

**Independent Pet Consultant Application and Agreement**

***Applicant Information***

**Date** \_\_\_\_\_

Name	SSN:	
email address		
Telephone	Cell	Fax
Street Address		
City	State	Zip

**Commented [SR1]:** PROGRAMMER NOTE: The date should be automatically filled in by the system.

***Sponsor Information***

Name	ID No.
Tel.	email

***NéVetica Sales Kit***

Applicants must purchase a NéVetica Sales Kit (optional in ND). It includes the first six months of your technology fees.

Sales Kit	\$
Shipping & Handling	\$
Sales Tax	\$
<hr/>	
<b>Total</b>	\$

***Automatic Annual Renewal***

Your technology fees (replicated website and back office) are included in your initial sales kit charge. **Thereafter, there is a monthly \$\_\_\_\_\_ technology fee that will automatically be billed to your credit card listed below.** If you fail to pay the technology fee your NéVetica business will be suspended for one month and will be cancelled if you do not pay your technology fee (including past due amounts) in the subsequent month.

***Payment Information***

**Please charge my order to the following credit card:**

MasterCard     Visa     American Express

Card No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

**Name as it appears on card**

**Billing Address** (if different from above) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## Terms & Conditions

1. I understand that as an Independent Consultant (“Consultant”) for NéVetica International, LLC. (hereinafter “NéVetica”):

a. I have the right to sell, and solicit orders for, NéVetica products and services in accordance with these Terms and Conditions. I understand that it is within the exclusive right of NéVetica to accept or reject orders that I submit.

b. I have the right to enroll persons as Consultants in NéVetica.

c. If qualified, I have the right to earn commissions pursuant to the NéVetica Compensation Plan.

2. I agree to present the NéVetica Compensation Plan and NéVetica products and services as set forth in official NéVetica literature.

3. I agree that as a NéVetica Consultant I am an independent contractor, and not an employee, partner, legal representative, or franchisee of NéVetica. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF NÉVETICA FOR FEDERAL OR STATE TAX PURPOSES. NéVetica is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers compensation or unemployment security benefits of any kind from NéVetica.** I certify that:

• The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

• I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue

Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

• I am a U.S. citizen or other U.S. person. An “other U.S. person” is:

o An individual who is a U.S. citizen or U.S. resident alien,

o A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

o An estate (other than a foreign estate), or

o A domestic trust.

4. I have carefully read and agree to comply with the NéVetica Policies and Procedures, the NéVetica Compensation 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”). If I have not yet reviewed the Policies and Procedures and/or compensation plan at the time I execute this Agreement, I understand that they are posted in my Back-Office. I will review them within five days from the date on which I execute this Agreement. If I do not agree to the Policies and Procedures or the compensation plan, my sole recourse is to notify the company and cancel my NéVetica Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures and compensation plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from NéVetica. I understand that the Agreement, as well as the monthly technology fee, may be amended at the sole discretion of NéVetica, and I agree to abide by all such amendments. Notification of amendments shall be posted in my NéVetica Back-Office. Amendments shall become effective 30 days after notice of the amendments is posted but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my NéVetica business or my acceptance of bonuses or commissions after the effective date of amendments shall constitute my acceptance of all amendments.

5. The initial term of this agreement is six months (subject to prior cancellation pursuant to the Policies and Procedures). Thereafter, it is a month-to-month agreement and is automatically renewed each month upon payment of your monthly technology fee. If you miss a monthly technology fee payment your business will be placed on suspension. If you do not pay your technology fee in the subsequent month (as well as all past-due amounts), your NéVetica business will be cancelled. If your NéVetica business is canceled or terminated for any reason, you will permanently lose all rights as a Consultant. You shall not be eligible to sell NéVetica products and services nor shall you be eligible to receive commissions, bonuses, or other income resulting from your activities or the activities of your former downline sales organization. **In the event of cancellation, termination or nonrenewal, you waive all rights, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization.** NéVetica 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.

6. I may not assign any rights under the Agreement without the prior written consent of NéVetica. Any attempt to transfer or assign the Agreement without the express written consent of NéVetica renders the Agreement voidable at the option of NéVetica and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, NéVetica may impose upon me disciplinary sanctions as set forth in the Policies and Procedures.

8. Neither Party, its parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”), shall be liable to the other for consequential or exemplary damages for any claim or cause of action relating to the Agreement or the use of NéVetica’s products, even if the party has been advised of the likelihood of such damage.

**Commented [s2]:** PROGRAMMER NOTE: Be sure to set up the system so that: 1) Technology fee is NOT CHARGED for a consultant’s first 6 months. Thereafter, it is auto charged to their CC each month. If their CC charge is declined then the system should send notice to the consultant and the biz goes is placed on suspension. If the card is declined or does not go thru the next month, AND the previous month is not also paid, then the biz gets cancelled and the system should send cancellation notice to the consultant.

9. The Agreement, in its current form and as amended by NéVetica at its discretion, constitutes the entire contract between NéVetica 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 either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and 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 severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.

12. If a dispute arises between a Consultant and NéVetica relating to the Agreement, the NéVetica business, or the rights and obligations of either party, the parties shall resolve the dispute as set forth in the Dispute Resolution provisions in the Policies and Procedures.

13. Maryland Residents: A participant may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant.

14. Montana Residents: A Montana resident may cancel his or her Consultant Agreement within 15 days from the date on which this application is submitted and may return his or her sales kit within such time period and is entitled to a full refund for the sales kit and for any other consideration he/she paid within such time period to participate in the program.

15. Louisiana, Massachusetts and Wyoming Residents: If you cancel your Consultant Agreement, upon receipt of your written request, NéVetica will refund 90% of the costs you have incurred to participate in the program during the current year.

16. Puerto Rico Residents: You may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Your cancellation must be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: (a) Reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; (c) Return 90% of any sum paid by you for the purpose of participating in the business.

17. I agree to release NéVetica and its affiliates from all liability arising from or relating to my promotion or operation of my NéVetica business and any activities related to it (e.g., the presentation of NéVetica products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify NéVetica for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

18. **A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address or via the Consultant's Back-Office.**

19. I grant NéVetica an irrevocable license to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished material.

20. I certify that I am at least 18 years of age.

I AGREE

DECLINE

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (5 business days for AK residents 15 business days for ND residents age 65 or over). See the receipt that will be emailed to you for an explanation of this right.**

**Commented [S3]:** Lance, remember – you were going to check with Trinity to see if Firestorm had the functionality to allow a consultant to cancel his/her business from the back office. If it does not have the functionality, this needs to be deleted.

**Commented [SR4]:** PROGRAMMER NOTE:

1.This MUST be in at least 10 Point bold font.