



嘉康利（中国）日用品有限公司
Shaklee (China) Co., Ltd
Direct Seller Application

嘉康利业务号码（公司填写）
Shaklee Business Code (by Shaklee)

填表须知：

Notes:

1. 申请人须以正楷清楚填写各项资料并亲自签署。如需要做出任何修改，申请人必须在修改处签名。
The applicant shall print all required information and sign the application in person. If any revisions are needed, the applicant shall sign his/her name next to the revised part.
2. 提交本申请书时，申请人须出示身份证原件并提交身份证及须可通存通兑的个人结算银行账户资料复印件。
The applicant shall present his/her original ID card and provide Shaklee with one photocopy of his/ her ID card and one copy of his/her personal automatic banking account on the application.
3. 申请人保证不属于以下法律法规规定禁止成为直销员的人员：未满 18 周岁、无民事行为能力或者限制民事行为能力、全日制在校学生、现役军人、教师、医务人员、境外人员、嘉康利（中国）正式员工、法律或行政法规规定不得兼职的人员。
The applicant guarantees that he/she is not one of the following individuals who is prohibited by the laws and regulations to be recruited as a direct seller: individuals under the age of 18; individuals that have no or limited capacity for civil acts; enrolled full-time students; teachers, medical practitioners, civil servants and military personnel in active service; official employees of the direct selling enterprise; foreigners; and individuals that are forbidden by laws or administrative regulations to hold concurrent posts.
4. 申请人同意公司有权单方对《直销员须知》等公司规章制度做出相应调整，申请人承诺接受并遵守上述所有调整后的内容。
The applicant agrees that Shaklee reserves the right to modify or update the “P&R for Direct Sellers” at any time and from time to time with or without notice; the applicant agrees to observe the “P&R for Direct Sellers” and any of its consequential updates.
5. 本申请书及《直销员推销合同》一并填写并提交，但须经公司批准方可生效。
This application form and “direct seller contract” (the Contract) are required to be filled in and submitted together to Shaklee and will go into legal effective after Shaklee approves it.

嘉康利（中国）日用品有限公司直销员申请书

Shaklee China Direct Seller Application Form

(填写前请详读填写须知)

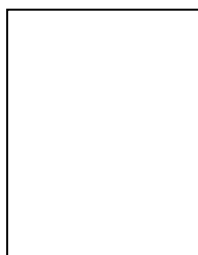
(Please read the Notes carefully before filling out the application)

申请人资料 Applicant Information		
姓名: Name:	性别: 男 <input type="checkbox"/> 女 <input type="checkbox"/> Gender: Male Female	职业: Occupation:
出生日期: Date of Birth: □□□□年□□月□□日	中国居民身份证号码: China Citizenship ID number: □□□□□□□□□□□□□□□□	
婚姻状况: 已婚 <input type="checkbox"/> 未婚 <input type="checkbox"/> Marriage: Married Single	学历: 博士 <input type="checkbox"/> 硕士 <input type="checkbox"/> 本科 <input type="checkbox"/> 大专 <input type="checkbox"/> 高中/中专 <input type="checkbox"/> 其它: Education: Doctor <input type="checkbox"/> Master <input type="checkbox"/> Bachelor <input type="checkbox"/> College <input type="checkbox"/> High School/Technical Secondary School <input type="checkbox"/> others	
户口所在地: Registered permanent residence		
暂住证所在地(如有): Current residence(if applicable)		
联系方式 Contact Information		
通讯地址: Mail address:		邮政编码: Post Code:
固定电话: Telephone:	手机: Mobile:	电子邮箱: Email Address:
银行名称(须可通存通兑的个人结算账户并提供复印件): Bank Name (It should be a company settlement account that can make deposits and withdrawals, please provide a photocopy of the bank information)		
户名: Account Title:	账号: Account Number:	
其他信息 Other Information		
<p>申请人声明: 申请人自愿填写本申请书, 保证所填写内容的真实性并承担因此而引起的法律责任。申请人已详读并愿意遵守《推销合同》、《直销员须知》等业务的规章制度。</p> <p>申请人签字: _____ 填写日期: □□□□年□□月□□日</p> <p>Applicant represents: I hereby covenant voluntarily to fill in this application form, I guarantee the authenticity of all the information hereof filled in and agree to assume all the legal liability derived from this application. I have already read and agree to abide by the "direct seller contract" "P&R for Direct Seller" and other business regulations as well.</p> <p>Applicant's Signature: _____ Date of Application: _____</p>		
本栏由公司填写 (by Shaklee)		
收到日期:	已收资料: <input type="checkbox"/> 身份证明复印件 <input type="checkbox"/> 照片(免冠1寸2张)	经办人: Operator:

