UNITED STATES

TERMS & CONDITIONS
POLICIES & PROCEDURES

JAN, 2022

NuLifeSpan, LLC (“NuLifeSpan”) is a direct selling company dedicated to providing quality products and services promoted through your home-based business. We pride ourselves on our integrity in dealing with our customers, VIP customers, affiliates, and independent distributors and will continue to do so. We provide a compensation plan based on sales of our products to end-users and those of you who wish to help us promote and sell our products can be rewarded under that plan. NuLife Span does not require, nor do we tolerate “inventory loading” and you will never be forced to make large purchases. All Independent Distributors or Influencers as we refer to them, must agree to conduct themselves with the utmost honesty and integrity in the promotion of their independent NuLifeSpan distributorship. This includes abiding by the terms and conditions of the Independent Distributor Agreement, the Policies and Procedures listed below and fulfilling the requirements and qualifications of the Compensation Plan as they exist now and as they may be amended from time to time.

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SECTION 1

Introduction

1.1 Purpose

NuLife Span, L has developed these Policies and Procedures, which may sometimes be referred to as the Distributor Manual, to guide its Influencers in the successful promotion of NuLife Span products and services. These Policies and Procedures will help provide the following benefits:

- Protect the rights of all Customers, VIP Customers, Affiliates and Influencers by providing guidelines and a framework within which each Independent may work in an ethical, effective and secure manner.
- Provide an equal and level playing field of opportunity to all NuLife Span Influencers. All Influencers will be treated fairly, reasonably and professionally.
- Clearly define the relationship between NuLife Span and its Influencers.
- Inform Customers, VIP Customers, Affiliates and Influencers regarding compliance issues and regulatory requirements. NuLife Span requires that all Influencers understand and abide by these Policies and Procedures as we work together in promoting the NuLife Span products and opportunity. Of course, if anyone has any questions with respect to Policies and Procedures, you may contact NuLife Span for clarification at support@nulifespan.com

NuLife Span will apply these Policies and Procedures fairly and equitably to all Influencers but understands that there may be certain cases or circumstances that require special handling or consideration. Any exceptions or extenuating circumstances that may apply will be determined by NuLife Span at its sole discretion and will not automatically apply in any other situation or matter unless the applicable policy or procedure is officially modified or amended.

1.2 Conduct

Regardless of the specific policies and procedures stated within, all Influencers will conduct themselves honestly, ethically, morally and professionally with respect to their NuLife Span business and all promotion and sales activity. No may take any action with respect to NuLife Span or that affects NuLife Span in any way other

than in the fulfillment of their Independent Distributor Agreement. No conduct that negatively impacts NuLife Span will be permitted. NuLife Span will not tolerate high-pressure sales tactics or the use of any misleading, confusing, false or exaggerated statements or claims with respect to NuLife Span or NuLife Span products and services.

1.3 Policies and Procedures Incorporated By Reference

These Policies and Procedures, in their present form and as amended from time to time at the sole discretion of NuLife Span, L ("NuLife Span" or the "Company" or "NuLife Span"), are incorporated into, and form an integral part of, the NuLife Span Independent Distributor Agreement. Throughout these Policies and Procedures, when the term "Agreement" is used, it collectively refers to the NuLife Span Independent Distributor Agreement and its Terms and Conditions, these Policies and Procedures and the NuLife Span Compensation Plan. These documents are incorporated by reference into the NuLife Span Independent Distributor Agreement. It is the responsibility of each Influencer to read, understand, adhere to and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When enrolling a new Influencer, it is the responsibility of the Enroller (as further defined below) to provide the most current version of these Policies and Procedures and the NuLife Span Compensation Plan (which can be done by directing the applicant to the NuLife Span website) to the applicant prior to his or her execution of the Independent Distributor Agreement.

1.4 Amendments, Revisions and Changes

In order to ensure that NuLife Span is always in compliance with applicable federal, state and/or local laws, as well as being able to adapt to changing or evolving business environments and markets, NuLife Span reserves the right, in its sole discretion, to amend, revise or change the Agreement (including, without limitation, the Independent Distributor Agreement, Terms and Conditions, Policies and Procedures and the Compensation Plan) and its prices and product offering. NuLife Span will notify s by posting any amendments, revisions or changes on the NuLife Span corporate website. The most current and controlling version will always be posted onwww.nulifespan.com or another applicable website as noticed. It is the responsibility of all Influencers to regularly review the company website as well as stay current on all notices given through the various communications between NuLife Span and Influencers. An Influencer continued use of any NuLife Span related website, product or service, the conduct of any NuLife Span related business or the acceptance of any compensation under the Compensation Plan will indicate acceptance of any published amendments, revisions or changes. An not wishing to be bound by such amendments, revisions or changes must resign and will not be able to conduct any NuLife Span business.

1.5 Delays

NuLife Span shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, acts of Providence, severe weather, riot, war, fire, death, curtailment, reduction, limitation or unavailability of a source of supply, or government decrees or orders.

1.6 Severability

If any provision of the Agreement or these Policies and Procedures, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid or the unenforceable portion of the provision shall be severed and only in the applicable jurisdiction that requires it. The remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement or these Policies and Procedures.

1.7 Waiver

NuLife Span reserves the right to demand compliance with all terms and conditions under the Agreement and/or these Policies and Procedures at any time. No failure of NuLife Span to exercise any right or power under the Agreement or to insist upon strict compliance by a 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 NuLife SpanInfluencers right to demand exact compliance with the Agreement. Waiver by NuLife Span can be affected only in writing by an authorized officer of the Company. NuLife Span waiver of any particular breach by an Influencer shall not affect or impair Total Life ChangeInfluencers rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Influencer. Nor shall any delay or omission by NuLife Span to exercise any right arising from a breach affect or impair NuLife Span rights as to that or any subsequent breach. The allegation or existence of any claim or cause of action of an Influencer against NuLife Span shall not constitute a defense to NuLife Span enforcement of any term or provision of the Agreement.

