

Terms and Conditions for Product Promoters

These Terms and Conditions for Product Promoters constitute the agreement between you as a product promoter (“Product Promoter”, “Promoter” or “PP”) and Total Life Changes, LLC. (“TLC”). By applying and agreeing to become a Product Promoter, you are bound by these Terms, as well as the [TLC Promoter Compensation Program](#), the [TLC Privacy Policy](#), [TLC Shipping Policy](#), [TLC Return Policy](#), [TLC Terms of Use](#), [TLC Promoter Advertising Policy](#), TLC SmartShip Policy and the [Business Entity Form](#) (where applicable), all in their current form or as amended by TLC from time to time in its sole discretion (collectively, “the Terms” or “Promoter Agreement”).

PLEASE NOTE THAT THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER PROVISION. THESE AFFECT HOW DISPUTES BETWEEN YOU AND TLC WOULD BE RESOLVED. PLEASE READ THEM CAREFULLY.

1. Eligibility; Enrollment

You must be at least 18 years of age to become a Promoter, or older if legally required in the state, country or jurisdiction in which you reside.

You must enroll with a valid social security number, tax identification number, employer identification number or applicable taxpayer identification number. TLC will be unable to provide commissions if you provide invalid information.

You understand that you will become a Promoter only upon TLC’s acceptance of your application. TLC is under no obligation to accept your application and may reject your application to become a Promoter for any reason in its sole discretion.

2. Enrollment, Application Acceptance and Term Limit

Upon TLC’s acceptance of your application, you will be provided with a link to your replicated Promoter website. The initial term for a Promoter is one year.

You understand that every year on or about the anniversary of the date upon which TLC accepts your Promoter application, you must re-agree to these Terms for one more year. Failure to agree to the Terms will result in the suspension of your ability to act as a Promoter and earn compensation under the Promoter Compensation Program until such time as the Terms are signed. You will forfeit any commission you earn in the event that you fail to agree to the Terms and will be unable to recover that amount upon agreement.

3. Advertising and Promotions Rules

You will use and/or promote TLC products only in accordance with the TLC Promoter Advertising Policy, which is incorporated by reference into these Terms.

Specifically, you agree that you will (1) only make statements about TLC products that are truthful and not misleading; (2) only make claims about TLC products that are TLC-approved, as applicable; (3) not misrepresent the efficacy of any TLC product or your success as a Promoter; (4) include appropriate disclosures related to generally expected results, and (5) include disclosures identifying your relationship with TLC, such as “#ad,” or “#TLCPromoter.”

You may promote TLC products in conjunction with promoting another company’s products. However, you should review the policies and procedures of any other company whose products you are also promoting to ensure that you would not violate your agreement with that company by promoting TLC products.

You understand that no state attorney general or other regulatory authority has reviewed, approved, or endorsed TLC or any TLC product and you will not claim otherwise to anyone.

4. Promoter Compensation Program

You understand that the TLC Promoter Compensation Program is based upon sales of TLC products to consumers for consumption and not for re-sale or any other purpose.

Upon an eligible purchase of a product from your TLC-provided website, you will be entitled to receive a commission of 20% of the subtotal of the order, excluding taxes, and shipping and handling fees. You must enroll in TLC Pay to receive any commissions. TLC will not pay any commission payments until the cumulative amount of the daily commission owed is more than twelve US dollars (\$12.00). A \$1.00 processing fee will apply to each commission payment. To receive any commission, you must maintain an active account that is in good standing.

If for any reason your account becomes inactive, suspended, or terminated, you will not be eligible to receive any commission from TLC beginning on the date when your account status is no longer active or in good standing. In the event that a customer returns a product purchased from your TLC-provided website, or if TLC determines that the purchase was invalid, TLC will deduct the commission for the purchase from your outstanding commission balance or any future commissions, as applicable.

You acknowledge that neither TLC nor any individual or entity has made any claim, guarantee, warranty, or assurance that you will earn or achieve any level of success or income as a result of promoting TLC products.

You warrant and agree that you will not attempt to manipulate the TLC Promoter Compensation Program or defraud TLC in any way, including via the creation of phantom or invalid retail sales, nor will you cause anyone else to make a purchase of any TLC product without a valid purpose. TLC, at its sole discretion, may terminate or reassign any retail sales determined to have been created to manipulate the TLC Promoter Compensation Program or to increase potential commissions to anyone without a valid purpose.

You acknowledge and agree that TLC will have the right to reverse, recoup, recover or claw back any commissions that you have previously received on sales that have been refunded, reversed, credited back, cancelled, charged back or determined to be invalid. You further acknowledge and understand that TLC shall have the right, at its sole discretion, to withhold the payment of any potential commissions or bonuses, pending the verification of the validity of the underlying sale. TLC, at its sole discretion, may determine the validity or invalidity of any given sale or transaction.

