



## Terms and Conditions

### INDEPENDENT DISTRIBUTOR TERMS AND CONDITIONS

I am of legal age in the state of my residency. I agree that I am an independent contractor responsible for determining my own business activities and not an agent or employee of the inLife, LLC. I am responsible for the payment of all federal and state self-employment taxes and any other tax including sales tax that may be required under federal, state or regulating taxing agency. I understand that this position does not constitute the sale of a franchise or of a distributorship and that an enrollment fee of \$49.95 in US dollars is required for me to participate as an Independent Distributor of the COMPANY. I further acknowledge and understand that the purchase of product is optional and is not required of me in order to participate as an Independent Distributor of the COMPANY.

I agree that as an inLife, LLC (also referred to as COMPANY) Independent Distributor (also referred to as ID), I shall place primary emphasis upon the promotion and support for the stated goals of the COMPANY and the solicitation of non-ID individuals, businesses and organizations as customers. ID agrees to distribute over 50% of his/her personal purchases (over and above personal usage) to customers who are not IDs and to submit proof of such sales upon request by COMPANY. IDs residing in the states of Maine, North Dakota, Michigan, Indiana, Iowa and West Virginia are limited to \$495 in initial purchases from the COMPANY during the first six months of ID status. Permissible ID purchases shall be automatically modified to comply with the exemption requirements set forth in any state's laws regulating business opportunities, should such apply. In presenting COMPANY's stated vision and mission I agree that such presentations shall be strictly according to the following format and that I will be terminated as an ID if I fail to do so.

- A. In each presentation given by the ID the prospect shall be directly informed that an enrollment fee of \$29.95 in US dollars will be charged by the COMPANY to become an ID of the COMPANY and that its explicit purpose is to emulate the foundational principles of the COMPANY.
- B. I have carefully read, understood and agree to comply with the COMPANY's Terms and Conditions and Policies and Procedures. I further agree and understand that the COMPANY's Policies and Procedures are a binding part of this agreement. I understand that I must be in good standing and not in violation of any of the terms of this agreement in order to be eligible to receive any bonuses or commissions for the COMPANY. The continuation of my COMPANY Independent Distributorship or my acceptance of bonuses or commissions shall constitute my acceptance of the Terms and Conditions, the Policies and Procedures and any and all amendments pertaining to both.
- C. In order to maintain a viable Marketing Program and to comply with the changes to federal, state and local laws and economic conditions, the COMPANY may provide additional Terms and Conditions for IDs from time to time, as well as to modify its ID Compensation Program and Policies and Procedures. Such additional Terms and Conditions, Policies and Procedures and Referral Award Plan modifications, and all changes thereto, shall become a binding part of this Agreement upon publication on the official COMPANY website or other official COMPANY publications.
- D. I understand that no Attorney General or other regulatory authority ever registers or reviews, endorses or approves any product, compensation program or COMPANY, and I will make no such claim to others.
- E. I understand that none of the COMPANY's products have been approved by the U.S. Food and Drug Administration (FDA) and the COMPANY has not made any claims that any of its products prevent, mitigate or treat any medical condition nor will they offer any therapeutic value. In addition, none of the COMPANY's products have been approved by the FDA for cessation (quit smoking) purposes. I agree to make no claims, implications or promises whatsoever verbally, in written form or through any sort of advertising that any of the COMPANY's products can be used for cessation purposes or can be used to prevent, mitigate or treat, or prevent any medical condition or shall they be used for any therapeutic purpose or value. I further agree that I will not market or sell the COMPANY's products to anyone under the legal age of smoking as defined by their state of legal residence or country. In addition, I understand that I must verify that my enrollees are of the legal age of smoking in their state of residency. I also agree that I will not make any claims, statements, or representations about the COMPANY's products that are not found on the COMPANY's websites or official marketing materials, or are not specifically approved by the COMPANY. I agree to indemnify the COMPANY

and hold it harmless in the event I make any such unapproved statements that result in government investigation, government or private litigation, claims, regulatory action, or any other adverse event relating to the COMPANY or its products.

- F. I understand that my position can be inherited or bequeathed, but cannot be transferred or assigned during my lifetime without written consent of the COMPANY, which consent will not be unreasonably withheld. The COMPANY may charge a \$1000.00 transfer fee.
- G. This Agreement shall be in effect upon its receipt and acceptance by the COMPANY at its Irvine, California offices either in written form, by mail or fax transmission or through the COMPANY's website by clicking the Terms and Conditions tab to confirm agreement.
- H. I am responsible for supervising and supporting the IDs I refer or enroll into the program and in my commissionable down-line. I agree to maintain monthly communication and support to these IDs in my commissionable down-line by the way of any of the following or combination thereof: Personal contact, telephone communication, written communication and attendance at ID meetings.
- I. As an ID of the COMPANY, I will be provided a personalized, replicated website and a welcome kit that includes basic tools to help in my capacity as an ID. COMPANY provides the following fulfillment to its IDs: Optional promotional materials fulfilled and shipped within sixty days of receipt of order and clearance of funds, subject to availability of items ordered. Payment terms on ID promotional material purchases and optional wholesale purchases are as follows: personal check, e-check, money order or major credit card with order. Commissions are payable to IDs according to the current Compensation Plan which is incorporated herein by reference. COMPANY will provide one year of optional, web-based, back office administration to all IDs for the first twelve months of their ID status. I agree to pay an annual renewal fee of \$29.95 in US dollars to continue my status as an ID in good standing with the COMPANY. This fee will cover my renewal fee and also pay for my replicated website for the next 12 month period.
- K. I will not make false, misleading or disparaging statements about the COMPANY, its employees or founders, the compensation plan, ID positions or the COMPANY mission and vision. Display of commission checks, the making of income projections and use of income testimonials to prospective IDs is strictly prohibited. I will conduct myself as an ID in a courteous, fair and ethical manner.
- L. Change of original enroller is not permitted. ID and customer lists and names are owned by the COMPANY and may never be used for any commercial or business purpose without prior written consent of the COMPANY.
- M. I understand that promotional products purchased from the COMPANY could be manufactured and shipped from various locations worldwide and I accept shipping delays beyond the control of the COMPANY. COMPANY will make its best effort to have all paid-in-full orders shipped within sixty days from the date of order and payment.
- N. I understand that any return of product in my down-line or customer base may result in a charge back against commissions or bonuses paid to me by the COMPANY.
- O. I authorize the COMPANY to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
- P. I agree that I will be solely responsible for paying expenses incurred by myself, including but not limited to travel, food, lodging, secretarial office, telephone, cell phone and other expenses.
- Q. I give permission to the company to contact me by email or text messaging for reasons including, but not limited to COMPANY announcements, bonus programs and promotions, changes in policy, etc.
- R. I understand that the company may charge me a check fee of \$2.95 for any payment made to me by company check or by wire transfer or by direct deposit. I further understand that the company implements a minimum check amount of at least \$20.00 before a payment will be made to me.
- S. I understand and agree that I will not solicit another inLife Independent Distributor or entity to join another network marketing opportunity offered by another company during the term of my inLife Independent Distributorship and for a period of one year after. Violation of this company policy may result in immediate termination. In addition, I may be subject to injunctive relief including possible civil penalties and monetary damages for engaging in such conduct.
- T. I understand that the COMPANY provides me with a replicated website for the promotion of my inLife business. I agree that I will not use the replicated website for any purpose other than the promotion of my inLife Independent Distributorship. I further understand and agree that I will not use the inLife name, logo, pictures or trademarks as part of a website or URL that I either own or am associated with. In addition, I agree not to use the COMPANY name, logo, pictures, trademarks or any of the COMPANY's published written content to optimize any other website position in a search engine search (other than the COMPANY provided replicated website). I further understand that doing any of the above may cause financial harm to the COMPANY which may result in me being required to pay

