



INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

1011 Calle Amanecer
San Clemente, CA 92673
Tel: 949.542.8600
Fax: 949.542.8617
www.stemtechbiz.com

Welcome to the STEMTech family! As a new distributor, you have many sign-up options. Please review this information with your enroller in order to decide the best options for your business goals. If you have any questions, your enroller will be glad to answer them. You may also contact a friendly Distributor Services Representative (Extension 1) M-F 7am to 5pm PST at **949.542.8600**.

DISTRIBUTOR KIT OPTIONS

Option 1. Wholesale Associate Distributor Kit - US\$35.00*

Includes:

- Registration as a distributor with STEMTech HealthSciences, Inc. with:
- a one-year subscription to the STHS magazine & newsletter
 - opportunity to become qualified to earn all bonuses, commissions and overrides
 - opportunity to advance to top position in plan
 - ability to purchase product, Distributor Business Suite and sales aids separately
 - Distributor Kit including forms, brochures and tools required for business
 - Breakthroughs In Wellness CD in each monthly order

Option 2. Business Development System - US\$60.00*

Includes:

Registration as a distributor with STEMTech HealthSciences, Inc.
Distributor Kit including forms, brochures and tools required for business.

PLUS

- New Associate lapel pin
Business Development System with:
- Training Manual
 - Two Training CDs
 - Two Training DVDs

Option 3. The FastStart Pack US\$299.00* (US\$470.00 value)

Choose either:

- 6 bottles of StemEnhance® or
- Combo (3 bottles of StemEnhance® and 3 bottles of StemFLO®)

Includes:

- Option 2 Business Development System
- 10 StemEnhance® product brochures
- 10 StemFLO® product brochures
- 10 StemSPORT™ product brochures
- Distributor Business Suite†† with:
 - Personalized Website
 - Retail Shopping Cart
 - BackOffice with tracking, management tools and advanced reporting features

FastStart Enroller and Director Bonuses total \$100.00 immediate advancement to Supervisor title

Point Value (PV): 250

Bonus Volume (BV): 100

(maximize your FastStart by enrolling in the AutoShip program. See details below†)

Option 4. The ProRetailer's Pack US\$2,200.00*

Choose either:

- 60 bottles of StemEnhance® or
- Combo (30 bottles of StemEnhance® and 30 bottles of StemFLO®)

Includes:

- Option 2 Business Development System
- 20 StemEnhance® product brochures
- 20 StemFLO® product brochures
- 20 StemSPORT™ product brochures
- 20 StemPet® product brochures
- 2 Retail order receipt pads
- Distributor Business Suite††† with:
 - Personalized Website
 - Retail Shopping Cart
 - BackOffice with tracking, management tools and advanced reporting features

Nearly \$900.00 in rebates and FREE tools! Enroller receives up to \$100.00 in commissions!

Point Value (PV): 2500

Bonus Volume (BV): 2000

* **Sales Tax:** Local sales tax rates will be charged if applicable

* **Shipping/Handling Fees:** All orders will incur a 6% shipping cost. Continental US, AK/HI/PR US\$6.95 minimum Shipping and Handling Volume Discounts are available.

† **FastStart Conditions:**

FastStart Pack offer available only at time of sign up. Enroller must have a personal AutoShip or personal retail customer AutoShip to qualify to receive FastStart bonuses. New enrollees may be "placed" under a downline distributor. The Enroller retains the FastStart Enroller Bonus.

†† **FastStart Distributor Business Suite Rules:**

To activate your Distributor Business Suite and to waive the US\$9.95 monthly fee, you must elect AutoShip enrollment with your FastStart Pack sign-up. The Distributor Business Suite set-up fee of US\$129.95 is waived when you sign up with the FastStart Pack.

††† **Leadership Pack Distributor Business Suite Rules:**

Purchase of a Leadership Pack gives you the Distributor Business Suite FREE of set-up and monthly fees for as long as you remain a STEMTech Distributor.

See page 2 for more details.

Option 5. Manager Leadership Pack US\$900.00*

Choose either:

- 24 bottles of StemEnhance® or
- Combo (12 bottles of StemEnhance® and 12 bottles of StemFLO®)

Includes:

- Option 2 Business Development System
- 20 StemEnhance® product brochures
- 20 StemFLO® product brochures
- 20 StemSPORT™ product brochures
- 20 StemPet® product brochures
- 4 STEMTech Story DVDs (Global Edition)
- 4 Stem Cells & StemEnhance® DVDs
- 10 Distributor Applications
- Retail order receipt pad
- Distributor Business Suite††† with:
 - Personalized Website
 - Retail Shopping Cart
 - BackOffice with tracking, management tools and advanced reporting features

Nearly \$500.00 in rebates and FREE tools! Enroller receives up to \$135.00 in commissions!