5. Terms of Promoter Account

You may only maintain one financial interest in one Promoter account within TLC. You may not either as an individual, corporation, partnership, or other business entity apply for or become a Promoter separate from this application.

As a Promoter, you may not operate a separate Life Changer account. You acknowledge that you will not (1) sell TLC products or services as a Life Changer; (2) recruit or sponsor others to be Life Changers; or (3) be entitled to receive compensation of any kind under the TLC Compensation Plan for Life Changers.

6. Independent Contractor Status

As a Promoter, you are an independent contractor responsible for your own business, expenses, and costs. You will not be an employee of TLC. You will not be treated as an employee with regard to any laws covering employees, including but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, any employee benefits, or income tax withholding for any federal, state or local tax laws. It is your responsibility to pay self-employment, federal, state, or local taxes of any type as required by law. You are responsible for complying with any federal, state or local laws or regulations that may be applicable to your earnings as a Promoter.

7. Purchasing Product and SmartShip

Promoters may use his or her Promoter account to purchase products for personal use. TLC does not require Promoters to purchase any specific amount of product or inventory, nor does TLC require

Promoters to carry an inventory of products or sales aids. Any decisions regarding how much inventory to maintain is up to the Promoter in his or her sole discretion. While TLC discourages Promoters from purchasing more product than the Promoter can reasonably expect to sell in a given month and/or engaging in inventory loading, nothing in this section shall be construed to prevent Promoters from maintaining reasonable product on hand to service their customers.

SmartShip is TLC's monthly auto-delivery program. Much like a subscription-based service, SmartShip is designed to bring Promoters the convenience of having their favorite TLC products automatically delivered each month. For additional information, please refer to TLC's SmartShip Agreement.

8. Account Cancellation; Continued Use; Changes to the Program and Products

You understand that you may cancel at any time, for any reason, upon written notice to TLC at tlccompliance@totalifechanges.com. Once you notify TLC of your cancellation, you will immediately cease to accrue any rewards, privileges, rights, benefits, compensation or commissions, and must immediately cease all TLC-related activity.

You understand that your continued use and/or promotion of TLC products, usage of any TLC-provided website, and/or acceptance of any compensation from TLC indicates your continued agreement to these Terms as they exist and as they may be modified or amended in the future at TLC's sole discretion.

You understand that TLC is not obligated to offer any specific products and may update, expand, decrease, change, revise or modify the availability of any products at any time and at its sole discretion.

9. Intellectual Property and Content Rights and Restrictions

You may not use TLC trade names, trademarks or copyrighted material in any form, verbal, printed or otherwise, except in promotional or advertising material that has been prepared by TLC or which has received prior written approval from TLC.

You hereby grant TLC an irrevocable, sub-licensable, worldwide right and permission to use any work or product created by you as part of your participation as a Promoter. You authorize TLC to use your name, image, likeness and/or story in any TLC-related materials, advertising, promotion, websites or other media. You understand that you are not entitled to any compensation or remuneration for such use.

You will not directly or indirectly disparage, discredit or otherwise defame or portray in a negative manner TLC, TLC employees, owners, officers or directors, TLC Life Changers, TLC Customers, other Promoters and/or any person or entity associated with TLC. This includes any statements, written or oral, on the Internet, on social media, in response to any media inquiries or otherwise.

You understand that no TLC product may be copied, duplicated, reverse engineered, modified, altered, revised or changed in any way by you or on your behalf.

10. Miscellaneous Terms

You understand and acknowledge that TLC will investigate potential violations of these Terms and may take appropriate action, at its sole discretion, up to and including termination of your Promoter account. Actions taken may include suspension or termination of your Promoter account, reversal of commissions, removal of invalid or fraudulent sales, or any other action reasonably required by TLC to resolve the violation in TLC's sole discretion.

Outside of an Promoter's Replicated Website, Promoters may not list or sell TLC products or services on any online retail store, e-commerce site, or online auction site, including, but not limited to, Amazon, eBay, Craigslist, Poshmark, Etsy, Mercado Libre, etc. Additionally, Promoters may not (1) enlist or otherwise allow a third party to sell TLC products through or on any online retail store, e-commerce site, or online auction site or (2) sell products to a third party that the Promoter has reason to believe will sell such products on any online retail store, e-commerce site, or online auction site, or other unauthorized methods.

You understand and acknowledge that you are expressly prohibited from enticing or encouraging anyone to purchase products by making false or misleading statements about TLC products or TLC, or exerting pressure on customers to make purchases.

You understand that if any portion of these Terms is found to be invalid in a particular jurisdiction, the balance of all Terms, and any rules, regulations or requirements shall remain in full force. Any required exclusions, amendments or modifications made pursuant to this paragraph shall only apply to the extent needed and only in the jurisdiction where required.

