

David Miller
Shaklee - Independent Distributor
1490 Bat Roost Rd
Manchester, Ohio 45144
937-779-0046

Get Your Shaklee Products Go Here:

<http://www.shaklee.net/mimc/>

Introducing Shakleebaby™ and Shakleekids™



**Introducing Shakleebaby™ - Always Safe. Always Gentle. Always Healthy.
Open Order 5/1**

Babies are the most precious gifts in the world. Keep yours happy and healthy with Shakleebaby. Safe, pure, and natural, our pediatrician tested baby care products are formulated to keep your little one's bottoms soft, itty-bitty toes clean, and growing body healthy.



Gentle Wash

Clean, fresh baby. This extra gentle wash is made with organic chamomile and lavender, pH balanced and sensitivity tested to shower even the most tender skin with love. 99% Natural; 76% Organic.

#30108 <http://www.shaklee.net/mimc/>



Soothing Lotion

So soft. Organic sunflower seed oil and shea butter moisturize, and organic chamomile and lavender soothe. 99% Natural; 87% Organic.

#30106 <http://www.shaklee.net/mimc/>



Diaper Rash Cream

Naturally soothing. Zinc Oxide protects baby's delicate skin from wetness, keeping skin healthy and dry, and helps heal diaper rash. Organic and natural oils keep skin hydrated and smooth while chamomile, aloe, and calendula extracts soothe. 99% Natural. 78% Organic.

#30109 <http://www.shaklee.net/mimc/>



Massage Oil

Perfect for massaging baby or moisturizing after a bath. With organic sunflower oil, lavender, and chamomile to moisturize and smooth. 99% Natural, 99% Organic.

#30107 <http://www.shaklee.net/mimc/>

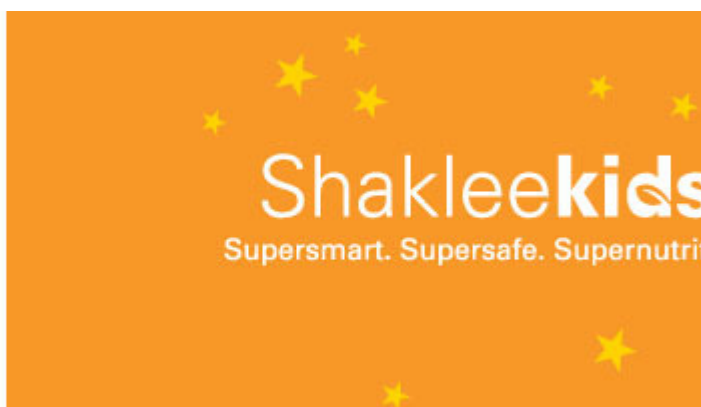


Multivitamin & Multimineral Powder

One of the most comprehensive infant-toddler supplements available, it contains prebiotics to help promote a healthy immune system and bundles of vitamin D to support strong bones and teeth. Star-K Certified. *

#20057 <http://www.shaklee.net/mimc/>

* These statements have not been evaluated by the Food and Drug Administration. These products are not intended to diagnose, treat, cure, or prevent any disease.



Introducing Shakleekids™ - Supersmart. Supersafe. Supernutritious.
Open Order 5/1

Behold the powers of Shakleekids Mighty Smart and Incredivites! These dietary supplements are made with supersafe ingredients that bring out the best in kids, like rad vision, smart noggins, and a rockin immune system. *



Incredivites™

Shakleekids Incredivites is the first kids chewable multivitamin in the U.S. with lactoferrin, a protein that helps busy bodies' immune systems stay supercharged. Packed with 23 essential nutrients, it's one of the most comprehensive supplements available - with 600IU of vitamin D to support strong bones and teeth, and 100% of the daily value for vitamins C and E per serving. *

#20002 <http://www.shaklee.net/mimc/>

Note: Vita-Lea® Ocean Wonders™ will continue to be available.



Mighty Smart™

Shakleekids Mighty Smart is scientifically formulated with a power-packed blast of ultra-pure DHA. Essential for early brain development, this omega-3 fatty acid has been shown to support mighty memory, mad concentration, and fierce mind skills. Star-K Certified.

#20058 <http://www.shaklee.net/mimc/>

The Customer Charge Plan

CUSTOMER SATISFACTION

BETTER BUSINESS FOR YOU AND YOUR CUSTOMERS

Become a Merchant

With the Customer Charge Plan, you can accept VISA®, MasterCard®, and American Express Cards® from your customers as payment for Shaklee products. As a “merchant,” your business will appear more professional, established, and attractive to your customers.



Increase Your Sales

There are lots of reasons why many people **prefer** to shop with charge cards. They like getting a monthly statement that records all their transactions. They don't like carrying checkbooks. Or they simply don't have the cash. The fact is that people are more likely to spend — and spend more — with a charge card.

Consumers own an average of 3.4 different charge cards.

Make It Easier for Your Customers to Buy

People like choices. And now your customers can choose between cash, check, or a charge card. They'll have more flexibility and convenience than ever before. What's more, you're demonstrating that you're doing what you can to accommodate their needs. You're making it easy for them to purchase products from you.

Americans, today, own 830,000,000 charge cards with a total purchasing power of \$2.75 trillion.

And of course, people come back to businesses that provide excellent customer service.