Point Value (PV): 1000

Bonus Volume (BV): 600

Option 6. Senior Manager Leadership Pack US\$2,000.00*

Choose either:

- 54 bottles of StemEnhance® or
- Combo (27 bottles of StemEnhance® and 27 bottles of StemFLO®)

Includes:

- Option 2 Business Development System
- 20 StemEnhance® product brochures
- 20 StemFLO® product brochures
- 20 StemSPORT™ product brochures
- 20 StemPet® product brochures
- 28 STEMTech Story DVDs (Global Edition)
- 28 Stem Cells & StemEnhance® DVDs
- 12 HealthSpan Magazines
- 10 Distributor Applications
- Retail order receipt pad
- Distributor Business Suite††† with:
 - Personalized Website
 - Retail Shopping Cart
 - BackOffice with tracking, management tools and advanced reporting features

Nearly \$850.00 in rebates and FREE tools! Enroller receives up to \$200.00 in commissions!

Point Value (PV): 2500

Bonus Volume (BV): 1500

Option 7. Director Leadership Pack US\$3,000.00*

Choose either:

- 81 bottles StemEnhance® or
- Combo (41 bottles of StemEnhance® and 40 bottles of StemFLO®)

Includes:

- Option 2 Business Development System
- 40 StemEnhance® product brochures
- 20 StemFLO® product brochures
- 20 StemSPORT™ product brochures
- 20 StemPet® product brochures
- 52 STEMTech Story DVDs (Global Edition)
- 52 Stem Cells & StemEnhance® DVDs
- 24 HealthSpan Magazines
- 20 Distributor Applications
- 2 Retail order receipt pads
- Distributor Business Suite††† with:
 - Personalized Website
 - Retail Shopping Cart
 - BackOffice with tracking, management tools and advanced reporting features

Nearly \$1,200.00 in rebates and FREE tools! Enroller receives up to \$300.00 in commissions!

Point Value (PV): 5000

Bonus Volume (BV): 2200

MONTHLY AUTO SHIP PROGRAM

Enjoy the convenience of getting StemEnhance®, StemFLO®, StemPets®, and StemEquine® delivered to your door automatically every month by joining the AutoShip program. You can elect to start receiving your AutoShip order the month you enroll or to start the following month. By joining the AutoShip program, you also receive the following benefits:

- Convenient ordering at the best pricing and best shipping rates
- Keeps you eligible for FastStart bonuses
- Waives the US\$9.95 monthly fee for the Business Suite
- Volume points count towards advancement and qualification in the StepUp Generational program

To enroll, simply:

1. Check the "Yes, sign me up" box in the AutoShip selection
2. Fill in how many bottles of what product a month you wish to receive
(Note: You receive up to a 75% discount on shipping costs and receive FREE shipping when ordering four or more bottles on AutoShip)
3. Select to have your AutoShip begin this month or next month (Note: You are only eligible for AutoShip Program commissions in months that you or a personally enrolled retail customer have an AutoShip order)

It's that simple!

APPLICATION CHECKLIST

In order to quickly process your application, please make sure you do the following:

- Complete all entries and make sure information is accurate and legible.
- Fill in ALL your Personal and Sponsor information.
- Provide valid payment information. If using a credit card, please provide the CCV code.
For Visa or Mastercard users, this is the three digit number following your account number on the back of the credit card.
For American Express cardholders, this is the four digit number that is printed above and to the right of your account number on the front of the card.
- Select a sign-up option package.
- Add your shipping/handling and sales tax cost to the total (if applicable).
- Read all the conditions and terms on the back of the application.
- Sign and date the application.
- Mail or Fax your form to STEMTech HealthSciences, Inc. The address and fax number are listed below.
- Follow-up with your Sponsor or STEMTech's Distributor Services Department to make sure your application has been processed.

Mailing Address:

1011 Calle Amanecer
San Clemente, CA 92673
Tel: 949.542.8600
Fax: 949.542.8617

Recommended

- If enrolling in the AutoShip program, make sure you have selected if you want your AutoShip to start this month or the following month and how many bottles of what product per month you want.
- If requesting a Distributor Business Suite with website either on its own or with a FastStart Pack enrollment, make sure you provide us a desired name for the site (i.e.: YourName.stemtechbiz.com) and check the "Yes, provide me with a PERSONAL WEBSITE" checkbox.

