

Primary Applicant *Required Information (Please Print Clearly)

*First and Last Name (Legal Name)

VAT Number (Required only if VAT registered)

*Birth Date (DD/MM/YYYY) (Applicant must be 18 years or older) *Gender F M

*Is the Primary Applicant a U.S. citizen or U.S. person? Yes No

If Yes, please submit an IRS Form W-9 to LifeVantage. (This information is required for U.S. tax reporting purposes.)

Contact Information

*Home Phone

Cell Phone

Fax Number

*Applicant E-mail

By signing and submitting this Application, I agree that LifeVantage or a party acting on its behalf may contact me by telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging or email. I consent and agree to LifeVantage contacting me in this manner at the telephone number(s) or email address that I provided above and as updated. I understand that my carrier's standard rates will apply for calls and text messages. I may opt-out from receiving text messages at any time by replying "STOP". I understand that my consent is not a condition of purchase. I consent and agree to the LifeVantage privacy policy when I sign and submit this Distributor Agreement.

Consent and Authorization to Use Personal Data

By checking this box and submitting the Application, I agree that LifeVantage or a party acting on its behalf (i.e. a third party) may collect personal data from me including my name, birth date, gender, address, mailing address, phone and fax numbers, sales data and banking information and transmit that information to its operations in the United States of America in an effort to support my LifeVantage account and execute the agreement (including managing distribution and ensuring commission payments). I understand that LifeVantage will transfer the aforementioned data to the United States of America in order to activate my account and execute the agreement. I consent and agree to LifeVantage transferring my data for this purpose. I understand and acknowledge that I may access and rectify my data as well as opt-out of having my data transferred at any time by contacting LifeVantage Compliance at ukcompliance@lifevantage.com. I understand that by opting-out, LifeVantage may not be able to support my LifeVantage account and execute the agreement.

Billing Address (Must match your credit card address)

*Address

*City

*County

*Post Code

Shipping Address (Leave blank if same as billing address)

*Address

*City

*County

*Post Code

Co-Applicant (optional)

*Gender F M

*First and Last Name (Legal Name)

*Birth Date (DD/MM/YYYY) (Co-Applicant must be 18 years or older)

I am upgrading my Preferred Customer account to a Distributor account. I understand my Enroller and Placement Sponsor will not change and I do not need to provide that information below.

Preferred Customer ID

Enroller Information (Your enroller is the individual who introduced you to LifeVantage.)

Placement Sponsor Information (Your placement indicates the individual under whom you are placed. If no one is listed, your enroller also becomes your Placement Sponsor. Your enroller is able to place you within 30 days.)

Enroller Name

ID Number

Placement Sponsor Name

ID Number

LifeVantage Independent Distributor Enrollment Order All new distributors are required to purchase a Start Kit at the time of sign-up. Prices do not include shipping, except for the Platinum Upgrade Pack or handling. The distributor can meet the Start Kit requirement either by purchasing the kit by itself or as a component of the optional upgraded packs shown below.

- Silver Pack - £200,00 (160 PV)** Start Kit, 2 Protandim® Nrf2 Synergizer™, 2 Protandim® NRF1 Synergizer™.
- Gold Pack Upgrade - £354,20 (340 PV)** 3 Protandim® Nrf2 Synergizer™, 2 Protandim® NRF1 Synergizer™, 1 TrueScience® Eye Corrector Serum, 1 TrueScience® Perfecting Lotion, 1 TrueScience® Anti-Aging Cream.
- Platinum Pack Upgrade - £851,50 (840 PV)** 5 Protandim® Nrf2 Synergizer™, 5 Protandim® NRF1 Synergizer™, 2 TrueScience® Eye Corrector Serum, 2 TrueScience® Perfecting Lotion, 4 - TrueScience® Anti Aging Cream. FREE SHIPPING!

