



TIENS

Independent Consultant Application and Agreement

Tianshi Health Products, Inc.

North American Head Office: 15 Allstate Parkway, Suite 105
Markham, Ontario L3R 5B4
CANADA

Canada:
Tel: (905) 475-8700
Fax: (905) 475-6800

North American Toll-Free Number:
1 (877) TIANSHI (842-6744)
Toll-Free Fax:
1 (877) 248-7452

Web Site: www.tiensna.com **E-mail:** info@tiensna.com

Tianshi I.D. Number (Office Use Only)
--

INDEPENDENT CONSULTANT INFORMATION *(Please print legibly)*

Applicant's Name (Last, First)				*SSN/SIN
Co-Applicant's Name (Last, First)				*SSN/SIN
Business Name (if applicable)			Tax ID Number	
Date of Birth (Month/Day/Year)				
Mailing Address (Courier cannot deliver to a PO Box)		City	Province/State	Postal/Zip code
Shipping Address (if different from Mailing Address)		City	Province/State	Postal/Zip code
()	()	()		
Home Phone Number	Alternative Phone Numbers		Fax Number	E-mail Address <small>(Tianshi will collect email addresses for the purpose of sending you updates and promotions)</small>
By signing below, I apply to become a Tianshi Independent Consultant and I accept all of the terms. I certify that I am of legal age (the age of majority) for the province or state in which I reside. I have carefully read the terms and conditions on the front and back of this Application and Agreement, and agree to abide by them. I understand that I have the right to terminate my position at any time, with or without reason. I agree that such termination must be in writing				
x	/ /		x	/ /
Applicant's Signature	MM / DD / YY		Co-Applicant's Signature	MM / DD / YY
Enroller's Name		Enroller's I.D. Number	Sponsor's Name	
			Sponsor's I.D.	

+Assumed Names, Corporations, LLCs, Partnerships, or Trusts - If your business will be owned by a corporation, partnership, LLC or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Partnership/Corporation Form and any other necessary documents and submit with this Application and Agreement.

Business Starter Kit	
All Independent Consultants are required to purchase a Business Starter Kit. The Starter Kit, sold to Independent Consultants at the Company's cost, contains valuable information and tools necessary to help you launch your Tianshi business. The cost of the Kit is \$35.00 plus your local, state and federal sales taxes and \$7.00 for shipping and handling.	
Method of Payment: <input type="checkbox"/> Cash, Debit, Check or Money Order <input type="checkbox"/> Please Charge my Visa, MasterCard, Amex	Kit \$ <u>35.00</u>
Name on Card _____ Card No. _____ <small>(must be that of the person signing the application, unless expressly authorized by head office with written consent from the new IC)</small>	Sales Tax* \$ _____
Signature _____ Exp. Date ____/____/____ 3-digit Security # _____	Shipping & Handling \$ _____
	Total \$ _____
	*Local, State & Federal
	Indicate Rate: _____%

Your canceled check or credit card charge verifies that your Application has been accepted by Tianshi.

Although all of your personal information is protected through Tianshi's privacy policies, in order to facilitate your sponsor and upline's businesses, your personal information (name, phone number, level, personal volume and autoship amount) may be displayed to them through genealogy reports.

*By entering my Social Security (in the U.S.) Social Insurance Number (in Canada), or Federal Tax Identification Number, or GST number, if applicable, on this Independent Consultant Application and Agreement, I certify that this number is my correct taxpayer identification number and that I am able to do business in the Province or State in which I reside. I have not been a Tianshi Independent Consultant, or a partner, shareholder, or principal of any entity having a Tianshi business within the past year. I understand that any intentional misrepresentation of any information I provide on this Independent Consultant Application and Agreement may result in action by Tianshi, up to and including termination of this agreement.