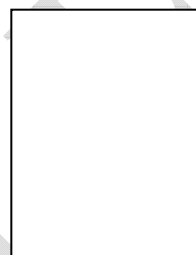
<input type="checkbox"/> □□□年□□月□□日 Date of receipt:	<input type="checkbox"/> 银行账户资料复印件 <input type="checkbox"/> 其它_____	
	Info. received: Photocopy of ID Photos Copy of Bank Account Others	

嘉康利（中国）日用品有限公司
Shaklee (China) Co., Ltd

照片（免冠 1 寸 2 张） PHOTO



身份证复印件：ID COPY



SAMPLE



嘉康利（中国）日用品有限公司
Shaklee (China) Co., Ltd

直销员推销合同

Direct Seller Contract

甲 方：嘉康利（中国）日用品有限公司

Party A:

地 址：_____

Address:

联系电话：_____

Telephone number:

乙 方（姓名）：_____

Party B

业务编号：_____

Shaklee Direct seller Number:

身份证号码：_____

ID number:

鉴于乙方已向甲方提出书面申请，愿意成为甲方招募的直销员，根据《直销管理条例》、《禁止传销条例》等有关法律法规的规定，双方经过协商，达成一致意见如下并共同遵守：

Whereas, Party B has applied in writing to be recruited as a direct seller of Party A, The Parties have hereby agree on mutual consent to the following terms according to "Regulations on Administration of Direct Selling" and "Regulations on Prohibition of Chuanxiao".

第一条：直销员招募 Article One: Direct Seller Recruiting

1、甲乙双方依法签订和履行本合同形成平等的合同关系。乙方不是甲方具有劳动关系的雇员，乙方不享受甲方雇员享受的任何权利或待遇，包括但不限于工资、奖金、福利、医疗、加班费、假期、保险等；除了本合同另有约定外，乙方不得使用甲方或甲方享有使用权的商号、商标等标识。乙方亦没有权利为甲方设定任何债务、义务、责任，承诺或合同。

Upon the execution of this Contract, Parties clearly understand that an equal contractual relationship instead of an employment relationship has been established. Party B does not benefit from Party A any employee rights and treatment including but not limited to salary, bonus, welfare, medical insurance, overtime pay, vacation and other insurance. Unless regulated clearly otherwise by this Contract, Party B shall not use the trade name, trade mark and other intellectual property of Party A or such rights that Party A has been entitled to use; Party B shall not setup any debt, obligation, liability, commitment and contract for Party A in the name of Party A.

2、只有甲方和甲方被依法批准确认的分支机构可以招募直销员，乙方不得自行招募直销员。乙方经培训、考试合格并签订《推销合同》后，由甲方颁发《直销员证》；乙方在取得直销员证后方可开展直销活动。

Only Party A and Party A's lawfully qualified branches can recruit direct seller, Party B shall not recruit any direct seller himself or herself. Party A will issue Party B a direct seller certificate after Party B complete the business training, pass the examination and sign this Contract; Party B shall launch the business only after he or she obtain the direct seller certificate.

3、乙方不属于下列不得被招募为直销员的人员：未满 18 周岁、无民事行为能力或者限制民事行为能力，全日制在校学生、教师、医务人员、公务员、现役军人、直销公司的正式员工、境外人员以及法律法规规定不得从事兼职的人员。

Party B is not any of the following individuals whom are forbidden to be recruited as a direct seller by laws and regulations: individuals under the age of 18; individuals that have no or limited capacity for civil acts; enrolled full-time students; teachers, medical practitioners, civil servants and military personnel in active service; official employees of the direct selling enterprise; foreigners, and

individuals that are forbidden by laws or administrative regulations to hold concurrent posts.

