

# MÖDERE. | U.S. SOCIAL MARKETER ENROLLMENT FORM

Please complete this form as a guide to enroll as a Social Marketer and create your account at [ShiftingRetail.com](https://ShiftingRetail.com). If you would like us to help you process your enrollment, please scan or take a picture

of both sides of this document and email the images to [support@modere.com](mailto:support@modere.com). We've put together popular selections below for your convenience.

## STEP 1 – SELECT A BUSINESS COLLECTION

### SOCIAL MARKETER ENROLLMENT (REQUIRED)

0 POINTS | \$39.99

Includes: Back Office Business Tools and Personal Web Page.

## BASIC

### M3 + TRIM ENROLLMENT COLLECTION

180 POINTS | \$259.99\*

Trim Lemon 450ml  
Sync 391g  
Burn 90ct  
Sustain 30ct

SPICE SENSATION SUSTAIN

VANILLA SUSTAIN

### M3 ENROLLMENT COLLECTION

150 POINTS | \$159.99\*

Burn 90ct  
Sustain 30ct  
Sync 391g

SPICE SENSATION SUSTAIN

VANILLA SUSTAIN

CHOCOLATE BLISS SUSTAIN

### BASIC LIQUID BIOCELL LIFE ENROLLMENT COLLECTION

150 POINTS | \$159.99\*

Liquid BioCell Life 420ml • 2ct  
Liquid BioCell Life Soft Chews 28ct

### LEAN BODY SCULPTING SYSTEM ENROLLMENT COLLECTION

150 POINTS | \$159.99\*

Burn 90ct  
Activate 3ct  
Trim 450ml

LEMON TRIM

VANILLA WAFER TRIM

## PLUS

### M3/TRIM & BIOCELL ENROLLMENT COLLECTION

480 POINTS | \$459.99\*

Trim Lemon 450 ml  
M3 Spice Sensation  
Liquid BioCell Life 420ml  
Body Butter 125ml  
Mouth Rinse 500ml  
Toothpaste 175g  
Conditioner All Hair Types 350ml  
Shampoo All Hair Types 350ml  
Mineral Supplement 500ml  
Dual Action Eye Gel 21ml  
Adult Multivitamin 60ct

### COMPLETE LIQUID BIOCELL & ESSENTIALS ENROLLMENT COLLECTION

480 POINTS | \$459.99\*

Liquid BioCell Life 420ml • 4ct  
Liquid BioCell Skin 420ml  
Liquid BioCell Sport 420ml  
Antioxidant Hair Serum 45ml  
Shampoo All Hair Types 350ml  
Conditioner All Hair Types 350ml  
Deodorant 50ml  
Mouth Rinse 500ml  
Toothpaste 175g

### I/D & LIQUID BIOCELL SKIN ENROLLMENT COLLECTION

480 POINTS | \$459.99\*

Modere I/D  
Exfoliant 50ml  
Day Lotion Combination Skin 50ml  
Eye Makeup Remover 120ml  
Shampoo All Hair Types 350ml  
Conditioner All Hair Types 350ml  
Antioxidant Hair Serum 45ml  
Deodorant 50ml  
Mouth Rinse 500ml  
Toothpaste 175g  
Dual Action Eye Gel 21ml  
Body Bar 99g • 3ct  
Liquid BioCell Skin 420ml • 2ct  
Night Cream Combination Skin 50ml  
Cleanser Combination Skin 125ml

## ULTIMATE

### ULTIMATE M3/TRIM & LIQUID BIOCELL ENROLLMENT COLLECTION

680 POINTS | \$659.99\*

Trim Lemon 450ml  
M3 Spice Sensation  
Liquid BioCell Life 420ml  
Liquid BioCell Sport 420ml • 2ct  
Burn Samples 30ct • 2ct  
Burn Pass Along Card 30ct • 2ct  
Body Butter 125ml  
Mouth Rinse 500ml  
Toothpaste 175g  
Conditioner All Hair Types 350ml  
Shampoo All Hair Types 350ml  
Mineral Supplement 500ml

### ULTIMATE LIQUID BIOCELL ENROLLMENT COLLECTION

680 POINTS | \$659.99\*

Liquid BioCell Life 420ml • 2ct  
Liquid BioCell Pure 420ml • 2ct  
Liquid BioCell Skin 420ml • 2ct  
Liquid BioCell Sport 420ml • 2ct  
Liquid BioCell Life Soft Chew 28ct • 2ct  
Liquid BioCell Pet 4 fl. oz.

