



# 4Life<sup>®</sup>

## Policies & Procedures

(Effective January 1, 2018)



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## 1. Introduction

1.1. Policies Incorporated into Distributor Application and Agreement. These Policies and Procedures (“Policies”), in their present form and as amended at the sole discretion of **4Life Research New Zealand** (hereafter “4Life” or the “Company”), are incorporated into, and form an integral part of, the 4Life Distributor Application and Agreement (hereafter “Distributor Agreement”). Throughout these Policies, when the term “Agreement” is used, it collectively refers to the 4Life Distributor Agreement, these Policies, and the Life Rewards Plan. These documents are incorporated by reference into the Distributor Agreement (all in their current form and as amended by 4Life). It is the responsibility of each Distributor to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new Distributor, it is the responsibility of the sponsoring Distributor to ensure that the applicant has access to the most current version of these Policies prior to or at the time the applicant executes the Distributor Agreement. Capitalized terms throughout these Policies are fully defined at the end of these Policies, alphabetically under “Glossary of Terms.”

1.2. Purpose of Policies. 4Life Distributors are required to comply with all of the Terms and Conditions set forth in the Agreement which 4Life may amend at its sole discretion from time to time, as well as all federal and state laws governing their 4Life business and their conduct. Because Distributors may be unfamiliar with many of these standards of practice, it is very important that each Distributor read and abide by the Agreement. The information in these Policies should be reviewed carefully. They explain and govern the relationship between a Distributor and the Company.

1.3. Changes to the Distributor Agreement, Policies, Life Rewards Plan and Product Price List. 4Life reserves the right to amend the Agreement and the prices in its Product Price List in its sole and absolute discretion. By signing the Distributor Agreement, a Distributor agrees to abide by all amendments or modifications that 4Life elects to make. Notification of amendments shall appear in Official 4Life Materials. Price changes are not subject to prior notice and shall be effective upon publication in Official 4Life Materials, including but not limited to, posting on 4Life.com, email distribution, publication in 4Life’s newsletter, product inserts, price sheets, or any other commercially reasonable method. The continuation of a Distributor’s 4Life business or a Distributor’s acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.4. Delays. 4Life shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impractical due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riots, war, fire, flood, death, curtailment of a party’s source of supply, or government decrees or orders.

1.5. Policies and Provisions Severable. If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6. Titles Not Substantive. The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the Agreement.

1.7. Waiver. Neither party gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of either party to exercise any right or power under the Agreement or to insist upon strict compliance by the other party with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the party’s right to demand exact compliance with the Agreement. Waiver can be effectuated only in writing by an authorized officer or representative of either party. A party’s waiver of any particular breach by the other party shall not affect or impair the party’s rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Distributor, nor shall



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any delay or omission by a party to exercise any right arising from a breach affect or impair 4Life's rights as to that or any subsequent breach.

The existence of any claim or cause of action by a party against the other party shall not constitute a defense to the party's enforcement of any term or provision of the Agreement.

## **2. Becoming a Distributor**

2.1. Requirements to Become a Distributor. To become a Distributor, each applicant must:

- Be at least 18 years of age;
- Reside in New Zealand or other countries which are supported by the New Zealand 4Life office;
- Have a valid IRD number or NZBN number; and
- Submit a properly completed and signed Distributor Agreement to 4Life (the Company reserves the right to reject any applications for new distributorships); and
- Purchase a Welcome Pack.

2.2. Inventory and Welcome Pack. No person is required to purchase 4Life products to become a Distributor. However, to familiarize new Distributors with 4Life products, sales techniques, sales aids, and other matters, the purchase of a Welcome Pack is required. 4Life will repurchase Resalable Welcome Kits from any Distributor who terminates his or her Distributor Agreement pursuant to the terms of the "Return of Inventory and Sales Aids by Distributors" section of these Policies.

2.3. New Distributor Registration. A new Distributor may apply to be a Distributor by telephone, facsimile, or online.

- If by telephone, a new Distributor shall call 4Life's Corporate Office during regular business hours to receive a Distributor Identification Number. Company must receive the executed Distributor Agreement within ninety (90) days. If the executed Distributor Application is not received by Company within ninety (90) days, the Distributor Identification Number will be converted to a customer.
- If by facsimile, email, or mail, a new Distributor shall fax, email, or mail the Distributor Application to 4Life's Distributor Services Department to receive a Distributor Identification Number.
- If online, a new Distributor shall complete the online enrollment information and agree to 4Life's e-sign conditions (which e-signature shall be deemed an original signature). Upon submission, the new Distributor will receive a Distributor Identification Number.

In any manner of application described above, the Distributor Identification Number is accepted and activated as a Distributor only upon the first purchase. Volume generated by Distributors enrolled over the telephone will not count toward qualification or for contest purposes if subsequently canceled for failure to submit an executed Distributor Agreement as stated above.

2.4. Distributor Benefits. Once a Distributor Agreement has been accepted by 4Life, the benefits of the Life Rewards Plan and the Distributor Agreement are available to the new Distributor. These benefits include the right to:

- Purchase 4Life products at the Wholesale Price;
- Retail 4Life products, which are described in the 4Life product catalog, and profit from these sales;
- Participate in the Life Rewards Plan (receive bonuses and commissions, if eligible);



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- Sponsor other individuals as customers or Distributors and thereby build a Marketing Organization and progress through the Life Rewards Plan;
- Receive periodic 4Life literature and other 4Life communications;
- Participate in 4Life-sponsored support service training, and motivational and recognition functions upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by 4Life for its Distributors.

2.5. Material and Subscription Fee. The term of the Distributor Agreement is one (1) year from the date of its acceptance by 4Life. Distributors must renew their Distributor Agreement each year by paying a material and subscription fee as determined by the Company on the anniversary date of their Distributor Agreement. If the material and subscription fee is not paid within thirty (30) days after the expiration of the current term of the Distributor Agreement, the Distributor Agreement may be canceled; however, in the absence of extenuating circumstances, each Agreement is renewed automatically on its anniversary date. The material and subscription fee will be deducted from the Distributor's bonus earnings on the annual anniversary month of the Distributor Agreement, or at such a point as the Distributor's earnings are sufficient to cover the material and subscription fee.

### 3. Operating a 4Life Business

3.1. Marketing and Training Systems. Distributors shall describe the Life Rewards Plan as set forth in Official 4Life Materials. Distributors shall not offer the 4Life opportunity through, or in combination with, any marketing or training system, program, or method of marketing that is inconsistent with Official 4Life Materials. Distributors shall not require, recommend or encourage other current or prospective customers or Distributors to execute any agreement or contract other than official 4Life agreements and contracts in order to become a Distributor.

Similarly, Distributors shall not require or encourage other current or prospective customers or Distributors to make any purchase from, or payment to, any individual or entity to participate in the Life Rewards Plan other than those purchases or payments identified as recommended or required in Official 4Life Materials.

3.2. Advertising. All Distributors shall safeguard and promote the good reputation of 4Life and its products. The marketing and promotion of 4Life, the 4Life opportunity, the Life Rewards Plan, and 4Life products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. 4Life specifically prohibits the use of mass unsolicited telephone autodialing, faxing, email ("spam"), and "boiler-room" telemarketing operations.

To promote both the products and the opportunity 4Life offers, Distributors must use only the sales aids and support materials produced by 4Life or those which have been submitted to 4Life and approved by the Company in writing. Any changes to the material after written approval has been issued shall require that the revised material be re-submitted to 4Life and receive separate written approval before it can be used. If a Distributor submits material to 4Life for approval, the request shall be deemed denied unless the Distributor receives specific written approval. Distributors receiving written approval for sales aids and support materials they produce may provide such materials to other Distributors for use. **4Life may revoke its authorization for use of Distributor-produced materials at its discretion, and Distributors waive any and all claims and causes of action against 4Life for such revocation.**

#### Online Advertising, Marketing and Promotion

It is the Distributor's obligation to ensure his or her online marketing activities comply with these Policies, are truthful, are not deceptive and do not mislead potential customers, customers, potential distributors or Distributors in any way. Websites and web promotion activities (which include, but are not limited to, Social Media sites) and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This includes, but is not limited to, spam linking (or blog spam), unethical or misleading search engine optimization (SEO) tactics, misleading click-through ads (i.e. having the display URL of a pay-per-click campaign appear to route to an official 4Life corporate site when it goes elsewhere), unapproved banner ads, and unauthorized press releases.

### **My4Life Websites**

The term My4Life Website refers to the My4Life Website offered by 4Life to Distributors. When a Distributor signs up as a Distributor, he or she may subscribe to a My4Life Website to facilitate the easiest online enrollment and buying experience for his or her customers and distributor prospects.

Because a Distributor's My4Life Website resides on the 4Life.com domain, 4Life reserves the right to receive analytics and information regarding the usage of that website.

By default, My4Life Website URLs are [www.4Life.com/<Distributor ID #>](http://www.4Life.com/<Distributor ID #>). A Distributor is able to change this default ID and choose a uniquely identifiable website name that cannot:

- a) Be confused with other portions of the 4Life corporate website;
- b) Confuse a reasonable person into thinking they have landed on a 4Life corporate page;
- c) Be confused with any 4Life Team name;
- d) Contain words that imply product or income claims, or any discourteous, misleading, or off-color language that distracts from 4Life's image.