damages to the COMPANY for such actions and may also result in termination of my status as an ID of the COMPANY.

- U. I understand and agree that I will not market or promote any outside service or product to any other COMPANY IDs. These include but are not limited to internet capture pages, and sales leads. It is further understood that in the course of my status as an ID of the COMPANY, I may produce marketing tools to assist my downline organization to grow their COMPANY Independent Distributorship. In doing so, I agree that such marketing tools must first be approved by the COMPANY in writing and I will not charge for any such marketing tools at any time. Further to this, I understand that although I am allowed to conduct independent training events for the COMPANY, I may charge an admission fee for such events, however I will not charge more than necessary to cover my expenses and will not make a profit in doing so.
- V. I understand that if I fail to comply with the terms of this agreement or Policies and Procedures of the COMPANY or any part of this agreement, the COMPANY, at its discretion, may terminate my Independent Distributorship or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses and commission, loss of all or part of my down-line marketing organization or customer base list. If I am in breach, default or violation of the agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales of such bonuses or commissions have been completed. If this agreement is terminated for any reason, I will forever lose my rights as an ID, including rights to my down-line marketing organization and customer base list, and rights to compensation pursuant to the COMPANY's Marketing and Compensation Plan. If I wish to disassociate myself with the COMPANY and cancel my Independent Distributorship, I may not be eligible to rejoin the company for a period of 12 (twelve) months.
- W. This Agreement is governed under the Laws of the State of California. The Parties agree that any claim, dispute or other difference between them shall be exclusively resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association with arbitration to be held in Irvine, California.
- X. The term of this agreement is one year (subject to prior cancellation as provided in the Terms and Conditions and Policies and Procedures). If I fail to annually renew my inLife Independent Distributorship, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as an ID. I shall not be eligible to sell the COMPANY's products and/or services, nor shall I be eligible to receive royalties, bonuses or other income resulting from the activities of my former down-line sales organization or customer base list. In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to property rights, to my former down-line organization or customer base list and to any bonuses, commissions or other remuneration derived through the sale and other activities of my former down-line organization and customer base list. The COMPANY reserves the right to terminate all Distributor Agreements upon 30 days notice if the COMPANY elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. IDs MAY CANCEL THIS AGREEMENT AT ANY TIME, AND FOR ANY REASON, UPON WRITTEN NOTICE TO THE COMPANY.

**Cancellation notice as it pertains to a refund of my enrollment fee, product purchases and marketing materials purchases:** I understand that I may cancel my enrollment fee transaction, without penalty or obligation, for a full refund, within ten (10) business days from the date of this Agreement, exclusive of the date of signing or if processed electronically the date this Agreement is submitted to inLife for processing. I understand that if I cancel after the ten (10) day period, I am not entitled to a full refund. This limitation is not applicable in Georgia or if superseded by any state law. If I cancel within the ten (10) business days from the date of this Agreement, any payments made by me under this Agreement and any instrument executed by me will be returned within ten (10) business days following receipt by inLife of my Cancellation Notice. To cancel this Agreement, I must mail, via registered or certified mail, return receipt requested, or deliver personally with proof of signed receipt to inLife a signed, dated copy of a Notice of Cancellation, or send a telegram to: inLife, LLC, 17551 Von Karman Ave., Irvine, CA 92614.

I understand that, due to the nature of the inLife Compensation Plan, all purchases of product Biz Packs or larger are subject to a 25% cancellation fee. Return of single pack units, cartridges and marketing materials may be subject to a 10% restocking fee at the sole discretion of the COMPANY. I further understand that product may not be returned for credit if it is opened from its original, sealed packaging or if it is past its shelf life unless the COMPANY allows otherwise. I also agree that any request for return of goods must first be approved by the COMPANY prior to its return and all shipping charges for the return of goods must be prepaid by me for delivery back to the COMPANY. Credits against a return will not include any shipping and handling charges that were paid by me when I originally purchased the goods.

It is also agreed that due to the controversial nature of **inLife** products and nicotine, I understand that as an ID, there are inherent risks in conducting business and I will not hold the Company liable for actions that may occur outside of the control of the Company. I understand that if any such actions occur, none of the **inLife** product in my possession, whether gained through purchase or otherwise, will be eligible for refund or return. These actions include, but are not limited to, governmental intervention (foreign or domestic), media reports regarding our products or similar products offered in the market place, acts of nature, acts of war, acts of conflict or trade dispute. Furthermore, I understand that, under the actions listed above, no **inLife** marketing or promotional products in my possession will be eligible for return or refund.

