



# **4Life<sup>®</sup>**

# **Policies & Procedures**

(Effective April 15, 2021)

**4LIFE<sup>®</sup> RESEARCH EUROPE, LLC**



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**Glossary of Terms**



## **1. INTRODUCTION**

### **1.1. POLICIES INCORPORATED INTO AFFILIATE APPLICATION AND AGREEMENT.**

These Policies and Procedures (“Policies”), in their present form and as amended at the sole discretion of 4Life Research Europe, LLC (hereafter “4Life” or the “Company”), are incorporated into, and form an integral part of, the 4Life Affiliate Application and Agreement (hereafter “Affiliate Agreement”). Throughout these Policies, when the term “Agreement” is used, it collectively refers to the 4Life Affiliate Agreement, these Policies, and the 4Life Marketing and Compensation Plan. These documents are incorporated by reference into the Affiliate Agreement (all in their current form and as amended by 4Life). It is the responsibility of each Affiliate 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 Affiliate, it is the responsibility of the sponsoring Affiliate to provide the most current version of these Policies to the applicant prior to his or her execution of the Affiliate Agreement.

### **1.2. PURPOSE OF POLICIES.**

4Life Affiliates are required to comply with all 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 Affiliates may be unfamiliar with many of these standards of practice, it is very important that each Affiliate read and abide by the Agreement. The information in these Policies should be reviewed carefully. They explain and govern the relationship between an Affiliate and the Company.

### **1.3. CHANGES TO THE AFFILIATE 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 Affiliate Agreement, an Affiliate 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 an Affiliate’s 4Life business or an Affiliate’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, pandemic, 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 Affiliate, nor shall 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 AN AFFILIATE**

### **2.1. REQUIREMENTS TO BECOME AN AFFILIATE.**

To become an Affiliate, each applicant must:

- Have previously enrolled as a Preferred Customer, and subsequently recruited a Preferred Customer;
- Be of the age of majority in his or her state of residence;
- Reside in the EUROPE or other countries which have been officially opened by 4Life;
- Have a valid Social Security Number or Tax Identification Number;
- Submit a properly completed and signed Affiliate Agreement to 4Life (the Company reserves the right to reject any applications for new Affiliate Accounts) and
- Purchase an Affiliate Kit; and
- A person who is recognized as a minor in his or her state of residence may not be a 4Life Affiliate.
- Affiliates shall not enroll or recruit minors into the 4Life program.



## **2.2. NEW AFFILIATE REGISTRATION.**

A new Affiliate must first enroll as a Preferred Customer. The Preferred Customer will then have the opportunity to become an Affiliate when he or she enrolls another Preferred Customer. Upon becoming an Affiliate, the 4Life Identification Number will remain the same. In order to complete Affiliate registration:

- Company must receive the executed Affiliate Agreement within ninety (90) days. If the executed Affiliate Application is not received by the Company within ninety (90) days, the Affiliate's status will revert to that of a Preferred Customer and any Downline will roll up to his or her Sponsor.
- If by email, or mail, a new Affiliate shall fax, email, or mail the Affiliate Application to 4Life's Customer Service Department.
- If online, a new Affiliate shall complete the online enrollment information and agree to 4Life's e-sign conditions (which e-signature shall be deemed an original signature).

## **2.3. AFFILIATE BENEFITS.**

Once an Affiliate Agreement has been accepted by 4Life, the benefits of the Life Rewards Plan and the Affiliate Agreement are available to the new Affiliate. These benefits include the right to: Purchase 4Life products at a 25% discount from the Retail Price;

- Sell 4Life products to Retail Customers, and profit from these sales;
- Participate in the Life Rewards Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Preferred Customers or Affiliates and thereby build a Marketing Organization and progress through the Life Rewards Plan;
- Receive periodic 4Life literature and other 4Life communications;
- Subscribe to a MyShop account to facilitate the easiest online enrollment and buying experience for his or her customers;
- 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 Affiliates.

## **2.4. SUBSCRIPTION FEE.**

The term of the Affiliate Agreement is one (1) year from the date of its acceptance by 4Life. Affiliates must renew their Affiliate Agreement each year by paying a material and subscription fee as determined by the Company on or before the anniversary date of their Affiliate Agreement. If the material and subscription fee is not paid within thirty (30) days after the expiration of the current term of the Affiliate Agreement, the Affiliate Agreement may be canceled; however, in the absence of extenuating circumstances, all agreements are renewed under the Automatic Material and Subscription Fee Program ("AMSFP"). Under the AMSFP, the material and subscription fee will be deducted from the Affiliate's bonus check for the anniversary month of the Affiliate Agreement. If the bonus check does not have sufficient funds to cover the material and subscription fee, a debit shall remain against the Affiliate's account until such funds are available.

## **3. OPERATING A 4LIFE BUSINESS**

### **3.1. MARKETING AND TRAINING SYSTEMS.**

Affiliates shall describe the Life Rewards Plan as set forth in Official 4Life Materials. Affiliates 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. Affiliates shall not require, recommend or encourage other current or prospective Retail Customers, Preferred Customers or Affiliates to execute any agreement or contract other than official 4Life agreements and contracts in order to become an Affiliate.

Similarly, Affiliates shall not require or encourage other current or prospective Retail Customers, Preferred Customers or Affiliates 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 Affiliates 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, Affiliates 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 an Affiliate submits material to 4Life for approval, the request shall be deemed denied unless the Affiliate receives specific written approval. Affiliates receiving written approval for sales aids and support materials they produce may provide such materials to other Affiliates for use. 4Life may revoke its authorization for use of Affiliate-produced materials at its discretion, and Affiliates waive any and all claims and causes of action against 4Life for such revocation.