Charge card purchases are also easier for customers, because their payments can be spread out over several months. They don't have to come up with cash on the spot. And they don't have to worry about overdrawing their checking accounts!

Charge cards account for 50 to 80% of most merchants' sales volume.

The Customer Charge Plan

THE SIMPLE FACTS AN EASY CHARGE PROGRAM

Look through the enclosed materials, and you'll see there are three sets of applications. One is for Shaklee, one is for American Express, and one is for Wells Fargo, the vendor we have selected as your VISA/MasterCard processor. Wells Fargo and American Express, like Shaklee, have excellent reputations for quality customer service.

Convenient

Here's how the charge plan works. Each time a customer uses a charge card as payment, you fill out a sales voucher and dial a toll-free 800 number to authorize the sale. The rest is handled for you. Give your customer one copy of the sales voucher and file the others in a secure manner.

Efficient

Reimbursement for your sales will be automatically deposited directly into your bank account within three to five days. Plus, both Wells Fargo and American Express will send you regular statements, so you can keep track of all of your transactions.

An average charge card purchase is 14% higher than a check and 57% higher than cash.

Competitive

The Customer Charge Plan offers a competitive processing fee rate of 2.62%* for Visa and Mastercard and 2.53%* for American Express. The fee for an unqualified transaction for Visa and Mastercard is 3.62%*. **A small monthly fee, and per transaction cost**, as with many other plans, is automatically deducted from your bank account each month.

More impulse sales are made with charge cards.

Affordable

Best of all, it costs just \$60 to apply for the Customer Charge Plan. There are no additional application costs or annual renewal fees. What's more, once you're accepted, you'll receive a free Starter Kit with everything you need to begin accepting charge cards immediately.

** Rates are subject to an annual adjustment and may decrease or increase slightly.*

The Customer Charge Plan

APPLY TODAY

HERE'S ALL YOU NEED TO DO

1. Carefully read the agreement and all applications.
2. Fill out all the applications, and make copies for your files.
3. Mail the applications, along with a check for \$60 payable to Shaklee U.S., and a voided check to:

*Shaklee U.S., Inc.,
Attn: Customer Charge Plan, P-110
4747 Willow Road
Pleasanton, CA 94588*

Once you're accepted into the Plan, you'll receive your *free* Starter Kit that contains everything you need to immediately begin accepting VISA, MasterCard, and American Express Cards, as well as suggestions on how to communicate your new merchant status to your customers. Of course, the sooner you send in your applications, the sooner you can begin accepting charge cards... so mail yours today!

Q. Does this Plan affect the way I purchase products from Shaklee?

A. You'll continue to purchase products the way you always have. This new program allows you to accept your customers' VISA, MasterCard, or American Express Cards to purchase products from you. Think of it as a business tool that will help you increase your sales while giving your customers more convenience.

Q. What else do I need to know about the Plan?

A. To be accepted into the Customer Charge Plan, you must be a Business Leader in good standing and you'll need to pass a credit check. If you are ineligible to participate at this time, Shaklee will reimburse you \$40 of your application fee. If you are accepted in the plan, you should also know that at some point, you may be responsible for what's called a "chargeback." Like a check, a charged purchase is not always fully guaranteed. It's important to follow the procedures in the Wells Fargo and American Express contracts in order to minimize chargeback risks, so please read them carefully.

Q. Who should I contact if I have additional questions?

A. E-mail the Shaklee Customer Charge Plan Help Line at customerchargeplan@shaklee.com, or call Field Support at 925.734.3636.



Shaklee Customer Charge Plan e-mail: customerchargeplan@shaklee.com
Shaklee Corporation
Hacienda Campus
4747 Willow Road
Pleasanton, CA 94588-2740

Dear Shaklee Independent Distributor:

Thank you for your interest in Shaklee's Customer Charge Plan, a valuable business tool that gives you, as a Shaklee Merchant, the ability to accept your customer's credit cards (VISA®, MasterCard®, and American Express®), for their purchase of Shaklee products directly from you. How exciting! You are on the right path allowing your business to become more convenient, efficient, competitive and affordable to your customers.

The Customer Charge Plan is good business. As a charge plan merchant, you ensure that your customers see you as a credible, established business professional, and you will find that many of your customers will *prefer* to shop with a charge card. It eliminates the checkbook hassle; there are no worries about having enough cash, and a monthly statement is a convenient and helpful record of your customers' transactions.

- **The Plan is convenient.** Each time your customer uses a charge card for payment, you fill out a sales slip and dial a toll-free number for authorization. On that same phone call, after obtaining the authorization number, you submit your sale. It's that easy.
- **The Plan is efficient.** Reimbursements for your sales are automatically deposited directly into your bank account within three to five business days.
- **The Plan is competitive.** The Discount Processing Rate is currently 2.62%* for Visa/MasterCard and these rates are automatically deducted from your bank account monthly. The American Express Rate is 2.53%*. The American Express fee is taken out prior to the depositing of each transaction. **Unqualified transaction, no authorization & chargeback fees apply. Fees are subject to increase or decrease at any time.*
- **The Plan is affordable.** \$60 is the low application-processing fee (if for any reason you are not approved \$40 will be refunded to you). If you should decide to cancel during the approval process or after the approval process, the \$60 application-processing fee is non-refundable.