APPLICATION CHECKLIST

To help those Distributors who are wishing to build their business quickly, we offer substantial discounts off of the Shipping and Handling costs when buying product in bulk. The savings you can realize for purchasing our larger Leadership Packs is substantial:

For orders between	\$475.00 - \$999.99	- 30% off
For orders between	\$1000.00 - \$1499.99	- 40% off
For orders between	\$1500.00 - \$1999.99	- 50% off
For orders greater than	\$2000.00	- 75% off

All pricing is in US Currency.



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APPLICATION INFORMATION

Name		
Social Security or Federal Tax ID/Business Number*		
Co-Applicant's Name:		
Co-Applicant's Social Security or Federal Tax ID No: (if applicable)		
Address:	Ship To: (if different)	
City, State, and Zip Code:	Ship To: (if different)	
Primary Phone:	Secondary Phone:	Fax:
E-mail:		

ENROLLER INFORMATION

Name:	Placement Name: (if different)
ID number:	Placement ID Number: (if different)
Address:	
City, State, and Zip Code:	
Phone:	E-mail:
Enroller's Signature: (not required)	

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

***Assumed Names, Corporations, Partnerships, or Trusts** - If your business will be owned by a corporation, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity ID Form (available online) and submit it with this Application and Agreement along with your business license or Federal Tax ID letter.

SIGN-UP AND PAYMENT OPTIONS

DISTRIBUTOR KIT OPTIONS: Select one. See instructions for Kit contents.

- | | |
|--|----------------|
| <input type="checkbox"/> Wholesale "Associate" Distributor Kit | US\$35.00** |
| <input type="checkbox"/> Business Development System | US\$60.00** |
| <input type="checkbox"/> FastStart Pack | US\$299.00** |
| <input type="checkbox"/> ProRetailer's Pack | US\$2,200.00** |
| <input type="checkbox"/> Manager Leadership Pack | US\$900.00** |
| <input type="checkbox"/> Sr. Manager Leadership Pack | US\$2,000.00** |
| <input type="checkbox"/> Director Leadership Pack | US\$3,000.00** |

All Applicants must purchase a Kit (optional in ND). Other choices are optional.

**Does not include sales tax or shipping and handling.

AUTOSHIP OPTIONS: See instructions for details

- YES**, please sign me up for STEMTech's discount AutoShip program. I understand that STEMTech will automatically send my products selected below once a month and I authorize STEMTech to charge my credit card or debit my check card indicated on this form, for each monthly order. I understand that I may cancel my AutoShip order at any time.
- I would like _____ bottle(s) of StemEnhance® & _____ bottle(s) of StemFLO® sent each month at the discount price of US\$43.95 per bottle, plus applicable tax, a US\$4.00 per bottle savings from the distributor wholesale single bottle price. I will also receive up to a 60% discount on shipping & handling cost, just US\$2.99 per bottle, and receive FREE shipping when ordering 4 or more bottles on AutoShip (continental U.S., AK/HI/PR).

- Start THIS month** **Start NEXT month**

Please contact STEMTech if the payment option for Autoship needs to be different from above, or include alternate payment info along with this form when faxing.

¹Will not make you eligible for Autoship Program commissions until next month

DISTRIBUTOR BUSINESS SUITE OPTION:

- YES**, please provide me with a DISTRIBUTOR BUSINESS SUITE. Setup fee of US\$129.95 and monthly fee of US\$9.95 will be waived when ordering a FastStart Pack with AutoShip Enrollment, or a ProRetailer, Manager Leadership, Senior Manager Leadership, or Director Leadership Packs.
- Desired Website Username (Default Password is 'password')
www. _____ .stemtechbiz.com

CALCULATE TOTAL:

Distributor Kit Price From Left	US\$ _____
Shipping Charge: (minimum continental US/AK/HI/PR US\$6.95)	US\$ _____
Local Sales Tax (____%) (if applicable):	US\$ _____
TOTAL: US\$	_____

PAYMENT METHOD: Select one

- Check Card Personal Check Cashier's Check Money Order
- MasterCard Visa American Express Discover
- Card #: _____ Exp. Date: _____
- Credit Card CVV #: _____ (3 or 4 digit code on the back or front of card)
- Cardholder Signature: _____
- ____ Please retain this credit card number on file for future ordering (please initial)
- NO**, please do not automatically renew my distributorship annually at US\$35.00. I understand that I must manually renew my STEMTech distributorship every year.

