

# Independent Promoter Application - "I'm a 3!"

Scan and email to [info@vi.com](mailto:info@vi.com)

## SELECT PROMOTER SYSTEM

### BASIC

**\$79** + YOUR NEON PURCHASE



INCLUDES PRODUCT SAMPLER

### NEON EXECUTIVE PROMOTER SYSTEM

RETAIL VALUE \$647  
**\$499**



FASTEST WAY TO QUALIFY FOR:

WEEKLY BONUS POOLS RISINGSTAR BANNERCLUB & MORE

**4 CASES**  
+100 product points

### NEON STAR PROMOTER SYSTEM

RETAIL VALUE \$2,041  
**\$999**



100 PRODUCT POINTS

**14 CASES**  
+100 product points

## SELECT AUTOSHIP ORDER

2 CASES **\$134 CAD**  
(118QV / 88BV)

5 CASES **\$335 CAD**  
(295QV / 221BV)

10 CASES **\$569 CAD**  
(499QV / 374BV)  
*Exclusively for EPS/Star promoters*

**Best Value**

Other Quantity

How many cases?

#  qty

**\$67 CAD per case**

### SELECT YOUR MONTHLY AUTOSHIP

HAVE YOUR ORDER CONVENIENTLY SHIPPED TO YOUR DOOR  
No commitment. Change or cancel any time.

### SELECT YOUR AUTOSHIP DATE:

5th  12th  19th of each month

ONE-TIME

Executive enrollment Autoship orders will be processed and shipped starting the next month on the selected date. Basic enrollment Autoship orders will be processed and shipped with your enrollment package. If selected date lands on a weekend or holiday, orders will be processed on the last business day prior.

## Vi-Net PRO \$29 PER MONTH

Fuel your success promoting NEON Energy Club with Vi-Net® Pro. Access Vi Training for hours of video tips and inspiration from top Promoters and leadership authors, manage your business anywhere and use cutting-edge marketing tools right from the palm of your hand with Vi-Net® Mobile, accessible by any smartphone.

Your Vi-Net Username and Password will be sent to you via email.

All Promoter Systems include an automatic subscription to Vi-Net Pro and Success Club for \$29/mo! To change or cancel, call ViSalus Customer Service at 1.877.VISALUS

### ADDITIONAL PRODUCTS

	WHOLESALE PRICE	QTY	AUTOSHIP
Challenge Executive Promoter System	\$499		<input type="checkbox"/>
Challenge Star Promoter System	\$999		<input type="checkbox"/>
Balance Kit	\$49		<input type="checkbox"/>
Shape Kit	\$99		<input type="checkbox"/>
Fuel Kit	\$149		<input type="checkbox"/>
Core Kit	\$199		<input type="checkbox"/>
Transformation Kit	\$249		<input type="checkbox"/>
Fit Kit	\$299		<input type="checkbox"/>

See Product Price Sheet for Item Numbers and pricing information.

## Enroller ID # Enroller Name:

The Enroller is an existing ViSalus Independent Promoter (VIP) who refers a new VIP. The Enroller can place the new VIP anywhere in the depth of his/her organization. Once the enrollment process is complete the Enroller can add/change sponsor information in the "Waiting Room" found in Vi-Net.

Last Name:  First Name:

Birth Date: / / SSN or Tax ID:  Gender:  Male  Female

Company Name\*:

*\*If doing business as a legal entity, complete and attach the Company Enrollment Form. (Required)*

Home Phone #:  Mobile Phone #:

Mobile Phone Provider: Required for ViSalus Mobile Updates (SMS)

E-mail Address:

YES, I would like to receive receive ViSalus News & Updates via:\*\* Check at least one

Phone  Email  Mobile Text Message (SMS)  None

Language Preference:  English  Spanish  Both

Shipping/Mailing Address:

City:  State:  Zip:

### Billing Information:

Full Name on Credit Card:

Credit Card Number:

Expiration Date: / / Security Code:

Card Type:  Visa  MasterCard  American Express  Diners Club  Discover

Cardholder Signature:

I authorize ViSalus to charge my account for the amount listed. I promise to pay such amount to and in agreement governing the use of such card. I understand that ViSalus will apply taxes, shipping and handling charges to my order. If the order is Autoship or a monthly Vi-Net Subscription, I authorize ViSalus to ship/charge these products monthly. Cancellations must be submitted at least 5 days prior to the Autoship date or Vi-Net billing date.

