



## LPGN INDEPENDENT BUSINESS OWNER APPLICATION & AGREEMENT

PLEASE CHECK ONE (1) OF THE WHITE BOXES NEXT TO THE PACKAGE NAME:

### ☐ ACTIVATION PACKAGE

 **\$99**  
78 CV

+ SHIPPING & HANDLING

- 3 boxes of Laminine
- Position in the Company
- Personalized Website & Back Office

### ☐ FAMILY PACKAGE

 **\$299**  
234 CV

+ SHIPPING & HANDLING

- 9 (+1 Free) boxes of Laminine
- 29 Laminine Brochures
- 9 Application Forms
- Position in the Company
- Personalized Website & Back Office

### ☐ THE EDGE

 **\$599**  
200 CV

+ SHIPPING & HANDLING

- 18 (+2 Free) boxes of Laminine
- 40 Laminine Brochures
- Personalized Website & Back Office

### ☐ THE EDGE PLUS

 **\$1199**  
200 CV

+ SHIPPING & HANDLING

- 36 (+4 Free) boxes of Laminine
- 40 Laminine Brochures
- Choice of 1 Marketing Set
- Personalized Website & Back Office

Information with an Asterisk (\*) is Required. IF any information is not shown under required areas, Member Enrollment and Shipping of Product will be placed on HOLD until further notice.

### SPONSOR INFORMATION

\*Full Name/  
Company Name:

\*Sponsor ID:

Phone:

### PLACEMENT INFORMATION

Placement Name:

Placement ID #:

Choose: ☐ Left ☐ Right

### APPLICANT INFORMATION

\*Full Name/  
Company Name:

\*SSN: \*DOB: MM/DD/YYYY

\*Phone: Fax:

\*E-mail:

### CO-APPLICANT INFORMATION

Full Name/  
Company Name:

SSN: DOB: MM/DD/YYYY

Phone: Fax:

E-mail:

### ACTIVATION ORDER PAYMENT INFORMATION

\*PAYMENT TYPE: ☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMEX

\*Name on Card:

\*Credit Card #:

\*Exp Date: MM/YYYY \*Security Code:

\*Authorized Signature:

I certify this signature is of the cardholder named herein. Cardholder authorizes LPGN to charge the card for the initial card.

\*Billing Address:

\*City:

\*State/  
Province: \*Zip/  
Postal Code:

\*Country:

☐ SHIPPING ADDRESS SAME AS BILLING ADDRESS

Shipping Address:

City: State/  
Province:

Zip/Postal  
Code:

Country:

### BACK OFFICE

Username<sup>+</sup> (PLEASE NOTE - If neither Username choice is available, username will default to your First and Last name)

\*1<sup>ST</sup> Choice: 2<sup>ND</sup> Choice:

\*Password (Temporary):

\*Security Question:

\*Security Answer:

+Must be Min. Six (6) characters, Letters AND Numbers ONLY. This allows access to the back office, and can be changed after log in. Your website URL will be <http://mylifepharm.com/username>.

Please check the box and fill in the information when you make changes to this form.



Amended

Initial:

Date: MM/DD/YYYY

## OPTIONAL AUTO-DELIVERY SETUP

You may elect at this time to enroll in LP Global Network (LPGN)'s optional Auto-Delivery Program. If you would like to register to participate in this program, you may do so at this time by indicating the product selection that you would like to automatically receive on a monthly basis and providing us with your credit card information for payment of your Auto-Delivery orders. Participation in the Auto-Delivery Program is completely optional and is not required to become an Independent Business Owner (IBO) or to remain as an IBO.

If you elect to participate in the Auto-Delivery Program, your credit card will not be charged until your Auto-Delivery order processes on the day specified for each month. Thereafter, your credit card will be charged on or about the same day each month for your monthly Auto-Delivery order. Sales tax and shipping and handling will be added based upon the address that you provided below.

PRODUCT NAME	*STARTING DATE (Earliest to set is one [1] week from the initial sign-up day)	*QUANTITY	*PRICE (\$33 Per Box [Not Including, CA Tax, Shipping & Handling])
LAMININE (Minimum Requirement is 1 Box - 26 CV/Box)	MM/DD/YYYY		

## AUTO-DELIVERY PROGRAM PAYMENT INFORMATION

\*PAYMENT TYPE: ☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMEX ☐ SAME INFORMATION AS ACTIVATION ORDER

\*Name on Card:

\*Billing Address:

\*Credit Card #:

\*City:

\*Exp Date: MM/YYYY

\*Security Code:

\*State/  
Province:

\*Zip/  
Postal Code:

\*Authorized Signature:

\*Country:

I certify this signature is of the cardholder named herein. Cardholder authorizes LPGN to charge the card for the initial card.

