

Lifepus Europe Ltd.

Terms and Conditions

Lifepus House • Little End Road • St. Neots • PE19 8JH • England

Lifepus 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 Lifepus International (LPI), a company organised and domiciled in the United States. For this purpose LPI has developed a special distribution system, which has proven to be very successful in LPI markets around the world. Therefore an important part of the tasks which may be performed by LPE Associates in their capacity as a member of the Lifepus Distribution Network, apart from the activities for promoting directly the sale of LPE articles, is the conveying of the essential elements characterising the LPI system to the members of the 'Line of Responsibility' ('downline' or 'paying line') of the Associate.

These Terms and Conditions laid down here are 'Instructions' issued from the contractual partner, LPE for its Associates who are obliged to follow such directives. They serve only the purpose to realise, to keep pure and to perform uniformly the system and are therefore no infringement of the legal position 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 selling system, LPE occasionally will adapt the Instructions 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 Rules and Regulations

As a LPE Associate, I acknowledge that:

1. I will be paid 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.
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 and that my relationship with the company will continue until one of the following occurs: (a) I resign in writing; (b) I am "inactive" for 12 consecutive months or (c) the relationship is terminated by either myself or LPE due to breach by the other. I am responsible for paying all taxes, insurance contributions and VAT, if applicable, due on payments received from the Company.
5. 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 trademark owned by LPI in any internet domain name or in the name of any business owned by me.
6. My success is dependant 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. I further agree not to make any false or misleading income projections.
7. I may have a financial interest, directly or indirectly, in only 1 position and understand that only one LPE bonus-earning position is allowed per household.
8. 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.
9. Crossline recruiting/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 sponsor.
10. I may not purchase unreasonable amounts of product either through my position, the position of others, or any combination thereof, for the sole purpose of manipulating or optimising the compensation system for myself or others.
11. I shall fulfill the duties of a sponsor for all those 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 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.
12. I acknowledge that LPE does not discriminate against or differentiate between anyone because of their religious or political beliefs and that LPE 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.

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13. 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.
 14. I will not promote specific LPE 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.
 15. 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.
 16. Retail selling of Lifeplus products is possible but is not encouraged. I will contact Lifeplus Europe before attempting to sell products at retail so that a Company representative can discuss Lifeplus policy and regulatory requirements with me.
 17. My Associate position may not be sold, assigned, or transferred without the prior approval of the Company.
 18. The Company may deduct any amounts owed by me to the company from any payments, commissions, or bonuses that the Company owes to me.
 19. The Company may alter or amend its product range, wholesale prices, and International Point values at its discretion.
 20. The Company may provide certain information about me to other Associates in the Form of Genealogy Reports and Commission Statements.
 21. 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 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.
 22. Any failure of or delay by the Company to enforce these rules 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.
 23. If any term or provision of these rules is deemed illegal, invalid or unenforceable, the remainder of the rules shall not be affected.
 24. Any breach by me of any of these rules could result in disciplinary 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.