REQUIREMENTS:

- All Shaklee Customer Charge Plan applicants must be a Business Leader in good standing with Shaklee.
 1. No A/R balance for prior month, no exceptions.
 2. No returned checks in last six months from date of application.
 3. Approval is based on discretion of financial institutions in conjunction with your credit report.

Please note: If you have been approved for the Shaklee Customer Charge Plan in the past and would like to reactivate your merchant account, you may do so by e-mailing customerchargeplan@shaklee.com, for additional information on this process. The above requirements apply to new accounts only and there are no refunds on application processing fees for reactivations that are not approved.

GETTING STARTED:

Please be advised that only individuals of the Distributorship who are on record with Shaklee may complete the applications and agreements enclosed, call for status on a submitted application, or utilize the Customer Charge Plan Program if approved. In addition, you may not belong to two (2) different merchant programs at one time with Shaklee. By signing the Shaklee Application and Agreement, you are agreeing that no dual processing will be conducted. You must cancel any merchant programs prior to applying with Shaklee.

Prior to completing and sending the enclosed forms, please read the “Frequently Asked Questions & Instructions” to assist you in correctly completing the enclosed forms and applications. In addition, by signing the enclosed forms and applications, you are acknowledging that you have read and agree to all the terms and conditions stated in these documents. Please take a moment now to read the “Frequently Asked Questions & Instructions” and please use them as a guide while you complete each form.

Frequently Asked Questions & Instructions

1. Customer Charge Plan Application and Participation Agreement

(This application is your agreement with Shaklee.)

Q: How do we choose which section to check and complete as my business?

A: If you are listed with Shaklee as only yourself, you are a Sole Proprietorship. If you are listed with both you and your spouse, you are a Husband-and-Wife Team and this will require both signatures. If you are a partnership, corporation, or LLC you will complete the appropriate sections C or D.

Q: If we are listed as a fictitious name, or DBA (Doing Business As), with Shaklee, but only my spouse and I are in the DBA, do we complete section B, Husband-and-Wife Team or C, Partnership?

A: If you are a Husband-and-Wife Team listed as DBA and have no other partners in your business, you may complete sections “B.” If your DBA is more than a Husband-and-Wife Team team and includes partners, the agreement must be completed using section “C” only.

Q: How do I complete the DBA (Doing Business As) and EIN (Employer Identification Number) area of the application?

A: If you do not have a DBA with Shaklee, leave this area blank. If you do not have a DBA related to Shaklee you would not have an EIN. Please leave that area blank also. You should complete these sections only if you have a DBA that is filed with the IRS and issued through your local city, or county, and this is currently your primary listing with Shaklee.

2. Wells Fargo Merchant Services/Shaklee Distributor Account Setup Information

(This is your agreement with the processor Wells Fargo Merchant Services)

Q: What is My Distributor Name?

A: This is how you are listed with Shaklee. If you are listed as a DBA, this is where the Primary 1 and Primary 2 Independent Distributors will list their first and last names.

Q: How do I complete the DBA and Federal ID area of the application?

A: If you do not have a DBA with Shaklee, leave this area blank. If you do not have a DBA related to Shaklee you would not have a Federal ID on file with Shaklee. Please leave this area blank as well. You may complete these sections only if you have a DBA that is filed with the IRS and issued through your local city, or county, and this is currently your primary reference listing with Shaklee.

Q: Whose Social Security Number do I use? My spouse’s or mine? My partner’s or mine?

A: You must use the Social Security Number that is on file as “Primary 1” with Shaklee.

Q: Do we have to use the same bank account that we currently have listed with Shaklee?

A: No. Shaklee does not process your EFT, Wells Fargo financial institution processes your banking credits and debits for the Shaklee Customer Charge Plan. Therefore, you may elect to use whatever bank account you wish, with any bank you elect. Your routing is the first group of numbers on the left of your check, account is the next group of numbers. Please do not omit “Zeros” before any numbers on your VOIDED check. You must enclose one VOIDED check with this application.

Q: Required Signatures

A: Husband-and-Wife Team, both parties must sign. Partnerships and Corporations, if more than 2 in partnership or corporation, the first four individuals with the greatest ownership in business must sign (all records are checked for accuracy by Shaklee).

Q: Title

A: All titles must reflect "Owner" unless business is a partnership or corporation. If your business is a partnership, then appropriate title must reflect "partnership." If your business is a corporation then your title must reflect appropriate "officers" titles within your corporation.

3. Applicable Fees Form

Q: What Are Applicable Fees?

A: The Applicable Fees Form is your acknowledgement that you understand the discount rate and processing fees for VISA, MasterCard and American Express on every gross sale. These are the fees you will pay to participate within this merchant program. VISA® and MasterCard® are currently 2.62%*, and American Express is 2.53%*. (*Non-qualifying transactions will have a 1% surcharge assessed in addition to the discount rate. Discount rates & processing fees and structures may decrease or increase at any time). Please be advised that an \$8 surcharge fee will be assessed for chargebacks and chargeback reversals.

4. American Express Application

Section 1: Business Name, Address & History

Q: Choose your business listing.

A: If you are a Husband-and-Wife team you will check "partnership" on this form only. If you are a partnership, check "partnership". If you are a corporation, check "corporation."

