representative or franchisee of Nerium International. You agree that you will be solely responsible for paying all expenses incurred by yourself, including but not limited to travel, food, lodging and other expenses. Nerium International will not withhold or deduct from your bonuses and commissions taxes of any kind.
- (7) **TERMINATION:** If you fail to renew your Nerium International business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Brand Partner to your former downline and to any bonuses, commissions or other remuneration. Nerium International reserves the right to terminate all Brand Partner Agreements upon thirty (30) days notice if the company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct-selling channels.
- (8) **TERMINATION RETURNS:** A Brand Partner who terminates his or her business relationship with the company has the right to return for repurchase, on commercially reasonable terms, currently marketable inventory – including company-produced promotional materials, sales aids and kits – in the Brand Partner's possession and purchased for resale prior to the date of termination. For purposes hereof, "reasonable commercial terms" shall mean the repurchase of marketable inventory within twelve (12) months from the Brand Partner's date of purchase at not less than 90% of the Brand Partner's original net cost less appropriate set-offs and legal claims, if any. Original shipping costs are not refundable and customer is responsible for the cost of return freight. Any commissions, overrides and/or bonuses paid to customer will be deducted from the refund. In addition, for purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the product's commercially reasonable, usable or shelf-life period has passed (shelf life will be deemed to have passed if the product package has been opened); nor shall products be considered "currently marketable" if the company clearly discloses to Brand Partner prior to purchase that the products are seasonal, discontinued or special promotional products and are not subject to the repurchase obligation. The company will not issue a refund for, nor replace, any product previously certified as having been sold under the 70% Rule. No refunds will be issued unless a Brand Partner is in strict compliance with the published refund policy that is part of the Nerium International Canadian Policies and Procedures Manual. Non-accepted delivery charges will be debited to the Brand Partner's account for refusing product.
- (9) **ASSIGNMENT:** You may not assign any rights or delegate your duties under the agreement without the prior written consent of Nerium International. Nerium International reserves the right to assign this contract and all rights and duties at its discretion.
- (10) **COMPLIANCE:** You understand that if you fail to comply with the terms of the agreement, Nerium International may, at its discretion, impose disciplinary action as set forth in the Canadian Policies and Procedures Manual.
- (11) **OWNERSHIP AND LICENSING RIGHTS:** You understand and agree that all of the content, programs and other information on Nerium International's site is solely owned by Nerium International and protected under the laws regarding trademarks, copyrights, service marks, patents, trade secrets and/or other laws. You will not publish, reproduce, copy, paste and/or otherwise use, in any part, any content, program or other information from Nerium International's site without Nerium International's express written permission.
- (12) **DISPUTE RESOLUTION:** Any and all disputes regarding, or related to, this agreement, and all other documents incorporated herein, shall be governed and construed in accordance with the laws of the Province of British Columbia.
- (13) **THIRD-PARTY DEALINGS:** Nerium International may provide, or advertisers or other third parties may provide, links to other sites or resources. You agree that Nerium International is not responsible or liable for any content, advertising, products, services or other matters on or available from such sites or resources from such advertisers or third parties.
- (14) **LIMITATION OF DAMAGE:** To the extent permitted by law, Nerium International and its affiliates, officers, directors, employees and other representatives shall not be liable for and Brand Partner hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages which may arise out of any claim whatsoever relating to the company's performance, non-performance, act or omission with respect to the business relationship or other matters between any Brand Partner and the company, whether sounding in contract, tort or strict liability. Furthermore, it is agreed that any damages to Brand Partner shall not exceed, and are hereby expressly limited to, the amount of unsold company programs, services and/or products of the company owned by Brand Partner and any commissions owed to Brand Partner.
- (15) **USE OF IMAGE:** You authorize Nerium International to use your name, photograph or promotional materials and waive all claims for remuneration for such use.
- (16) **CODE OF ETHICS:** Nerium International believes that its Brand Partners should subscribe to the principles of fairness, honesty, integrity and service. The relationship of the company to Brand Partner, Brand Partner to Customer and Brand Partner to others should be preserved, protected and promoted in accordance with the highest standards of conduct. Therefore, Brand Partner agrees to abide by and subscribe to the code of professional ethics (the "Code of Ethics") contained in the Canadian Brand Partner Policies and Procedures Manual.
- (17) **FAXED COPIES:** A faxed copy of this agreement shall be treated as an original in all respects.