SECTION 2

BECOMING an Influencer

2.1 Becoming a NuLife Span Influencer

To become an independent NuLife Span Influencer, you must be a minimum of 18 years of age or the legal age of majority in the state, country or jurisdiction you reside in, whichever is higher, and you must be legally capable of entering into a contract. You must be legally entitled to earn income in the United States or in the appropriate country or jurisdiction you intend to do business in as we expand internationally. You must submit a valid, complete and accurate Independent Distributor Agreement, whether online or in paper form, to NuLife Span and that application must be accepted by NuLife Span, at our sole discretion. All information requested, including a valid social security number or tax ID number where applicable must be provided. You may not have a financial interest in more than one distributorship or Influencer account. A husband and wife are only permitted to have one distributorship between them unless they follow the procedure for a husband and wife to have separate distributorships as explained in these Policies and Procedures. A validly formed business entity may become an , provided it can submit valid documentation as may be requested by NuLife Span. An individual may not participate in multiple distributorships through the use of business entities. No “ghost” distributorships (false distributorships set up to maintain a position in the genealogy) are permitted.

2.2 Remaining a NuLife Span Influencer

In order to remain a NuLife Span in good standing, you must abide by all terms and conditions, policies and procedures, rules, regulations, requirements and/or qualifications that exist now or as may be modified from time to time. This includes complying with the renewal policy as may exist at the end of your applicable distributorship term. The initial distributorship term will be for a period of one year. You must only conduct NuLife Span business in jurisdictions where we are legally permitted to conduct business. Further, you must comply with any laws, codes, rules, regulations and/or statutes that may be in effect in any jurisdiction you reside in or do business in. Your conduct or the conduct of anyone acting for or on your behalf may not discredit or bring any harm to NuLife Span or any associated person or entity. Under no circumstances may any NuLife Span bad-mouth, disparage or discredit NuLife Span, its products and services, any associated entities or people, any owners, directors, employees, agents or independent distributors. Any distributorship found to exist for reasons detrimental to NuLife Span or the compensation plan, including, but not limited to “stacking” or manipulating the compensation plan, may be suspended or terminated at NuLife SpanInfluencers sole discretion.

SECTION 3

Operating a NuLife Span Distributorship

3.1 Independent Contractor Status

All NuLife Span Influencers, regardless of rank or level within the compensation plan, are independent contractors. There are no franchises, exclusive territories, exclusive distributorships, partnerships, joint ventures or strategic alliances created between any NuLife Span and NuLife Span. All Influencers will have an equal opportunity to build their independent business, based on work ethic, hours put into promoting your business, dedication to building your business, etc. Each independent distributor shall be responsible for paying any and all local, state or federal taxes or fees, including, but not limited to, income taxes, social security, and

self-employment taxes. NuLife Span Influencers are not entitled to employee benefits from NuLife Span, including, but not limited to, unemployment benefits, workerInfluencers compensation or minimum wage. All NuLife Span Influencers are responsible for their own fees, costs, expenses, supplies, tools or whatever is required, used or needed in building and promoting their business. No may bind NuLife Span or any associated person or entity into any contract or agreement, nor may any imply that they are acting for or on behalf of the corporate entity. Further, no may contact any media, seek out media coverage or appear on or in any media for or on behalf of NuLife Span unless requested by NuLife Span or approved by NuLife Span in writing. All Influencers must properly identify themselves as independent contractors when conducting business. Any conduct or behavior that in any way implies a corporate relationship or is confusing or misleading as to an Influencers independent contractor status is prohibited.

3.2 Enrollment

All new NuLife Span Influencers must be referred or enrolled by an existing NuLife Span and that personal enrollment must be noted during the enrollment process, whether submitted online or otherwise. It is each Influencers responsibility to ensure that they indicate the proper enroller when signing up and to ensure that new Influencers that they sign up indicate the proper enroller. If there is a problem with the enroller, it is the Influencers responsibility to immediately notify NuLife Span. We pride ourselves on our integrity and the integrity of our compensation plan. In the event of a dispute over who is the enroller of a new distributor, NuLife Span will make its reasonable and best effort to determine who the actual enroller should be, based on facts gathered. The final decision as to personal enrollment shall be at the sole discretion of NuLife Span. 3.3 Business Entities

A corporation, limited liability company, partnership, trust, or local equivalent (collectively referred to in this section as a “Business Entity”) may apply to be a NuLife Span Influencer by submitting a copy of the organizational documents to NuLife Span. If an Influencer has enrolled online, all required documents and registration form must be submitted to NuLife Span within thirty (30) days of the online enrollment. If the required documents are not received within the 30-day period, the Influencer Application and Agreement shall automatically terminate. All members, partners, shareholders or stakeholders of the relevant Business Entity are jointly and severally liable for any indebtedness, liability or other obligation to NuLife Span. An entity cannot have more than one distributorship or financial interest in another distributorship nor can an individual have any interest in multiple distributorships whether individually or as part of an entity. An individual or entity may only have a second and third position if earned as multiple “Business Centers” as described in the NuLife Span Compensation Plan. Individuals or entities may only register as Influencers using legal names. An cannot be signed up or registered with a fictitious business name.

3.4 Minors

Under no circumstances may anyone under the age of 18, or who is considered a minor in any applicable jurisdiction become a NuLife Span . There are no exceptions and parents may not co-sign or operate on behalf of a minor. No existing should attempt to enroll or sponsor a minor as a NuLife Span .

