



LIFEPHARM®

TERMS AND CONDITIONS

LifePharm Global Network Contact Information

United States

32 Rancho Circle
Lake Forest, California 92630
U.S.A.

Europe

Jan Van Goyenkade 8
1075 HP, Amsterdam
Netherlands

Indonesia

Gedung Panin - Dai-ichi Life Center
Lantai 3 Ruang 303A
Jl. S. Parman Kav. 91
Jakarta 11420, Indonesia

Malaysia

No. 62 G/F Jalan Bayu Tingi 6,
Bayu Tingi, 41200 Klang,
Selangor
Malaysia

South Korea

Yeoksam Heights Bldg Rm. 1505
Yeoksam 1-dong 642-19
Gangnam-gu, Seoul, South Korea 135-981

LIFEPHARM TERMS AND CONDITIONS

The following countries are part of the LifePharm Global Network NFR countries: Australia, New Zealand, Canada, Ukraine, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland. NFR stands for Not For Resale, and means that product shipped to any location designated as NFR is to be used by the purchaser for PERSONAL USE only and should not be resold to others. The NFR program allows consumers to sign up as members, purchase products, refer others to the program and receive commissions. Even though you may not sell to retail customers in any of the NFR countries, you may sign up others to become members so that anyone can build their business on a global level. Not all LifePharm products are available for purchase in all countries in which LifePharm is open as NFR or otherwise.

1. I am of legal age in my state of residency. I understand that as a LifePharm Global Network (LifePharm) Independent Business Owner (IBO), I may cancel this agreement at any time regardless of reason by written or electronic notice to LifePharm. I also understand that my acceptance as a LifePharm IBO is not automatic, but is subject to the receipt and acceptance of my IBO application by LifePharm at its home office in Orange County, California.

2. I certify, under penalties of perjury, that the Social Security Number (SSN) or Federal Tax ID number, if applicable, on this IBO Application and Agreement is my correct taxpayer identification number. I agree that I am an IBO responsible for determining my own time expended on business activities without control or direction from LifePharm. I am not an agent, employee or legal representative of the Company and I am responsible for the payment of all federal and state self-employment taxes, and other taxes required by any federal, state or taxing agency.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt or custody of the income of which I am the beneficial owner of any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

a. For U.S. IBOs

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a U.S. citizen or other U.S. person.
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

b. For non-U.S. IBOs

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution
- The person named on this form is not a U.S. person
- The income to which this form relates is: (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an applicable income tax treaty, or (c) the partner's share of a partnership's effectively connected income
- The person named on this form is a resident of the treaty country listed on the form (if any) within the meaning of the income tax treaty between the United States and that country
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.

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LIFEPHARM TERMS AND CONDITIONS (continued)

3. I agree that as an IBO I shall place primary emphasis upon selling and distributing LifePharm products to non-IBO consumers and that I will sell or distribute over 70 percent of my wholesale product purchases from LifePharm to non-IBO consumers as a condition of my right to receive commissions. I will retain records of my product sales and distributions. My ordering of additional wholesale products from LifePharm constitutes my certification to LifePharm that I have complied with the foregoing requirement by selling or distributing over 70 percent of my prior wholesale product orders to non-IBOs prior to making each of my subsequent wholesale purchases from LifePharm. Each product re-order certifies to LifePharm that the required product sale to non-IBOs has occurred. IBO shall maintain records of their retail sales to non-IBO consumers and provide these records to LifePharm upon request.

4. I will not make any false or misleading or disparaging statements about LifePharm, the LifePharm IBO position, LifePharm products, LifePharm earning opportunities, LifePharm personnel, customers or other IBOs.

5. I will not use the Company name, or the Company trade names, logos, sales materials, company literature, trademarks, any websites or service marks of LifePharm except in materials provided by the Company or approved in writing by LifePharm prior to their use by me. I understand that unauthorized use or duplication of trade names, trademarks and copyrighted materials is a violation of federal law.

6. LifePharm is the owner of numerous names, marks and trademarks, including but not limited to "LifePharm", "Laminine", "LifePharm Global Network" and other names and marks of LifePharm which are exclusively owned by LifePharm or its affiliates and that IBOs have no ownership or use or interest therein by virtue of this agreement or otherwise. LifePharm hereby grants a limited license to IBO to use the names, marks and trademarks of LifePharm, subject to the terms and conditions of this agreement. IBO recognizes the value of the goodwill LifePharm has created with its names, marks and trademarks and acknowledges that the names, marks and trademarks of LifePharm or its affiliates and all rights therein and goodwill pertaining thereto belong exclusively to LifePharm.

7. If I am found to be spamming in connection with my activities as an IBO, my business relationship with LifePharm will be terminated immediately and no future commissions will be paid to me. LifePharm reserves the right to impose disciplinary action, including termination of IBO status in appropriate situations in the LifePharm sole discretion based upon violation of these Terms and Conditions by any one or more person within the household of an IBO.