PRODUCT	NON-SUBSCRIPTION PRICE	SUBSCRIPTION PRICE	SAVINGS	PV	NON-SUBSCRIPTION		SUBSCRIPTION	
					Qty.	Sub-Total	Qty.	Sub-Total
Start Kit (When ordering a Start Kit, you must also place an initial product order of 100 PV or more in order to qualify for commissions.)	-	£27,00	-	-	-	-	-	-
Protandim® Nrf2 Synergizer™	£45,28	£37,84	£7,44	40				
Protandim® NRF1 Synergizer™	£65,80	£55,00	£10,80	50				
Protandim® Dual Synergizer™	£110,08	£91,84	£18,24	90				
TrueScience® Anti-Aging Cream	£76,24	£63,88	£12,36	70				
TrueScience® Perfecting Lotion	£43,72	£36,88	£6,84	40				
TrueScience® Eye Corrector Serum	£43,72	£36,88	£6,84	40				
Shipping and handling will be added to each order.							TOTAL	TOTAL

Please Note: Prices and products are subject to change.

Monthly Order Date 5th 10th 15th 20th 25th

(Please select your monthly order date. Your monthly order will begin on the month following your initial order and will ship on the date you select each month thereafter.)

Payment Information

In an effort to protect your credit card information, we request that you do not write it on this form. Please provide a phone number where you can be reached, and indicate your preferred time of day for a customer support representative to call you to process your payment.

_____ Best time to reach me: morning afternoon evening

Phone

Distributor Agreement

By signing and submitting this form and payment of my Start Kit, I acknowledge that I am applying to become a LifeVantage Independent Distributor. I consent to LifeVantage contacting me at the telephone numbers, fax number, and/or E-mail address listed on my application or as updated. I certify that I have read and agree to the Terms and Conditions for this agreement, the Monthly Order Program included with this form. I further certify that I have received, have read, understand and agree to the LifeVantage Compensation Plan and the LifeVantage Policies and Procedures, which are incorporated herein and made part of this agreement.

Applicant Signature

Co-Applicant Signature (if applicable)

□ □ - □ □ - □ □ □ □ □ □

Date (DD/MM/YYYY)

□ □ - □ □ - □ □ □ □ □ □

Date (DD/MM/YYYY)

INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

This document is your application and agreement (the "Application" or "Agreement") to become an Independent Distributor of LifeVantage Netherlands B. V. (referred to as "LifeVantage" or the "Company"). When submitted by you and accepted by LifeVantage, this document becomes part of a legal agreement between you and LifeVantage.

PART I. INDEPENDENT DISTRIBUTOR AGREEMENT TERMS AND CONDITIONS

SECTION 1. Definitions:

1.1 The "Agreement" consists of (1) this Application, including its Terms and Conditions; (2) the Policies and Procedures ("P&P"); (3) the LifeVantage® Compensation Plan (the "Compensation Plan"); (4) the Business Entity Form, if applicable; and (5) subsequent amendments to any of the preceding documents.

1.2 "Acceptance" means LifeVantage's acceptance of your application to become an Independent Distributor.

1.3 The "Definitions" section of the LifeVantage's P&P manual is incorporated and made part of these Terms and Conditions.

1.4 "Your downline," "your downline marketing organization," or "your downline sales organization" means the network of Independent Distributors and Customers who exist under you pursuant to the Agreement.

1.4.1 "Your downline," or any similar reference, is only used for simplicity purposes. Independent Distributor understands that (1) Independent Distributor does not have any ownership or possessory right, title or interest in any downline individual, entity, organization or in any materials generated by LifeVantage or created by Independent Distributor or any other individual or entity to the extent that it consists, in whole or in part, of any information about LifeVantage downlines or any part of the Agreement; (2) the sole property interest of an Independent Distributor with respect to downlines is the contractual right to receive commissions as set forth in the Agreement; and (3) that LifeVantage is the sole owner of any and all downline rights, titles, interests and materials.

1.5 "Materials," "Promotional Materials" or a "Publication" means any publication created or adopted by LifeVantage that is made available to Independent Distributors from time to time.

SECTION 2. Term:

The term of this Agreement is one (1) year from the date of LifeVantage's acceptance of this Application. If you fail to renew your business pursuant to the P&P, or if this Agreement is canceled for any reason, you will lose your rights as an Independent Distributor of LifeVantage. LifeVantage may terminate this Agreement for convenience at the end of any month by giving one (1) month's notice for every consecutive complete year that this Agreement has been in place up to a maximum of three (3) months' notice. A renewal fee of £20 will be due on each yearly anniversary of this Agreement. If the renewal fee is not paid, the Agreement will terminate.

