

Lifepplus Europe Ltd.

Terms and Conditions

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Lifepplus Europe ("LPE" or "Company"), a company organised and domiciled in the United Kingdom, distributes, mainly to users, a range of products including food supplements, personal care and other products designed by Lifepplus International ("LPI"), a company organised and domiciled in the United States ("Products"). LPI markets its Products through a direct marketing sales system in the form of multilevel marketing selling, which has proven to be very successful in LPI markets around the world. In Spain, this sales system is implemented in conformity with the provisions of Article 22 of the Act on Retail Trade and subject to the limitations provided thereby. Therefore an important part of the tasks which may be performed by LPI Associates in their capacity as a member of the LPI Distribution Network, apart from the activities for promoting directly the sale of LPE articles, is the conveying of the essential elements characterising the LPI multilevel marketing sales system to the members of the 'Line of Responsibility' ('downline' or 'paying line') of the Associate.

These Terms and Conditions laid down here are rules of conduct agreed by the contractual parties, LPE and the Associate, who agree to be bound thereby. They serve only the purpose to realise, to keep pure and to perform uniformly the system and therefore do not imply any change as to the legal status of the Associate as an independent tradesperson. Observing the mutual and reasonable interests of the Company, on the one side, and the Associates, on the other side, in the execution and further development of the LPI multilevel marketing selling system, LPE occasionally will adapt these rules of conduct to a changed situation after a timely advanced notice in writing.

To maintain the integrity of the LPE organisation and to help guide our Associates to work in an honest and ethical manner, every Associate agrees to work within this set of Terms and Conditions.

As a LPE Associate, I expressly acknowledge and agree that:

1. I will be paid by LPE in accordance with the current compensation plan as published by LPE provided that I work within these Terms and Conditions and according to the law. No compensation is paid for the act of sponsoring the entry of Associates to the LPI multilevel marketing system.
2. Any information I provide to LPE must be true and complete.
3. I acknowledge that this information may be used by the Company for the purposes of conducting its business and calculating my compensation and the compensation of other Associates. This information may be passed outside of the EEA in order to do this.
4. My relationship with the Company is that of an independent, self-employed, contractor. I agree that I am not, and therefore will not state, represent, nor imply that I am an employee, agent, franchisee, partner, joint venturer or representative of the Company and that I have no authority to bind the Company to any obligation. I am responsible for paying all taxes, insurance contributions, including VAT, if applicable, due on payments received from the Company. Furthermore, I represent that I have - and I shall keep for the entire term of my relationship with the Company under these Terms and Conditions - enough resources to implement my position as LPE Associate thereunder as a self-employed entrepreneur. Consequently, I am responsible for making all due registrations, statements and payments to the Tax Authority and the Social Security Office, and upon request from the Company at any moment during the term of the relationship hereunder, I shall provide it with an updated certificate from the relevant Tax and Social Security Authorities evidencing to be up date in the above payments.
5. My relationship with the Company under these Terms and Conditions shall start upon receipt by the Company of my express acceptance thereof and shall remain in force indefinitely until one of the following occurs: (a) I resign in writing from my status as Associate under these Terms and Conditions, including in the event that I do not agree with any updates to the Concept Brochure and Compensation Plan documents; (b) I do not carry on any activity as an Associate under these Terms and Conditions for 12 consecutive months or (c) the relationship is terminated by either myself or LPE due to breach by the other of these Terms and Conditions.
6. I will not misuse any Company trade names or trademarks. Neither will I create or use any promotional material (other than those generated by the Company) that appears or represents that it is coming directly from the Company, or use a trade name or trade mark owned by LPI in any internet domain name or in the name of any business owned by me.
7. My success is dependent on my effort and that no expressed or implied assurance, guarantee, or warranty has been given regarding my potential earnings success and that I will make no such assurances, guarantees, or warranties to others, including Associates and prospective Associates. I further agree not to make any false or misleading income projections to the above third parties.
8. I may have a financial interest, directly or indirectly, in only 1 relationship with LPE and understand that only one relationship with LPE is allowed per household.

