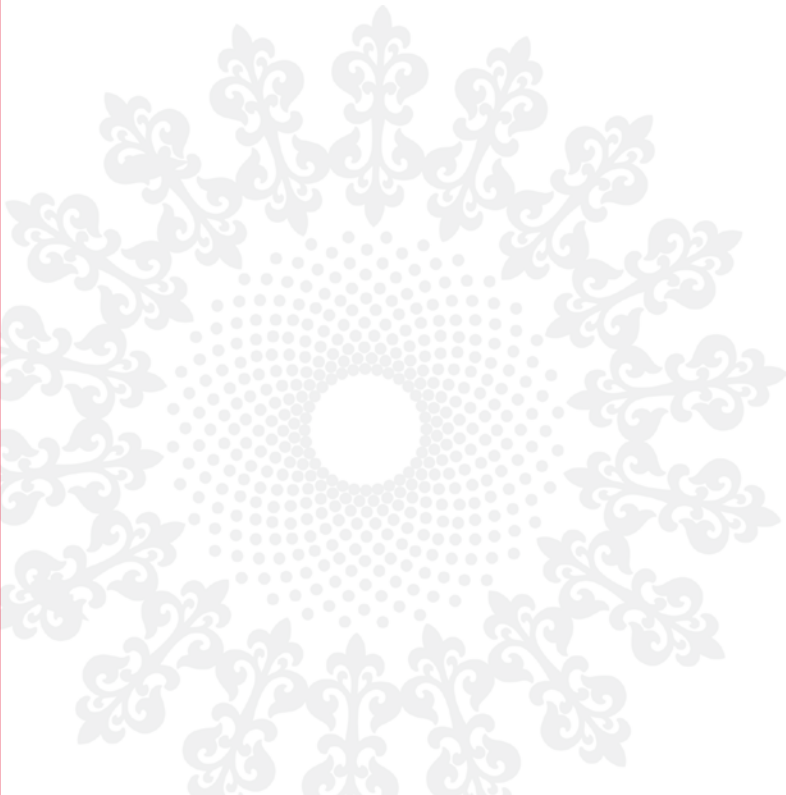




**AGREEMENT AND APPLICATION**  
For Residents of the United States of America & Canada





# ZRII ACCOUNT INFORMATION

Please Fax To: 801.878.8099

Applicant's Name (required, even if application is under a company)

Co-applicant's Name (if applicable)

Company Name (if applicable)

Social Security Number or Federal Tax ID

Email Address

Date of Birth

Day Phone

Evening Phone

Cell Phone

Billing Address

Shipping Address

City

State

City

State

Zip Code

Country

Zip Code

Country

Shipping Address Same as Billing Address

Preferred Language

English

Spanish

### Confirm Your Enroller/Sponsor

Your enroller is the individual that introduced you into Zrii. They will provide support to you as a new IE.

Name

ID Number (required)

### Confirm Your Placement & Position

Your placement refers to the individual that will be directly above you for team commissions, your position is on either the left or right leg.

Name

ID Number (required)

Left

Right

## ZRII FIRST ORDER

Select the order you want to receive right away. (See the next page for Autoship options.)

### Indicate Order Quantity:

\_\_\_ Zrii 4pk (\$120.00)

\_\_\_ Zrii Sample Pack (\$135.00)

\_\_\_ Zrii 8pk (\$240.00)

\_\_\_ 2 Zrii Sample Packs (\$270.00)

\_\_\_ Zrii 4pk plus Zrii Sample Pack (\$255.00)

\_\_\_ NutriVeda Chocolate (\$80.00)

\_\_\_ NutriVeda Vanilla (\$80.00)

\_\_\_ 2pk Zrii plus 2pk NutriVeda Chocolate (\$140.00)

\_\_\_ 2pk Zrii plus 2pk NutriVeda Vanilla (\$140.00)

\_\_\_ ZriiAware: Grow Younger Live Longer (\$65.00 25 CV)

\*\*Total: \_\_\_\_\_

## PAYMENT METHOD FOR FIRST ORDER

To pay with Credit Card

Number of Card

(req.) CVS Code, 3 or 4

digits

Expires

Name on the Card

By signing below, I acknowledge that I have carefully read all of the Terms and Conditions on both sides of this application. I understand the Terms and Conditions contained herewith and agree to be bound by them. I also understand that I may terminate my Independent Executive status at any time with written notice to Zrii.

