

4LIFE® 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 ForLife Research Sdn Bhd (hereinafter referred to as "4Life" or "Company"):
2. The 4Life Policies and Procedures and the 4Life 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 Compensation Plan.
3. This Agreement becomes effective on the date accepted by the Company. Agreements submitted by facsimile will be temporarily accepted; however, the original must be received by the Company within thirty (30) days for me to be officially accepted as a 4Life Affiliate.
4. Upon acceptance of this Application I understand I will become an Affiliate of the Company and will be eligible to participate in the sales and distribution of the Company's goods and receive commissions in connection with such sales in accordance with the Company's Policies and Procedures and Compensation Plan.
5. I understand that as an Affiliate I am an independent contractor; not an agent, employee or franchisee of the Company. I UNDERSTAND AND AGREE THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF 4LIFE FOR TAX PURPOSES. I understand and agree that I will pay all applicable income taxes, self-employment taxes, sales taxes, local taxes and/or local license fees that may become due as a result of my activities under this Agreement.
6. I understand and agree that my remuneration will consist solely of commissions, overrides and/or bonuses from the sale of 4Life 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 use my best efforts to promote the sale and use of the products offered by the Company to the general public. 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 federal, and local laws governing the operation of my 4Life business.
8. I 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 and local laws. I agree that I am responsible for my own business expenses in connection with my activities as an 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 an Affiliate. I understand that my success as an Affiliate comes from retail sales and the development of a marketing network. I understand and agree that I will make no statements, disclosures or representations in selling the Company's goods or in the sponsoring of other prospective Affiliates, other than those contained in approved Company literature.
10. If I sponsor other Affiliates, I agree to perform a bona-fide supervisory, distributive, selling and training function in connection with the sale of the Company's goods 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. Affiliates 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. 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 will be governed by and construed in accordance with the laws of Malaysia. Except as set forth in the 4Life Policies and Procedures, all disputes and claims relating to 4Life, the Affiliate Agreement, the 4Life Marketing and Compensation Plan or its products, the rights and obligations of an independent Affiliate and 4Life or any other claims or causes of action relating to the performance of either an independent Affiliate or 4Life under the Agreement or the 4Life Policies and Procedures shall be settled totally and finally by arbitration in Kuala Lumpur, Malaysia, or such other location as 4Life prescribes, in accordance with the UNCITRAL Rules and the Rules of the Regional Centre for Arbitration in Kuala Lumpur. If an Affiliate files a claim or counterclaim against 4Life, an Affiliate shall do so on an individual basis and not with any other Affiliate or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may be enforced by any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The agreement to arbitrate shall survive any termination or expiration of the Agreement.
15. The parties waive all rights to incidental, consequential, exemplary and punitive damages arising from any violation of the Agreement.
16. The parties consent to jurisdiction and venue before any court in Malaysia for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
17. I shall be subject to disciplinary sanctions as specified in the Policies and Procedures at the Company's discretion for the 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.
18. I certify that the MyKad number shown on this form is my correct MyKad number.
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, or any other money owed to Company by me.
20. 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.
21. Any waiver by 4Life of any breach of this Agreement must be in writing and signed by an authorized officer of 4Life. Waiver by 4Life of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.