You authorize TLC or any TLC-authorized representative to contact you by email, text message, instant message, fax, telephone or other appropriate device or media, for any purpose or matter relating to your being a Promoter for TLC. You understand that should you not wish to be contacted, you must affirmatively optout in the Communications tab in the i-Office Portal or by contacting Customer Support.

11. Termination

You agree that portions of these Terms pertaining to disparagement, confidentiality, arbitration, use of the trade names, trademarks, copyrighted material, internet use, no communications with media and/or the sale and distribution of TLC products will survive the termination of your Promoter position and/or your relationship with TLC.

You understand that should you voluntarily terminate your relationship with TLC, assuming you were otherwise in good standing, that you must remain inactive and wait a minimum of six (6) months before attempting to enroll with TLC again in any capacity. If your participation is terminated by TLC, you may be barred from participation with TLC in any capacity in the future, which determination shall be made in TLC's sole discretion.

12. Indemnification; Limitation of Liability

You agree to defend, indemnify and hold harmless TLC, as well as TLC's owners, officers, directors, employees, agents, consultants or any affiliated people or entities, from and against any and all claims, suits, damages, obligations, losses and expenses, including, but not limited to legal fees, arising out of your conduct as a Promoter, the violation of these Terms and Conditions, the violation of any other obligation or agreement that you may be bound by, or the violation of any applicable law, regulation, or statute. This includes, but is not limited to, arbitration costs, attorney's fees, regulatory proceeding costs, regulatory fines or penalties asserted against, suffered by or incurred by TLC by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, Promoter's activities, Promoter's breach of any terms of the Agreement or Promoter's violation or failure to comply with any applicable federal, state or local law, statute, code, regulation or ordinance.

You understand and agree that under no circumstances, shall TLC and/or its owners, officers, directors, employees, agents, consultants or any affiliated people or entities be liable to you for any claim whatsoever related to these Terms and Conditions. In no event shall TLC be liable for any incidental, special, exemplary, punitive, indirect or consequential damages for any and all claims, demands or actions resulting or arising from your conduct as a Promoter, these Terms, the function, operation or lack of function or any equipment, website software, delay of any shipment or an act or omission of any TLC related party, whether based in contract, tort, negligence, strict liability or any other cause of action. Damages will be limited to compensatory damages which shall not exceed the amount of legitimately obtained unsold TLC product owned by an Promoter or the actual amount of legitimately earned commissions or bonuses that may be due (after any permitted set-offs by TLC)..

13. Dispute Resolution, Arbitration, Class Action Waiver, and Jury Waiver

Although we hope that any dispute with you concerning your participation as a Promoter will not occur, we believe that when these disputes do arise it is in the mutual interest of all involved to handle them promptly and with minimal disturbance. Accordingly, to provide for more expeditious resolution of "Claims" between you and TLC, you agree to the following dispute resolution procedures.

- a. A "Claim" is any dispute or claim due to, related to, or arising out of your participation as a Promoter, any transaction or relationship between you and us resulting from your participation as a PI and/or purchase of products, including the purchase of TLC products as a Promoter, the information

provided in connection with your participation as a Promoter, and including, without limitation, tort and contract claims, claims based on any international, federal, state, or local statute, law, order, ordinance, or regulation made between you and TLC against one another's agent, employee, subsidiary, affiliate, predecessor in interest, successor, assign, parent, affiliate, subsidiary, or related company.

- b. **Informal Resolution.** Except where prohibited by law, or unless otherwise provided in this Agreement, you and TLC agree that as a prerequisite to proceeding with a Claim you and TLC agree to make a good faith effort at informally resolving any Claim. To initiate this process, the party asserting the Claim must provide the other party with written notice of the Claim by registered or certified mail (or other method as agreed to between the Parties), and shall describe in such notice, with reasonable particularity, the nature and basis of the Claim and the total amount of the Claim, if known at the time. Within thirty (30) calendar days of receipt of such notice, the party receiving the notice shall provide a written response which, with reasonable particularity, sets forth its position concerning the Claim. If the Parties are unable to resolve the Claim by good faith negotiations to be conducted within thirty (30) calendar days of the noticing party receiving the opposing party's response statement, the Parties shall proceed to negotiate for a nonbinding mediation pursuant to this Agreement.
- c. **Nonbinding Mediation.** Except where prohibited by law, or unless otherwise provided in this Agreement, if informal resolution efforts fail, a Claim must first be submitted for nonbinding mediation before a neutral third party (a single mutually agreed mediator). Unless otherwise agreed to between you and TLC, the mediation shall take place in Oakland County, Michigan. Selecting the mediator, the appropriate terms for mediation, and a date for mediation shall be negotiated in good faith between you and TLC. If you and TLC cannot agree to appropriate terms concerning the mediation after a good faith effort, you and TLC shall be entitled to proceed to arbitration.
- d. **Arbitration.** Except where prohibited by law, or unless otherwise provided in this Agreement, all Claims that fail to resolve in nonbinding mediation, as described above, shall be resolved by a final and binding arbitration.

