

Non-Profit Application Form–Associate

OR OFFICE	USE ONLY/
ACCOUNT	NUMBER

2

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Select the Registration Pack on the Associate Application and Agreement.

Name	
Basic Registration Pack	

Price \$O

Associate Information

"Mail To" Information "Ship To" Information (if different from "mail to")

Provide accurate information to be assured your orders and checks can be delivered correctly. "Mail To" information must be submitted in writing to Mannatech, Incorporated. "Ship To" information may be changed through the Mannatech website, **Mannatech.com**, or by calling Customer Care at (800) 281-4469.

Sponsor Information Enroller Information

Sponsor and Enroller Information must be filled in before submission of the Application. Speak with the person who contacted you about Mannatech about filling in this information.

Authorization (your signature is required)

You must first read and understand the "U.S. Associate Terms and Conditions" on page three of this document, and then sign the application.

Submitting Your Application

Bv PHONE: Call 972-471-7875

By FAX:

Fax the completed Application to 972-471-8191. Include payment information with your order. If ordering by fax, do not fax twice or mail hard copy of order to Mannatech.

By MAIL:

Send the completed Application with payment information to:

Mannatech, Incorporated Attn: Business Systems 600 S. Royal Lane, Suite 200 Coppell, TX 75019

Join the Mannatech Family	
Name Basic Registration Pack	<u>Price</u> \$0

SPONSOR INFORMATION

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FIRST NAME	FIRST NAME							

ENROLLER INFORMATION

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Associate Information FEDERAL TAX I.D. NUMBER: NAME OF NON-PROFIT ORGANIZATION CONTACT PERSON LAST NAME FIRST NAME (NAME IS REQUIRED FOR PROCESSING) LANGUAGE PREFERENCE ENGLISH FRENCH SPANISH "MAIL TO" INFORMATION STREET ADDRESS (USE THIS LINE AND THE LINE BELOW IF MORE SPACE IS NEEDED)

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Authorization your signature is required

NON-PROFIT ENTITY NAME

By signing below, we apply to become an Associate with Mannatech, Incorporated, and agree to abide by the terms and conditions as stated on page three of this document. We understand a copy of our Non-Profit Certificate must accompany the registration form.

TITLE OF SIGNEE

SIGNATURE

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3

DATE





- Upon acceptance of this application by Mannatech, Incorporated ("Mannatech" or "Company"), signed submission of the Non-Profit Business Form and the issuance of an account number, we are authorized as an Associate as of the date of this Associate Application & Agreement. The term of this agreement is one year.
- 2. As an Independent Associate, we must submit a valid tax identification number (or its equivalent) before being issued a Company Account Number.

The Company is not responsible for withholding, and shall not withhold or deduct from our bonuses and commissions, if any, FICA or taxes of any kind, unless such withholding becomes legally required. We agree to be bound by all sales tax collection agreements between the Company and all appropriate taxing jurisdictions, and all related rules and procedures. The company accepts Non-Profit organizations. The Non-Profit is responsible for adhering to their by-laws to ensure they can earn commissions and receive a yearly 1099.

- 3. We understand that as an Independent Associate:
 - a. We have the right to purchase products and services from the Company at Associate cost.
 - We have the right to offer for sale Mannatech products and services in accordance with these Terms and Conditions.
 - c. We have the right to register persons in Mannatech.
 - d. We are an Independent Contractor and not an employee, agent, partner, legal representative or franchisee of Mannatech. We are not authorized to and will not incur any debt, expense or obligation or open any checking account on behalf of, for, or in the name of the Company. We agree that we will be solely responsible for paying all expenses that we may incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. WE UNDERSTAND THAT WE SHALL BE TREATED AS AN INDEPENDENT CONTRACTOR OF MANNATECH FOR ALL PURPOSES, INCLUDING FOR FEDERAL OR STATE TAX PURPOSES.
 - e. We will develop and service personal customers as stated in the Mannatech Compensation Plan. We will use the Retail Sales Invoice (Mannatech Online Document 1805901) provided by the Company, which outlines the date of the sale, the name and address of the merchant, buyer's right to cancel statement (part of these Terms and Conditions), and address where the buyer can send the cancellation notice for the sale of Mannatech products. We understand that we must keep accurate records of retail sales, and that the Company may periodically ask us to provide documentation of such sales to the Company.
 - f. We will use only the sales contracts and order forms that are provided by the Company for the sale of its products, and we will follow all Policies & Procedures established by the Company for the completion and processing of such contracts and orders.
 - g. We will use only Company-approved promotional materials when representing the Company, offering the business opportunity, compensation plan, training other Associates and/or making representations as to the products. We agree to present the Mannatech Compensation Plan and Mannatech products and services, as set forth in official Company literature. We will make no claims, statements, disclosures, representations or warranties regarding potential income, earnings, products, or services that are not printed in the Company's literature in either selling the products or in meeting with prospective Associates.
 - h. In order to be eligible to receive bonuses and commissions, we will order only enough products for a fourweek period to reasonably fill our needs and/or we will resell at least 70% of all products or services that we purchase from Mannatech. All products purchased will be for sale to or use by an end-consumer, and we will not purchase any products or service solely for the purpose of qualifying for overrides, commissions or bonuses.
 - i. If we fail to annually renew our Mannatech Associateship, we understand that we will lose certain rights as an Independent Associate, including rights to our downline organization, bonuses and commissions pursuant to the Mannatech Compensation Plan until such time that we have renewed our position in accordance with the terms of the then-current Compensation Plan.
- j. Non-Profit organizations must disclose in their promotional materials all costs, fees and commissions to persons joining as Independent Associates.