### **Online Advertising, Marketing, and Promotion**

It is the Affiliate's obligation to ensure his or her online marketing activities comply with these Policies, are truthful, are not deceptive and do not mislead potential Retail Customers, Preferred Customers, potential Affiliates, or Affiliates 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.



### **MyShop**

The term MyShop refers to the MyShop account offered by 4Life. MyShop accounts facilitate the easiest online enrollment and buying experience. Because a MyShop website resides on the 4Life.com domain, 4Life reserves the right to receive analytics and information regarding the usage of that website. By default, MyShop website URLs are [www.4life.com/](http://www.4life.com/) <Affiliate's 4Life ID #>. Upon approval from 4Life's Compliance Department, this default ID may be changed; however, the change 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 MyShop website information.

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

The term External Website refers to an Affiliate's own personal website, or other web presence that is used for an Affiliate'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. An Affiliate 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 an Affiliate wishes to develop an External Website, he/she must do so as follows:

- a) Submit an executed External Website Sales Agreement 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;
- b) 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 Affiliate 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 Affiliate's Affiliate Agreement.

### **External Website Content**

The Affiliate 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 Affiliate 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 an Affiliate's External Website, the Affiliate 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 Affiliate further agrees to pay all of 4Life's legal fees and expenses associated with such action. The Affiliate agrees that 4Life may deduct any sums from any amounts owed the Affiliate as an offset against payments and expenses. If amounts owed to the Affiliate are not sufficient to cover the payments and expenses, the Affiliate agrees that he or she will make such payments to 4Life with funds from other sources.

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

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

### **External Website Termination**

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

### **Team Websites**

An Affiliate 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**

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

An Affiliate's External Website may not link to any other site than a MyShop website. An Affiliate may place inbound links to his or her External Website, but sites from which



the Affiliate 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**

An Affiliate may use online classifieds to list, sell or retail specific 4Life products or product bundles. An Affiliate may use online classifieds for prospecting, recruiting, sponsoring and informing the public about the 4Life business. Within the online classified text, the Affiliate must identify himself or herself as a "4Life Independent Affiliate" 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 Affiliate's own MyShop website or the Affiliate's External Website. The link or URL may not be linked to the MyShop of any other Affiliate or Preferred Customer.

#### **Online Auction, Online Retailing and e-Commerce Websites**

An Affiliate may not list or sell 4Life products on online auction websites (such as eBay), online retail websites, or e-commerce websites (such as Amazon). Nor may an Affiliate knowingly sell 4Life products to a third party, or otherwise assist a third party, who sells 4Life products on online auction websites, online retail websites, or e-commerce websites.

#### **Banner Advertising**

An Affiliate may place banner ads on a third-party website provided the Affiliate uses 4Life-approved templates and images. All banner advertisements must link to the Affiliate's MyShop website or the Affiliate's External Website. An Affiliate may not use blind ads or web pages that make product or income claims that are ultimately associated with 4Life products or the 4Life business 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.

#### **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. An Affiliate may not engage in spam linking. This includes blog spamming, blog comment spamming, and/or spamdexing. Any comments an Affiliate makes on blogs, forums, guest books, etc., must be unique, informative and relevant. Digital Media Submission (YouTube, iTunes, PhotoBucket, etc.)

An Affiliate may upload or publish any 4Life-related video, audio or photo content that the Affiliate develops and creates as long as it aligns with 4Life values, contributes to the greater good of the 4Life community, and is in compliance with these Policies. An Affiliate must clearly identify himself or herself as a "4Life Independent Affiliate" in each submission in the content itself and in the content description tag and the Affiliate 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 an Affiliate's MyShop website or to an Affiliate's External Website. The display URL must also be to either an Affiliate's MyShop website or to an Affiliate's External Website and must not portray any URL that could lead the user to assume he or she is being led to a 4Life corporate site or be inappropriate or misleading in any way.

#### **Social Media**

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

Affiliates may offer to sell 4Life products on Social Media sites. Profiles that an Affiliate generates in any social community where 4Life is discussed or mentioned must clearly identify the Affiliate as a "4Life Independent Affiliate," and when an Affiliate 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 Affiliate 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 Affiliate's MyShop website or the Affiliate's External Website.

#### **Affiliate Is Responsible for Postings**

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

#### **Identification as a "4Life Independent Affiliate"**

An Affiliate must disclose his or her full name on all Social Media postings, and conspicuously identify himself or herself as a "4Life Independent Affiliate." Anonymous postings or use of an alias are prohibited.

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

Online sales and/or enrollments may only be generated from an Affiliate's MyShop website or an Affiliate'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 business opportunity, 4Life



products, and/or an Affiliate's biographical information and credentials.

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

If an Affiliate uses the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is the Affiliate'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 Affiliate must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

#### **Respecting Privacy**

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

#### **Professionalism**

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

#### **Prohibited Postings**

An Affiliate 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**

An Affiliate is prohibited from conversing with others who place a negative post against them, other Affiliates, or 4Life. The Affiliate 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 people carrying a grudge who do 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 an Affiliate's use, or desire 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 an Affiliate utilize any form of Social Media, including but not limited to Facebook, Instagram, Twitter, LinkedIn, YouTube, or Pinterest, the Affiliate agrees to each of the following:

