



INDEPENDENT DISTRIBUTOR AGREEMENT

IDENTIFICATION NUMBER from Personal Business Centre (PBC) or from Distributor Relations enrollment.

APPLICANT INFORMATION (Please use block capitals)

Mr. Ms. Mrs.

Surname _____ First Name and Initial _____

Name _____

Applicant's Date of Birth (M/D/Y) _____ Spouse's Distributor I.D. No. _____

Spouse's Name _____

Name of Business _____

Address _____

City _____

Province _____ Post Code _____

E-Mail _____

Home Tel. _____ Bus. Tel. _____

Mobile Tel. _____ Preferred Method of Communication Mobile Tel. Home Tel.

Fax _____ Fax E-mail SMS/Text Message

Preferred Language
 English Tagalog

Enrolling Distributor I.D. _____ Sponsor's Name _____

Sponsoring Distributor I.D. _____
(Please leave blank if number is the same as enroller)

Tel. _____ Country _____

E-Mail _____

INDEPENDENT DISTRIBUTOR AGREEMENT - TERMS AND CONDITIONS
As a new Independent Distributor of Lifestyles Asia Pacific Philippines Inc. ("the Company"), I/We understand and agree that:

- Only authorized Lifestyles Asia Pacific Philippines Inc. (hereafter referred to as Lifestyles) distributors may sell Lifestyles products or participate in the Lifestyles International Career and Compensation Plan. The only requirement to become a Lifestyles Distributor is the filing of an application together with payment of one thousand five hundred pesos (P1,500.00) which includes Distributor Application Fee and entitles each Distributor to receive Lifestyles' magazine and other corporate communications.
- This Independent Distributors Agreement shall expire 12 months and 1 day from the date of acceptance by Lifestyles. The agreement may be renewed on each anniversary date for an administration fee of 50% of the current Distributor Application Fee, plus any applicable taxes. Renewals must be received within 30 days of the expiration of the agreement.
- I/we am/are acting on my/our own behalf as an individual and that I/we am/are 18 years of age or older.
- This application shall constitute a binding agreement between myself/ourselves and Lifestyles Asia Pacific Philippines Inc. at such time as this application is received and approved by Lifestyles Asia Pacific Philippines Inc.
- I/we am/are an independent contractor in the business of selling consumer products. I/We am/are not an employee or legal representative of Lifestyles Asia Pacific Philippines Inc. for any purpose. I/we will be responsible for compliance with Republic of the Philippines local statutes and regulations, including, but not limited to, those relating to licensing and taxation. I/We recognize that my/our remuneration is based on my/our performance of a supervisory, distributive, selling or soliciting function in the sale or delivery of products and not on the number of hours worked or an element of chance. Lifestyles Asia Pacific Philippines may/shall be responsible for deducting taxes from organizational bonuses and royalties as provided for by law.
- There is no required minimum investment or minimum inventory requirement. Any purchases are voluntary and are intended for personal consumption or resale.
- I/we hereby acknowledge that I/we have read this agreement and Lifestyles Policies and Procedures and agree to operate my/our business in accordance with those policies and procedures and Lifestyles International Career and Compensation Plan. I/We understand that my/our acts, or lack of action, which may result in a misuse, misrepresentation or violation of such policies and procedures can result in the termination of my/our Distributorship by the Company.
- I/We acknowledge that Lifestyles Asia Pacific Philippines Inc. may, after reasonable notice, change, amend or modify this Agreement and its policies and procedures and International Career and Compensation Plan to maintain a viable marketing system, comply with legal requirement and changes in economic condition, and I/we shall operate my/our business in accordance with any such change, amendment or modification.
- I/We agree to properly represent the Company products and its International Career and Compensation Plan. All forms of advertising, including, but not limited to, audio and visual tapes, printed material and the Internet, must be submitted and approved in writing by an authorized company representative prior to use.
- I/We understand that all purchase orders must be accompanied by cash, a cashier's check, money order or credit card account information payable to Lifestyles Asia Pacific Philippines Inc. for the proper amount, including applicable taxes.
- I/We may cancel this Agreement at anytime effective upon mailing written notice to Lifestyles Asia Pacific Philippines Inc. If I/we should elect to cancel, all products which I/we purchased from Lifestyles Asia Pacific Philippines Inc. and which are in my/our possession in a resaleable condition, shall be repurchased in accordance with Lifestyles Asia Pacific Philippines Inc's company policies and procedures. For this purpose, all products purchased by me/us shall be considered not to be in a resaleable condition after 45 days from date of purchase.
- I/We understand that Lifestyles Asia Pacific Philippines Inc. will make its products available to me/us as a Distributor and credit my/our sales efforts as set forth in Lifestyles International Career and Compensation Plan.
- As long as I/we am/are a Distributor and not in violation of this Agreement, Lifestyles Asia Pacific Philippines Inc. shall pay me/us for my/our successful sales efforts in accordance with the various bonuses established by Lifestyles International Career and Compensation Plan.
- I/We agree that a Distributor may not sell, assign or transfer his or her distributorship without written application and subsequent approval by the Company and that the potential buyer must not be a currently active Distributor. In the event of the death or incapacitation of the Distributor, the Distributor's rights, compensation and responsibilities shall pass to the Distributor's heirs, upon written application and approval by the Company. The successor(s) must fulfill the responsibilities of the Distributor.
- Unless otherwise specifically required, this Agreement shall be governed by the laws of the Republic of the Philippines.