SECTION 3. Independent Contractor Status:

You will be an Independent Distributor and not an employee, commercial or agent, partner, or franchisee of LifeVantage. LifeVantage is not responsible for withholding, and will not withhold or deduct from you bonuses and commissions, if any, taxes of any kind other than as required by law.

SECTION 4. Legal Provisions Relative to the Agreement:

4.1 Any promises, representations, offers, or other communications by anyone that precede the effective date of this Agreement and that are not contained in this Agreement are, to the extent permitted by law, of no legal force and effect as to this Agreement and are excluded. You acknowledge that you have not relied on any representation in entering into this Agreement. Nothing in this Agreement shall limit liability for fraud or fraudulent misrepresentation.

4.2 The Agreement may be amended from time-to-time at the sole discretion of LifeVantage. Any amendments except for amendments required to comply with law (which shall be effective immediately) will only become effective thirty (30) days after LifeVantage has given notice to you (including by placing a notice on the LifeVantage website). If you do not accept any modification you may terminate this Agreement for convenience with immediate effect at any time during this thirty (30) day notice period but not afterwards.

SECTION 5. Rights to Transfer or Delegate:

5.1 You do not have any right to transfer or assign any rights or delegate any duties under the Agreement without the prior written consent of LifeVantage. Any attempt to transfer or assign the Agreement without the prior express written consent of LifeVantage is totally ineffective and void and will be a breach of this Agreement.

5.2 LifeVantage has the right to transfer or assign any or all of its rights and to delegate any or all of its duties under the Agreement without your prior written consent but shall give notice of any such transfer or assignment which may be made by placing a notice on the LifeVantage website.

SECTION 6. Publicity Rights:

LifeVantage is authorized to use your name, photograph, personal story and/or likeness in advertising/promotional materials while this Agreement is in effect and for the six (6) months immediately after its cancellation, unless you give LifeVantage notice withdrawing such consent. Remuneration for the above use shall be deemed included in your Financial Distributions (as such term is defined in Section 12 of the P&P). You waive all additional claims for remuneration for such use.

SECTION 7. You understand that as a LifeVantage Independent Distributor:

7.1 You have the right to present for sale LifeVantage products and services in accordance with the Agreement.

7.2 You have the right to enroll persons as Independent Distributors or Customers of LifeVantage products in accordance with the P&P.

7.3 You have an obligation to train and motivate the Independent Distributors in your downline marketing organization.

7.4 You have an obligation to comply with all national laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any national law, ordinance, rule or regulation.

7.5 You have an obligation to perform your obligations as an Independent Distributor with honesty and integrity in accordance with the P&P.

SECTION 8. Terms applicable to Independent Distributor located in the United Kingdom:

In relation to all Agreements with UK Independent Distributors located in the United Kingdom, the provisions in section 8 apply and prevail over all other provisions of the Agreement, but is illegal for a promoter or participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme. You should not be misled by claims that high earnings are easily achieved.

8.1 The promoter under this Agreement is LifeVantage and its address is LifeVantage Netherlands BV, 4200 Waterside Center, Solihull Parkway, Birmingham Business Park, Birmingham B37 7YN.

8.2 As an Independent Distributor you may acquire the following goods: Food supplements and Cosmetics

8.3 You shall act under this Agreement in your capacity as an Independent Distributor of LifeVantage products, and you shall abide by the provisions contained within this Agreement.

8.4 Your initial obligation under this Agreement during the period of twelve (12) months from the commencement of this Agreement shall be to purchase the goods required by the P&P and the Compensation Plan. LifeVantage shall give you at least sixty (60) days advance written notice of any subsequent changes in your financial obligation.

