

## **AmpLIFEi™**

### **VIP AGREEMENT**

#### **1. Authorization and Contract;**

By executing the Amplifei™ VIP Agreement (“Agreement”), you apply for legal authorization to become a Amplifei™ VIP and enter into contract with Amplifei Holdings Canada ULC hereinafter “Amplifei™.” You acknowledge that prior to signing you have received, read, and understood the Amplifei™ Income Disclosure Statement; that you have read and understood the Amplifei™ Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on the Amplifei™ website; and that you have read and agree to all terms set forth in this Agreement. Amplifei™ reserves the right to reject any application for any reason within thirty (30) days of receipt.

#### **2. In the event of cancellation or termination;**

You waive all rights you have, including, but not limited to, property rights, rights to your former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of your former downline organization.

#### **3. Amplifei™ reserves the right to terminate all VIP Agreements upon thirty (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.

4. **VIPs may cancel this Agreement at any time, and for any reason, upon written notice to Amplifei™ at its principal business address.**

5. **Independent Contractor Status;**

It is expressly understood that as a VIP Member you will be an independent contractor and this Agreement does not constitute a sale of a franchise and this Agreement is not intended and shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Company and you.

Except to the extent necessary to comply with legal requirements and/or protect the Company's intellectual property and brand reputation, Company does not exercise control over the manner or means by which VIP Members sell Company products, enroll others into the program or otherwise operate their VIP business. As a VIP Member you are responsible for your own business activities with sole control over your time commitment, and the manner and means of your performance under this Agreement. You shall have the right to sell the products and services offered by the Company in accordance with the terms of this Agreement. As a VIP Member, you ultimately rely on your own independent skills in conducting your business and bear the full risk of loss in your business. The Company will not provide you with a place of business, and if you desire a place of business other than your own residence, you will be responsible for procuring, furnishing, equipping, and paying for such place of business. You have no authority to bind the Company to any obligation. You must not state to any prospective VIP Member that they will become an employee of Company. There is no guarantee that there is or ever will be a market for the Company products or that VIP Members will earn income or will not lose money.

You understand that you are not eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Company to its employees. The Company is not responsible for withholding, and shall not withhold or deduct from the compensation payable to you hereunder, taxes of any kind, unless such withholding becomes legally required. As an independent contractor of the Company, you shall not be entitled to workers compensation, unemployment compensation or paid vacations/holidays. You acknowledge that Company is not responsible for income withholding and that it will not withhold or deduct any tax from any compensation you receive from Company commissions or bonuses. You understand and agree that you are responsible for and will (i) pay all applicable federal and provincial withholding taxes, source deductions, PST, GST, HST, income tax, other taxes, employment insurance premiums, Canada pension plan contributions, worker's compensation contributions or provincial employee health tax contributions and other levies, premiums and licence fees related to your compensation and activities as an VIP Member, and (ii) at your own expense, complete all filings, and obtain such licenses as are required by applicable federal, provincial and local laws, rules and regulations, with respect to your activities as a VIP Member. As a self-employed independent contractor, you are also responsible for complying with any applicable federal, provincial, or local legal requirements (including licensing). You have no authority to bind the Company to any obligation.

6. **Refunds and Product Return;**

If for any reason an Amplifei™ product does not meet your expectations, simply return it within thirty days of purchase for a 100% refund of the product price, excluding shipping and handling.

Product that is in resalable condition (i.e., unused, unopened, not expired) can be returned within twelve (12) months of purchase for a 90% refund of the product price, excluding shipping and commissions previously earned.

Shipping costs associated with returning product are the responsibility of the Customer/VIP returning the product. Any commissions and bonuses paid on the sale of returned product will be reclaimed from the VIP(s).

