



ASSOCIATE APPLICATION

6440 S. Millrock Drive, Suite 100, Salt Lake City, UT 84121
 Tel. (801) 973-7499 • Fax: (801) 618-3955 • <http://www.myasea.com>

APPLICANT INFORMATION

Name:	
Social Security or Federal Tax ID Number:	
Address:	
City, State/Zip Code:	
Phone:	Cell:
Email:	

Applicant Genealogy Placement (to be filled out by Sponsor)
 Place Applicant on my (mark one) Left Side Right Side

Placement ID: _____

Business Starter Kit \$30.00

OPTIONAL ENROLLMENT PACKS

Check			
<input type="checkbox"/> Pre-Launch Builder Pack	4 Cases of ASEA	\$400.00	
A \$110.00 SAVINGS!	and Starter Kit		
<input type="checkbox"/> Basic Plus	2 Cases of ASEA	\$240.00	
<input type="checkbox"/> Basic Pack	1 Case of ASEA	\$120.00	

Total \$ _____ **Plus shipping, handling and applicable sales tax**

AutoShip Order

YES Your Autoship will be sent out next month on the same day you enrolled.

Qty Cases of ASEA per-month \$120.00 per case

Plus shipping, sales tax and handling. See Autoship Terms & Conditions on Reverse.

SPONSOR INFORMATION

Name:	
User ID:	
Address:	
City, State/Zip Code:	
Phone:	Cell:
Email:	

Sponsor's Signature: _____

By signing this Application and Agreement, I agree to fulfill the obligations as the Sponsor of the Applicant as described in the ASEA Policies and Procedures. I certify that I have provided the most current version of the ASEA Policies and Procedures and Compensation Plan to the Applicant prior to his/her signing the Agreement.

Assumed Names, Corporations, Partnerships, or Trusts:

If your business will be operated as a business entity or under an assumed name (e.g., XYZ Enterprises), you must complete a Business Entity Application and submit it with this Application and Agreement.

Automatic Annual Renewal (optional)

You must renew your ASEA Associate agreement on each anniversary date of your agreement. If you do not renew on each anniversary date your Associate agreement will be cancelled and you will lose all rights as a ASEA Associate, including rights to future compensation. So that you do not inadvertently forget to renew and lose these benefits, ASEA Inc. offers an optional automatic renewal program. Your Associate agreement will automatically be renewed on each anniversary date and your renewal fees will be charged to your credit card. You will be notified at least 30 days before your credit card is charged.

- YES**, please automatically renew my Associate agreement on each anniversary date of my enrollment, and charge my renewal fee to my credit card.
- NO**, I do not wish to participate in the automatic renewal program. I understand that it is my responsibility to renew my agreement on or before each anniversary date.

Payment Information (please print) (Participation in the Automatic Annual Renewal Program and/or Autoship requires payment by credit card.)

I understand the only financial requirement to become an ASEA Associate is a \$30.00 USD application fee (plus any applicable tax) which may include a kit containing sales materials and other information. I understand this starter kit does not contain commissionable products and any products purchased in connection with becoming an ASEA Associate are optional. In addition, a yearly renewal fee of \$25.00 USD fee is required payable 12 months from sign up to continue as an ASEA Associate I authorize the \$30.00 USD application fee and the \$25.00 USD renewal fee(if applicable) to be charged to my credit card as they become due.

Option A: (check one) Visa Mastercard AMEX Discover

Credit Card Number	Expiration Date
Name (as shown on card)	Billing Address: City State/Province Zip/Postal Code Country

Signature _____

Option B: Personal Check/Money Order. Please make payable to ASEA LLC., attach to this form and mail to: ASEA LLC, 6440 S. Millrock Drive, Suite 100, Salt Lake City, UT 84121

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

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.

Applicant's Signature _____ Date _____

Mail the completed signed original Application and Agreement to: ASEA Associate Support Dept., 6440 S. Millrock Drive, Suite 100, Salt Lake City, UT 84121 or Fax to 801-618-3955. If application is faxed, you must fax both the front and back of the application.

