

Terms of Agreement

I hereby apply to become an Independent Advocate of the Lifebrook™ (*hereinafter "Company"*) marketing program. As an Independent Advocate, I understand and agree that:

1. I am of legal age in the state in which I enter this Agreement.
2. I shall become a Company Advocate upon acceptance of this application by the Company. As an Advocate, I shall have the right to sell the products and services offered by the Company in accordance with the Company's marketing program and statement of policy, which may be amended and changed from time to time.
3. Upon notification to Advocates, the Company, at its discretion, may amend the marketing plan, product pricing, statement of policy, etc.
4. I have carefully reviewed the Company's marketing plan, rules and regulations, and policies and procedures, and acknowledge that they are incorporated as part of this Agreement in their present form and as modified from time to time by the Company.
5. The term of the Company Advocate Agreement is one year. Company Advocates, who wish to continue their Advocate positions, must apply to renew their Advocate Agreement annually. The Company reserves the right to accept or reject your application for renewal and the renewal shall be deemed accepted if it has not been rejected in writing by the Company within 30 days of receipt of the renewal fee and application. The renewal fee is for ongoing sales and marketing materials support in both written and electronic and online media formats, including product and service and training updates, website development, and maintenance and hosting, and accounting and technical support of management of your marketing sales activity, and management of both your business and sales force management.
6. An Advocate shall be entitled to cancel participation in the marketing program at any time and for any reason upon notice to the Company. Upon notification of cancellation or termination, the Company will repurchase Advocate purchased inventory and mandatory sales kit materials, if any, in accordance with its policies as stated in the Company's marketing program and statement of policy.
7. Upon acceptance of this application by the Company, I will be an independent contractor responsible for my own business and not an employee of the Company. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source or for any federal or state tax laws. It is my responsibility to pay self employment, state and federal income taxes as required by law.
8. I will not use the Company's trade name and/or trademark except in the advertising provided to me by the Company or in other advertising without prior written approval by the Company.
9. Any Advocate, who sponsors other Advocates, must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. The Advocate must have ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to Company training and sharing genealogy information with those sponsored. Advocates should be able to provide evidence to the Company semiannually of ongoing fulfillment of sponsor responsibilities. If an Advocate is an Enroller in the marketing program entitled to Enroller bonuses, then the Enroller is obligated to the same responsibilities of supervisory, communication and training activities with respect to Advocates he or she has enrolled, irrespective of whether the Enroller is also the Sponsor of those Advocates.
10. The company's program is built upon retail sales to the ultimate consumer. The company also recognizes that Advocates may wish to purchase product or service in reasonable amounts for their own personal or family use. For this reason, a retail sale for bonus purposes shall include sales to non-participants, as well as sales to Advocates for personal or family use which are not made for purposes of qualification or advancement. It is company policy, however, to strictly prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing program. Advocates may not inventory load nor encourage others in the program to load up on inventory. Advocates must fulfill published personal and downline retail sales requirements, including requisite retail sales to non-participants, as well as supervisory responsibilities, to qualify for bonuses, overrides or advancements.
11. The Advocate acknowledges that Advocate is a wholly independent marketing representative who establishes and services retail customers for Company products as an independent contractor. The position of Advocate does not constitute either a sale of a franchise or a distributorship, and absolutely no fees have been or will be required from the Advocate for the right to distribute the Company's products pursuant to this Agreement. This Agreement is not intended and shall not be construed to create a relationship of employer employee, agency, partnership, or joint venture between any Advocate, sponsor and/or the Company.

As an independent contractor, the Advocate shall:

 - a. Abide by any and all federal, state, county and local laws, rules and regulations pertaining to this Agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of Company products.
 - b. At the Advocate's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this Agreement and/or the receipt, holding, selling, distributing or advertising of Company products.
 - c. Be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of the Advocate's activities in connection with this Agreement.
12. No purchase or investment is necessary to become a Company associate other than the purchase of, or payment fee for, a sales kit which is sold "at Company cost." (Purchase is optional in North Dakota). This "at cost" sales kit fee covers basic and ongoing sales and marketing materials and support in both written and electronic and online media formats, including product and service updates. As an extension to the initial "at cost" sales kit, a \$12.95 monthly fee will be charged for expanded "at cost" ongoing sales and marketing materials support, including back office accounting review, training updates, replicated website and communication tools to support the sales and marketing process. By submitting this Application and Agreement, Advocates specifically authorize this monthly fee to be charged to the Advocate's on-file debit or credit card (or other form of payment acceptable to the Company) each month for as long as he or she remains an Advocate.
13. Prior written approval from the Company is required for the following:
 - a. To advertise Company products;
 - b. For there to be more than one Advocate in an immediate family in one household;
 - c. Issuance of an Advocate position in a corporate name.
14. The Company may immediately terminate an Advocate who discredits the Company's name, violates any requirement contained in this Agreement, Company Policies and Procedures, or training manuals or misrepresents the Company's products or business opportunity by making claims contrary to the Company's product literature and labels.
15. This Agreement constitutes the entire agreement between the Advocate and Company and no other additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing.
16. This Agreement shall be governed by the laws of the state of South Dakota, and all claims, disputes and other matters between the parties of this Agreement shall be brought in the First Judicial Circuit Court, in Union County, in Elk Point, South Dakota, or in the U.S. District Court, in Sioux Falls, South Dakota.
17. I acknowledge that I have read and understand and agree to the terms set forth in this Agreement.
18. This Agreement is not in force until accepted by the Company.
19. The Company's direct selling opportunity is available in Montana only after a formal registration is filed in Montana.