Q: What do I put for the Full Legal Name of: Corporation, Partnership or Proprietorship?

A: Please list the primary signers first and last name (There will be only one name listed here. For example, Jane Smith).

Q: How do I complete the DBA and Federal ID area of this application?

A: If you do not have a DBA with Shaklee, leave this area blank. If you do not have a DBA related to Shaklee, you would not have a Federal ID with Shaklee either. Please leave this area blank as well. You may complete these sections only if you have a DBA that is filed with the IRS and issued through you local city, or county, and this is currently your primary reference listing with Shaklee.

Q: What if my business address is out of my home?

A: This is where you will list your business information. You MUST complete this section even if your business is run out of your home.

Q: Have you previously Processed as an American Express Merchant?

A: If you have previously processed as an American Express Merchant under the Shaklee Program or you have had the ability to accept American Express credit cards through a different merchant program, you MUST list your old merchant number here.

Q: What year did my business start?

A: Your business started on your application effective date with Shaklee.

Section 2: Authorized Signer Information

Q: Name of Authorized Signer, title, home address, SSN, your personal American Express Credit Card number (if you have one) & signature.

A: You will list the first and last name of the Distributor that is the "Primary 1" listed with Shaklee. If your business is out of your home, you may be duplicating your address, phone, fax and e-mail as above, however this information must be completed even if it is duplicating information you have already completed in section 1. Social Security Number must match your personal SSN that is "Primary 1" listed with Shaklee. If you have a personal American Express Card, please list your account number in this section. You must sign, date and print your name and title. All titles on this form must reflect "Owner" unless your business is a corporation then your title must reflect appropriate "officers" title within your corporation.

Section 3: Processing & Your Banking Information

Q: Do I need to attach two (2) voided checks with the application I am sending in?

A: No. You are only required to send in one (1) voided check with your Shaklee Customer Charge Plan Application Packet. Shaklee will be happy to make the additional copy of your voided check for American Express.

Q: Do we have to use the same bank account that we currently have listed with Shaklee?

A: No. Shaklee does not process your EFT, Wells Fargo financial institution processes your banking credits and debits for the Shaklee Customer Charge Plan. Therefore, you may elect to use whatever bank account you wish with any bank you elect. Your routing is the first group of numbers on the left of your check, account is the next group of numbers. Please do not omit "Zeros" before any numbers on your VOIDED check. You must enclose one VOIDED check with this application.

PREPARE YOUR APPLICATIONS FOR MAILING:

1. **Did you carefully read everything in this envelope? If yes, see Step two (2). If no, please read all materials enclosed then proceed to Step two (2).**
2. **Make copies of all signed, dated, and completed applications for your files PRIOR to sending in.**
3. **Include the following: (Incomplete applications will be returned, or result in added delays):**
 - **MONEY ORDER FOR \$60** (Application Processing Fee) Make payable to SHAKLEE U.S., Inc. Please write your Shaklee ID in the memo area of this payment. Your applications will be returned immediately, if payment is not enclosed.
 - **ONE VOIDED CHECK** A voided check is a blank check with the word VOID written across the top and your Shaklee ID listed in the memo area for the account and bank you are electing.
 - **Mail back all the completed applications included in your Customer Charge Plan Packet:**
 1. The Customer Charge Plan Application and Participation Agreement
 2. Wells Fargo/Shaklee Distributor Account Setup
 3. Applicable Fees Form
 4. American Express Service Establishment Status Form

MAIL ALL APPLICATIONS & REQUIREMENTS TO THE FOLLOWING ADDRESS:

Customer Charge Plan
Shaklee U.S., Inc., P-110
4747 Willow Road
Pleasanton, CA 94588

We hope the "Frequently Asked Questions & Instructions" assist you in completing and expediting your applications enclosed within this packet. Please be advised the application processing time frame is six to eight weeks for approval. We look forward to your participation in this exciting and growing program. The Shaklee Customer Charge Plan welcomes any additional questions you may have. You may inquire by e-mail at customerchargeplan@shakleecom.

Sincerely,

Shaklee Customer Charge Plan
Shaklee U.S., Inc.

CUSTOMER CHARGE PLAN APPLICATION AND PARTICIPATION AGREEMENT

I, _____, currently am a Shaklee Independent Distributor (“Distributor”) in good standing.

My Distributor ID Number is _____.

I conduct my business in the following form (check one and fill in the required information):

A. AS A SOLE PROPRIETORSHIP

My Social Security Number is: _____

Name of DBA (“Doing Business As”) if one is used: _____

Employer Identification Number: _____ (if DBA has one)

B. AS A HUSBAND-AND-WIFE TEAM

Husband’s Social Security Number: _____

Wife’s Social Security Number: _____

Name of DBA if one is used: _____

Employer Identification Number: _____ (if DBA has one)

[Note: The actions of either husband or wife bind the other party, as well as the Distributorship entity itself.]

C. AS A PARTNERSHIP

Name of Partnership: _____

Employer Identification Number: _____

Name of Active Partner executing this Agreement: _____

Social Security Number: _____

[Note: If more than one individual (other than a Husband-and-Wife team) is in your business, and you have not incorporated the business, you should check this box. A partner must execute this Agreement on behalf of the partnership. All partners are Active Partners and are jointly and severally liable for the partnership’s obligations under this Agreement.]