3.5 Limitations on Distributorships Per Household

An may only operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, member, owner or beneficiary in one NuLife Span distributorship. So as to avoid any manipulation within the compensation plan, married couples or common-law couples (collectively “Spouse(s)”) who wish to become separate NuLife Span s must sign a separate Independent Distributor Application and Agreement and must have the same enroller. One spouse cannot enroll or sponsor the other spouse. A spouse may be “placed” under their spouseInfluencers Influencer account as long as they have the same Enroller. An additional family member, not a spouse, residing in the same household and otherwise eligible to become an may become any under the enroller of his/her choice, as long as there is no intent to manipulate the compensation plan.

3.6 Actions of Household Members or Affiliated Individuals

If any member of an Influencers immediate household engages in any activity which, if performed by the , would violate any provision of the Agreement, such activity will be deemed a violation by the and NuLife Span may take disciplinary action pursuant to the Agreement against the . Similarly, if any individual associated in any way with a Business Entity (collectively "Affiliated Individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and NuLife Span may take disciplinary action against the Business Entity.

3.7 Addition of Co-Applicant

When adding a co-applicant (either an individual or a Business Entity) to an existing NuLife Span distributorship, NuLife Span requires a written request, as well as a properly completed Influencer Application and Agreement containing the applicant and co-applicantInfluencers Social Security Numbers and signatures. To prevent the circumvention of Section 3.9 (regarding transfers and assignments of a NuLife Span distributor account the original applicant must remain as the main party to the original Independent Distributor Application and Agreement. If the original Influencer wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her distributor account in accordance with Section 3.9. If this process is not followed, the Influencer may be canceled by NuLife Span upon the withdrawal of the original distributor account. All bonus and commission checks will be sent to the address of record of the original Influencer. Please note that the modifications permitted within the scope of this Section do not include a change of Enroller or Placement Sponsor. There is a processing fee for each change requested, which must be included with the written request and the completed Independent Distributor Application and Agreement.

3.8 Roll-Up

When a vacancy occurs in a Marketing Organization due to the termination of an for any reason, each or Preferred Customer in the first level immediately below the terminated Influencer on the date of the Cancellation will be moved to the first level ("Front Line") of the terminated InfluencerInfluencers Placement Sponsor (compresses up one level within the Placement Sponsor tree).

3.9 Sale, Transfer or Assignment

An may not sell, transfer or assign his/her independent business without the express written consent of NuLife Span at NuLife SpanInfluencers sole discretion. The sale, transfer or assignment of an business may not be utilized under any circumstances to effect a change of sponsorship, manipulate the compensation plan or negatively impact another . An existing may not purchase another NuLife Span independent business. Any person or entity selling, transferring or assigning their independent business, assuming they are otherwise in good standing, must wait a period of twelve(12) months before reapplying to become an Influencer with NuLife Span.

3.10 Separation Due To Divorce or Dissolution

Under no circumstances will NuLife Span be required to divide, breakup or partially reassign an position or its downline due to a divorce between spouses or dissolution of any entity. NuLife Span will recognize the as it is registered with NuLife Span and will pay any earned commissions or bonuses accordingly. NuLife Span is under no obligation to take any actions to facilitate such divorce, breakup or dissolution, other than in the normal conduct of NuLife Span business under the Agreement. Any split of commissions or bonuses between affected parties will be handled by the parties after receiving the appropriate payment from NuLife Span. If the affected parties are unable to effectively conduct NuLife Span business or there is any adverse effect to NuLife Span or other Influencers, NuLife Span reserves the right to involuntarily terminate the Influencers independent business. A spouse or other party who gives up rights to a NuLife Span independent business as part of a divorce, breakup or dissolution must wait twelve(12) months before reapplying to become an Influencer with NuLife Span.

3.11 Succession

Upon the death or incapacitation of an , his/her Independent Distributor account may be passed to his/her heirs. Appropriate legal documentation, such as an original death certificate and notarized copy of a will, trust or other instrument establishing the successorInfluencers rights must be submitted to the NuLife Span to ensure the transfer is proper. Accordingly, an Independent Distributor should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a NuLife Span Influencer account is transferred by a will or other testamentary process, the legal successor in interest acquires all rights previously earned or held by the but must continue to meet all requirements and qualifications. The successor(s) in interest must: 1) Execute an Independent Distributor Application and Agreement; 2) Comply with terms and provisions of the Agreement; 3) Meet all of the qualifications for the deceased Independent Distributor‘s status; 4) Bonus and commission checks of a NuLife Span Independent Distributor transferred pursuant to this Section 4.11 will be paid in a single electronic payment jointly to the legal successor(s) in interest. Such successor(s) must provide NuLife Span with an “address of record” to which all bonus and commission payments will be sent. 5) If the Independent Distributor is bequeathed to multiple legal successors in interest, they must form a Business Entity and acquire a federal taxpayer identification number. NuLife Span will issue all bonus and commission checks and a Form 1099 as required by the IRS. NuLife Span is under no obligation to divide any distributorship among heirs and under no circumstances will NuLife Span allow any or Successor to operate in any way other than as normally prescribed under the Agreement or Policies and Procedures.

3.12 Expenses

No is required to spend any specific amount in the operation or promotion of his/her independent business. How much may be appropriate for any to spend on marketing or any other item related to NuLife Span is entirely up to the based on his/her given situation. Unless specifically provided for under these Policies and Procedures or through the NuLife Span Compensation Plan, no is entitled to reimbursement from NuLife Span for any general or administrative costs, fees or expenses or any type generated in the conduct of with respect to NuLife Span or the NuLife Span Agreement.

SECTION 4

Responsibilities of a Influencer

4.1 Maintain Accurate Information With NuLife Span

All Influencers must immediately notify NuLife Span of any changes in the original application information. This includes, but is not limited to, actual address, mailing address, telephone number, e-mail address, etc. This may be done through your back office, in writing or via e-mail. Please allow for up to thirty days for all changes to be fully implemented.

