



# Independent Member Application

FGXpress | www.fgxpress.com  
 644 North 2000 West | P. 801-655-5500  
 Lindon, Utah 84062 | F. 801-655-5505

## GENERAL INFORMATION

PRIMARY APPLICANT		MIDDLE INITIAL	LAST NAME
WEB ALIAS (OPTIONAL) This will be shown to the public instead of your name if you choose to.		COMPANY NAME OR SECONDARY APPLICANT	
BILLING ADDRESS	CITY	STATE	ZIP CODE
SHIPPING ADDRESS (if different from billing address)	CITY	STATE	ZIP CODE
		EMAIL ADDRESS	
SOCIAL SECURITY NUMBER (or) TAX ID NUMBER (assigned to the primary applicant)		EMAIL ADDRESS	
PHONE NUMBER	FAX NUMBER	CELL PHONE NUMBER	

## INITIAL ORDER Initial QV    Price without shipping    AUTOSHIP ORDER Initial QV    Price without shipping

<input checked="" type="checkbox"/>	FGXpress Membership Kit	0	\$12.00
<input type="checkbox"/>	Consumer Pack	100	\$169.00
<input type="checkbox"/>	Starter Pack	300	\$499.00
<input type="checkbox"/>	All-Star Pack	600	\$999.00
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
Regular shipping, handling, and appropriate taxes will be added to total.		<b>TOTAL</b>	

<input type="checkbox"/>	FGX SmartOrder Pack	100	\$149.00
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
Regular shipping, handling, and appropriate taxes will be added to total.		<b>TOTAL</b>	

## PAYMENT INFORMATION

PAYMENT METHOD     VISA     MASTERCARD     AMERICAN EXPRESS     DISCOVER

CREDIT CARD NUMBER		EXPIRATION DATE
CREDIT CARD CCV CODE	NAME OF CARD HOLDER	CARD HOLDER AUTHORIZED SIGNATURE

### ENROLLER INFORMATION

ENROLLER NAME	ENROLLER NUMBER
SPONSOR NAME	SPONSOR NUMBER

### TERMS AND CONDITIONS

I have read and agree to be legally bound to this ForeverGreen Contract, which includes the Terms and Conditions of this Member Application, the ForeverGreen/FGXpress Policies and Procedures and the FGXpress Compensation Plan, (hereafter, the "Contract"). I understand that I have the right to cancel my Membership at any time and for any reason by submitting written notice by facsimile or mail to ForeverGreen.

SIGNATURE	DATE
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## FORVERGREEN INTERNATIONAL, LLC MEMBER APPLICATION TERMS AND CONDITIONS