4Life reserves the right to approve all Distributor My4Life Website URLs.

### **External Websites Approved by 4Life**

The term External Website refers to a Distributor's own personal website, or other web presence that is used for a Distributor's 4Life business, but which is not hosted on 4Life's servers and has no official affiliation with 4Life. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes 4Life products and/or the 4Life opportunity is considered an External Website. A Distributor is allowed to have an External Website to personalize his or her 4Life business and promote the 4Life opportunity, but said External Website must be approved by 4Life. If a Distributor wishes to develop an External Website he/she must do so as follows:

- a) Submit an executed External Website Sales Agreement form to 4Life's Compliance Department at [compliance@4life.com](mailto:compliance@4life.com), and receive 4Life's approval in advance of being available for public viewing;
- a) Submit the content of the External Website to 4Life for approval in advance of being available for public viewing. 4Life reserves the right to disapprove of any External Website, and the Distributor waives all claims against 4Life should such authorization be rescinded;
- c) Adhere to the branding and image usage policies described in these Policies;
- d) Agree to modify the External Website to comply with current and future Policies;
- e) Agree to terminate the External Website upon Cancellation of the Distributor's Distributor Agreement.

### **External Website Content**

The Distributor is solely responsible and liable for his or her own website content, messaging, claims, and information and must ensure the External Website appropriately represents and enhances the 4Life brand and adheres to these Policies. Additionally, the website must not contain popup ads or malicious code. Decisions and corrective actions in this area are at 4Life's sole discretion. The Distributor is solely responsible to ensure that no content appears on his or her External Website that constitutes the intellectual property of a third party. Should an action be brought against 4Life for any content on a Distributor's External Website, the Distributor agrees to indemnify 4Life for any loss, damage, settlement, judgment, or payment of any kind that 4Life incurs as a result of such action. The Distributor further agrees to pay all of 4Life's legal fees and expenses associated with such action. The Distributor agrees that 4Life may deduct any sums from any amounts owed the Distributor as an offset against payments and expenses. If amounts owed to the Distributor are not sufficient to cover the payments and expenses, the Distributor agrees that he or she will make such payments to 4Life with funds from other sources.

### **External Website Must Exclusively Promote 4Life**

A Distributor's External Website must contain only content and information that is exclusive to 4Life. A Distributor may not advertise other products or opportunities other than 4Life's products and the 4Life opportunity.



#### **External Website Termination**

In the event of the Cancellation of a Distributor's Distributor Agreement, a Distributor is required to remove its External Website from public view within three days. A Distributor's External Website may be transferred to another Distributor, subject to 4Life approval, on a case-by-case basis.

#### **Team Websites**

A Distributor may use team websites for the purposes of connecting, communicating, training, educating and sharing best practices among team members.

#### **Domain Names, email Addresses and Online Aliases**

A Distributor is not allowed to use or register for use 4Life or any of 4Life's trademarks, product names, or any derivatives, misspellings, or marks that are similar to or which can reasonably be confused with the foregoing, for any Internet domain name, email address, Social Media site, blog site, or online handles or aliases. Additionally, a Distributor may not use or register domain names, email addresses, Social Media addresses, web or Social Media handles, or names and/or online aliases that could cause confusion, or be misleading or deceptive, or which may cause individuals to believe or assume the website or communication is from, or is the property of, 4Life.

#### **4Life Hotlinks**

When directing readers to the Distributor's External Website or a Distributor's My4Life Website, it must be evident from a combination of the link, and the surrounding context, to a reasonable reader that the link will be routing to the site of a Distributor. Attempts to mislead web traffic into believing they are going to a 4Life corporate site, when in fact they land at a Distributor's External Website or a Distributor's My4Life Website is not allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at 4Life's sole discretion.

A Distributor's External Website may not link to any other site than a My4Life Website. A Distributor may place inbound links to his or her External Website, but sites from which the Distributor links must not contain any violent, hateful, pornographic, or illegal content or any other content which may damage 4Life's reputation. Whether content is or may be damaging to 4Life's reputation shall be in the sole discretion of 4Life.

#### **Online Classifieds**

A Distributor may use online classifieds to list, sell or retail specific 4Life products or product bundles. A Distributor may use online classifieds for prospecting, recruiting, sponsoring and informing the public about the 4Life business. Within the online classified text, the Distributor must identify himself or herself as a "4Life Independent Distributor" and provide the content for the classified message to 4Life in advance of use for prior approval. If a link or URL is provided, it must link to the Distributor's My4Life Website or the Distributor's External Website.

#### **eBay / Online Auctions**

A Distributor may not list or sell 4Life products on eBay or other online auctions, nor may a Distributor knowingly sell 4Life products to a third party, or otherwise assist a third party, who sells 4Life products on eBay or any other auction site.

#### **Online Retailing**

A Distributor may not enlist, assist or knowingly allow a non-4Life Distributor third party to facilitate selling 4Life products on any online retail store or ecommerce site.

#### **Banner Advertising**

A Distributor may place banner ads on a third-party website provided the Distributor uses 4Life-approved templates and images. All banner advertisements must link to the Distributor's My4Life Website or the Distributor's External Website. A Distributor may not use blind ads or web pages that make product or income claims that are ultimately associated with 4Life products or the 4Life opportunity. Banner advertisements may not be placed on any website that contains any violent, hateful, pornographic, or illegal content or any other content which may damage 4Life's reputation. Whether content is or may be damaging to 4Life's reputation shall be in the sole discretion of 4Life.



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### **Spam Linking**

Spam Linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums. A Distributor may not engage in Spam Linking. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments a Distributor makes on blogs, forums, guest books etc., must be unique, informative and relevant.

### **Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)**

A Distributor may upload or publish any 4Life-related video, audio or photo content that the Distributor develops and creates as long as it aligns with 4Life values, contributes to the 4Life community greater good and is in compliance with these Policies. A Distributor must clearly identify himself or herself as a “4Life Independent Distributor” in each submission in the content itself and in the content description tag and the Distributor must comply with all copyright and legal requirements.

### **Sponsored Links / Pay-Per-Click Ads**

Sponsored links or Pay-Per-Click ads are acceptable. The destination URL must be to either a Distributor’s My4Life Website or to a Distributor’s External Website. The display URL must also be to either a Distributor’s My4Life Website or to a Distributor’s External Website, and must not portray any URL that could lead the user to assume they are being led to a 4Life corporate site, or be inappropriate or misleading in any way.

### **Social Media**

Social Media may be used by a Distributor to share information about 4Life. However, a Distributor who elects to use Social Media must adhere to these Policies in all respects.

Distributors may offer to sell 4Life products on Social Media sites. Profiles a Distributor generates in any social community where 4Life is discussed or mentioned must clearly identify the Distributor as a “4Life Independent Distributor,” and when a Distributor participates in those communities, he or she must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at 4Life’s sole discretion, and the offending Distributor will be subject to disciplinary action. Banner ads and images used on these sites must be current and must be approved in advance by 4Life. If a link is provided, it must link to the posting Distributor’s My4Life Website or the Distributor’s External Website.

### **Distributor Is Responsible for Postings**

A Distributor is personally responsible for his or her postings and all other online activity that relates to 4Life. Therefore, even if a Distributor does not own or operate a blog or Social Media site, if a Distributor posts to any such site that relates to 4Life or which can be traced to 4Life, the Distributor is responsible for the posting. The Distributor is also responsible for postings by others that appear on any blog or Social Media site that the Distributor owns, operates, or controls.

### **Identification as a “4Life Independent Distributor”**

A Distributor must disclose his or her full name on all Social Media postings, and conspicuously identify himself or herself as a “4Life Independent Distributor.” Anonymous postings or use of an alias is prohibited.

### **Sales and Enrollments from Social Media Sites**

Online sales and/or enrollments may only be generated from a Distributor’s My4Life Website or a Distributor’s External Website.

### **Deceptive Postings**

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the 4Life income opportunity, 4Life’s products, and/or a Distributor’s biographical information and credentials.

### **Use of Third Party Intellectual Property**



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If a Distributor uses the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is the Distributor's responsibility to ensure that he or she has received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third-party, and the Distributor must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

### **Respecting Privacy**

A Distributor must always respect the privacy of others in postings. A Distributor must not engage in gossip or advance rumors about any individual, company, or competitive products.

### **Professionalism**

A Distributor must ensure that his or her postings are truthful and accurate. This requires that the Distributor fact-check all material posted online. The Distributor should also carefully check postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

### **Prohibited Postings**

A Distributor may not make any postings, or link to any postings or other material that are:

- a) Sexually explicit, obscene, or pornographic;
- b) Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- c) Graphically violent, including any violent video game images;
- d) Solicitous of any unlawful behavior;
- e) Engaged in personal attacks on any individual, group, or entity;
- f) In violation of any intellectual property rights of the Company or any third party.

### **Responding to Negative Posts**

A Distributor is prohibited from conversing with others who place a negative post against them, other Distributors, or 4Life. The Distributor should report negative posts to 4Life's Compliance Department at [compliance@4Life.com](mailto:compliance@4Life.com). Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as 4Life, and therefore damages the reputation and goodwill of 4Life.

### **Social Media Sites with Website-like Features**

Because some Social Media sites are particularly robust, the distinction between a Social Media site and a website may not be clear-cut. 4Life therefore reserves the sole and exclusive right to classify certain Social Media sites as websites and require that a Distributor's use, or wish to use, such sites adheres to the Policies relating to External Websites.