4.2 Maintain Communication With Downline

Any who sponsors another into NuLife Span must perform a bona fide supervisory function to ensure that his or her downline is properly operating his or her NuLife Span business. Influencers must have ongoing contact, communication, and management supervision with the Influencers in their Downline. Examples of such contact and supervision may include but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic or e-mail, and the accompanying of downline Influencers to opportunity meetings, training sessions, and other NuLife Span functions. Upline Influencers are also responsible to motivate and train new Influencers in NuLife Span product knowledge, effective sales techniques, and the Marketing and Compensation Plan. Influencers must monitor the Influencers in their downlines to ensure they do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, every should be able to provide documented evidence to NuLife Span of his or her ongoing fulfillment of the responsibilities of a Sponsor.

4.3 Non-Disparagement

NuLife Span wants to reasonably provide its Influencers with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be

submitted in writing to the Customer Support Department. Customers, VIP Customers or Influencers should not, however, disparage, demean, or make negative remarks about NuLife Span, other NuLife Span Influencers or NuLife Span directors, officers, employees or other associated individuals or entities, either verbally, written, online or in social media or other forums.

4.4 Reporting Policy Violations
Influencers who become aware of a policy violation by another should submit written report of the violation directly to the attention of the NuLife Span Compliance Department so a file can be opened and an investigation conducted. Details of the incidents such as dates, number of occurrences, persons involved and any supporting documentation should be included in the report.

4.5 Company Status
No may claim or imply that he/she or any other has advantages with or special privileges with NuLife Span. Nor may any imply that they or any other is in any way exempt from the same obligations and requirements of every other NuLife Span .

4.6 Personal Information
Any who receives personal information from or about prospective Influencers or customers must take all reasonable steps to maintain its security. You should shred or irreversibly delete the personal information of others once it is no longer required. Personal Information is information that identifies, or permits you to contact, an individual or entity. It includes, but is not limited to a CustomerInfluencers, potential CustomerInfluencers, Influencers and prospective Influencers name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.
4.7 Confidential Information
“Confidential Information” includes, but is not limited to, the identities, contact information, and/or sales information relating to NuLife Span Influencers and/or Customers: (a) that is contained in or derived from any Influencers respective Back-Office; (b) that is derived from any reports issued by NuLife Span to Influencers to assist them in operating and managing their NuLife Span business; and/or (c) to which an would not have access or would not have acquired but for his/her affiliation with NuLife Span. Confidential Information constitutes proprietary business trade secrets belonging exclusively to NuLife Span and is provided to Influencers in strict confidence, solely for the purpose of promoting NuLife Span in accordance with this Agreement. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than for use in fulfilling the Distributor Agreement and in building and managing a NuLife Span business. Any violation of this policy shall cause NuLife Span irreparable harm for which there is no adequate remedy at law. The parties further agree that the harm to NuLife Span should disclose confidential information outweighs any harm to the in not disclosing that information such that injunctive relief should be granted to NuLife Span. NuLife Span shall be entitled to immediate and permanent equitable relief to prevent further violations of this policy and shall be able to obtain such relief in a court of law, despite the arbitration clause applying to disputes arising out of breach of the Agreement.

4.8 Enrollment, Sponsoring, Placement
Influencers in good standing may enroll (sponsor) and place others into NuLife Span as a direct Preferred Customer or . A prospective customer or has the right to choose his/her sponsor and no may pressure, harass, intimidate or force anyone to buy anything or take any action they do not otherwise wish to take. Further, no may force or require any prospective or new or customer to agree to anything or sign any agreement other than the standard NuLife Span Distributor Agreement. No may attempt to sell or promote the products or services of any company, including NuLife Span, to anyone not personally-enrolled by the .

Conflicts of Interest

5.1 Participation in Other Direct Sales Companies

Influencers may NOT participate as Distributors in other direct selling or network marketing or multilevel marketing ventures (collectively “Network Marketing Ventures”). Under no circumstances may any present NuLife Span products or business along with any other companyInfluencers products, services or opportunities.

5.2 Non-solicitation

During the term of the Agreement and for a period of twelve(12) months after termination for any reason, an shall not engage in any actual or attempted recruitment or enrollment of any NuLife Span for other network marketing, direct sales or similar ventures, either directly, indirectly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of another network marketing or direct sales company to any NuLife Span or Customer, or implicitly or explicitly encouraging any NuLife Span or Customer to join another or do business with another company.

- For a period of twelve(12) months following the termination of an Independent Distributor Agreement for any reason, the former is strictly prohibited from recruiting or attempting to recruit any NuLife Span or Preferred Customer for another network marketing or direct sales venture, other than those originally personally enrolled in NuLife Span. By agreeing to the Agreement, each acknowledges and agrees that NuLife Span is trying to protect legitimate business interests by this prohibition and such prohibition is reasonable in its scope and duration.

- During the term of the Agreement and for a period of twelve(12) months after its termination or cancellation for any reason, an may not: (a) Produce, offer or transfer any literature, tapes, CDs, DVDs or other promotional material of any nature for another network marketing or direct sales venture which is used by the or any third person to recruit NuLife Span Influencers or Preferred Customers for that or any other network marketing venture; (b) Sell, offer to sell, or promote any competing non-NuLife Span products or services to NuLife Span Influencers or Preferred Customers (any product in the same generic product category as a NuLife Span product is deemed to be competing (e.g., any nutritional supplement is in the same generic category as NuLife Span nutritional supplements, and is, therefore, a competing product, regardless of differences in cost, quality, ingredients or nutrient content); (c) Offer NuLife Span products or promote the NuLife Span Compensation Plan in conjunction with any non-NuLife Span products, services, business plan, opportunity or incentive; or (d) Offer any non-NuLife Span products, services, business plan, opportunity or incentive at any NuLife Span meeting, seminar, launch, convention or other NuLife Span function, or immediately following such event.

