

# PURE HERBS, LTD. DISTRIBUTOR APPLICATION AGREEMENT

33410 STERLING PONDS BLVD., STERLING HEIGHTS, MI 48312

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WEB SITE ADDRESS: [www.pureherbs.com](http://www.pureherbs.com)

## **PLEASE READ THIS INFORMATION, THIS IS A LEGALLY BINDING CONTRACT!**

- 1.) For tax purposes, the applicant must provide the proper taxpayer identification number (this is normally the applicant's social security number). The taxpayer identification number must match the name on the application. Only one taxpayer identification number per household and/or business can be accepted. Application must have your signature and your social security number or Federal tax Id number in order to process.
- 2.) I am an independent contractor and not an employee, agent, or representative of PURE HERBS, LTD. Therefore, I am solely responsible for my own business.
- 3.) I will obey all laws pertaining to the operation of my business including, but not limited to, paying all fees and taxes due any local, state or federal agencies.
- 4.) I will purchase product and conduct my business according to the procedures published in the PURE HERBS, LTD. MARKETING PLAN.
- 5.) I will never make any claims, statements or advertisements concerning PURE HERBS, LTD. or any of its products except those that have been officially approved in writing by the company. I understand that herbs and PURE HERBS, LTD. herbal products are foods and should be represented as such. They cannot be used to treat or cure disease.
- 6.) Due to F.D.A. regulations regarding food products, PURE HERBS, LTD. has a no return policy. The exceptions are breakage and manufacturing defects. This policy is necessary, as the returned product must be destroyed.
- 7.) I may sponsor people into the PURE HERBS, LTD. DISTRIBUTION PROGRAM without cost or investment, provided PURE HERBS, LTD. accepts their application. PURE HERBS, LTD. reserves the right to deny any application.
- 8.) PURE HERBS, LTD. reserves the right to terminate this DISTRIBUTOR AGREEMENT, upon 30 days prior written notice, should the undersigned violate any of the terms and conditions of this DISTRIBUTOR AGREEMENT, any published rule of PURE HERBS, LTD., or any of the provisions of the PURE HERBS, LTD. MARKETING PLAN. Furthermore, PURE HERBS LTD., reserves the right to set off against any monies due and owing to the undersigned by PURE HERBS, LTD. any money due and owing by the undersigned downline or for any other violation of the undersigned of this DISTRIBUTOR AGREEMENT or the aforementioned published rules or MARKETING PLAN of PURE HERBS, LTD.
- 9.) PURE HERBS, LTD. reserves the right to amend the MARKETING PLAN upon 30 days notice to existing Distributors.
- 10.) PURE HERBS, LTD. HAS AN APPLICATION FEE OF \$35.00 (due when turning the application in to PURE HERBS, LTD.) and a yearly Distributor's renewal fee of \$20.00 (due each year following your initial sign up). This renewal fee shall be used to cover the costs of newsletters and materials sent to the Distributor. The applicant is responsible for mailing or faxing this Application Agreement and his/her application fee to the company. PURE HERBS, LTD. will not accept any altered Application Agreement Forms. Also, any incomplete application will be sent back to the applicant.
- 11.) I am eighteen years of age or older.
- 12.) Applications must be mailed or faxed. We cannot take phone applications.
- 13.) PHL has adopted, used and registered the trademark PURE HERBS, LTD.® This trademark and all variations and derivations thereof, including the term PURE HERBS, belong to and are the property of PHL. As such, no distributor shall include or use the name "Pure Herbs," or any variation or derivation thereof as part of the name of the distributor's corporation, limited liability company, partnership, assumed named, organization, domain name or website. Any improper use of this trademark shall constitute an infringement of PHL's trademark.
- 14.) All website, promotional and/or informational materials must clearly and prominently identify the distributor as an "independent distributor of Pure Herbs' products." Distributor shall not in any way use, issue or disseminate any promotional, informational or marketing materials that creates confusion or suggest that the customer or end user is dealing with PHL and not the distributor.
- 15.) Distributor shall only use information which has been approved by PHL when they are referring to, or describing, PHL, its products or any of its officers, directors, employees and/or agents. The purpose of this prohibition is to prohibit a distributor, either on their website or in their promotional/informational materials, from intentionally or unintentionally representing that PHL or any of its officers, directors, employees or agents are employees, directors, officers, consultants or agents of the distributor.
- 16.) While distributors may reproduce and disseminate the "Pure Herbs, Ltd.'s Distributor Application Agreement" as part of their website or promotional materials, they shall not alter the Application. Further, unless specially requested by the applicant, distributor shall not automatically fill in the sponsor's name on the application. All application fees received by distributor shall be immediately forwarded to PHL.
- 17.) Any distributor's website, advertising or promotional/informational materials that in any way identifies and references PHL's products must contain a clear and unambiguous disclaimer in bold face type that the information provided (a) is not intended to be a substitute for medical advice by a licensed physician; (b) that a person should consult a physician regularly in all matters and especially in matters of diagnosis, treatment or cure of diseases or other physical or mental conditions; (c) that the information has not been verified by the American Medical Association or the Food and Drug Administration; and (d) that PHL's herbal products are food and flavorings and cannot be used to treat or cure diseases. Distributors are strictly prohibited from making false or misleading statements or claims regarding any PHL products and shall not make any claims regarding the use or effectiveness of the products that has not been previously approved.
- 18.) So long as distributor is in strict compliance with this Agreement, distributor shall be entitled to provide a link to PHL's website on the distributor's website or in its information and promotional materials. The proper address for PHL's website is [www.pureherbs.com](http://www.pureherbs.com).

DATED February 1, 2010, at Sterling Heights, Michigan