### **Promotion of Other Direct Selling Businesses Through Social Media**

In addition to meeting all other requirements specified in these Policies, should a Distributor utilize any form of Social Media, including but not limited to Facebook, Instagram, Twitter, LinkedIn, YouTube, or Pinterest, the Distributor agrees to each of the following:

- a) To generate sales and/or enroll a Distributor, a Social Media site must link only to the Distributor's My4Life Website or the Distributor's External Website.
- b) Other than Pinterest and similar Social Media sites, any Social Media site that is directly or indirectly operated or controlled by a Distributor that is used to discuss or promote 4Life's products or the 4Life opportunity may not link to any website, Social Media site, or site of any other nature, other than the Distributor's My4Life Website or the Distributor's External Website.
- c) During the term of this Agreement and for a period of twelve (12) calendar months thereafter, a Distributor may not use any Social Media site on which they discuss or promote, or have discussed or promoted, the 4Life business or 4Life's products to directly or indirectly solicit 4Life Distributors for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Distributor shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Distributors relating to the Distributor's other



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direct selling business activities. Violation of this provision shall constitute a violation of the Non-Solicitation Policy in Section 3.17.

- d) If a Distributor creates a business profile page on any Social Media site that promotes or relates to 4Life, its products, or opportunity, the business profile page must relate exclusively to the Distributor's 4Life business and 4Life products. If the Distributor's 4Life business is cancelled for any reason, or if the Distributor becomes inactive, the Distributor must deactivate the business profile page.

3.3. Participation in 4Life's Corporate Marketing Efforts. 4Life encourages Distributor participation in the Company's marketing efforts, and Distributors may submit their marketing ideas to the Company. Likewise, Distributors are encouraged to participate in all Company-sponsored telephone calls to interact and share ideas with Company leadership as well as other Distributors. All submissions to the Company, including those coming by way of verbal participation in Company-sponsored telephone calls, become the property of 4Life.

All Company-sponsored telephone calls and all other marketing materials are copyrighted material owned by 4Life and are intended for Distributors' individual use. Any rebroadcast, reproduction or distribution of this copyrighted material for purposes other than building a 4Life business without the express written consent of 4Life is prohibited.

3.4. Telemarketing Techniques. The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although Distributors are not "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that a Distributor's inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause the Distributor to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, a Distributor must not engage in telemarketing in the operation of his or her businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a 4Life product, or to recruit them for the 4Life opportunity. "Cold calls" made to prospective customers or distributors that promote either 4Life's products or the 4Life opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or distributor (a "prospect") is permissible under the following situations:

- a) If the Distributor has an established business relationship with the prospect. An "established business relationship" is a relationship between a Distributor and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Distributor, or a financial transaction between the prospect and the Distributor, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product.
- b) If the prospect has made a personal inquiry or application regarding a product offered by the Distributor, within the three (3) months immediately preceding the date of such a call.
- c) If the Distributor receives written and signed permission from the prospect authorizing the Distributor to call. The authorization must specify the telephone number(s) which the Distributor is authorized to call.
- d) A Distributor may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom a Distributor has at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if the Distributor engages in "card collecting" with everyone he or she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if a Distributor engages in calling "acquaintances," he or she must make such calls on an occasional basis only and not make this a routine practice.
- e) A Distributor shall not use automatic telephone dialing systems or software relative to the operation of his or her 4Life business.
- f) A Distributor shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the 4Life products or opportunity.



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3.5. Trademarks and Copyrights. The name of 4Life and other names as may be adopted by 4Life are proprietary trade names, trademarks and service marks of 4Life. As such, these marks are of great value to 4Life and are supplied to Distributors for their use only in an expressly authorized manner. Distributors must include the language noted below in any materials wherein they use 4Life's intellectual property in connection with marketing 4Life's products or 4Life's opportunity:

Distributor's Name  
4Life® Independent Distributor

Distributors may list themselves as a "4Life Independent Distributor" in the white or yellow pages of the telephone directory under their own name. No Distributor may place telephone directory display ads using 4Life's name or logo. Distributors may not answer the telephone by saying "4Life," "4Life Research," or in any other manner that would lead the caller to believe that he or she has reached the Corporate Office of 4Life. Without specific approval of 4Life, Distributors may not use "4Life," "4Life Research," or any other trademark owned by Company in any other manner in URLs that would lead a consumer to believe that the URL is a 4Life website. Distributors may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from 4Life; nor may Distributors reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

In accordance with a Distributor's strict adherence to the foregoing instruction on the use of 4Life's trademarks, 4Life grants to each Distributor so adhering, a nonexclusive license to use said marks. Said license may be revoked at any time at the discretion of 4Life and will be automatically revoked upon a Distributor's Cancellation or termination.

3.6. Media and Media Inquiries. Distributors must not attempt to respond to media inquiries regarding 4Life, its products, or their independent 4Life business. All inquiries by any type of media must be immediately referred to 4Life's Corporate Office.

3.7. Business Entities as Distributors. A Business Entity (corporation, partnership, limited liability company or trust) may apply to be a Distributor by submitting a Business Entity Information Form along with the appropriate Entity Documents (certificate of incorporation, articles of organization, partnership agreement, operating agreement, trust documents or other required documents) to 4Life. A 4Life business may change its status under the same Sponsor from an individual to a partnership, corporation, limited liability company, or trust, or from one type of entity to another. To do so, the Distributor must provide the Entity Documents to 4Life. The Distributor Application must be signed by all of the shareholders, partners, members or trustees. Shareholders, officers, partners, members, trustees and beneficiaries of the Business Entity are jointly and severally liable for any indebtedness or other obligation to 4Life. The Entity Documents may be submitted to 4Life through 4Life's Distributor Services Department by mail or by email at [distributorservices@4Life.com](mailto:distributorservices@4Life.com). A Distributor that is a Business Entity may change to an individual by contacting 4Life's Distributor Services Department by phone or email at [distributorservices@4Life.com](mailto:distributorservices@4Life.com).

3.8. Changes to the 4Life Business. A Distributor must immediately notify 4Life of all changes to the information contained on his or her Distributor Agreement. Distributors may modify their existing Distributor Agreement (i.e., change a NZBN number to an IRD number) by submitting a written request, a properly executed Distributor Agreement, and appropriate supporting documentation. Changes to the 4Life Business may be communicated to 4Life through 4Life's Distributor Services Department by phone or email at [distributorservices@4Life.com](mailto:distributorservices@4Life.com)

3.9. Addition and Removal of Co-Applicants. When adding a co-applicant to an existing 4Life business, the Company requires a written request as well as a properly completed Distributor Agreement containing the applicant's and co-applicant's IRD Number or NZBN number and signatures. When removing a co-applicant from an existing 4Life business, the Company requires a written and notarized request from the co-applicant, as well as a properly completed Distributor Agreement containing only the applicant's IRB number or NZBN number and signature. Documents relating to adding or removing a co-applicant may be submitted to 4Life through 4Life's Distributor Services Department by mail, fax, or email at [distributorservices@4Life.com](mailto:distributorservices@4Life.com). To prevent the circumvention of the "Sale, Transfer or Assignment of 4Life Business" section (regarding transfers and assignments of 4Life business), the original applicant must remain as a party to the Distributor Agreement. If the original applicant wants to terminate his or her relationship with the



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Company, or if the applicant and co-applicant want to change places if they are from the same Family Unit, the applicant must transfer or assign his or her business in accordance with the “Sale, Transfer or Assignment of 4Life Business” section of these Policies. If this process is not followed, the business shall be cancelled upon the withdrawal of the original Distributor. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in “Change of Sponsor” section of these Policies.

4Life may, at its discretion, require notarized documents before implementing any changes to a 4Life business. Please allow thirty (30) days after the receipt of the request by 4Life for processing.

3.10. Management of Distributorship. In the event a decision needs to be made regarding the management of a distributorship, and the distributorship is owned by a Business Entity or by more than one person or party, 4Life will rely upon the following for purposes of managing the distributorship:

- If the distributorship is owned by any form of a Business Entity, 4Life will rely upon the Entity Documents of the Business Entity for management decisions of the distributorship. In the event the Entity Documents are not clear or if the decisions of those designated to make management decisions do not comprise a majority, 4Life will defer management decisions to the individual noted as “Applicant” on the Distributor Agreement.
- If the distributorship is owned by more than one individual, 4Life will defer to the management decisions of the majority of the individuals. In the event a majority of the individuals cannot reach agreement regarding the management of the distributorship, 4Life will defer management decisions to the individual noted as “Applicant” on the Distributor Agreement.

3.11. Change of Sponsor. The transfer of a 4Life business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to 4Life’s Corporate Office, and must include the reason for the transfer. Transfers are generally only considered in one of the following three (3) circumstances:

- Within ten (10) days of the enrollment date, the Distributor seeking to transfer submits a properly completed “Enroller and Sponsor Transfer Form (Within First Ten Days of Enrollment)” which includes the signature of the Distributor seeking to transfer, the signature of the original Sponsor, and the signature of the original Enroller.
- In cases involving fraudulent inducement or unethical sponsoring, a Distributor may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case by case basis, and must be submitted to the Company in writing within sixty (60) days from the enrollment date. The request must include a detailed description of why the Distributor believes his or her enrollment was fraudulently induced.
- Although rarely approved, the Distributor seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Request Form which includes the written approval of all parties whose income will or may be affected by the transfer. Photocopied or facsimile signatures are not acceptable. All Distributor signatures must be notarized. Transferring Distributors must allow thirty (30) days after the receipt of the Sponsorship Transfer Request Form by 4Life for processing and verifying change requests. A transferring Distributor’s Downline shall remain in the original genealogy and shall not be moved with the transferring Distributor; however, 4Life reserves the right to make Downline genealogy changes at its discretion for reasonable business purposes.

