

4LIFE RESEARCH PHILIPPINES, LLC INDEPENDENT DISTRIBUTOR TERMS AND CONDITIONS

- 1.** In accordance with the terms and conditions herein, I hereby submit my Distributor Application and Agreement to become an **Independent Distributor**, (hereinafter referred to as "Distributor") with 4Life Research Philippines, LLC. (hereinafter referred to as "Company"):
- 2.** The 4Life Policies and Procedures and the 4Life Compensation Plan are incorporated by reference into the terms and conditions of this Agreement, in their current form and as amended by 4Life at its sole discretion. As used throughout this document, the term "Agreement" refers to this Distributor Application and Agreement, the 4Life Policies and Procedures, and the 4Life Compensation Plan.
- 3.** This Agreement becomes effective on the date accepted by the Company. An executed online, facsimile or original hard-copy of this Agreement must be received by Company within thirty (30) days for me to be officially accepted as a 4Life Independent Distributor. If the Company does not receive an executed online, facsimile or original hard-copy of this Agreement from me, I understand that this Agreement will be cancelled. I acknowledge that my signature on my online application or facsimile application shall be deemed by the Company to be my original signature. Faxed applications must include both the front and back of this Agreement.
- 4.** Upon acceptance of this Application, I understand I will become a Distributor of the Company and will be eligible to participate in the sales and distribution of the Company's goods and receive commissions in connection with such sales in accordance with the Company's Policies and Procedures and Compensation Plan.
- 5.** I understand that as a Distributor, **I am an independent contractor; not an agent, employee or franchisee of the Company.** I UNDERSTAND AND AGREE THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF 4LIFE FOR INTERNAL REVENUE TAX PURPOSES. I understand and agree that I will pay all applicable income taxes, self-employment taxes, local taxes and/or local license fees that may become due as a result of my activities under this Agreement.
- 6.** I understand and agree that my remuneration will consist solely of commissions and/or bonuses from the sale of 4Life products. I shall receive no commission from the mere act of enrolling others into the program, and I shall not represent to others that it is possible to receive any income simply from enrolling others in the program.
- 7.** I agree that as a Distributor, I will operate in a lawful, ethical and moral manner and will use my best efforts to promote the sale and use of the products offered by the Company to the general public. I understand that as a Distributor, my conduct must be consistent with public interest and I will avoid all discourteous, deceptive, misleading or unethical practices. In addition, I agree to abide by all local laws governing the operation of my 4Life business.
- 8.** I understand that I am not guaranteed any income, nor am I assured any profit or success. I am free to set my own hours and determine my own location and methods of selling, within the guidelines and requirements of this Agreement. I agree that I am responsible for my own business expenses in connection with my activities as a Distributor.
- 9.** I certify that neither the Company nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as a Distributor. I understand that my success as a Distributor comes from Retail Customer sales, Preferred Customer sales and the development of a marketing network. I understand and agree that I will make no statements, disclosures or representations in selling the Company's goods or in the sponsoring of Preferred Customers, other than those contained in approved Company literature.
- 10.** UNCLAIMED COMMISSIONS AND CREDITS: Distributor must submit Distributor Application & Agreement Form (DAA) containing a valid Bank of the Philippine Islands (BPI) bank details and Tax Identification Number (TIN) in order for the company to transfer all cash commissions and bonus. With regard to unclaimed commissions and credits for terminated Distributors, the Company adheres to escheat laws of each state, which may include a transaction fee in favor of 4Life.
- 11.** If I sponsor other Preferred Customers, I agree to perform a bona fide supervisory, distributive, selling and training function in connection with the sale of the Company's goods to the end user.
- 12.** I understand and agree that the Company may make modifications to the Agreement at its sole discretion, and that all such changes shall be binding upon me. All changes to the Agreement shall become effective upon publication in official Company literature. The continuation of my 4Life business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- 13.** I understand that the acceptance of this Agreement does not constitute the sale of a franchise, that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.
- 14.** Distributors may not assign any right nor delegate any duty arising under this Agreement without the prior written consent of the Company. Any unauthorized assignment or delegation shall be voidable at the option of the Company.
- 15.** The term of this Agreement is one year from the date of enrollment as Preferred Customer. There is a Material and Subscription Fee (annual renewal fee) which is due on each anniversary. In order to ensure that a Distributor is following the "spirit" as well as the "letter" of Company Policies and that the Distributor is operating his/her 4Life business in an ethical manner consistent with the image and character of 4Life, all renewals are subject to the acceptance by the Company. Failure to renew shall result in the cancellation of my Distributor Agreement.
- 16.** PRODUCT GUARANTEE: 4Life offers a one hundred percent (100%) thirty (30)-day money back satisfaction guarantee (less shipping charges) to all Retail Customers and Preferred Customers. If a Retail Customer purchased a product from a Distributor, the Retail Customer must return the product to that Distributor for a refund or replacement. If a Retail Customer or Preferred Customer purchased the product directly from the Company, the product should be returned directly to the Company. This guarantee is limited to Php16,800 in any 12 month period. If a Distributor wishes to return merchandise exceeding Php16,800 in any 12 month period, the return will be deemed an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms in the "Return of Inventory and Sales Aids by Distributors" section of these Policies, and the Distributor's Agreement shall be canceled.
- 17.** I agree to indemnify and hold the Company harmless from any and all claims, damages and expenses, including attorney's fees, arising out of my actions or conduct, and that of my employees and agents in violation of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, unless the laws of the country in which I reside expressly require the application of its laws. Except as set forth in the 4Life Policies and Procedures, or unless the laws of the country 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 4Life, the Distributor Agreement, the 4Life Marketing and Compensation Plan or its products, the rights and obligations of an independent Distributor and 4Life or any other claims or causes of action relating to the performance of either an independent Distributor or 4Life under the Agreement or the 4Life Policies and Procedures shall be settled totally and finally by arbitration in Salt Lake County, Utah, or such other location as 4Life prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. The parties shall be allowed all discovery rights pursuant to the Federal Rules of Civil Procedure. If a Distributor files a claim or counterclaim against 4Life, a Distributor shall do so on an individual basis and not with any other Distributor or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if needed, 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 any termination or expiration of the Agreement.
- 18.** The parties waive all rights to incidental, consequential, exemplary and punitive damages arising from any violation of the Agreement.
- 19.** The parties consent to jurisdiction and venue before any federal or state court in Salt Lake County or Utah County, State of Utah for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the country in which I reside prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that country's law shall govern issues relating to jurisdiction and venue.
- 20.** I shall be subject to sanctions as specified in the Policies and Procedures at the Company's discretion for the violation or breach of any term or provision of the Agreement. Upon the voluntary or involuntary cancellation of this Agreement, I shall lose and expressly waive, any and all rights, including property rights, to my previous downline organization and to any bonus, commission or other compensation arising from the sales generated by myself or my prior downline organization.
- 21.** I certify that the number shown on this form is my correct Taxpayer Identification Number duly issued by the Bureau of Internal Revenue.
- 22.** The Company shall be entitled to deduct and offset from any commissions, bonuses or any other money payable to me, any amounts past due and unpaid for purchases of Company products, or any other money owed to the Company by me.
- 23.** I have read this Agreement, and acknowledge receiving and reading all documents incorporated by reference. I agree to abide by and be bound by the terms contained therein.
- 24.** Any waiver by 4Life of any breach of this Agreement must be in writing and signed by an authorized officer of 4Life. Waiver by 4Life of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.