D. AS A CORPORATION OR LIMITED LIABILITY COMPANY

Name of Corporation: _____

Employer Identification Number: _____

Name and Title of Officer executing this Agreement: _____

Social Security Number: _____

[Note: If your business is a corporation, an officer of this corporation must execute this Agreement on behalf of the corporation, and such officer — or at least one Active Guarantor — must also execute this Agreement as a guarantor, personally guaranteeing the obligations of the corporation under this Agreement.]

In this Agreement, all references to “I,” “me,” and words of similar import, refer to me if I run my business as a sole proprietorship and otherwise are to the entity named above.

I wish to apply to participate in the credit card plan (which will be referred to in this Agreement as the “Customer Charge Plan”) arranged by Shaklee U.S., Inc. (which will be referred to in this Agreement as “Shaklee”), and offered by Wells Fargo Bank Merchant Services, National Association (which will be referred to in this Agreement as “Wells Fargo”). I understand that if I am accepted into this Customer Charge Plan, I will be given “merchant” status by Wells Fargo. “Merchant” status means I will be able to accept Visa® and MasterCard® credit cards for sales to my customers of Shaklee® products or products authorized by Shaklee to be sold through its Independent Distributors (which will be referred to in this Agreement as “Shaklee Products”).

I hereby agree, and, if Shaklee accepts my application and signs this Agreement, Shaklee agrees, to all of the following provisions:

I. APPLICATION FOR PARTICIPATION IN THE CUSTOMER CHARGE PLAN

- 1.1 Application.** I hereby apply to participate in the Customer Charge Plan by providing Shaklee with the following:
(a) One signed copy of this Agreement, and (b) A sixty dollar (\$60) application fee. I hereby represent that I currently am a Distributor in good standing. I understand that Shaklee will have no obligation to accept this application and that Wells Fargo has no obligation to approve my participation in the Customer Charge Plan. I understand that by signing this Agreement I agree to abide by all of the terms of this Agreement.
- 1.2 Credit History.** After receipt of this application and from time to time thereafter during my participation in the Customer Charge Plan, I authorize Shaklee and any of its parent, subsidiary, or affiliated corporations or any agent thereof to request a credit report regarding me from any financial institution or credit reporting agency and, if Shaklee believes it is appropriate, to conduct any additional inquiry or review. I understand and agree that Shaklee must be fully satisfied with my credit history before it approves me for, and at all times during, my participation in the Customer Charge Plan.
- 1.3 Approval by Wells Fargo.** As part of applying to Shaklee for acceptance into the Customer Charge Plan, I agree to sign a copy of the Credit Card Merchant Agreement between Wells Fargo and me supplied by Shaklee to me in connection with this Application (which will be referred to in this Agreement as the "Credit Card Merchant Agreement") and deliver the signed copy to Shaklee. Shaklee will submit the executed Credit Card Merchant Agreement form to Wells Fargo for approval. Wells Fargo must approve my participation in the Customer Charge Plan before I can participate in the Customer Charge Plan.
- 1.4 Failure to Be Accepted Into the Customer Charge Plan.** If I am not accepted into the Customer Charge Plan, I understand Shaklee will refund forty dollars (\$40) of my sixty dollar (\$60) application fee.

II. CREDIT CARD MERCHANT AGREEMENT

- 2.1 Performance of Credit Card Merchant Agreement.** I understand that my ability to accept Visa® and MasterCard® credit cards is granted by Wells Fargo under the Credit Card Merchant Agreement, not by Shaklee under this Agreement. I also understand that the Credit Card Merchant Agreement governs many aspects of the acceptance of Visa and MasterCard credit cards by me and my right to receive payment from Wells Fargo for sales drafts that are submitted to them. I agree to perform all of the obligations I have under the Credit Card Merchant Agreement, and I understand that failure to do so could result in my termination from the Customer Charge Plan and nonpayment of sales drafts which are submitted to Wells Fargo.

III. ACCEPTANCE OF CREDIT CARDS

- 3.1 Criteria for Acceptance.** I agree to comply with all of the conditions for acceptance of Visa and MasterCard credit cards that are set forth in the Credit Card Merchant Agreement. I also agree to obtain an authorization number from Wells Fargo or their agents or subcontractors for each credit card sale by using the procedures that are issued from time to time by Wells Fargo. I agree not to accept any credit card for which I cannot obtain such an authorization number.
- 3.2 Acceptance Limited to Sales of Shaklee® Products.** I understand that Shaklee has arranged the Customer Charge Plan in order to promote the sale of Shaklee Products. I agree to accept Visa and MasterCard credit cards under the Customer Charge Plan only for the purchase of Shaklee Products.

IV. SUBMISSION OF SALES DRAFTS FOR PAYMENT

- 4.1 Rejection of Sales Drafts.** I understand that Shaklee will have the right to reject any sales draft that does not satisfy the requirements contained in the Credit Card Merchant Agreement or that for any other reason does not meet Shaklee's criteria for acceptance, including failure to conform with any of the requirements of this Agreement. I will not receive any payment for sales drafts that are rejected by Shaklee.

