

**APPLICANT INFORMATION** (please clearly print)

**SPONSOR INFORMATION** (please clearly print)

Name: \_\_\_\_\_  
 Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 Suburb/Town/City & Post Code: \_\_\_\_\_  
 State/Region: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_  
 Mobile Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Associate ID: \_\_\_\_\_  
 Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 Suburb/Town/City & Post Code: \_\_\_\_\_  
 State/Region: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_  
 Mobile Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

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

Sponsor's Signature: \_\_\_\_\_

**ORDER DETAILS**

Prices are shown in NZD including 15% GST and are shown per a single unit of the item. Shipping and handling are NOT included.

	WHOLESALE <small>(indicate qty.)</small>	LOYALTY* <small>(indicate qty.)</small>
Cellgevity (bottle)	<input type="checkbox"/> \$149.50 x _____	<input type="checkbox"/> \$115.00 x _____
Cellgevity (box)	<input type="checkbox"/> \$155.25 x _____	<input type="checkbox"/> \$120.75 x _____
Cellgevity Active	<input type="checkbox"/> \$276.00 x _____	<input type="checkbox"/> \$218.50 x _____
Cellgevity Vital	<input type="checkbox"/> \$287.50 x _____	<input type="checkbox"/> \$224.25 x _____
Max357	<input type="checkbox"/> \$120.75 x _____	<input type="checkbox"/> \$103.50 x _____
MaxATP	<input type="checkbox"/> \$126.50 x _____	<input type="checkbox"/> \$103.50 x _____
MaxN-Fuze	<input type="checkbox"/> \$138.00 x _____	<input type="checkbox"/> \$109.25 x _____
MaxOne	<input type="checkbox"/> \$138.00 x _____	<input type="checkbox"/> \$109.25 x _____
MaxGXL	<input type="checkbox"/> \$126.50 x _____	<input type="checkbox"/> \$92.00 x _____
Max Flex Fit Kit <small>Apple Cinnamon / Chocolate Coconut / 50:50</small>	<input type="checkbox"/> \$288.65 x _____	<input type="checkbox"/> \$288.65 x _____
Max Flex Weight Loss Kit <small>Apple Cinnamon / Chocolate Coconut / 50:50</small>	<input type="checkbox"/> \$303.60 x _____	<input type="checkbox"/> \$303.60 x _____
Be Bars (8 bar box) <small>Apple Cinnamon / Chocolate Coconut / 50:50</small>	<input type="checkbox"/> \$44.85 x _____	<input type="checkbox"/> \$44.85 x _____
Meta-Switch Capsules	<input type="checkbox"/> \$138.00 x _____	<input type="checkbox"/> \$109.25 x _____
Other: _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

The selected products are to be included:  
 (Check either or both as appropriate)  
 In my initial order today  
..... Shipped, or  Will Call  
 As my Autoship instruction after the initial order  
..... Shipped, or  Will Call

**Autoship Date**  
 (Choose a date for the Autoship to continue on after the initial order between the 1st-25th ):  
 The \_\_\_\_\_ of each month.

\* The Loyalty Programme has terms and conditions that must be adhered to (see page two). By selecting the Loyalty price, the applicant agrees to those conditions.

**PAYMENT INFORMATION** (please clearly print)

Check one:  Visa  Mastercard  American Express

Credit Card Number: \_\_\_\_\_ Name on Card: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ Card Security Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Suburb/Town/City: \_\_\_\_\_ State/Region: \_\_\_\_\_ Country: \_\_\_\_\_

I certify that I am the card-holder named above or that I have been authorized by the card-holder to use the listed credit card in the current transaction. I hereby authorize the credit card listed above to be charged by Max International.

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

I HAVE CAREFULLY READ THE TERMS AND CONDITIONS ON ALL PAGES OF THIS APPLICATION AND AGREEMENT, THE MAX INTERNATIONAL POLICIES AND PROCEDURES, AND THE MAX COMPENSATION PLAN, AND AGREE TO ABIDE BY ALL TERMS SET FORTH IN THESE DOCUMENTS. I UNDERSTAND THAT I HAVE THE RIGHT TO TERMINATE MY MAX INDEPENDENT BUSINESS AT ANY TIME, WITH OR WITHOUT REASON, BY SENDING WRITTEN NOTICE TO THE COMPANY AT THE ABOVE LISTED ADDRESS.