第二条：双方权利义务 Article Two: Rights and Obligations

1、甲方有权随时修订产品的价格，改进或停止生产某些产品，有权制定修改折扣计划以及激励计划等，乙方应当无条件接受；甲方将根据业务需要向乙方提供最新的产品信息和促销资料并提供免费的业务培训。

Party A has right at any time to set up and review products price, to increase, reduce, improve or stop the production of certain products, make or revise reward, incentive and discount plan; Party B shall accept all such actions by Party A without any condition. Party A will provide Party B with the most recent product information, promotion campaign materials and free corresponding business training.

2、乙方推销甲方直销产品，为消费者提供送货上门等服务。乙方应当将产品直接推销给最终消费者。

Party B shall sell the direct selling products of Party A directly to the end customers and provides the customer delivery service and related service.

3、乙方仅限于在甲方指定的一个分支机构所在省、自治区、直辖市行政区域内已设立服务网点的地区按甲方产品上标明的价格推销甲方产品。如果乙方需要变更地址，则应当提前 7 日以书面方式通知甲方并办理相应变更手续。否则甲方因此遭受任何损失的，乙方应当进行赔偿。

Party B agrees to sell the products at Party A marked price only within a Party A designated areas of a administrative region of the province, autonomous region or municipality where one of its branches is located and a service outlet has been established. If Party B has to change its registered address, Party B shall notify Party A in written seven days in advance following the information updating procedure, otherwise Party B shall compensated Party A all losses occurred accordingly.

4、乙方的订单必须得到甲方的确认才能够生效。对于乙方成功订购的货物，甲方将安排送抵双方约定的地点，相关费用按照《直销员须知》执行；乙方应当于收取订货前付清货款。乙方应按照甲方制订的价格销售甲方产品，并自行承担购买和销售甲方产品所需支出的所有费用。

Party B's order will become into effect only after Party A's acceptance and approval. Party B shall pay Party A delivery fee in accordance with the stipulation of "P&R for Direct Sellers" when Party B request Party A to deliver the products to an agreed address; Party B shall pay off Party A all bills of purchased products before the delivery; also Party B shall assume all the cost to buy and to sell the products and Party B agrees to sell the products strictly at the price that Party A has marked on the products.

5、甲方按月根据乙方每月实际销售的净营业额为基数，按甲方规定的比例计算乙方的销售报酬并将报酬于次月的前 15 个工作日之内（如遇国家法定节假日付款将顺延），由甲方代扣代缴直销员应缴纳的税费后，通过银行转账的方式直接拨入乙方在《直销员申请书》上填报的银行账户内。但是乙方或者消费者依照本合同的规定退货的，甲方有权从乙方的报酬中扣回相应金额。

Party A shall calculate Party B's commission at regulated rates based on Party B's monthly net turnover. After lawfully withholding and collecting of related taxes, Party A shall pay Party B by the way of bank transfer before or on the 15th of next month (the payment will be postponed in National statutory holidays). Party A has right to deduct corresponding amount of money from the commission when Party B or its customers return the purchased products in accordance with the regulation of product return policy.

6、乙方在进行推销活动中，不得擅自打折销售甲方的任何产品或销售与推销无关的服务，不得利用直销员的名义销售非甲方的任何产品或提供与推销无关的服务；乙方不得设立店铺销售甲方的任何产品或提供与推销无关的服务；不得向消费者以外的任何以销售为目的第三方（公司或个人）销售甲方的任何产品，也不能通过互联网销售甲方的产品；任何甲方制作和发布的、包括但不限于光碟、电子邮件和网页等电子形式制作和发布的广告、促销资料、培训资料、产品图片和文字描述、形象代言人照片或图片的版权归甲方所有；未经甲方事先书面许可，乙方不得全部或部分转载至包括网络在内的任何媒体。

The prohibited activities of the direct seller include without limitation to: sell the products for discount; provide other services not offered by Party A; sell other non- Party A's products in the name of direct seller; establish outlet to sell products; sell to third parties (entities or individuals) who aim at retail; and sell via internet.

Party A retains all the copyrights of all publishing works including but not limited to disc, advertisements in forms of email and internet website, promotion campaign material, business training material, product pictures, word description and the photos of the brand spokesman; Party B shall not reprint to any medias including internet any part of these works without prior written authorization of Party A.