\*PRICE DOES NOT INCLUDE TAX OR HANDLING FEES IF APPLICABLE

## STEP 2 – SELECT NEXT MONTH’S SMARTSHIP ORDER

There’s a lot you can do with SmartShip. When you have a SmartShip order of 75 points or more, you automatically qualify for commissions and free shipping on all orders. You can also save up to 15% on your orders every month when you add up to eight products to your SmartShip.

If you don’t have a 75 point SmartShip, you will need 150 activity points each month to qualify for commissions. You can change or cancel your SmartShip at any time. By selecting a SmartShip order, you authorize Modere to charge you each month.

### M3 + TRIM LEMON

171 POINTS | \$246.98\*

SPICE SENSATION SUSTAIN

VANILLA SUSTAIN

CHOCOLATE BLISS SUSTAIN

### M3

104.50 POINTS | \$151.99\*

SPICE SENSATION SUSTAIN

VANILLA SUSTAIN

CHOCOLATE BLISS SUSTAIN

### LEAN BODY SCULPTING SYSTEM

104.50 POINTS | \$151.99\*

LEMON TRIM

VANILLA WAFER TRIM

### LIQUID BIOCELL LIFE 2pk

114 POINTS | \$132.99\*

### LIQUID BIOCELL PURE 2pk

114 POINTS | \$132.99\*

### THE DAILY ROUTINE PLUS

75 POINTS | \$99.99\*

## STEP 3 – PERSONAL INFORMATION

FULL NAME

BIRTH DATE

SOCIAL SECURITY/TAX ID **(REQUIRED)**

GENDER

CO-APPLICANT FULL NAME

CO-APPLICANT BIRTH DATE

CO-APPLICANT GENDER

ADDRESS

CITY/STATE/ZIP CODE

PHONE NUMBER

E-MAIL

Assumed names, corporations, partnerships, or trusts: If your business will be owned by a corporation, partnership, trust, LLC., or will be operated under an assumed name (e.g., Xyz enterprises or John Doe and Associates), you must complete a business entity application and submit it with this application and agreement.

### WHO REFERRED YOU?

NAME

REFERRAL CODE

### U.S.A. SHIPPING & HANDLING

Check one of the boxes below:

USPS STANDARD SERVICE (Free)

USPS 1-2 DAY (Shipping charges calculated by weight)

### LOGIN INFORMATION

You will use these credentials to log in to your account.

EMAIL

PASSWORD (Can be change later)

### REGISTER YOUR WEBSITE NAME

Example: YourURL.ShiftingRetail.com

WEBSITE NAME

### CREDIT CARD INFORMATION

VISA

MASTERCARD

AMERICAN EXPRESS

DISCOVER

CREDIT CARD NUMBER

EXPIRATION DATE

SECURITY CODE

CARDHOLDERS SIGNATURE **(REQUIRED)**

**I REPRESENT THAT I AM NOT NOR HAVE BEEN AN ADVOCATE  
INDEPENDENT DISTRIBUTOR**

INITIAL HERE

\*Savings may be greater. Price does not include tax or handling fees if applicable

## SOCIAL MARKETER ENROLLMENT ONLY

Social Marketer Enrollees must agree to the legal terms and conditions and policies and procedures of this agreement. I have carefully read the terms and conditions, the Modere Policies and Procedures, and the Modere Compensation Plan, and I agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my Modere independent business at any time, with or without reason, by sending written notice to the company at the below listed address.

**APPLICANT'S SIGNATURE**

**DATE**

**CO-APPLICANT'S SIGNATURE**

**DATE**

**YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION (FIVE DAYS FOR ALASKA RESIDENTS). SEE THE TERMS AND CONDITIONS FOR AN EXPLANATION OF THIS RIGHT.**

NOTE: The information gathered will not be sold or used in any way that might violate your personal privacy. Our sole purpose is to obtain knowledge about our Social Marketers and customers to provide better products and services to you.

## TERMS & CONDITIONS

1. I understand that as a Modere Social Marketer:

- I have the right to offer for sale Modere products and services in accordance with these terms and conditions.
- I have the right to enroll persons in Modere.
- I will train and motivate the Social Marketers in my downline marketing organization.
- 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.
- I will perform my obligations as a Social Marketer with honesty and integrity.
- I will use only the sales contracts and order forms that are provided by Modere for the sales of its goods and services.