1. I am legally competent to enter into a contract in the jurisdiction in which I reside and I willingly enter into this Contract consisting of the Terms and Conditions of this legally binding document, the ForeverGreen Policies and Procedures and the ForeverGreen Compensation Plan, which by reference are all fully incorporated in this Contract.
2. I will become a ForeverGreen (hereinafter "The Company", "ForeverGreen") independent contractor/Member (hereinafter "Member") upon acceptance of this signed Contract by ForeverGreen and I will, at that time, have the right to purchase ForeverGreen products directly from ForeverGreen according to ForeverGreen's Policies and Procedures. This Application may only be deemed accepted by ForeverGreen by an officially authorized employee of ForeverGreen. ForeverGreen, in its sole discretion, may reject this Application, without disclosing any reason therefore. If this Application is not accepted or approved, I release ForeverGreen and its 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.
3. I understand that no purchases are necessary to become a ForeverGreen Member other than the purchase of a non-refundable Member Kit that contains promotional and sales information about ForeverGreen and its products. An annual non-refundable renewal fee is required upon my anniversary with ForeverGreen to maintain my Member status. I am responsible for renewing my Membership each year.
4. If I wish to terminate this Contract, I will deliver written notification of my intent to terminate to ForeverGreen at the following address: ForeverGreen International 644 North 2000 West Lindon, UT 84062  
My voluntary termination will be effective as of the date such notice is received by ForeverGreen. I understand that I may resign at any time for any reason.
5. The Member will not be treated as an employee for Federal or State Tax purposes. As a Member, I am an independent contractor and am NOT an employee, partner, agent, franchisee, or legal representative of ForeverGreen. I agree that I am solely responsible for my compliance with any and all laws or regulations related to my activities and status in any jurisdiction exercising authority over me including, but not limited to, the duty to license my business and to collect and pay sales or use tax on sales and on products I consume. I will obey any and all federal and local laws, statutes, and regulations applicable to my business and me.
6. Although ForeverGreen or any of its affiliated entities may assist me in becoming aware of applicable laws, rules and regulations, the sole responsibility to conduct my ForeverGreen business lawfully in any jurisdiction rests with me. Therefore, I release ForeverGreen and ForeverGreen and any of its affiliated entities and their officers, directors, agents, and employees from all liability for any of my actions or omissions. I also waive any claims or causes of action which I (or others acting in my interest) may assert regarding my status or conduct as a Member for ForeverGreen. I agree to indemnify and hold harmless ForeverGreen and any of its affiliated organizations for any claim, action, or liability asserted arising out of my actions, omissions, or representations in enrolling or conducting any activities under my business.
7. I understand that only Members in good standing (as such status is determined by the Company) may act as Enrollers and Sponsors. I understand that I am responsible for training and supporting any Member that I enroll or sponsor to be a Member for ForeverGreen. I will perform bona fide supervisory, recruitment, training, advertising, sales and marketing functions in connection with the sale of Company products.
8. I understand and agree that compensation from ForeverGreen as established by the ForeverGreen Compensation Program (hereinafter "Plan") is solely related to the sale of products derived from in-person sales, solicitations, or orders from ultimate consumers. I am entitled to receive Member benefits and opportunities offered to a Member through the Plan, provided I maintain a ForeverGreen business that operates in compliance with the Contract. I agree to abide by the Contract established by ForeverGreen Policies and Procedures and as modified from time to time and posted at ForeverGreen websites.
9. I agree that I may not alter, repackage, re-label, affix additional labels of information or otherwise change any Company product, nor will I sell any such product under any other name.
10. I understand and agree that I may not convey, assign, sell or otherwise transfer any rights arising under this Contract or my relationship with ForeverGreen without the prior written consent of ForeverGreen.
11. I agree not to use proprietary trade names, trademarks, domain names or other property of ForeverGreen or ForeverGreen without the prior written consent of ForeverGreen.
12. I agree that any websites used to conduct my ForeverGreen business shall conform to the ForeverGreen policies and specifications as described in the Contract.
13. I will make no claims of therapeutic or curative properties regarding ForeverGreen products or claims involving the Plan that are NOT contained in official Company literature produced and distributed by ForeverGreen.
14. I agree that I will not create or hold a beneficial interest in additional Company Member business(es) beyond the indirect benefits that are derived from enrolling, sponsoring and Downline sales volumes. I understand and agree that compensation from my individual product purchases and sales may be paid to my Enroller(s) and other Company Members Upline from me under the rules of the Plan.
15. I agree that ForeverGreen and its affiliated entities have proprietary rights to its Members and lists of Member names. I will not use any Company Member lists or other Company contacts to promote the sale or use of any products, programs, or services other than those offered through ForeverGreen.
16. In the event I choose to purchase Company products on my credit card or banking debit card, my signature (including my electronic signature) on this Contract hereby constitutes my authorization to process any order I place to those accounts and to use this signed Contract as my "signature on file". I understand that any cancellation of an order placed by me shall be made within three business days of the placement of a particular order or ten business days for cancellation of an Auto Ship order, but all shipping, handling and restocking charges incurred will be paid by me.
17. Other than this Contract, no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both me and an authorized officer of ForeverGreen. If any provision of this Contract is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.
18. I agree that regardless of the form of claim, whether in tort, contract or other, ForeverGreen, its subsidiaries, affiliated companies, assigns and successors and their officers, directors, employees and agents shall NOT be liable for any consequential, incidental, special, or punitive damages, including lost profits or any other claims against ForeverGreen. No legal action may be brought by either party to this Contract more than one year after the event giving rise to the cause of action has occurred.
19. I certify the accuracy of all information provided by me in this Contract and agree that the providing of false or misleading information authorizes ForeverGreen, at its election, to declare this Contract void from its inception.
20. ForeverGreen agrees to manufacture quality products available under the terms and conditions of ForeverGreen Contract and to pay commissions according to the Plan.
21. This Contract shall be governed under the laws of the State of Utah. Any controversy or claim arising out of this Contract, whether during or after its term, will be settled by binding arbitration in the state of Utah using the rules of the American Arbitration Association. Jurisdiction and venue shall be Utah County, Utah. Each party having a concern shall first give notice of the offense and allow at least thirty (30) days for the other party to cure. In the event of a dispute, the prevailing party shall be reimbursed its costs and attorney's fees.