- a) To generate sales and/or enroll an Affiliate, a Social Media site must link only to the Affiliate's MyShop website or the Affiliate'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 an Affiliate that is used to discuss or promote 4Life products or the 4Life business opportunity may not link to any website, Social Media site, or site of any other nature, other than the Affiliate's MyShop website or the Affiliate's External Website.
- c) During the term of this Agreement and for a period of twelve (12) calendar months thereafter, an Affiliate may not use any Social Media site on which he or she discusses or promotes, or has discussed or promoted, the 4Life business opportunity or 4Life products to directly or indirectly solicit 4Life Affiliates for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Affiliate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Affiliates relating to the Affiliate's other direct selling business activities. Violation of this provision shall constitute a violation of the Non-Solicitation Policy in Section 3.18.
- d) If an Affiliate 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 Affiliate's 4Life business and 4Life products. If the Affiliate's 4Life business is cancelled for any reason, or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

### **3.3. PARTICIPATION IN 4LIFE CORPORATE MARKETING EFFORTS.**

4Life encourages Affiliate participation in the Company's marketing efforts, and Affiliates may submit their marketing ideas to the Company. Likewise, Affiliates are





encouraged to participate in all Company-sponsored telephone calls to interact and share ideas with Company leadership as well as other Affiliates. 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 Affiliates' 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 Affiliates are not "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that an Affiliate's inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause the Affiliate to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, an Affiliate 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 Preferred Customers that promote either 4Life products or the 4Life business opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Preferred Customer (a "prospect") is permissible under the following situations:

- a) If the Affiliate has an established business relationship with the prospect. An "established business relationship" is a relationship between an Affiliate and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, 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 Affiliate, within the three (3) months immediately preceding the date of such a call.
- c) If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.
- d) An Affiliate may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom an Affiliate has at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if the Affiliate 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 an Affiliate engages in calling "acquaintances," he or she must make such calls on an occasional basis only and not make this a routine practice.
- e) An Affiliate shall not use automatic telephone dialing systems or software relative to the operation of his or her 4Life business.
- f) An Affiliate 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 the business opportunity.

### **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. As such, these marks are of great value to 4Life and are supplied to Affiliates for their use, only in an expressly authorized manner. Affiliates must include the language noted below in any materials wherein they use 4Life's intellectual property in connection with marketing 4Life products or the 4Life business opportunity:

Affiliate's Name  
4Life® Independent Affiliate

Affiliates may list themselves as a "4Life Independent Affiliate" in the white or yellow pages of the telephone directory under their own name. No Affiliate may place telephone directory display ads using 4Life's name or logo.

Affiliates 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 4Life's Corporate Office. Without specific approval of 4Life, Affiliates 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. Affiliates may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from 4Life; nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

In accordance with an Affiliate's strict adherence to the foregoing instruction on the use of 4Life trademarks, 4Life grants to each Affiliate, 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 an Affiliate's Cancellation or termination.

### **3.6. MEDIA AND MEDIA INQUIRIES.**

Affiliates 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 AFFILIATES.**

When a Business Entity (corporation, partnership, limited liability company or trust) becomes an Affiliate, the Affiliate must submit 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 Affiliate must provide the Entity Documents to 4Life. The Affiliate Application must be signed by all 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 Customer Service Department by mail or by email at [customerservice@4life.com](mailto:customerservice@4life.com). An Affiliate that is a Business Entity may change to an individual by contacting 4Life's Customer Service Department by phone or email at [customerservice@4life.com](mailto:customerservice@4life.com).

### **3.8. CHANGES TO THE 4LIFE BUSINESS.**

An Affiliate must immediately notify 4Life of all changes to the information contained on his or her Affiliate Agreement. Affiliates may modify their existing Affiliate Agreement (i.e., change a federal tax identification number to a Social Security Number) by submitting a written request, a properly executed Affiliate Agreement, and appropriate supporting documentation. Changes to the 4Life Business may be communicated to 4Life through 4Life's Customer Service Department by phone or email at [customerservice@4life.com](mailto:customerservice@4life.com). A 4Life business will receive a separate IRS Form 1099.

### **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 Affiliate Agreement containing the applicant's and co-applicant's Social Security Numbers or federal tax identification numbers 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 Affiliate Agreement containing only the applicant's social security number or federal tax identification number and signature. Documents relating to adding or removing a co-applicant may be submitted to 4Life through 4Life's Customer Service Department by mail, fax, or email at [customerservice@4life.com](mailto:customerservice@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 Affiliate Agreement. If the original applicant wants to terminate his or her relationship with the 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 Affiliate. 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 AFFILIATE ACCOUNT.**

In the event a decision needs to be made regarding the management of an Affiliate Account, and the Affiliate Account 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 Affiliate Account:

- If the Affiliate Account 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 Affiliate Account. 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 Affiliate Agreement.
- If the Affiliate Account is owned by more than one individual, 4Life will defer to the management decisions of the majority of the individuals. In the event that a majority of the individuals cannot reach agreement regarding the management of the Affiliate Account, 4Life will defer management decisions to the individual noted as "Applicant" on the Affiliate 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 Affiliate seeking to transfer submits a properly completed "Enroller and Sponsor Transfer Form (Within First Ten Days of Enrollment)" which includes the signature of the Affiliate seeking to transfer, the signature of the original Sponsor, and the signature of the original Enroller.
- In cases involving fraudulent inducement or unethical sponsoring, an Affiliate 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 Affiliate believes his or her enrollment was fraudulently induced.
- Although rarely approved, the Affiliate 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 Affiliate signatures must be notarized. Transferring Affiliates must allow thirty (30) days after the receipt of the Sponsorship Transfer Request Form by 4Life for processing and verifying change requests. A trans-



ferring Affiliate's Downline shall remain in the original genealogy and shall not be moved with the transferring Affiliate; 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 Affiliate 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 AFFILIATE 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.**

An Affiliate with a high rank of Diamond Elite or lower, 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 Affiliate activity, or operation of any other 4Life business) for six (6) full calendar months. Following the six-month period of inactivity, the former Affiliate may reenroll as a Preferred Customer under a new Sponsor.

