

Independent LA Life Coach Agreement – U.S.

1. I understand that LA Slim Life, LLC and its affiliates and assigns (hereinafter “LA Weight Loss” or “Company”) reserves the right to reject the application of any prospective Independent LA Life Coach (“LA Life Coach” or “Coach”) at its discretion.
2. I certify that:
 - a. I am at least 18 years of age;
 - b. I have never been convicted of, or plead no contest to, a felony charge;
 - c. I am legally authorized to engage in the activities described in this Agreement.

I understand that, if I am unable to certify any of the aforementioned statements, I am ineligible to be an LA Life Coach and that LA Weight Loss may terminate my Independent LA Life Coach Agreement and independent business.

3. If LA Life accepts my application, I understand that:
 - a. I have the right to solicit orders for LA Weight Loss products in accordance with these terms and conditions. I understand that it is within the exclusive right of LA Weight Loss to accept or reject orders that I submit.
 - b. I have the right to sponsor applicants to become Coaches with LA Weight Loss.
 - c. If qualified, I have the right to earn commissions pursuant to the LA Weight Loss Compensation Plan.
4. I agree to present the LA Weight Loss Compensation Plan and LA Weight Loss products, programs and services as set forth in official LA Weight Loss literature.
5. LA Life Coach shall pay a one-time Start Up Access Fee of \$149.00 upon executing and approval of this Agreement to obtain access to Sales, Promotional and Marketing Materials including digital marketing templates and an email address as well as proprietary Plan and Product Resource information. The Start Up Access Fee will be drafted from your bank account listed on your EZ Pay Authorization Form.
6. I agree that as an LA Life Coach I am an independent contractor, and not an employee, partner, legal representative, or franchisee of LA Weight Loss. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, Internet and other business expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF LA WEIGHT LOSS FOR FEDERAL OR STATE TAX PURPOSES. LA Weight Loss is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind unless compelled to do so by law. I understand that I am not entitled to workers compensation or unemployment security benefits or other employee benefits of any kind from LA Weight Loss.**

7. The LA Weight Loss Policies, the Procedures, the LA Weight Loss Compensation Plan, and any applicable addenda to these terms and conditions, are incorporated into and made a part of these terms and conditions (these documents shall be collectively referred to as the "Agreement"). In addition, throughout the Agreement, LA Weight Loss and the Coach may each be referred to as a "Party" and collectively as "Parties"). If I have not yet reviewed the Policies, the Procedures, Compensation Plan, and any applicable addenda at the time I execute this Agreement, I will review the Policies within five (5) days from the date on which I electronically or physically execute this Agreement. If I do not agree to the Policies or any other provisions of the Agreement, my sole recourse is to notify the Company and cancel my Independent LA Life Coach Agreement. Failure to cancel constitutes my acceptance of the Agreement. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from LA Weight Loss.
8. I understand that the Agreement may be amended at the sole discretion of LA Weight Loss, and I agree to abide by all such Amendments ("Amendments"). Amendment(s) shall become effective thirty (30) days after notice of the Amendment(s) via email, but amended Policies shall not apply retroactively to conduct that occurred prior to the effective date of the Amendment. The continuation of my LA Weight Loss business or my acceptance of bonuses or commissions after the effective date of any Amendments shall constitute my acceptance of any and all Amendments.
9. An LA LIFE Coach may be terminated without prior warning for violating any of the terms of the Agreement. Notice of the termination, citing the reason(s) for the action, shall be provided in writing to the LA LIFE Coach and delivered either through a back office ticket or email from LA WEIGHT LOSS. Termination shall be effective as set forth therein, and shall be final if a timely appeal is not provided by the LA LIFE Coach and received by the Compliance Department in accordance with the appeal procedure set forth below. In the event that LA WEIGHT LOSS deems it necessary to terminate an individual's LA LIFE Coach account, the termination shall render the terms of the Agreement between LA WEIGHT LOSS and such LA LIFE Coach null and void effective as of the date of such termination except that any provision of this Agreement which by its terms is intended to apply in whole or part after a termination of this Agreement shall survive such termination and continue in full force and effect.