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

## TERMS AND CONDITIONS

### AUTOSHIP TERMS AND CONDITIONS

1. By electing to participate in the MAX Autoship Program, you authorize MAX to charge payment for your Autoship orders to your credit card identified on the front of this Agreement, including shipping, handling and applicable sales taxes.
2. To change your Autoship order selections, method of payment, or the authorized amount, a new Autoship Form must be submitted to MAX. If more than one Autoship Form has been submitted, the most recent will supersede all previous Autoship Forms. MAX reserves the right to change its prices associated with its products without notice.
3. Your Autoship participation and payment authorization will remain in effect until you: (1) elect to alter or change any aspect thereof by submitting a new signed Autoship Form; or (2) send, in writing, your cancellation to MAX by email, mail or fax to the email address, mailing address or fax number listed on the front of this Agreement (Notice must include your name, address, and Associate ID Number). Notice of cancellation must be received at least three (3) business days prior to your scheduled Autoship shipment in order to avoid charges for that month. If a cancellation notice is received within such time period, cancellation will become effective in month following the month in which your notice of cancellation is received by MAX.
4. MAX offers a 30-day money-back product satisfaction guarantee (less shipping charges/fees) to all Customers. If for any reason a Customer is dissatisfied with any MAX product, he or she may return the unused portion of the product to MAX for a full refund (less shipping charges) within 30 days of the date of purchase. Following this 30 day period, returned items must be in resalable condition and will be subject to an additional 10% restocking fee. This product satisfaction guarantee applies only to MAX products.

### LOYALTY TERMS AND CONDITIONS

You can receive price savings to your Autoship purchases by enrolling with a minimum 3 month Autoship. Simply agree to the following terms below and you will be presented with your discounted prices.

Sign and date in the space below to verify that you understand and agree to all of the following: you are signing up for AutoShip for a minimum period of three months under the Max Loyalty Program (the 'Promotion'). You are purchasing product under the Promotion for personal consumption by yourself and your family and not intending to resell the product. Max will bill your credit card each month on the monthly shipment date that you have specified in your order. After this minimum three month period, your Autoship subscription will automatically convert to a month-to-month Autoship until you cancel your enrollment in the Promotion, or the Promotion is ended.

You may cancel or suspend your Autoship delivery at any time by calling Max Customer Support at AUS: 1800-769-661 or NZ: 0800-629-432. If you elect to cancel or suspend your enrollment, or decrease the number of product units in your order, in the Promotion after the first monthly shipment of product during the initial three-month term, your credit card will be charged a cancellation fee of \$60.00 USD (subject to increase or decrease depending on currency exchange rates) for each unit of product in your scheduled monthly order. (For example, if you cancel an order of 2 units, or reduce an order from 3 units to 1 unit, you will be charged \$60.00 USD x 2 units for a total of \$120.00 USD.)

You understand that on all purchases, you will be charged the sales tax that is required by law to be charged on retail sales transactions at your purchase price.

The Promotion is valid from August 1st, 2011, until it is terminated by Max in its sole discretion, without obligation to provide notice. The Promotion is available only in all countries that Max ships to, and only to legal residents of those markets. Product orders originating from any other jurisdiction are not eligible.

Max reserves the right to modify any terms of the Promotion in its sole discretion and without prior notice. The Promotion is void where prohibited by law and subject to all federal/state/local laws and regulations.

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

### CUSTOMER RETURN POLICY

As set out in section 7.4 of the Max Policies and Procedures, Customers may return any products held for a refund at any time, provided such return is made within one year of original purchase, and in Resalable condition (as defined below). Customers may only return products that he or she personally purchased from Max (purchases from other Customers, Associates or third parties are not subject to refund). Upon receipt of a returned and Resalable products, the Customer will be reimbursed 100% of the net cost of the original purchase price(s), less a 10% re-stocking fee. Shipping charges incurred by a Customer when the products were purchased will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account.

Resalable - Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to Max within one year from the date of purchase; 5) the product contains current Max labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

### NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within TEN BUSINESS DAYS from the above date (the regulations for countries outside this market may differ). 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 BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. 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, or send a telegram, to the New Zealand Max Office NO LATER THAN MIDNIGHT of the tenth business day following the date set forth above.

**I, THE BUYER, UNDERSTAND MY RIGHT TO CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION AS EXPLAINED ABOVE.**

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

### **I HEREBY CANCEL**

### **THIS TRANSACTION.**

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(Only sign this final field if you are intending to cancel the Customer position)*