



LIFE Independent Member Application and Agreement

Applicant Information

| | | |
|----------------------|-----------------|-------------------------|
| First Name _____ | Last Name _____ | Social Security # _____ |
| Tel # _____ | E-mail _____ | |
| Spouse: | | |
| First Name _____ | Last Name _____ | Social Security # _____ |
| Tel # _____ | E-mail _____ | |
| Street Address _____ | City _____ | State _____ Zip _____ |

Enroller Information

| | | |
|------------------|-----------------|--------------|
| First Name _____ | Last Name _____ | LIFE # _____ |
| Tel # _____ | E-mail _____ | |

LIFE Registration

Applicants must purchase a LIFE Business Starter Kit (optional in ND. No mandatory fees/website in MA, WY and LA). It contains essential sales and marketing material and literature to help you build your business.

| | |
|------------------------------|----------|
| Business Registration | \$ 35.00 |
| Business Starter Kit | \$ 50.00 |
| Sales Tax (Starter Kit Only) | \$ |
| Shipping and Handling | \$ 6.75 |
| Team EBC (Optional) | \$ 45.00 |
| <hr/> | |
| Total | \$ |

Automatic Renewal (Optional)

You must renew your LIFE Member Agreement on each anniversary date of your agreement. If you do not renew on each anniversary date, your Member Agreement will be cancelled and you will lose all rights as a LIFE Member, including rights to future compensation. So that you do not inadvertently forget to renew and lose these benefits, LIFE offers an optional automatic renewal program at a rate of \$15 per year. Standard renewal pricing is \$19.

YES, please automatically renew my Member Agreement on each anniversary date of my enrollment, and charge my renewal fee to my credit card.

NO, I do not want to participate in the automatic renewal program. I understand that it is my responsibility to renew my Agreement on or before each anniversary date.

Team also offers a convenient automatic renewal program at a rate of \$60 every four months.

YES, please register me for Team's automatic renewal program and charge my renewal fee to my credit card.

NO, please do not register me for Team's automatic renewal program. I understand it will be my responsibility to renew my subscription.

Payment Information *(The Automatic Renewal Program requires Payment via credit card)*

MasterCard Visa Discover American Express

Name as it appears on card _____

Card No. _____ Exp. Date _____ Security Code _____

Billing Address (Check if same as above)

Street Address _____ City _____ State _____ Zip _____

I understand that I am agreeing to become a LIFE Member and I am not required to join Team in order to do so. I have carefully read the Terms and Conditions on the back of this Independent Member Application and Agreement, the LIFE Policies and Procedures, and the LIFE Compensation Plan, and agree to abide by all terms set forth in these documents or will do so as provided in Paragraph 4 of the Terms and Conditions. I understand that I have the right to terminate my LIFE independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.

Applicant's Signature _____ Date _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (5 days for Alaska residents). See the Terms and Conditions of this form for an explanation of this right.

Two Copies to be Retained by Applicant

| | |
|----------------------|----------------|
| LIFE User Name _____ | Password _____ |
| Team User Name _____ | Password _____ |

Terms and Conditions

1. I understand that as a Living Intentionally for Excellence, LLLP (“LIFE”) Member:

- I have the right to offer for sale LIFE products and services in accordance with this Independent Member Application and Agreement including these Terms and Conditions, the LIFE Policy and Procedures, and the LIFE Compensation Plan.
- I have the right to enroll persons in LIFE.
- If qualified, I have the right to earn commissions pursuant to the LIFE Compensation Plan.

2. I agree to present the LIFE Compensation Plan and LIFE products and services as set forth in official LIFE literature.

3. I agree that as a LIFE Member I am an independent contractor, and not an employee, partner, legal representative, or franchisee of LIFE. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF LIFE FOR FEDERAL OR STATE TAX PURPOSES. LIFE is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers compensation or unemployment security benefits of any kind from LIFE.

4. I have carefully read and agree to comply with the LIFE Policies and Procedures and the LIFE Compensation Plan, both of which are incorporated into and made a part of this Independent Member Application and Agreement, including these Terms and Conditions (these three documents shall be collectively referred to as the “Agreement”). If I have not yet reviewed the Policies and Procedures and LIFE Compensation Plan at the time I sign this Agreement, I understand that both are posted at www.the-life-business.com, and in my LIFE Back-Office. I will review the Policies and Procedures along with the LIFE Compensation Plan within three days from the date on which I sign this Agreement. If I do not agree to these documents, my sole recourse is to notify the company and cancel my LIFE Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures and the LIFE Compensation Plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from LIFE. LIFE reserves the right to make additions to and amend the Agreement and to change its prices in its sole and absolute discretion. By executing the Agreement, a Member agrees to abide by all amendments or modifications that LIFE elects to make. Amendments and modifications shall be effective thirty (30) days after publication of notice that the Agreement has been amended or modified. Amendments and modifications shall not apply retroactively to conduct that occurred prior to the effective date of the amendment or modification. Notification of amendments and modifications shall be published by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) posting in Members’ Back-Offices; (4) inclusion in Company periodicals; (5) inclusion in product orders or bonus checks; or (6) special mailings. The continuation of a Member’s LIFE business or a Member’s acceptance of bonuses or commissions constitutes acceptance of all amendments or modifications.