- A. All returns, whether by a Customer, or VIP, must be made as follows:
  - I. Obtain Return Merchandise Authorization ("RMA") from Amplifei™ by submitting an email to support@amplifei.com.
  - II. Ship items to the address provided by Customer Service at Amplifei™ when you are given the RMA number;
  - III. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA;
  - IV. All returns must be shipped to Amplifei™ pre-paid, as Amplifei™ does not accept shipping collect packages. If returned product is not received at Amplifei™, it is the responsibility of the Customer or VIP to trace the shipment before product credit will be applied.
- B. The return of \$500 or more of products accompanied by a request for a refund within a calendar year, by a VIP, may constitute grounds for involuntary termination.
- C. With international orders, it is highly recommended to double check the personal information (name, address, phone number and email) before submitting the order, as once the shipment is in the care of the US post office or shipping carriers, it is out of our hands and it is impossible to make changes and we are not responsible for missed deliveries, lost, or returned packages.
- D. The Customer or VIP, acknowledge responsibility of, and agree to abide by your country's import laws and restrictions and agree to assume total responsibility for confiscated lost delayed or destroyed shipments due to import restrictions, confiscations delayed inspections etc. We request that if in doubt, you contact your customs office and ask about import regulations and restrictions before placing your order.
- E. Any commissions and bonuses paid on the sale of returned product will be reclaimed from the upline/Sponsor.

## **7. Presenting the Income Opportunity;**

You agree when presenting the Amplifei™ Income Opportunity to present it in its entirety as outlined in official Amplifei™ materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume.

In presenting the plan to prospects, you agree not to utilize any literature, materials, or aids not produced or specifically authorized in writing by Amplifei™.

You agree to instruct all prospective VIPs to review the Amplifei™ Income Disclosure Statement.

**8. Selling Product;**

You agree to make no representations or claims about any products or services beyond those shown on product labels and/or in official Amplifei™ literature. In particular, no VIP may make any claim that Amplifei™ products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. You further agree to sell products available through Amplifei™ only in authorized countries and its territories.

**9. Proprietary Information and Trade Secrets;**

You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by Amplifei™, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the Amplifei™ business including, without limitation, VIP lists, sponsorship trees, and all Amplifei™ VIP information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Amplifei™, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Amplifei™, Amplifei™ grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS(line of sponsorship) information, business reports, manufacturing and product developments, and VIP sales, earnings and other financial reports to facilitate your Amplifei™ business.

**10. No Violation of Previous Agreement;**

You agree that you are not currently in material breach of, and will not during the term of this Agreement be in material breach of, any other contract, obligation, or covenant that would affect your ability to perform hereunder, and as a result of entering into this Agreement, will not materially breach any contract, obligation, or covenant (such as a covenant not to compete located in a prior agreement).

**11. Images / Recordings / Consents;**

You agree to permit Amplifei™ to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Amplifei™ for any Lawful Purpose, And Without Compensation.

**12. Modification of Terms;**

With the exception of the dispute resolution section in Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in the Policies and Procedures.

**13. Jurisdiction and Governing Law;**

The formation, construction, interpretation, and enforceability of your contract with Amplifei™ as set forth in this VIP Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Texas without regard to conflict of law provisions.

**14. Dispute Resolution;**

All disputes and claims relating to Amplifei™, its products and services, the rights and obligations of a VIP and Amplifei™, or any other claims or causes of action relating to the performance of either a VIP or Amplifei™ under the Agreement or the Amplifei™ Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Texas or such other location as Amplifei™ prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. Additionally, you agree not to initiate or participate in any class action proceeding against Amplifei™, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a VIP of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Amplifei™ from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction, or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

**15. Time Limitation;**

If a VIP wishes to bring an action against Amplifei™ for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. VIP waives all claims that any other statutes of limitations apply.

**16. Miscellaneous;**

If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Amplifei™ and supersedes any prior agreements, understandings, and obligations between you and Amplifei™ concerning the subject matter of your contract with Amplifei™.

**17. Language;**

The parties have required that this Agreement and all documents and notices resulting from it be drawn up in English. Les parties aux présents ont exigés que la présente convention ainsi que tous les documents et avis qui s'y rattachent ou qui en découleront soit rédigés en la langue anglaise.