



Personal Information *please print* (*required information)

Please refer to the Tahitian Noni International Policy Manual for questions regarding this application. Please make sure all information is complete and accurate.

IPC account number (if received) _____

*Primary applicant name _____

*Primary applicant social security number _____

Co-applicant name _____

Co-applicant social security number _____

*Mailing address _____

*City/state _____

*Zip code _____

*Home phone _____

E-mail address _____

COMPLETE IF CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY

Name of business entity _____

Primary partner name _____

Federal tax ID number _____

Businesses must also submit a Business Application Addendum and other required documentation as found in the Tahitian Noni International Policy Manual.

Check box if mailing address is same as shipping address.

*Shipping address _____

*City/state _____

*Zip code _____

Work phone _____

*Date of birth: ____/____/____ (mm/dd/yyyy)

*Sponsor Information

Personal sponsor's name _____

Personal sponsor's phone _____

Personal sponsor's account number _____

Placement sponsor's name _____

Placement sponsor's phone _____

Placement sponsor's account number _____

Please select one of the following Signup Options

I WOULD LIKE TO ENROLL AS AN IPC BUSINESS BUILDER Includes minimum 120 QV AutoShip option + \$35 signup fee. (Call 1-800-445-2969 to specify AutoShip option.)

Additional Options:

Business Pack: includes one case Tahitian Noni® Bioactive Beverage, starter kit, enrollment fee, and additional pack of products.

CAS Plus: Monthly 240 QV AutoShip option.

I WOULD LIKE TO ENROLL AS A REFERRING CUSTOMER No signup fee required, minimum 30 QV monthly purchase required for commissions.

Yes, I would like to enroll in the AutoShip program and receive the best price on my products. (Call 1-800-445-2969 to specify AutoShip option.)

No, I would not like to enroll in an AutoShip program at this time.

*Method of payment

ACH (form required) Check or money order Credit card (fill out below)

CARD TYPE Visa MasterCard Discover AmEx Card expiration date (mm/yyyy) _____

Name on card _____
(exactly as it appears)

Credit card number _____

Authorized signature _____
(sign again at bottom to complete application)

ITEM TOTALS FROM ABOVE	_____
TAX	_____
SHIPPING/HANDLING	_____
TOTAL	_____

*Make checks and money orders payable to: Tahitian Noni International, ATTN: Data Entry, P.O. Box 4000, Orem, UT 84059
Please call TNI Sales and Service at 1-800-445-2969 if you need to use multiple forms of payment.*

*Signature

Yes! I want to be a Tahitian Noni International USA, Inc. Independent Product Consultant (IPC). I have read and agree to the terms and conditions found on the back of this IPC Agreement (the "Agreement") (form 2010-A) and the policies found in the Tahitian Noni International Policy Manual and Compensation Plan (the "Policy Manual"). I agree that I do not currently have an interest in a Tahitian Noni International account, or if I do have or ever have had such an interest, my application for this account does not violate Tahitian Noni International's policies.

Primary applicant signature: _____ Date: _____ Co-applicant signature: _____ Date: _____

FORM 2010-A

1. Obligations and Representations. I understand that as an IPC of Tahitian Noni International USA, Inc. ("Tahitian Noni International"):

- I must be of legal age in the state in which I reside.
- I have the right to offer for sale Tahitian Noni International products and services in accordance with these Terms and Conditions.
- I have the right to build a Tahitian Noni International sales organization.
- I will train and motivate the IPCs in my downline marketing organization.
- I will comply with all federal, state, county, 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 an IPC with honesty and integrity.
- I will use only the sales agreements and order forms which are provided by Tahitian Noni International for the sale of goods and services, and I will follow all policies and procedures established by Tahitian Noni International for the completion and processing of such agreements and orders.
- I agree that applicable state and local taxes must be imposed on purchases of TNI products based on the regular price.

2. Presenting Tahitian Noni International Products and Services. I agree to present the Tahitian Noni International Compensation Plan and Tahitian Noni International products and services as set forth in official Tahitian Noni International literature.

3. Independent Contractor Status. I agree that as a Tahitian Noni International IPC, I am an independent contractor [and not an employee, agent, partner, legal representative, or franchisee of Tahitian Noni International]. I am not authorized to and will not incur any debt, expense, or obligation, or open any checking account on behalf of, for, or in the name of Tahitian Noni International. I understand that I shall control the manner and means by which I operate my Tahitian Noni International business, subject to my compliance with these Terms and Conditions, the Tahitian Noni International Policy Manual and Compensation Plan (the "Policy Manual") and any other TNI policies and procedures which may be distributed from time to time. The most recent policies and procedures may be found on www.NoniOffice.com.

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 TAHITIAN NONI INTERNATIONAL FOR FEDERAL OR STATE TAX PURPOSES. Tahitian Noni International 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 Tahitian Noni International, all appropriate taxing jurisdictions, and all related rules and procedures.

4. Tahitian Noni International Policies. I have carefully read and agree to comply with the Policy Manual which is incorporated into and made a part of these Terms and Conditions by this reference. 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 Tahitian Noni International. I understand that these Terms and Conditions, the Policy Manual, or the other policies and procedures which may be distributed by Tahitian Noni International from time to time may be amended at the sole discretion of Tahitian Noni International, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official Tahitian Noni International materials and on the Company's official web site. The continuation of my Tahitian Noni International business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. Term and Termination. The term of this Agreement, and each subsequent renewal, is one year. Either party may elect not to renew the Agreement upon each anniversary date. Tahitian Noni International may terminate my account for violation of the terms of the Agreement or the policies and procedures outlined in the

Policy Manual, including any amendments to the Policy Manual. At its sole discretion, Tahitian Noni International may terminate my account for any reason upon 30 days prior written notice. If my Agreement is not renewed, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an IPC and I shall not be eligible to receive commissions, bonuses, or other remuneration 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 remuneration derived through the sales and other activities of my former downline organization.