**Waiver of Claims.** In cases wherein the appropriate sponsorship change procedures have not been followed, and a Downline organization has been developed under a different Distributor for any reason, 4Life reserves the sole and exclusive right to determine the final disposition of the Downline organization. Resolving conflicts over the proper placement of a Downline that have developed under an organization that has improperly switched Sponsors is often extremely difficult. Therefore, THE DISTRIBUTOR WAIVES ANY AND ALL CLAIMS AGAINST 4LIFE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM 4LIFE’S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

3.12. Cancellation and Re-Application. A Distributor with a high rank as a Diamond, Leader, Associate or Distributor may change Marketing Organizations by voluntarily canceling his or her 4Life business in accordance with Section 10.4 of these Policies and remaining inactive (i.e., no purchases of 4Life products for resale, no sales of 4Life products, no sponsoring, no





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attendance at any 4Life functions, participation in any other form of distributor activity, or operation of any other 4Life business) for six (6) full calendar months. Following the six-month period of inactivity, the former Distributor may reapply under a new Sponsor.

A Distributor with a high rank of Presidential Diamond or higher may change Marketing Organizations by voluntarily canceling his or her 4Life business in accordance with Section 10.4 of these Policies and remaining inactive (i.e., no purchases of 4Life products for resale, no sales of 4Life products, no sponsoring, no attendance at any 4Life functions, participation in any other form of distributor activity, or operation of any other 4Life business) for twelve (12) full calendar months. Following the twelve-month period of inactivity, the former Distributor may reapply under a new Sponsor.

Any change in sponsorship in accordance with this Policy at any rank is limited to one time in the Distributor's life. 4Life will not accept a Distributor Agreement for a Distributor wishing to change sponsors beyond the first sponsor change made in accordance with this Policy.

3.13. Indemnification for Unauthorized Claims and Actions. A Distributor is fully responsible for all of his or her verbal and/or written statements made regarding 4Life products and the Life Rewards Plan which are not expressly contained in Official 4Life Materials. Distributors agree to indemnify 4Life and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by 4Life as a result of the Distributor's unauthorized representations or actions. This provision shall survive the Cancellation of a Distributor's Distributor Agreement.

3.14. Product Claims. No claims as to any products offered by 4Life may be made except those contained in Official 4Life Materials. In particular, no Distributor may make any claim that 4Life products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. No Distributor may use photos or other representations of 4Life's products that make implied claims that 4Life's products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases.

3.15. Income Claims. In their enthusiasm to enroll prospective distributors, some Distributors are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. These income claims or earnings representations may be in the form of lifestyle claims (including photos or other representations that include expensive homes, automobiles, vacations and/or money). This is counterproductive because new Distributors may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At 4Life, we firmly believe that the 4Life income potential is great enough to be highly attractive, without reporting the earnings of others.

While Distributors may believe it beneficial to provide copies of checks, bonus reports, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact 4Life as well as the Distributor making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Distributors may not have the data necessary to comply with the legal requirements for making income claims, a Distributor, when presenting or discussing the 4Life opportunity or the Life Rewards Plan to a prospective distributor, may not make income projections, income claims or disclose his or her 4Life income (including the showing of checks, bonus reports, copies of checks or bank statements). Distributors are encouraged to review the 4Life Income Disclosure Statement on 4Life.com.

3.16. Commercial Outlets. 4Life strongly encourages the retailing and selling of its products through person to person contact. However, the Company recognizes that some Distributors may find that selling products from small retail outlets may be beneficial. Therefore, Distributors may sell 4Life products in small, individually owned retail outlets. 4Life products may not be sold in department stores, chain or franchised retail outlets, mass merchandising outlets, or any retail location with two thousand (2,000) square feet or more of retail space. 4Life retains the discretion to restrict its products from being sold in any retail location which it does not deem acceptable.

3.17. Trade Shows, Expositions and Other Sales Forums. Distributors may display and/or sell 4Life products at trade shows and professional expositions. Distributors may not display and/or sell 4Life products at swap meets, garage sales, flea



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markets or farmer's markets without the prior written consent of the Company. Distributors may not display and/or sell 4Life products on Internet auction sites. Distributors may sell 4Life products on their External Websites and/or on third-party sales websites (such as Amazon), but only in accordance with Policies 3.2 and 5.2.

3.18. Conflicts of Interest / Non-solicitation. Distributors are free to participate in other multilevel or network marketing business ventures or marketing opportunities. However, during the term of this Agreement, and for a period of twelve (12) calendar months thereafter, Distributors shall not recruit other Distributors or customers for any other multilevel or network marketing business. Because network marketing is often conducted over the telephone and via the Internet through networks of individuals spanning New Zealand and internationally, any narrow geographic limitation on the scope of this non-solicitation policy would render it ineffective. Therefore, this Policy shall apply to all countries where 4Life is officially open for business. The term "recruit" means actual or attempted solicitation, enrollment, encouragement or effort to influence in any way, either directly, indirectly, or through a third party, a Distributor or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Distributors may not display 4Life products with any other non-4Life products. If operating from a physical retail location or an External Website, 4Life products must be displayed separately from non-4Life products. Distributors may not offer the 4Life opportunity or products to prospective or existing customers or Distributors in conjunction with any non-4Life program, opportunity or product. Distributors may not offer any non-4Life opportunity or products at any 4Life-related meeting, seminar or convention.

3.19. Trade Secret Information. All Downline Activity Reports and the information contained therein, and genealogy and activity data and other information contained in a Distributor's My4Life Website back office (Downline Activity Reports and data contained in a Distributor's My4Life Website back office, shall be collectively referred to as "Downline Activity Reports"), are confidential and constitute proprietary business trade secrets information belonging to 4Life. Downline Activity Reports are provided to Distributors in strictest confidence and are made available to Distributors for the sole purpose of assisting Distributors in working with their respective Marketing Organizations in the development of their 4Life business. Distributors should use their Downline Activity Reports to manage, motivate and train their Downline Distributors. The Distributor and 4Life agree that, but for this agreement of confidentiality and nondisclosure, 4Life would not provide Downline Activity Reports to a Distributor. Accordingly, a Distributor shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation, limited liability company, or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Use the information in any Downline Activity Report to compete with 4Life;
- Use a terminated Distributor's information to re-enroll without the express consent of the terminated Distributor;
- Use the information in any Downline Activity Report for any purpose other than promoting his or her 4Life business;
- Use the information in any Downline Activity Report to recruit or solicit any Distributor or customer of 4Life listed on any Downline Activity Report for another network marketing program, or in any manner attempt to influence or induce any Distributor or customer of 4Life, to alter their business relationship with 4Life;
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report;

Upon demand by the Company, any current or former Distributor will:

- Return or destroy the original and all copies of Downline Activity Reports to the Company;
- Permanently delete any database or electronic list of information derived from any Downline Activity Report;
- Permanently delete any database or list of information compiled or developed by the Distributor relating to the contact information or sales activity of other Distributors.

The provisions of this Policy shall survive the Cancellation of a Distributor's Distributor Agreement with 4Life.

3.20. Cross-Group Sponsoring. Actual or attempted Cross-Group Sponsoring is strictly prohibited. "Cross-Group Sponsoring" is defined as the enrollment, direct, indirect, or otherwise, of an individual or entity that already has a current





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Distributor Agreement on file with 4Life, or who has had such an agreement within the preceding six (6) calendar months if Diamond rank or below, or twelve (12) calendar months if Presidential Diamond rank or above anywhere in the tree. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, limited liability companies, partnerships, trusts, NZBN, fictitious identification numbers, or any other artifice to circumvent this Policy is prohibited. This Policy shall not prohibit the transfer of a 4Life business in accordance with the "Sale, Transfer or Assignment of 4Life Business" section of these Policies.

3.21. Errors or Questions. If a Distributor has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports or charges, the Distributor must notify 4Life within sixty (60) days of the date of the purported error or incident in question. 4Life will not be responsible for any errors, omissions or problems not reported within sixty (60) days.

3.22. Excess Inventory Purchases Prohibited. Distributors are not required to carry inventory of products or sales aids. Distributors who carry reasonable levels of products or sales aids may find making retail sales and building a Marketing Organization somewhat easier because of the decreased response time in fulfilling customer orders or in meeting a new Distributor's needs. Each Distributor must make his or her own decision with regard to these matters. To ensure that Distributors are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to 4Life upon the Distributor's Cancellation or termination pursuant to the "Return of Inventory and Sales Aids by Distributors" section of these Policies.

4Life prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses or advancement in the Life Rewards Plan. Distributors may not purchase more inventory than they can reasonably resell or consume in a month, nor may they encourage others to do so.