V. PAYMENT

- 5.1 Payments for Sales Drafts.** For each sales draft submitted to Wells Fargo, Wells Fargo will pay me in the amount and in the manner specified in the Credit Card Merchant Agreement. No payments for any sales drafts submitted by me will be paid by Shaklee.
- 5.2 Payments to Wells Fargo.** I understand that in connection with the processing of sales drafts, "Chargebacks" may occur from time to time. A Chargeback is a refund required of me, in accordance with specific Visa/MasterCard regulations, of payments previously made to me by Wells Fargo in connection with a credit card transaction. In addition, Wells Fargo may impose "penalties" or "fines" on me that are associated with Chargebacks, as provided for in the Credit Card Merchant Agreement. If Wells Fargo notifies Shaklee that I am required to reimburse Wells Fargo for any Chargeback, or to pay any such penalties or fines to Wells Fargo, and I do not do so in the manner described in the Credit Card Merchant Agreement, I authorize Shaklee to deduct such amount on my Shaklee Distributor Account (with an appropriate description thereof) from any amounts that Shaklee owes me at that time or at any later time (including, without limitation, any amounts that Shaklee owes me for bonuses earned for sales of Shaklee Products), or to collect such amount directly from me, and to pay such amounts to Wells Fargo. I understand and agree that interest may be charged on any delinquent amount I owe to Wells Fargo. I acknowledge that I will not be entitled to any payments from Shaklee for any amounts Shaklee owes me until the full amount that I owe Wells Fargo has been paid.

5.3 Resolution of Chargebacks. I understand that Shaklee will cooperate in assisting me to resolve Chargebacks with Wells Fargo. I further understand, however, that I, not Shaklee, am ultimately responsible to Wells Fargo for resolving or paying all Chargebacks.

VI. TERM OF AGREEMENT

6.1 Term. This Agreement will continue until terminated under Sections 6.2 or 6.3.

6.2 Automatic Termination. This Agreement will terminate automatically and immediately if at any time I cease to be a Distributor or my Credit Card Merchant Agreement with Wells Fargo is terminated.

6.3 Elective Termination. I and Shaklee will each have the right to terminate this Agreement at any time by giving written notice to the other party as described in section 8.1. The date of termination will be the date on which the notice is deemed to be received by the receiving party under Section 8.1.

6.4 Effect of Termination. I acknowledge that Wells Fargo will not process any sales drafts received from me after the date of termination of this Agreement. I agree that any sales drafts submitted by me prior to the date of termination will continue to be governed by the terms of this Agreement after the Agreement has terminated. I further agree that the authorization of Shaklee to deduct amounts which I owe Wells Fargo from payments Shaklee owes to me as provided in this Agreement will continue after the termination of this Agreement until all such amounts have been paid by me. In addition, the remedies and indemnification provisions in Part VII of this Agreement will continue after termination of this Agreement. I acknowledge that termination of this Agreement will automatically terminate the Credit Card Merchant Agreement.

VII. REMEDIES AND INDEMNIFICATION

7.1 Remedies of Shaklee For My Breach of This Agreement. If I breach any of my obligations contained in this Agreement, Shaklee will have all rights provided by law or in equity for such breach including, without limitation, the right to collect damages caused by my breach.

7.2 Indemnification of Shaklee. I understand that Shaklee is helping to arrange the Customer Charge Plan for the benefit of me and other Distributors. In addition, Shaklee will be providing limited administrative services in order to help facilitate the operation of the Customer Charge Plan. In order to keep the costs of this program low and eliminate the possibility of unexpected liability to Shaklee arising out of these limited activities, I agree to indemnify Shaklee, its parents, subsidiaries and affiliates, and any director, officer, employee, or agent thereof, against any and all claims, actions, losses, costs (including reasonable attorneys' fees), liabilities, and damages arising in any way out of my actions or inactions in connection with the Customer Charge Plan.

VIII. MISCELLANEOUS

8.1 Notice. All notices under this Agreement will be properly given only if made in writing and addressed to the appropriate party at the party's address set forth on the signature page of this Agreement, and sent by one of the following means: deposited in the United States mail, postage pre-paid, certified with return receipt requested; sent by telecopy; or delivered by hand. Any notice will be deemed given or made:

- (a) If mailed, as of five (5) Business Days after being deposited in the United States mail;
- (b) If sent by telecopy, as of one (1) Business Day after transmission; and
- (c) If hand delivered, on the day of delivery.

For purposes of this Agreement, "Business Day" means any calendar day other than a Saturday, Sunday, or holiday. I or Shaklee may designate a new address for the giving of notices by giving the other party written notice of such change. Routine communications made in connection with the transmission and processing of sales drafts will not require notice as provided in this Section 8.1 and may be given in such manner and to such persons as may be customary or practicable, and will be deemed made upon receipt.

8.2 Attorneys' Fees. If either I or Shaklee brings any legal action relating to this Agreement, the unsuccessful party in the action will pay the other party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred by the successful party in such action and in any appeal in connection with the action.

8.3 Binding Effect and Assignment. This Agreement will be binding upon and inure to the benefit of both parties and their respective successors and assigns, provided, however, that I will not assign or otherwise convey any of my rights under this Agreement without the prior written consent of Shaklee.

8.4 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Agreement. Any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Shaklee and I hereby waive any provision of law that renders any provision of this Agreement prohibited or unenforceable in any respect.