Terms and Conditions of Independent Consultant Agreement

1. Applicant shall become an Independent Consultant ("IC") upon acceptance of this application by Tianshi Health Products, Inc. ("Tianshi"). As an IC, I understand: I have the right to purchase products and services from Tianshi at the IC wholesale price. I have the right to offer for sale Tianshi products and services in accordance with these Terms and Conditions. I have the right to sponsor people into Tianshi. I will assist, train, and motivate the ICs in my Downline organization with ongoing support. I will comply with all federal, provincial, 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, provincial, state, county or municipal law, ordinance, rule or regulation. I understand that I must keep accurate records of retail sales and Tianshi may periodically ask me to provide documentation of such sales to Tianshi. In order to be eligible to receive bonuses and commissions, at least 70% of my Personal Volume must be sold to customers. I will not purchase any products or services solely for the purpose of qualifying for overrides, commissions, bonuses, or advancement in the Compensation Plan. By placing orders for products, I understand that such an act constitutes my certification that I have sold at least 70% of my previous order to retail customers. I will perform my obligations as an IC with honesty and integrity. I will only use Tianshi-provided sales contracts and order forms for the sale of Tianshi goods and services; I will follow all policies and procedures established by Tianshi for the completion and processing of such contracts and orders. As an independent business owner I agree to abide by all applicable privacy policies including, but not limited to, Tianshi Privacy Policies. I agree to protect any confidential and personal information given to me by either a customer, another Independent Consultant or the Company itself.
2. I agree to present the Tianshi Compensation Plan and Tianshi products and services as set forth in Tianshi literature. I will make no claims regarding potential income, earnings, products or services beyond what is stated in official Tianshi literature. Unless I have received express written permission from Tianshi, I will not: (a) use, produce, create, publish, distribute, or obtain from any source other than Tianshi, any literature, recordings (audio, video, or otherwise), sales or enrollment aids relating to Tianshi products, services or the Tianshi Compensation Plan; (b) use or display any Tianshi trademarks, trade names, service marks, logos, designs or symbols; (c) advertise Tianshi products, services or the Tianshi opportunity unless I have received specific approval and collaboration from Head Office.
3. I agree that as an IC I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Tianshi. 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 Tianshi. I understand that I shall control the manner and means by which I operate my Tianshi position, subject to my compliance with these Terms and Conditions, the Tianshi Policies and Procedures and the Tianshi 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; promotional, product, sales aids, administrative, travel, food, lodging, secretarial, office, long distance telephone, licensing fees and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF TIANSHI FOR FEDERAL, PROVINCIAL OR STATE TAX PURPOSES. Tianshi 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 Tianshi and all appropriate taxing jurisdictions, and all related rules and procedures.
4. I have carefully read and agree to comply with the Tianshi Policies and Procedures and the Tianshi Compensation Plan, both 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 Tianshi. I understand that these Terms and Conditions, the Tianshi Policies and Procedures, or the Tianshi Compensation Plan may be amended, and I agree that any amendment will apply to me. Notification of amendments shall be published in official Tianshi materials and sent to all ICs. The continuation of my Tianshi position or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The terms of this Agreement will remain in effect for as long as I am an Independent Consultant with Tianshi Health Products, Inc. If I fail to annually renew my Tianshi business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an IC. I shall not be eligible to sell Tianshi 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. Tianshi expressly reserves the right to terminate all IC 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.
6. I may not assign any rights or delegate my duties under this Agreement without prior written consent of Tianshi. Any attempt to transfer or assign this Agreement without the express written consent of Tianshi renders this Agreement voidable at the option of Tianshi and may result in termination of my position.
7. I understand that if I fail to comply with the terms of this Agreement, Tianshi may, at its discretion, terminate my position or impose upon me other 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 IC, including rights to my Downline marketing organization, and rights to compensation pursuant to the Tianshi Compensation Plan. If I fail to pay for products or services when payment is due, I authorize Tianshi to withhold the appropriate amounts from my bonus or commission checks, to charge my credit cards, or debit my checking accounts, if any, which I have authorized Tianshi to charge.
8. To the extent permitted by law, Tianshi, its directors, officers, shareholders, employees, assigns, successors, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Tianshi and its affiliates from, and waive all claims for any loss of profits, 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 Tianshi Policies and Procedures; (b) the improper promotion or operation of my position and any activities related to it (e.g., the presentation of Tianshi products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect data or information provided by me; or (d) the failure to provide any information or data necessary for Tianshi to operate its business, including without limitation, my enrollment and acceptance into the Compensation Plan or the payment of commissions or bonuses. I agree that the entire liability of Tianshi and its affiliates for any claim whatsoever related to the relationship of Tianshi 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 Tianshi under this Agreement or any other agreement that are in resalable condition. I further agree to indemnify, hold harmless, and defend at my expense Tianshi 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 Independent Consultant position.
9. This Agreement constitutes the entire contract between Tianshi 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 IC 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.
10. Any waiver by Tianshi of any breach of this Agreement must be in writing and signed by an authorized officer of Tianshi. Waiver by Tianshi of any breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
11. In the event that a provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only as necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the Federal, Provincial, State and local laws, unless the laws of the province or state in which I reside expressly require the application of its laws. Except as set forth in the Tianshi Policies and Procedures, or unless the laws of the province or state in which I reside expressly prohibit the consensual jurisdiction and venue provisions of this Agreement, in which case its laws shall govern, all disputes and claims relating to Tianshi, the IC Agreement, the Compensation Plan or its products and services, the rights and obligations of an IC and Tianshi, or any other claims or causes of action relating to the performance of either an IC or Tianshi under the Agreement or the Tianshi Policies and Procedures shall be settled totally and finally by arbitration in Toronto, Ontario, Canada, or such other location as Tianshi prescribes. The parties shall be allowed all discovery rights pursuant to the Federal Rules of Civil Procedure. If an IC files a claim or counterclaim against Tianshi, an IC shall do so on an individual basis and not with any other IC or as part of a class action. If an IC wishes to bring an action against Tianshi for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within one year shall bar all claims against Tianshi for such act or omission. IC waives all claims that any other statute of limitations applies. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive termination of the Agreement.
13. Returns: Please refer to the Company's Policies and Procedures.

Applicant's Signature _____

Date _____