Applicant Signature

## ENROLLMENT PREFERENCE

- I want to be an Independent Executive (IE)—*start kit purchase required*       I want to be a Preferred Customer (PC)

### INDEPENDENT EXECUTIVES ONLY

**Starter Kit** **\$49.95**

#### Zrii Office

- Zrii Office Basic **\$0.00**  
 Zrii Office Premium 1 year (save \$30) **\$149.95**  
(To purchase Zrii Office Premium per month, see the Zrii AutoShip section)

### INDEPENDENT EXECUTIVES ONLY BUSINESS BUILDER KIT (OPTIONAL)

**Essentials Pack\*** **\$500\*\***

- 2 NutriiVeda 2pk (4 canisters, Chocolate/Vanilla)
- 1 Zrii 4pk (4 bottles)
- 2 Zrii Sample Packs
- Start Kit

**Pro Pack\*** **\$1,000\*\***

- 4 NutriiVeda 2pk (8 canisters, Chocolate/Vanilla)
- 2 Zrii 4pk + 2pk (10 bottles)
- 4 Zrii Sample Packs
- Start Kit

**Premium Pack\*** **\$1,500\*\***

- 4 NutriiVeda 2pk (8 canisters, Chocolate/Vanilla)
- 3 Zrii 4pk (12 bottles)
- 8 Zrii Sample Packs
- Start Kit

\*If ordering a Business Builder Kit, your Autoship order will not be included with your first order but will be shipped on the Autoship date you selected.

\*\*Sales tax and shipping will be added

### ZRII AUTOSHIP

#### Select Your Autoship Date

Mark the box next to the date you would like to receive your shipment every month.

- 5th     10th     15th     20th     25th

#### Indicate Autoship Option and Quantity

Choose the Autoship option that you would like to receive next month and every month afterwards. You can change your Autoship selection at any time by contacting Executive Support.

- \_\_\_ Zrii 4pk (\$120.00)  
\_\_\_ Zrii Sample Pack (\$135.00)  
\_\_\_ Zrii 8pk (\$240.00)  
\_\_\_ 2 Zrii Sample Packs (\$270.00)  
\_\_\_ Zrii 4pk plus Zrii Ssample Pack (\$255.00)  
\_\_\_ NutriiVeda™ Chocolate (\$80.00)  
\_\_\_ NutriiVeda™ Vanilla (\$80.00)  
\_\_\_ 2pk Zrii plus 2pk NutriiVeda Chocolate (\$140.00)  
\_\_\_ 2pk Zrii plus 2pk NutriiVeda Vanilla (\$140.00)  
\_\_\_ Zrii Office Premium (\$14.95)

\*\*Total: \_\_\_\_\_

### PAYMENT METHOD FOR ZRII AUTOSHIP

- Check here to use the same payment information as on prior page  
 Check here to use different payment information as noted below

Number of Card

Code of Security, 3 or 4 digits

Expires

Name on the Card

Signature of the Carrier

# TERMS AND CONDITIONS

## Independent Executive Agreement Terms and Conditions

1. I understand that as a Zrii Independent Executive:
  - a. I have the right to offer for sale Zrii products and services in accordance with these Terms and Conditions.
  - b. I have the right to enroll persons in Zrii.
  - c. I will train and motivate the Independent Executives in my downline marketing organization.
  - d. I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall 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.
  - e. I will perform my obligations as an Independent Executive with honesty and integrity.
2. I agree to present the Zrii Marketing and Prosperity Plan and Zrii products and services as set forth in official Zrii literature.
3. I agree that as a Zrii Independent Executive I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Zrii. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name of Zrii. 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 ZRII FOR FEDERAL OR STATE TAX PURPOSES. Zrii 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. Upon receipt I have carefully read and agree to comply with the Zrii Policies and Procedures and the Zrii Marketing and Prosperity 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 Zrii. I understand that these Terms and Conditions, the Zrii Policies and Procedures, or the Zrii Marketing and Prosperity Plan may be amended at the sole discretion of Zrii, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Zrii materials. The continuation of my Zrii 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. If I fail to annually renew my Zrii business, or if it is canceled or terminated for any reason, I understand that I will lose my rights as an Independent Executive until I renew my Zrii business. I shall not be eligible to sell Zrii products and services 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 my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Zrii reserves the right to terminate all Independent Executive Agreements upon 30 days notice if the Company elects to: (1) cease business operations, or (2) dissolve as a business entity.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Zrii. Any attempt to transfer or assign the Agreement without the express written consent of Zrii renders the Agreement voidable at the option of Zrii and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, Zrii may, at its discretion impose upon me disciplinary action 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. Zrii, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Zrii and its affiliates from, all claims for consequential and exemplary damages. I further agree to release Zrii and its affiliates from all liability arising from or relating to the promotion or operation of my Zrii business and any activities related to it (e.g., the presentation of Zrii products or Marketing and Prosperity Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Zrii 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 amended by Zrii at its discretion, constitutes the entire contract between Zrii 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 Zrii of any breach of the Agreement must be in writing and signed by an authorized officer of Zrii. Waiver by Zrii 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. 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. All disputes and claims relating to Zrii, the Independent Executive Agreement, the Zrii Marketing and Prosperity Plan or its products and services, the rights and obligations of an Independent Executive and Zrii, or any other claims or causes of action relating to the

