



# INDEPENDENT DISTRIBUTOR BASIC AGREEMENT

As a new Independent Distributor, I understand and agree that:

1. I swear or affirm that I have read and understand the items and instructions on this form and that the responses are true and complete to the best of my knowledge.

2. I am of legal age to enter into binding contracts in my state of residence. I understand that I will be an Independent Distributor, solely responsible for my own business and will not be an employee of Nefful USA. As such, I will not be regarded as an employee for purposes of the Federal Unemployment Tax Act, Federal Insurance Contributions Act or income tax withholding. It is my responsibility to pay any self-employment tax and all local, state and federal taxes as required by law.

3. Upon acceptance of this application, I will have the right to sell products of Nefful USA in accordance with the companies Policies and Procedures. For these sales I will be compensated in accordance with the Nefful USA compensation plan.

4. I shall abide by the Policies and Procedures and Compensation Plan of Nefful USA. I agree to abide by these rules and any other regulations or subsequent amendments to Distributor obligations and responsibilities as may become necessary.

5. I understand that I have no authority to bind Nefful USA to any obligation or contract.

6. Husband and wife may each have their own Distributorship; however, under no circumstances may husband and wife be sponsored in different organizational lines. Either the husband or the wife must be the sponsors of the other. Any attempt at dual-line sponsoring will be terminated by the company.

7. I agree to conduct myself in a legal, professional and ethical manner at all times. I understand that no statements or representations whatsoever may be made regarding Nefful USA products or services other than those contained in official-company material, nor will I misrepresent the income potential of the Compensation Plan.

8. I understand that I may not use Nefful USA trademarks, trade styles, or trade names in any form of advertising other than that which may be provided by Nefful USA.

9. I understand that signing this agreement and acceptance of the agreement by Nefful USA is all that is needed to become a Distributor. If within three (3) working days of receipt of my distributor kit, I decide not to continue as a Distributor, I shall submit my resignation to Nefful USA. If I return my distributor kit, within three (3) working days of receiving, in good resaleable condition, I will receive a full refund of my initial fee. After seventy-two (72) hours from the date of receipt of the kit, no refund will be issued.

10. I understand that I may terminate my distributorship at any time via written notification to the Company at the address listed on the front of this form. I further understand that the Company may terminate my distributorship in accordance with the Policies and Procedures if I violate the terms thereof. Such termination will cancel my rights to receive compensation of any form from Nefful USA.

11. I agree to make no false or fraudulent representations about the company, its products, services, the compensation plan or earnings potential. I must not make any claims for Nefful products which are not supported by facts contained in official company literature. This shall include but not limited to, any claims of the products medical benefits. No claims or representatives that the product will cure or heal any medical conditions shall be allowed.

12. I understand that I am responsible for training and supporting any Distributor I sponsor into Nefful USA.

13. I agree not to repackage, relabel or sell the Company's products under any other name or label. I further agree not to produce any written, recorded, or other materials, which have not been approved or provided by the Company.

14. I understand that this agreement may not be transferred or assigned without prior written consent of the Company.

15. I agree to indemnify / hold Nefful USA harmless from any claims, damages and expenses, including any attorney's fees arising out of my actions or conduct in violation of this Agreement. In the event a dispute shall arise between myself and Nefful USA regarding our respective rights, duties and obligations under this Agreement, and the policies and procedures of Nefful USA. It is agreed that such disputes shall be exclusively resolved pursuant to binding arbitration under the commercial rules of the American Arbitration Association with arbitration to be held in Los Angeles, California. California law will apply to the resolution of the dispute, unless otherwise agreed in writing. The arbitration panel shall consist of 1 arbitrator. In addition to declaratory relief, the arbitration panel may award preliminary and permanent injunctive relief and compensatory damages and shall award reasonable attorney's fees and costs to the prevailing party. The arbitration award may be enforced in any court of competent jurisdiction. The provision shall not restrict Nefful USA from seeking preliminary injunctive relief in any court or competent jurisdiction

16. This agreement is binding upon and inures to the benefit of the parties, their heirs and successors in interest. If any provision of this agreement is found unenforceable or invalid, the validity of the remaining provision shall not be affected. This is the entire agreement between the parties.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b>  <b>See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code	NEFFUL USA, INC 18563 GALE AVE., CITY OF INDUSTRY CA 91745 TEL: 626- 839-6657	
	<b>7</b>	List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they