

**Coffeecell USA Ltd. LLC**

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**INDEPENDENT PARTNER  
Application & Agreement or Renewal**

**Applicant Information:**     New Application     Renewal     check either box

Last Name of Applicant <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss		First Name	Middle Initial	ID#:	Office Use Only
Postal Address (this will be your shipping address for all correspondence & Shipping. P.O. Boxes cannot be used)			City or Town	State	Zip Code
Daytime Telephone	Home Telephone	Fax Number		Cell Number	
Date of Birth (mm-dd-yyyy)	Email Address		Social Security Number (Require verification)		

**Sponsor Information**    (NO SPONSOR CHANGES ARE ALLOWED)

Last Name (Business Name) of Sponsor	First Name	Sponsor's Telephone	Sponsor I.D. Number
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The Applicant has read and understands the Terms and Conditions contained herein by affixing his or her signature below.

_____	_____	_____	_____	_____
Applicant Signature	Date	Please Print Name	Witness Signature	Date

Coffeecell USA Ltd.LLC(referred to herein as CC) is a Wyoming Corporation extending distribution of their products through direct sales MLM Strategy in United States of America. The Applicant is desirous of becoming a CC "Independent Partner" (referred to herein as IP) to sell CC products and services earning compensation in accordance to CC's Compensation Program and agrees to adhere to the terms and conditions of this Agreement.

**Terms and Conditions**

- There is no fee to register and no mandatory product purchase requirement to register as an IP with CC. An IP is not required to maintain a product inventory.
- The Applicant is of legal age in the jurisdiction in which he/she resides, which constitutes the home jurisdiction of the Applicant. This Application and Agreement signed by the Applicant becomes effective on the date received and accepted by CC Office. (Faxed Applications will be accepted by CC subject to receipt of the Original copy within fifteen (15) days).
- The Applicant has been introduced to CC by a registered IP herein referred to as a Sponsor, who is presently in good standing with CC. The Applicant's Sponsor has familiarized the Applicant with CC products and services, Marketing Program, and the Terms and Conditions, Policies and Procedures, Compensation Plan, and CC's American sales procedures.
- The Applicant acknowledges that neither CC nor the IP's sponsoring has made any claims of guaranteed profits or representations of expected profits. An IP will not make false statements, disclosures, or potential earning claims or representations in promoting the CC's income opportunity or its product and services other than as printed in official corporate literature.
- The foundation of CC is built on ongoing retail product sales and service. A qualified IP agrees to promote product sales on an ongoing basis to consumers. An IP may be required upon request to show proof of retail sales activities by submitting a copy of their Retail Customer's Sales Receipt. IP understands that only an authorized IP who has completed training may present the CC's Compensation Plan at a public presentation.
- An IP is wholly responsible for Self Employment Tax, Unemployment Insurance and State and City licensing in their home jurisdiction and/or the jurisdictions in which a IP conducts business. The IP holds CC harmless of all liability related to IPs failure to file appropriately or comply with these regulations (unless signed Agreements are completed by CC for State Sales Tax submissions).
- CC shall collect and remit all applicable sales and use taxes on behalf of IPs. The sales and use taxes are calculated based on the suggested retail price of the product.
- Since the Business Manual is an indispensable tool required to perform the teaching and training function of an Independent IP, all IP must purchase the Business Manual.
- The Applicant understands that he/she is not guaranteed any income, nor assured of any profits or success, and may earn compensation based solely upon the sale of the CC's products and or services. Only Registered IPs may sponsor new IP and earn commissions.
- This Application does not constitute the sale of a franchise, no exclusive territory will be granted to anyone and no franchise fees have been paid. The Applicant is not acquiring any interest in CC or creating a security by the acceptance of this Agreement. An IP is not an employee, agent, joint venturer or partner and may not create or incur liability and/or obligations of any kind in the name of CC. An IP will identify himself or herself at all times as an independent IP registered with CC.
- IPs who sponsor other IPs agree to perform a bona fide supervisory, distributive and selling function in connection with the sale of the Company's products and services to consumers. The IP agrees to train their sponsored IPs, to have ongoing contact and provide management supervision to his or her sales organization. Examples of such supervision may include, but not limited to: newsletters, e-mail, written correspondence, personal meetings, telephone contact, training sessions, or accompanying individuals to CC training, etc. IPs are required to provide evidence of fulfillment of sponsor supervision responsibilities to the CC office.
- A partnership or Corporation may hold an IP business in CC. Applicants will submit their Registered Business numbers and copies of Certificate of Incorporation. The Corporation will appoint one representative/contact to complete an IP's Application Form and adhere to CC Policies and Procedures. However, an individual may not participate in more than one level of Distributorship.
- CC must receive this Independent IP Application in legible form. Secured Internet sign-ups will be considered valid. Faxed copies will suffice to place a new IP in the Compensation Plan of the sponsoring IP, however, no bonus or commissions will be paid until the original copy of the Agreement is received in the office. CC reserves the right to accept or reject any application or person or corporation as a IP.
- Husband and wife may each have their own IP business, however, under no circumstances may husband and wife be sponsored in different IPship lines. Either the husband or wife must be the sponsor of the other(s). Any attempt at crossline sponsoring will be terminated by the CC.