APPLICANT ACKNOWLEDGEMENT

I hereby acknowledge that I have read, understand and agree to abide by this Independent Distributor Agreement (front and back). I further agree that I will abide by the Policies and Procedures as stated in this Agreement and in the Lifestyles Distributor Manual (as currently published and as same may be amended and/or updated from time to time in official Lifestyles publications). Further, I expressly agree that all of the terms and conditions in the Independent Distributor Manual are herein incorporated by reference and for all purposes shall constitute part of this Agreement. I agree to indemnify and hold Lifestyles harmless against any claims, costs, damages, losses, liabilities or expenses (including attorneys fees) arising from or connected with, directly or indirectly, any breach of this Agreement or other conduct by me, my agent or employee. I acknowledge that if I breach the terms of this Agreement, Lifestyles shall be entitled to damages and injunctive relief prohibiting any further violation of this Agreement.

Distributor's Signature _____ Date _____

METHOD OF PAYMENT: CHQ CREDIT CARD CASH BANK TRANSFER

Cardholder's name _____ Address of cardholder _____
 if different from above: _____

Card # _____

Expiry _____ Security # _____ M/C Visa

Please make cheques payable to Lifestyles Asia Pacific Philippines Inc. Mail complete original applications with P 2,000 (tax inclusive); to

Lifestyles Asia Pacific Philippines, Inc.
4th Floor, Alphaland Southgate Mall, 2258 Chino Roces cor. EDSA, Makati City, Philippines 1232
 Telephone: 632.752.7150 Fax: 632.659.4464 Email: philippines@lifestyles.net

Original - Lifestyles Philippines Office Copy **Canary** - Applicant's Copy **Pink** - Sponsor's Copy