## AUTO-DELIVERY SHIPPING INFORMATION ☐ SAME INFORMATION AS ACTIVATION ADDRESS OR FILL IN BELOW

Shipping Address:

City:

State/  
Province:

Zip/Postal  
Code:

Country:

## TERMS AND CONDITIONS

☐ By checking this box, I agree that I have read LPGN's online sales policy as described, and will comply with the same. I understand that failure to abide by this policy may result in penalties without further notice, up to and including termination of my LPGN IBO account.

I have carefully read the terms and conditions on this Application and Agreement, the LPGN Policies and Procedures, and the LPGN Marketing and Compensation Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my LPGN independent business at any time, with or without reason, by sending written notice to the Company.

\*Applicant's Signature

MM/DD/YYYY

\*Date

Co-Applicant's Signature

MM/DD/YYYY

Date

By signing above, I certify that the Social Security Number or Federal Tax ID Number entered above is my correct taxpayer identification number. I further certify that I have not been a LPGN IBO, or a partner, shareholder, or principal of any entity having a LPGN business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Associate Application and provide provide on this Associate Application and Agreement may result in action by LPGN, up to and including termination of this Agreement.

**Assumed Names, Corporations, LLCs, Partnerships, or Trusts --** If your business will be owned by a corporation, limited liability company, partnership or trust, or will be operated under an assumed name. (e.g., XYZ Enterprises or John Doe and Associates).

**Information with an Asterisk (\*) is Required. IF any information is not shown under required areas, Member Enrollment and Shipping of Product will be placed on HOLD until further notice.**

## TERMS AND CONDITIONS

1. I am of legal age in my state of residency. I understand that as a LIFEPHARM GLOBAL NETWORK (LPGN) Independent Business Owner (IBO) that I may cancel this agreement at any time regardless of reason by written or electronic notice to LPGN. I also understand that my acceptance as a LPGN IBO is not automatic, but is subject to the receipt and acceptance of my Associate application by LPGN at its Home Office in Rancho Santa Margarita California.

2. I agree that I am an IBO, responsible for determining my own time expended business activities as an IBO without control or direction from LPGN. I am not an agent, employee or legal representative of the Company, and I am responsible for the payment of all federal and state self-employment taxes, and other taxes required by any federal, state, or taxing agency.

3. I agree that as an IBO I shall place primary emphasis upon selling and distributing LPGN products to non-IBO consumers and that I will sell or distribute over one half in dollar value of my wholesale product purchases from LPGN to non-IBO consumers as a condition of my right to receive commissions. I will retain records of my product sales and distributions. My ordering of additional wholesale products from LPGN constitutes my certification to LPGN that I have complied with the foregoing requirement by selling or distributing over one half in dollar volume of my prior wholesale product orders to non-Associates prior to making each of my subsequent wholesale purchases from LPGN. Each product re-order certifies to LPGN that the required product sale to non-IBOs has occurred. IBO shall maintain records of their retail sales to non-IBO consumers and provide these records to LPGN on request.

4. I will not make any false or misleading or disparaging statements about LPGN, the LPGN IBO position, LPGN products, LPGN Earning Opportunities, LPGN personnel, customers or other IBOs.

5. I will not use the Company name, or the Company trade names, logos, sales materials, company literature, trademarks, any web-sites or service marks of LPGN except in materials provided by the Company or approved in writing by LPGN prior to their use by me. I understand that unauthorized use or duplication of trade names, trademarks and copyrighted materials is a violation of federal law.

6. LPGN is the owner of numerous names, marks and trademarks, including but not limited to "LifePharm", "Laminine", "LifePharm Global Network" and other names and marks of LPGN which are exclusively owned by LPGN and that IBOs have no ownership or use or interest therein by virtue of this agreement or otherwise. LPGN hereby grants a limited license to IBO to use the names, marks and trademarks of LPGN, subject to the terms and conditions of this agreement. IBO recognizes the value of the goodwill LPGN has created with its names, marks and trademarks and acknowledges that the names, marks and trademarks of LPGN and all rights therein and goodwill pertaining thereto belong exclusively to LPGN.

7. If I am found to be spamming in connection with my activities as an IBO my business relationship with LPGN will be terminated immediately and no future commissions will be paid to me. LPGN reserves the right to impose disciplinary action, including termination of IBO status in appropriate situations in LPGN's sole discretion based upon violation of these Terms and Conditions by any one or more person within the household of IBO.

