

4LIFE RESEARCH USA, 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 USA, LLC (hereinafter referred to as "4Life" or the "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 the Company within thirty (30) days for me to be officially accepted as a 4Life 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 THE COMPANY FOR FEDERAL OR STATE TAX PURPOSES, nor will I be treated as an employee for purposes of the Federal Unemployment Tax Act, Federal Insurance Contributions Act, the Social Security Act, State Unemployment Act, or State Employment Security Act. I understand and agree that I will pay all applicable federal and state income taxes, self-employment taxes, sales 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, overrides, 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 federal, state, and 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. 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.
11. 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.
12. 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.
13. 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.
14. The term of this Agreement is one year from the date of enrollment as a Preferred Customer. There is a material and subscription fee which is due on each anniversary date. 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 distributorship 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 Agreement.
15. I agree to indemnify and hold the Company harmless from any and all claims, damages, and expenses, including attorney 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 state 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 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 4Life, the Distributor Agreement, the 4Life 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 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 any termination or expiration of the Agreement.
16. The parties waive all rights to incidental, consequential, exemplary, and punitive damages arising from any violation of the Agreement.
17. The parties consent to jurisdiction and venue before any federal or state court in Salt Lake 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 state in which I reside prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue.
18. I shall be subject to disciplinary sanctions as specified in the 4Life 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.
19. I certify that the number shown on this form is my correct Taxpayer Identification Number and that I am not subject to backup withholding, either because I have not been notified that I am subject to back-up withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to back-up withholding.
20. 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.
21. I have read this Agreement, acknowledge receiving and reading all documents incorporated by reference, and agree to abide by and be bound by the terms contained therein.
22. Any waiver by the Company of any breach of this Agreement must be in writing and signed by an authorized officer of the Company. Waiver by the Company of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.