3.23. Right of Publicity. Distributors authorize 4Life to use their name, photograph, video and/or audio recording, personal story, testimonial, likeness, and/or any personal material in the Company's advertising and/or promotional materials and waive all claims for remuneration for such use.

3.24. Governmental Approval or Endorsement. Federal and state regulatory agencies and/or officials do not approve or endorse any direct selling or network marketing company programs or products. Therefore, Distributors shall not represent or imply that 4Life, 4Life's Life Rewards Plan or products have been approved, endorsed or otherwise sanctioned by any government agency.

3.25. Income Taxes. Each Distributor is responsible for paying local, state and federal taxes on any income generated as a Distributor.

3.26. Independent Distributor Status. Distributors are independent contractors, and are not purchasers of a franchise or a business opportunity. The Agreement between 4Life and its Distributors does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Distributor. A Distributor shall not be treated as an employee for his or her services or for tax purposes. All Distributors are responsible for paying local, state, and government taxes due from all compensation earned as a Distributor of the Company. The Distributor has no authority (express or implied), to bind the Company to any obligation. Each Distributor shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Distributor Agreement, these Policies, and applicable laws.

3.27. International Product Sales. 4Life has worked with various government agencies to register 4Life products in many countries around the world. In order to protect its product registrations and to abide by the import and product registration laws of each country in which 4Life does business, it is necessary that 4Life limit the international distribution of its products. Therefore, if a Distributor wishes to sell 4Life products or sales aids in any country where 4Life has obtained product registrations, the products that may be sold, given, transferred, imported, exported, or distributed must be limited to only those products specifically registered in that country. The import of any other product for resale from outside that country is prohibited.

4Life can, at its sole discretion, allow any product that is not actively registered in a specific country to be imported in that country on a strictly not for resale basis. When imported, these products may be purchased for a Distributor's personal use, but the products must not be resold to customers.

3.28. Adherence to Laws and Ordinances. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Distributors because of the nature of their business. However, Distributors must obey those laws that do apply to them. If a city or county official tells a Distributor that an ordinance applies to him or her, the Distributor shall be polite and cooperative, and immediately send a copy of the ordinance to 4Life's Compliance Department by mail or email at [compliance@4Life.com](mailto:compliance@4Life.com). In many cases there are exceptions to the ordinance that apply to Distributors.

3.29. Compliance with Laws and Ethical Standards. Distributors shall comply with all federal, state and local laws and regulations in the conduct of their businesses. In connection with the operation of a Distributor's 4Life business, the violation of any law, or any conduct that is unethical or, in 4Life's sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary action.

3.30. One 4Life Business per Distributor. A Distributor may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, member, shareholder, trustee, or beneficiary, in only one 4Life business. No individual may have, operate or receive compensation from more than one 4Life business. Individuals of the same Family Unit who are of legal contract age may each enter into or have an interest in their own separate 4Life business, only if each subsequent family position is placed frontline to the first family member enrolled. A "Family Unit" is defined as spouses, domestic partners and dependent children living at or doing business at the same address.

3.31. Actions of Family Unit Members or Affiliated Individuals. If any member of a Distributor's Family Unit engages in any activity which, if performed by the Distributor named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the Distributor and 4Life may take disciplinary action pursuant to these Policies against the named Distributor. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust or other entity (collectively "Affiliated Individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and 4Life may take disciplinary action jointly and severally, against the entity, and/or each shareholder, officer, partner, member, owner, and other members of their Family Unit.

3.32. Re-packaging and Re-labeling Prohibited. Distributors may not re-package, re-label, refill or alter the labels on any 4Life products, information, materials or programs in any way. 4Life products must be sold in their original containers only. Such re-labeling or re-packaging would likely violate federal and state laws, which could result in severe criminal penalties. Distributors should also be aware that civil liability can arise when, as a consequence of the re-packaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

3.33. Roll-Up of Marketing Organization. Upon Cancellation of a Distributor, 4Life may, at its discretion, move all individuals on the first Level of the canceling Distributor into the vacated position. The account of the terminated Distributor may be maintained in the original place until such a time 4Life believes all legal risk is eliminated.

3.34. Sale, Transfer or Assignment of 4Life Business. Although a 4Life business is a privately owned, independently operated business, the sale, transfer or assignment of a 4Life business is subject to certain limitations. Unless otherwise agreed to in writing, if a Distributor wishes to sell his or her 4Life business, the following criteria must be met:

- The Distributor shall offer the Company the right of first refusal to purchase the business on the same terms as it would be offered to any third party. If the Company purchases the business, it is up to the Company's discretion whether to retain the business or allow a roll-up to occur.
- Protection of the existing Line of sponsorship must always be maintained so that the 4Life business continues to be operated in that Line of sponsorship.
- A buyer or transferee must be qualified to be a Distributor. If the buyer is an active Distributor, he or she must first terminate his or her 4Life business and remain inactive in accordance with Section 3.12 of the



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Policies before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the 4Life business.

- The selling Distributor must submit a Sale, Transfer or Assignment of 4Life Business Form to Distributor Services at [distributorservices@4Life.com](mailto:distributorservices@4Life.com).
- Before the sale, transfer or assignment can be finalized and approved by 4Life, any debt obligations the selling Distributor has with 4Life must be satisfied.
- The selling Distributor must be in good standing, not in violation of any of the terms of the Agreement, and not under review by 4Life's Compliance Department in order to be eligible to sell, transfer or assign a 4Life business.
- Prior to offering a 4Life business for sale, the selling Distributor must notify 4Life's Corporate Office of his or her intent to sell the 4Life business and receive the Company's written approval, which shall not be unreasonably withheld.
- The sold, transferred or assigned distributorship position will not retain recognition at the high rank obtained by the Distributorship position. 4Life reserves the right to rank the purchased, transferred or assigned distributor position at any rank at 4Life's sole discretion.
- In the event a qualification-based incentive trip has been earned by the selling, transferring or assigning distributor position prior to the sale, transfer or assignment of the distributorship, the purchaser, transferee or assignee of the distributorship is ineligible to earn the qualification-based incentive trip for the same qualification level. 4Life reserves the right to approve eligibility for all future incentive trips.

3.35. Separation of a 4Life Business. Distributors sometimes operate their 4Life businesses as husband-wife partnerships, partnerships, corporations, limited liability companies or trusts. At such time as a marriage may end in divorce, or a corporation, partnership, limited liability company or trust (the latter four entities are collectively referred to in this paragraph as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the Line of sponsorship. If the separating parties fail to provide for the best interests of other Distributors and the Company, 4Life will involuntarily terminate the Distributor Agreement and roll-up their entire Marketing Organization pursuant to the "Roll-Up of Marketing Organization" section of these Policies. During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the 4Life business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize 4Life to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee; or
- The parties may continue to operate the 4Life business jointly, whereupon all compensation paid by 4Life will be paid in the joint names of the Distributors or in the name of the entity to be divided as the parties may independently agree between themselves.

If the parties elect neither of the foregoing, 4Life will continue to pay commissions to the same individual(s) to whom commissions were paid prior to the filing of the divorce or dissolution proceeding.

Under no circumstances will the Marketing Organization of divorcing spouses or a dissolving business entity be divided. Similarly, only upon 4Life approval will 4Life split commissions and/or bonuses between divorcing spouses or members of dissolving entities. 4Life will recognize only one Distributor Agreement. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business within six (6) months following the divorce filing or institution of dissolution proceedings, the Distributor Agreement may be involuntarily canceled. If a former spouse has completely relinquished all rights in his or her original 4Life business, he or she is thereafter free to enroll under any Sponsor of their choosing, and need not wait before reapplying. If a former entity affiliate has completely relinquished all rights in his or her original 4Life business, he or she is thereafter free to enroll under any Sponsor of their choosing, and need not wait before reapplying.

In divorce and entity dissolution cases, the relinquishing party(s) shall have no rights to any Distributors or customers in their former Marketing Organization. They must develop the new business in the same manner as would any other new Distributor.



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3.36. Sponsoring. All Active Distributors in good standing have the right to sponsor and enroll others into 4Life. Each prospective customer or Distributor has the ultimate right to choose his or her own Sponsor. If multiple Distributors claim to be the Sponsor of the same new Distributor or customer, the Company shall regard the first application received by the Company as controlling.

3.37. Transfer Upon Death of a Distributor. Upon the death of a Distributor, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Distributor should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a 4Life business is transferred by a will or other testamentary process, the executor of the estate must provide 4Life with letters testamentary or other court-approved documents establishing the executor's authority, and written instructions for the disposition of the business. Before the beneficiary may acquire the right to collect all bonuses and commissions of the deceased Distributor's Marketing Organization and operate the business, the beneficiary must:

- Execute and submit a Distributor Agreement and other applicable enrollment forms and documents. All commission payments will be issued to the individual or entity listed on the Distributor Agreement;
- Provide an original death certificate and a notarized copy of the will or other instrument establishing the successor's right to the 4Life business; and
- Comply with terms and provisions of the Agreement.

4Life reserves the right to determine the successor Distributor's rank for purposes of recognition.

3.38. Transfer Upon Incapacitation of a Distributor. To effect a transfer of a 4Life business because of a Distributor's incapacity, the trustee must provide the following to 4Life: (1) a copy of the court order appointing the individual as trustee for the incapacitated Distributor's business; (2) written instructions from the trustee; and (3) a completed Distributor Agreement executed by the trustee. The trustee must then:

- Operate the business in compliance with terms and provisions of the Agreement; and
- Meet all of the qualifications for the incapacitated Distributor's status in order to be paid at that rank. If the trustee fails to achieve the rank maintained by the Distributor, the business will be paid at the rank at which it actually qualifies during each bonus period.

