



LIFEPHARM®

# TERMS AND CONDITIONS

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## 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 Tinggi 6,  
Bayu Tinggi, 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

By applying to become a LifePharm Global Network ("LifePharm" or "Company") Independent Business Owner ("IBO") you agree to abide by the following LifePharm Terms and Conditions ("Terms"). These Terms, along with the LifePharm Compensation Plan, the LifePharm Policies and Procedures, LifePharm Auto-Delivery Agreement, and LifePharm Business Entity Application (if applicable) are, together with all future modifications thereto, incorporated by reference as if fully set forth herein. These documents are collectively referred to as the "Agreement."

1. I am of legal age in my state and country of residency. I understand that as a LifePharm 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 my 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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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 LifePharm name, or the LifePharm 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, Inc. is the exclusive United States licensee of numerous names, marks and trademarks, including but not limited to "LifePharm", "Laminine", "LifePharm Global Network" and other names and marks of LifePharm (the "LifePharm Trademarks") and that IBOs have no ownership or use or interest therein by virtue of the Agreement or otherwise. LifePharm hereby grants a limited sublicense to IBO to use the LifePharm Trademarks, subject to the terms and conditions of the Agreement. IBO recognizes the value of the goodwill associated with the LifePharm Trademarks and acknowledges that all rights and goodwill pertaining to the LifePharm Trademarks belong to and shall inure solely to the benefit of the owner of the LifePharm Trademarks.
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 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 revise these Terms from time to time, as well as to modify the LifePharm Compensation Plan, Policies and Procedures, Auto-Delivery Agreement, and Business Entity Application (if applicable). Such modifications shall become a binding part of the 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.
9. 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.
10. I have carefully read and agree to comply with these Terms, the LifePharm Compensation Plan, the LifePharm Policies and Procedures, the LifePharm Auto-Delivery Agreement, and LifePharm Business Entity Application (if applicable). I understand that I must be in good standing and not in violation of the Agreement 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 any and all amendments to the Agreement.
11. 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.
12. I understand that my IBO position may be inherited or bequeathed and may be transferred or assigned during my lifetime in accordance with the terms and conditions set forth in the Agreement and upon the prior written consent of LifePharm, which consent shall not be unreasonably withheld. I agree to obtain all governmental licenses and permits

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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.

13. 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.
14. 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 the 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.
15. I understand that if I fail to comply with the terms of the 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 the Agreement, including the LifePharm's attorneys' fees and costs.
17. The 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 the Agreement are of no force or effect. If any provision of the 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.
18. If IBO wishes to bring an action against LifePharm pursuant to the mandatory arbitration procedure set forth in the LifePharm Policies and Procedures for any act or omission relating to or arising from the Agreement, such arbitration action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to seek arbitration 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.
19. IBO authorize 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.

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.

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