8.5 You have the following rights within seventeen (17) calendar days of entering into this Agreement:

8.5.1 to cancel the Agreement without penalty and recover any monies which you have paid to or for the benefit of LifeVantage or any other person or in accordance with this Agreement. Cancellation must be confirmed by providing written notice to LifeVantage at the following address:

LifeVantage Netherlands BV, 4200 Waterside Center, Solihull Parkway, Birmingham Business Park, Birmingham B37 7YN.

with a copy to UKSupport@lifevantage.com or via facsimile at Fax: 0-800-098-8203; and

8.5.2 to return to the following address: **LifeVantage Netherlands BV, 4200 Waterside Center, Solihull Parkway, Birmingham Business Park, Birmingham B37 7YN**, any goods you purchased within this period under this Agreement which remain unsold provided that such unsold goods remain in the condition in which they were at the time of purchase, whether or not their external wrappings have been broken and to recover any monies paid in respect of such goods. You will be solely responsible for any costs of shipping the product back for a return. Costs of shipping returns are not reimbursable. LifeVantage, or any other person who has supplied the goods to you under this Agreement, shall not be entitled to make a handling charge in respect of any goods returned. For ease of processing return requests, please contact LifeVantage for a Return Merchandise Authorization ("RMA") number, and reference the RMA number with any returns.

8.5.3 Delivery. Costs for delivery of products will not exceed \$45.00. This amount will be in addition to the price of the product (which is inclusive of tax). Product will be delivered within 30 days after your credit card has been processed. In the event of the product cannot be delivered within 30 days, you will be notified via email of a new delivery date for the products.

8.6 Subject to, and in accordance with, Sections 8.7 and 8.8 below you may return the goods and retain any commission paid to you following termination of this Agreement.

8.7 If the Agreement or any agreement entered into in consequence of this Agreement with another Independent Distributor or a Preferred Customer of LifeVantage ("participant") terminates, you shall have the right to be released from all future contractual obligations under that agreement and to return to LifeVantage or any other participant any goods you have purchased within a period of ninety (90) days prior to such termination and which remain unsold, and to recover from LifeVantage or such other participant who supplied the goods:

8.7.1 where you terminated the relevant agreement, the price (inclusive of VAT) which you paid for them less, in the case of any goods the condition of which has deteriorated due to an act or default on your part, an amount equal to the diminution in their value resulting from such deterioration;

8.7.2 where LifeVantage or any other participant has terminated the relevant agreement the price (inclusive of VAT) which you paid for them, together with any costs incurred by you for returning the goods to LifeVantage or any other participant;

8.7.3 on terms whereby the purchase price is payable upon delivery of the goods or, if the goods are already held by LifeVantage, forthwith; and

8.7.4 on terms whereby the goods are not already held by LifeVantage will be delivered within twenty-one (21) days of such termination at LifeVantage's expense to the following address:

LifeVantage Netherlands BV, 4200 Waterside Center, Solihull Parkway, Birmingham Business Park, Birmingham B37 7YN.

8.8 You have the right to retain, after termination of this Agreement or any agreement made under it, any commission paid to you unless:

8.8.1 the commission was paid in respect of goods returned to LifeVantage or another participant who paid the commission;

8.8.2 LifeVantage has refunded all monies due to you under the Agreement in respect of goods returned to and by the participant;

8.8.3 the commission payment is claimed within one hundred twenty (120) days of the date of having been made.

8.9 LifeVantage may recover Financial Distributions paid to you where permitted by Section 8.8 above. All such repayments will be made by you within ten (10) business days of demand.

8.10 The documents referred to in Section 1.1 comprise all of the documents which form part of the contract between the parties and these documents form the entire agreement between the parties.

SECTION 9. Governing Law and Resolution of Disputes:

9.1 The interpretation and enforcement of this Agreement is governed by and shall be construed and interpreted in accordance with the laws of England and Wales, without giving effect to any conflict of laws principles.

9.2 The parties agree that personal jurisdiction and venue for any dispute arising out of or relating to this Agreement are proper exclusively in the courts located in England and Wales and both parties hereby submit to, and waive, to the extent permitted by law, any objection to, personal jurisdiction or venue in such courts for such purpose.

9.3 You acknowledge that the covenants set forth in this Agreement and in the P&P are reasonable and necessary to protect the legitimate interests of LifeVantage and that LifeVantage would not enter into this Agreement in the absence of such covenants. You further acknowledge that your breach of the covenants set forth in this Agreement and in the P&P would cause likely cause LifeVantage irreparable harm, the amount and extent of which would be very difficult to estimate or ascertain. Therefore, you agree that LifeVantage shall be entitled, without the necessity of posting a bond or other security, to the issuance of injunctive relief to enjoin you from breaching or threatening to breach such covenants. Injunctive relief shall not be the exclusive remedy available to LifeVantage.

