

52 Discovery, Irvine CA 92618 • (949) 789-2000 • FAX (888) 564-5536 • www.nikken.com

**Type of application:**  Member  Consultant  
**Country:**  United States  Canada  
**Language:**  English  French  Spanish

How to reach me

Primary Applicant Name \_\_\_\_\_

Primary Applicant Social Security/Insurance Number *(Consultants only)* \_\_\_\_\_

Co-Applicant Name (if applicable) \_\_\_\_\_

Co-Applicant Social Security/Insurance Number *(Consultants only)* \_\_\_\_\_

Mailing Address \_\_\_\_\_ City, State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ County (US only) \_\_\_\_\_

Shipping Address \_\_\_\_\_ City, State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ County (US only) \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Sponsor Name \_\_\_\_\_ Sponsor's ID Number \_\_\_\_\_

I/we hereby acknowledge that I/we have read the Agreement on the reverse page and Nikken Policies and Procedures and agree to abide by all terms set forth in these documents, including any subsequent changes thereto. The Nikken Policies and Procedures can be found at myNikken.com. **Applicant and Co-Applicant must be at least 18 years of age.**

X \_\_\_\_\_ X \_\_\_\_\_

APPLICANT'S SIGNATURE CO-APPLICANT'S SIGNATURE (if applicable)

**Complete if using a business entity name:**

Name of Business Entity \_\_\_\_\_

Federal Tax ID #/Business #/EIN/FEIN \_\_\_\_\_

*Business entities must also submit DBA forms and other required documentation as stated in Nikken's Policies and Procedures. Forms available online at myNikken.com.*

How I'm getting started

**DISTRIBUTORSHIP**

**Required:**

Yes, I want to be a Nikken Independent Consultant. Please send me a business kit. US \$35.00 / CN \$38.00 plus shipping.

**Optional:**

<input type="checkbox"/> US 4062 / CN 4063	Business Starter Pack	US \$ 512.00 / CN \$ 556.08	Wt: 12 lbs.
<input type="checkbox"/> US 4064 / CN 4065	Business Builder Pack	US \$1,672.00 / CN \$1,798.57	Wt: 51 lbs.
<input type="checkbox"/> US 4066 / CN 4067	Business Professional Pack	US \$2,790.00 / CN \$3,001.20	Wt: 91 lbs.

**MEMBERSHIP**

Yes, sign me up as a Nikken Member so that I can purchase Nikken products at 15% off retail. US \$12.95 / CN \$14.00 Annual Fee

I want to purchase

Item Code	Product Description	Qty	Y	Weight	Price

Method of payment

Visa/Mastercard  Amex  Discover (US only)  Check

Credit Card Number: \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_ Exp. Date (MM/YY) \_\_\_\_\_

(exactly as it appears)

X \_\_\_\_\_

Cardholder's Signature Date

Subtotal: \_\_\_\_\_

+ Sales Tax \_\_\_\_\_  
(GST/PST if applicable)

+ Shipping \_\_\_\_\_

**Grand Total** \_\_\_\_\_

**SHIPPING CHOICES:**

**USA only**

**Check One**

Ground - \$1.70/lb with a \$8.50 min.

Air (2 days) - \$2.50/lb with a \$12.50 min.

**CANADA only**

**Check One**

Ground - \$1.50/lb with a \$14.25 min.

Air (2 days) - \$2.50/lb with a \$17.50 min.

# NIKKEN INC.

## NIHON KENKO ZOUSHIN KENKYUKAI, CANADA CORP.

### Application/Agreement for North American Distributorship/Membership

#### DISTRIBUTORSHIP AGREEMENT

I hereby apply to become an Independent Nikken Consultant under the Nikken/Nihon Kenko Zoushin Kenkyukai, Canada Corp. (hereinafter "Company") marketing program.

As an Independent Nikken Consultant ("Consultant"), I understand and agree that:

1. I am at least 18 years of age and of legal age to enter into a contract in the state or province in which I enter this agreement.
2. I shall become an Independent Nikken Consultant upon acceptance of this application by the Company. As a Consultant, I shall have the right to sell the services and products offered by the Company in accordance with the Company's marketing program and Policies and Procedures.
3. I have carefully reviewed the Company's marketing plan, rules and regulations, and Policies and Procedures, and acknowledge that they are incorporated as part of this agreement, in their present form and as modified from time to time by the Company at its discretion. I understand that it is my responsibility to keep informed of any changes or modifications that may be implemented in these rules, regulations, Policies and Procedures, and to maintain compliance with them in their most recent form.
4. I understand that upon acceptance of this application by the Company, I will be an independent contractor responsible for my own business and not an employee of the Company. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source for any federal or state laws, or similar or corresponding acts, provisions or laws in Canada. As an Independent Nikken Consultant, I understand that I will not be treated as an employee with respect to such services for Federal tax purposes.
5. I acknowledge that as a wholly independent contractor, I am not purchasing a franchise or sold distributorship, and no fees are or will be required from me for the right to distribute the Company's products pursuant to this agreement. This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between any Consultant, sponsor and/or the Company.
6. As an independent contractor, I will:
  - a. Abide by any and all federal, state, provincial, county and local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of Company products.
  - b. At my own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this agreement and/or the receipt, holding, selling, distributing or advertising of Company products.
  - c. Be solely responsible for declaration and payment of all local, state, and federal taxes as may accrue because of the Consultant's activities in connection with this agreement.
7. The term of the Company distributorship is one year. If I wish to continue acting as a Consultant after the term of this agreement has expired, I will apply to renew this agreement annually in compliance with the renewal procedure applicable at that time. Renewal is subject to acceptance by the Company.
8. I understand that I am entitled to cancel participation in the marketing program at any time and for any reason, upon written notice to the Company. Following the notification of either cancellation or termination, the sponsoring Consultant or the Company will repurchase inventory and mandatory sales kit materials in accordance with the policies as stated in the Company's marketing program and Policies and Procedures.
9. I understand that no purchase or investment is necessary to become an Independent Nikken Consultant other than the purchase of a Consultant business success kit which is sold "at Company cost." (Purchase is optional in North Dakota.) I also understand that there are no inventory requirements under this agreement and sign-up for Autoship is optional. At the time of sign-up, if I believe I am being pressured by any Consultant to buy inappropriate, large quantities of product for which there is not a reasonable anticipated use, I may contact Distributor Relations at 949-789-2043.
10. I agree that I will not assign, sell or otherwise convey to any other person or entity any of the rights, privileges or interests as an Independent Nikken Consultant without the prior written consent of the Company. Prior written approval from the Company is also required for the following:
  - a. To advertise Company products;
  - b. For issuance of a position in a company or corporate name.

11. In sponsoring other Consultants, I agree to fulfill the obligations of performing a bona fide supervisory, distributing and selling function in the sale and delivery of product to the ultimate consumer and in the training of those Consultants I sponsor. I will maintain ongoing contact, communication and management supervision in my sales organization. Examples of this supervision may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to Company training and sharing distribution network ("genealogy") information with those sponsored. I will be able to provide evidence to the company semiannually of my ongoing fulfillment of these responsibilities.
12. The company's program is built upon retail sales to the ultimate consumer. The company also recognizes that distributors may wish to purchase product or service in reasonable amounts for their own personal or family use. For this reason, a retail sale for bonus purposes shall include sales to nonparticipants, as well as sales to distributors for personal or family use which are not made for purposes of qualification or advancement. It is company policy, however, to strictly prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing program. Distributors may not inventory load nor encourage others in the program to load up on inventory. Distributors must fulfill published personal and downline retail sales requirements, including requisite retail sales to nonparticipants, as well as supervisory responsibilities, to qualify for bonuses, overrides or advancements.
13. I agree to familiarize myself with all Company products and product descriptions, as contained in Company training, promotional, and sales materials and guides. I agree to not make any representation of the Company or its products, or make any statements, claims or warranties respecting the products that are not contained in Company-approved written materials. In particular, I agree that I will make no statement, claim or representation, express or implied, regarding the ability or capacity of any Company product to treat, cure, remedy, diminish or palliate any pain, disease or disorder.
14. I understand that the Company may immediately terminate any Consultant who misrepresents the Company, its products or business opportunity, who violates any requirement contained in this agreement, Company Policy and Procedures, or training manuals, or who fails to conduct a distributorship according to the principles of good conduct and business ethics.
15. I acknowledge that this agreement constitutes the entire agreement between the Company and myself, and that no additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing.
16. This agreement is not in force until accepted by the Company.

(United States Only)

1. This agreement shall be governed by the laws of the state of California, and all claims, disputes and other matters between the parties of this agreement shall be brought in Orange County Court, in California, or in the United States District Court, in Orange County, California.
2. By entering the Social Security Number(s), I (We) am (are) certifying that the number shown on this form is the correct taxpayer identification number. I understand that use of my Social Security Number is for tax purposes only. Tax identification numbers are kept confidential and are not used for any other purpose.
3. Nikken may withhold a portion of commission/bonus checks for United States income earned by foreign Consultants/Distributors in accordance with applicable US Internal Revenue Codes, unless eligibility for a legal tax exemption is demonstrated.