An Affiliate with a high rank of Presidential 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 Affiliate activity, or operation of any other 4Life business) for twelve (12) full calendar months.

Following the twelve-month period of inactivity, the former Affiliate may reenroll as a Preferred Customer under a new Sponsor.

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

### **3.13. INDEMNIFICATION FOR UNAUTHORIZED CLAIMS AND ACTIONS.**

An Affiliate 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. Affiliates 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 Affiliate's unauthorized representations or actions. This provision shall survive the Cancellation of an Affiliate's Affiliate 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 Affiliate 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 Affiliate may use photos or other representations of 4Life products that make implied claims that 4Life products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases.

### **3.15. INCOME CLAIMS.**

In their enthusiasm to enroll prospective Preferred Customers, some Affiliates 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 Affiliates 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 Affiliates may believe it beneficial to provide copies of checks or 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 Affiliate making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Affiliates may not have the data necessary to comply with the legal requirements for making income claims, an Affiliate, when presenting or discussing the 4Life business opportunity or the Life Rewards Plan to a prospective Preferred Customer, may not make income projections or income claims or disclose his or her 4Life income (including the showing of checks, bonus reports, copies of checks or bank statements). Affiliates 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. Therefore, 4Life products may not be sold in department stores, chain or franchised retail outlets, mass merchandising outlets, or any retail location with 185 square meters or more of retail space. However, the Company recognizes that some Affiliates may find that selling products from small retail outlets may be beneficial. Affiliates must request written consent from the Company in order to sell 4Life products in small, individually owned retail outlets, and 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.**

Affiliates may display and/or sell 4Life products at trade shows and professional exhibitions. Affiliates may not display and/or sell 4Life products at swap meets, garage sales, flea markets or farmer's markets without the prior written consent of the Company. Affiliates may not display and/or sell 4Life products on internet auction sites (such as eBay), online retail websites, or e-commerce websites (such as Amazon). Affiliates may sell 4Life products on their External Website, but only in accordance with Policies 3.2 and 5.2.

### **3.18. CONFLICTS OF INTEREST / NON-SOLICITATION.**

Affiliates 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, Affiliates shall not recruit other Affiliates or Preferred Customers into 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 the United States 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, an Affiliate or Preferred Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity. Affiliates 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. Affiliates may not offer the 4Life business opportunity or products to prospective or existing Preferred Customers or Affiliates in conjunction with any non-4Life program, opportunity or product. Affiliates 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 an Affiliate's MyShop website back office (Downline Activity Reports and data contained in an Affiliate's MyShop 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 Affiliates in strictest confidence and are made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective Marketing Organizations in the development of their 4Life business. Affiliates should use their Downline Activity Reports to manage, motivate, and train their Downline Affiliates. The Affiliate and 4Life agree that, but for this agreement of confidentiality and nondisclosure, 4Life will not provide Downline Activity Reports to an Affiliate. Accordingly, an Affiliate 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 Affiliate's information to re-enroll without the express consent of the terminated Affiliate;
- Use the information in a 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 Affiliate or Preferred Customer of 4Life listed on any Downline Activity Report for another network marketing program, or in any manner attempt to influence or induce any Affiliate or Preferred 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 Affiliate 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 Affiliate relating to the contact information or sales activity of other Affiliates.

The provisions of this Policy shall survive the Cancellation of an Affiliate's Affiliate 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 Preferred Customer enrollment or Affiliate Agreement on file with 4Life, or who has had such an agreement within the preceding six (6) calendar months if Diamond Elite rank or below, or twelve (12) calendar months if Presidential 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, Federal Tax Identification Numbers, 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 an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Affiliate 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.**



Affiliates are not required to carry inventory of products or sales aids. Affiliates 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 Retail Customer orders. Each Affiliate must make his or her own decision with regard to these matters. To ensure that Affiliates are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to 4Life upon the Affiliate's Cancellation or termination pursuant to the "Return of Inventory and Sales Aids by Affiliates" 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. Affiliates 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.**

Affiliates 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, Affiliates shall not represent or imply that 4Life, the Life Rewards Plan or products have been approved, endorsed, or otherwise sanctioned by any government agency.

### **3.25. INCOME TAXES.**

Every year, 4Life will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. and Puerto Rico resident as required by the Internal Revenue Service. Each Affiliate is responsible for paying local, state, and federal taxes on any income generated as an Affiliate.

### **3.26. INDEPENDENT AFFILIATE STATUS.**

Affiliates are independent contractors and are not purchasers of a franchise or a business opportunity. The Agreement between 4Life and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. An Affiliate shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (express or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Affiliate 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 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 an Affiliate 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 an Affiliate's personal use, but the products must not be resold.

### **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 Affiliates because of the nature of their businesses. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him or her, the Affiliate 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 Affiliates.