**Cardholder's Responsibilities:**

It is understood and agreed by you that you will not use your credit card in any way that is contrary to the laws of the United States or the United Kingdom. You further agree that your use of your credit card relative to conducting any business with the COMPANY or purchasing any product or services binds you to the agreement between you and your credit card holder and the laws that are applicable for credit card use in the United States and the United Kingdom.

In order to maintain a viable marketing program COMPANY reserves the right to enforce a stop-loss mechanism that prohibits commission payouts from exceeding eighty percent (80%) of the Binary allocated revenues received within a weekly commission period. Non-internet accessible literature and sales aids and promotional products are subject to return and 90% refund within 30 days of purchase. (1 year in New Mexico, and Montana; purchases within 1 year prior to termination of ID status in Wyoming; no time limitation in Massachusetts as to Wholesale Purchase made for commission qualification.)

I understand that failure to comply with the above COMPANY Terms and Conditions and Policies and Procedures may result in the termination of Agreement and/or the COMPANY's Terms and Conditions and Policies and Procedures, the COMPANY may suspend my ID status and any payments due to me may be escrowed until final resolution has been achieved. I acknowledge that in the event of my violation of this Agreement and/or the COMPANY's Terms and Conditions and/or Policies and Procedures, my ID rights may be terminated without further commission or payments of any kind.

I agree to indemnify and hold the COMPANY, its directors, officers or employees harmless from any and all claims, damages or expenses (including attorney fees) that may arise out of my actions or conduct in violation of this Agreement.

I acknowledge the COMPANY's Compensation Program is based on current products and is subject to change without notice.

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## **Policies and Procedures**

### **Policies and Procedures, The Compensation Plan, and the Terms and Conditions are Incorporated into Distributor Agreement:**

These Policies and Procedures as presented here and as amended from time to time at the sole discretion of **inLife**, LLC (hereafter **inLife** or the **COMPANY**), are incorporated into, and form an integral part of, the **inLife** Distributor Agreement, Compensation Plan and Terms and Conditions. Throughout these Policies and Procedures, when the term **Agreement** is used, it collectively refers to the **inLife** Distributor Application, the **inLife** Policies and Procedures, The **inLife** Compensation Plan and the **inLife** Terms and Conditions.

It is the responsibility of each Independent Distributor to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When enrolling a new Independent Distributor, it is the responsibility of the enrolling Independent Distributor to provide the most current version of these Policies and Procedures, the **inLife** Terms and Conditions and the **inLife** Marketing and Compensation Plan to the applicant prior to his or her execution of the Distributor Agreement. **inLife**, LLC reserves the right to change these Policies and Procedures, Terms and Conditions, Compensation Plan and Marketing Policy at any time.

## **A. Ethics**

The COMPANY conducts business in an ethical and credible manner and requires its Independent Distributors to deal ethically with their customers, with each other and with the COMPANY. The COMPANY permits no unethical or illegal activity and will intercede when such behavior may exist, and the COMPANY reserves the right to use its best judgment in deciding whether certain Independent Distributor activities are unethical. Furthermore, the COMPANY may use its own discretion in determining the appropriate course of action. If the COMPANY determines that unethical activities may exist, then it reserves the right to suspend or terminate Independent Distributor status, including but not limited to all commissions and payments of any kind. Under no circumstances is an Independent Distributor who is terminated for unethical or illegal activity entitled to a refund of their renewal fee, nor are they entitled to sell or transfer their position.

Examples of unethical behavior include but are not limited to the following:

- A. Making any false or misleading remarks, statements, innuendos or rumors that may disparage the COMPANY, its products or services, its compensation plan, its employees, its founders or another COMPANY Independent Distributor
- B. Making any medical or homeopathic or therapeutic claims about the COMPANY's products. Note: I am allowed to make a homeopathic claim regarding the product **inFocus** relative only to the statements that are made within our company website regarding this particular product.
- C. Making the claim the COMPANY's products can be used as a smoking cessation device
- D. Making any claim regarding the COMPANY's products that are not found on the COMPANY's current websites or official, current marketing material
- E. Making unapproved income claims or revealing the amount of income you are or have received through the COMPANY or other network marketing opportunities that you may or may not have been involved in currently or previously
- F. Re-labeling, altering in any way or repackaging any of the COMPANY's products. The COMPANY's products are to be sold in their original packaging only
- G. Directly or indirectly disclosing any information in your back office to a third party other than an official COMPANY authorized employee for the purpose of assisting you with a specific issue that is related to your **inLife** Independent Distributorship

- H. Use any of the information in your back office or activity report in a manner to influence another **inLife** Independent Distributor to alter their relationship with the Company in any way
- I. Use the information in your back office or activity report to compete with the COMPANY in any way
- J. Providing, selling or revealing any customer lists and/or their contact information that appears in your activity report or downline report to a third party. This includes the customer lists and/or their contact information that belongs to the COMPANY or appears in any other Independent Distributor's activity report or downline report.
- K. Directly or indirectly disclosing the password or other access code to your back office or activity report
- L. Use of another person's credit card without express written permission
- M. Forging any signature on any document
- N. Depositing any check made out to the COMPANY into another account instead of immediately forwarding it to the COMPANY
- O. Any unauthorized use of the COMPANY's name, logos, photos, videos, trademarks or copyrighted material in any way or fashion
- P. Violation of any state or federal laws or regulations
- Q. Competing with the COMPANY's products or services directly or indirectly through association with another business or through your own personal efforts
- R. Aggressive or abusive language, behavior or treatment or any inappropriate behavior toward any COMPANY employee, founder or another COMPANY Independent Distributor

## **Insurance**

The COMPANY does not extend coverage under any of its policies or products to Independent Distributors. If you use your personal property (such as your car or computer, home, etc.) for business use, such property may not be covered for loss or damage.