CC-ID : Continued from page 1 ...

15. The term of this Agreement is one (1) year. This Agreement may be automatically renewed on the annual anniversary date of acceptance by CC.

16. An IP understands and agrees not to reprint or re-label the CC's product or literature under any other name or label, and refrain from producing, selling, and using for purpose of advertising, promotion, or describing the CC's products, plan, or any portion of the programs, written, recorded, or any other method of application which has not received prior written approval from CC.

17. An IP is not allowed under any circumstances to sell, advertise, or promote at a CC function any products, or varied business opportunities not directly associated with CC. IP agrees not to use CC contacts to promote the sale of other products and to hold CC information confidential.

18. IP will use only CC printed materials when representing CC products, marketing, and compensation program. CC's IPs are not allowed to market products and services on a cold call residential door to door method unless specific authorization has been obtained from CC for authorized jurisdictions. IP will make no statements, claims or warrants that are not contained in authorized "printed materials" and further agrees to adhere to principles of ethical business practices protecting CC's formulations, trade names, trademark and the "Goodwill" attached to CC.

19. Any advertisement which exhibits the CC name, logo, or trademarks must be approved by CC prior to any advertisement. IPs may advertise without CC approval, provided that they do not use the corporate name, logo, or trademarks. The company strictly prohibits all IPs from utilizing websites to advertise or promote the products or opportunity, other than official CC sponsored and maintained websites.

20. Use of Image: the IPs who achieves awards and or attends Corporate Training meetings or company functions, herein provides CC authorization to use their photo image, name and the authority to publish their achievement status in corporate promotional & printed materials. Notice to the contrary of this disclosure must be submitted by the IP in writing to CC Office for their exclusion.

21. Payment of Commissions. Commission calculations are based on Retail product activity. IPs' compensation is calculated on a monthly basis and paid on the 15th day of the following month based on the IPs' status of achievement and their sales achievements in the pay period.

22. IP understands and agrees that because of the personal nature of this Agreement it may not be transferred or otherwise assigned without the prior written consent from CC. Consent will not be unreasonably withheld. Change of sponsorship is prohibited.

23. An IP may not sell, either personally or by making the product available indirectly, in retail stores, trade show exhibits, swap meets or agencies without written corporate authorization. IPs understand that all advertising, promotional materials, media exposure including TV, radio, or newspaper interviews must first be approved by CC.