4Life reserves the right to determine the successor Distributor's rank for purposes of recognition.

#### **4. Responsibilities of Distributors**

4.1 Understanding 4Life's Business Model. 4Life is a direct-selling company. 4Life's products are sold by Distributors to customers in one-on-one, interpersonal transactions which provide time for explanation and guidance on 4Life's products. The role of a Distributor who chooses to build a 4Life business is to sell 4Life products to customers exclusively using a direct-selling model of distribution.

4.2. Change of Address or Telephone. To ensure timely delivery of products, support materials and commissions, it is critically important that 4Life's records are current. Distributors planning to move should provide 4Life's Corporate Office their new address and telephone number. To guarantee proper delivery, two (2) weeks' advance notice must be provided to 4Life of all changes.

4.3. Continuing Development and Ongoing Training. Any Distributor who is the Sponsor or Enroller of another Distributor is encouraged to perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her 4Life business. Distributors are encouraged to have ongoing contact, communication and supervision of the Distributors in their Marketing Organization. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, email, and the accompaniment of Downline Distributors to 4Life meetings, training sessions, and other functions. Upline Distributors are



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also encouraged to motivate and train new Distributors in 4Life product knowledge, effective sales techniques, the Life Rewards Plan, and compliance with these Policies.

4.4. Increased Training Responsibilities. As Distributors progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of 4Life's products and Life Rewards Plan. They may be called upon to share this knowledge with lesser experienced Distributors within their Marketing Organization.

4.5. Ongoing Sales Responsibilities. Regardless of their level of achievement, Distributors are encouraged to continue to personally promote product sales through the generation of new customers and through servicing their existing customers.

4.6. Non-Disparagement. 4Life wants to provide its Distributors with superior products, a superior compensation plan and service in the industry. Accordingly, 4Life values constructive criticisms and comments from Distributors. All such comments should be submitted in writing to 4Life's Distributor Services Department at [distributorservices@4life.com](mailto:distributorservices@4life.com). While 4Life welcomes constructive input, negative comments and remarks made by Distributors about the Company, its products or compensation plan serve no purpose other than to sour the enthusiasm of other Distributors. For this reason, and to set the proper example for their Downline organization, Distributors must not disparage, demean or make negative remarks about 4Life, other Distributors, 4Life's products, the Life Rewards Plan, or 4Life's directors, officers or employees.

4.7. Providing Documentation to Applicants. Distributors should provide the most current version of these Policies and the Life Rewards Plan to individuals whom they are sponsoring to become Distributors before the applicant signs a Distributor Agreement. Additional copies of these Policies can be acquired from 4Life and at 4Life.com.

4.8. Reporting Policy Violations. Distributors observing a violation of these Policies by another Distributor should submit a written report of the violation directly to the attention of 4Life's Compliance Department by mail or email at [compliance@4Life.com](mailto:compliance@4Life.com). Details of the incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

## 5. Sales Requirements

5.1. Product Sales. The Life Rewards Plan is based upon the sale of 4Life products to customers. Distributors must fulfill Life Point sales requirements as outlined in the Life Rewards Plan (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

5.2. No Price or Territory Restrictions. With regard to selling 4Life products, there are no exclusive territories granted to anyone, and no franchise fees are required. Distributors are not required to sell 4Life products at the Retail Price, but may sell 4Life products at any price equal to or greater than 4Life's Wholesale Price. Distributors who wish to sell 4Life products on their External Website or any third-party sales forum (such as Amazon), are required to sell 4Life products at the Minimum Required Pricing for Non-4Life Websites for individual units. Should a Distributor sell product packs comprised of more than one product on their External Website or any third-party sales forum, the pack price must equal the Minimum Required Pricing for Non-4Life Websites for individual units in the pack.

To circumvent this Policy, a Distributor is prohibited from enlisting, assisting or knowingly allowing a non-4Life Distributor third party to facilitate selling 4Life products on any External Website or any third-party sales forum (such as Amazon). Distributors are encouraged to facilitate their product sales through their My4Life Website, and such sales will be automatically priced at 4Life's Wholesale Price.

5.3. Sales Receipts. If a Distributor sells any 4Life product from his or her inventory or on their External Website, he or she should give the customer a copy of a 4Life retail sales receipt at the time of the sale and explain the customer's right to cancel the transaction as set forth on the sales receipt. Distributors must maintain all retail sales receipts for a period of two (2) years and furnish them to 4Life at the Company's request. Records documenting the purchases of Distributors' customers who purchase directly from 4Life will be maintained by 4Life.



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## 6. Bonuses and Commissions

6.1. Bonus and Commission Qualification. A Distributor must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Distributor complies with the terms of the Agreement, 4Life shall pay commissions to such Distributor in accordance with the Life Rewards Plan.

6.2. Adjustment to Bonuses and Commissions for Returned Products. Distributors receive bonuses and commissions based on the actual sales of products to customers. When a product is returned to 4Life for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given or will be withheld from any bonus, commission or other amount owed by the Company. Deductions will continue every bonus period thereafter until the commission is recovered from the Distributors who received bonuses and commissions on the sales of the refunded goods.

6.3. Unclaimed Commissions and Credits. 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.

## 7. Product Guarantees, Returns and Inventory Repurchase

7.1. Product Guarantee. 4Life offers a one hundred percent (100%) thirty (30)-day money back satisfaction guarantee (less shipping charges) to all customers. If a customer purchased a product from a Distributor, the customer must return the product to that Distributor for a refund or replacement. If a customer purchased the product directly from the Company, the product should be returned directly to the Company.

If a Distributor is unsatisfied with any 4Life product purchased for personal use, the Distributor may return the product within thirty (30)-days from the date of purchase for a one hundred percent (100%) refund or a replacement (less shipping charges). This guarantee is limited to four hundred and eleven dollars (\$411.00 NZD) in any twelve (12) month period. If a Distributor wishes to return merchandise exceeding four hundred and eleven dollars (\$411.00 NZD) in any twelve (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 Distributor Agreement shall be canceled.

7.2. Products Returned by Customers. If a customer returns a product to the Distributor from whom it was purchased, the Distributor may return it to the Company for a refund or replacement (the Distributor returning the product is responsible for all shipping charges).

7.3. Return of Inventory and Sales Aids by Distributors. Upon Cancellation of a Distributor's Distributor Agreement, the Distributor may return inventory and sales aids purchased within one (1) year prior to the date of Cancellation for a refund if he or she is unable to sell or use the merchandise. A Distributor may only return products and sales aids he or she personally purchased from the Company under his or her Distributor Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the Distributor will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the Distributor any commissions, bonuses, rebates or other incentives received by the Distributor which were associated with the merchandise that is returned.

Products and sales aids are "Resalable" if each of the following elements are satisfied: (1) they are unopened and unused; (2) the products' packaging and labeling have not been altered or damaged; (3) the products bear a current label; (4) products have not exceeded their expiration date; (5) products have not been discontinued; and (6) products are returned to 4Life within one (1) year from the date of purchase.



7.4. Procedures for All Returns. The following procedures apply to all returns for refund or replacement:

- All merchandise must be returned by the Distributor or customer who purchased it directly from 4Life.
- All products to be returned must have a “Return Authorization Number” which will be obtained by calling the Distributor Services Department. This Return Authorization Number must be written on each carton returned.

The return must be accompanied by:

- A copy of the original dated retail sales receipt (if product was returned to the Distributor by a customer); and
- The unused portion of the product in its original container.

Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. All returns must be shipped to 4Life, shipping pre-paid. 4Life does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Distributor. It is the sole responsibility of the Distributor to trace, insure or otherwise confirm that the Company has received the shipment.

If a Distributor is returning merchandise to 4Life that was returned to him or her by a customer, the product must be shipped to 4Life within ten (10) days from the date on which the customer returned the merchandise to the Distributor, and must be accompanied by the sales receipt the Distributor gave to the customer at the time of the sale. No refund or replacement of product will be made if the conditions of these rules are not met.

## **8. Dispute Resolution and Disciplinary Proceedings**

8.1. Disciplinary Sanctions. Violation of the Agreement, these Policies, or any illegal, fraudulent, deceptive or unethical business conduct by a Distributor may result, at 4Life’s discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition.
- Requiring the Distributor to take immediate corrective measures.
- Loss of privileges, included but not limited to loss of My4Life Website privileges.
- Loss of rights to one or more bonuses and commissions.
- Withholding from a Distributor all or part of the Distributor’s bonuses and commissions during the period that 4Life is investigating any conduct allegedly violating the Agreement. If a Distributor’s business is canceled for disciplinary reasons, the Distributor will not be entitled to recover any commissions withheld during the investigation period.
- Suspension of the Distributor’s Distributor Agreement for one or more bonus periods.
- Involuntary Cancellation of the offending Distributor’s Distributor Agreement.
- Any other measure expressly allowed within any provision of the Agreement or which 4Life deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Distributor’s Policy violation or contractual breach.
- In situations deemed appropriate by 4Life, the Company may institute legal proceedings for monetary and/or equitable relief.

