



# INDEPENDENT AMBASSADOR APPLICATION

Fax or email this form to My Lifes Simple™ Email: support@mylifessimple.com or Fax: 704-658-0639

## MY LIFES SIMPLE™ AMBASSADOR AGREEMENT TERMS & CONDITIONS

- 1. Authorization & Contract** - By executing the My Lifes Simple™ Ambassador Agreement ("Agreement"), you apply for legal authorization to become a My Lifes Simple™ business owner & enter into contract with FTR Global, LLC ("My Lifes Simple™"). You acknowledge that prior to signing you have received, read & understood the My Lifes Simple™ Income Disclosure Statement & the My Lifes Simple™ Policies & Procedures, which are incorporated into this Agreement & made part of it as if restated in full, as posted on MyLifesSimple.com/rep, & that you have read & agree to all terms set forth in this Agreement. My Lifes Simple™ reserves the right to reject any application for any reason within 30 days of receipt.
- 2. Expiration, Renewal, Termination & Cancellation** - The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies & Procedures). If you fail to annually renew your My Lifes Simple™ business, at the cost of \$99.99, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Ambassador. You shall not be eligible to sell My Lifes Simple™ services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization & to any bonuses, commissions or other remuneration derived through the sales & other activities of your former downline organization. My Lifes Simple™ reserves the right to terminate all Ambassador Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. Ambassador may cancel this Agreement at any time, & for any reason, upon written notice to My Lifes Simple™ at its principal business address. My Lifes Simple™ may cancel this Agreement for any reason upon 30 days advance written notice to Ambassador. My Lifes Simple™ may also take actions short of termination of the Agreement, if the My Lifes Simple™ Ambassador breaches any of its provisions. In order to remain active an Ambassador must place a commissionable order within every 6-month timeframe. Ambassadors that have not placed a commissionable order within a 6-month timeframe will face cancellation of their account.
- 3. Independent Contractor Status** - You agree this authorization does not make you an employee, agent, or legal representative of My Lifes Simple™ or your Sponsoring Ambassador. As a self-employed independent contractor, you will be operating your own independent business, buying & selling services available through My Lifes Simple™ on your own account. You have complete freedom in determining the number of hours that you will devote to your business, & you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. It is your sole responsibility to account for such income on your individual income tax returns.
- 4. Presenting the Plan** - You agree when presenting the My Lifes Simple™ Compensation Plan to present it in its entirety as outlined in official My Lifes Simple™ materials, emphasizing that product sales to third-party customers are vital towards receiving compensation. In presenting the plan, it's important to make clear that the products are not being purchased for bonus qualifications. Rather, products are purchased for sampling, selling and demonstration purposes, as well as personal consumption. You agree to abide by the 70% rule regarding the purchase of products. You do not receive any compensation for recruiting other Ambassadors and only compensated from sales of My Lifes Simple™ products and services.
- 5. My Lifes Simple™ Proprietary Information & Trade Secrets** - You recognize & agree that, as further set forth in the Policies & Procedures, information compiled by or maintained by My Lifes Simple™, 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 My Lifes Simple™ business including, without limitation, Ambassador lists, sponsorship trees, & all My Lifes Simple™ Ambassador information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique & proprietary trade secret of My Lifes Simple™, which it keeps as proprietary & confidential & treats as a trade secret. During the term of your contract with My Lifes Simple™, My Lifes Simple™ grants you a personal, non-exclusive, non-transferable & revocable right to use trade secret, confidential, & proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing & service developments, & Ambassador sales, earnings & other financial reports to facilitate your My Lifes Simple™ business.
- 6. Non-Solicitation Agreement** - In accordance with the Policies & Procedures, you agree that during the period while you are an Ambassador, & at any time following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other My Lifes Simple™ Ambassador to enroll into any other MLM/Direct Sales Company or to compete with the business of My Lifes Simple™ for a period of two years.
- 7. Honoring Contracts** - My Lifes Simple™ honors other company's contracts and agreements and expects its Ambassadors to operate with the same level of integrity. You recognize and agree to operate your business with the same level of integrity and will respect and honor any legal or contractual obligations you may have with another company.