### Billing Address:

City:  State:  Zip:

I understand that to become an Independent Promoter (IP) of ViSalus I am only required to submit this Agreement. I further acknowledge that my advancement in the ViSalus marketing plan is based solely upon the sales of ViSalus product. My purchase of sales aids or training material, or attendance at training classes, is strictly optional and at my discretion. I also understand that if I choose to enroll or sponsor other individuals to participate in ViSalus' marketing plan, I will only be compensated based upon the activities of other IPs to the extent of their sales made to customers.

\*\* Communication preferences can be managed in Vi-Net under Account Settings.

By my signature below, I acknowledge that I have carefully read this Agreement, and I am willing to accept the terms and conditions herein and on the reverse side. I understand that the terms of this document shall be a binding Agreement between ViSalus and me upon receipt of this Agreement. I have read and understand ViSalus' Policies and Procedures and Compensation Plan, which are incorporated by reference herein, and agree to abide by them and any amendments thereto which may be made from time-to-time.

I UNDERSTAND THAT I MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION AT ANY TIME, FOR ANY REASON. I UNDERSTAND THAT MY NOTICE OF CANCELLATION MUST BE SUBMITTED IN WRITING TO THE COMPANY AT ITS PRINCIPAL BUSINESS ADDRESS. PLEASE SEE OTHER SIDE FOR TERMS.

Applicant Signature:

Date:

CA • ENG

340 E. Big Beaver Rd Suite 400, Troy, MI 48083 • Customer Service 1.877.VISALUS • [vi.com](http://vi.com)  
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# Independent Promoter Application - "I'm a 3!"

Fax Form to 1.877.547.1570

## BY JOINING VISALUS THESE ARE THE TERMS YOU HAVE AGREED TO. REFER TO THE POLICIES AND PROCEDURES FOR DETAILED INFORMATION.