24. REFUNDS: (a) Retail customers may return product to their IP or to CC if product was purchased directly from CC. Product must be in re-saleable condition for a 100% refund within the initial 7 days of purchase, from day 8 to 30 receive a refund in the amount of 70% purchase. Request must be in writing accompanied by copy of original order receipt. (b) IPs may return their retail customer returns to CC when product is in re-saleable, unused condition for a 100% refund within the initial purchase term of 7 days or from 8 to 30 days to receive a 70% refund of IP Purchase Price, less previously paid compensation paid to IPs. Product refunds are subject to individual state regulatory requirements. Product shipping and order handling costs will not be used in calculating a refund amount.

25. Resigning or terminated IPs' product and literature return requests are subject to the provisions of Paragraph 24, except in GA, ID, IN, LA, MD, MA, MS, MT, NE, NJ, OK, PR, SD, TN, TX, WA, and WY where they are subject to the greater of the provisions of Paragraph 24, or the Buy-Back statutory provisions of the specific jurisdiction. Additionally, Montana IPs who cancel within 15 days are entitled to a 100% refund of any consideration given to participate. All IPs' awards made on returned products will be debited from the previously paid commissions and bonuses. IPs will pay shipping postage and restocking costs for returns and accompanied by a Return IP Number obtained from CC prior to shipping. Refunds will be issued within 20 business days from receipt of approved returned goods. The resigning IP is not eligible to be sponsored into CC again for a period of six (6) months following the date of resignation.

26. IPs are not permitted to order unrealistic amounts of product. CC encourages the IPs to purchase only the amount of products they will realistically sell to retail customers on a one-month period and IPs will sell 70% of previous purchased product prior to re-ordering. IPs are required to request an R.P.N. (Returned Product Number) from office prior to returning the product to CC's shipping department. Refund payments are issued by CC 21 days from receipt of product and documentation.

27. IPs understand CC retains all rights to change product pricing, sales aids and materials at any time. CC expressly reserves the right to amend and/or change at any time the Policies and Procedures; the Compensation Plan; the IP Application and Agreement; all forms, instruments and documents, referred to therein; of design, formulation, and/or availability of any product or part thereof when it is in the best interest of IPs and/or the Company.

28. This Agreement shall be binding upon the successors or assignees of both parties and includes provisions contained in the Policies and Procedures, Rules and Regulations, and Compensation Plan, which are incorporated into this Agreement. CC reserves the right to terminate any IP or suspend said IP for a probationary period, when it is determined that the IP has violated the provisions of the IP Agreement, and or including the provisions of the Policies and Procedures or Terms and Conditions as they now exist or as may be amended, or the provisions of applicable laws and standards of fair dealing. If the IP wishes to appeal the termination, CC must receive the appeal, in writing, within fifteen (15) days from the date of mailing of the company's notice of termination.

29. In the event IPs or their legal counsel have questions concerning the regulatory status of CC, they may contact in writing to CC office. IPs understand and agree that no Federal or state government or agency, ever endorses or approves any Company or Compensation Plan, product or program and will make no such claims.

30. CC and IPs agree that any claims, dispute or other differences between them shall be exclusively resolved by binding arbitration, pursuant to Commercial Rules of the American Arbitration Association, with one Arbitrator, in Wyoming, Louisiana residents may arbitrate in New Orleans. Any and all costs including lawyer fees incurred on CC as a result of breach of this Agreement by an IP shall be borne by the IP. The IP understands and agrees that a violation of the terms of this Agreement or CC Policies and Procedures may result in the suspension and/or termination of this Agreement.

31. If any provisions of this Agreement or Application thereof to any person or circumstances is held to be invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions and the remaining provisions are declared to be servable. The CC Policies and Procedures, Terms and Conditions and official corporate Notices to IPs as may be issued periodically are incorporated into this IP Agreement and constitutes the entire agreement between the parties.

32. (a) LANGUAGE CLAUSE: The parties acknowledge that they have requested that the present Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted herein are drawn up in English.

Initial

**CANCELLATION RIGHTS:**

A PARTICIPANT IN THE MARKETING PLAN HAS A RIGHT TO CANCEL ANY TIME, REGARDLESS OF REASON; CANCELLATION MUST BE SUBMITTED IN WRITING TO COFFEECELL.