5. The term of this agreement is one year from date of its acceptance by LIFE. If I fail to annually renew my LIFE business, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a Member. I shall not be eligible to sell LIFE products and services, enroll new Members or Customers nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** LIFE reserves the right to terminate all Member Agreements upon 30 days notice if the Company elects to: (1) cease business operations; or (2) terminate distribution of its products and/or services via direct selling channels. Member may cancel this Agreement at any time, and for any reason, upon written notice to LIFE at its principal business address.

6. The sale, transfer or assignment of a LIFE business is subject to certain limitations. Any attempt to transfer or assign the Agreement without the express written consent of LIFE renders the Agreement voidable at the option of LIFE and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, LIFE may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

8. LIFE, its parent and/or affiliated companies, owners, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “Affiliates”) shall not be liable for, and I release LIFE and its Affiliates from, acts of ordinary negligence arising out of or relating to the Agreement and/or the LIFE business. Further, notwithstanding anything in this Agreement to the contrary, LIFE and its Affiliates shall not be liable for, and I release LIFE and its Affiliates from, any and all claims for lost profits, loss of business, loss of bonuses or commissions, loss of opportunity, incidental, consequential, indirect, special, exemplary, and/or punitive damages of any kind or nature, whether such liability is asserted on the basis of contract, tort or otherwise, and even if LIFE has been warned or advised of the possibility of any such loss or damage. This provision is in addition to any release of liability or limitation of remedies provisions contained in the LIFE Policies and Procedures, including but not limited to Section 6.3. I further agree to hold harmless and indemnify LIFE and its Affiliates from any liability, damages, fines, penalties, fees, costs, expenses, judgments or awards of any kind arising out of or relating to any unauthorized conduct that I undertake in operating and promoting my LIFE business and any activities related to it (including but not limited to the presentation of LIFE products or the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

9. The Agreement, in its current form and as amended by LIFE at its discretion, constitutes the entire contract between LIFE and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. The Company never waives the right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of LIFE to exercise any right or power under the Agreement or to insist upon strict compliance by a Member 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 LIFE’s right to demand exact compliance with the Agreement.

11. If any provision of the Agreement, in its current form or as may be amended or modified, 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. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan without regard to principles of conflicts of laws. All matters relating to arbitration shall be governed by the United States Arbitration Act (also known as the Federal Arbitration Act). The dispute resolution process applicable to claims between Members arising out of or relating to the Agreement and/ or the LIFE business requires participation in informal resolution, and if that is not successful, nonbinding mediation (absent requests for injunctive or equitable relief), and if mediation is unsuccessful, binding arbitration, as is more fully described in Section 8 of the LIFE Policies and Procedures. In the event of a dispute between a Member and LIFE arising out of or relating to the Agreement and/ or the LIFE business, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation (absent requests for injunctive or equitable relief), as more fully described in Section 9 of the LIFE Policies and Procedures, but LIFE shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Member. If mediation does not resolve the issue, and if the Member or the Company initiates an action against the other in a court of law having jurisdiction under Section 9.7 of the LIFE Policies and Procedures or in arbitration through the American Arbitration Association pursuant to Section 9.6 of the LIFE Policies and Procedures, the party against whom the action is commenced (whether the Member or the Company) may decide whether the claim is to be resolved in court or arbitration. If the electing party chooses arbitration, the Member and the Company agree to resolve and settle the dispute by binding arbitration pursuant to Section 9.6 of the LIFE Policies and Procedures. Please refer to Sections 8 and 9 of the LIFE Policies and Procedures for a more detailed explanation of these procedures and requirements.

13. Any court proceeding permitted by this Agreement, and any action to enter judgment on an arbitration award and / or to enforce an arbitration award (or any interlocutory order entered by the Arbitrator), shall be brought exclusively in the United States District Court for the Eastern District of Michigan or in the Michigan state court in Genesee County, Michigan. Member expressly consents to submit to the personal jurisdiction of the United States District Court for the Eastern District of Michigan and to the Michigan state court in Genesee County, Michigan, and expressly waives any right to contest the assertion of personal jurisdiction over the Member in these courts. Member also waives any objection that such courts do not provide a convenient forum.

14. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law. Should you cancel your Member Agreement, LIFE will refund 90% of your purchase price for the business starter kit.

15. Montana Residents: A Montana resident may cancel his or her Member Agreement within 15 days from the date of enrollment, and may return his or her business starter kit for a full refund within such time period.

16. Massachusetts and Wyoming Residents: Should you cancel your Member Agreement, LIFE will refund 90% of your purchase price for the business starter kit.

17. Any cause of action (whether in court or arbitration) arising out of or relating to the Agreement and/ or the LIFE Business must be commenced within one year from the date of the alleged conduct giving rise to the cause of action, as more fully explained in Sections 8 and 9 of the LIFE Policies and Procedures.

18. I authorize LIFE to reproduce and use my name, photograph, video, personal story, testimonial, and/or likeness in advertising or promotional materials, including but not limited to use on online forums, and waive all claims for remuneration for such use.

19. A faxed copy of the Agreement shall be treated as an original in all respects.

20. If there are any inconsistencies between these Terms and Conditions and the LIFE Policies and Procedures, the LIFE Policies and Procedures shall control.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instruction of the seller regarding the return shipment of the goods at the seller’s expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, to LIFE Attn: CS-Cancellations, 4072 Market Place, Flint, Michigan 48507, NOT LATER THAN MIDNIGHT of the third business day following the date of this Agreement (the fifth business day for Alaska residents).

I HEREBY CANCEL THIS TRANSACTION.

Buyer’s Signature _____ Date _____