- k. Non-Profit Disclosure to persons of the membership status: The Member must understand they are agreeing to become a part of the Mannatech Non-Profit Member program. The Member may make a one-time order or agree to participate in the Automatic Order program. The Member has a right to terminate an Automatic Order or their position at any time. The Member must understand a portion of their order is paid to the Non-Profit organization. Members may decide at any time to become Independent Associates and are eligible for the Satisfaction Guarantee per our Policies & Procedures.
- 4. We may not assign any rights or delegate our duties under this Agreement without the prior written consent of the Company. Any attempt to transfer or assign this Agreement without the express written consent of the Company renders this Agreement voidable at the option of the Company and may result in termination of this Agreement.
- 5. We will comply with all federal, state, county and municipal laws, ordinances, rules and regulations and will make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
- 6. This Associate Application Agreement, inclusive of the Associate Policies & Procedures and Mannatech Compensation Plan ("Agreement"), constitutes the entire contract between Mannatech and us. Any promises, representations, offers or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies & Procedures), this Associate Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein.
- 7. We agree to carefully READ and COMPLY with the Mannatech Associate Policies & Procedures and the Mannatech Compensation Plan, both of which are incorporated into and made a part of this Agreement. We understand that these Terms and Conditions, the Mannatech Policies & Procedures, or the Mannatech Compensation Plan (all of which are collectively referred to as the "Agreement") may be amended from time to time, and we agree that any revisions or amendments shall become binding for us upon the publication of such revisions on Mannatech Online Documents or as officially announced in any Company communication. The continuation of our Mannatech Associateship or our acceptance of bonuses or commissions shall constitute our acceptance of this Agreement, and any and all amendments. We understand that we must be in good standing, and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from Mannatech. We understand that we shall control the manner and means by which we operate our Mannatech business, subject to our compliance with the Agreement. In the event that a provision of this 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.
- 8. To the extent permitted by law, the Company, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as "affiliates") shall not be liable for, and we release the Company and its affiliates from and waive, all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by us as a result of: (a) our breach of this Agreement or the Mannatech Policies & Procedures; (b) the promotion or operation of our Associateship and any activities related to it (e.g., the presentation of Mannatech products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect or wrong data or information provided by us; or (d) the failure to provide any information or data necessary for Mannatech to operate its business, including without limitation, our registration and acceptance into the Mannatech Compensation Plan or the payment of commissions or bonuses. We agree that the entire liability of the Company and its affiliates for any reason whatsoever related to the relationship between us and the Company, including, but not limited to, any cause of action in contract, tort or equity, shall not exceed and shall be limited to the value of the products we have purchased from the Company under this Agreement or any other agreement that are in resalable condition.

- 9. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Except as set forth in the Mannatech Policies & Procedures, all disputes and claims relating to the Agreement, the Company the Application, or its products and services, the rights and obligations of an Independent Associate or the Company under the Agreement shall be settled totally and finally by arbitration in Dallas, Texas, or such other location as the Company prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration rules of the American Arbitration Association. If an Associate files a claim or counterclaim against the Company, an Associate shall do so on an individual basis and not with any other Associate or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement.
- Non-Profit organizations must confirm the organizational by-laws allow the use of proprietary information for fundraising purposes through a network marketing method, and that there are no restrictions precluding offering the opportunity to become Members/Independent Associates to the organization's donor database.

Notice of Cancellation

You, the buyer, may CANCEL this transaction, without any penalty or obligation, at any time prior to midnight of the THIRD BUSINESS DAY after the date of this transaction. If you cancel, any property traded in, any payments made by you under this 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 cancelled. 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 for all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of the Cancellation Notice or any other written notice, to the address in this contract NOT LATER THAN MIDNIGHT of the Third Business Day after the date of this transaction. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery. By signing below, you agree that you have read and understand the statements above and the requirements of Mannatech regarding accuracy of representations regarding its products, the Policies & Procedures and Mannatech Compensation Plan ("Agreement").

DATE

Mannatech, Incorporated 600 S. Royal Lane, Suite 200 Coppell, TX 75019 (972) 471-8111