

STARLIGHT®

INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

80 Garden Court, Suite 100, P. O. Box 16027, Monterey, CA 93942-6027
 Telephone (831) 373-6800 • Fax Orders (800) 575-4309
 Website: www.starlightonline.com

If you purchased your Welcome Kit from your sponsor, place the Proof of Purchase Sticker here, otherwise enclose full payment as outlined below.

Office Use Only
 ID # _____

PLEASE PRINT CLEARLY AND FILL IN COMPLETELY

Sponsor Information

Sponsor I.D. Number _____ Sponsor Name (Last, First, Initial) _____ Sponsor Phone Number _____

Your Information

Applicant Social Security Number _____ Federal I.D. Number* _____
 Sole Proprietorship DBA Partnership* Male
 Corporation* LLC* Female

Name of Applicant (Last, First, Initial) (Please list your name) _____ Date of Birth _____

Co-Applicant (If applicable) Last, First, Initial (Must be completed on original application) _____ Co-Applicant Social Security Number _____

Name of Business* _____ Marital Status (Applicant) Single Married Date of Birth (Co-Applicant) _____

Street Address (Mailing Address) _____ Apartment No. _____ County _____

City, Town _____ State _____ Zip Code _____

Ship To Address (Cannot ship to a Post Office Address) _____ Apartment No. _____ County _____

City, Town _____ State _____ Zip Code _____

Area Code _____ Business Phone Number _____ Area Code _____ Home Phone Number _____ Area Code _____ FAX Number _____

E-mail Address (Applicant) _____

METHOD OF PAYMENT

Office Use Only: Verified by _____

- MONEY ORDER CHECK: Amt. _____ No. _____
 VISA MasterCard Discover

Once approved and accepted, I hereby elect to have my Distributor Application and Agreement automatically renewed in the month of its annual Anniversary Date by authorizing the Annual Renewal Fee charged to my credit card. This authorization shall remain in effect until I notify Starlight in writing to cancel my Automatic Annual Renewal option. (Initial)

I may elect to order product and/or sales aids in the future by telephone, fax, mail or internet. Please keep the following credit card information and signature on file to facilitate such orders. I authorize you to charge such orders to my credit card as listed. (Initial)

CREDIT CARD NUMBER _____

EXPIRATION DATE _____

Please PRINT Cardholder name as it appears on your statement _____

* For Partnerships, Corporations, or Limited Liability Corporations, applicant must provide a completed Corporate/Partnership form with supporting documentation. Sec 1.1g of the Company's Policies and Procedures.

In some states, Distributors may be eligible to claim a resale tax exemption, and by doing so, retain responsibility for the collection, reporting and payment of all such taxes. Please refer to Section 1.14b of the Company's Policies and Procedures for information regarding resale tax exemption.

| | |
|-------------------|----------|
| Welcome Kit | \$ 35.00 |
| Shipping/Handling | Free |
| Subtotal | \$ 35.00 |
| Local Tax | \$ |
| Total Enclosed | \$ |

- I have received my Welcome Kit from my Sponsor and have attached the Proof of Purchase Sticker above.
 I am enclosing \$35.00 plus tax or bill my credit card number listed above. Please send my Welcome Kit.

I, the undersigned, verify that I am over 18 years of age and that I have read and agreed to the terms and conditions associated with this document.

Applicant Signature _____

Date _____

Co-Applicant Signature _____

Date _____

No commission checks will be issued until Starlight receives and accepts the completed and signed Distributor Application.

TERMS AND CONDITIONS

The Terms and Conditions hereunder and the Policies and Procedures set forth in the Independent Distributor Welcome Kit as currently modified on STARLIGHT'S web site, www.starlightonline.com, form the agreement (Agreement) between the Independent Distributor and STARLIGHT upon acceptance by STARLIGHT of the Independent Distributor's Application and Agreement. The Applicant understands and agrees:

1. The Independent Distributor is hereby appointed on the Terms and Conditions herein contained and on the terms of the Marketing and Compensation Program, Policies and Procedures, and any other literature that may be issued or modified from time to time. The Independent Distributor agrees to observe and be bound by these Terms and Conditions.

2. The term of this Agreement shall be for one (1) year from the month of acceptance by the company, unless earlier terminated pursuant to Section 6 herein, and, provided the Independent Distributor does not default on the Terms and Conditions, this Agreement must be renewed by the Independent Distributor for successive terms of one (1) year in accordance with the then existing Policies and Procedures of the company in the anniversary month of this Agreement.

