

# INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

Welcome to the Stemtech family! As a new Distributor, you have many sign-up options. Please review this information with your enroller in order to decide the best options for your business goals. If you have any questions, your enroller will be glad to answer them. You may also contact a friendly Distributor Services Representative M-F 8.30am to 4.30pm at 011 803-3633.

## DISTRIBUTOR KIT OPTIONS

### Option 1. Wholesale Associate Distributor Kit - R150.00 excl. postage

**Includes:**  
Registration as a distributor with Stemtech Africa (Pty) Ltd with:

- opportunity to become qualified to earn all bonuses, commissions and overrides
- opportunity to advance to top position in plan
- ability to purchase product, Distributor Business Suite and sales aids separately
- Distributor Kit including forms, brochures and tools required for business

### Option 2. Business Development System - R350.00 excl. postage

**Includes:**  
Registration as a distributor with Stemtech Africa (Pty) Ltd  
Distributor Kit including forms, brochures and tools required for business.

**PLUS**

New Associate lapel pin  
Business Development System with:

- Training Manuals/Workbooks
- Presentation & Compensation plan DVDs
- Presentation Flip Chart
- Training CD

### Option 3. The FastStart Pack - R2480.00 excl. postage

Choose either:  
6 bottles of StemEnhance™ or  
Combo (3 bottles of StemEnhance™ and 3 bottles of StemFLO™)

**Includes:**  
Option 2 Business Development System  
10 StemEnhance™ product brochures  
10 StemFLO™ product brochures  
10 StemSPORT™ product brochures  
Distributor Business Suite†† with:

- Personalized Website
- Retail Shopping Cart
- BackOffice with tracking, management tools and advanced reporting features

**Point Value (PV): 250**

**Bonus Volume (BV): 210**

*(maximize your FastStart by enrolling in the AutoShip program. See details below†)*

### Option 4. Manager Leadership Pack - R6870.00

Choose either:  
24 bottles of StemEnhance™ or  
Combo (12 bottles of StemEnhance™ and 12 bottles of StemFLO™)

**Includes:**  
Option 2 Business Development System  
20 StemEnhance™ product brochures  
20 StemFLO™ product brochures  
20 StemSPORT™ product brochures  
20 StemPet™ product brochures  
4 Stemtech Story DVDs (Global Edition)  
4 Everything Stemtech DVD  
10 Distributor Applications  
Retail order receipt pad  
Distributor Business Suite††† with:

- Personalized Website
- Retail Shopping Cart
- BackOffice with tracking, management tools and advanced reporting features

**Point Value (PV): 1000**

**Bonus Volume (BV): 2350**

**†FastStart Conditions:**

FastStart Pack offer available only at time of sign up. Enroller must have a personal AutoShip or personal retail customer AutoShip to qualify to receive FastStart bonuses. New enrollees may be "placed" under a downline distributor. The Enroller retains the FastStart Enroller Bonus.

**†† FastStart Distributor Business Suite Rules:**

To activate your Distributor Business Suite and to waive the R70.00 monthly fee, you must elect AutoShip enrollment with your FastStart Pack sign-up. The Distributor Business Suite set-up fee of R935.00 is waived when you sign up with the FastStart Pack.

**††† Leadership Pack Distributor Business Suite Rules:**

Purchase of a Leadership Pack gives you the Distributor Business Suite FREE of set-up and monthly fees for as long as you remain a Stemtech Distributor.

### DISTRIBUTOR KIT OPTIONS:

- |   |            |
|---|------------|
| <input type="checkbox"/> Wholesale "Associate" Distributor Kit  | R150.00**  |
| <input type="checkbox"/> Business Development System  | R350.00**  |
| <input type="checkbox"/> FastStart Pack                      StemEnhance™ <input type="checkbox"/> Combo <input type="checkbox"/> | R2480.00** |
| <input type="checkbox"/> Manager Leadership Pack        StemEnhance™ <input type="checkbox"/> Combo <input type="checkbox"/>      | R6870.00** |

All Applicants must purchase a Kit. Other choices are optional.

\*\*Does not include shipping and handling. Includes VAT

### AUTOSHIP OPTIONS: See instructions for details

**YES**, please sign me up for Stemtech's discount AutoShip program.

I understand that Stemtech will automatically send my products selected below once a month and I authorize Stemtech to charge my credit card indicated on this form, for each monthly order. I understand that I may cancel my AutoShip order at any time (in writing).

I would like \_\_\_\_\_ bottle(s) of StemEnhance™ & \_\_\_\_\_ bottle(s) of StemFLO™ sent each month at the discount price of R320 per bottle, a R15.00 per bottle savings from the distributor wholesale single bottle price.

- Start THIS month**                       **Start NEXT month†**                      **Date:** \_\_\_\_\_

Please contact STEMTECH if the payment option for Autoship needs to be different from above, or include alternate payment info along with this form when faxing.