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

3. I agree that as a Modere Social Marketer I am an independent contractor and not an employee, agent, partner, legal representative, or franchisee of Modere. 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 Modere. I understand that I shall control the manner and means by which I operate my Modere business, subject to my compliance with these terms and conditions, the Modere Policies and Procedures, and the Modere Marketing and Compensation Plan (all of which are collectively referred to as the "agreement"). 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 Modere for federal or state tax purposes. Modere is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between Modere, Inc., and all appropriate taxing jurisdictions and all related rules and procedures.

4. I have carefully read and agree to comply with the Modere Policies and Procedures and the Modere Marketing and Compensation Plan, both of which are incorporated into and made a part of these terms and conditions. I understand that I must be in good standing, and not in violation of any of the terms of this agreement, in order to be eligible to receive any bonuses or commissions from Modere. I understand that these terms and conditions, the Modere Policies and Procedures, or the Modere Marketing and Compensation Plan may be amended at the sole discretion of Modere, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Modere materials. Amendments shall become effective 30 days after publication. The continuation of my Modere business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. I certify and agree that I have not and will not violate the DSA Code of Conduct (<http://www.dsa.org/docs/default-source/ethics/shortcode.pdf?sfvrsn=2>) nor have I violated another direct selling/MLM company's policies & procedures which have resulted in my suspension or termination.

6. I certify that I am not, nor have I been, a named party to a lawsuit where the opposing party is/ was a direct selling/MLM company or a government regulatory agency. I certify that if I have been a party to such a case, I will provide full disclosure to Modere's Compliance Department to evaluate my application.

7. I represent and certify that by entering into this Agreement, I am not violating any other contractual obligation that I may have with another Party.

8. The term of this agreement is one year. If I fail to annually renew my Modere business, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a Social Marketer. I shall not be eligible to sell Modere 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 agree to 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.

A. I agree to have the Modere annual renewal fee automatically deducted from my commission bonus that I may earn in the renewal month the fee is due.

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

10. I understand that if I fail to comply with the terms of this agreement, Modere 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 this 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.

11. Modere, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates") shall not be liable for, and I release Modere and its affiliates from and waive all claims for, consequential and exemplary damages. I further release Modere and its affiliates from all liability arising from or relating to the promotion or operation of my Modere business and any activities related to it (e.g., the presentation of Modere products or compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.) And agree to indemnify Modere for any fines, penalties, damages, settlements, or other expenses imposed upon Modere as a result of my unauthorized conduct.

12. This agreement, in its current form and as amended by Modere at its discretion, constitutes the entire contract between Modere and myself. Any promises, representations, offers, or other communications not expressly set forth in this agreement are of no force or effect. To the extent of any conflict or inconsistency between this agreement and any other agreement (other than the Policies and Procedures), this Social Marketer application and agreement shall supersede and prevail

over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this agreement as to the matters addressed herein.

13. Any waiver by Modere of any breach of this agreement must be in writing and signed by an authorized officer of Modere. Waiver by Modere of any breach of this agreement by me shall not operate or be construed as a waiver of any subsequent breach.

14. If any provision of this 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.

15. This agreement will be governed by and construed in accordance with the laws of the State of Utah. All disputes and claims relating to Modere, the Social Marketer agreement, the Modere marketing and compensation plan or its products and services, the rights and obligations of an independent Social Marketer and Modere, or any other claims or causes of action relating to the performance of either an independent Social Marketer or Modere under the agreement or the Modere policies and procedures shall be settled totally and finally by arbitration in Springville, Utah, or such other location as Modere 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 all 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 this agreement or the policies and procedures shall prevent Modere 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 Modere'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. This arbitration provision shall not apply in cases of a violation of Modere's conflict of interest policies in section 4.9, Modere's downline report request and nondisclosure agreement, and/or Modere's nondisclosure and nonsolicitation agreement.

16. The parties consent to jurisdiction and venue before any federal or state court in Utah or Salt Lake counties, state of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.

17. Louisiana residents only: notwithstanding paragraphs 15-16, the law of the State of Louisiana shall apply to actions brought by Louisiana residents in the State of Louisiana, and jurisdiction and venue of any arbitration or litigation shall be as specified by Louisiana law. All other provisions of paragraphs 15 and 16 shall remain the same.

18. Montana residents: a Montana resident may cancel his or her Social Marketer agreement within 15 days from the date of enrollment, and may return his or her business kit for a full refund within such time period.

19. If a Social Marketer wishes to bring an action against Modere for any act or omission relating to or arising from this 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 one year shall bar all claims against Modere for such act or omission. Social Marketer waives all claims that any other statute of limitations applies.

20. I authorize Modere to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

21. A faxed copy of this agreement shall be treated as an original in all respects.