3. The Applicant is legally qualified in his/her state of residency to become a STARLIGHT Independent Distributor. Upon approval and acceptance of this Application by STARLIGHT, the Independent Distributor will be an independent contractor responsible for his/her own business and not an employee of STARLIGHT. As an independent contractor the Applicant will not be considered to be an employee of STARLIGHT for the purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, or any other laws pertaining to employees.

The Independent Distributor acknowledges that he/she is a wholly independent marketing representative who establishes and services retail customers of the company's products and/or services as an independent contractor. The position of Independent Distributor does not constitute either the sale of a franchise or a distributorship. This Agreement is not intended and shall not be construed to create a relationship of employer/employee, agency, partnership, or joint venture between any Independent Distributor, sponsor and/or the company.

As an independent contractor, the Independent Distributor shall:

- (a) Promote the retail sale of the company's products and/or services.
- (b) Abide by any and all federal, state, county and local laws, rules and regulations pertaining to this Agreement and/or the acquisitions, receipt, holding, selling, distribution or advertising of the company's products and services.
- (c) Abide by all of company's rules and regulations including those set forth in this Agreement and the Policies and Procedures of the company as they exist and as they may be modified from time to time.
- (d) At the Independent Distributor's own expense, make, execute or file such reports and obtain such licenses as are required by law or public authority with respect to this Agreement and/or the receipt, holding, selling distributing or advertising of the company's products and services.
- (e) Be solely responsible for the declaration and payment of all local, state and federal taxes as may accrue because of the Independent Distributor's activities in connection with this Agreement.
- (f) Not make any statements or representations regarding the company's products and/or services or Marketing and Compensation Program other than those contained in materials provided by the company. Failure to comply with this provision may result in the suspension or termination of the Independent Distributor.

4. An Independent Distributor who decides to terminate his/her Agreement with STARLIGHT may return merchandise and sales aid/literature items purchased directly from STARLIGHT in their original, condition to the Home Office for refund according to the following schedule:

| Purchase Period | Refund Percentage |
|-----------------|-------------------|
| 0-180 Days | 100% |
| + 180 Days | 0% |

Consult Policies and Procedures for specific instructions (1.19a) Any commissions already paid to the Independent Distributor on returned inventory, together with the value of any promotional prizes won by the Independent Distributor, will be deducted from the refund amount which shall be paid in sixty (60) days.

5. The Independent Distributor agrees not to utilize the STARLIGHT logo, tradename, marketing materials, product names or trademarks in any way other than those made available to Independent Distributors of STARLIGHT or permitted in the Policies and Procedures. The Independent Distributor shall not name STARLIGHT executives, employees, endorsement personalities, members of the Product Research Council or affiliates in any advertising format or medium without the express written consent of STARLIGHT.

6. The company may suspend or terminate this Agreement immediately in the event the Independent Distributor breaches any covenant contained herein or in the Policies and Procedures. An Independent Distributor shall be entitled to cancel participation in the marketing program at any time and for any reason upon notarized written notice to the company and the sponsoring Independent Distributor.

7. The Independent Distributor acknowledges that to become a STARLIGHT Independent Distributor there is no inventory purchase required. The only required purchase is that of an Independent Distributor Welcome Kit.

8. It is expressly agreed by the parties that there are or were no verbal or written representations, understandings, stipulations, agreements, or promises relating to the subject matter of the Agreement not incorporated in writing in the Agreement. This Agreement and the terms of the Marketing and Compensation Program and Policies and Procedures and any other literature that may be issued or modified from time to time constitute the entire Agreement between the parties hereto, which cannot be amended by the Independent Distributor unless such amendment is acknowledged in writing by the company.

9. The Independent Distributor understands the company does not discriminate in its acceptance or rejection of applicants because of race, creed, sex, color, national origin, religion or sexual orientation.

10. The Independent Distributor acknowledges and understands that this Agreement shall not become binding on either party until it has been accepted by the Company at its home office and shall be governed by the laws of the State of California. Any dispute regarding the Agreement or the enforcement of the terms and conditions of the Agreement, including the Policies and Procedures of the Company shall be resolved under the rules set forth in paragraph 1.16 of the Policies and Procedures of the Company. In the event that a provision of this Agreement or the Policies and Procedures are held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of this Agreement and the Policies and Procedures shall remain in full force and effect.

11. The Terms and Conditions of this Agreement shall be binding upon and enforceable by the heirs, executors, administrators and transferees of the parties hereto.

12. The company and the Independent Distributor understand and agree that company may, at its election, modify these Terms and Conditions, the Policies and Procedures and the Marketing and Compensation Program any time upon reasonable notice to the Independent Distributor. The changes will become effective on the date the notice is given.