- During the term of the Distributor Agreement and for a period of twelve(12) months after its termination for any reason, shall not contact any vendor, consultant, employee or agent of NuLife Span for the purpose of starting a direct sales company or for the purpose of assisting or joining any existing direct sales company.

- During the term of the Agreement and for a period of twelve(12) months after its termination for any reason, shall not attempt to copy, manufacture, reverse engineer or produce for sale or distribution any product sold, manufactured by, or produced for NuLife Span.

5.3 Targeting Other Direct Sellers

NuLife Span does not encourage Influencers to target the sales force of another network marketing or direct sales company to sell NuLife Span products or to become NuLife Span Influencers, nor does NuLife Span encourage Influencers to solicit or entice members of the sales force of another direct sales company to violate the terms of their contract with such other company. Influencers will be responsible for their own conduct and NuLife Span will not indemnify or defend an should another company bring any legal action alleging unethical or inappropriate business conduct.

5.4 Cross-Sponsoring

Actual or attempted cross-sponsoring is strictly prohibited. “Cross-Sponsoring” is defined as the enrollment or attempted enrollment of an individual or entity which already has a current customer account or Independent Distributor Application and Agreement on file with NuLife Span, or which has had such an agreement within the preceding twelve (12) calendar months, within a different line of sponsorship. The use of a spouseInfluencers or relativeInfluencers name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy or any other provision of the Agreement is strictly prohibited. Influencers shall not demean, discredit or defame other NuLife Span Influencers in an attempt to entice another to become part of a different Influencers Marketing Organization. If Cross-Sponsoring is discovered, it must be brought to NuLife SpanInfluencers attention immediately. NuLife Span may take action against the who changed organizations and/ or those Influencers who encouraged or participated in the Cross-Sponsoring. NuLife Span may also move all or part of the offending Influencers downline to his or her original Downline organization if the Company deems it equitable and feasible to do so. However, NuLife Span is under no obligation to move the Cross-sponsored InfluencerInfluencers downline organization, and the ultimate disposition of the organization remains within the sole discretion of NuLife Span. Influencers waive any and all claims and causes of action against NuLife Span arising from or relating to the disposition of the Cross-sponsored InfluencerInfluencers downline organization.

5.5 Bonus Buying and Stacking

Bonus Buying and/or Stacking is strictly prohibited and will not be tolerated under any conditions or circumstances. “Bonus buying” is manipulating the compensation plan to generate any bonuses and/or commissions for other than a legitimate product sale and includes, but is not limited to: (1) the enrollment of individuals or entities without their knowledge and/or execution of an Independent Distributor Application and Agreement by such individuals or entities; (2) the fraudulent enrollment of an individual or entity as an Influencer or Preferred Customer; (3) the enrollment or attempted enrollment of non-existent individuals or entities as Customers, VIP Customers or Influencers or Preferred Customers (4) the use of a credit card by or on behalf of an Influencer or Preferred Customer when the Influencer or Preferred
Customer is not the account holder of such credit card; (5) purchasing NuLife Span product on behalf of another or Customer or under another number, or Customer ID to qualify for commissions, bonuses or incentives and/or (6) the creation of any order or volume not the result of a legitimate sale transaction in the normal course of business.

“Stacking” includes: (1) the failure to transmit applications to NuLife Span in a timely manner or the holding of a member agreement in excess of (2) business days after its execution. (2) The manipulation of member agreements for the purpose of maximizing compensation pursuant to the Compensation Plan (3) providing financial assistance to members, buying products, or drop shipping through anotherInfluencers account for the purpose of increasing the payout of your sales organization and/or (4) the placing of orders or volume so as to deprive an upline sponsor of commissions or bonuses they should otherwise be entitled to receive.

SECTION 6

Communication and Confidentiality Within NuLife Span

6.1 Downline Activity (Genealogy Reports)

Downline Activity Reports are available for access and viewing through the secure Back Office. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets and are owned exclusively by NuLife Span. NuLife Span will not be responsible for any errors, incorrect or missing information that may be included or excluded from any report. Downline Activity Reports are provided to Influencers in strictest confidence and are made available to for the sole purpose of assisting Influencers in working with their respective Downline Organizations in the development of their NuLife Span business under the Agreement. Influencers should use their Downline Activity Reports to assist, motivate and train their Downline Influencers and support their customers. The and NuLife Span acknowledge and agree that, but for this agreement of confidentiality and nondisclosure, NuLife Span would not

provide Downline Activity Reports to the . A NuLife Span shall not, on his/her own behalf, or on behalf of any other person or entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his/her Back Office or Downline Activity Report;
- Use the information to compete with NuLife Span or for any purpose other than promoting his/her NuLife Span business;
- Recruit or solicit any , or Preferred Customer of NuLife Span listed on any report, or in any manner attempt to influence or induce any or Preferred Customer, to alter their business relationship with NuLife Span;
- Use or disclose to any person or entity any information contained in any Downline Activity Report. Upon demand by the Company, any current or former will return the original and all copies of any Downline Activity Reports to the Company; and
- It is a violation of the Agreement and these Policies and Procedures for an or any third party to access any data via reverse engineering, keystroke monitoring, hacking or by any other means.

6.2 Communication Opt-in

Influencers agree that NuLife Span or a party acting on its behalf may contact you by any means available, including, but not limited to a landline or cellular telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging or email. You consent and agree to NuLife Spans contacting you in this manner at the address, telephone number(s) or email address that you provided or as updated. You understand that your carrierInfluencers standard rates may apply for calls and/or text messages. You understand that you may opt-out of receiving text messages at any time by replying "STOP." You understand that your consent is not a condition of purchase. You consent and agree to the NuLife Span Privacy Policy when you agree and submit this Agreement.

