



NEW  
BEGINNINGS  
UNLIMITED  
POSSIBILITIES

NuVerus USA  
2300 Valley View Ln, Suite 601  
Irving, TX • 75062  
Phone: 817.849.8897  
Fax: 817.796.1405  
Website: www.NuVerus.com

## Associate Application - USA

E-mail: support@NuVerus.com

### ASSOCIATE INFORMATION

Enroller Name (ID# if applicable): \_\_\_\_\_  
 First Name/Last Name/ Company: \_\_\_\_\_  
 SSN/Tax ID #: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ Suite No: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ P.O. Box: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Choose your Password (6 Digits): \_\_\_\_\_

### NUVERUS ASSOCIATE SUCCESS KIT

#### NuVerus Associate Success Kit - \$49.95

NuVerus Success Kit with Marketing Materials. 1 year subscription to a personalized NuVerus web site and virtual administrative online office. I understand that the yearly renewal fee for my personalized web site and online management office will be \$29.95 starting 1 year from the date of the processing of this application. I understand that the \$49.95 Associate Fee is Non-Refundable, except in states with buy-back laws, see Terms, paragraph 4.

### SELECT YOUR ASSOCIATE FAST START PACKAGE and MONTHLY ORDER (Optional)

When you enroll as a new Associate, we recommend you purchase a Fast Start Package. This will provide you with an initial inventory of product to share with your family, and to sample with your friends and prospects. Your Fast Start Package will also determine your entry level commissions (See Below). When you begin building your NuVerus business, you will want to earn the highest commissions possible. As you can see below, the Fast Start Package your purchase will determine the % commissions you earn when while you are building your NuVerus business. Professional Level Associates earn the highest level of commissions plus they earn 20% Binary Commissions for 6 months! For this reason the Professional Package is our most popular option.

#### Professional Fast Start - \$1049.95 (Includes Kit and Shipping)

Choose Product Package:

- 16 Plus + 48 Energy
- 8 Plus + 18 Energy + 4 Omega + 4 NuBlend + 6 Trim
- 7 Plus + 6 Omega + 5 NuBlend

Includes FedEx Shipping + 1 Year Website/Back Office Access

Monthly Auto Ship starting next calendar month - 4 Plus (\$159.95 + Shipping)

Can change or cancel Autoship

#### Business Fast Start - \$449.95 (Includes Kit and Shipping)

Choose Product Package:

- 6 Plus + 24 Energy
- 3 Plus + 12 Energy + 2 Omega + 1 NuBlend + 4 Trim
- 3 Plus + 2 Omega + 2 NuBlend

Includes FedEx Shipping + 1 Year Website/Back Office Access

Monthly Auto Ship starting next calendar month - Plus (\$159.95 + Shipping)

Can change or cancel Autoship

#### Basic Fast Start - \$249.95 (Includes Kit and Shipping)

Choose Product Package:

- 3 Plus + 12 Energy
- 1 Plus + 4 Energy + 1 Omega + 1 NuBlend + 1 Trim

Includes FedEx Shipping + 1 Year Website/Back Office Access

Monthly Auto Ship starting next calendar month - 2 Plus (\$99.95 + Shipping)

Can change or cancel Autoship

**MONTHLY ORDER ASSURANCE PROGRAM**

I understand that I need a monthly order of NuVerus products to be an active Associate each month. Therefore, if I chose a Fast Start Package above, starting the month after my enrollment, I agree to a monthly order as chosen above. I also understand that I can change my order by going to the 'autoship Order' section of my online office or by contacting Customer Service. I understand that in the event my autoship order is processed, NuVerus will use the payment method listed above. I understand NuVerus will ship my autoship order to the shipping address listed above. I understand that I can cancel my autoship order at any time in writing, by faxing or mailing a request to NuVerus at least 5 business days prior to my autoship anniversary date, which will be the same monthly day as the date of today's application.

**PAYMENT INFORMATION - (Enter only one pay method of Credit Card or E-Check)**

**Credit/Debit Card:** (Visa, MasterCard, American Express, & Discover accepted)  Visa  Master Card  Amex  Discover

Card Number:                      Exp. Date:   -   Security Code:     
(Last 3 digits listed on the back of card)

Name as it appears on the card: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_

**Card Billing Address**

Same as Main address at the top of page 1

Street Address: \_\_\_\_\_ Suite No: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ P.O. Box: \_\_\_\_\_

**E-Check** (Attach Canceled Check)

Bank Routing#: \_\_\_\_\_ Account#: \_\_\_\_\_  
Name on Account: \_\_\_\_\_ Bank Name: \_\_\_\_\_

**SHIPPING INFORMATION**

Same as Main address at the top of page 1  
(If using American Express as your payment method - please note that your shipping address MUST BE THE SAME as your billing address.)