### **3.29. COMPLIANCE WITH LAWS AND ETHICAL STANDARDS.**

Affiliates shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. In connection with the operation of an Affiliate's 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 AFFILIATE.**

An Affiliate 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 an Affiliate's Family Unit engages in any activity which, if performed by the Affiliate named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and 4Life may take disciplinary action pursuant to these Policies against the named Affiliate. 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.**

Affiliates 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. Affiliates 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 an Affiliate, 4Life may, at its discretion, move all individuals on the first Level of the canceling Affiliate into the vacated position. The account of the terminated Affiliate 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 an Affiliate wishes to sell his or her 4Life business, the following criteria must be met:

- The Affiliate 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 an Affiliate. If the buyer is an active Affiliate, he or she must first terminate his or her 4Life business and remain inactive in accordance with Section 3.12 of the Policies before becoming eligible for a purchase, transfer, assignment, or acquisition of any interest in the 4Life business.
- The selling Affiliate must submit a Sale, Transfer, or Assignment of 4Life Business Form to 4Life's Customer Service Department at customerservice@4life.com.
- Before the sale, transfer, or assignment can be finalized and approved by 4Life, any debt obligations the selling Affiliate has with 4Life must be satisfied.
- The selling Affiliate 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 Affiliate 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 Affiliate Account position will not retain recognition at the high rank obtained by the Affiliate Account position. 4Life reserves the right to rank the purchased, transferred, or assigned Affiliate position at any rank at 4Life's sole discretion.
- In the event that a qualification-based incentive trip has been earned by the selling, transferring, or assigning Affiliate position prior to the sale, transfer, or assignment of the Affiliate Account, the purchaser, transferee, or assignee of the Affiliate Account 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.

4Life reserves the right to determine the successor Affiliate's recognition rank.

### **3.35. SEPARATION OF A 4LIFE BUSINESS.**

Affiliates sometimes operate their 4Life businesses as husband-wife partnerships, partnerships, corporations, limited liability companies, or trusts. At such time as a marriage ends 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 Affiliates and the Company, 4Life will involuntarily terminate the Affiliate 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 Affiliates 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 Affiliate 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 Affiliate 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 as a Preferred Customer under any Sponsor of their choice and need not wait before reenrolling. 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 as a Preferred Customer under any Sponsor of their choice and need not wait before reenrolling.

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

### **3.36. SPONSORING.**

All Active Affiliates in good standing have the right to sponsor and enroll others into 4Life. Each prospective Preferred Customer or Affiliate has the ultimate right to choose his or her own Sponsor. If multiple Affiliates claim to be the Sponsor of the same Affiliate or Preferred Customer, the Company shall regard the first enrollment received by the Company as controlling.

### **3.37. TRANSFER UPON DEATH OF AN AFFILIATE.**

Upon the death of an Affiliate, 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, an Affiliate 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 Affiliate's Marketing Organization and operate the business, the beneficiary must:

- Execute and submit an Affiliate Agreement and other applicable enrollment forms and documents. All commission payments will be issued to the individual or entity listed on the Affiliate 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 Affiliate's recognition rank.

### **3.38. TRANSFER UPON INCAPACITATION OF AN AFFILIATE.**

To request a transfer of a 4Life business because of an Affiliate'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 Affiliate's business; (2) written instructions from the trustee; and (3) a completed Affiliate 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

Affiliate's status in order to be paid at that rank. If the trustee fails to achieve the rank maintained by the Affiliate, 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 Affiliate's recognition rank.

## **4. RESPONSIBILITIES OF AFFILIATES**

### **4.1. UNDERSTANDING THE 4LIFE BUSINESS MODEL.**

4Life is a direct selling company. 4Life products are sold by Affiliates to Retail Customers in one-on-one, interpersonal transactions which provide time for explanation and guidance on 4Life products. The role of an Affiliate who chooses to build a 4Life business is to sell 4Life products to Retail Customers and enroll Preferred 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. Affiliates planning to move should provide 4Life's Corporate Office with 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 Affiliate who is the Sponsor or Enroller of another Affiliate is encouraged to perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her 4Life business. Affiliates are encouraged to have ongoing contact, communication and supervision of the Affiliates 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 Affiliates to 4Life meetings, training sessions, and other functions. Upline Affiliates are also encouraged to motivate and train new Affiliates in 4Life product knowledge, effective sales techniques, the Life Rewards Plan, and compliance with these Policies.

#### **4.4. INCREASED TRAINING RESPONSIBILITIES.**

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

#### **4.5. ONGOING SALES RESPONSIBILITIES.**

Regardless of their level of achievement, Affiliates are encouraged to continue to personally promote product sales through the generation of new Retail Customers and Preferred Customers and through servicing their existing Retail Customers and Preferred Customers.

#### **4.6. NON-DISPARAGEMENT.**

4Life wants to provide its Affiliates with superior products, a superior compensation plan and service in the industry. Accordingly, 4Life values constructive criticisms and comments from Affiliates. All such comments should be submitted in writing to 4Life's Customer Service Department.

While 4Life welcomes constructive input, negative comments and remarks made by Affiliates about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Affiliates. For this reason, and to set the proper example for their Downline organization, Affiliates must not disparage, demean, or make negative remarks about 4Life, other Affiliates, 4Life products, the Life Rewards Plan, or 4Life directors, officers, or employees.

#### **4.7. PROVIDING DOCUMENTATION TO APPLICANTS.**

Affiliates should provide the most current version of these Policies and the Life Rewards Plan to individuals whom they are sponsoring to become Affiliates before the applicant signs an Affiliate Agreement. Additional copies of these Policies can be acquired from 4Life and at 4life.com.

#### **4.8. REPORTING POLICY VIOLATIONS.**

Affiliates observing a violation of these Policies by another Affiliate 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 Retail Customers and Preferred Customers. Affiliates 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. In person-to-person transactions and on their MyShop website, Affiliates 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. However, Affiliates who wish to sell 4Life products on their External Website are required to sell 4Life products at the official Affiliate price including the taxes of the country of destination of the order, submit an executed External Website Sales Agreement to 4Life's Compliance Department at [compliance@4life.com](mailto:compliance@4life.com), and receive 4Life's approval. Affiliates may not sell product packs comprised of more than one product on their External Website.