8. In order to maintain a viable marketing program and to comply with federal, state and local laws and economic conditions, LifePharm may provide additional Terms and Conditions to this Agreement from time to time, as well as to modify the LifePharm Compensation Plan and the Policies and Procedures. Such additions and modifications shall become a binding part of this Agreement upon publication on the official LifePharm website. I understand that no attorney general or other regulatory authority ever reviews, endorses or approves any product, Compensation Plan or company, and I will make no such claims regarding LifePharm.

IBO shall not create, sell or utilize any promotional materials or website referring to LifePharm, its LifePharm Compensation Plan or products except those provided by the Company.

9. I have carefully read and agree to comply with these LifePharm IBO Terms and Conditions, the LifePharm Compensation Plan and the LifePharm Policies and Procedures which are, together with all future modifications thereto, incorporated herein by reference as if fully set forth herein. I understand that I must be in good standing and not in violation of these Terms and Conditions, to be eligible for participation in the LifePharm Compensation Plan. The continuation of my IBO business or my acceptance of commissions shall each constitute my acceptance of all amendments.

10. I acknowledge that no representations or guarantees have been made to me by LifePharm, its officers, IBOs or any representative of the Company concerning how much money I will earn as an IBO.

11. I understand that my IBO position may be inherited or bequeathed and may be transferred or assigned during my lifetime upon the prior written consent of LifePharm and upon the Terms and Conditions set by LifePharm, which consent shall not be unreasonably withheld. I agree to obtain all governmental licenses and permits applicable to my business activities as an IBO. I agree to abide by all local, state and federal laws that apply to my LifePharm IBO business and my marketing of LifePharm products.

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LIFEPHARM TERMS AND CONDITIONS (continued)

12. LifePharm is responsible for the following fulfillment to IBO: Fulfillment of IBO and customer product orders and the payment of IBO commissions, bonuses and overrides. No credit purchases or CODs are available. IBO agrees to sponsor other IBOs and to sell LifePharm products only in the United States and elsewhere as LPGN may permit from time to time.

13. Change of original sponsor is not permitted. IBO and customer lists and all data and information concerning LifePharm IBOs and customers are owned by the Company and may never be used by IBO for any purpose whatsoever without the prior written consent of the Company. During the term of this agreement and for six (6) months thereafter, IBO shall not directly or indirectly, solicit LifePharm IBOs or customers to other business opportunities and/or organizations, nor attempt to sell LifePharm IBOs and customers any products whatsoever, competitive or otherwise, nor to provide any names or contacts for the same or similar reasons to a third party.

14. This agreement is governed under the laws of the State of California. The parties agree that all claims, disputes and differences arising between them under this agreement shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at Orange County, California. The arbitrator may award, in addition to declaratory relief, contract damages and may also award consequential damages in the event of a breach of any provisions of sections 4, 5, 6 and 13 of this agreement and shall award reasonable costs and attorney fees to the prevailing party. An arbitration award may be enforced in any court of competent jurisdiction. This provision shall not preclude either LPGN or IBO from seeking temporary or permanent injunctive relief in any court of competent jurisdiction.

15. I understand that if I fail to comply with the terms of this Agreement, LifePharm may impose upon me disciplinary action(s) as it determines in its sole discretion.

16. I agree to indemnify and hold LifePharm harmless from my actions and omissions that fall outside of my relationship to LifePharm, as well as those that are in violation of this Agreement, including the LifePharm attorney fees and costs.

17. IBO may return literature and wholesale products purchased from LifePharm within 30 (thirty) days of purchase if returned to LifePharm in resalable condition. IBO may obtain a refund of the purchase price less shipping and handling subject to a 10 (ten) percent restocking fee. Shipping costs for returned items shall be borne by IBO. Payment of refunds will be made within 30 (thirty) days of actual receipt of returned items. Sales materials and services delivered by internet methods are not capable of being returned to LifePharm and are not subject to refund. LifePharm will honor refund requirements at variance with this paragraph as specified by state or federal law. If the products being returned are part of a package (including any event specials) that included free products, then the number of free products for the package will be first deducted from the number of items being returned and the remaining number of items will be refunded on a pro-rata basis, subject to a 10% restocking fee.

18. This Agreement in its current form and as amended by LifePharm at its discretion constitutes the entire contract between LifePharm and IBO. Any implied promises, representations, offers or other communications not expressly set forth or incorporated by reference to this Agreement are of no force or effect. If any provision of this Agreement shall be declared invalid by the adjudicator of the law, the remaining provisions shall remain in force and effect and the language of the offending provision shall be reformed only to the extent necessary to ensure its enforceability.

19. If IBO wishes to bring an action against LifePharm for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against LifePharm for such act or omission. IBO waives all claims permissible by any other applicable statutes of limitation.

20. IBO authorizes LifePharm to use the IBO's name, photograph, personal story and/or likeness in advertising or for promotional materials and hereby waives all claims for remuneration for such use. An IBO may cancel this authorization at any time by contacting LifePharm by written letter sent by way of U.S. First Class mail.

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