

## TERMS & CONDITIONS- USA

These Terms and Conditions govern the purchase, sale, and marketing (collectively, the “Sale”) of products and services supplied to you by LifeWave, Inc. (“**LifeWave**”), a direct selling company registered in Utah, including general wellness patches, cosmetics, skincare goods, natural health products, and such other products or services as may be marketed from time to time (the “Products”).

1. I have carefully read and agree to comply with the LifeWave Policies and Procedures and the LifeWave Compensation Plan, both of which are incorporated into and made a part of this Application and Agreement’s Terms and Conditions (these three documents shall be collectively referred to as the “Agreement”).
2. I understand that I must not be in violation of the Agreement to be eligible for bonuses or commissions from LifeWave.
3. I understand that these Terms and Conditions, the LifeWave Policies and Procedures, and the LifeWave Compensation Plan such as may now exist or hereafter be amended, constitute the complete and binding agreement and understanding between LifeWave and me.
4. My rights as a Brand Partner are set forth in the Agreement.
5. I agree to present the LifeWave Compensation Plan and LifeWave products and services as set forth in the Policies and Procedures.
6. I agree that as a LifeWave Brand Partner I am an independent contractor, as more fully described in Appendix A of the Policies and Procedures.
7. The term of this Agreement is one year. The renewal policies are explained in section 1.3 of the Policies and Procedures.
8. I may return or exchange product according to the policies set forth in Appendix B of the Policies and Procedures.
9. All disputes and claims relating to the Agreement shall be processed according to Appendix A of the Policies and Procedures.
10. The Parties consent to jurisdiction and venue before the United States District Court for the District of Utah (if federal court jurisdiction exists) or a state court in Salt Lake County, State of Utah, for purposes of enforcing an award by an arbitrator or any matter not subject to arbitration.
11. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. **Louisiana Residents:** Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

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Mail the completed and signed original Application and Agreement to LifeWave, Inc., Application Dept., 1501 South 40 East, Suite 330, Provo UT 84606, or Fax to +1 (858) 459-9876.

**If the Application is faxed, you must fax both the front and back of the Application.**

*Revised 30 Nov 2023*