

Lifepus Europe Ltd.

Terms and Conditions

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Lifepus Europe Ltd. ("LPE"), 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 Partners 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 Partner.

These Terms and Conditions, the latest LPE Compensation Plan, and any other market specific application form which Lifepus may provide to you from time to time form the entire agreement between LPE and a Partner ("Contract"). The Contract serves 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 Partner as an independent tradesperson. Observing the mutual and reasonable interests of LPE on the one side and the Partners on the other side in the execution and further development of the LPI selling system, LPE occasionally will adapt these Terms and Conditions to a changed situation after a timely advanced notice in writing.

To maintain the integrity of the LPE organisation and to help guide our Partners to work in an honest, legal and ethical manner, every Partner agrees to work within the rules as outlined in these Terms and Conditions and the Appendix that forms an integral part thereof.

As a LPE Partner, 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. I will only receive compensation for the sale of products. No compensation is paid for the act of sponsoring.
2. Any information I provide to LPE must be true and complete.
3. This information may be used by LPE for the purposes of conducting its business and calculating my compensation and the compensation of other Partners. This information may be passed outside of the EEA in order to do this.
4. My relationship with LPE is that of an independent, self-employed, contractor. Within the scope of these Terms and Conditions, I will not take on any further instructions, I am free to organise my business activities (if applicable) and schedule my working hours myself, and to determine my preferred sales methods, and I am not obliged to purchase or stock any LPE products. I agree that I am not, and therefore will not state, represent, nor imply that I am an employee, agent, franchisee, associate, joint venturer or representative of LPE and that I have no authority to bind LPE to any obligation and that my relationship with the company will continue until one of the following occurs: (a) I terminate the relationship in writing subject to a notice period of 14 days, without any obligation to pay a penalty; (b) I am "inactive" for 12 consecutive months or (c) the relationship is terminated in writing by either myself or LPE due

to breach by the other, subject to a notice period of 14 days. Following termination for any reason, I will lose my status/position with LPE and my rights to my sponsored downline will lapse. I am responsible for paying all taxes, social insurance contributions and VAT, if applicable, due on payments received from LPE.

5. I will not misuse any LPE or LPI trade names or trademarks. Neither will I create or use any promotional material (other than those generated by LPE or LPI) that appears or represents that it is coming directly from LPE or LPI, or use a trade name or trademark owned by LPE or LPI or register a domain name that uses the name Lifeplus or that may give consumers the impression that it is a product or service of LPE or LPI.

6. 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. 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 LPE bonus-earning 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 LPE or LPI, including, but not limited to, casting LPE or LPI, its products, its programs, its successful Partners 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 LPE's to Partners or their customers or to an Employee of LPE. The second type involves suggesting to a Partner or a group of Partners 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. I shall not repackage or relabel LPE or LPI products.

11. I shall fulfill the duties of a sponsor for all those Partners 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 Partners in building their LPE business, sales volume, and customer base, maintaining on-going communication and ensuring that downline Partners 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 LPE functions or events.

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 LPE'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 Partners or LPE or LPI.

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 LPE or LPI. In particular, I shall never engage in dishonest business practices, including (but not limited to) misleading commercial tactics or omissions, and aggressive sales techniques, and I shall

comply with the guidelines set out in the Appendix. I shall make it immediately clear to consumers what quantities I am offering and shall discuss LPE products with them in an open and honest manner.

16. LPE and LPI deliver only to countries that are declared as “open for trade”. Retail selling of LPE products is possible but is not encouraged. I will contact Lifeplus Europe before attempting to sell LPE products at retail so that an LPE representative can discuss Lifeplus policy and regulatory requirements with me.

17. My Partner position may not be sold, assigned, or transferred without the prior approval of LPE.

18. LPE may deduct any amounts owed by me to LPE from any payments, commissions, or bonuses that LPE owes to me. Any bonus paid on products returned in the preceding 120 days may be charged to me at any time.

19. LPE may alter or amend its product range, prices, and International Point values at its discretion.

20. LPE may provide certain information about me to other Partners in the Form of Genealogy Reports and Commission Statements.

21. I may use the LPE and LPI 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 Partners and other information provided to me by LPE relating to my downline are LPE'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 LPE 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 LPE. I further understand that any such waivers by LPE must be in writing and signed by an authorised officer. I acknowledge that any waiver by LPE in regard to one Partner in no way constitutes waiver in regard to any other Partner.