To circumvent this Policy, an Affiliate is prohibited from enlisting, assisting, or knowingly allowing a non-4Life Affiliate third party to facilitate selling 4Life products on any External Website, internet auction website (such as eBay), online store, e-commerce website or third-party sales forum (such as Amazon). Affiliates are encouraged to facilitate their product sales through their MyShop website, and such sales will be automatically priced at 4Life's Wholesale Price.

#### **5.3. SALES RECEIPTS.**

If an Affiliate sells any 4Life product from his or her inventory or on his or her External Website, he or she should give the Retail 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. Affiliates 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 Affiliates' customers who purchase directly from 4Life will be maintained by 4Life.

### **6. BONUSES AND COMMISSIONS**

#### **6.1. BONUS AND COMMISSION QUALIFICATION.**

An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement,





4Life shall pay commissions to such Affiliate in accordance with the Life Rewards Plan.

## **6.2. ADJUSTMENT TO BONUSES AND COMMISSIONS FOR RETURNED PRODUCTS.**

Affiliates receive bonuses and commissions based on the actual sales of products to Preferred Customers and Retail 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 Affiliates 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 Affiliates, 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 Retail Customers and Preferred Customers. If a Retail Customer purchased a product from an Affiliate, the Retail Customer must return the product to that Affiliate for a refund or replacement. If a Retail Customer or Preferred Customer purchased the product directly from the Company, the product should be returned directly to the Company.

If an Affiliate is unsatisfied with any 4Life product purchased for personal use, the Affiliate 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 three hundred euros (€300) in any twelve (12) month period. If an Affiliate wishes to return merchandise exceeding three hundred euros (€300) 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 Affiliates" section of these Policies, and the Affiliate's Affiliate Agreement shall be canceled.

### **7.2. PRODUCTS RETURNED BY RETAIL CUSTOMERS.**

If a Retail Customer returns a product to the Affiliate from whom it was purchased, the Affiliate may return it to the Company for a refund or replacement (the Affiliate returning the product is responsible for all shipping charges).

### **7.3. RETURN OF INVENTORY AND SALES AIDS BY AFFILIATES.**

Upon Cancellation of an Affiliate's Affiliate Agreement, the Affiliate 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. An Affiliate may only return products and sales aids that he or she personally purchased from the Company under his or her 4Life Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the Affiliate 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 Affiliate any commissions, bonuses, rebates, or other incentives received by the Affiliate 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 Affiliate or Retail Customer or Preferred Customer who purchased it directly from 4Life.
- All products to be returned must have a "Return Authorization Number" which will be obtained by calling 4Life's Customer Service 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 Affiliate by a Retail Customer or a Preferred 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 Affiliate. It is the sole responsibility of the Affiliate to trace, insure or otherwise confirm that the Company has received the shipment.



If an Affiliate is returning merchandise to 4Life that was returned to him or her by a Retail Customer, the product must be shipped to 4Life within ten (10) days from the date on which the customer returned the merchandise to the Affiliate and must be accompanied by the sales receipt that the Affiliate gave to the Retail Customer at the time of the sale.

## **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 an Affiliate may result, at 4Life's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition.
- Requiring the Affiliate to take immediate corrective measures.
- Loss of privileges, included but not limited to loss of MyShop website privileges.
- Loss of one or more bonuses and commissions.
- Withholding from an Affiliate all or part of the Affiliate's bonuses and commissions during the period that 4Life is investigating any conduct allegedly violating the Agreement. If an Affiliate's business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period.
- Loss of recognition, including but not limited to, in 4Life Official Materials and events, special awards and incentive trips.
- Suspension of the Affiliate's Affiliate Agreement for one or more bonus periods.
- Involuntary Cancellation of the offending Affiliate's Affiliate 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 Affiliate'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 an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective 4Life businesses, the complaining Affiliate 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 Affiliate may appeal the sanction to the Company. The Affiliate'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 Affiliate 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 Affiliate files a timely appeal of the sanction, the Company will review and reconsider the Cancellation, consider any other appropriate action and notify the Affiliate in writing of its decision.

### **8.4. DISPUTE RESOLUTION.**

For claims seeking ten thousand dollars (\$10,000) 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 a 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 any 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) 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 an Affiliate 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, 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 Affiliate'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 an Affiliate'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, Affiliate's maximum sole remedy shall be liquidated damages calculated as follows:

- For Affiliates at the "Paid As" rank of Diamond Elite or lower, 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 Affiliates at the "Paid As" rank of Presidential through Silver Elite, 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 Affiliates at the "Paid As" ranks of Gold through Platinum Elite, 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 Affiliate pursuant to the Life Rewards Plan as well as retail profits earned by Affiliate 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 Affiliate to Retail Customers at the time of the sale.

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

An Affiliate'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 an Affiliate's "Paid As" rank is the bonus period one month prior to the month the Affiliate'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 an Affiliate 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 Salt Lake County, State of Utah, or the United States District Court for the District of Utah. 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.



Louisiana Residents: Notwithstanding the foregoing, and the arbitration provision set forth above, residents of the State of Louisiana shall be entitled to bring an action against 4Life in their home forum and pursuant to Louisiana law.

## **9. ORDERING**

### **9.1. PURCHASING 4LIFE PRODUCTS.**

Each Affiliate should purchase his or her products directly from 4Life or an authorized 4Life Life Points Center. If an Affiliate purchases products from another Affiliate or any other source, the purchasing Affiliate 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 Affiliate. If these attempts are unsuccessful after five (5) business days, the order will be cancelled.

### **9.3. SHIPPING 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.

### **9.4. CONFIRMATION OF ORDER.**

An Affiliate 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 an Affiliate's right to request a correction.

