



# RICHWAY & FUJI BIO INC.

## Independent Sales Associate (ISA) Agreement

1314 South King Street Suite 520, Honolulu, HI 96814 USA Tel: 808-589-2800 Toll-Free: 855-338-6410 Fax: 808-597-1651 www.richwayandfujibio.com

Please enter assigned ID number if pre-registered or previously active.

RICHWAY ID NO. \_\_\_\_\_ MD NO. \_\_\_\_\_ RICHWAY INVOICE (RI) NO. \_\_\_\_\_

PLEASE PRINT LEGIBLY.

### REGISTRANT INFORMATION

LAST NAME	FIRST NAME	MIDDLE INITIAL	TAX ID NO.*
BUSINESS NAME (IF REGISTERING UNDER A BUSINESS)			TAX ID NO.*
MAILING ADDRESS			DAY TIME TELEPHONE NUMBER
CITY	STATE	ZIP CODE	EVENING TELEPHONE NUMBER
EMAIL ADDRESS*			

\*Tax ID No.– Please indicate only one (1) Tax ID No. for registrant’s account. Failure of the registrant to provide a Tax ID No. will result in withholding of compensation. \*Email Address – It is important that Richway & Fuji Bio Inc. has a unique email address for every ISA. Richway & Fuji Bio Inc. will not share this information with any non-affiliated third parties.

### SPONSOR INFORMATION

LAST NAME	FIRST NAME	MIDDLE INITIAL
BUSINESS NAME (IF REGISTERED UNDER A BUSINESS)		

### PLACEMENT INFORMATION

(COMPLETE IF YOU ARE A NEW APPLICANT THAT HAS NOT PURCHASED A RICHWAY PRODUCT. CHECK WITH SPONSOR IF UNSURE)

LAST NAME	FIRST NAME	MIDDLE INITIAL
EXTENSION NUMBER	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	(CHECK ONE): <input type="checkbox"/> LEFT <input type="checkbox"/> RIGHT

### REGISTRATION PACKAGE

Lifetime Membership Registration Fee\* **\$80.00 (+ sales tax for HI residents)**

\*By registering, you will receive a free Distributor Kit which helps jump start your business by introducing you to the products and will lock in any benefits/promotions in the future.

CARD TYPE (CHECK ONE):  VISA  MASTERCARD  AMEX  DISCOVER

CARD HOLDER NAME

CREDIT CARD NUMBER  -  -  -

EXPIRATION DATE \_\_\_\_\_ SECURITY CODE \_\_\_\_\_

CARD HOLDER’S BILLING ADDRESS (IF DIFFERENT FROM ABOVE)

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE  -

CARD HOLDER’S SIGNATURE

### AUTHORIZATION AND AGREEMENT (REGISTRANT MUST READ AND SIGN)

**REGISTRATION PACKAGE** – I understand that I am paying a registration fee to become an ISA and that the Distributor Kit is free and not necessary to be a successful ISA. I further understand that I may have rights to a refund from the seller under certain circumstances; I will use my own good judgment and ensure that expenditures are consistent with my goals and with the profitability of my business; and, if I choose to register as an ISA, I will do so only after I have assessed the company’s Compensation Plan, Policies and Procedures, and Terms and Conditions.

**REGISTRANTS** – I certify that all of the information provided on this ISA Agreement is complete and correct, including my sponsoring ISA. I have read and agree to adhere to the terms of this Agreement, including the company’s Terms and Conditions on the second page. I need only to complete and submit this signed form to become an ISA. I certify that in deciding to become an ISA I have relied solely on the information contained in the Compensation Plan. I certify that I have received, read, and understood the Richway Compensation Plan.

X \_\_\_\_\_  
REGISTRANT’S SIGNATURE

\_\_\_\_\_  
DATE



# RICHWAY & FUJI BIO INC. TERMS AND CONDITIONS

Richway & Fuji Bio Inc. herein referred to as the company, willfully accepts applications for new Independent Sales Associate (Distributor), herein referred to as ISA, to market their products to retail customers. Whereas: the applicant herein is interested in becoming an ISA and earning compensation for the sale of company products to the retail customer.