8. In order to maintain a viable marketing program and to comply with federal, state, and local laws and economic conditions, LPGN may provide additional Terms and Conditions to this Agreement from time to time, as well as to modify the IBO Commission Plan and the Policies and Procedures. Such additions and modifications shall become a binding part of this agreement upon publication on the official LPGN website. I understand that no attorney general or other regulatory authority ever reviews, endorses or approves any product, commission program or company, and I will make no such claims regarding LPGN.

IBO shall not create, sell or utilize any promotional materials or website referring to LPGN, its IBO Commission Plan or Products except those provided by the Company.

9. I have carefully read and agree to comply with these LPGN IBO Terms and Conditions, the IBO Commission Plan and the LPGN Policies and Procedures which are, together with all future modifications thereto, incorporated herein by reference as if fully set forth herein. I understand that I must be in good standing, and not in violation of these Terms and Conditions, to be eligible for participation in the IBO Commission Plan. The continuation of my IBO business or my acceptance of commissions shall each constitute my acceptance of all amendments.

10. I acknowledge that no representations or guarantees have been made to me by LPGN, its officers, IBOs or any representative of the company concerning how much money I will earn as an IBO.

11. I understand that my IBO position may be inherited or bequeathed and may be transferred or assigned during my lifetime upon the prior written consent of LPGN and upon the terms and conditions set by LPGN, which consent shall not be unreasonably withheld. I agree to obtain all governmental licenses and permits applicable to my business activities as an IBO. I agree to abide by all local, state and federal laws that apply to my LPGN IBO business and my marketing of LPGN products.

12. LPGN is responsible for the following fulfillment to IBO: Fulfillment of IBO and customer product orders and the payment of IBO commissions, bonuses and overrides. No credit purchases or C.O.D.'s are available. IBO agrees to sponsor other IBOs and to sell LPGN products only in the United States, and elsewhere as LPGN may permit from time to time.

13. Change of original sponsor is not permitted. IBO and customer lists and all data and information concerning LPGN IBOs and customers are owned by Company and may never be used by IBO for any purpose whatsoever without the prior written consent of Company. During the term of this agreement and for ninety (90) days thereafter, IBO shall not, directly or indirectly, solicit LPGN IBOs or customers to other business opportunities and/or organizations, nor attempt to sell LPGN IBOs and customers any products whatsoever, competitive or otherwise, nor to provide any names or contacts for the same or similar reasons to a third party.

14. This agreement is governed under the laws of the State of California. The parties agree that all claims, disputes and differences arising between them under this agreement shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at Rancho Santa Margarita, California. The arbitrator may award, in addition to declaratory relief, contract damages and may also award consequential damages in the event of a breach of any provisions of sections 4, 5, 6, and 13 of this agreement and shall award reasonable costs and attorney fees to the prevailing party. An arbitration award may be enforced in any court of competent jurisdiction. This provision shall not preclude either LPGN or IBO from seeking temporary or permanent injunctive relief in any court of competent jurisdiction.

15. I understand that if I fail to comply with the terms of this Agreement, LPGN may impose upon me disciplinary action(s) as it determines in its sole discretion.

16. I agree to indemnify and hold LPGN harmless from my actions and omissions that fall outside of my relationship to LPGN, as well as those that are in violation of this Agreement, including LPGN's attorney fees and costs.

17. IBO may return literature and wholesale products purchased from LPGN within 30 (thirty) days of purchase if returned to LPGN in resalable condition, and may obtain a purchase price refund less shipping & handling. Shipping costs for returned items shall be borne by IBO. Payment of refunds will be made within thirty days of actual receipt of returned items. Sales materials and services delivered by Internet methods are not capable of being returned to LPGN and are not subject to refund. LPGN will honor refund requirements at variance with this paragraph as specified by state or federal law.

18. This Agreement in its current form and as amended by LPGN at its discretion constitutes the entire contract between LPGN and me. Any implied promises, representations, offers or other communications not expressly set forth or incorporated by reference to this Agreement are of no force or effect. If any provision of this Agreement shall be declared invalid by the adjudicator of the law, the remaining provisions shall remain in force and effect, and the language of the offending provision shall be reformed only to the extent necessary to ensure its enforceability.

19. If IBO wishes to bring an action against LPGN for any act or omission relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against LPGN for such act or omission. IBO waives all claims permissible by any other applicable statutes of limitation.

20. I authorize LPGN to use my name, photograph, personal story and/or likeness in advertising or for promotional materials and hereby waive all claims for remuneration for such use. An IBO may cancel this authorization at any time by contacting LPGN by written letter sent by way of US First Class mail.