

Life Development of Canada, LP
 c/o 800-444 St. Mary Ave.
 Winnipeg, MB R3C 3T1
 mainhomepage.com



LIFE # _____
 CONNECTOR LIFE # _____
 CONNECTOR NAME _____

Life Independent Member Application and Agreement - Canada

Applicant Information

First Name _____ Last Name _____ *You will have to provide your SIN# upon first login to mainhomepage.com
 E-mail _____ DOB _____ Tel # _____
 Spouse:
 First Name _____ Last Name _____ E-mail _____ Tel # _____
 Street Address _____ City _____ Province _____ Postal code _____

Sponsor Information

First Name _____ Last Name _____ Life # _____
 Tel # _____ E-mail _____

Life Enrollment

Financial Fitness Program

Available Digital and Physical Formats

Contains:

- * Financial Fitness Book
- * Financial Fitness Decal
- * Financial Fitness Workbook
- * 8 Educational Audios
- * Financial Fitness Flyer

Options:

English Spanish French

Digital Physical

*Purchase of the Financial Fitness Program is optional.

Enrollment Fee	\$	25.95	_____
Financial Fitness Program*- \$156.00(100 PV)	\$		PV
Financial Fitness Services	\$		PV
Total Personal Development	\$		PV
GST / HST	\$		_____
PST	\$		_____
Shipping & Handling	\$		_____
TOTAL	\$		PV



Optional 30-day delayed billing when enrolling in FFS or TPD upon initial enrollment as a Life Member.

Financial Fitness Services - \$78* Pay today
 **+\$25 Annual Fee Delay billing for 30 days
 \$103 total for 1st month billing

Total Personal Development - \$78 Pay today
 Delay billing for 30 days

Automatic Renewal (Optional)

You must renew your Life Member Agreement on each anniversary date of your agreement. If you do not renew your Member Agreement, it will be canceled and you will lose all rights as a Member, including rights to future compensation. So you don't inadvertently forget to renew and lose these benefits, Life offers an optional automatic renewal program at a rate of \$15 per year. Standard retail pricing is \$19.

- Yes, please automatically renew my Member Agreement on each anniversary date of my enrollment and charge my renewal fee to my credit card.
- No, I do not want to participate in the automatic renewal program. I understand that it is my responsibility to renew my Agreement.

(The Automatic Renewal Program requires payment via credit card)

Payment Information GST Registration Number: 80285510 RT0001

MasterCard Visa MasterCard Debit Visa Debit
 Name as it appears on card: _____
 Card No. _____ Exp. Date _____ Security Code _____
 Billing Address (Check if same as above)
 Street Address _____ City _____ State _____ Postal Code _____

I have carefully read the Terms and Conditions on the back of this Independent Member Application and Agreement, the Life Policies and Procedures, and the Life Compensation Plan, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my Membership at any time, with or without reason, by sending written notice to the Company at the above listed address. If married, we understand and agree that applicant's spouse is a co-Member and co-owner of this Life business.

Applicant's Signature _____ Date _____
 Spouse's Signature _____ Date _____

Upon completion of this application, the registration process will be finalized upon your first login to the website at mainhomepage.com. At that time, you will be asked to validate your registration by accepting the Terms of Service (TOS), adding your SIN#, and creating a new password before the acceptance of this application is complete.

