



# Wellosophy USA

# AFFILIATE APPLICATION

**Affiliate Information** (please fill out either as an Individual Applicant **OR** as a Business Applicant)

Affiliate PPC# (office use only)

**Fill out if Applying as an Individual**

**Fill out if Applying as a Business**

Applicant Last Name			First name	Middle Initial	Business Name (if different from applicant name)			
SSN		Date of Birth			EIN (or SSN if sole proprietor)		<input type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation	<input type="radio"/> LLC <input type="radio"/> Other
Joint Applicant Last Name			First name	Middle Initial	Principal Last Name		First name	Middle Initial
SSN		Date of Birth			Business Phone Number		Business Fax Number	
Applicant Phone Number		Applicant Fax Number			Business URL		Business applicants must complete and submit the Statement of Beneficial Interest found at: <a href="http://www.Wellosophy.com">www.Wellosophy.com</a>	
Applicant Primary Email Address		Applicant Secondary Email Address (if any)			Business Principal Email Address			
Home / Office Address			Street					
Ship to Address (if different)			Street					

**Referring Affiliate Contact Information** (***MUST** be filled out **COMPLETELY** if you have been personally referred to become a Member*)

Affiliate Referral Code #	Referring Affiliate Last Name	First Name	Middle Initial	Referring Affiliate Phone Number (daytime)
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**Credit Card Information** (select only one)

<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Credit Card / Account Number	Expiration Date (mm/yyyy)	Security No.
Billing Address (if different)			Street		
Name (as shown on card)			Signature of Cardholder	Date (mm/dd/yyyy)	
			X		

**Commission Payment Method** (select only **ONE** method)

**Option 1: Pay by Check:** (\$5 charge per check, no banking information needed)

**Payment Option 2: Automatic Direct Deposit:** (no additional charge per payment: Fill out all banking information as required below)

Name(s) (on account)		Account Number	
Bank Name		Bank Routing Number	
Bank Address		City	State Zip

**Under penalty of perjury, I/we certify that the information provided is correct and true:**

Signature on Account	Date (mm/dd/yyyy)	Joint Application Signature	Date (mm/dd/yyyy)
X		X	