10. LA WEIGHT LOSS reserves the right at any time to terminate the Agreement with respect to any LA LIFE Coach for convenience in its sole discretion upon a thirty (30) day written notice to such LA LIFE Coach. Cancellation shall be effective 30 days following the date on which written notice is delivered to such LA LIFE Coach through a back office ticket or email from LA WEIGHT LOSS. LA WEIGHT LOSS shall not be required to have any reason or to prove any cause in order to terminate the Agreement with any LA LIFE Coach pursuant to this clause (b). If and when any LA LIFE COACH Agreement is terminated, the Promoter shall have no claim against LA WEIGHT LOSS, its affiliates or their respective officers, directors, agents, employees, servants and representatives, nor any right to claim or collect any direct, indirect, incidental, consequential, reliance or special damages by virtue of such termination, including damages from harm to business, lost profits, lost revenues or lost opportunities. Termination will result in the loss of all benefits as a LA LIFE COACH except those accrued as of immediately prior to such termination unless such benefits were accrued by fraud or in violation of LA WEIGHT LOSS policies. The terms hereof are in satisfaction of any and all statutory and common law claims, including without limitation any right to reasonable notice of termination of the LA LIFE COACH Agreement.
11. A LA LIFE COACH may terminate the Agreement with respect to such LA LIFE COACH at any time upon written notice to LA WEIGHT LOSS which shall be sent through a back office support ticket or email.
12. An LA Life Coach may not assign his/her/its rights under the Agreement without the prior written consent of LA Weight Loss. Any attempt to transfer or assign the Agreement without the express written consent of LA Weight Loss renders the Agreement voidable at the option of LA Weight Loss and may result in termination of the relevant Coach's business.
13. I understand that if I fail to comply with the terms of the Agreement, LA Weight Loss may impose upon me disciplinary sanctions as set forth in the Policies. LA Weight Loss shall not be required to go through the Dispute Resolution Policy prior to issuing disciplinary action.
14. The Agreement, in its current form and as amended by LA Weight Loss at its discretion, constitutes the entire contract between LA Weight Loss and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
15. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.
16. 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.
17. All disputes between the Parties shall be resolved pursuant to the Dispute Resolution Policy outlined in the LA Weight Loss Policies.

18. THE PARTIES WAIVE THEIR RIGHTS TO HAVE A DISPUTE TRIED BEFORE A COURT OR JURY EXCEPT AS SET FORTH IN THE DISPUTE RESOLUTION POLICY.

19. Maryland Residents:

A Coach may cancel the Agreement for any reason within three (3) months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant.

20. Montana Residents: A Montana resident may cancel his or her Independent LA Life Coach Agreement within fifteen (15) days from the date of enrollment, and may return his or her starter kit and any products he/she purchased for a full refund within such time period.

21. Louisiana, Massachusetts and Wyoming Residents:

should you cancel your Independent LA Life Coach Agreement, LA Weight Loss will refund 90% of your purchase price for any administrative fees you have incurred during the current year upon receipt of your written request.

22. Puerto Rico Residents: You may cancel this Agreement at any time within ninety (90) days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Your cancellation must be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: (a) Reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; (c) Return 90% of any sum paid by you for the purpose of participating in the business.

23. I agree to release LA Weight Loss and its affiliates from all liability arising from or relating to my promotion or operation of my LA Weight Loss business and any activities related to it (e.g., the presentation of LA Weight Loss products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify LA Weight Loss for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

24. A participant in this direct selling plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.

25. If a Party wishes to bring an action against the other Party for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date (i) on which the act or omission giving rise to the claim occurred, or (ii) on which the Party knows, or through reasonable diligence should know, of the conduct giving rise to the cause of action, whichever is later. Failure to bring such action within such time shall bar all claims against the other Party for such act or omission. The Parties waive all claims that any other statute of limitations applies.

26. I grant LA Weight Loss an irrevocable license to reproduce and use my name, photograph, recording, video, image, personal story, testimonial, and/or likeness (collectively "image") in its advertising or promotional materials, including but not limited to use in on-line forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished images of me used by LA Weight Loss.

Sponsor (Print Name. If none, then we will assign you one)

Agreed to and accepted by:

Independent LA Life Coach

Date

Black Legs, LLC dba LA Weight Loss and Wellness

Date