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# AFFILIATE APPLICATION AND AGREEMENT

Distributor ID# \_\_\_\_\_

## APPLICATION INFORMATION Please use a pen and press hard so all copies are clear.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Date

Applicant or Company Name (Last/First/MI) \_\_\_\_\_ ABN Number (if any – Australia only) \_\_\_\_\_

Co-Applicant (Last/First/MI) \_\_\_\_\_ Registered for GST?  GST No. \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ Postal Code \_\_\_\_\_

( ) ( ) ( ) ( )  
 Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Mobile Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ E-mail Address \_\_\_\_\_

## GST REGISTERED APPLICANTS

NEW ZEALAND. I authorise 4Life Research New Zealand to prepare and issue a Buyer Created Tax Invoice (BCTI) on my behalf. I will not issue a tax invoice for any payment for which 4Life Research New Zealand has issued an BCTI.

## AFFILIATE SHIPPING ADDRESS (Please complete if shipping address is different than mailing address.)

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_

( )  
 Phone Number at shipping address \_\_\_\_\_

## ENROLLER INFORMATION\* (Person who enrolled you in 4Life®)

Enroller's Name (Last/First/MI) \_\_\_\_\_ Enroller's ID No. \_\_\_\_\_ Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

## SPONSOR INFORMATION\* (APPLICANT: Your direct upline link) (ENROLLER: You have the option of placing this applicant on a level other than your first level)

Sponsor's Name (Last/First/MI) \_\_\_\_\_ Sponsor's ID No. \_\_\_\_\_ Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

## BANK ACCOUNT INFORMATION

Bank Name: \_\_\_\_\_ Account Name: \_\_\_\_\_

Branch Location: \_\_\_\_\_ BSB Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Subject to clause 14 of the Agreement, deduct my annual renewal fee on each anniversary date of this Application from my bonus cheque or commissions (less than \$16.50 in Australia; and New Zealand). This will ensure that I do not inadvertently forget to renew and lose my rights as a 4Life Independent Affiliate.

I certify that I am old enough to enter into an enforceable contract in my state and/or country of operation. I have carefully read the terms and conditions on the back of this Application and Agreement, the 4Life Policies and Procedures and the 4Life Compensation Plan and agree to abide by all terms set forth in these documents.

I hereby confirm that my signing of this application does not violate any other agreements or contracts to which I am a party. A PARTICIPANT IN THIS MULTILEVEL MARKETING PLAN HAS A RIGHT TO CANCEL AT ANY TIME, REGARDLESS OF REASON. CANCELLATION OF THIS DISTRIBUTORSHIP MUST BE SUBMITTED IN WRITING TO THE COMPANY AT ITS PRINCIPAL PLACE.

Signature. Where applicants are individuals or partners, all must sign.

Signature. Where applicant is a company, a director must sign.

Please mail or fax your completed Application and Agreement to 4Life to finalize the affiliate enrollment process. If your Application and Agreement is not received within 30 days from the date above, your Distributorship shall be revoked and you will no longer be eligible for bonuses or commissions.

\*This information can only be changed within 10 days of enrollment with the signature of the applicant, original sponsor, and original enroller.

### important Notice To The consumer.

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information on the back of this page.