- 8.5 Amendment.** No waiver, alteration, modification, or termination of this Agreement or any of the provisions of the Agreement, will be binding unless made in writing and duly executed by both Shaklee and me.
- 8.6 Headings.** The headings of this Agreement are for convenience of reference only and will not modify, define, or limit any of the terms or provisions of this Agreement.
- 8.7 Waiver.** The waiver by either Shaklee or me of a breach of any provision of this Agreement will not be deemed a continuing waiver or waiver of any subsequent breach, whether of the same or another provision of this Agreement.
- 8.8 Governing Law.** This Agreement in all respects shall be governed by, and construed in accordance with, the laws of the State of California.
- 8.9 Entire Agreement.** This Agreement constitutes and contains the entire agreement of Shaklee and me with respect to the subject matter of this Agreement and collectively supersedes any and all prior negotiations, correspondence, understandings, and agreements respecting the subject matter of this Agreement.
- 8.10 Relationship of Parties.** The relationship of Shaklee and me under this Agreement shall be solely that of independent contractors. Each of us retains complete control over, and complete responsibility for, our own operations. Nothing contained in this Agreement will be construed to make either of us a partner, joint venturer, agent, employee, or other representative of the other party.
- 8.11 Counterparts.** This Agreement may be executed in any number of separate counterparts and all of the counterparts taken together will be deemed to constitute one and the same instrument.

Application Date: _____

SHAKLEE U.S., Inc. a Delaware corporation

ADDRESS FOR NOTICES TO DISTRIBUTORS:

Street _____ Apt # _____

By: _____

City _____ State _____ Zip _____

Its: _____

Fax Number: _____

Acceptance Date: _____

Email address: _____

ADDRESS FOR NOTICES TO SHAKLEE:

Shaklee U.S., Inc. 4747 Willow Road, P-110, Pleasanton, CA 94588
 Attention: Field Support, Fax Number: 1-(877)-235-1018

A. IF A SOLE PROPRIETORSHIP, SIGN IN THE FOLLOWING SPACE:

Signature of Distributor _____

[Print Name] _____

B. IF A HUSBAND-AND-WIFE TEAM, SIGN IN THE FOLLOWING SPACES:

Signature of Distributor _____ [Print Name] _____

Signature of Distributor (Spouse) _____ [Print Name] _____

C. IF A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAME OF PARTNERSHIP: _____

By: [Signature of Active Partner] _____

[Print Name of Active Partner] _____

D. IF A CORPORATION, COMPLETE THE FOLLOWING:

NAME OF CORPORATION: _____

By: [Signature of Officer] _____

[Print Name and Title of Officer] _____

The undersigned hereby personally guarantees performance of all of the obligations of the foregoing Corporation under this Agreement

Signature of Distributor _____

[Print Name] _____

[Note: The person who signs as an officer of the Corporation, or one or more Active Guarantors for the Corporation, must also sign here in his or her personal capacity, guaranteeing the Corporation's obligations.]

Wells Fargo Merchant Services



Shaklee Distributor Account Setup Information

Distributor Name _____

DBA _____

Address _____

City _____ State _____ Zip _____

Phone _____ Social Security Number _____ - _____ - _____

Please list your Federal ID (if your DBA has one): _____

Please provide the name of the bank and account information for the account that you wish to have credited for Visa and MasterCard sales.

Please attach a voided check for verification.

Bank Name _____

City _____ State _____ Zip _____

Checking Account # _____ Bank Transit Routing # _____

Application Agreement Acceptance and Personal Guaranty - Owners' Signatures Required

I (includes each person who signs the Application Agreement) certify that I am authorized to sign this Application Agreement with Wells Fargo Merchant Services, L.L.C. ("WFMS") and Wells Fargo Bank, N.A. for the processing and collection of transactions (hereinafter referred to as the "Services" and/or the "Merchant Program") and that all information and documents submitted are true, correct, and complete. I further warrant and represent that I am an authorized representative and agent of the business named on this Application Agreement (the "Client") and that I have the legal authority to legally bind the Client to this contract. In consideration of the Services to be provided by WFMS and Wells Fargo Bank, N.A., I agree that upon final approval of this Application Agreement, the Client will be legally bound by all terms and conditions herein. I further understand and agree that, upon approval of this Application Agreement, I/Client will receive a copy of the Merchant Agreement and Operating Procedures Guide (the "Merchant Agreement") and that any use, either individually or by any authorized representative on behalf of the Client, of the Services described herein and/or in the Merchant Agreement, will constitute Client's acceptance of, and will legally bind client to, all obligations, terms and conditions in the Merchant Agreement. I authorize WFMS and/or its agent(s) to investigate the individual and business history of Client and each representative signing below, including investigative credit reports and individual consumer reports, in order to evaluate acceptability into the merchant program and if accepted, from time to time thereafter and to report credit information to others. I further agree to notify WFMS promptly of any material change in such information. Client and each of its undersigned representatives agree that all business references, including banks, may release any and all credit and financial information to WFMS and that all information supplied by Client in the application or otherwise may be shared with WFMS's affiliates. Client acknowledges that acceptance into the Merchant program is subject to final evaluation and approval by WFMS. Any unilateral alteration or modification made by the Client to the preprinted text of the merchant program shall be of no effect whatsoever and, at WFMS's discretion, may render the merchant program invalid. The initial term of the Merchant Program shall be one (1) year.