6.3 Media and Likeness Use Consent and Release

By submitting the NuLife Span Distributor Agreement, you authorize NuLife Span to use your name, testimonials, and/or likeness in any NuLife Span advertising or promotional materials in any media without remuneration. Additionally, you consent to and authorize the use and reproduction of any photographs taken by or supplied to NuLife Span and further consent to the use and reproduction of any quotes, testimonials, stories, conversations on social networking media for any print or electronic publicity, marketing or promotional purposes, without remuneration.

SECTION 7

Advertising and Promotion

7.1 General

Any advertising or promotion must safeguard the good reputation of NuLife Span and demonstrate good business practice. Under no circumstances is it ever permissible to use unprofessional, discourteous, false, deceptive, misleading, unethical or immoral conduct, claims or practices in the promotion of NuLife Span and its products. Influencers must take all reasonable care to ensure that any advertising, promotion or postings are professional, grammatically correct and non-offensive. Influencers should only use the sales aids and support materials produced by NuLife Span. We have carefully designed our products, product labels, Compensation Plan and promotional materials to ensure that the presentation of each aspect of NuLife Span is professional, fair, truthful, substantiated, accurately presented and in compliance with applicable laws or regulations. NuLife Span reserves the right, at its discretion, to edit or discontinue previously approved materials. NuLife Span further reserves the right to rescind approval for any sales tools, promotional materials, advertisements or other literature, and Influencers waive all claims for damages or remuneration arising from or relating to such rescission. As these compliance policies are vital to the long-term stability of NuLife Span and the preservation of the opportunity for all, these advertising policies will be strictly enforced. Using non-approved material or

failing to obtain approval for marketing materials of any kind may result in disciplinary actions set forth including, without limitation, the following:

- The formal warning letter and/or probation;
- Suspension of commissions;
- Termination of the Independent Distributor Agreement; and/or
- Possible legal action

7.2 Trademarks and Copyrighted Material

NuLife Span does not allow the use of its trademarks, trade names, designs, symbols or copyrighted material by any person or entity, including Influencers, without prior written permission or unless such content is specifically prepared or approved for use. Influencers may not produce for sale or distribution, any recorded NuLife Span events, speeches and/or presentations without express written consent from NuLife Span. Further, Influencers may not use any name or portion of any name exactly like, similar to or a variation of any NuLife Span product, service, associated person or entity in the title, address, domain name, URL, social media page, username, team names, heading, handle or in any context that could be confusing, misleading or deceptive as to the origin or source of the given material or communication.

7.3 Identification as Influencer

In instances where it is permitted under these Policies and Procedures to use the NuLife Span name or other related material, it can only be done with proper identification as an Influencer. There can never be any situation where there could be confusion as to whether an was acting as the corporate NuLife Span entity. Where it is permitted for an to use a NuLife Span logo, we have made specific Independent versions of NuLife Span logos available in your Back Office under resources.

7.4 Influencer Websites

Influencers may only utilize the NuLife Span-provided replicating website to promote their NuLife Span business. Any other website utilized by an would have to be completely generic with no direct reference to NuLife Span and otherwise compliant with any applicable laws, rules or regulations. The NuLife Span replicated websites and corporate website contain professionally prepared material designed to help you promote and sell. Even generic or otherwise unidentified websites may not make any product or income claims which refer to NuLife Span or NuLife Span products and services.

7.5 E-Mail or Electronic Advertising

An may not advertise or promote NuLife Span or NuLife Span products and services or use any NuLife Span trademarks or copyrighted material in any electronic media or transmission, including e-mail, the internet, social media or otherwise unless specifically approved by NuLife Span. Internet advertising and/or mass promotion must be generic, without the use of NuLife Span trademarks, trade names or copyrighted material. “Spamming” or the unsolicited mass distribution of e-mails, faxes or other media in violation of any applicable law, rule or regulation is absolutely prohibited. Neither shall any ever publish, post, upload, distribute or communicate through any media, any unprofessional, inappropriate, profane, obscene, defamatory, misleading, untrue, false, indecent, infringing or unlawful statements, claims, material, information or data.

7.6 Online or Other Classified Ads

Influencers may not use classified ads, whether published or online classifieds, including, but not limited to, Craigslist, to list, sell or retail specific NuLife Span products, product bundles or the opportunity. Generic ads, designed to solicit responses, are permissible so long as otherwise compliant with any applicable laws, rules or regulations.

7.7 Online Auction Sites

NuLife Span and its products and services may not be listed on eBay or other online auctions, nor may Influencers enlist or otherwise allow or facilitate a third party to sell NuLife Span products on eBay or other

online auctions.

7.8 Online Retailing
Influencers may not list or sell NuLife Span products and services on any retail store or e-commerce site, including Amazon.com or the like (with the exception of their own NuLife Span-provided replicated website). Additionally, Influencers may not (1) enlist or otherwise allow a third party to sell NuLife Span products through or on any online retail store or e-commerce site or (2) sell products to a third party that the has reason to believe will sell such products on any online retail store, e-commerce site or other unauthorized methods.
7.9 Banner Advertising
Influencers may place approved banner advertisements on third-party websites. They may only use the NuLife Span approved templates and images available through the resources section of their NuLife Span Back Office. The banner must link directly back to the Influencers NuLife Span replicated website and cannot be varied, altered, revised or contain any additional information such as pricing, discounts or promotions. Discretion must be used by the in determining the appropriateness of the third party website that the banner may be posted on and NuLife Span reserves the right to request that an remove a banner ad from a website that NuLife Span, in its sole discretion, determines to be inappropriate.

7.10 “Spam Linking”
“Spam linking,” or the multiple consecutive submissions of the same or similar content into blogs, wikis, guestbooks, websites or other publicly accessible online discussion boards or forums is not permitted. This includes blog spamming, blog comment spamming and/or spam-texting. Any otherwise permissible comments an may make on blogs, forums, guest books, etc., must be unique, informative, relevant and otherwise permissible.