## INDEPENDENT AFFILIATE TERMS AND CONDITIONS

1. In accordance with the terms and conditions herein, I hereby submit my Affiliate Application and Agreement to become an Independent Affiliate, (hereinafter referred to as "Affiliate") with the 4Life company whose name is ticked on the front page (hereinafter referred to as "Company"):
2. The 4Life Policies and Procedures and the 4Life Marketing and Compensation Plan are incorporated by reference into the terms and conditions of this Agreement, in their current form and as amended by 4Life at its sole discretion. As used throughout this document, the term "Agreement" refers to this Affiliate Application and Agreement, the 4Life Policies and Procedures, and the 4Life Marketing and Compensation Plan.
3. This Agreement (and my enrollment) becomes effective on the date accepted by the Company, either by mail or facsimile within 30 days of Application. The Company may accept or refuse an Application at its own discretion.
4. Upon acceptance of this Application I understand I will become a Affiliate of the Company and will be eligible to participate in the sales and distribution of the Company's goods and services and receive commissions in connection with such sales in accordance with the Company's Policies and Procedures and Compensation Plan.
5. Associates are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between 4Life and its Associates 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 Associates are responsible for paying local, state, and federal taxes due from all compensation earned as a Affiliate of the Company. All Affiliates are also responsible for maintaining any policies of insurance (such as accident insurance or workers compensation cover) that they are required by law to obtain. 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 this Agreement, the 4Life Policies and Procedures, and applicable laws.
6. I understand and agree that my remuneration will consist solely of commissions, overrides and/or bonuses from the sale of the Company's products. I shall receive no commission from the mere act of enrolling others into the program, and I shall not represent to others that it is possible to receive any income simply from enrolling others in the program.
7. I agree that as an Affiliate I will operate in a lawful, ethical and moral manner, and will comply with the terms of the Code of Practice of the Direct Selling Association of Australia/ New Zealand (as applicable to my country of residence). I understand that as a Affiliate my conduct must be consistent with public interest and I will avoid all discourteous, deceptive, misleading or unethical practices. In addition, I agree to abide by all laws governing the operation of my 4Life Business and in particular all national, state and local laws, industry codes and standards or other regulations governing the marketing to, or solicitation of customers for the products and services sold by the Company, including but not limited to, in Australia, the Competition and Consumer Act 2010 and in New Zealand, the Fair Trading Act 1986 and the Consumer Guarantees Act 1993.
8. I understand that I am not under any obligation to solicit orders for the Company's goods and services nor to sponsor prospective Affiliates. I also understand that I am not guaranteed any income, nor am I assured any profit or success. I am free to set my own hours and determine my own location and methods of selling, within the guidelines and requirements of this Agreement. I agree that I am responsible for my own business expenses in connection with my activities as a Affiliate.
9. I certify that neither the Company nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as a Affiliate. I understand that my success as an Affiliate comes from retail sales, service and the development of a marketing network. Accordingly, I shall not represent directly or indirectly that any person may, can or will earn any stated gross or net amount nor that sponsorship of other Affiliates is easy to secure or retain, or that substantially all Associates will succeed. I understand and agree that I will make no statements, disclosures or representations in selling the Company's goods and services or in the sponsoring of other prospective Affiliates, other than those contained in approved Company literature.
10. If I sponsor other Associates, I agree to perform a bona-fide supervisory, distributive, selling and training function in connection with the sale of the Company's goods and services to the end user.
11. I understand and agree that the Company may make modifications to the Agreement at its sole discretion, and that all such changes shall be binding upon me. All changes to the Agreement shall become effective upon publication in official Company literature. The continuation of my 4Life Business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
12. I understand that the acceptance of this Agreement does not constitute the sale of a franchise, that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.
13. Associates may not assign any right nor delegate any duty arising under this agreement without the prior written consent of the Company. Any unauthorized assignment or delegation shall be voidable at the option of the Company.
14. The term of this Agreement is one year from the date on which it becomes effective. There is an annual renewal fee which is due on each anniversary date of this Agreement. In order to ensure that a Affiliate is following the "spirit" as well as the "letter" of company policies and that the Affiliate is operating his/her affiliation in an ethical manner consistent with the image and character of 4Life, all renewals are subject to the acceptance by the Company in its absolute and unfettered discretion. Failure to renew shall result in the cancellation of my Affiliate Agreement.
15. I agree to indemnify and hold the Company harmless from any and all claims, damages and expenses, including attorney's fees, arising out of my actions or conduct, and that of my employees and agents, in violation of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia (when the Affiliate's nominated address is in Australia) or New Zealand (when the Affiliate's nominated address is in New Zealand). To the extent permitted by the applicable law and except as set forth in the 4Life Policies and Procedures, all disputes and claims relating to the Company, the Affiliate Agreement, the 4Life Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Affiliate and the Company or any other claims or causes of action relating to the performance of an independent Affiliate or the Company under the Agreement or the 4Life Policies and Procedures (the "Dispute") shall be settled totally and finally by arbitration before a single arbitrator in Sydney, Australia or Auckland, New Zealand (as appropriate) using an arbitrator mutually agreeable to the parties. The arbitration shall be conducted in accordance with the current Arbitration Rules of the Institute of Arbitrators and Mediators Australia ("IAMA") (or its successor) or the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc ("AMINZ") (or its successor) (as appropriate). If the parties are unable to appoint an arbitrator within seven (7) days of one party giving written notice to the other party of the referral of the Dispute to arbitration, the parties agree that the President of the IAMA or the AMINZ (as appropriate) may appoint an arbitrator. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgement in any court of competent jurisdiction in Australia or New Zealand (as appropriate). Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Despite anything in this clause, either party shall be entitled to seek urgent interlocutory relief from a court having jurisdiction in Australia or New Zealand (as appropriate) if not expressly prevented under any other clause of this Agreement and/or the 4Life Policies and Procedures.
16. The parties waive all rights to incidental, consequential, exemplary and punitive damages arising from any violation of the Agreement, to the extent applicable by local law.
17. The parties consent to jurisdiction and venue before any federal or state court in New South Wales, Australia or New Zealand (as appropriate) for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
18. I shall be subject to disciplinary sanctions as specified in the Policies and Procedures at the Company's discretion for my violation or breach of any term or provision of the Agreement. Upon the voluntary or involuntary cancellation of this Agreement, I shall lose and expressly waive, any and all rights, including property rights, to my previous downline organization and to any bonus, commission or other compensation arising from the sales generated by myself or my prior downline organization.
19. The Company shall be entitled to deduct and offset from any commissions, bonuses or any other money payable to me, any amounts past due and unpaid for purchases of Company products and services, or any other money owed to Company by me.
20. Any waiver by the Company of any breach of this Agreement must be in writing and signed by an authorized officer of the Company. Waiver by the Company of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
21. The Company is committed to collecting and using personal information in a fair and lawful manner, ensuring its accuracy, keeping personal information only for lawful purposes, not using or disclosing such information in a manner incompatible with such purposes, and taking appropriate security measures against unauthorised access, disclosure or destruction. I acknowledge that the information I give to the Company will be retained by the Company and will be used by the Company for marketing and other administration purposes. I acknowledge that the Company may disclose this information in connection with such purposes to other members of the Company's group, which may be situated outside Australia or New Zealand. I consent to the Company collecting, retaining, processing and disclosing the information referred to above. Such information will be held by the Company. I understand I have rights of access to, and correction of, this information.
22. I have read this Agreement, and acknowledge receiving and reading all documents incorporated by reference, and agree to abide by and be bound by the terms contained therein.