23. If any term or provision of these Terms and Conditions is deemed illegal, invalid or unenforceable, the remainder of the terms shall not be affected. In such an event, I shall agree as quickly as possible with LPE a new term or provision that comes as close as possible to our intention with regard to these Terms and Conditions.

24. Any breach by me of any of the terms contained in this document could result in disciplinary action up to and including suspension or termination of my relationship with LPE, at the sole discretion of LPE. Upon suspension or termination of the relationship, I will immediately cease representing myself as an LPE Partner, and will discontinue use of all LPE names and trademarks.

25. All LPE information that is not publically accessible online is confidential. Confidential information is extremely sensitive and valuable, and remains the property of LPE at all times. I shall always handle confidential information as a business secret and shall not allow third parties to use such information or pass such information on to third parties.

APPENDIX

All Partners undertake to comply with the advertising guidelines that LPE will occasionally provide, and in particular the following provisions:

a) General: Partners are not permitted to make unlawful statements about products or other matters, or statements that may be considered unlawful, in countries or regions where LPE is active or would like to develop its activities. All statements that Partners make about a product must be legal, honest, true and correct, and acceptable for the local and national supervisory bodies in the country in which they carry out their business.

b) Statements about income: No false or misleading income forecasts may be provided to potential Partners, including but not limited to forecasts that are based purely on mathematical calculations without taking into account potential sales success. Statements about potential income must not give the impression that someone else will directly or indirectly perform all the work that is necessary to receive the compensation. The Partner undertakes to comply at all times with all procedural guidelines provided by LPE with regard to advertising and claims.

(c) Official company documentation: Partners may use official company documentation to promote LPE products and the business opportunities made available by LPE through the Compensation Plan insofar as they are respected, active Partners. As soon as a Partner ceases activities or the relationship with a Partner is terminated, the Partner must immediately cease use of all company materials, including but not limited to the removal of all company information from personal web pages.

d) Advertising created by Partners: Regardless of the format (verbal, electronic or hardcopy), all advertising issued by a Partner relating to LPE products or business opportunities must meet the provisions of the Contract, all other agreements with LPE and any applicable laws and regulations, including but not limited to local codes of conduct. All advertising material must be honest and ethical. All advertising material, including those published on a website, must be updated on a regular basis and contain current information on the products, the Compensation Plan and LPE. Advertising material must meet the following requirements:

Statements about potential income. Partners are not permitted make false or misleading statements to anyone, including but not limited to potential Partners, about potential income, including but not limited to forecasts based purely on mathematical calculations without taking into account potential sales success.

Statements about employment. In particular, advertising materials that suggest, due to their wording or placement, that an employment relationship exists rather than self-employment are prohibited.

Independent representative. All advertising material, telephone numbers, publications, brochures and website pages must indicate the Partner's name and identification number, together with the statement that the Partner is an "independent partner."

Recruitment by telephone. Partners must not use automated calling systems, send unsolicited faxes or conduct large-scale marketing using a "boiler room" to contact new Partners or Customers.

Email. Bulk email, also referred to as "spam," is not permitted if it relates in any way to LPE products or business opportunities.

Prohibited expressions of support. Partners must not declare, explicitly or implicitly, directly or indirectly, that the LPE program or LPE products are specifically supported by a public authority or institution.

LPE reserves the right to instruct a Partner only to use advertising and recruitment material that is specifically approved by LPE.

e) Media: If Partners are contacted about LPE by the media, they must inform LPE immediately. Partners are not permitted to speak to the media about LPE management, products, business opportunities or other matters relating to LPE without the prior written consent of LPE.

f) Shared advertising materials: A partner may wish to connect with other Partners and/or LPE to organize and use shared advertising materials. The potential customers or names obtained as a result of these advertising materials may not be used for the promotion of products or business opportunities that are not related to the Lifeplus activities of a Partner.

g) Websites: The Partner undertakes to comply at all times with all procedural guidelines provided by LPE with regard to websites, advertising and claims made via the Internet. Partners must never use the name, products and/or other trade names of LPE in their domain name. Nothing that relates to LPE (logo, products, product information, Compensation Plan or any other information) may be included in a website on which other companies are mentioned by name. A Partner's website must never give visitors the impression that they are on the LPE homepage.