## **Recruiting**

Cross-line recruiting: An Independent Distributor may not solicit an individual or entity that has been previously sponsored by another **inLife** Independent Distributor (or that is considering joining The COMPANY and being sponsored by another Independent Distributor) to join their **inLife** business as their direct enrollee.

**The Independent Distributor may not solicit an inLife Independent Distributor or entity to join another network marketing opportunity offered by another company during the term of their inLife Independent Distributorship and for a period of one year after unless it is partially owned or officially associated with inLife, LLC. Violation of this company policy may result in immediate termination.**

### **Cash or Monetary Incentives**

The COMPANY strictly prohibits Independent Distributors from offering cash or monetary incentives, promotions, prizes or bonuses to members of their downline or upline organizational members, or customers as a method of influencing customer acquisition.

To eliminate cross-line recruiting practices, the COMPANY strictly prohibits the use of cash or monetary incentives/promotions/prizes/bonuses for purposes of recruiting new Independent Distributors.

The COMPANY has put in place a specific sales model and strongly encourages its Independent Distributors to promote customer acquisition and recruiting by adhering to this sales model.

### **Territorial Rights/Conducting Business Across International Borders**

Independent Distributors can market services and products and sponsor new Independent Distributors in any country where the COMPANY conducts business, without exclusivity. Independent Distributors may only promote the COMPANY in countries where the COMPANY currently operates.

Independent Distributors conducting business in foreign countries must adhere to the COMPANY Policies and Procedures governing activities in that country. Furthermore, compensation will be based on the current Compensation Plan of that specific country and be subject to conversion to U.S. funds.

Independent Distributors are responsible for knowing and adhering to all laws and accepted business practices in the countries they choose to market. This includes but is not limited to customs and immigration laws and accepted marketing practices.

**Canadian Independent Distributors are restricted from selling inLife products in a retail environment or establishment. inLife products sold in Canada must be for sold for personal consumption only. Canadian Independent Distributors are prohibited from placing ads for the sale of the product for retail sales.**

Please note, however, that Canadian Independent Distributors may only sell the COMPANY's non-nicotine products to others face to face or through their replicated website.

### **Qualification Requirements for Payment**

The COMPANY offers a variety of different ways that allows the Independent Distributor to earn income through its Compensation Plan. Some of these payment plans require that the Independent Distributor be Qualified. Qualification requirements are defined in the Compensation Plan. It is the responsibility of the Independent Distributor to continually check to make sure that they are qualified for each individual pay plan that requires qualifications. The COMPANY will not be obligated to pay for any pay plan when an Independent Distributor falls out of qualification.

## **Marketing Advertising Policy**

inLife, LLC offers a variety of different marketing tools that are provided by the company to help you build your business. These materials such as brochures and business cards are available through your replicated web site. There are those Independent Distributors who prefer to use their own materials or create materials for certain special events. In the event that this is the case, we have outlined our policy and procedures for personalized marketing materials.

inLife, LLC requires that all personalized marketing material be approved, in writing by the COMPANY before an Independent Distributor can DISTRIBUTE such material. Any request from an Independent Distributor must be in writing and include the following:

- Independent Distributor Name
- Independent Distributor ID Number
- Address and telephone number
- The complete copy or material that you wish to submit
- When you will use the material
- Where it will be distributed
- How you will distribute the material

**Please fax this request to: (805) 581-3037 or you may email it to [compliance@myinlife.com](mailto:compliance@myinlife.com)**

Once the materials are received, please allow 15 to 21 business days for processing. If you have not received a response in this time, please contact us (949) 250-9600, ext 101 or email us back at [compliance@myinlife.com](mailto:compliance@myinlife.com). Please do not call before the time frame of 15 to 21 business days.

Under no circumstances may an Independent Distributor place an ad to promote the COMPANY's Products and/or Compensation Plan in a national publication without prior, written approval from the COMPANY.

**Canadian Independent Distributors are prohibited from selling inLife products in a retail environment and are prohibited from advertising the sale of inLife products for retail sales.**

## **General Rules**

- **Always introduce and refer to yourself as an Independent Distributor. You must never give the impression that you represent the COMPANY in any way as an employee or official agent.**
- **The use of inLife's logos and trademarks or service marks is strictly forbidden without prior, written approval from the COMPANY.**
- **Make sure that when you design the material, it clearly shows that it is coming from you as an Independent Distributor and not produced by inLife in any way shape or form.**
- **You may use COMPANY written information that is commonly found in our current marketing materials but may not do so word for word without prior, written approval from the COMPANY as our materials are protected by copyright laws .**
- **You must never make any promises of income.**
- **You must never make any statement that implies or says directly that our products will cure, prevent or mitigate any medical ailments or offer any therapeutic benefit.**
- **You are prohibited from using the words, "safe," "safer", "health," "healthy," "healthier," "stop," "quit," or any word or phrase that implies cessation or a health claim to describe or market any of our products, or choose these words as**



part of your inLife username, or choose them as part of your replicated website address or any other website or website address associated with our products or brands or trademarks. An acceptable term to describe our products is "logical."

- You must not state that our products contain "No Carcinogens," "No Harmful Chemicals," "No Second Hand Smoke,"
- You must never make any statement that implies or says directly that our products will help a person to stop smoking. Doing so would be a violation of law and may put you in legal jeopardy.
- You must always include on all your advertising of any form the following disclaimer:

*inLife products have not been evaluated by the Food and Drug Administration. The inLife electronic cigarette is not to be used for smoking cessation purposes. Our products do not mitigate, cure or treat any medical condition nor do they offer any therapeutic value. To purchase inLife products or sign up as an Independent Distributor, you must be 18 or older. To purchase or use the inLife electronic cigarette you must be of the legal age of smoking in the state where you reside.*

## Pricing

You are free to sell a unit at whatever price you choose, however, you are restricted from publishing any price other than our current retail price.

## Business Cards

If you choose not to use the business cards produced by inLife, LLC, you must then follow the following procedures:

- You may not use the inLife logo, however, you may use the inLife name.
- Refer to yourself as an Independent Distributor.
- Do not use any terms that imply or say that our product will help people quit smoking or cure or prevent any medical ailment or offer any therapeutic value.
- Do not make any promises of income.
- Do not use the terms %safe,+%safer,+%better,+%health,+ %healthier,+ %stop+, %quit+, or %ease+.