I understand that if I am actively participating in the AutoShip program on the anniversary date of my Agreement, Tahitian Noni International will automatically renew my Agreement for another year (unless Tahitian Noni International elects to exercise its right not to renew or if I am in breach of the Agreement). I understand that if I am not on the AutoShip program on the anniversary date of my Agreement, I will need to pay a renewal fee in order to renew this Agreement with Tahitian Noni International for another year. I understand that Tahitian Noni International will issue me written notice of my upcoming renewal at least 30 days before my anniversary date, and it will notify me of any renewal fee price increases at least 30 days prior to the increase.

6. Assignment. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Tahitian Noni International. Tahitian Noni International may freely assign this Agreement at any time. Any attempt to transfer or assign this Agreement without the express written consent of Tahitian Noni International renders this Agreement terminable at the option of Tahitian Noni International and may result in termination of my business.

7. Breach of the Agreement. I understand that if I fail to comply with the terms of this Agreement, Tahitian Noni International may, at its discretion, impose upon me disciplinary action as set forth in the Policy Manual. 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. If I fail to pay for products or services when payment is due or am indebted to Tahitian Noni International for any reason, I authorize Tahitian Noni International to withhold and retain the appropriate amounts from my bonus or commission checks or to charge my credit cards which I have placed on file with Tahitian Noni International.

8. Limitation of Liability and Indemnification. Tahitian Noni International, its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for special, indirect, incidental, consequential or exemplary damages. If Tahitian Noni International is found to be in breach of this Agreement, the amount of damages I may claim shall be limited to the amount of unsold inventory that I personally purchased from the company and have remaining on hand. I release and agree to indemnify Tahitian Noni International and its affiliates from all liability arising from, or relating to my actions in the promotion or operation of my Tahitian Noni International business and any activities related to it (for example, but not limited to, the presentation of Tahitian Noni International products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

9. Entire Agreement. This Agreement and the Policy Manual, in their current forms and as amended by Tahitian Noni International at its discretion, together constitute the entire agreement between Tahitian Noni International and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement or Policy Manual are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and the Policy Manual (in their current form or as subsequently modified), the Policy Manual shall govern.

10. Waiver and Severability. Any waiver by Tahitian Noni International of any breach of this Agreement must be in writing and signed by an authorized officer of Tahitian Noni International. Waiver by Tahitian Noni International of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent

breach. 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.

11. Survival. Sections 8, 9, 10, 12, 13, and 16 of this Agreement, as well as the covenants against competition and solicitation and covenants to protect Tahitian Noni International's trade secrets, confidential information, and other proprietary materials, as set forth more fully in the Policy Manual, shall survive the termination of the Agreement.

12. Resolution of Conflicts. All issues relating to arbitration shall be governed by the Federal Arbitration Act. Issues not related to arbitration will be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of laws, unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to the Agreement shall be settled through binding arbitration in Provo, Utah, or such other location as Tahitian Noni International prescribes. Applicant waives all rights to a jury and/or court trial. Arbitration proceedings and discovery shall be governed by the Federal Rules of Civil Procedure (except that there shall be no right of appeal), and the Federal Rules of Evidence shall apply. If an IPC files a claim or counterclaim against Tahitian Noni International, he or she shall do so on an individual basis and not with any other IPC or as part of a class action. 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. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Notwithstanding this Arbitration provision, nothing herein shall prevent Tahitian Noni International from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Tahitian Noni International'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. Governing Law. The parties consent to exclusive jurisdiction and venue before any federal court in Salt Lake County or any state court in Utah County, State of Utah, for purposes of seeking equitable relief and/or 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.

14. Use of Name and Image. I authorize Tahitian Noni International to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.

15. Counterparts. Faxed copies of this Agreement shall be deemed an original. To be valid, copies submitted to Tahitian Noni International by fax must include the front and back of the document.

16. Data Protection. I give consent for Tahitian Noni International to process the personal data contained in this application/agreement and to transfer this personal data, together with information about this IPC accounts future sales activities, to any of Tahitian Noni International's worldwide subsidiaries and affiliated companies, and to other IPCs who are in the same sales organization or distribution chain, for the sole purpose of administering the sales and distribution of Tahitian Noni International's International products and providing reports to its IPCs of sales activity in their sales organization. I understand that this transfer of information may be made to countries without a level of legal protection of privacy equivalent to that provided in my home country. I understand that if I receive sales reports containing personal data of other IPCs, I agree that I will not use such data except in the administration and development of my sales organization, and that upon termination of this Agreement, I will immediately delete all such personal data from my files, except as otherwise required by law. The parties agree that this obligation survives the termination of this Agreement.

TERMS AND CONDITIONS & NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within FIVE (5) BUSINESS DAYS from the date you signed the IPC Agreement. 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 agreement. To cancel this transaction, mail or deliver a signed and dated notice of Cancellation, or send a telegram to Tahitian Noni International, 333 West River Park Dr., Provo, UT, 84604, NO LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer's Signature _____ Date _____
 (To be signed only if you desire to cancel this transaction)