- 01 Authorization and Contract.** Your contract with the company includes all the terms in this Agreement, any renewal form(s) executed or authorized by you, Terms of use, and Policies and Procedures, that become effective during the term of your contract. You acknowledge that prior to signing this Agreement you have received, read and understood a copy of the Compensation Plan, Terms of use, and Policies and Procedures authorized by the company, which are incorporated into this Agreement and made a part of it as if restated in full, as posted on [www.richwayandfuji.bio.com](http://www.richwayandfuji.bio.com), and that you have read and agree to all terms set forth in this Agreement.
- 02 Expiration and Renewal.** This Agreement is not in force until accepted by the Richway office. The term of this Agreement is valid for one (1) year from the date in which this Agreement was accepted by the Richway office. An ISA shall be entitled to cancel this Agreement at any time for any reason upon submission of written notice to the Richway office. Active and/or continued distributorship after the end of the term of the Agreement serves as an automatic renewal and acknowledgement of said Agreement.
- 03 Inactivity.** ISAs are considered inactive after one (1) year of no personal purchases or sales. To activate your status, send an email with your account name and last four digits of your ISA ID number to: [registration@richwayusa.com](mailto:registration@richwayusa.com). Inactive ISAs are not required to re-submit the signed Agreement. Activating distributorship serves as an automatic renewal and acknowledgement of said Agreement.
- 04 Distributorship.** To become an ISA of Richway & Fuji Bio Inc., a person (or legal entity) must be sponsored by a current active Richway & Fuji Bio Inc. ISA. No purchase or investment is necessary to become a Richway & Fuji Bio Inc. ISA. Purchases or investments does not include the registration fee. All application details must be filled out completely and properly. The company will not be responsible for loss of commissions or bonuses, nor delays in ISA's registrations due to errors by ISA in preparing or sending in this application or other documents.
- 05 ISA Limitation.** Only one ISA per person shall be given. All ISAs must be of legal age as designed by the State in which the ISA resides.
- 06 Richway ID number.** Currently, an ISA's ID number is their Tax ID number.
- 07 Independent Contractor Status.** An as independent contractor, the ISA shall abide by any and all federal, state, county and local laws, Policies and Procedures pertaining to the ISA application, and/or acquisition, receipt, holding, selling, distributing, or advertising of company products. The ISA shall make, execute or file, at his/her own expense, all reports and obtain licenses as required by law or public authority with respect to this application. The ISA is solely responsible for declaration and payment of all local, state, and federal taxes as they accrue because of the ISA's activities in connection with this application.
- 08 Presenting the Compensation Plan.** You agree when presenting the Compensation Plan to present it in its entirety, emphasizing that there is only one Compensation Plan for all ISAs, and that sales to Customers are a requirement to receiving compensation in the form of Bonuses on sales volume. In presenting the Compensation Plan to Prospects, you agree to utilize information from Official Richway Material or any literature, materials or aids specifically authorized in writing by the company.
- 09 Selling Product and Refunds.** You agree that you will not sell any Richway products until you have read the Policies and Procedures included in the Distributor Kit or company website ([www.richwayandfuji.bio.com](http://www.richwayandfuji.bio.com)), and you agree to make no representations or claims about any products beyond those shown on product labels and/or in Richway-authorized literature. You agree to inform Customers of their RI (Richway Invoice) number and of its importance in regards to their warranty and the Repair and Return Policy. You further agree to sell products available through or by Richway only in authorized territories, including all of the countries and territories of the Region, and to be bound by all sales tax collection agreements between the company and the various taxing jurisdictions, as well as the related rules and procedures established from time to time by the company to effectuate those agreements. A price list of retail products is available at [www.richwayandfuji.bio.com](http://www.richwayandfuji.bio.com). There are no sales quotas or minimum purchase requirements. You are required to advertise products at no less than the Minimum Advertised Price (MAP) indicated on the Price List and adhere to related rules and procedures indicated in the Policies and Procedures. You may return products that you have purchased for a refund in accordance with the Refund and Repair Policy.
- 10 E-Commerce Advertisements & Special Offers.** All ISAs must not advertise on any Online Internet Sales Commerce sites, such as but not limited to Amazon, eBay, Craig's List, iOffer, Webidz, eBid, BlueJay, eCrater, Online Auction, CQOut, etc. Special offers, discounts, calls for specials, free shipping and similar statements are not allowed on websites, social media (Facebook, Twitter, etc.) or any other types of media. An ISA's failure to abide by this policy will result in termination. If an ISA is found assisting in this type of activity in any way, any ISA's associated will be terminated.
