



# LIFEPHARM GLOBAL NETWORK

## TERMS AND CONDITIONS

# LPGN TERMS AND CONDITIONS

The following countries are part of the LifePharm Global Network NFR countries: Australia, Canada, Latvia, Lithuania, New Zealand, Russia, Ukraine. 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 LPGN products are available for purchase in all countries in which LPGN 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 (LPGN) Independent Business Owner (IBO), I may cancel this agreement at any time regardless of reason by written or electronic notice to LPGN. I also understand that my acceptance as an LPGN IBO is not automatic, but is subject to the receipt and acceptance of my IBO application by LPGN 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 LPGN. 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.

3. I agree that as an IBO I shall place primary emphasis upon selling and distributing LPGN products to non-IBO consumers and that I will sell or distribute over 70% of my wholesale product purchases from LPGN 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 LPGN constitutes my certification to LPGN that I have complied with the foregoing requirement by selling or distributing over 70% of my prior wholesale product orders to non-IBOs prior to making each of my subsequent wholesale purchases from LPGN. Each product re-order certifies to LPGN 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 LPGN upon request.

4. I will not make any false or misleading or disparaging statements about LPGN, the LPGN IBO position, LPGN products, LPGN earning opportunities, LPGN 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 LPGN except in materials provided by the Company or approved in writing by LPGN 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. LPGN 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 LPGN which are exclusively owned by LPGN or its affiliates and that IBOs have no ownership or use or interest therein by virtue of this agreement or otherwise. LPGN hereby grants a limited license to IBO to use the names, marks and trademarks of LPGN, subject to the terms and conditions of this agreement. IBO recognizes the value of the goodwill LPGN has created with its names, marks and trademarks and acknowledges that the names, marks and trademarks of LPGN or its affiliates and all rights therein and goodwill pertaining thereto belong exclusively to LPGN.

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

## LPGN TERMS AND CONDITIONS (continued)

8. In order to maintain a viable marketing program and to comply with federal, state and local laws and economic conditions, LPGN may provide additional Terms and Conditions to this Agreement from time to time, as well as to modify the LPGN Compensation Plan and the Policies and Procedures. Such additions and modifications shall become a binding part of this Agreement upon publication on the official LPGN 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 LPGN.

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

9. I have carefully read and agree to comply with these LPGN IBO Terms and Conditions, the LPGN Compensation Plan and the LPGN 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 LPGN 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 LPGN, 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 LPGN and upon the Terms and Conditions set by LPGN, 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 LPGN IBO business and my marketing of LPGN products.

12. LPGN 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 LPGN 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 LPGN 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 LPGN IBOs or customers to other business opportunities and/or organizations, nor attempt to sell LPGN 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, LPGN may impose upon me disciplinary action(s) as it determines in its sole discretion.

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

## LPGN TERMS AND CONDITIONS (continued)

17. IBO may return literature and wholesale products purchased from LPGN within 30 (thirty) days of purchase if returned to LPGN 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 LPGN and are not subject to refund. LPGN 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 LPGN at its discretion constitutes the entire contract between LPGN 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 LPGN 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 LPGN for such act or omission. IBO waives all claims permissible by any other applicable statutes of limitation.

20. IBO authorizes LPGN 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 LPGN by written letter sent by way of US First Class mail.