†Will not make you eligible for Autoship Program commissions until next month

### DISTRIBUTOR BUSINESS SUITE OPTION:

**YES**, please provide me with a DISTRIBUTOR BUSINESS SUITE. Setup fee of R935.00 and monthly fee of R70.00 will be waived when ordering a FastStart Pack with AutoShip Enrollment, or a ProRetailer, Manager Leadership Packs. Desired Website Username (Default Password is 'password' )

www.\_\_\_\_\_.stemtechbiz.com

### Stemtech Africa Banking Details

Nedbank Cheque Account  
Account Name: Stemtech Africa (Pty) Ltd  
Account Number: 1469 169 355  
Branch: Business Banking Northrand  
Branch Code: 146905  
**Reference:** Your Full Name or Distributor ID Number

### CALCULATE TOTAL:

<b>Distributor Kit Price From Left</b>	R _____
<b>Shipping Charge:</b> (minimum R140.00)	R _____
<b>TOTAL: R</b>	_____

### PAYMENT METHOD: Select one

- MasterCard     Visa     EFT/DD

Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Credit Card CVV #: \_\_\_\_\_ (3 digit code on the back of card)

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

\_\_\_\_ Please retain this credit card number on file for future ordering (please initial)

- NO**, please do not automatically renew my distributorship annually at R150.00. I understand that I must manually renew my Stemtech distributorship every year.

## MONTHLY AUTO SHIP PROGRAM

Enjoy the convenience of getting StemEnhance™, StemFLO™, StemPets™, StemEquine™, StemSPORT™ delivered to your door automatically every month by joining the AutoShip program. You can elect to start receiving your AutoShip order the month you enroll or to start the following month. By joining the AutoShip program, you also receive the following benefits:

- Convenient ordering at the best pricing and best shipping rates
- Keeps you eligible for FastStart bonuses
- Waives the R70.00 monthly fee for the Business Suite
- Volume points count towards advancement and qualification in the StepUp Generational program

### To enroll, simply:

1. Check the "Yes, sign me up" box in the AutoShip selection
2. Fill in how many bottles of what product a month you wish to receive
3. Select to have your AutoShip begin this month or next month (Note: You are only eligible for AutoShip Program commissions in months that you or a personally enrolled retail customer have an AutoShip order)

**It's that simple!**

## APPLICATION CHECKLIST

In order to quickly process your application, please make sure you do the following:

- Complete all entries and make sure information is accurate and legible.
- Fill in ALL your Personal and Sponsor information.
- Provide valid payment information. If using a credit card, please provide the CCV code.  
For Visa or Mastercard users, this is the three digit number following your account number on the back of the credit card.
- Select a sign-up option package.
- Add your shipping/handling and sales tax cost to the total (if applicable).
- Read all the conditions and terms on the back of the application.
- Sign and date the application.
- Mail or Fax your form to Stemtech Africa (Pty) Ltd. The address and fax number are listed below.
- Follow-up with your Sponsor or Stemtech's Distributor Services Department to make sure your application has been processed.

### Mailing Address:

PO Box 102  
Honeydew, 2040  
Tel: 011 803-3633  
Fax: 011 803-2419

### Physical Address:

Kirstenhof Office Park,  
Block B,  
1 Witkoppen Road,  
Paulshof

### Recommended

- If enrolling in the AutoShip program, make sure you have selected if you want your AutoShip to start this month or the following month and how many bottles of what product per month you want.
- If requesting a Distributor Business Suite with website either on its own or with a FastStart Pack enrollment, make sure you provide us a desired name for the site (i.e.: YourName.stemtechbiz.com) and check the "Yes, provide me with a PERSONAL WEBSITE" checkbox.

## BANKING DETAILS

All weekly and monthly commission payments will be electronically transferred directly into your bank account. Please supply the relevant information below:

Account Name:.....				
Account Type:	<input type="checkbox"/> Savings	<input type="checkbox"/> Cheque	<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard
Account Number:.....				
Bank:.....				
Branch Name:.....				
Branch Code (must be 6 digits):.....				

I hereby give Stemtech Africa (Pty) Ltd authority to electronically transfer my commission payments directly into the abovementioned bank account. Should any of this information change at any time, it is my responsibility to inform the company in writing of these changes.

Stemtech Africa (Pty) Ltd will not be held responsible for any incorrect information supplied.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## Applicant Information

Name:.....

Surname:.....

Gov. ID Number:.....

CoApplicant/Spouse:.....

Co-Applicant/Spouse Gov. ID Number:.....

Business Name:.....

Business VAT Number:.....

Correspondence Address:.....

.....Postal Code:.....

**Product Delivery Address: (must be to a Post Office)**.....

.....**Postal Code:**.....

Primary phone:..... Secondary phone:.....

Cellphone:..... **E-mail:**.....

## Enroller Information

Name:..... Sponsor Placement Name: (if different).....