- 11 Loading Inventory.** The Richway business is to create customers by retailing Richway products, for their personal use, or family use. It is company policy, however, to strictly prohibit the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions or advancement in the marketing commission program. ISAs may not load inventory, nor encourage others to load inventory. Failure to abide by this policy will result in termination. An ISA must be able to document that at least 70% of products purchased have been sold. Distributors will be requested to prove retailing of products of five (5) or more of the same product.
- 12 Order Submission.** Orders may be placed by telephone, mail, fax or the Internet. All telephone or fax orders must be paid by Visa, MasterCard, Discover, American Express, or Wire Transfer. Orders by mail may be paid by check, money order, Visa, MasterCard, Discover, American Express, or Wire Transfer. When paying with a credit card, the card number, expiration date, card security code, and billing address must be included. Customers and Independent Sales Associates will be charged \$35 USD for checks returned for insufficient funds.
- 13 Sponsorship.** An ISA who sponsors other ISAs must accept and fulfill the obligation of performing a bona fide supervisory sales management function in marketing products to the final consumer, educating these ISAs in the Richway Policies and Procedures, Richway Compensation Plan, Refund and Repair Policy and other business practices.
- 14 Commissions/Bonuses.** ISAs receive commissions/bonuses based on the volume of Richway products sold by themselves and their marketing organization. The Richway Compensation Plan describes the calculation of weekly and monthly bonuses. Weekly bonus payments are paid two weeks after proof in which the bonuses were qualified, and monthly bonus payments are paid on the last weekend of every month. Refer to the Compensation Plan for more information.
- 15 Claims/Warranties.** ISAs may not make any product claims, weight loss or health benefit claims, product warranties, claims for earnings and benefits, other than those published in Official Richway Material. ISAs shall not publish or distribute information relating to uses of Richway products other than those which are set forth in Official Richway Material. ISAs may not utilize Official Richway Material which is approved for use in one country to make product claims or promote Richway products in another country. All information related to Richway products must include this disclaimer: "These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease. This device does not cure cancer. It does not prescribe any diagnosis or treatment and only claims the statements in the medical device listing of the FDA's regulations. Specific medical advice should be obtained from a licensed health care practitioner. Any information and personal testimonies about this device does not reflect any medical claims." Failure to comply will result in termination.
- 16 Product Warranty.** Richway's product warranty term is a limited lifetime. If there are any problems with the product, the company will repair or exchange the product presented with their original invoice number. See Refund and Repair Policy for more information.
- 17 Resignation and Termination.** You may resign from your ISA Contract at any time prior to expiration by written communication to the company (1314 S King St #520, Honolulu, HI 96814). The company may terminate your ISA Contract as a result of breach of any of the provisions of your ISA Contract. The company may also take actions short of termination of your ISA Contract, as a result of breach of any of its provisions. In determining what actions to take in the event of breach of the ISA Contract, the company may consider without limitation the nature and severity of the breach, whether the breach can be or has been cured following notification by the company of the existence of the same, and whether there are multiple simultaneous, serial or repeating breaches. If you do not agree with action taken by the company under this paragraph, you may submit a dispute.
- 18 Modification of Terms.** The terms of your ISA Contract may be modified. It is the responsibility of the ISA to check for any modifications on our website ([www.richwayandfuji.bio.com](http://www.richwayandfuji.bio.com)). Continued involvement in the company indicates that you are aware and have acknowledged the modifications.
- 19 Jurisdiction and Governing Law.** This Agreement shall be governed by the laws of the State of Hawaii, and all claims, disputes, and other matters between the parties of this Agreement shall be made in Honolulu, Hawaii.

## RETURN THIS COMPLETED FORM TO RICHWAY TO FINALIZE YOUR ISA REGISTRATION.

- **Return instructions:** After you have read and understood the ISA Registration Agreement, verified the information supplied is complete and signed the agreement, you may send in a copy to Richway & Fuji Bio Inc. - 1314 S. King St #520, Honolulu, HI 96814 - Fax: (808) 597-1651 - Email: [customerservice@richwayusa.com](mailto:customerservice@richwayusa.com)
- **Previously registered ISAs:** If you have already been assigned your ISA ID number, you are temporarily authorized to act as an ISA. To maintain your ISA authorization without interruption or delays, a signed and completed ISA agreement must be submitted within seven (7) business days from the date of your first sale. You may complete and return the signed agreement to Richway & Fuji Bio Inc., or view this form online by logging onto the Richway website with your username and password.
- **Please retain a copy for your records.**