Lifestyles Compliance

1. Lifestyles sells health and wellness products, only through Independent Distributors.
2. Distributors are responsible to read and understand the Code of Ethics and the P&Ps.
3. The Distributor Agreement and P&Ps:
 - a) Define the relationship between Lifestyles and the Independent Distributor
 - b) Set standards of acceptable business behavior
 - c) Help Distributors build and protect their business
4. Lifestyles has the right to change our prices, Ethics, P&Ps, product, Compensation Plan, etc.
5. Lifestyles can make these changes at any time without prior notice.
6. Lifestyles is not responsible for delay or failure to meet obligations due to outside influence.
7. The policy and procedure is part of the Independent Distributor Agreement and constitutes the entire agreement.
8. Distributors follow their country's rules. If moving, they sign the new country's agreement.
9. If part of the Independent Agreement and P&Ps is considered invalid, the rest still apply.
10. Titles and headings are for reference purpose only.
11. Lifestyles does not waive any of its rights under any circumstances.
12. Lifestyles can use and share Distributor Information for business purposes. Lifestyles can call them.
13. English is the language used to determine and resolve disputes and issues.
14. Distributors must meet all Lifestyles criteria and have their agreement accepted by us.
15. Distributors are responsible to update Lifestyles in writing of any change to personal information.
16. A Distributorship is valid for one year from the date the application is processed.
17. Lifestyles provides a starter kit to all new Distributors where applicable. It is refundable.
18. Lifestyles requires Distributors to give us their Government ID number, for tax purposes only, where applicable.
19. Lifestyles assigns a unique Distributor Number to each new Distributor Application.
20. When a Distributor moves to a new country, Lifestyles will issue them a new country ID. The Distributor signs the new country's agreement.
21. Distributors can:
 - a) Purchase products and services at a discount
 - b) Participate in the Career and Compensation Plan
 - c) Sponsor Customers or Distributors
 - d) Receive literature and other Lifestyles communications
 - e) Participate in Lifestyles sponsored support, service, etc.
 - f) Participate in incentives & contests
 - g) Retail products
22. Lifestyles is not an employer of Distributors. They cannot make liability claims against us.
23. Distributors' information is proprietary and shall never be disclosed to a third party.
24. Distributors are responsible to protect others' privacy.
25. Corporate information is Lifestyles property and cannot be used or sold without our permission.
26. Executive Directors and above receive Organizational Reports as long as they qualify. Reports are available on the Personal Business Centre.
27. All Distributors who get a check get a Commission Statement. Lifestyles may charge them if they prefer to have it mailed.
28. Commission payments:
 - a) Checks are valid for (6) six months. Stale dated checks will not be replaced.
 - b) Lost checks within (6) six months will be replaced, less a \$25US fee.
 - c) Money earned in local market are paid in local currency.
 - d) Money earned in other than local markets is paid in US Dollars.
29. Distributors must inform Lifestyles, in writing within 30 days of an alleged discrepancy in commissions.
30. Husband and wife are to sponsor each other. If they had a Distributorship prior to the marriage then they can continue to work that Distributorship. If they should divorce, they must let Lifestyles know how the Distributorships are to be managed.
31. Lifestyles can approve or disapprove any change of business name, partnership or corporation.
32. The Agreement may be cancelled in writing at any time and for any reason.
33. When Distributors dissolve joint Distributorships, they must not disturb their organization.
34. If a Distributor passes away, their business goes to a successor, with documentation. Lifestyles will qualify an active NMDs Distributorship for up to 2 months.
35. A Distributorship can only be sold with written permission from Lifestyles.
36. A partnership or corporation can be a Distributor, but no one can have 2 Distributorships.
37. If members of a corporate Distributorship violate policy, the Distributorship is in violation.
38. Distributors can set up automatic renewals. They can pay by bonus check, Visa, MC, etc.
39. If a Distributor does not renew, all bonuses, etc. will flow up to the next active Distributor.
40. Lifestyles accepts telephone applications, providing the originals are received within 5 days.
41. Anyone can join the AutoShip program and get product each month.
42. Lifestyles accepts orders by telephone, fax, mail, e-mail, Internet or AutoShip program.
43. Product and sales aids can be ordered together.
44. Directs and above buy directly from Lifestyles. Non-Directs buy from Lifestyles or from their up-line.
45. Back-orders are shipped as soon as they become available.
46. Shipping discrepancies must be addressed to Lifestyles within 7 days of receipt.
47. All forms and authorizations must be signed by the Distributor. Payment can be check, money order, credit card or US\$ bonus check. \$25US is charged for returned checks.
48. Personal checks are not accepted after a Distributor's check is returned. Amounts owing are deducted from commissions. Distributorships are frozen until the balance is cleared.
49. AutoShip orders will remain in effect until Lifestyles has received written cancellation.
50. When a member of a Distributor's household violates policy, the Distributor is in violation.
51. Distributors must follow local laws and regulations.
52. Distributors must follow the terms of the Lifestyles Career and Compensation Plan.
53. Distributors are responsible for all their verbal and written statements.
54. Distributors cannot make unethical or immoral statements about any part of our business.
55. Only NMDs and above may produce, with permission, marketing material. Only approved material may be used by a Distributor.
56. NMDs and above may use their own literature, with Lifestyles approval.
57. Distributors must be honest and clear when representing Lifestyles, using disclaimers.
58. All media inquires must be referred to Lifestyles.
59. Distributors may advertise on television and radio with Lifestyles written permission.
60. All of Lifestyles names are trademarked. Distributors must use the "Independent Lifestyles Distributors" logo to promote their business.
61. Distributors may not make medical claims regarding Lifestyles products
62. Distributors may not make income claims or disclose their income.
63. Distributors may not represent that any government agency has approved Lifestyles programs.
64. Distributors cannot re-label, alter or repackage Lifestyles products. It is a criminal offence.
65. Distributors must represent themselves as Independent Distributors and not employees.