7、乙方不得在任何网站中使用：“SHAKLEE”及“嘉康利”商标、或任何嘉康利公司的商品名称、标志和商业名称；不得在网站的域名、网址和提供网址转向的网络地址中使用和包含“SHAKLEE”及“嘉康利”商标或嘉康利公司任何产品名称；不得在网络搜索引擎上购买赞助广告，以及由搜索所用以决定网站排名的与网页有关的任何要素，如网址、标题标签等使用和提及“SHAKLEE”及“嘉康利”商标、或任何嘉康利公司的商品名称、标志和商业名称。

The prohibited activities of the direct seller with regard to the trademarks of “SHAKLEE” and “康嘉利”, and any product name, product symbol and trade name of Party A(the IPR) include: to use the IPR at any website; to employ and include the IPR in the website domain name, website link and redirecting website address; to purchase any search engine sponsor advertisement concerning the IPR; to buy any websites essential elements that may have significant influence over website rank, such as website domain names and title tags which contain the IPR.

8、乙方应同意免费提供姓名、肖像等作为甲方及分支机构内部统计及内外广告宣传资料等方面的使用。乙方不得诋毁甲方或甲方的其他营销人员，不得扰乱甲方或甲方其他营销人员的正常经营秩序。

Party B agrees that Party A and its branches have rights for free to use his or her name and portrait for domestic statistic and for in internal and external advertisement. Party B shall not defame Party A or other distribution personnel; Party B shall not disturb the normal operating of Party A and other distributors.

9、乙方在推销产品时，应当向消费者出示直销员证和本合同；未经消费者同意，不得进入消费者住所强行推销产品；消费者要求其停止推销活动的，应当立即停止，并离开消费者住所；成交前，向消费者详细介绍甲方的退换货制度；成交后，向消费者提供发票和由直销企业出具的含有退换货制度、直销企业当地服务网点地址和电话号码等内容的售货凭证。

Party B shall present this Contract and direct seller certificate to customers when he or she sells the products; Party B shall not enter the premises of a consumer to market products in a forcible manner without the permission of the consumer, and shall discontinue the marketing activity and leave the premises of the consumer immediately upon the request of the consumer; before closing a deal, Party

B shall explain the goods return policy of the enterprise to the consumer in detail; and after closing a deal, Party B shall provide the consumer with an invoice and a sales voucher containing such particulars as the goods return policy, the address and telephone number of the local service outlets of Party A.

10,甲方有权监督乙方履行本合同。如乙方违反国家相关法律法规,违反本合同的约定或甲方的《直销员须知》等规章制度,甲方有权给予乙方包括但不限于口头/书面告诫、暂停履行合同、缓发报酬,或提前解除《推销合同》的处罚。乙方的行为给甲方造成任何损失的乙方应当给予赔偿,甲方有权扣除部分或全部乙方报酬作为赔偿或者部分赔偿。

Party A has right to supervise Party B to carry out this Contract. If Party B violates any laws/regulations, or breach this Contract or "P&R for Direct Seller" or other rules released by Party A, Party A has right to warning Party B verbally or in writing, to suspend the execution of this Contract, to hold the commission or to terminate this Contract immediately. Party B shall compensate Party A if its forgoing action cause any damage to Party A, Party A has right to take off part or all of Party B's commission as part or total compensation.

第三条: 退换货制度 Article Three: Goods Return Policy

1、乙方自购买甲方产品之日起 30 日内要求换货或退货,并能提供购买发票和凭证(有赠品的应同时退回赠品),且产品包装未开封的,甲方及其分支机构或其所在地的服务网点应于乙方提出换货或退货要求之日 7 日内按照发票或者售货凭证标明的价款办理换货和退货;对于上述情形以外的其他情况以及乙方购买的甲方特价促销产品,甲方及其分支机构或其所在地的服务网点不予换货或退货。Direct sellers shall, within 30 days of the purchase of a direct selling product that has not been unsealed, request Party A and its branches or the local service outlets for replacement or return of goods on the strength of the invoice or sales voucher issued by Party A. Party A and its branches or the local service outlets shall handle replacement or return of goods on the basis of the price marked on the invoice or sales voucher within seven days after the direct seller has made the request for replacement or return of goods (gifts should be returned at the same time if applicable). Provided that Party B bought bargain priced promotion products or the other situation not stipulated by this article, Party A and its branches or the local service outlets are not subject to above goods return policy.