A Copy to be Retained by Applicant

User Name _____ Temporary Password _____

Terms and Conditions

1. I understand that as a Life Development of Canada, LP Member:
 - a. I have the right to purchase for sale and to arrange for sale Life products and services in accordance with these Terms and Conditions.
 - b. I have the right to sponsor persons in Life.
 - c. If qualified, I have the right to earn commissions pursuant to the Compensation Plan.
2. I agree to present the Life Compensation Plan and Life products and services as set forth in official Life literature.
3. I agree that as a Life Member I am an independent contractor, and not an employee, partner, agent, or franchisee of Life. I acknowledge that the terms of my legal relationship with Life are set out in the Policies and Procedures. I agree that I will be solely responsible for paying all income tax and all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **I UNDERSTAND THAT I AM NOT AND SHALL NOT BE TREATED AS AN EMPLOYEE OF Life FOR TAX OR ANY OTHER PURPOSES. Life is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions taxes or contributions for workers compensation, unemployment insurance or security benefits of any kind.**
4. I am competent and of legal age to enter into this binding contract and I have carefully read and agree to comply with the Policies and Procedures and the Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). If I have not yet reviewed the Policies and Procedures at the time I sign this Agreement, I understand that they are posted at mainhomepage.com, and in my Back Office. I will review the Policies and Procedures within three days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures, my sole recourse is to notify the company and cancel this Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Life. I understand that the Policies and Procedures and/or the Compensation Plan may be amended at the sole discretion of Life, and I agree to abide by all such amendments. Notification of amendments shall be posted on Life Leadership's website OR in my Life Back Office. Amendments shall become effective 30 days after publication. The continuation of my Life business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. There is only one revenue generating event for a Member, namely the sale of Life products and services to retail customers by the Member or by the Member's Downline Organization. The Member acknowledges that all commissions and other remuneration shall be ultimately based on the resale of products and services to customers. No commissions or other remuneration shall be paid for the mere sponsorship or enrollment of any other Member, or any training, motivation or marketing efforts of the Member. Members are strictly prohibited from making or representing that compensation is payable for anything other than the resale or volume of sales of product or services.
6. Other than the Business Registration Fee and the Annual Renewal Fee, I understand that there is no financial or purchase requirement to become a Member or to enter, maintain, or advance in the Compensation Plan. In order to familiarize new Members with products, services, sales techniques, sales aids, and other matters, and for the sole purpose of facilitating sales, Life requires that Members pay an initial Business Registration Fee (and thereafter an annual renewal fee), which entitles Members to all materials necessary to operate a business via the Life website including access to electronic registration and order forms, policies, plan documents, product information, and product sales and support materials. These materials are supplied by Life at or below its cost price. The Business Registration Fee and the Annual Renewal Fee may be refunded on a pro rata basis pursuant to the terms of the Member Buy-Back Policy in the Policies and Procedures.
7. I understand that if I fail to comply with the terms of the Agreement, Life may, at its discretion, take any appropriate action as set forth in the Policies and Procedures. I understand that the appropriate actions include (but are not limited to) withholding from a Member all or part of the Member's bonuses and commissions during the period that Life is investigating a breach, default or violation of the Agreement, and that, if my Agreement is terminated, bonuses and commissions withheld during the investigation period will be deemed not to have been earned and owed, and the Member will not be entitled to recover them.
8. I am strictly prohibited from purchasing products in commercially unreasonable amounts, and my obligations in this respect are set out in the Policies and Procedures.
9. I acknowledge that Life has a commercially reasonable buy-back guarantee set out in the Policies and Procedures. My signature above signifies that I am aware of this buy-back guarantee, and have been informed of the existence of the buy-back guarantee, and the manner in which it can be exercised.
10. Life, its general and limited partners and/or affiliated companies, owners, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Life and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Life and its affiliates from all liability arising from or relating to the promotion or operation of my business and any activities related to it (e.g., the presentation of products or the Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Life for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
11. I understand that Life reserves the right to enter into sales tax collection agreements with the federal and provincial taxing authorities, which could relieve me as a Member of the burdens of collecting and remitting sales taxes including GST/HST, QST and applicable PST, and the filing of sales tax returns. Where Life chooses to enter into a sales tax collection agreement, I agree that Life may jointly elect on my behalf to have the applicable procedures, including section 178 of the Excise Tax Act, apply where approval has been granted by the applicable tax authority. Where applicable, Life will notify me of such agreements, and will charge and pre-collect sales taxes accordingly.
12. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.
13. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario without regard to principles of conflicts of laws. The dispute resolution process applicable to claims between Members arising out of or relating to the Agreement and/ or the Life business requires participation in informal resolution, and if that is not successful, non-binding mediation (absent requests for injunctive or equitable relief), and if mediation is unsuccessful, binding arbitration, as is more fully described in Section 8 of the Policies and Procedures. In the event of a dispute between a Member and Life arising out of or relating to the Agreement and/ or the Life business, the parties shall attempt in good faith to resolve the dispute through non-binding mediation (absent requests for injunctive or equitable relief), as more fully described in Section 9 of the Policies and Procedures, but Life shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Member. If mediation does not resolve the issue, and if the Member or the Company initiates an action against the other in a court of law having jurisdiction under Section 9.7 of the Policies and Procedures or in arbitration through the Canadian Arbitration Association pursuant to Section 9.6 of the Policies and Procedures, the party against whom the action is commenced (whether the Member or the Company) may decide whether the claim is to be resolved in court or arbitration. If the electing party chooses arbitration, the Member and the Company agree to resolve and settle the dispute by binding arbitration pursuant to Section 9.6 of the Policies and Procedures. Please refer to Sections 8 and 9 of the Policies and Procedures for a more detailed explanation of these procedures and requirements. This clause does not specify any waiver of any rights of Alberta Customers under the Fair Trading Act.
14. **A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to Life at its principal business address. Where a Member has provided a written cancellation notice pursuant to the Member Application and Agreement, the Member will receive a pro-rata refund on the Business Registration Fee, or the Annual Renewal Fee, paid for that year, based on the number of months remaining on their Registration or Renewal. A cancellation notice shall be effective on the last day of the calendar month in which it is received.**
15. Any cause of action (whether in court or arbitration) arising out of or relating to the Agreement and/ or the Life Business must be commenced within one year from the date of the alleged conduct giving rise to the cause of action, as more fully explained in Sections 8 and 9 of the Life Policies and Procedures.
16. I authorize Life to reproduce my name, photograph, video, personal story, testimonial, and/or likeness in advertising or promotional materials, including but not limited to use on online forums, and waive all claims for remuneration for such use. I further consent to Life sending me email messages, text messages or notifying me by telephone or facsimile regarding its products, service, Compensation Plan and other topics that Life determines may be of interest or benefit to me. I agree that my receipt of such messages will not be deemed a violation by Life of any federal or provincial legislation or regulations.
17. As an inducement for Life to enter into this Agreement and in consideration of the mutual covenants contained therein, Member agrees that during the term of this Agreement and for a period of six months thereafter, Member will not, directly or indirectly, on their own behalf or on the behalf of any other person or entity, solicit, recruit or attempt to recruit any Life advisor, manager, employee, customer or vendor of Life (A) to enter into any business relationship with any other direct sales or network marketing company or individual or (b) to terminate or alter his or her business relationship with Life.
18. The term of this Agreement is one year. If I fail to annually renew my Life business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Member. I shall not be eligible to sell Life products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former Downline Organization. **In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to any property rights, to my former Downline Organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former Downline Organization.**
19. Life reserves the right to terminate all Member Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) terminate distribution of its products and/or services via direct selling channels. Member may cancel this Agreement at any time, and for any reason, upon written notice to the principal business address.
20. The sale, transfer or assignment of a Life business is subject to certain limitations. Any attempt to transfer or assign the Agreement without the express written consent of Life renders the Agreement voidable at the option of Life and may result in termination of my business.
21. The Agreement, in its current form and as amended by Life at its discretion, constitutes the entire contract between Life and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
22. The Company never waives the right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Life to exercise any right or power under the Agreement or to insist upon strict compliance by a Member with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Life Leadership's right to demand exact compliance with the Agreement.
23. In the case of married couples, whenever the singular is used, e.g. "I", it shall be construed to also include the plural, e.g. "we".
24. If there are any inconsistencies between these Terms and Conditions and the Policies and Procedures, the Life Policies and Procedures shall control.