1. I acknowledge that I am 18 years of age or older.
2. I understand and acknowledge that this Agreement is not binding until received and accepted by VISALUS.
3. I agree that as a Promoter, I am responsible for determining my own business activities and that I am not an agent, employee or legal representative of VISALUS. I am responsible for the payment of all federal and provincial employment taxes and any other tax required under any federal, provincial, territorial, or regulatory law. In the event that I fail to provide VISALUS a valid Social Insurance Number or Business Number, VISALUS may withhold commissions due to me until a valid number is provided.
4. I understand that I am not being sold a franchise or business opportunity.
5. I may terminate this Agreement for any reason, at any time, by giving VISALUS prior written notice. VISALUS may terminate this Agreement in writing upon violation of policies and procedures or in the event I violate any part of this Agreement. In such event, no further commissions will be paid by VISALUS. To terminate this Agreement, I must mail or deliver personally to VISALUS, a signed, dated written notice of cancellation sent to: 340 E. Big Beaver Rd Suite 400, Troy, MI 48083
6. I agree that as a VISALUS Promoter, I shall place primary emphasis upon the sale of Products and Services to non-Promoter consumers as a condition of my receipt of commissions. Commissions I receive will be based upon fulfilling certain terms of qualification as set forth by the Marketing Program and Incentive Program as may be amended from time to time. A three dollar and ninety-nine cent (\$3.99) processing fee will apply to all payments.
7. I agree to keep accurate records and to abide by all federal, provincial, territorial and local laws and regulations governing the sale or solicitation of the products and services marketed by VISALUS including, but not limited to, any and all permits and licenses required to perform under this Agreement.
8. I understand that a ninety-nine dollar (\$99.00) Administration Fee will be charged annually to my credit card on file with VISALUS. This fee is for services, which include, but are not limited to, downline reporting, customer tracking and accounting services. The Administration Fee will be charged in the month of my enrollment anniversary and if not paid will result in my Promotership being placed on Financial Hold for up to 120 days. If the Administration Fee remains unpaid 120 days after it was due, my Promotership will be terminated and I will forfeit any commissions that were held since the time I was placed on Financial Hold. If my Promotership is terminated, I understand that I must re-enroll as a brand new Promoter and will not be placed back in my original spot if I wish to pursue the VISALUS opportunity.
9. I agree that VISALUS shall not be liable under any circumstances for any damage or loss of any kind, including indirect, special, punitive, compensatory, or consequential damages, losses or profits which may result from any cause, including but not limited to, breach of warranty, delay, act, error or omission of VISALUS, or in the event of discontinuation or modification of a product or service offered by VISALUS.
10. VISALUS shall periodically make sales literature and/or promotional materials available. However, I am under no obligation to purchase any materials or literature at any time. Refunds shall not be allowed under any circumstances, including, but not limited to, termination of this Agreement, obsolescence of such sales literature or promotional materials, or any other reason. Except as specified in paragraph 33.
11. I agree that as a Promoter, this Agreement grants me the limited authority to promote and sell the products VISALUS markets subject to the terms and conditions established by VISALUS.
12. During the term of this Agreement and for one (1) year thereafter, I agree not to, directly or indirectly, make any false, misleading, negative or disparaging statements or comments to anyone about ViSalus, its affiliates or any of their respective products, services, programs, owners, officers, directors, employees, contractors or independent promoters. I agree that I will operate in a lawful, ethical and moral manner and will not engage in or perform any misleading, deceptive or unethical practices. In the event I violate any of these conditions, my position may be terminated without further payment or compensation of any kind.
13. I acknowledge that I am responsible for supervising and supporting Promoters I sponsor into the program and in my commissionable network. I agree to maintain monthly communication and support to those individuals in my commissionable network through written or verbal communication and attendance at meetings.
14. I acknowledge that VISALUS expressly reserves all proprietary rights to the company's trademarks, tradenames, logos ("Proprietary Marks") and copyrighted materials. I understand, acknowledge and agree that any monies which I pay VISALUS are in consideration of my receiving a non-exclusive license, during the term of this Agreement to use the Proprietary Marks of VISALUS as stipulated in the Policies and Procedures and in conjunction with the marketing program provided to me. I further agree that I will not use VISALUS Proprietary Marks in any form whatsoever except as permitted in writing by VISALUS or in advertising or promotion materials provided, designed or published by VISALUS. I understand that I may not photocopy or duplicate any materials provided by or purchased from VISALUS without written authorization and that the unauthorized use of any Proprietary Mark is a violation of federal law and this Agreement, constituting grounds for termination of this Agreement by VISALUS.
15. I understand that as a Promoter, I am free to select my own means, methods and manner of operation and that I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement and VISALUS Policies and Procedures.
16. I acknowledge that I am not guaranteed any income nor am I assured any profits or success. I certify that no claims of guaranteed profits or representations of expected earnings that might result from my efforts have been made by VISALUS or any VISALUS Promoters. In this connection, I shall not represent directly or indirectly that any person may, can or will earn any stated gross or net amount, nor that sponsorship of others is easy to secure or retain, or that substantially all Promoters will succeed. I acknowledge that I have the right to sign up as many personal customers as I wish. I will receive a commission each month from my personal customers' purchases and my downline network in accordance with the VISALUS Incentive Program then in effect.