2、由于乙方违法或者违约,甲方解除《推销合同》的,甲方有权不接受乙方的任何退换货,而且在没有经甲方审核并同意之前,乙方不得重新申请成为甲方直销员。

When Party A terminates this Contract because of Party B's breach of this Contract or in accordance with laws and other rules, Party A is not subject to goods return policy. Party B could not reapply for direct seller without the consent of Party A.

第四条: 合同提前解除 Article Four: Termination of the Contract

1,本合同签订之日起 60 日内,任何一方均有权随时解除合同。合同签订之日起 60 日后任何一方如欲提前终止合同,应至少提前 15 日书面通知对方。合同的解除不影响双方在合同解除前的债权债务的清偿。

Within 60 days from the date of signature, any party may terminate this Contract. After 60 days from the date of signature, any party may terminate this Contract with 15 days written notice. The termination of this Contract will not affect parties to pay off to each other the debt that created before the termination.

2,在本合同有效期内,乙方身份发生变化,依据法律规定不得再从事直销行为,乙方应当提前 7 日书面通知甲方,则本合同自该通知指明的日期自动解除。如果乙方未尽到通知义务而甲方继续履

行本合同从而给甲方造成任何损失的，乙方应当予以赔偿。

When the identity of Party B changed within the term of this Contract, and Party B is no longer qualified to be a direct seller, Party B shall in advance seven days notify Party A such changes in written, and this Contract will be automatically terminated on the day designated by Party B within the notice. Otherwise, Party B shall compensate Party A all the losses occurred accordingly if Party B does not fulfill its obligation of notification

第五条：保密条款 Article Five: Confidentiality

所有关于甲方及其分支机构和产品的资料和信息（包括但不限于产品的销售技术、培训内容及资料等）均属甲方的商业秘密。在未经甲方书面许可的情况下，乙方不得将甲方商业秘密向任何第三方透露。

all and any of material and information concerning Party A, its branches and its products are trade secrets of Party A hereto, including without limitation, information encompassed in all marketing and sales plans, customer lists, financial information, costs, pricing information. Party B shall not disclose these trade secrets to any third party without the written consent of Party A.

第六条：法律适用及争议解决 Article Six: Applicable Law and Jurisdiction

本合同适用中华人民共和国的法律和法规；与本合同有关的任何争议应向甲方所在地人民法院提起民事诉讼。

This Contract will be governed by and construed in accordance with the laws of the P.R.China, and the parties hereby consent to the jurisdiction of the courts of competent jurisdiction in the area where Party A legally registered over all matters relating to this Contract.

第七条：生效与转让 Article Seven: Effectiveness and Right to Transfer

本合同自双方签字或盖章之日起生效，除非本合同另有约定，有效期至本合同签署之日起第十二个月最后一日止。本合同中任何乙方的权利义务，非经甲方的书面许可，不得转让给任何第三方。

This Contract shall become effective on the date when both parties execute or affix their seals to this Contract, unless otherwise terminated early pursuant to this Contract, this Contract will expire on the last day of the twelfth month from the day it come to effectiveness. Without the prior written consent of Party A, Party B shall not transfer any of its rights and obligations under this Contract to any third party.

第八条：其他 Article Eight: Miscellaneous

1、乙方填写的《直销员申请书》及甲方制定的《直销员须知》作为本合同附件，与本合同同时生效，并具有同等法律效力。

2、本合同一式两份，双方各执一份。

The "Direct Seller Application Form" filled out by Party B and "P&R for Direct Sellers" promulgated by Party A are all appendixes to this Contract and have the same legal effect with this Contract.

This Contract shall be written in two (2) counterparts respectively for each party. Both counterparts shall have the same legal effect.

甲 方：嘉康利（中国）日用品有限公司 乙方姓名（正楷书写）：_____

授权代表：_____ 乙方签署：_____

签订日期：_____年____月____日 签订日期：_____年____月____日

Party A:

Party B's name:

Authorized Representative:

Party B signature:

Date:

Date:

SAMPLE