## The Promotion of International Expansion

inLife, LLC has plans to enter into the international world by marketing our products into other countries. It is important to point out that every country has its own established rules and regulations that companies must follow in order to market their products. The process can be very precise. It is therefore important that all Independent Distributors of inLife, LLC refrain completely from trying to market our product in other countries at this time. inLife, LLC will announce to our Independent Distributors as we receive individual approvals to market our products, one country at a time. Upon those announcements, Independent Distributors will then be allowed to market our product in those countries. In keeping with this policy, Independent Distributors must:

- Not market our product or opportunity to anyone in a country that is not approved by inLife, LLC.
- Not market in any form to prospects in a country that is not approved by inLife, LLC.

When developing personal marketing materials for any country that is approved by inLife, LLC, please refer to the appropriate guidelines the COMPANY sets forth for that particular country.

## **Direct Mail Pieces, Fliers and Brochures**

Independent Distributors will not be allowed to substitute their names on any materials that have been previously approved for other Independent Distributors.

Photocopying of any marketing materials provided by inLife, Inc. is not permissible, however, Independent Distributors may print any current material that is provided by the company off of our website.

## **Spamming**

inLife, LLC does not permit Independent Distributors to send unsolicited e-mails. Any e-mail sent by an Independent Distributor that promotes inLife, the inLife Opportunity, or inLife products and services must comply with the following:

~ There must be a functioning return e-mail address to the sender that includes a request that future e-mail solicitations or correspondence not be sent to him or her (a functioning opt-out notice).

~ The use of deceptive subject lines and/or false header information is prohibited.

~ All opt-out requests, whether received by e-mail or regular mail, must be honored.

~ All emails sent that promote inLife, its Opportunity or products, must adhere to all the other marketing and advertising guidelines in this policy.

## **Trademarks and Copyrights**

The COMPANY will not allow the use of its trade names, trademarks, designs, photos, videos, audio recordings or symbols by any person, including a COMPANY Independent Distributor, without its prior, written permission. Independent Distributors may not produce for sale or distribution any recorded company events and speeches without written permission from the COMPANY; nor may Independent Distributors reproduce for sale or for personal use any recording of company-produced audio or video tape presentations.

## **Media and Media Inquiries**

Independent Distributors must not attempt to respond to media inquiries regarding the COMPANY, its products or their independent business. All inquiries by any type of media must be immediately referred to COMPANY Public Relations Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

## **Return of Inventory and Sales Aids by Distributors**

The Company does its best to cooperate with requests for the return of goods and marketing materials (also known as sales aids). In the interest of protecting this opportunity for all of our customers and Independent Distributors, certain guidelines must be put in place to insure that credits are handled properly and expeditiously. Any request for return of goods or marketing materials must first be approved by the COMPANY in writing with a valid RMA Number prior to its return and all shipping charges for the return of goods and marketing materials must be prepaid by the ID for delivery back to the COMPANY. Any goods or marketing materials returned to the

company by an ID or customer without prior, written approval in the form of an RMA Number prior to the shipment of the return, can not be credited by the company. Credits against a return will not include any shipping and handling charges that were paid by the ID when they originally purchased the goods or marketing materials. Upon cancellation of an Independent Distributor's Agreement, the Independent Distributor may return Electronic Cigarette Packs and related Auto-ship Cartridges, other COMPANY products and sales aids for a refund if he or she is unable to sell or use the merchandise, provided that they fall within the conditions allowable for a return and if they fall within the time frame allowable for their return. An Independent Distributor may only return products and sales aids if they are: purchased and paid for by him or her, in resalable condition, unopened in its original sealed packaging, still within its shelf life, returned within its allowable time frame for return, purchased within one year of the date of their termination as an inLife Independent Distributor, unless the law of the state in which the Independent Distributor lives mandates a longer period of time. Please note that the allowable time for the return of e-cig cartridges and e-cig units is ninety (90) days. The allowable time frame for return for credit on inHance is ninety (90) days from its date of purchase. The allowable time frame for return for credit on Journey Coffee & Tea and inFocus is ninety (90) days from their date of purchase. The allowable time for the return for credit on inForce products is 30 days. All products and sales aids must be returned to the COMPANY within thirty (30) days of the date of termination. Upon receipt of the products and sales aids, the Independent Distributor will be reimbursed 90% of the net cost of the original purchase price(s), less shipping and handling charges \*(unless the product was purchased in a biz pack . see below or if the product was purchased by a Retail Customer through an inLife infomercial). If the purchases were made through a credit or debit card, the refund will be credited back to the same credit or debit account. The COMPANY shall deduct from the reimbursement paid to the Independent Distributor any commissions, bonuses, rebates or other incentives received by the Independent Distributor which were associated with the merchandise that is returned. Upon confirmed ~~written~~+receipt of the product at the COMPANY's warehouse, the COMPANY will handle returns and refunds within 7 business days. Please allow at least two weeks to see the credit appear on your bank statement.

\*The return of Biz Packs carry a 25% restocking charge and must also be in a resalable and unused condition and unopened from its original, sealed packaging and returned within its allowable time frame for return. Any return of product in the downline will result in a charge back against commissions or bonuses paid by the COMPANY to any relevant Independent Distributor.

The return of Auto-ship or Unilevel purchases can not be returned by an ID in an attempt to circumvent their monthly qualification requirements. Further, the company reserves the right to disallow any return for credit that was made in an apparent attempt to circumvent any qualification, commission or bonus plan that the company has offered.

#### **The Return of Goods from inLife Retail Customers:**

(Please note: These terms relate to inLife Retail Customers only. The terms as they relate to the credit and return of goods for inLife Independent Distributors do not apply here and can be viewed in the current inLife Policies & Procedures / Terms & Conditions).