7.11 Digital Media Submission
Influencers may not upload, submit or publish NuLife Span-related video, audio or photo content to any digital media or website such as Facebook, YouTube, iTunes, Photobucket or a similar site.

7.12 Product Claims
No claims, which include personal testimonials, as to therapeutic, curative or beneficial properties of any products offered by NuLife Span may be made except those contained in official NuLife Span materials. In particular, no may make any claim that NuLife Span products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or signs or symptoms of a disease. Not only are such claims violations of NuLife Span policies, but they potentially violate applicable laws, including, but not limited to, federal and state laws and regulations, such as the Federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act. An that provides product experience testimonials in any medium should use care to disclose their affiliation with NuLife Span, i.e., “NuLife Span Influencer,” be honest in their testimonial personal experience and assert that they are not claiming that their experience is the typical result experienced by consumers. Unless specifically warranted in writing by NuLife Span, there are no specific results guaranteed to be achieved as a result of the use or consumption of NuLife Span products and services.

7.13 Income Claims
Influencers may not make income claims, representations or imply that anyone will achieve any specific level of income or success. Further, Influencers may not display commission checks, commission statements or other financial records in the promotion of NuLife Span.
Influencers may truthfully, accurately and fairly explain the NuLife Span Compensation Plan and show the possible ways an can earn commissions or bonuses under the plan. However, guarantees, warranties or assurances that any specific results will be achieved are not permitted. Individual results will vary and no previous results should be stated or implied as typical. Hypothetical examples may not be unreasonable or exaggerated.

7.14 Product Pricing
Influencers may not advertise or offer to sell NuLife Span products or services at any price lower than the suggested retail price of the applicable product. Further, no special offers or enticements beyond the normal NuLife Span product offerings may be made or packaged with NuLife Span products and/or services. Any offer to sell NuLife Span products and/or services must be truthful and cannot contain misleading statements such as “lowest price available” which infers that an is able to sell products at a lower price than other Influencers.

7.15 Re-Packaging
No may re-package, re-brand or otherwise alter packaging or labeling in any way, any NuLife Span product or service. The giving of tasting samples at a NuLife Span home party or meeting is permitted.

7.16 Use of Celebrity Name or Likeness
No may imply that NuLife Span is associated with or endorsed by a particular person, entity or celebrity. No name or likeness of a celebrity, group or entity may be published by Influencers without the prior written approval of NuLife Span.
7.17 Scientific Advisory Board and Other Consultants
NuLife Span has established relationships with many preeminent scientific, marketing, public relations, business, legal and other professionals. Influencers must refrain from contacting or attempting to contact any such professional or advisor unless specifically authorized in writing to do so by NuLife Span. No may claim or imply that he/she has any special relationship or privilege with any such professional or advisor.

7.18 International Marketing
Influencers are authorized to sell NuLife Span products, enroll Customers, VIP Customers, Affiliates or Influencers only in countries in which NuLife Span is authorized to conduct business as announced in official NuLife Span materials or on the NuLife Span corporate website. However, before initiating any NuLife Span-related activities in any authorized country, an Influencer must first complete and submit the NuLife Span International Enrollment Application to the Compliance Department. Once such application has been received and approved, as evidenced by written authorization by a member of the Compliance Department, the may begin activities in any authorized country in accordance with the applicable terms and conditions of that country.

7.19 “Pre-Market” International Marketing
An , in preparing for the opening of a new country, prior to the official opening of a country, but after its announcement, may provide business cards and conduct, organize or participate in meetings with no more than five (5) attendees, including the . Other attendees must be personal acquaintances or acquaintances of personal acquaintances. These meetings must be held in a home or a public establishment but may not be held in a private hotel room. Influencers are prohibited from any other Pre-Market conduct, including, but not limited to soliciting persons who are not prior personal acquaintances, importing, selling or distributing NuLife Span products, placing unapproved ads or distributing promotional material, collecting money or other consideration, etc.

7.20 Telemarketing
Influencers may not use automated systems, including, but not limited to robo-dialers and computer-assisted devices, nor may they conduct any telephone, fax, computer or other telemarketing activity that does not comply with the Federal Telephone Customer Protection Act or any other federal and/or state laws pertaining to sales and solicitation via electronic devices.

7.21 Spam
Influencers may not send or transmit unsolicited e-mails or faxes related to NuLife Span via telephone,

facsimile, electronic mail or any similar method.

7.22 Third Party Intellectual Property
Influencers may not use the intellectual property, including the trademarks, trade names, service marks or intellectual property of any third party in any promotional materials or online postings without proper license or authorization of the owner of that intellectual property. When third party intellectual property is used with authorization, it must be properly identified as the property of the third party, and the must adhere to any restrictions and/or conditions that the rightful owner of the intellectual property places on its use.

7.23 Privacy
An must respect the privacy of others in any posting or promotion. Influencers are prohibited from using the name, likeness, testimonial, story or information relating to any individual or entity unless authorized to do so. Influencers should never engage in gossip, rumors or speculation with respect to people, entities, products or services. It is never permissible under any circumstances to post any false, misleading or unconfirmed information or statements about anyone, anything or any entity in any Online forum or media.

7.24 Media
Influencers may not promote NuLife Span or NuLife Span products through interviews with the media, whether audio, video, printed or verbal, regardless of distribution or broadcasting method, whether, private, public, local, national or international, unless specifically authorized in writing by NuLife Span. Media inquiries should immediately be referred to the NuLife Span Marketing Communications Department. Further, unless otherwise authorized, Influencers may not use any form of media or other mass communication or mass advertising to promote NuLife Span or NuLife Span products. This would include, but not be limited to television shows, podcasts, news or promotional pieces on television, radio or the internet, etc.