Street Address: \_\_\_\_\_ Suite No: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ P.O. Box: \_\_\_\_\_

**NUVERUS ASSOCIATE APPLICATION TERMS AND CONDITIONS**

[ ] I authorize NuVerus to process this New Associate Application and NuVerus Associate Kit. I also authorize NuVerus to process the appropriate Associate Fast Start Package and Monthly autoship Order (if selected above). I authorize NuVerus to use the payment method as chosen above. By signing below, I apply to become a NuVerus Associate. I certify that I am of legal age (the age of majority) for the state in which I reside. I have carefully read the Terms and Conditions listed below and on the back of this application and agree to abide by them. I have reviewed and I understand the NuVerus Compensation Plan as posted at www.NuVerus.com. I understand that NuVerus is a new company, and that income expectations and disclosure cannot be determined until NuVerus has a multi-year track record in business. I understand and agree to the following NuVerus Refund Policy: In the event I decide to return my Fast Start Package, and/or any future Associate order I place, NuVerus will refund me 90% of the original product purchase price (minus shipping). I understand I must request a refund within 90 days of initial order date. I understand that I am responsible for the shipping charges. I understand that to request a refund, I must first contact Customer Service at support@NuVerus.com for a return authorization #. For resigning and terminated Associates only, and in LA, GA, IA, MA, MT, OK, TX, and WY only, "90 days" is changed to "one year." All additional terms of the buy-back laws of the stated jurisdictions will be honored. Additionally, Montana Associates who cancel within 15 days are entitled to a 100% refund of any consideration given to participate. I understand that I have the right to terminate my Associate Business at any time, with or without reason. I agree that such termination must be in writing by fax or mail to NuVerus.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## NUVERUS ASSOCIATE APPLICATION TERMS AND CONDITIONS (cont.)

Delivery: Typical ground transit time is 3-7 business days (excluding weekends and holidays.) Transit times vary depending on location - For orders using a check or e-check, delivery will take an additional 7 business days pending bank approval of funds - Once an order has been confirmed as delivered by our carriers, Fed Ex and the US Postal Service, NuVerus will not assume further responsibility for your receipt of the order. We recommend all orders be delivered to a secure address - If you are concerned about delivery, we recommend you contact Fed Ex, or the US Postal Service and ask them to only deliver products with your signature.

Transaction Notes: Your Member Orders will appear on your billing statement as "NuVerus". NuVerus reserves the right to collect all monies owed to the full extent of the law - The geographic location (IP Address) of your computer has been determined, and recorded - Credit Card fraud is a felony punishable by heavy fines and jail time - Your name and email address will be made available only to the parties as required to complete this purchase.

You must fax the completed signed original Associate Application and Agreement to: NuVerus - Fax: (817) 796-1405.

Your cancelled check or credit card charge constitutes your receipt and verification that your Application has been accepted by NuVerus. Retain a copy of this Agreement for your records.

By entering my Social Security (or Federal tax Identification Number, if applicable) on this Associate Application and Agreement, I certify that this number is my correct taxpayer identification number.

I have not been a NuVerus Associate, or a partner, shareholder, or principal of any entity having a NuVerus Associate Business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Associate Application and Agreement may result in action by NuVerus, up to and including termination of this Agreement.

### Terms and Conditions

1. I understand that as a NuVerus Associate: a) I have the right to purchase products and services from NuVerus at the Associate price. b) I have the right to offer for sale NuVerus products and services in accordance with these Terms and Conditions. c) I have the right to enroll Associates and Customers in NuVerus. d) I will assist, train, and motivate the Associates in my downline marketing organization. e) 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. f) I will develop, service, and/or maintain at least two Non-Associate Customers per month within 90 days of becoming an Associate. g) In order to be eligible to receive bonuses and commissions, at least 70% of my Personal Volume ordered each month must be used personally or by my family, used as sales aids for attracting Customers and Associates, or sold directly to customers. I will not purchase any products or services solely for the purpose of qualifying for overrides, commissions or bonuses. h) I will perform my obligations as an Associate with honesty and integrity. i) I will only use the sales contracts and order forms which are provided by NuVerus for the sales of its goods and services, and I will follow all policies and procedures established by NuVerus for the completion and processing of such contracts and orders.

2. I agree to present the NuVerus Marketing and Compensation Plan and NuVerus products and services as set forth in official NuVerus literature. I will make no claims regarding potential income, earnings, products or services beyond what is stated in official NuVerus literature, except as set forth in the Policies and Procedures, or unless I have received express written permission from NuVerus.

I will not: (a) use, produce, create, publish, distribute, or obtain from any source other than NuVerus, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to NuVerus products, services or the NuVerus Marketing and Compensation Plan; (b) use or display any NuVerus trademarks, trade names, service marks, logos, designs or symbols; (c) advertise NuVerus products, services or the NuVerus opportunity.