Any request for return of goods by an inLife retail customer must first be approved by the COMPANY in writing with a valid RMA Number prior to its return and all shipping charges for the return of goods must be prepaid by the customer for delivery back to the COMPANY. Any goods returned to the company by a retail customer without prior, written approval in the form of an RMA Number prior to the shipment of the return, can not be credited by the company. Credits against a return will not include any shipping and handling charges that were paid by the retail customer when they originally purchased the goods.

A retail customer may only return goods if they are: purchased and paid for by him or her directly through inLife through one of inLife's websites, in resalable condition, unopened in its original sealed packaging, still within its shelf life, returned within its allowable time frame for return, (unless the law of the state in which the retail customer lives mandates a longer period of time).

Please note that the allowable time for the return of e-cig cartridges and e-cig units is ninety (90) days. The allowable time frame for return for credit on inHance is ninety (90) days from its date of purchase. The allowable time frame for return for credit on Journey Coffee & Tea and inFocus is ninety (90) days from their date of purchase. Upon receipt of the products the retail customer will be reimbursed 80% of the net cost of the original purchase price(s) (unless the purchase was made through an inLife inFomercial), less shipping and handling charges. If the purchases were made through a credit or debit card, the refund will be credited back to the same credit or debit account. Upon confirmed %written+ receipt of the product at the COMPANY's warehouse, the COMPANY will handle returns and refunds within 7 business days. Please allow at least two weeks to see the credit appear on your bank statement.

### **Bonus Buying**

%Bonus buying+ includes: (a) the sponsoring of individuals or entities without the knowledge of and/or execution of an Independent Distributor Application and Agreement by such individuals or entities; (b) the fraudulent sponsoring or enrollment of an individual or entity as an Independent Distributor or customer; (c) the sponsoring or attempted sponsoring of non-existent individuals or entities as Distributors or customers (%phantoms+); or (d) the use of a credit card by or on behalf of a Distributor or Customer when the Independent Distributor or customer is not the account holder of such credit card. Bonus buying constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

### **Events**

The COMPANY supports the practice of Regional and local Training Events, "Personal Business Opportunity Meetings+and Private Business Receptions, as they are valuable educational tools when held properly with both professionalism and integrity. Under no circumstances are any type of meeting/training session intended to provide any additional income stream to those who are sponsoring the events, and must be offered as non-profit activities at all times.

All Regionals, "Super Saturdays,+ private marketing events, or on-line webinars must be submitted to the COMPANY for approval in conjunction with the current terms of hosting such events. Events that do not receive prior approval will be considered operating outside of the COMPANY's approval and philosophy and will not be promoted or endorsed by the company in any manner.

Attendance at COMPANY events is not a requirement for being an Independent Distributor, nor a prerequisite for success in this business.

### **Remuneration**

The COMPANY reserves the right to pursue the remuneration of any legal or operational fees or the recovery for any damages as a result of any policy violation by the COMPANY Independent Distributors. The COMPANY also reserves the right to recoup such costs from future bonuses, commissions or other payments.

### **Further Limitations**

The COMPANY reserves the right to limit or disallow any marketing activities that cast negative aspersions on the integrity, truthfulness, and/or reputation of the COMPANY.

## **Transfer/Disposition of Independent Distributors Business**

An Independent Distributor's position can be inherited or bequeathed, but cannot be transferred or assigned during his or her lifetime without written consent of the COMPANY, which consent will not be unreasonably withheld. The COMPANY may charge a \$1000.00 transfer fee.

Upon the death or incapacity of an Independent Distributor, or of its principals, the rights to the commission and marketing position shall pass to the designated successor, provided said successor complies with all the terms of the COMPANY agreement, the COMPANY's Policies and Procedures and fulfills the duties and obligations required of an Independent Distributor. In the case of a transfer to an existing Independent Distributor, or to an individual listed as a partner/shareholder/trustee in an existing Independent Distributor status, the individual will need to contact The COMPANY to discuss his/her options in either maintaining the status or transferring it. If the transfer is of a temporary nature (i.e. the Independent Distributor is temporarily incapacitated), the subsequent activation and deactivation will likewise be temporary.

## **Privacy Policy**

### **Personal Information**

The COMPANY maintains a strong commitment to protecting the privacy of our customers and Independent Distributors and their personal information. "Personal Information" means any information about an identifiable individual, other than business contact information. We protect that information. Unauthorized disclosure or access of personal information, including but not limited to account information or personal identification number, is a violation of the COMPANY's Privacy Policy, and is strictly prohibited.

(a) The Independent Distributor acknowledges that during the course of the performance of this Agreement, he or she will be provided or will be exposed to or will have access to personal information and that such personal information is confidential. The Independent Distributor agrees that such Personal Information will be collected, used and disclosed only for the purposes for which it was collected and only in relation to the provision of the COMPANY's services or products or this Agreement, The Independent Distributor will safeguard such Personal Information by appropriate means and not, other than as required in relation to the provision of the COMPANY's services or products, disclose, transfer, sell, assign, publish or otherwise make available any Personal Information for his/her own use or the use of any other third party except where disclosure may be required to comply with a subpoena, warrant, or court order, or if requested by a government institution which has the lawful authority to obtain the Personal Information, or if otherwise required by law.

(b) Upon reasonable request, the Independent Distributor shall provide the COMPANY access to, and the right to inspect, any or all Personal Information collected, used or disclosed by the Independent Distributor during the course of the Agreement;

(c) The Independent Distributor shall, at the prior written request of The COMPANY, promptly return any Personal Information and all copies thereof in any form whatsoever under their power or control to the COMPANY, and delete or destroy the personal information from all retrieval systems and databases as directed by the COMPANY and furnish to the COMPANY a certificate by the Independent Distributor or its legal representative that the deletion or destruction has occurred.

(d) The Independent Distributor agrees to co-operate with the COMPANY in any regulatory investigation or in any internal investigation regarding any alleged privacy breach or complaint.