(Canada Only)

1. By entering the Social Insurance Number(s), I (We) am (are) certifying that the number shown on this form is the correct taxpayer identification number. I understand that use of my Social Insurance Number is for tax purposes only. Tax identification numbers are kept confidential and are not used for any other purpose.
2. I understand and agree to remit Federal Goods and Services Tax and Provincial Sales Tax to the company on all product orders unless tax exempt.
3. I agree that Company will be allowed to account for the Goods and Services Tax (GST) payable by the consumers on goods delivered by me pursuant to the GST Alternate Collection Mechanism for direct selling organizations. For the purposes of the GST Alternate Collection Mechanism, I agree to collect from the consumer the required GST based on the retail price charged by me, and as agent on my behalf, Company will remit to Canada Customs and Revenue Agency, the GST applicable with respect to any fees earned by me from Company. In this regard, Company will provide to me a monthly statement disclosing GST remittances to Canada Customs and Revenue Agency, Excise made by Company on my behalf.

4. I agree that Company is entitled to collect from the consumer the required provincial sales tax (PST) based on the retail price charged by me to the consumer. Company will be the sole registered vendor in each province (provided that this is not contrary to any specific provincial legislation) and will be responsible for remitting the applicable PST to the respective provincial governments and filing the appropriate PST returns.

#### MEMBERSHIP AGREEMENT

I hereby apply to become a Nikken Member. As a Member, I understand and agree that:

1. I am at least 18 years of age to enter into a contract in the state or province in which I enter this agreement.
2. I shall become a Nikken Member upon payment of the membership fee and acceptance of this application.
3. The term of my membership is one year. If I wish to continue to be a Member, I understand that I must pay the annual renewal fee.
4. As a Nikken Member, I have the right to purchase Nikken products prices below suggested retail directly from Nikken or my Sponsor.
5. I understand that as a Nikken Member, I am a retail customer and I am not authorized to resell Nikken products. If I wish to resell Nikken products and participate in Nikken's Compensation Plan, I understand that I must sign up as an Independent Nikken Consultant.
6. I understand that the Company may cancel my Membership if I fail to comply with this Agreement.

#### EXCHANGE AND RETURN POLICY:

##### A. 30-Day Money-Back Guarantee on Nutritional and Skin Care

Nikken guarantees the quality of any nutritional and skin care product that carries the Nikken name. If a Member is not satisfied, he/she may return the unused portion of the product to Nikken within 30 days of purchase, with freight and insurance prepaid. An RMA (Return Merchandise Authorization) number must be obtained from Nikken and written on the outside of the returning package. Refund will be made in the original form of payment.

##### B. Exchange

1. Nikken will replace products that are defective in workmanship or damaged in shipping for the same products originally purchased. An RMA must be requested from Nikken and written on the returning package. Please review the product warranty information online at [www.mynikken.com](http://www.mynikken.com).
2. A Member may only exchange products that are in resalable condition and currently stocked and sold by Nikken. The exchange must occur within 30 days of the original purchase date, with freight and insurance prepaid. An RMA must be requested from Nikken and written on the returning package. A 10% handling/restocking fee will be charged. Please allow 10 business days from that date the product is received for processing time. Nikken will not exchange individual items from a multi-item kit or Pack.

##### C. Return

1. Unused products may be returned for a refund within 30 days from the original purchase date, with freight and insurance prepaid. An RMA must be requested from Nikken and written on the returning package. Products returned without an RMA will be returned to the Member at his/her expense.
2. Nikken will inspect all returns pursuant to this section. If the returning product is in resalable condition and all other requirements have been met, Nikken will issue a reimbursement in the original form of payment, less 10% for handling/restocking.
3. Products not eligible for return (deemed used or not defective) will be returned to the Member at his/her expense.
4. Nikken reserves the right to reject same item and repetitive returns.

##### D. Limited Warranty

1. General Product Limited Warranty: Nikken offers a limited warranty on all of its products to its Member. Nikken guarantees these products to be free from defects in workmanship and each product carries its own limited warranty. Please refer to the above section regarding the return and exchange of a defective product. Misuse and tampering of any products will render the limited warranty void and Nikken will not be liable for any resulting damages or injuries. Warranty information can be found online at [www.mynikken.com](http://www.mynikken.com).
2. Clothing Exchange Policy: All Nikken clothing items are designed around Nikken's standard industry sizing chart. If the fit is not what the Member expected or is defective, the item will be exchanged by Nikken. The product must be returned within 30 days of purchase and in resalable condition with freight and insurance prepaid. An RMA must be requested from Nikken and written on the returning package.