8.2. Grievances and Complaints. When a Distributor has a grievance or complaint with another Distributor regarding any practice or conduct in relationship to their respective 4Life businesses, the complaining Distributor should report the situation in writing to 4Life’s Compliance Department by mail or by email at [compliance@4Life.com](mailto:compliance@4Life.com).

8.3. Appeals of Sanctions. Following the issuance of a sanction (other than a suspension pending an investigation), the disciplined Distributor may appeal the sanction to the Company. The Distributor’s appeal must be in writing and received by 4Life’s Compliance Department within fifteen (15) days from the date of 4Life’s sanction notice. If the appeal is not received by 4Life within the fifteen (15) day period, the sanction will be final. The Distributor must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company’s initial determination was erroneous. If the Distributor files a timely appeal of the sanction, the Company will



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review and reconsider the Cancellation, consider any other appropriate action and notify the Distributor in writing of its decision.

8.4. Dispute Resolution. For claims seeking ten thousand dollars (\$10,000.00 USD) or more that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the parties cannot agree on a mediator, the complaining party shall request a mediator be appointed by the American Arbitration Association (“AAA”). The mediation shall occur within sixty (60) days from the date on which the mediator is appointed. The mediator’s fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah and shall last no more than two (2) business days.

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through binding confidential arbitration. The parties waive rights to trial by jury or to a ny court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process or other settlement negotiations as well as unresolved claims for less than ten thousand dollars (\$10,000.00) not subject to the mediation requirement. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA’s Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA’s website at [www.adr.org](http://www.adr.org). Copies of the AAA’s Commercial Arbitration Rules and Mediation Procedures will also be emailed to a Distributor upon request to 4Life’s Compliance Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases.
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement, without regard to principles of conflicts of laws.
- The arbitration hearing shall commence no later than three-hundred sixty-five (365) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days.
- The parties shall be allotted equal time to present their respective cases.
- The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.

All arbitration proceedings shall be held in Salt Lake City, Utah. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the Cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award; and
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in this Agreement shall prevent either party from applying to and obtaining from any court to which the parties have consented to jurisdiction as set forth in this Agreement a temporary restraining order,





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preliminary or permanent injunction, or other equitable relief to safeguard and protect its trade secrets and intellectual property rights, trade secrets, and/or confidential information including but not limited to enforcement of its rights under the non-solicitation provision of this Agreement.

#### **Damage Limitation**

In any action arising from or relating to this Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.

#### **Liquidated Damages**

In any case which arises from or relates to the wrongful termination of Distributor's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of a Distributor's Agreement and/or loss of their independent business held to be pursuant to a breach of contract or otherwise wrongful termination under any theory of law, Distributor's maximum sole remedy shall be liquidated damages calculated as follows:

- For Distributors at the "Paid As" rank Associate through Diamond, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards Plan in the twelve (12) months immediately preceding the termination.
- For Distributors at the "Paid As" rank Presidential Diamond through International Diamond, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards Plan in the eighteen (18) months immediately preceding the termination.
- For Distributors at the "Paid As" rank Gold International Diamond through Platinum International Diamond, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Life Rewards Plan in the twenty-four (24) months immediately preceding the termination.

Gross compensation shall include commissions and bonuses earned by the Distributor pursuant to the Life Rewards Plan as well as retail profits earned by Distributor for the sale of 4Life products. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed sales receipts provided by Distributor to customers at the time of the sale.

The parties agree that the foregoing liquidated damage schedule is fair and reasonable.

A Distributor's "Paid As" rank is the rank or title at which they actually qualified to earn compensation under the Life Rewards Plan during a bonus period. For purposes of this Policy, the relevant bonus period to determine a Distributor's "Paid As" rank is the bonus period one month prior to the month the Distributor's business is placed on suspension or terminated, whichever occurs first. The "Paid As" rank differs from the "High Rank," which is the highest rank that a Distributor has ever achieved under the Life Rewards Plan.

8.5. Governing Law, Jurisdiction and Venue. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in New Zealand Courts. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of New Zealand shall govern all other matters relating to or arising from the Agreement.



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## 9. Ordering

- 9.1. Purchasing 4Life Products. Each Distributor should purchase his or her products directly from 4Life or an authorized 4Life Life Points Center. If a Distributor purchases products from another Distributor or any other source, the purchasing Distributor may not receive the Life Points associated with that purchase.
- 9.2. General Order Policies. On orders with invalid or incorrect payment or other general issues, 4Life will attempt to contact the Distributor. If these attempts are unsuccessful after five (5) business days, the order will be cancelled.
- 9.3. Shipping and Backorder Policy. 4Life will normally ship products within one (1) business day from the date on which it receives an order. 4Life will expeditiously ship any part of an order currently in stock. If, however, an ordered item is out-of-stock, it will be placed on backorder and sent when 4Life receives additional inventory. Distributors will be charged and given Life Point value on backordered items unless notified on the invoice that the product has been discontinued. 4Life will generally not accept backorders if items are not expected to ship within thirty (30) days. Backordered items may be canceled upon a Distributor's request, which will result in a refund for the amount of the cancelled product. If a refund is issued, the Distributor's Life Point value will be decreased by the amount of Life Points associated with the refunded products, and any bonuses paid that were associated with the refunded products will be recaptured from those Distributors who received a commission based on the original purchase of the products.
- 9.4. Confirmation of Order. A Distributor and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice, and is free of damage. Failure to notify 4Life of any shipping discrepancy or damage within thirty (30) days of shipment will cancel a Distributor's right to request a correction.
- 9.5. Payment and Shipping Deposits. No monies should be paid to or accepted by a Distributor for a sale to a customer except at the time of product delivery. Distributors should not accept monies from customers to be held for deposit in anticipation of future deliveries.
- 9.6. Returned Checks. All checks returned by a Distributor's bank for insufficient funds will be re-submitted for payment. A \$34.00NZD returned check fee will be charged to the account of the Distributor. After receiving a returned check from a customer or a Distributor, all future orders must be paid by credit card, money order or cashier's check. Any outstanding balance owed to 4Life by a Distributor for NSF checks and returned check fees may be withheld from subsequent bonus and commission checks or collected in any other manner deemed appropriate by 4Life. Reinstatement of payment by check shall be at the discretion of 4Life.
- 9.7. Restrictions on Third Party Use of Credit Cards and Checking Account Access. Distributors shall not use unauthorized credit cards to enroll or to make purchases from the Company; likewise, Distributors shall not permit other Distributors or customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company.
- 9.8. Sales Taxes. By virtue of its business operations, 4Life is required to charge sales taxes on all purchases made by Distributors and customers, and remit the taxes charged to the respective states. Accordingly, 4Life will collect and remit sales taxes on behalf of Distributors, based on the suggested Retail Price of the products, according to applicable tax rates in to which the shipment is destined. If a Distributor has submitted, and 4Life has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be that of the Distributor. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by 4Life is not retroactive.



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## 10. Inactivity and Cancellation - Termination

10.1. Effect of Cancellation and Termination. So long as a Distributor remains active and complies with the terms of the Distributor Agreement and these Policies, 4Life shall pay commissions to such Distributor in accordance with the Life Rewards Plan.

Distributor's bonuses and commissions constitute the entire consideration for the Distributor's efforts in generating product sales and all activities related to generating product sales (including, but not limited to, building a Marketing Organization). Following a Distributor's non-continuation of his or her Distributor Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Distributor Agreement (all of these methods are collectively referred to as "Cancellation"), the former Distributor shall have no right, title, claim or interest to the Downline Marketing Organization which he or she operated, or any commission or bonus from the product sales generated by the Marketing Organization. Distributors waive any and all rights, including, but not limited to, property rights, in the Marketing Organization which they may have had. Following a Distributor's Cancellation of his or her Distributor Agreement, the former Distributor shall not hold him or herself out as a 4Life Distributor and shall not have the right to sell 4Life products. A Distributor whose Distributor Agreement is cancelled shall receive commissions and bonuses only for the last full bonus period he or she worked and qualified prior to Cancellation (less any amounts withheld during an investigation preceding an involuntary Cancellation).

10.2. Cancellation Due to Inactivity. Distributors who produce less than the required Principal Volume (or "PV") as outlined in the Life Rewards Plan for any bonus period will not receive a commission for the sales generated through their Marketing Organization for that bonus period. If a Distributor has not generated any Principal Volume for a period of six (6) consecutive calendar months (and thus becomes "inactive"), his or her Distributor Agreement shall be canceled for inactivity following the last day of the sixth (6<sup>th</sup>) month of inactivity that is beyond the initial one (1) year period of the Agreement. Written confirmation of the Cancellation will not be provided by 4Life.

10.3. Involuntary Cancellation (Termination). A Distributor's violation of any of the terms of the Agreement, including any amendments that may be made by 4Life in its sole discretion, may result in disciplinary actions being taken against the Distributor at 4Life's discretion. Such disciplinary actions may include, but are not limited to, the involuntary Cancellation of the offending Distributor's 4Life Agreement and business. If the Distributor's 4Life Agreement and business is cancelled, the Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier, addressed to the Distributor's last known address or that of his or her attorney, emailed to the Distributor's email address on file with the Company, or when the Distributor receives actual notice of Cancellation, whichever occurs first. 4Life reserves the right to withhold and/or permanently retain funds and prevent any roll-up depending on the individual circumstances surrounding each case.