SECTION 10. Communication and Data Protection:

10.1 By signing and submitting this Application, you agree that LifeVantage or a party acting on its behalf may contact you by email or at the telephone numbers or fax number listed on your application or as updated. You understand that your consent is not a condition of purchase. You consent and agree to the LifeVantage privacy policy, as amended from time to time and incorporated herewith by this reference, when you sign and submit this Independent Distributor Agreement.

10.2 You specifically authorize LifeVantage to communicate with you by e-mail for any purpose, including formal notices pursuant to the Agreement, at the email address you have entered on this Application. You consent to receiving communications from LifeVantage by e-mail ("electronically") and you agree that all agreements, notices, and other communications that LifeVantage provides to you electronically satisfy any legal requirement that such communications be in writing, unless any applicable mandatory laws specifically require another form of communication.

10.3 LifeVantage is the data controller of any Personal Information (as defined in LifeVantage's Privacy Policy) that you provide us with when you place an order for products or services from the European Union. You agree that LifeVantage or a party acting on its behalf (i.e. a third party) may collect Personal Information from you including your name, birth date, gender, address, mailing address, phone and fax numbers and credit card information and transmit that information to LifeVantage Corporation which is located in the United States of America for the purpose of executing your order. LifeVantage Corporation may provide your Personal Information to its shipping partners and credit card processors for the purpose of processing your order. You consent and agree to LifeVantage transferring your data for these purposes. If you would like to request a copy of your Personal Information, would like to correct or update your Personal Information, would like to have your Personal Information removed, please contact LifeVantage by sending an e-mail or calling at the below number:

uksupport@lifevantage.com

telephone 1 (866) 460-7241

SECTION 11. Miscellaneous:

11.1 A faxed or scanned e-mail copy of this Agreement shall be treated as an original in all respects.

11.2 By signing this Application, you agree to the Terms and Conditions and the Policies and Procedures as set forth at www.lifevantage.com, as amended from time to time. You acknowledge that you have read the privacy policy found on this website. You certify you have not been a LifeVantage Independent Distributor, or a partner, shareholder, or principal or any entity having a LifeVantage business within the past six (6) months. You represent that you have had full opportunity (1) to read this Agreement; (2) to obtain guidance or advice of your own legal counsel; and (3) to communicate with LifeVantage concerning any comments or questions about your understanding of this Agreement.

11.3 You agree and understand that any intentional or other misrepresentation of any information you provide on this Independent Distributor Application and Agreement may result in action by LifeVantage, including, but not limited to, termination of this Agreement.

11.4 By signing and submitting this form and payment, you acknowledge that you are applying to become a LifeVantage Independent Distributor. You certify that you have read and agree to the Terms and Conditions for this agreement and the Monthly Order Program included with this form. You further certify that you have received, have read, understand and agree to the LifeVantage Compensation Plan and the LifeVantage Policies and Procedures, as amended from time to time and which are incorporated herein and made part of this Agreement.

PART II. MONTHLY ORDER PROGRAM TERMS AND CONDITIONS

The following Terms and Conditions apply only to Applicants who have elected to participate in the optional LifeVantage Monthly Order Program. All of the material Terms and Conditions of the Monthly Order Program are contained in this Part II. The Agreement, as defined in Part I of this document, is applicable to this Part II.

1.1 You authorize LifeVantage to submit a charge for payment, from your credit or debit card as provided to LifeVantage, for your Monthly Order purchase of product that is specifically identified in this Application or as updated. You understand that there are no minimum number of purchases each month for participation in this Program.

1.2 You understand that your first order will be processed and shipped within 30 days of LifeVantage's acceptance of your first order. Furthermore, you understand that periodic shipments of the product that you have ordered will occur without any further action by you. You understand that there will be approximately a one (1) month interval between each shipment.

1.3 Right of Cancellation up to Seventeen (17) Days. You may cancel your Monthly Order participation within seventeen(17) days of the date of your submission of this Application to LifeVantage and receive a full refund of any Monthly Order related amounts charged to your credit or debit card for that initial Monthly Order. In addition, you can cancel your order without giving any reason within seventeen (17) days after you (or a third party indicated by you, but excluding the carrier) receive the products that you have purchased. If your order is delivered in separate lots or consists of multiple products, this period starts once you have received the last lot or product.