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9. I shall operate my LPE business in an ethical and legal manner and that I shall do nothing to injure the good name and reputation of the Company, including, but not limited to, casting the Company, its Products, its programs, its field leadership, or its management in a negative light.
 10. Crossline sponsoring is prohibited. There are two types of crossline sponsoring: The first type is the act of offering products or an income opportunity other than the Company's to an Associate or their customers or to an employee of the Company. The second type involves suggesting to an Associate or a group of Associates that they change their LPE sponsor.
 11. I have a right to product returns within the terms and under the conditions and procedures provided by the Terms of Sales available online at www.lifeplus.com and sent to the customer in the printed price list, which I acknowledge and accept.
 12. I may not purchase unreasonable amounts of product either through my LPE relationship, the LPE relationship of others, or any combination thereof, for the sole purpose of manipulating or optimising the compensation system for myself or others.
 13. I shall fulfill the duties of a sponsor for all those LPE Associates I refer (sponsor) as well as any downstream referrals on which I am paid. The duties of a sponsor include, but are not necessarily limited to, performing a bonafide supervisory role, assisting downline LPE Associates in building their LPE business, sales volume, and customer base, maintaining on-going communication and ensuring that downline Associates are properly trained, and serving as a coach, teacher, motivator and mentor.
 14. I acknowledge that LPE does not discriminate against or differentiate between any one because of their religious or political beliefs and that the LPE business is not an appropriate medium through which to advance those beliefs. In particular I agree that I will not advance those beliefs at Company functions or events.
 15. That stockpiling of product beyond one's needs is not allowed and that each time I place an order I am certifying that at least 70% of my previous order has been sold or consumed.
 16. I will not promote specific Products on the Internet except through the Company's own websites. Products may never be sold or offered for sale on "auction" sites such as, but not limited to, eBay. I will not manipulate the placement of internet search engine results to the detriment of other Associates or the Company.
 17. I may only promote and solicit the sale of Products contained in the product catalogue. I will not make any unauthorised claims about the Products or business opportunity or the Company.
 18. Retail selling of the Products is possible but is not encouraged. I will contact LPE before attempting to sell Products at retail so that a Company representative can discuss LPE policy and regulatory requirements with me.
 19. My Associate position may not be sold, assigned, or transferred without the prior approval of the Company.
 20. Since I provide services in the course of my activities for LPE, in accordance with the Regulations on invoicing obligations amending the VAT Regulations, I am required to issue an invoice for any transactions I perform for LPE. Article 5 of the Regulations on invoicing obligations, approved by Royal Decree 1619/2012, of November 30, 2012, allows that the obligation to issue an invoice is carried out physically by the recipients of the transactions. Pursuant to this legal provision, I empower LPE to issue for and on my behalf the self-billing invoices for the services provided by me, within sixteen (16) days following the end of each month, all of the above in accordance with article 11 of said regulations. I agree that copies of the self-billing invoices shall be sent to me, for me to accept them within fifteen (15) days from the date of their receipt. The self-billing invoice shall be considered not to have been issued if the copy of the self-billing invoice is expressly rejected by me within this period. If nothing is said one way or the other, I agree that the self-billing invoice shall be deemed to have been tacitly accepted by me.
 21. The Company may deduct any amounts owed by me to the Company from any payments, commissions, or bonuses that the Company owes to me.
 22. The Company may alter or amend its Product range, prices, and International Point values at its discretion.
 23. The Company may provide certain information about me to other LPE Associates in the Form of Genealogy Reports and Commission Statements.
 24. I may use the Company name and product brands only for the purposes of LPE business and in accordance with the terms of these Terms and Conditions. I agree that the names, addresses and contact details of the LPE Associates and other information provided to me by the Company relating to my downline are the Company's confidential proprietary information and will only be used by me for the purpose of LPE and will not be disclosed by me to anyone else.
 25. Any failure of or delay by the Company to enforce these Terms and Conditions or to insist upon my strict compliance with them, in no way constitutes a waiver of any sort by the Company. I further understand that any such waivers by the Company must be in writing and signed by an authorised officer. I acknowledge that any waiver by the Company in regard to one Associate in no way constitutes waiver in regard to any other Associate.
 26. If any term or provision of these Terms and Conditions is deemed illegal, invalid or unenforceable, the remainder of the rules shall not be affected.
 27. Any breach by me of any of these Terms and Conditions could result in action up to and including termination of my relationship with the Company, at the sole discretion of the Company. Upon termination, I will immediately cease representing myself as an LPE Associate, and will discontinue use of all Company names and trademarks.

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28. The Concept Brochure and Compensation Plan documents in force at every moment are part of these Terms and Conditions. I may resign in writing from my status as Associate under these Terms and Conditions and terminate my relationship thereunder in the event that I do not agree with any updates to the Concept Brochure and Compensation Plan documents.
29. Unless otherwise stated, all other forms and documentation provided to you from time to time by Lifeplus are subject to these Terms and Conditions.
30. The Company promotes nutritional, personal care and other related products. The Company may retain and process my personal information including sensitive personal data given by me to the Company for purposes including the marketing, commissions payable and performance of the Company's business. The Company may record this information manually and/or electronically and will be the data controller for this information. The Company may disclose and transfer my personal information to other members of the Lifeplus group of companies which are situated outside of the European Union and to other persons (including other Associates as part of the Company's downlines) for the purposes of the Company's business. These persons may be situated in countries that do not have laws to protect my information. Details of the companies and countries involved will be provided on request.
31. These Terms and Conditions are subject to Spanish law.
32. Any conflicts arising from the interpretation or implementation of these Terms and Conditions shall be subject to the jurisdiction of the courts of Madrid.