(e) In order to ensure the special integrity of Independent Distributors' personal information, and to protect Independent Distributors' positions from unauthorized access, the COMPANY asks that all distributors adhere to the following procedures:

- Only new Independent Distributors shall complete and sign an Independent Distributors Agreement, or complete the distributors sign-up process on the COMPANY website.
- Only new Independent Distributors shall complete the online Independent Distributors Agreement.
- An Independent Distributor's upline or enroller should not complete any agreement on behalf of the distributors, or obtain account information, including position numbers and passwords.
- Independent Distributors account information and passwords should not be accessed by, or provided to anyone but the Independent Distributor whose name appears on the Independent Distributor Agreement.

## **Conclusion**

The rules and regulations outlined in this document are intended to protect the inLife opportunity for all involved. Please follow the Terms and Conditions as well as the Policies and Procedures as set forth here to insure that you are in compliance.

Please note that any infraction of these rules and regulations may result in suspension or immediate deactivation/termination of your status as an inLife Independent Distributor.

It is the goal of the COMPANY to introduce our products to as many retail customers as possible with the purpose in mind of offering them a logical alternative. Coupled with this is our desire to help others achieve financial reward for being involved with us as an Independent Distributor. The COMPANY desires to develop a long term, stable relationship of mutual respect, trust and integrity with our Independent Distributors. By assisting our Independent Distributors in achieving their goals and dreams, the COMPANY's goal of establishing a long lasting team will be realized.

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## **Retail Partners Program (RPP) Agreement**

I understand and agree to the following: I understand that the RPP Program's compensation plan is a completely different compensation plan than that of the inLife network marketing program. I further understand that the RPP Agreement does not follow nor does it adhere to the downline or hierarchy tracking that is found in the inLife network marketing program in any way. Additionally, none of the agreement or terms and conditions that apply in the inLife network marketing program apply to the RPP Program Agreement and that the RPP Program is not associated with the inLife network marketing program in any way. I understand that to participate as a Buy/Sell RPP Independent Affiliate Sales Associate, I must submit my request to inLife, LLC and inLife, LLC will either reject or accept my request to participate in the program at its sole discretion. I will not hold inLife, LLC responsible in any way if inLife, LLC decides to reject my request to participate in the RPP Program. In the event that inLife, LLC accepts my request to participate as a Buy/Sell RPP Independent Affiliate Sales Associate, I agree that I am entering into an agreement that is defined below as follows:

This agreement outlines the terms and conditions to participate as a Buy/Sell RPP Independent Affiliate Sales Associate in inLife's Retail Partners Program. I understand that to participate, I must read and understand and agree to this agreement in its entirety and electronically. Clicking the "I agree" box on this website signifies my understanding and agreement in full and binds me to the terms outlined in this agreement. Clicking the "I agree" box on this website is one requirement of many in order for me to participate in this affiliate program and does not guarantee my acceptance in this program. The Buy/Sell RPP Independent Affiliate Sales Associate program allows me or my designated company to act as a buy/sell distributor of inLife, LLC's NICMAXX brand of products (hereafter known as the products). As a distributor I will be required to purchase the products directly from inLife, LLC and will resell the products directly to retail establishments and/or distributors of tobacco products. I also understand that after I have met the qualification requirements, I may also earn an overriding commission on the sale of the products to other distributors who also become a Buy/Sell RPP Independent Affiliate Sales Associate that I introduce and who are accepted to the program by inLife, LLC. This overriding commission shall not go further than two generations. I understand that becoming a Buy/Sell RPP Independent Affiliate Sales Associate of the inLife's Retail Partners Program does not promise success in the program nor does it guarantee any income. Individual results will vary greatly and will depend on an individual's level of skill, work ethic and luck, market or market potential. This program is not a network marketing program. inLife, LLC reserves the right to change this agreement at any time and without notice.

This document will serve as formal confirmation of my agreement to have me represent inLife, LLC in the capacity of a Buy/Sell RPP Independent Affiliate Sales Associate, as a Private Contractor, not as an employee, in the sale of inLife, LLC products.

**Qualifications:**

Upon agreeing to the Terms and Conditions and Policies and Procedures of the inLife Retail Partners Program (aka RPP) RPP program, I agree to become a Buy/Sell RPP Independent Affiliate Sales Associate (hereafter also referred to as an RPP Representative) for inLife, LLC, (hereafter referred to as the Company). I understand that I am not associated nor is the RPP program associated with the standard inLife network marketing matrix, agreements or pay plan in any way. This is a standalone, buy sell arrangement with the company that also carries to potential for overriding commission sales provided that I meet the qualification requirements. This program is directed at marketing to and selling to independent retail outlets or tobacco distributors in an effort to sell the inLife brand, NicMaxx electronic cigarettes, its replaceable cartridges and its accessories (aka the products). The Company may, at its sole discretion, introduce other products from time to time to this RPP program. The Company may also, at its sole discretion, remove any product or brand from its product line up at any time and without notice. The Company may, at its sole discretion change any price of the product at any time and without notice. Products available to sell as part of this agreement will be visible on the Company's official RPP website product page. Only those items which appear on the Company's official RPP website product page will be eligible for purchase and overriding commissions (if they apply) in this RPP program. I agree and understand that I will not and do not operate as an employee of the Company but rather as Buy/Sell RPP Independent Affiliate Sales Associate (RPP Representative). I understand that I am solely responsible for filing any applicable tax returns and forms including but not limited to reporting all sales to the applicable taxing authorities, both federal and state, that apply to me or my business as it relates to this agreement and I am responsible for reporting and paying all fees and taxes that me or my business is responsible for as it relates to this agreement.

I understand and agree that in order to participate in the RPP Program, I must purchase the products from the Company at the current Distributor price published by the Company. I further agree to sell the products at the current Retailer price to retailers unless I have received written confirmation from the Company to sell to retailers at a price lower than the Company's current published retailer price. I understand that the Company, from time to time, may offer me a

promotional cash discount and/or a rebate with levels to be determined by the Company on any products that I purchase from the Company. I further agree to purchase a minimum of \$2,500.00 of products every month at the current distributor pricing published by the Company as a qualifying requirement to participate in the RPP program. I understand and agree that I must pay the Company for the products I purchase from it by electronic check, up front and before shipment of goods unless the Company decides to waive this requirement in writing to me. I understand that failure to meet the minimum monthly purchasing requirement described in this agreement may forfeit my ability to participate in the RPP program. I further agree that the Company is not obligated to accept the return of any goods for credit. The Company may, at its sole discretion, agree to take back goods and if the Company agrees to the return, I understand that the Company may apply a restocking charge and other terms of its reasonable choosing and I further understand that any return authorization must be provided in writing by the Company in order to be recognized and validated.