10.4. Voluntary Cancellation. A participant in this marketing plan has a right to cancel at any time for any reason. Cancellation must be submitted in writing by mail, facsimile or email to the Company at its principal business address. The written notice must include the Distributor's signature, printed name, address, and Distributor Identification Number. If a canceling Distributor wishes to remain a customer, he or she must contact 4Life's Distributor Services Department to establish a customer account. The customer account must have the same Sponsor as the Distributor account. If a Distributor wishes to reenroll, such reenrollment must be in accordance with Section 3.12 of these Policies.



### GLOSSARY OF TERMS

<i>Term</i>	<i>Definition</i>
<b>4Life</b>	The term “4Life” as it is used throughout the Agreement means 4Life Research New Zealand (also referred to as the “Company.”).
<b>4Life Income Disclosure Statement</b>	4Life’s income disclosure statement that is updated annually, located at 4Life.com under “Resources.”
<b>Active Distributor</b>	A Distributor who makes a product or marketing material purchase from 4Life.
<b>Affiliated Individual</b>	Any member of a Distributor’s Family Unit, and/or a corporation, partnership, limited liability company, trust or other entity associated in any way with a Distributor.
<b>Agreement</b>	The contract between the Company and each Distributor, which includes the Distributor Application and Agreement, the 4Life Policies and Procedures, and the Life Rewards Plan, all in their current form and as amended by 4Life in its sole discretion. These documents are collectively referred to as the “Agreement.”
<b>Business Entity</b>	A corporation, partnership, limited liability company or trust that is enrolled as a Distributor.
<b>Business Entity Information Form</b>	The form used to transfer a distributorship from an individual to a Business Entity. This form is located in 4Life’s back office under “Business Resources.”
<b>Cancellation</b>	A Distributor’s non-continuation of his or her Distributor Agreement for one of the following reasons: (1) cancellation for inactivity; (2) voluntary cancellation; or (3) involuntary cancellation (termination).
<b>Company</b>	The term “Company” as it is used throughout the Agreement means 4Life Research New Zealand, LLC (also referred to as “4Life”).
<b>Compliance Department</b>	The department within 4Life that oversees compliance with these Policies. The email address for the Compliance Department is <a href="mailto:compliance@4Life.com">compliance@4Life.com</a> .
<b>Corporate Office</b>	4Life’s corporate office located at 9850 South 300 West, Sandy, Utah 84070 USA.
<b>Cross-Group Sponsoring</b>	The enrollment, direct, indirect, or otherwise, of an individual or entity that already has a current Distributor Agreement on file with 4Life, or who has had such an agreement within the preceding six (6) calendar months (if Diamond rank or below), or twelve (12) calendar months (if Presidential Diamond rank or above).
<b>Distributor</b>	Independent contractor, who is not the purchasers of a franchise or a business opportunity. The Agreement between 4Life and its Distributors does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Distributor. A Distributor shall not be treated as an employee for his or her services or for tax purposes. All Distributors are responsible for paying local, state, and government taxes due from all compensation earned as a Distributor of the Company. The Distributor has no authority (express or implied), to bind the Company to any obligation. Each Distributor shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Distributor Agreement, these Policies, and applicable laws.



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<b>Distributor Agreement</b>	The Distributor Application and Agreement.
<b>Distributor Identification Number</b>	A unique number received by a new Distributor upon completing the Distributor Agreement.
<b>Distributor Services Department</b>	The department within 4Life that assists Distributors with all of their 4Life business needs. The Distributor Services Department can be reached by telephone 0508-454-336 (within NZ only) or 1-800-143-060 (within Australia only) or by emailing: 4lifenz@4life.com.
<b>Downline</b>	The customers and Distributors in a particular Distributor's Marketing Organization.
<b>Downline Activity Report</b>	A report with information generated by 4Life that provide critical data relating to the management of a Distributor's 4Life business, the identities of Distributors, product sales information and enrollment activity of each Distributor's Marketing Organization. Downline Activity Reports include the data contained in a Distributor's My4Life Website back office. The information is confidential and constitutes proprietary business trade secret information belonging to 4Life.
<b>Enroller</b>	A Distributor who personally recruits another Distributor and places the new Distributor in his or her Downline. The Enroller of a new Distributor may also be the new Distributor's Sponsor.
<b>Enroller and Sponsor Transfer Form (Within First 10 Days of Enrollment)</b>	The form that is to be used within the first ten days when a Distributor enrolls, and learns they are enrolled under the incorrect Enroller and/or Sponsor. This form is located in 4Life's back office under "Business Resources."
<b>Entity Documents</b>	The certificate of incorporation, articles of organization, partnership agreement, operating agreement, trust documents, or other related documents of a Business Entity.
<b>External Website</b>	A Distributor's own personal website, or other web presence that is used for a Distributor's 4Life business, but which is not hosted on 4Life's servers and has no official affiliation with 4Life. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes 4Life products and/or the 4Life opportunity is considered an External Website.
<b>External Website Sales Agreement</b>	The form used for Distributors to request 4Life's permission for to own an External Website and/or to market 4Life's products on a third-party sales website. This form is located in 4Life's back office under "Business Resources."
<b>Family Unit</b>	Spouses, domestic partners, and dependent children living at or doing business at the same address.
<b>Level</b>	The layers of Downline customers and Distributors in a particular Distributor's Marketing Organization. This term refers to the relationship of a Distributor relative to a particular upline Distributor, determined by the number of Distributors between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth Level.
<b>Life Points</b>	Every commissionable 4Life product is assigned a point value. Distributor commissions are based on the total point value of products sold by each Distributor and his or her Marketing Organization. Welcome Kits and sales aids have no Life Point value.



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<b>Life Points Center</b>	A location managed by a Distributor authorized by 4Life to sell 4Life products to Distributors and customers.
<b>Life Rewards Plan</b>	4Life’s compensation plan for Distributors.
<b>Line</b>	A part of a Distributor’s Downline that starts with someone sponsored by that Distributor and continues below that sponsorship.
<b>Marketing Organization</b>	Customers and Distributors enrolled below a particular Distributor.
<b>Minimum Required Pricing for Non-4Life Websites</b>	4Life’s prices for Distributors who wish to sell 4Life products on their External Website or any third-party sales forum (such as Amazon) (as published and modified from time to time). Product packs comprised of more than one item must be sold at the Minimum Required Pricing for Non-4Life Websites for individual units in the pack.
<b>My4Life Website</b>	The complimentary My4Life Website offered by 4Life to Distributors. When a Distributor enrolls, he or she must login to 4Life’s back office. Initially, the Distributor’s default URL will be “www.4Life.com/<Distributor ID #>.” To customize the My4Life Website URL, a Distributor can click on “Custom Link” and request a custom word. 4Life will review the request. A Distributor’s My4Life Website is the easiest online enrollment and buying experience for the Distributor and his or her customers and distributor prospects.
<b>Official 4Life Materials</b>	Literature, audio or video recordings, and other materials developed, printed, published and/or distributed by 4Life to Distributors.
<b>Policies</b>	These Policies and Procedures.
<b>Principal Volume (also known as “PV”)</b>	Principal Volume is the total Life Points (LP) of a Distributor for product purchases from: (a) the Distributor’s customers; (b) the Distributor’s customers on the Distributor’s My4Life Website; (c) the products the Distributor purchases to consume or sell for a retail profit; and (d) the purchases customers made directly on the Distributor’s account.
<b>Product Price List</b>	4Life Product Price List for Distributors and customers who purchase directly from 4Life (as published and modified from time to time). Located at 4Life.com and in printed form.
<b>Resalable</b>	With regard to 4Life’s products and sales aids, a product is Resalable if each of the following six elements are satisfied : (1) they are unopened and unused; (2) the products’ packaging and labeling have not been altered or damaged; (3) the products bear a current label; (4) products have not exceeded their expiration date; (5) products have not been discontinued; and (6) products are returned to 4Life within one (1) year from the date of purchase.
<b>Retail Price</b>	The recommended retail price designated in the 4Life Product Price List (as published and modified from time to time).
<b>Return Authorization Number</b>	All products returned to 4Life must have this number, which can be obtained by calling the Distributor Services Department. This number must be written on each carton returned.
<b>Sale, Transfer or Assignment of 4Life Business Form</b>	The form used to transfer a Distributorship from one individual to another individual (or from one entity to another entity). This form is located in 4Life’s back office under “Business Resources.”
<b>Social Media</b>	Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content



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	but does not allow readers/viewers/listeners to participate in the creation or development of content, to rate, comment, or respond to content. Examples of Social Media include, but are not limited to, blogs, FaceBook, Instagram, Twitter, LinkedIn, Pinterest, and YouTube.
<b>Sponsor</b>	The Distributor who is another Distributor's direct upline. The Sponsor of a new Distributor may also be the new Distributor's Enroller.
<b>Sponsor Transfer Request Form</b>	The form used when a Distributorship wishes to change Sponsors (which is rarely approved). Distributors must contact the Distributor Services Department to obtain a copy of this form.
<b>Welcome Kit</b>	A product to familiarize new Distributors with 4Life products, sales techniques, sales aids, and other matters.
<b>Wholesale Price</b>	The amount charged for 4Life products for Distributors and customers who purchase directly from the Company as designated in the 4Life Product Price List (as published and modified from time to time).