

**Consultant Application & Agreement to Terms**  
**Upon acceptance of this application to Symmetry, I agree as follows:**

1. I am an independent contractor conducting business for my own account, and not an employee, representative, or agent of Symmetry. I understand that since distributors are independent contractors, they will not be treated as employees with respect to their business activities for State or Federal tax purposes. I will conduct my Symmetry business in compliance with all Federal, State, and Municipal laws pertaining to my independent business operations.
2. I understand that this agreement will continue in force for a period of one year and will be automatically renewed each year contingent upon my continued activity and my payment of a membership renewal fee. This Agreement shall be effective from the date of acceptance by Symmetry at its office in San Jose, California. This Agreement shall be governed by the laws of the State of California. This Agreement is not assignable without the written consent of the parties hereto. I will abide by all Symmetry restrictions regarding the transfer of sponsorship of distributorships.
3. I shall conduct my Symmetry distributorship in full accordance with Symmetry's Policies and Procedures. I understand that failure to comply with Symmetry's Policies and Procedures could result in revocation of my distributorship.
4. I shall participate in the Symmetry marketing plan as it is currently in force, and as it may be modified from time to time. I will represent the Symmetry marketing plan and any income potentials therefrom honestly and accurately. I understand that any misrepresentation could result in revocation of my distributorship.
5. I will present descriptions of Symmetry products in a truthful and complete manner. All terms of sales will be clearly stated. I will fully support the Symmetry guarantee on all of its products. I will observe the highest standard of integrity, honesty and responsibility when dealing with others.
6. I will conduct myself in a professional, businesslike manner at all company and distributor functions and observe standard meeting etiquette.
7. I understand there is a membership renewal fee due each year in order to maintain my active status in Symmetry.
8. I understand that I may terminate this agreement at any time via written notice to Symmetry World Headquarters. If I should act contrary to the best interests of Symmetry Corporation (as determined by Symmetry), the company reserves the right to terminate this agreement via notice in writing, sent to the my address last known to the company.

**AutoShip Conditions**

1. Modifications and cancellations must be submitted in writing to us 10 days prior to the 5th for AUTOMATIC DEBITS and the 10th for CREDIT CARD CHARGES.
2. Your autoship order may be modified once every 3 months.
3. Cancellations no more than twice in a 12 month period.
4. If payment for a distributor's credit card standing order is declined more than 3 consecutive times in a 12 month period, the distributor's order will be automatically cancelled and you will be asked to wait a 90 day period before reinstating your AutoShip Order. After 90 days have passed, you may participate again by placing a New AutoShip Order.
5. If AUTOMATIC DEBITS cannot be executed due to the fact that a distributor's banking account is closed, the distributor will be automatically terminated from this program.
6. Symmetry will allow only one autoship order per distributorship.
7. If a distributor wishes to change payment from a CREDIT CARD to the AUTOMATIC DEBIT, they must cancel their current autoship order in writing and set up a new one.
8. Should we receive a non-sufficient funds notification from your bank, Symmetry will charge you \$2.00 fee. Should we receive three (3) non-sufficient funds notifications consecutively, your autoship order will be cancelled and you will be asked to wait a 90 day period before reinstating your autoship order. After 90 days have passed, you may participate again by placing a New AutoShip Order.

Questions regarding AutoShip Orders must always be forwarded to our Marketing Support division. Marketing Support can be contacted at (408) 942-7700. I have read and understand the AutoShip Order Conditions noted above. I hereby authorize Symmetry to process payment as noted in the Method of Payment section of this form for the current product RETAIL price less distributor discount, at the time the order is generated, plus applicable local sales tax and freight.