I certify that I am of legal age (the age of majority) for the state in which I reside. I understand that I have the right to terminate my STEMTech independent business at any time, with or without reason, by mailing or faxing written notice to the Company at the above address.

Applicant's Signature _____ Date _____ Co-Applicant's Signature _____ Date _____

Please mail or fax this Application and Agreement to STEMTech within 24 hours of completing it. If faxed in, you must fax both the front and back of the Agreement. If sent by mail, send to: STEMTech HealthSciences, Inc., Distributor Application Dept., 1011 Calle Amanecer, San Clemente, CA 92673.

By entering my Social Security (or Federal Tax ID/Business) Number on this Application and Agreement, I certify that this number is my correct taxpayer identification number. I have not been a STEMTech Distributor, or a partner, shareholder, or principal of any entity having a STEMTech business within the past six (6) months.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (5 days for Alaska residents). See the reverse side of this form for an explanation of this right.

Send white top copy to STEMTech, bottom 2 copies retained by Applicant.

TERMS AND CONDITIONS

1. I understand that as a STEMTech HealthSciences ("STEMTech") Independent Distributor I have those rights as set forth in the STEMTech Policies and Procedures.

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

3. I agree that as a STEMTech Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of STEMTech. 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 STEMTECH FOR FEDERAL OR STATE TAX PURPOSES. STEMTech 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 STEMTech Policies and Procedures and the STEMTech 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 STEMTech. I understand that these Terms and Conditions, the STEMTech Policies and Procedures, or the STEMTech Marketing and Compensation Plan may be amended at the sole discretion of STEMTech, and I agree to abide by all such amendments. Notification of amendments shall be issued through reasonable commercial means, including but not limited to any of the following: posting on STEMTech's website (www.stemtechbiz.com), e-mail to distributors, included in STEMTech periodicals, and/or included in product orders, bonus check mailings, or other special mailings. Amendments shall become effective 30 days after publication. The continuation of my STEMTech 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. I understand that unless I have indicated otherwise on the front of this Distributor Application and Agreement, the agreement shall automatically renew on the anniversary date and the renewal fee of \$35.00 will be charged to my credit card identified on the front or withheld from my commissions in the anniversary month. If I have elected not to automatically renew the agreement, I understand that I must pay the renewal fee no later than 30 days after the anniversary date in order to renew the agreement. If I fail to annually renew my STEMTech business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor, I shall not be eligible to sell STEMTech products, and I also waive all rights, 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. STEMTech reserves the right to terminate all Distributor 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. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to STEMTech at its principal business address. STEMTech may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.

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

7. I understand that if I fail to comply with the terms of the Agreement, or if I engage in any conduct which is deceptive, fraudulent, unethical, or that may, in STEMTech's sole discretion, damage STEMTech's reputation, STEMTech 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. STEMTech, 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 STEMTech 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 STEMTech and its affiliates from all liability arising from or relating to the promotion or operation of my STEMTech business and any activities related to it (including but not limited to, the presentation of STEMTech products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify STEMTech 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 STEMTech at its discretion, constitutes the entire contract between STEMTech 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 STEMTech of any breach of the Agreement must be in writing and assigned by an authorized officer of STEMTech. Waiver by STEMTech of any breach of the Agreement 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 California, without regard to principles of conflicts of laws. All disputes and claims relating to STEMTech, the Distributor Agreement, the STEMTech Marketing and Compensation Plan or its products and services, the rights and obligations of an Independent Distributor and STEMTech, or any other claims or causes of action relating to the performance of either an independent Distributor or STEMTech under the Agreement or the STEMTech Policies and Procedures shall be settled totally and finally by arbitration in Orange County, State of California, or such other location as STEMTech 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. The prevailing party shall be entitled to receive from the losing party 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 STEMTech from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect STEMTech'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 Orange County, State of California, for purposes of enforcing an award by an arbitrator 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 Distributor 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 a Distributor wishes to bring an action against STEMTech 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 STEMTech for such act or omission. Distributor waives all claims that any other statutes of limitations applies.

17. I authorize STEMTech 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.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the date indicated on the front of the Application (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 (10) 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 STEMTech HealthSciences, Inc., 1011 Calle Amanecer, San Clemente, CA 92673 NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____