PERSONAL GUARANTY: I also in my individual capacity (even though I use a title or other designation with my signature) jointly and severally unconditionally guarantee and promise to pay to WFMS all indebtedness of the Client at any time arising under or relating to this application and merchant program, as well as any extensions, modifications, or renewals thereof. As guarantor, I waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment, (ii) any defense arising by reason of any defense of the Client or other guarantor; and (iii) the right to require WFMS to proceed against Client or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify guarantor of any additional indebtedness incurred by the Client, or of any changes in the Client's financial condition. I also authorize WFMS, without notice or consent, to (i) extend, modify, compromise, accelerate, renew, or otherwise change the terms of the guaranteed indebtedness, (ii) proceed against one or more guarantors without proceeding against the Client or another guarantor, and (iii) release or substitute any party to the indebtedness or this guaranty. I agree (i) I will pay WFMS's costs and attorneys' fees in enforcing this guaranty, (ii) this guaranty will be governed by California law, and (iii) this guaranty shall benefit WFMS and its successors and assigns.

Sign below. My signature indicates I, in my individual capacity (even though I use a title or other designation with my signature) and the Client through me as its authorized representative, have read, understood, and agree to be bound by the above terms and conditions, including the guaranty and the entire Application Agreement. I agree and understand that if the Client is not an individual person, such as, without limitation, a corporation, partnership, or limited liability company, then the four persons with the greatest ownership in the Client (or the greatest number if less than four) will be required to sign below in their individual and personal capacities and not as agents of the Client.

Owner _____ Title _____ Date _____

Owner _____ Title _____ Date _____

Owner _____ Title _____ Date _____

Owner _____ Title _____ Date _____

APPLICABLE FEES FORM

Merchant Name: _____

(This is how you are listed with Shaklee.)

Shaklee ID: _____

Nine digit Shaklee ID: _____

(This is either your Social Security Number or you Federal Tax ID#, whichever is the primary listed with Shaklee.)

- A \$5 Monthly Maintenance Fee will be charged for all Customer Charge Plan participants, regardless of whether or not there is activity for the month.
- An \$8 fee will be assessed for each Chargeback & Chargeback reversal.

ELECTRONIC TICKET CAPTURE PROCESSING

- **2.62 % Discount Rate: Visa[®], MasterCard[®] (Qualified Transactions)**
- **2.53% Discount Rate: American Express[®], plus \$0.15 per transaction fee on each transaction processed (Qualified Transactions)**
- **3.62% Discount Rate: Visa, MasterCard & American Express: Non-Qualified/Unauthorized Transactions & Verbal Authorizations.** All Non-Qualifying/Unauthorized Transactions and Verbal Authorizations will have a 1% surcharge assessed in addition to the discount rate as noted above.

Merchant Signature: _____

Merchant Signature: _____

“Owner”

Date: _____

American Express Merchant Account Application Please complete all information below.

SHAKLEE INDEPENDENT DISTRIBUTORS

This application needs to be filled out by the person authorized to make financial decisions for your business (Authorized Signer). **Please print, complete this entire application, and return with all other required forms, including a voided check, to apply for participation in the Shaklee Customer Charge Plan.**

If you have any questions, please e-mail: customerchargeplan@shaklee.com.

BUSINESS NAME, ADDRESS, HISTORY

Corporation Partnership Proprietorship State of Incorporation _____

Full legal name of corporation, partnership or proprietorship _____

Doing business as (DBA, Trade Name) _____

Social Security # _____

Business Address _____ Franchise/Chain Affiliation SHAKLEE _____

City _____ State _____ Zip _____

Business Phone _____ Fax _____

Contact Name (if different) _____ Position _____

E-mail _____

Have you previously processed as an American Express® Merchant ? Yes No

 If yes, American Express Merchant # _____

Year business started? _____

AUTHORIZED SIGNER INFO

Name of Authorized Signer* _____ **Title** (e.g., Owner) _____

Home Address of Authorized Signer _____

City _____ State _____ Zip _____ Home Phone _____

Authorized Signer's SS # _____ Authorized Signer's American Express Card # (if you have one) _____

* The Authorized Signer understands and agrees that an investigative or consumer report about the commercial and/or personal finances of the legal entity making this application and/or the Authorized Signer may be requested from a consumer and/or commercial credit reporting agency or other investigative agency.

Signature of Authorized Signer _____ **Date** _____

Authorized Signer, Print Name _____ **Title** OWNER _____

PROCESSING AND YOUR BANKING INFO

Authorized Processor: FDMS Terminal Provider/ Bank Name: Wells Fargo Processor ID Number: In Process	<u>YOU MUST COMPLETE THE FOLLOWING INFORMATION:</u> Bank Name _____ City _____ State _____ Zip _____ Bank Transit Routing Number (nine digits) _____ Account Number _____
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This is an application only and does not bind American Express to permit you to accept American Express Cards. The Shaklee Customer Charge Plan will notify you when your Shaklee Customer Charge Plan has been approved.

CAP # 504-480-3781
AFFIL. 02
INDUSTRY CODE 499
FLOOR LIMIT 0
SIGNINGS CODE 6

