

## INDEPENDENT CONSULTANT APPLICATION AND AGREEMENT

APPLICANT INFORMATION	SPONSOR INFORMATION
Name: _____	Name: _____
Social Security or Individual Tax ID Number: _____	ID Number: _____
Address: _____	Address: _____
City, State, and Zip Code: _____	City, State, and Zip Code: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Planned date for Launch Swiss Herbal Spa: ____ / ____ / ____	Sponsor's Signature: _____
	I agree to fulfill the obligations as the Sponsor of the applicant as described in the SwissJust Policies and Procedures. I have provided the most current version of the Policies and Procedures and the SwissJust Career Plan to the Applicant prior to his/her signing the Agreement.

CONSULTANT KIT		
<p>Each Applicant must purchase a SwissJust Consultant Kit (optional in North Dakota). The Kit contains a selection of Just™ product samples as well as the necessary tools, brochures, and documents to help you get your SwissJust business launched.</p> <p style="text-align: center;"> <input type="checkbox"/> Kit in Spanish    <input type="checkbox"/> Kit in English         </p>	<b>Consultant Kit</b> <b>Local Sales Tax</b> <b>Total Due</b>	<b>SPA Business Kit Virtual Business Kit</b> <b>\$189.00      \$80.00</b> <b>\$ _____ \$ _____</b> <b>\$ _____ \$ _____</b>

Credit Card Information	
Name as it appears on the card: _____ Billing Address: _____ City: _____ State: _____ Zip: _____ Authorized Signature: _____ Today's Date: _____	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> MasterCard  <input type="checkbox"/> American Express             </div> <div> <input type="checkbox"/> Visa  <input type="checkbox"/> Discover             </div> </div> Card Number: _____ Security Code: _____ Expiration Date (MM/YYYY): _____
<p><b>By signing above, I authorize SwissJust to charge my credit card for all orders and payments indicated on this Application Agreement.</b></p>	

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (five days for Alaska residents). See the reverse side of this form for an explanation of this right.**

**I have carefully read the terms and conditions on the back of this Application and Agreement, the SwissJust Policies and Procedures, and the SwissJust Career Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my SwissJust independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.**

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

Please Fax both the front and the back of the completed signed original Application and Agreement to (305) 599-1520.

\* By entering my Social Security (or Independent Tax Identification Number, if applicable) on this Consultant Application and Agreement, I certify that this number is my correct taxpayer identification number. I have not been a SwissJust Consultant within the past six months. I understand that any intentional misrepresentation of any information I provide on this Consultant Application and Agreement may result in action by SwissJust, up to and including termination of this Agreement.

TERMS AND CONDITIONS

1. I understand that as a SwissJust Consultant:  
a. I have the right to offer for sale SwissJust and Just™ products and services in accordance with these Terms and Conditions.  
b. I have the right to enroll persons in SwissJust.  
c. If qualified, I have the right to earn commissions pursuant to the SwissJust Career Plan.

2. I agree to present the SwissJust Career Plan and SwissJust and Just™ products and services as set forth in official SwissJust literature. 3. I agree that as a SwissJust Consultant I am an independent contractor, and not an employee, partner, legal representative, or franchisee of SwissJust. 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 SWISSJUST FOR FEDERAL OR STATE TAX PURPOSES. SwissJust is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. 4. I have carefully read and agree to comply with the SwissJust Policies and Procedures and the SwissJust Career 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 SwissJust. I understand that these Terms and Conditions, the SwissJust Policies and Procedures, or the SwissJust Career Plan may be amended at the sole discretion of SwissJust, and I agree to abide by all such amendments. Notification of amendments shall be posted on the SwissJust website. Amendments shall become effective 30 days after publication. The continuation of my SwissJust 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 from the date of its acceptance by SwissJust and shall automatically renew for successive one year terms unless either party notifies the other that it does not wish to renew the Agreement at least 30 days prior to the anniversary date. There is no renewal fee required. I understand that if I choose not to renew my SwissJust business, or if it is canceled or terminated for any reason, that I will permanently lose all rights as a Consultant. In that event, I shall not be eligible to sell SwissJust or Just™ products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or nonrenewal, I waive all rights I have, 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. SwissJust reserves the right to terminate all Consultant 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. Consultant may cancel this Agreement at any time, and for any reason, upon written notice to SwissJust at its principal business address. SwissJust may cancel this Agreement for any reason upon 30 days advance written notice to Consultant. 6. I understand that this is a contract for my personal services. I agree that I may not assign any rights or delegate my duties under the Agreement. Any attempt to transfer or assign the Agreement renders the Agreement voidable at the option of SwissJust and may result in termination of the Agreement. 7. I understand that if I fail to comply with the terms of the Agreement, SwissJust 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. SwissJust, 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 SwissJust 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 SwissJust and its affiliates from all liability arising from or relating to the promotion or operation of my SwissJust business and any activities related to it (e.g., the presentation of Just™ products or the SwissJust Career Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify SwissJust 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 SwissJust at its discretion, constitutes the entire contract between SwissJust 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 SwissJust of any breach of the Agreement must be in writing and signed by an authorized officer of SwissJust. Waiver by SwissJust of any breach of the Agreement by me 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 State of Florida without regard to principles of conflicts of laws. All disputes and claims relating to SwissJust, the Consultant Agreement, the SwissJust Career Plan or its products and services, the rights and obligations of an independent Consultant and SwissJust, or any other claims or causes of action relating to the performance of either an independent Consultant or SwissJust under the Agreement or the SwissJust Policies and Procedures shall be settled totally and finally by arbitration in Miami, Florida, or such other location as

SwissJust prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. 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 SwissJust 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 its 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 federal or state court in Miami-Dade County, State of Florida, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. 14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law. 15. Montana Residents: A Montana resident may cancel his or her Consultant Agreement within 15 days from the date of enrollment, and may return his or her Consultant Kit for a full refund within such time period. 16. If a Consultant wishes to bring an action against SwissJust 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 SwissJust for such act or omission. Consultant waives all claims that any other statute of limitation apply. 17. I authorize SwissJust to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use. 18. A faxed copy of the Agreement shall be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

DATE of Transaction: \_\_\_\_\_  
**You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). 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 SwissJust, 8308 NW 30th Terrace, Doral, FL 33122 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.**

I HEREBY CANCEL THIS TRANSACTION.

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