- performance of either an Independent Executive or Zrii under the Agreement or the Zrii Policies and Procedures shall be settled totally and finally by arbitration in Salt Lake City, Utah, or such other location as Zrii prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Zrii from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Zrii's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
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 or any other matter not subject to arbitration.
  14. Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
  15. If an Independent Executive wishes to bring an action against Zrii 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. Failure to bring such action within such time shall bar all claims against Zrii for such act or omission. Independent Executive waives all claims that any other statutes of limitations applies.
  16. I authorize Zrii to use my name, photograph, personal story and/or likeness in advertising/promotional materials and waive all claims for remuneration for such use.
  17. By completing and submitting this Application, I specifically authorize Zrii, LLC to communicate with me by electronic mail at the email address I have entered on the front of the Application. I understand that such emails may include offers and solicitations for the sale and purchase of Zrii products, sales aids, and services.
  18. A faxed copy of the Agreement shall be treated as an original in all respects.

## Initials

### Autoship Terms and Conditions (if applicable)

The following Terms and Conditions apply only to Applicants who have elected to participate in the optional Zrii Autoship Program.

1. I authorize Zrii to withdraw payment for my monthly Autoship order indicated in this Agreement from my credit/debit card.
2. I understand that my first Autoship order will be processed and shipped upon receipt by Zrii.
3. I understand that I may cancel my Autoship participation within three (3) business days (5 days in Alaska) of the date of this Agreement and receive a full refund of any Autoship related amounts charged to my credit card, if any. Thereafter, refunds will be available as provided in the Zrii Policies and Procedures.
4. To change my Autoship order selection, method of payment, or the authorized amount, I understand that I must submit a new Autoship Agreement to Zrii. If more than one such Agreement has been submitted, I agree that the most recent Agreement will supersede all previous Agreements. Zrii reserves the right to change its prices associated with its products without notice.
5. This Agreement will remain in effect until you: (1) elect to alter or change any aspect of this Agreement by submitting a new signed Autoship Agreement; (2) send, in writing, your cancellation of your participation in the Autoship Program to Zrii at 14183 South Minuteman Drive, Draper, UT 84020, or by fax to (801) 878-8099 (Notice must include your signature, printed name, address, and Independent Executive Identification Number), or (3) stop payment of any withdrawals by Zrii by notifying your issuing bank at least three days prior to the scheduled charging of your account. Notice of cancellation must be received five days prior to the next scheduled Autoship date in order to avoid charges for that month. If a cancellation notice is received in less than five days prior to the monthly Autoship date, cancellation will become effective in the month following the month in which your notice of cancellation is received by Zrii.
6. I understand that applicable local and state sales taxes will be added to my Autoship order amount each month, based on the address to which my Autoship orders are sent. I authorize Zrii to add such amount to the amount charged to my credit card each month.
7. I understand that shipping and handling charges will be added to my Autoship order amount each month in accordance with the method of shipping that I have selected in this Application and Agreement. I authorize Zrii to charge my debit/credit card such amount each month. **Initials** \_\_\_\_\_

\* By entering my Social Security (or Federal Tax Identification Number, if applicable) on this Independent Executive Application and Agreement, I certify that this number is my correct taxpayer identification number. I have not been a Zrii Independent Executive, or a partner, shareholder, or principal of any entity having a Zrii business within the past six

I have reviewed the Contract and understand that i will be subject to Zrii's terms and conditions, and policies and procedures.

Applicant's Signature

Date

Co-Applicant's Signature

Date