3. I agree that as a NuVerus Associate I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of NuVerus. 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 NuVerus. I understand that I shall control the manner and means by which I operate my NuVerus Associate Business, subject to my compliance with these Terms and Conditions, the NuVerus Policies and Procedures, the NuVerus 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 NuVerus FOR FEDERAL OR STATE PURPOSES.

NuVerus 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 NuVerus and all appropriate taxing jurisdictions, and all related rules and procedures.

4. I understand and agree to the following NuVerus Refund Policy:

In the event I decided to return my Associate Builder Package, and/or any future Associate order I place, NuVerus will refund me 90% of the original product purchase price (minus shipping). I understand I must request a refund within 90 days of initial order date. I understand that I am responsible for the shipping charges. I understand that to request a refund, I must first contact Customer Service at support@NuVerus.com for a return authorization #. For resigning and terminated Associates only, and in LA, GA, ID, MA, MT, NE, OK, SD, TX, and WY only, "90 days" is changed to "one year." All additional terms of the buy-back laws of the stated jurisdictions will be honored. Additionally, Montana Associates who cancel within 15 days are entitled to a 100% refund of any consideration given to participate.

5. I have carefully read and agree to comply with the NuVerus Policies and Procedures, the NuVerus marketing and Compensation Plan, all 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 NuVerus. I understand that these Terms and Conditions, the NuVerus Policies and Procedures, the NuVerus Marketing and Compensation Plan may be amended from time to time, and I agree that any such amendment will apply to me. Notification of amendments shall be published in official NuVerus materials and sent to all Associates. The continuation of my NuVerus Associate Business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

6. The initial term of this Agreement is 1 year from the date of its acceptance by NuVerus. This Agreement is thereafter renewable for additional one-year terms each year on the anniversary date of this application. I understand that I am paying \$49.95 as a new Associate for the purchase of a NuVerus Associate Kit and the use of a NuVerus personalized web site and online management office for 1 year. I understand that the yearly renewal fee for my personalized web site and online management office will be \$49.95, and will automatically be deducted from my account, or billed to my payment method on file.

If I fail to annually renew my NuVerus business, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a Associate, and shall not be eligible to sell NuVerus LLC 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. NuVerus expressly reserves the right to terminate all Associate Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products and services via direct selling. In the event of cancellation, termination or non-renewal, 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.

7. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of NuVerus. Any attempt to transfer or assign this Agreement without the express written consent of NuVerus renders this Agreement voidable at the option of NuVerus and may result in termination of my Associate Business. The Associate Business is inheritable, pursuant to the laws of the state of the decedent, subject only to the successor in interest signing and agreeing to the terms of the then current Associate agreement.

8. I understand that if I fail to comply with the terms of this Agreement, NuVerus may, at its discretion, terminate my Associate Business or impose upon me disciplinary action, including but not limited to, forfeiture of bonuses and commissions, loss of all or part of my downline marketing organization. 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 this Agreement is terminated for any reason, I will forever lose my rights as an Associate, including rights to my downline marketing organization, and rights to compensation pursuant to the NuVerus Marketing and Compensation Plan. If I fail to pay for products and services when payment is due, I authorize NuVerus to withhold the appropriate amounts from my bonuses or commissions, to charge my credit cards, or debit my accounts, if any, which I have authorized NuVerus to charge.

I understand that the failure to promptly pay for products constitutes a breach of this Agreement.

9. To the extent permitted by law, NuVerus, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred as "affiliates"), shall not be liable for, and I release NuVerus and its affiliates from, and waive all claims for any loss or products, indirect, direct, special or consequential damages or any other loss incurred or suffered by me as a result of: (a) my breach of this Agreement or the NuVerus Policies and Procedures; (b) the improper promotion or operation of my Associate Business and any activities related to it (e.g., the presentation of NuVerus products or Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for NuVerus to operate its business, including without limitation, my enrollment and acceptance into the Marketing and Compensation Plan or the payment of Commissions or Bonuses.

I agree that the entire liability of NuVerus and its affiliates for any claim whatsoever related to the relationship of NuVerus and myself, including, but not limited to, any cause of action sounding in contract, tort or equity shall not exceed, and shall be limited to, the amount of products I have purchased from NuVerus under this Agreement or any other agreement that are in resalable condition. I further agree to indemnify, hold harmless, and defend at my expense NuVerus and its affiliates against any and all claims, demands, costs, losses, damages, liabilities, judgments, attorney fees and all other expenses arising or alleged to arise in connection with my Associate Business.

10. This Agreement constitutes the entire contract between NuVerus and myself. Any promises, representations, offer, or other communications not expressly set forth in this Agreement is 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 Associate 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.

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