I understand that I may also sell the Products to Distributors of Tobacco products and agree that in this case, I may be compensated with a straight commission in the event that the Tobacco Distributor elects to purchase directly from the Company. If this is the case, then I agree and understand that no direct or overriding commissions apply unless the Company agrees to one in writing and if so, the direct commission offered by the Company to me shall not exceed 8%. I further understand that this maximum commission of 8% can only apply if the distributor purchases product from the Company directly and at the Company's current published distributor pricing.

In the event that I personally introduce and enroll another Buy/Sell RPP Independent Affiliate Sales Associate that is accepted by the Company to this RPP program, I am eligible to participate in a two level affiliate commissioned with overriding commissions on their purchases provided that I meet the qualifications required to earn overriding commissions. That requirement is defined as actively participating in the RPP program by selling the Products and purchasing a minimum of \$2,500.00 of the products monthly for resale to retailers and/or tobacco distributors. If I do not meet the minimum monthly purchasing requirement of \$2,500.00 I understand that I will waive all rights to any overriding commissions of others that I have introduced and enrolled as a Buy/Sell RPP Independent Affiliate Sales Associate. I understand that the Company may reinstate an overriding commission that I may lose solely at the Company's discretion. I further understand that the Company is in no way obligated to reinstate any overriding commission that I lose nor is the Company obligated to pay any retroactive commissions that may apply. The overriding commission level that I may earn on the 2nd and third level is determined by the Company's current and published commission payout and can change at any time at the sole discretion of the Company.

The Company reserves the sole right to approve the positioning of your business as it relates to overriding commissions. I agree that I will not position myself, my company nor another distributor or sales representative or sales entity without the approval of the Company.

**Additional Requirements To Participate:**

I agree and understand that I am required to participate in the function of actively establishing an active sales relationship between the independent retail stores in my assigned territory and the Company. I further agree and understand that any retail customer or distributor that I establish for the Company will be considered as an account of the Company at all times and that the business relationship that exists between the customer and inLife, LLC will remain intact whether I am representing inLife, LLC in any capacity or not. I agree that I may not sell or represent a competing brand of product to the market unless I receive permission in writing from the Company to do so. Violation of this condition may result in immediate termination of this agreement and forfeiture of all commissions due or all future commissions due.



There are no restrictions as to which retailers or distributors I can approach and sell the products to. However, the Company does ask and I agree that I will respect another RPP representative's presence at any retailer or distributor. I understand and agree that the Company, at its sole discretion, reserves the right to make any decision necessary to protect the interest of the Company and its products in the event a conflict between Buy/Sell RPP Independent Affiliate Sales Associates occur.

The following outlines the Company's expectations for my participation:

- A. To personally visit and introduce the inLife product line to retailers and or distributors in my territory
- B. To secure the first sale of inLife products to the retailers and or distributors in my territory
- C. To maintain ongoing sales with the retailers and or distributors in my territory
- D. To personally visit and check inventory levels with each of my retailers at a minimum of every 30 days.
- E. To personally conduct product demonstrations from time to time at my retailer locations (with the permission of the retailer) in an effort to introduce the product line to the retailers walk in customer base.

If I am not successful in meeting the requirements above, the Company may, at its discretion, remove me from the program with no further commissions payable for future orders. The Company will keep the option open to assign my position to another Buy/Sell RPP Independent Affiliate Sales Associate or may decide to keep the retail account as a "house" account controlled and owned solely by the Company.

**Termination:**

It is understood that this agreement may be canceled by either party by giving thirty (30) days prior ~~Written Notice~~, ~~Fax Transmission~~ by an authorized agent of either party or at any time for "cause." It is also understood that upon cancellation by either party, the regular commission will be paid on all shipments made on orders which were in our files and accepted prior to the cancellation date. This agreement will be in force for a period of 12 months, automatically renewed year after year. Cancellation of this agreement for any reason voids all future commission that may be claimed from the Company by me.

**Indemnification:**

I agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, subcontractors, agents, successors or assigns from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorneys fees) arising from my actions independently or as Buy/Sell RPP Independent Affiliate Sales Associate of the Company.

**General:**

This agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. The exclusive forum for any action arising hereunder is in a court of competent jurisdiction in the State of California. I acknowledge and agree that the parties hereto are independent contractors, and no agency, partnership, franchise, joint venture, or employer-employee relationship, is intended or created by this agreement. This agreement shall constitute the entire agreement between the parties hereto. This agreement, the rights granted hereunder, and shall not be assigned by me without the prior

written consent of the Company. Any waiver or modification of this agreement shall only be effective if it is in writing and signed by the Company. If any part of this agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall be interpreted so as to reasonably affect the intention of the parties.

I agree that I will not sell or market the product to minors or anyone who is not of the legal age allowed for smoking in the state or territory or region in which they live as it is illegal to do so. I further agree that I will not promote the products as a cigarette cessation device as it is illegal to do so. Failure to follow and or honor any of these restrictions may cause my immediate termination from the RPP program and I will be personally held responsible and bear all and full liability for such actions.

I am aware that the Company does have in place other agreements with manufacturer's representatives who sell the Products and I make no claim to their sales nor do I expect an overriding commission for their efforts. I am also aware that the Company does have direct sales of the Products in place and make no claim to their sales nor do I expect an overriding commissions on these sales. I agree and understand that I am not entitled to any commission, rebate or cash discount except as described in this agreement.

**Term:**

This agreement will be in force for a period of 12 months, automatically renewed year after year. Either party may terminate this agreement, unless for cause, by giving the other 30 day written notice of termination. Immediate termination can be exercised for cause.

inLife, LLC reserves the right to change the terms of this agreement at any time.