### **9.5. PAYMENT AND SHIPPING DEPOSITS.**

No monies should be paid to or accepted by an Affiliate for a sale except at the time of product delivery. Affiliates should not accept monies to be held for deposit in anticipation of future deliveries.

### **9.6. RETURNED PAYMENTS.**

All payments returned by an Affiliate's bank for insufficient funds will be re-submitted for payment. A \$25 returned fee will be charged to the account of the Affiliate. After receiving a returned payment from a Retail Customer, Preferred Customer or an Affiliate, all future orders must be paid by credit card, money order or cashier's check. Any outstanding balance owed to 4Life by an Affiliate 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.**

Affiliates shall not use unauthorized credit cards to enroll Preferred Customers or to make purchases from the Company; likewise, Affiliates shall not permit other Affiliates, Retail Customers, or Preferred Customers to use their credit cards 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 Affiliates and customers, and remit the taxes charged to the respective states. Accordingly, 4Life will collect and remit sales taxes on behalf of Affiliates, based on the suggested Retail Price of the products, according to applicable tax rates in the state to which the shipment is destined. If an Affiliate 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 Affiliate. 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.

## **10. INACTIVITY AND CANCELLATION**

### **10.1. EFFECT OF CANCELLATION AND TERMINATION.**

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies, 4Life shall pay commissions to such Affiliate in accordance with the Life Rewards Plan.

An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating product sales and all activities related to generating product sales (including, but not limited to, building a Marketing Organization). Following an Affiliate's non-continuation of his or her Affiliate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Affiliate Agreement (all of these methods are collectively referred to as "Cancellation"), the former Affiliate 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. Affiliates waive any and all rights, including, but not limited to, property rights, in the Marketing Organization which they may have had. Following an Affiliate's Cancellation of his or her Affiliate Agreement, the former Affiliate shall not hold him or herself out as a 4Life Affiliate and shall not have the right to sell 4Life products. An Affiliate whose Affiliate 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.**

Affiliates 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 an Affiliate has not generated any Principal Volume for a period of six (6) consecutive calendar months (and thus becomes "inactive"), his or her Affiliate Agreement shall be canceled for inactivity following the last day of the sixth (6th) 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).**

An Affiliate'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 Affiliate at 4Life's discretion. Such disciplinary actions may include, but are not limited to, the involuntary Cancellation of the offending Affiliate's 4Life Agreement and business. If the Affiliate'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 Affiliate's last known address or that of his or her attorney, emailed to the Affiliate's email address on file with the Company, or when the Affiliate 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.**

An Affiliate 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 Affiliate's signature, printed name, address, and 4Life Identification Number. If a canceling Affiliate wishes to remain a Preferred Customer, he or she must contact 4Life's Customer Service Department to re-establish a Preferred Customer account. The Preferred Customer account must have the same Sponsor as the Affiliate account. If an Affiliate wishes to re-enroll, such re-enrollment must be in accordance with Section 3.12 of these Policies.



## GLOSSARY OF TERMS

| <b>Term</b>                                 | <b>Definition</b>   |
|---|---|
| 4Life                                       | The term "4Life" as it is used throughout the Agreement means 4Life Research USA, LLC (also referred to as the "Company.").   |
| 4Life Identification Number (or 4Life ID #) | A unique number given to 4Life Preferred Customers and Affiliates used by the Company to identify them.   |
| 4Life Income Disclosure Statement           | 4Life's income disclosure statement that is updated annually, located at 4life.com under "Resources."   |
| Active Affiliate                            | An Affiliate who makes a product or marketing material purchase from 4Life.   |
| Affiliated Individual                       | Any member of an Affiliate's Family Unit, and/or a corporation, partnership, limited liability company, trust, or other entity associated in any way with an Affiliate.   |
| Agreement                                   | The contract between the Company and each Affiliate, which includes the Affiliate 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."   |
| Business Entity                             | A corporation, partnership, limited liability company, or trust that is enrolled as an Affiliate.   |
| Business Entity Information Form            | The form used to transfer an Affiliate Account from an individual to a Business Entity. This form is located in 4Life's back office under "Business Resources."   |
| Cancellation                                | An Affiliate's non-continuation of his or her Affiliate Agreement for one of the following reasons: (1) cancellation for inactivity; (2) voluntary cancellation; or (3) involuntary cancellation (termination).   |
| Company                                     | The term "Company" as it is used throughout the Agreement means 4Life Research USA, LLC (also referred to as "4Life").  |
| Compliance Department                       | 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> .   |
| Corporate Office                            | 4Life's corporate office located at Avenida Diagonal 453 bis Planta 7, 08036, Barcelona, Spain.   |
| Cross-Group Sponsoring                      | The enrollment—direct, indirect, or otherwise—of an individual or entity that already has a current Preferred Customer enrollment or Affiliate Agreement on file with 4Life, or who has had such an agreement within the preceding six (6) calendar months (if Diamond Elite rank or below), or twelve (12) calendar months (if Presidential rank or above).  |
| Customer Service Department                 | The department within 4Life that assists Preferred Customers and Affiliates with all of their 4Life purchases and business needs. The Customer Service Department can be reached by telephone at the following link base on your Europe Market <a href="https://4lifetools.eu/media/4Life-Recursos-ES-Documentos-Informacion-Contacto.pdf">https://4lifetools.eu/media/4Life-Recursos-ES-Documentos-Informacion-Contacto.pdf</a>  |
| Affiliate                                   | Independent contractor, who is not the purchaser of a franchise or a business opportunity. The Agreement between 4Life and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. An Affiliate shall not be treated as an employee for his or her services or for federal or state tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (express or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies, and applicable laws. |
| Affiliate Agreement                         | The Affiliate Application and Agreement.  |
| Downline                                    | The Preferred Customers and Affiliates in a particular Affiliate's Marketing Organization.  |