If the arbitration is between TLC and a US resident, the arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The arbitration shall be conducted in the English language by one arbitrator. The AAA Rules are available online at www.adr.org. Unless otherwise agreed to between the Parties, the arbitration shall take place in Oakland County, Michigan.

If the arbitration is between TLC and a non-US resident, then the arbitration will be governed by the rules of the International Chamber of Commerce ("ICC") and will be administered by the ICC. The arbitration shall be conducted in the English language by one arbitrator. The ICC Rules are available online at www.iccwbo.org. Unless otherwise agreed between the Parties, the arbitration shall take place in Oakland County, Michigan.

YOU AND TLC ACKNOWLEDGE AND AGREE THAT ANY SUCH CLAIMS SHALL BE BROUGHT SOLELY IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING. YOU AND TLC FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. YOU AND TLC VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY THE COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY A MICHIGAN STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A

TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA").

BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL.

- e. **Confidentiality.** You also agree to keep and arbitration proceedings confidential and agree not to disclose any aspect of any arbitration proceedings, except as required by law.
- f. **Emergency Relief in Court.** Notwithstanding the Parties' agreement to submit all disputes to binding, individual arbitration, the Parties may seek emergency relief (such as a temporary restraining order or preliminary injunction) pursuant to the procedures set forth in the applicable arbitration rules (AAA Rules for disputes with a US resident LC or ICC Rules for a dispute with a non-US resident LC), or in accordance with such rules, before a court of competent.
- g. **Class Waiver / Agreement.** Separate and apart from the dispute resolution procedures set forth above, you agree to waive any right to bring or participate in any class action in any way related to, or arising from, this Agreement. You acknowledge that this class action waiver is material and essential to the arbitration of any disputes between you and TLC, and is non-severable from the **14. Agreement to arbitrate claims. YOU UNDERSTAND THAT BY AGREEING TO THIS AGREEMENT, WHICH CONTAINS THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST TLC, ITS AGENTS, OFFICERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS AND/OR ASSIGNS IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO THIS AGREEMENT AND CLASS ACTION WAIVER, YOU MUST TELL US IN WRITING AND NOT PARTICIPATE AS A Promoter AND/OR PURCHASE OUR PRODUCTS.**
- h. **Attorney's Fees.** Each party shall bear its own attorneys' fees and any other costs and expenses incurred in the resolution of any dispute without regard to the outcome.
- i. **Statute of Limitations.** Both TLC and Promoter agree that any action pursuant to this Promoter Agreement shall be brought within the shorter of one (1) year of the accrual of that action or the applicable statute of limitations for that action. It is further agreed that any cause of action will accrue on the date that the relevant goods or services were delivered or the relevant action occurred.

15. Governing Law; Compliance with All Laws; Severability; Conflicts; Notices

Any dispute arising out of or related to the Promoter Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of Michigan, without giving effect to conflicts of law principles.

In addition to compliance with TLC's Promoter Agreement, Promoters are responsible for complying with all applicable laws, rules, regulations, statutes, requirements or ordinances that may apply to their TLC independent business in any applicable jurisdiction, which may be any local area, town, city, county, state or country in which they reside or conduct business. It is the Promoter's responsibility to be aware of any such laws or regulations that may apply to them and/or their business.

You understand that any notice required in connection with these Terms and Conditions may be made by notice to the last known physical address or email address that you have maintained with TLC and you may send notice to TLC at its then current corporate address or at the designated email address for that purpose.

You understand that TLC's failure to exercise any rights under these Terms and Conditions does not constitute a waiver of TLC's rights to insist on compliance with these Terms and Conditions.

You agree that you may not transfer or assign any rights or privileges granted under these Terms and Conditions. You understand and acknowledge these Terms and Conditions constitute the entire agreement between you and TLC and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by an authorized representative of TLC or otherwise referenced in these Terms and Conditions.

If any provision of this Promoter Agreement or any documents included by reference therein, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid or the unenforceable portion of the provision shall be severed and only in the applicable jurisdiction that requires it. The remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Promoter Agreement or the relevant document incorporated by reference therein.

To the extent of any conflict between this Promoter Agreement and the Terms of Sale, this Promoter Agreement will prevail, as regard to subject matter covered herein.

By checking this box, you acknowledge that you have read and agree to all Terms and Conditions set forth:

Electronic Signature _____