## **Terms and Conditions:**

1. I am legally competent to enter into this Affiliate Agreement (the "Affiliate Agreement") in the jurisdiction in which I reside. I further understand that I am contracting with Wellosophy Corporation ("Wellosophy Corporation") for the promotion of certain sales as described below. Unless otherwise defined herein, all capitalized terms shall have the same meaning assigned to such terms in Wellosophy's Policies and Procedures. The term "Contract" shall mean the Affiliate Agreement, the Statement of Beneficial Interest, the Compensation Plan, the Policies and Procedures and any country or situation-specific addendum(s) thereto, and any other written agreement between the Affiliate and Wellosophy. I hereby agree to be bound by the Contract which may be amended from time to time.
2. I will become an Affiliate upon acceptance of this Affiliate Application by the Company, and I will, at that time, have the right to purchase Products at wholesale from the Company or its affiliates.
3. I understand that no purchase is necessary to become an Affiliate other than a \$39USD Affiliate kit fee. A \$39USD annual renewal and materials fee is required to maintain my Membership in the Company's Affiliate Reseller's Program. While the Company may charge the available payment option (at the time of renewal), I am responsible for renewing my Membership each year. I expressly authorize Wellosophy to collect the annual renewal and materials fee using any payment method on file for the purchase of Product.
4. The \$39USD Membership Fee to become a Affiliate is non-refundable, except as otherwise provided in the Contract. Renewal and materials fees are also non-refundable.
5. If I wish to terminate this Affiliate Agreement, I will submit to the Company written notification of my intent to terminate. Such notice will also automatically terminate my Contract with any affiliate of the Company. My voluntary termination will be effective as of the date such notice is accepted by the Company. I understand that I may terminate my Membership at any time for any reason.
6. As an Affiliate, I am an independent contractor and not an employee, partner, agent, franchisee, or legal representative of the Company or any affiliate. I agree that I am solely responsible for my compliance with any laws or regulations related to my status in any jurisdiction exercising authority over me, including but not limited to, compliance with applicable regulations and the Contract.
7. Although the Company may assist me in becoming aware of applicable laws, rules, and requirements, the sole responsibility to conduct my Membership lawfully in any jurisdiction rests with me. Therefore, I release the Company and its officers, directors, agents, advisors and employees from all liability for my conduct, actions, or omissions. I also waive any claims or causes of action which I (or others acting in my interest) may have occasion to assert respecting my status or conduct as an Affiliate, arising out of any of my acts or omissions.
8. I understand that only Affiliates who are in compliance with the Contract may refer other applicants to become Affiliates. The Company, in its sole discretion, may reject this Affiliate Application without disclosing any reason therefore. If this Affiliate Application is not accepted or approved, I release the Company and any affiliated entity and their officers, directors, agents, advisors, and employees from any and all liability incurred by me or by any other person. I waive any associated claim(s) that might be asserted in my interest.
9. I understand that Commissions and/or Bonuses from the Company are earned through my participation in the Compensation Plan. I am entitled to receive Affiliate benefits and opportunities offered to Affiliates through the Compensation Plan, provided I maintain a Membership that operates in compliance with the Contract. I hereby acknowledge that I have access to all documents comprising the Contract, the contents of which are incorporated herein by reference. The Compensation Plan and its commissions, overrides and/or bonuses, relating to the sale or other output derived from personal sales, solicitations or orders from customers, are privileges of my status as an active Affiliate in good standing. I agree to abide by the Contract, as modified from time to time, and posted at [www.Wellosophy.com](http://www.Wellosophy.com).
  - A. Wellosophy has the responsibility to promote the sale of Products within the United States. To the extent that commissionable sales occur where Products are delivered for distribution inside the United States or its territories, Commissions on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by, Wellosophy.
  - B. To the extent that commissionable sales occur where Products are delivered for distribution in Authorized Countries outside of the United States or its territories, commissions on those sales, under the Compensation Plan, will be the legal responsibility of, and will be paid by Wellosophy Corporation or its assigns. Nevertheless, for administrative convenience, Commissions paid under the Compensation Plan generally should be issued on a single check or similar instrument or transaction, combining, for the convenience of the Affiliate, the Commissions earned by both U.S. and non-U.S. sales (if any).
10. I understand that as an Affiliate, I am authorized to sell Products at both Retail and Wholesale Prices. I agree that I may not alter, repackage, re-label or otherwise change any Product, nor will I sell any such Product under any other name.
11. I understand and agree that I may not convey, assign, or otherwise transfer any rights arising hereunder without the prior express written consent of the Company.
12. I agree that I may not create or hold a Beneficial Interest in additional Membership(s).
13. In the event I choose to purchase Products on my credit card or banking debit card, my signature on this Affiliate Application hereby constitutes my authorization to process any order I place to those accounts, and is to be used as my "signature on file." I understand that the cancellation of any order that I place must be made within three (3) business days of the placement of a particular order. All shipping and handling charges incurred will be billed.
14. The English language version of the Contract shall govern.
15. I certify the accuracy of all information provided by me in this Affiliate Application and agree that the providing of false or misleading information authorizes the Company, at its election, to declare this Affiliate Agreement and the Contract void from its inception.
16. The Company agrees to provide quality Products, so long as I comply with the Contract. I agree that invoices may be sent to me electronically.
17. I understand that Commission benefits of my Personal and Business Use Purchases (as defined in the Compensation Plan) go to my Referring Affiliate listed on this form and other Affiliates under the rules of the Compensation Plan.
18. All written notices to the Company should be delivered to: 2795 E. Bidwell St, Suite 100-220 Folsom, CA 95630, USA
19. The Company reserves the right to terminate the relationship should the Affiliate breach the terms of the Contract.
20. As an Affiliate, I may return current Product for any reason, provided the return takes place within ninety (90) days of purchase, and all other requirements are met under the Contract. To make a Product return, I must contact Wellosophy's customer support. All returns require a return merchandise authorization (RMA) number prior to shipment. Product shipped without an RMA will be refused.
21. I may choose to have Product sent to me monthly on an automatically processed order (ADP). To change any detail pertaining to my ADP order, the request must be received by the Company (not any Referring Affiliate) in writing, signed by the Affiliate. All orders are subject to the GST of my region, which will be added to the order total. Shipping & handling charges will also be added. The credit card or bank draft account listed on the membership will automatically be charged for this order. Orders with declined bank drafts, or orders with declined or expired credit cards may not be processed. Attempts may be made by the Company to reprocess the order should a credit card decline; however, the Company makes no assurances that these attempts will be made. If a credit card is due to expire, a notice may be printed on the ADP invoice prior to expiration; however, the Affiliate is responsible for providing current payment. If an order cannot be processed due to payment difficulties, the Company will not be held responsible for Personal Volume shortfalls.
22. If I elect direct debit for my ADP orders, the Company is hereby authorized and may debit my account for orders shipped on or after the date of payment and I agree to maintain sufficient funds in my account to cover the automatic payments. In the event sufficient funds are not in my account to cover the automatic payment, the Company may stop shipment en route, and may refuse to accept further orders with this payment method. Attempts may be made by the Company to reprocess the order; however, the Company makes no assurances that these attempts will be made. I shall indemnify and hold the Company harmless from any and all liability which may arise out of the Company's initiating an authorized debit to my account, except the liability to ship the product as ordered.
23. I authorize the monthly \$5USD Accounting, Administrative and Webstore Hosting Fee to be automatically deducted from any payment method on file. The fee is not refundable. Membership may be terminated by submitting a written request to the Company and will automatically terminate if I fail to renew my membership.
24. All matters relating to the interpretation, construction, validity and enforcement of this Affiliate Agreement and the Contract shall be governed by the internal laws of the State of Florida, without giving effect to any choice of law provisions thereof
25. I understand that the only financial requirement to become an Affiliate Member is a \$39 USD Membership Fee (plus any applicable tax) which includes a Samples Kit that may contain sales tools, samples, demonstration materials and other information at no additional cost except \$5.95 for shipping and handling. I understand that my Membership and my Samples Kit do not contain commissionable Products and any Products purchased in connection with becoming an Affiliate are optional. A monthly Accounting, Administration, and Webstore Hosting Fee will be charged to my account at a flat rate of Five Dollars (\$5.00) each month. In addition, a yearly Membership Renewal and Materials Fee of \$39 USD (plus any applicable tax) is required to continue as an Affiliate in good standing. I authorize the Company to charge the \$39 USD Membership Fee, the \$5.95 shipping and handling charge, the \$5 USD Accounting, Administration, and Webstore Hosting Fee, and the \$39 USD renewal and materials fee to my credit card or my bank account, as designated, as they become due. I understand that the renewal and materials fee shall become due and payable 12 months from sign-up. All orders will be processed when orders are received. All ADP orders will be processed with the regular ADP billing & shipping schedule beginning the following month. I have read and agree to the Terms and Conditions of the Policies and Procedures and all other terms of the Contract, all of which are incorporated herein by this reference and located at [www.Wellosophy.com](http://www.Wellosophy.com).