17. I agree to indemnify and hold harmless VISALUS from any and all claims losses, damages and expenses, including any attorney's fees, arising out of my actions or conduct in violation of this Agreement, Incentive Program or any Policy or Procedure of VISALUS. I agree that in order to recoup any damages and expenses it has incurred due to such violation(s), VISALUS may offset any commissions or other payments due me. In the event a dispute arises as to the respective rights, duties and obligations under this Agreement, Incentive Program or the Policies and Procedures of VISALUS, it is agreed that such disputes shall be exclusively resolved in the Circuit Court for Oakland County, State of Michigan, or Federal Court located in Detroit, Michigan. Michigan and U.S. Federal law shall apply to the resolution of all disputes.
18. I acknowledge that I have read and fully understand the VISALUS Policies and Procedures and Incentive Program, which are incorporated herein by reference and are binding upon me. In order to maintain a viable marketing program and to comply with changes in federal, provincial, territorial, or local laws or economic conditions, VISALUS may revise its Incentive Program and Policies and Procedures from time to time. All changes thereto shall be effective upon verbal or written notice to me and become a binding part of this Agreement. The home office prior to use or publication must approve all advertisements using the Proprietary Marks of VISALUS.
19. I acknowledge that this Agreement, Incentive Program and the Policies and Procedures incorporated herein by reference, constitute the entire Agreement between the parties and shall not be modified or amended except in writing signed by VISALUS. This Agreement shall be binding upon and inure to the benefit of heirs, successors, and permitted assigns of the parties hereto. If any provision of the Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby.
20. I acknowledge that VISALUS reserves the right, in its sole discretion, to assign this Agreement and its rights and obligations hereunder in any sale, transfer, or assignment which is made (i) pursuant to the sale of all or substantially all of ViSalus' assets of business, or (ii) pursuant to any sale, transfer, or assignment of this agreement to any affiliated or related entity (including any parent or subsidiary entity).
21. I agree to abide by the terms of the noninterference and non-disclosure policy of VISALUS.
22. During the term of this Agreement (and any renewals), I will not sell any other products for any entity competing with VISALUS. I agree that I no longer promote any other organization that utilizes a multi-tiered Incentive Program.
23. During the term of this Agreement (and any renewals) and for one (1) year thereafter, I will not solicit, recruit, or hire, VISALUS employees or Promoters, whether active or inactive, to participate in a network marketing program whether or not such marketing program offers products.
24. During the term of this Agreement (and any renewals) and for one (1) year thereafter, I will not solicit any customer/client, potential customer/client or maturing business opportunity of VISALUS in order to attempt to direct any of the same away from VISALUS.
25. During the term of this Agreement (and any renewals) and for one (1) year thereafter, I will not induce or persuade any customer/client, potential customer/client, supplier, agent or other person under contract or otherwise associated or doing business with VISALUS to reduce or alter any such association or business with VISALUS.
26. For the purpose of paragraphs 26 and 27 I agree that the definition of customer/client, potential customer/client, maturing business opportunity supplier and agent shall include only those parties with whom I have had dealings by virtue of my contractual relationship herein within the preceding twelve (12) months.
27. I agree to hold in strict confidence the business and affairs of VISALUS and I shall not during the term of this Agreement (and any renewals) or at any time thereafter directly or indirectly disclose to any third party or use for any other purpose than that of VISALUS, information which in the reasonable judgment of a person engaged in the industry would be considered to be confidential. Without limiting the generality of the foregoing, confidential information shall include information respecting the identity of customers/clients or prospective customers/clients, information with respect to the pricing or timing of any contracts, information relating to existing or potential suppliers, markets, marketing plans, programs, requirements, strategies, concepts, ideas, products, apparatus, devices, materials, technology, know-how, data, processes, inventions, developments, formulations, compounds, applications, methods of manufacture as well as the similar confidential information of third parties that VISALUS has agreed to keep confidential.
28. I agree that the provisions of paragraphs 23 to 27 of this Agreement shall survive the termination of this Agreement and shall be enforceable notwithstanding the existence of any claim or cause of action which I may have against VISALUS. I acknowledge that a breach of the provisions of paragraphs 23 to 27 of this Agreement will give rise to irreparable harm and injury non-compensable in damages. Accordingly, in addition to the immediate termination of my Promotership and payments of any kind owing to me, VISALUS may seek and obtain injunctive relief against the breach or threatened breach of the foregoing provisions in addition to any other legal remedies which may be available.
29. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.
30. I understand that if for any reason a VIP violates any of the terms of the Agreement and/or these Policies and Procedures, VISALUS reserves the right to immediately deactivate or terminate the VIP's position. Such action by VISALUS will terminate any and all rights of the VIP and any further payments of any kind and is effective at the time of said violation.
31. VISALUS Executive and Business Opportunity Return Policy: An Independent Promoter who cancels their Promotership within 30 days of enrollment may return unused products from the Promoter Systems which are unopened and in resalable condition. A refund will be issued for the value of the Business Opportunity (\$49) and the value of unused and saleable products up to \$450. If an Independent Promoter cancels their Promotership within their first year but more than 30 days after their enrollment date, the same guidelines apply however returned, saleable products will result in a product credit equal to the discounted value of those products (up to \$450) rather than a refund and will be subject to a restocking fee.