- 8. Defamation** - During the period in which you are an Ambassador or at any time following resignation, cancellation, or termination of your Ambassador account, you will not engage in any defamatory behavior including, but not limited to making disparaging, demeaning, dishonest, or negative remarks about My Lifes Simple™, other My Lifes Simple™ Ambassadors, My Lifes Simple™ services, the My Lifes Simple™ Compensation Plan, or My Lifes Simple™ owners, board members, directors, officers, or employees. Such disparagement constitutes a material breach of this Agreement and the Policies and Procedures.
- 9. Images / Recordings / Consents** - You agree to permit My Lifes Simple™ to obtain photographs, videos, & other recorded media of you or your likeness. You acknowledge & agree to allow any such recorded media to be used by My Lifes Simple™ for any lawful purpose, & without compensation.
- 10. Modification of Terms** - With the exception of the dispute resolution section in Policies & Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Rule 1 in the Policies & Procedures.
- 11. Jurisdiction & Governing Law** - The formation, construction, interpretation, & enforceability of your contract with My Lifes Simple™ as Enrollment Packs forth in this Ambassador Agreement & any incorporated documents shall be governed by & interpreted in all respects under the laws of the State of North Carolina without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against My Lifes Simple™, LLC with jurisdiction & venue as provided by Louisiana law. My Lifes Simple™ is not responsible for sales in states where Hemp derived products are currently not allowed.
- 12. Dispute Resolution** - All disputes & claims relating to My Lifes Simple™, its services, the rights & obligations of an Ambassador & My Lifes Simple™, or any other claims or causes of action relating to the performance of either an Ambassador or My Lifes Simple™ under the Agreement or the My Lifes Simple™ Policies & Procedures shall be settled totally & finally by arbitration as enumerated in the Policies & Procedures in Mecklenburg County, North Carolina or such other location as My Lifes Simple™ prescribed, in accordance with the Federal Arbitration Act & 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 My Lifes Simple™, whether in a judicial or mediation or arbitration proceeding, & you waive all rights to become a member 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 My Lifes Simple™ from applying to & obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard & 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.
- 13. 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, & the balance of the Agreement will remain in full force & 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 & My Lifes Simple™ & supersedes any prior agreements, understandings & obligations between you & My Lifes Simple™ concerning the subject matter of your contract with My Lifes Simple™.
- 14. Montana Residents** - A Montana resident may cancel his or her Ambassador Agreement within 15 days from the date of enrollment.
- 15. Notice of Right to Cancel** - You may request a refund on your enrollment fee if it's done anytime prior to midnight of the THIRD BUSINESS DAY after the date of this transaction (subject to various state requirements for cancellation). If you cancel, any enrollment fees paid will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice. To cancel this transaction, mail or deliver written notice, to My Lifes Simple™, 631 Brawley School Road Suite 300 - 162, Mooresville, NC 28117 not later than midnight of the seventh (7) business day following the date of this Agreement.
- 16. Refund/Return Policy** - My Lifes Simple™, LLC strives to ensure that every purchase is to your satisfaction, but in the unlikely event that it is not, My Lifes Simple™ offers the following refund policy. CUSTOMERS - My Lifes Simple™, LLC strives to ensure that every purchase is to your satisfaction, but in the unlikely event that it is not, My Lifes Simple™ will award a full refund of your purchase upon request made to the company in writing within 30 days and items are returned with approved RMA and in resalable condition to My Lifes Simple™, LLC. Sales of Edible Products are final and non-refundable due to the delicate handmade nature and high melting probability of the products. Other qualified and eligible products shall receive a full refund less a 20% restocking fee minus all shipping and handling charges associated with your order. In order to facilitate the return process, the Customer must obtain a Return Merchandise Authorization (RMA) number by contacting My Lifes Simple™. This number must be written on the outside of the shipping box. If a package is returned without an RMA Number, the package will be refused and returned and no refund will be issued. Products must be received by My Lifes Simple™ within seven (7) business days after the issuance of the RMA or no refund will be issued, and the option of refunding will be forfeited. If the product was purchased directly from an Independent Ambassador, please contact them for a refund. You will need to return the product and original invoice to the Ambassador, who will refund the product purchase price. Ambassadors are required to provide a refund to any Customer that has purchased product directly from an Ambassador's personal stock within the guidelines established by My Lifes Simple™.