Distributor Number:..... Sponsor Placement Number: (if different).....

Address:.....

.....Postal Code:.....

Phone:..... E-Mail:.....

Enroller's Signature: (not required).....

By signing this Application and Agreement, I agree to fulfill the obligations as the Sponsor of the applicant as described in the Stemtech Policies and Procedures. I certify that I have provided the most current version of the Stemtech Policies and Procedures and Compensation Plan to the Applicant prior to his/her signing this Agreement.

I certify that I am of legal age (the age of majority) for the country in which I reside. I understand that I have the right to terminate my Stemtech independent business at any time, with or without reason, by mailing or faxing written notice to the Company at the above address.

Applicant's Signature	Date	Co-Applicant's/Spouse's Signature	Date
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Please mail or fax this Application and Agreement to STEMTech within 24 hours of completing it. If faxed in, you must fax both the front and back of the Agreement. If sent by mail, send to: Stemtech Africa (Pty) Ltd, P O Box 102, Honeydew, 2040.

I have not been a Stemtech Distributor, or a partner, shareholder or principal of any entity having a Stemtech business within the past six months.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction

Send white top copy to Stemtech, bottom 2 copies retained by Applicant.

# TERMS AND CONDITIONS

1. I understand that as a STEMTech Africa (Pty) Ltd ("STEMTech") Independent Distributor I have those rights as set forth in the STEMTech Policies and Procedures.
2. I agree to present the STEMTech Marketing and Compensation Plan and STEMTech products and services as set forth in official STEMTech literature.
3. I agree that as a STEMTech Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of STEMTech. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses.  
I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF STEMTECH FOR INCOME TAX OR ANY OTHER PURPOSE.  
STEMTech is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, PAYE or taxes of any kind.
4. I have carefully read and agree to comply with the STEMTech Policies and Procedures and the STEMTech Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from STEMTech. I understand that these Terms and Conditions, the STEMTech Policies and Procedures, or the STEMTech Marketing and Compensation Plan may be amended at the sole discretion of STEMTech, and I agree to abide by all such amendments. Notification of amendments shall be issued through reasonable commercial means, including but not limited to any of the following: posting on STEMTech's website ([www.stemtech-health.com](http://www.stemtech-health.com)), e-mail to Distributors, included in STEMTech periodicals, and/or included in product orders, bonus cheque mailings, or other special mailings. Amendments shall become effective 30 days after publication. The continuation of my STEMTech business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this agreement is one year. I understand that unless I have indicated otherwise on the front of this Distributor Application and Agreement, the agreement shall automatically renew on the anniversary date and the renewal fee of R150.00 will be charged to my credit card identified on the front or withheld from my commissions in the anniversary month. If I have elected not to automatically renew the agreement, I understand that I must pay the renewal fee no later than 30 days after the anniversary date in order to renew the agreement. If I fail to renew my STEMTech business annually, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor, I shall not be eligible to sell STEMTech products and I also waive all rights, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. STEMTech reserves the right to terminate all Distributor Agreements upon 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. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to STEMTech at its principal business address. STEMTech may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of STEMTech. Any attempt to transfer or assign the Agreement without the express written consent of STEMTech renders the Agreement voidable at the option of STEMTech and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, or if I engage in any conduct which is deceptive, fraudulent, unethical, or that may, in STEMTech's sole discretion, damage STEMTech's reputation, STEMTech may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
8. STEMTech, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release STEMTech and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release STEMTech and its affiliates from all liability arising from or relating to the promotion or operation of my STEMTech business and any activities related to it (including but not limited to, the presentation of STEMTech products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify STEMTech for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by STEMTech at its discretion, constitutes the entire contract between STEMTech and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by STEMTech of any breach of the Agreement must be in writing and signed by an authorized officer of STEMTech. Waiver by STEMTech of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to principles of conflicts of laws. All disputes and claims relating to STEMTech, the Distributor Agreement, the STEMTech Marketing and Compensation Plan or its products and services, the rights and obligations of an Independent Distributor and STEMTech, or any other claims or causes of action relating to the performance of either an Independent Distributor or STEMTech under the Agreement or the STEMTech Policies and Procedures shall be settled totally and finally by arbitration in Johannesburg, South Africa, or such other location as STEMTech prescribes. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent STEMTech from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect STEMTech's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
13. The parties consent to jurisdiction and venue before any competent court within the Republic of South Africa, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
14. If a Distributor wishes to bring an action against STEMTech for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against STEMTech for such act or omission. Distributor waives all claims that any other statutes of limitations applies.
15. I authorize STEMTech to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
16. A faxed copy of the Agreement shall be treated as an original in all respects.

## NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the date indicated on the front of the Application. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to STEMTech Africa (Pty) Ltd, PO Box 102, Honeydew, 2040, NOT LATER THAN MID-NIGHT of the third business day following the date set forth above.

## I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_