66. Distributors may not display advertising materials, signs or Lifestyles products in retail outlets.
67. All printed materials must be approved by Lifestyles in advance.
68. Lifestyles copyrighted names are forbidden for use in spam or auto-calling operations.
69. Distributors do not have exclusive territory rights to market Lifestyles products or services.
70. Distributors must get written permission from Lifestyles to attend Trade Shows.
71. Distributors cannot sell non-Lifestyles products and opportunities to other Distributors.
72. Distributors cannot share Lifestyles information with third parties or use it in competition with Lifestyles.
73. Distributors may not contact directly or indirectly Lifestyles suppliers for any reason.
74. Distributors may not independently design a website with Lifestyles names, logos, etc.
75. Distributors cant sell Lifestyles products over the Internet. They may, through the PBC.
76. Distributors shall safeguard and promote the reputation of Lifestyles.
77. Some markets have an initial "cooling" period where the Distributor cannot buy product.
78. Distributors may have checks and reports suspended for policy violations. Action may be:
 - a) Written warning
 - b) Suspension and/or fines
 - c) Termination
 - d) Violations by NMDs or above are handled through the Compliance Committee.
79. Lifestyles may terminate a Distributorship after investigating, notifying them by mail.
80. Upon decision to terminate:
 - a) Distributorship is terminated immediately.
 - b) The Distributor can appeal within 15 days from the date of the letter.
 - c) Lifestyles will review and consider, and the Distributor will be notified of the outcome.
81. A Distributor with a complaint about another Distributor should attempt to resolve the issue with the Distributor. If not resolved, the Distributor should go to their up-line, then to the Local Lifestyles office.
82. The Compliance Committee will investigate written complaints relating to NMDs or above.
83. Arbitration will take place in our Lifestyles International Holding Corporations jurisdiction, unless local law requires otherwise.
84. Lifestyles retains the right to obtain injunctions as protection during arbitration.
85. Actions against Lifestyles by one party do not affect the validity of Lifestyles policies to others.
86. All disputes are resolved in Lifestyles International Holding Corporations jurisdiction unless local law requires otherwise.
87. A Sponsor is obligated to assist in the management of their down-line organization.
88. Distributors may obtain private insurance coverage for their business activities.
89. Distributors can only sell and sponsor in places where Lifestyles is approved to do business. They cannot buy product in one country and sell it in another country.
90. All applications and orders must be sent to Lifestyles by the next business day after they are signed.
91. Distributors who resign or are terminated may return product within 30 days of purchase.
92. Distributors must not disparage other Distributors, products, the P&Ps, the Career and Compensation Plan or Company employees.
93. Distributors may buy product for personal use. They cannot stock pile product to qualify.
94. All products have a 30 day money back guarantee.
95. Returned product must be unopened and in a good condition for resale.
96. Distributors must give customers and Distributors 100% 30-day, money back guarantee.
97. Lifestyles allows longer customer guarantees in jurisdictions that require it.
98. If a Distributor cancels his/her Distributorship within the first 30 days, Lifestyles will refund the Starter Kit and products, minus shipping.
99. A Distributor may get a refund of 85% of price for products and sales aids within 30 days.
100. Distributors must provide the appropriate paperwork and the product when replacing or returning product to Lifestyles.
101. Distributors should keep accurate sales records.
102. Distributors are obligated to report any observed violations of the Policies.
103. Concerns over commissions or reports must be brought to Lifestyles within 30 days.
104. Call Distributor Relations for questions regarding shipments, orders, commissions, etc.
105. Product should not be purchased unless 70% of the previous order has been sold.
106. Everyone has the right to choose their sponsor. The first application received is honored.
107. Lifestyles provides income and earning summaries. Where applicable, this will be on the PBC.
108. Distributors are responsible for paying all taxes where required by law.
109. Lifestyles collects and remits sales taxes on behalf of Distributors where applicable.
110. Lifestyles charges Distributors tax from retail where applicable. Lifestyles does not have to tax bonuses.
111. Commissions are based on calendar months. Lifestyles must get orders in by month end. If a Distributor resigns or is terminated Lifestyles can hold any payments for up to 60 days.
112. Orders shipped directly to customers still count as qualifying volume for the Distributor.
113. To be eligible for commissions, Distributors must support their down-line, qualify for the Career and Compensation Plan requirements, adhere to the 70% and Retail Sale rules and had down-line Directs purchase product.
114. Transfer of Sponsorship is only permitted in the event of:
 - a) Unethical sponsoring
 - b) Two Distributors marry. Distributor moves, downline stays.
 - c) Resigning and waiting (6) months
 - d) Change within 10 days of enrollment
115. Cross-line - enrolling a Distributor into a different line of sponsorship - is prohibited.
116. Down-line raiding - enrolling a Distributor into another company - is prohibited.
117. Sponsoring 'phantom' Distributors, people who did not knowingly sign up is prohibited.

Lifestyles Privacy Agreement

"I hereby consent to Lifestyles Asia Pacific Philippines Inc./Lifestyles International Holdings Corporation, its affiliates and any company owned in whole/part or any of their affiliates ("Lifestyles"), processing and utilizing my Applicant Information (or as same may be amended from time to time) for business purposes. I hereby acknowledge that I have the right of access to my Applicant Information to request updates and amendments.

I consent to Lifestyles disclosing, now or in the future, my Applicant Information to companies who Lifestyles may, from time to time, deal with to deliver information to its Independent Distributors or to improve its marketing and promotional efforts.

I hereby consent and agree that I will abide by all local laws and regulations governing the privacy and confidentiality of personal information. I further covenant that I will treat all Lifestyles' Distributor Data Confidentially and will not discuss nor disclose such confidential information with a third party.

I hereby give my express consent to being contacted by Lifestyles, its employees and other Independent Lifestyles Distributors, as I am interested in the products, services, business opportunities, and events that may be offered by Lifestyles."