- 17. AMBASSADORS** - My Lifes Simple™ will award a full refund of your purchase upon request made to the company in writing within 30 days and items are returned with approved RMA and in resalable condition to My Lifes Simple™, LLC. Note that sales of Edible Products are final and non-refundable due to the delicate handmade nature and high melting probability of the products. Other qualified and eligible products shall receive a full refund less a 20% restocking fee minus all shipping and handling charges associated with your order. In order to facilitate the return process, the Ambassador must obtain a Return Merchandise Authorization (RMA) number by contacting My Lifes Simple™. This number must be written on the outside of the shipping box. If a package is returned without an RMA Number, the package will be refused and returned and no refund will be issued. Products must be received by My Lifes Simple™ within seven (7) business days after the issuance of the RMA or no refund will be issued, and the option of refunding will be forfeited. My Lifes Simple™ will award a full refund of enrollment packs, less a 20% restocking and other applicable fees, upon request made to the company in writing within 30 days and after the complete enrollment pack is returned with approved RMA and in resalable condition to My Lifes Simple™, LLC. Only complete enrollment packs with all products in resalable condition are eligible for refund. My Lifes Simple™ will not refund partial enrollment packs (including customer orders). In addition, any bonuses and commissions attributable to the refunded products will be deducted from the Ambassador who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered. Redemption of certificates or points for any related product and or services are final with no refund or credit issued. In addition, the bonuses and commissions attributable to the refunded service will be deducted from the Ambassador who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered. In the case of My Lifes Simple™' inability to recover commissions from inactive Ambassadors, the other compensated upline Ambassadors may be subject to commission deductions. This is exclusively the right of My Lifes Simple™ to determine. My Lifes Simple™ Pro Back Office sales are nonrefundable.
- 18. DAMAGED PRODUCTS/SHIPMENTS** - In the event of a damaged product or product in less than commercially reasonable condition, Customers or Ambassadors must contact My Lifes Simple™ Support in writing or by phone within five business days of delivery of said products. After five business days, products will no longer qualify for replacement. Upon receipt of this notification, My Lifes Simple™ will replace any damaged products at no cost to the My Lifes Simple™ Ambassador or Customer once photos of the damaged shipment are provided to My Lifes Simple™. My Lifes Simple™ reserves the right to accept or refuse the validity of damaged product photos. Acceptable photos of damaged products must be submitted to My Lifes Simple™ via support ticket or email to support@MyLifesSimple.com. If My Lifes Simple™ does not receive acceptable photos of the damaged product within five business days replacement products will not be provided. Note that melted products from Edibles that are sealed within their containers do not constitute damaged products and will not be replaced. A video can be found in the My Lifes Simple™ Ambassador portal regarding the potential for melting. My Lifes Simple™ reserves the right to require damaged products be returned to the company with an approved RMA number. Any damaged products returned to My Lifes Simple™ without an RMA Number will be refused. The responsibility to act in the time frame listed above as a result of any unsatisfactory product resides 100% with the My Lifes Simple™ Ambassador or Customer.
- 19. Submission of Electronic W-9** - Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), & (2), I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, & (3) I am a U.S. Citizen or other U.S. person.
- 20. Pack Contents and Further Information** - Pack contents may vary based on availability. Where applicable, My Lifes Simple™ reserves the right to substitute product of equivalent value from the same product line.
- 21. Compensation benefits** may be for a limited time and further qualifications apply. See the compensation plan booklet and return policy for more details. Earning potential is strictly based on individual effort. Income disclosure is posted at [www.MyLifesSimple.com/income-disclosure/](http://www.MyLifesSimple.com/income-disclosure/).
- 22. Product Delivery** - I understand that in order to protect my product investment, all orders in excess of \$500.00 (including taxes, shipping and handling) require a signature for delivery. Ambassadors and Customers agree to make arrangements for a proper signature to be available within the delivery service time frame and hours of operation. Certain carriers require the signature be provided by an individual 18 years of age or higher. Any additional fees incurred due to the recipient not providing signatory access in the time required, or due to a delivery address change, will be the responsibility of the Customer or Ambassador.

By checking this box, I hereby affirm that I have read and acknowledge the above terms and agree to abide by them.

### APPLICANT SIGNATURE

Applicant Signature

X

Date

Co-Applicant Signature

X