| <b>Term</b>   | <b>Definition</b>   |
|---|---|
| Downline Activity Report  | A report with information generated by 4Life that provide critical data relating to the management of an Affiliate's 4Life business, the identities of Affiliates, product sales information and enrollment activity of each Affiliate's Marketing Organization. Downline Activity Reports include the data contained in an Affiliate's MyShop account. The information is confidential and constitutes proprietary business trade secret information belonging to 4Life. |
| Enroller  | An Affiliate who personally recruits another Affiliate and places the new Affiliate in his or her Downline. The Enroller of a new Affiliate may also be the new Affiliate's Sponsor.  |
| Enroller and Sponsor Transfer Form (Within First 10 Days of Enrollment) | The form that is to be used within the first ten (10) days when an Affiliate enrolls and learns he or she is enrolled under the incorrect Enroller and/or Sponsor. This form is located in 4Life's back office under "Business Resources."  |
| Entity Documents  | The certificate of incorporation, articles of organization, partnership agreement, operating agreement, trust documents, or other related documents of a Business Entity.   |
| External Website  | An Affiliate's own personal website, or other web presence that is used for an Affiliate'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.   |
| External Website Sales Agreement  | The form used for Affiliates to request 4Life's permission to own an External Website. This form is located in 4Life's back office under "Business Resources."  |
| Family Unit   | Spouses, domestic partners, and dependent children living at or doing business at the same address.   |
| Level   | The layers of Downline Preferred Customers and Affiliates in a particular Affiliate's Marketing Organization. This term refers to the relationship of a Preferred Customer or Affiliate relative to a particular upline Affiliate, determined by the number of Affiliates 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.                                       |
| Life Points   | Every commissionable 4Life product is assigned a point value. Affiliate commissions are based on the total point value of products sold by each Affiliate and his or her Marketing Organization. Sales aids have no Life Point value.   |
| Life Points Center  | A location managed by an Affiliate authorized by 4Life to sell 4Life products to Affiliates, Retail Customers, and Preferred Customers.   |
| Life Rewards Plan   | 4Life's compensation plan for Affiliates.   |
| Line  | A part of an Affiliate's Downline that starts with someone sponsored by that Affiliate and continues below that sponsorship.  |
| Marketing Organization  | Preferred Customers and Affiliates enrolled below a particular Affiliate.   |
| MyShop  | The complimentary MyShop account offered by 4Life. A Preferred Customer or Affiliate must login to 4Life's back office. Initially, the Preferred Customer's or Affiliate's default URL will be "www.4life.com/<Affiliate's 4Life ID #>." Upon approval from 4Life's Compliance Department, an Affiliate may change this default; however, the approval is subject to the terms of paragraph 3.2 of these Policies.  |
| Official 4Life Materials  | Literature, audio or video recordings, and other materials developed, printed, published and/or distributed by 4Life to Affiliates.   |
| Policies  | These Policies and Procedures.  |
| Preferred Customer  | A Preferred Customer has enrolled with 4Life as a Preferred Customer, has a Sponsor and Enroller, receives a 4Life Identification Number, and receives the benefit of purchasing 4Life products at a 25% discount from the Retail Price, amongst other benefits.  |



| <b>Term</b>                           | <b>Definition</b>   |
|---------------------------------------|---|
| Principal Volume (also known as "PV") | Principal Volume is the total Life Points (LP) of an Affiliate for product purchases that: (a) the Affiliate purchases to consume or sell for a retail profit; and (b) the Affiliate's customers purchase on the Affiliate's MyShop or directly on the Affiliate's account.   |
| Product Price List                    | 4Life Product Price List for Affiliates, Preferred Customers, and Retail Customers who purchase directly from 4Life (as published and modified from time to time). Located at 4life.com and in printed form.  |
| Resalable                             | With regard to 4Life products and sales aids, a product is Resalable if each of the following six elements are satisfied : (1) the product is unopened and unused; (2) the product packaging and labeling have not been altered or damaged; (3) the product bears a current label; (4) the product has not exceeded its expiration date; (5) the product has not been discontinued; and (6) the product is returned to 4Life within one (1) year from the date of purchase. |
| Retail Customer                       | With regard to 4Life products and sales aids, a product is Resalable if each of the following six elements are satisfied : (1) the product is unopened and unused; (2) the product packaging and labeling have not been altered or damaged; (3) the product bears a current label; (4) the product has not exceeded its expiration date; (5) the product has not been discontinued; and (6) the product is returned to 4Life within one (1) year from the date of purchase. |
| Retail Price                          | The recommended retail price designated in the 4Life Product Price List (as published and modified from time to time).  |
| Return Authorization Number           | All products returned to 4Life must have this number, which can be obtained by calling the Customer Service Department. This number must be written on each carton returned.  |
| Return Authorization Number           | The form used to transfer an Affiliate Account 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."  |
| Social Media                          | 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 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.         |
| Sponsor                               | The Affiliate who is another Affiliate's direct upline. The Sponsor of a new Affiliate may also be the new Affiliate's Enroller.  |
| Sponsor Transfer Request Form         | The form used when an Affiliate Account wishes to change Sponsors (which is rarely approved). Affiliates must contact the Customer Service Department to obtain a copy of this form.  |
| Wholesale Price                       | The amount charged for 4Life products for Affiliates and Preferred Customers who purchase directly from the Company as designated in the 4Life Product Price List (as published and modified from time to time). The Wholesale Price is a 25% discount from the Retail Price.   |





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