ASEA Associate Terms and Conditions

1. I understand that as an **ASEA, LLC**. ("**ASEA**") independent Associate:

- I have the right to offer for sale ASEA products and services in accordance with these Terms and Conditions.
- I have the right to enroll persons in ASEA.
- If qualified, I have the right to earn commissions pursuant to the ASEA Compensation Plan.

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

3. I agree that as an ASEA Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of ASEA. 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 ASEA FOR FEDERAL OR STATE TAX PURPOSES. ASEA 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 ASEA Policies and Procedures and the ASEA Marketing and 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"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from ASEA. I understand that the ASEA Policies and Procedures and/or the ASEA Marketing and Compensation Plan may be amended at the sole discretion of ASEA, and I agree to abide by all such amendments. Notification of amendments shall be posted on ASEA's website. Amendments shall become effective 30 days after publication. The continuation of my ASEA 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 (subject to prior cancellation for inactivity pursuant to the Policies and Procedures). If I fail to annually renew my ASEA business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Associate. I shall not be eligible to sell ASEA products 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. ASEA reserves the right to terminate all Associate 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. Associate may cancel this Agreement at any time, and for any reason, upon written notice to ASEA at its principal business address. ASEA may cancel this Agreement for any reason upon 30 days advance written notice to Associate.

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

7. I understand that if I fail to comply with the terms of the Agreement, ASEA may, at its discretion, impose upon me disciplinary sanctions 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. ASEA, 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 ASEA 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 ASEA and its affiliates from all liability arising from or relating to the promotion or operation of my ASEA business and any activities related to it (e.g., the presentation of ASEA products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify ASEA 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 the Policies and Procedures and Compensation Plan may be amended by ASEA at its discretion, constitutes the entire contract between ASEA 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 ASEA of any breach of the Agreement must be in writing and signed by an authorized officer of ASEA. Waiver by ASEA 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 Utah without regard to principles of conflicts of laws. In the event of a dispute between an Associate and ASEA arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. ASEA shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an Associate. If the parties are unsuccessful

in resolving their dispute through mediation, the dispute and shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. Notwithstanding the foregoing, ASEA shall be entitled to bring an action before the State or Federal Courts in Salt Lake County, State of Utah, seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or associate lists as well as other trade secrets, trademarks, trade names, patents, and copyrights.

13. The parties consent to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah, for purposes of enforcing an award by an arbitrator, for an action by ASEA for equitable relief, 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 Associate Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.

16. If an Associate wishes to bring an action against ASEA 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, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against ASEA for such act or omission. Associate waives all claims that any other statute of limitations applies.

17. I authorize ASEA 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.

Autoship Terms & Conditions

1. By electing to participate in the ASEA Autoship Program, you authorize ASEA to charge payment for your Autoship orders to your credit card identified on the front of this Agreement, including shipping, handling and applicable sales taxes.

2. To change your Autoship order selections, method of payment, or the authorized amount, a new Autoship Form must be submitted to ASEA. If more than one Autoship Form has been submitted, the most recent will supersede all previous Autoship Forms. ASEA reserves the right to change its prices associated with its products without notice.

3. Your Autoship participation and payment authorization will remain in effect until you: (1) elect to alter or change any aspect thereof by submitting a new signed Autoship Form; or (2) send, in writing, your cancellation to ASEA by email, mail or fax to the email address, mailing address or fax number listed on the front of this Agreement (Notice must include your name, address, and Associate ID Number). Notice of cancellation must be received at least three (3) business days prior to your scheduled Autoship shipment in order to avoid charges for that month. If a cancellation notice is received within such time period, cancellation will become effective in month following the month in which your notice of cancellation is received by ASEA.

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 ASEA, 6440 S. Millrock Drive, Suite 100, Salt Lake City, UT 84121 NOT LATER THAN MIDNIGHT of the third business day following the date set forth on the front of this application.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____