You will inform LifeVantage of your decision to cancel your Monthly Order Participation or your order by submitting a written request via email uksupport@lifevantage.com, or facsimile to 0-800-098-8203, or by mail to **LifeVantage Netherlands BV, 4200 Waterside Center, Solihull Parkway, Birmingham Business Park, Birmingham B37 7YN**. To meet the cancellation deadline you must send your communication before the seventeen (17) day cancellation period has expired.

Effects of cancellation: LifeVantage will reimburse all payments received from you no later than seventeen (17) days after LifeVantage has received your communication. LifeVantage may withhold reimbursement until it has received the products back or you have supplied evidence of having sent back the products, whichever is the earliest. If reimbursement occurs after the maximum time period mentioned above, the amount due to you will as of right be increased.

You must send back the products no later than seventeen (17) days from the day on which you have communicated your cancellation to LifeVantage. **You understand that you will bear sole responsibility of the cost of returning these goods.** If the value of the product returned diminishes due to the handling of the products (except when it was necessary to establish the nature, characteristics and functioning of the products) you may be liable for the loss suffered by LifeVantage as a result.

Exceptions to the right of cancellation: The right of cancellation does not apply to (a) the delivery of products which are not suitable for return due to health protection or hygienic reasons if unsealed by you after delivery, or which are, after delivery, inseparably mixed with other items; (b) the supply of products made to your specifications or clearly personalized; or (c) the supply of products which may deteriorate or expire rapidly.

Thereafter, refunds will be available as provided in the LifeVantage Policies and Procedures then in effect.

1.4 You understand that to change any feature of your Monthly Order, you must submit a new Monthly Order Application. Each Monthly Order Application will supersede all previous Monthly Order Applications. Notice of change must be received by LifeVantage at least three (3) business days prior to the next monthly order date.

1.5 This Agreement will remain in effect until: (1) you elect to modify it by calling Distributor Support and cancelling your Monthly Order; (2) you send, in writing, your cancellation of your participation in the Monthly Order Program to LifeVantage at **LifeVantage Netherlands BV, 4200 Waterside Center, Solihull Parkway, Birmingham Business Park, Birmingham B37 7YN**; or your order by submitting a request via email uksupport@lifevantage.com, telephone 31-858881995, or facsimile 0-800-098-8203. You acknowledge that this cancellation notice must include your signature, printed name, address, and your LifeVantage Identification Number); (3) stop payment of any payment withdrawals by LifeVantage by notifying your issuing bank at least three (3) business days prior to the scheduled charging of your account; or (4) your payment method declines for three (3) consecutive months. Notice of cancellation must be received by LifeVantage at least three (3) business days prior to the next scheduled Monthly Order date in order to avoid charges for that month. You understand that if a cancellation notice is received by LifeVantage fewer than three (3) business days prior to the weekly Monthly Order date; cancellation will become effective the week following the week in which your notice of cancellation is received by LifeVantage.

1.6 You understand that applicable shipping and handling fees, and value added taxes will be added to your Monthly Order amount each month, based on the address to which your monthly orders are sent. You authorize LifeVantage to add such amount to the amount charged to the debit or credit card as provided to LifeVantage. LifeVantage Netherlands Contact Details:

LifeVantage Netherlands BV
4200 Waterside Center, Solihull Parkway
Birmingham Business Park, Birmingham
B37 7YN

uksupport@lifevantage.com

Fax: 0-800-098-8203

You understand that you will enter into the payment obligations contained in this Agreement if you do not exercise the termination and cancellation rights which you have, as set forth hereinabove, and you hereby acknowledge and agree that your financial situation does not prevent you from accepting these payment obligations.

If you sign this contract, you have seventeen (17) days in which to cancel and get your money back.

By signing and submitting this form and payment of your Start Kit, I acknowledge that I am applying to become a LifeVantage Independent Distributor. I consent to LifeVantage contacting me at the telephone number(s), fax number(s), and/or E-mail address(s) listed on this application or as updated. I certify that I have read and agree to the Terms and Conditions for this agreement and the Monthly Order Program included with this form. I further certify that I have received, have read, understand and agree to the LifeVantage Compensation Plan and the LifeVantage Policies and Procedures, as amended, which are incorporated herein and made part of this agreement