

NIKKEN WELLNESS PTY LTD.
A.C.N. 092 083 808 A.B.N. 86 092 083 808
Application/Agreement for Australian Distributorship

I hereby apply to become a Consultant under the Nikken Wellness Pty. Ltd. (hereinafter "Company") marketing program.

As an independent Consultant, I understand and agree that / I will:

1. I am of 18 years of age or over as at the date of entering into this agreement. I am not bankrupt. I am not confined to a corrective institution.
2. Be covered by Nikken Wellness Public Liability insurance.
3. Have the right (but under no obligation) to purchase and resell the services and products offered by the Company in accordance with the Company's marketing program and the company's Policies and Procedures.
4. 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.
5. 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 payroll tax, superannuation, workers compensation, and industrial awards and I will be responsible for my own tax returns and insurance needs.
6. I will abide by any and all federal, state, territory and local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of Company products.
7. The term of the Company distributorship is one year. If I wish to remain a Nikken Wellness Consultant I must apply for and renew this agreement. Renewal signifies my agreement to be bound by the Policies and Procedures. 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.
9. I understand that no purchase or investment is necessary at any level of the marketing program beyond the purchase of a Welcome to Nikken Pack. I also understand that there are no inventory requirements under this agreement.
10. I understand that I must fulfill published personal and downline sales requirements, to qualify for bonuses, overrides or advancements.
11. 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.
12. I understand that the Company may immediately terminate any Consultant who misrepresents the Company, its products or business opportunity, or who violates any requirement contained in this agreement, Company's Policies and Procedures, or training manuals, or who fails to conduct a distributorship according to the principles of good conduct and business ethics. I agree that the Company may inspect my business records upon notice to check on compliance with government regulatory requirements.
13. I will indemnify the Company from and against all damages, claims, demands, prosecutions, penalties in respect of or arising out of my actions as a Nikken Wellness Consultant that are in breach of Nikkens' Policies and Procedures.
14. I acknowledge that this agreement constitutes the entire agreement between the Company and myself, and that no additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing.
15. I Consent to:
 - (A) The Company collecting and storing the personal information herein and using it in relation to my activities as a Consultant.
 - (B) The transfer by the Company of the personal information herein to my sponsor and/or any person in the sponsors upline organisation, and
 - (C) To any overseas organisation within the group organisation for any purpose arising from my activities hereunder.
16. This agreement is not in force until accepted by the Company; acceptance shall be deemed to occur upon the receipt of the Welcome to Nikken Pack and a personalised ID card. This applies to written applications as well as internet applications.