7.25 Social Media
NuLife Span maintains a public Facebook page and other public social media forums which it uses to invite potential customers and distributors to learn more about NuLife Span. These are not intended to be used by Influencers to promote or sell. Influencers may not attempt to use such social media to otherwise promote, sell or advertise. NuLife Span reserves the right at its sole discretion to remove any non-compliant postings or messages from NuLife Span-controlled social media. NuLife Span may also maintain private or closed social media forums for various purposes including education and open forum discussions. If an is invited to join these password protected groups, that may not allow access or otherwise disseminate the information contained or obtained from a private group

7.26 Other Internet Use
Influencers otherwise complying with these Policies and Procedures may use the Internet, social networking sites, blogs, social media and applications and other sites with content based on user participation as a preliminary step to ultimately drive traffic to their NuLife Span replicated website. The goal of such use should not be to close business through those sites, but only to generate interest in finding out more about NuLife Span or NuLife Span products and services through the replicated website or other NuLife Span approved material.
7.27 Prohibited Advertising or Promotion
Under no circumstances may any ever publish, written or verbally, in any media or forum, post, state, distribute or provide any material or information that could be considered offensive sexually explicit, obscene, pornographic, profane, hateful, threatening, harmful, defamatory, libelous, harassing, racist, discriminatory based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise. Further, an may never publish graphically violent images, solicit unlawful behavior or engage in attacks on any individual group or entity. It shall be at NuLife SpanInfluencers sole discretion in determining whether such material is prohibited and the must immediately take down the non-compliant material or face disciplinary action including termination.

7.27 Not-For-Resale (or NFR Jurisdictions)
There are certain countries or jurisdiction where residents of that jurisdiction are permitted to import NuLife Span products for personal use only. NuLife Span or NuLife Span products may not otherwise be sold or re-sold in those jurisdictions

7.28 Negative Online Posts
Influencers should not engage or converse online in response to or with respect to negative posts about them. You may report such negative postings to the NuLife Span Compliance Department and if there is anything that can be done, NuLife Span will take appropriate action.
7.29 Implied Approval or Endorsement
An may never state, imply or represent that NuLife Span or NuLife Span products are endorsed, approved or sanctioned by any agency or organization, including, but not limited to the Federal Trade Commission (FTC) or the Food and Drug Administration (FDA). Government regulatory agencies do not approve or endorse any direct selling companies or their products. It is also not permissible to imply the use of or endorsement of NuLife Span products by any non-governmental agency, business, group or celebrity.

SECTION 8

Sales
8.1 Commercial Outlets
Direct sales are based on personal relationships and NuLife Span strongly encourages the retailing of its products and services through personal contact. Therefore, Influencers may not display or sell NuLife Span products or literature in general retail establishments. Influencers may, however, promote NuLife Span and NuLife Span products through appointment-based establishments such as hair salons, spas or chiropractic offices.

8.2 Trade Shows and Exhibitions
Influencers may display and/or sell NuLife Span products at trade shows or professional expositions. NuLife Span limits this to one per show, so prior, conditional approval must be obtained through the NuLife Span Compliance Department. The Compliance Department will instruct the what is necessary for final approval which will not be unreasonably withheld and will be based on the first fully-completed submission. NuLife Span reserves the right to determine, in its sole discretion, whether a particular trade show or exhibition is inappropriate for displaying any NuLife Span products or material. Swap meets, garage sales, flea markets, and similar events are not appropriate venues for the promotion of NuLife Span and its products.

8.3 Inventory
Influencers are not required to carry an inventory of products or sales aids. Those may be purchased as needed to fulfill sales to s or customers. An may wish to carry a certain level of inventory for quicker fulfillment but this is optional and based on an Influencers individual situation. Nothing in this section shall be construed to prevent Influencers from maintaining reasonable product on hand to service their customers. The purchasing of inventory simply to qualify for bonuses or commissions is prohibited and no should do so or encourage others to do so. Inventory levels should not unreasonably exceed amounts that can be used, sold or consumed within one month.

SECTION 9

Bonuses and Commissions
9.1 Qualifications

An is responsible for legitimately fulfilling all requirements and/or qualifications as stated in the NuLife Span Compensation Plan. Aside from the requirements and qualifications in the Compensation Plan, Influencers must otherwise be in good standing and in compliance with the terms and conditions of the Agreement and all Policies and Procedures. NuLife Span reserves the right in its sole discretion, to change, amend, modify or revise the Compensation Plan as appropriate. Any dispute as to whether a given requirement or qualification was met or achieved by an will be resolved at the sole discretion of NuLife Span.

9.2 Check Processing

If an chooses to receive a paper check, rather than electronic processing of a commission, bonus or other payment, then a $5.00 check processing fee will apply. Further, no check will issue until the net amount exceeds $12.00. Commissions or bonuses lower than $12.00 will accrue and will not be forfeited so long as remains active and in good standing. Checks will generate and process through the NuLife Span pay portal if the paper check method payout option is chosen by the .

9.3 Replacement Checks

Any check having to be replaced or reissued will be done so via Hyperwallet which is the company that processes all NuLife Span payments to Influencers. Please contact Hyperwallet Customer Service for payout issues.

9.4 Adjustments and Clawbacks

NuLife Span reserves the right to withhold, adjust or deduct commissions or bonuses from any as necessary. This may be due to returned products, canceled orders, orders with invalid payments, product buybacks, or qualification rollbacks (where a certain level is no longer achieved based on returned, canceled or invalid orders). Deductions may continue for multiple periods until the full amount is recovered.

9.5 Unclaimed Commissions

Any commission, bonus or other payment shall be void if not used or negotiated within six (6) months from issuance. Influencers are responsible for negotiating any payment within six months. Further, account credits must be used within six (6) months. Payments may be reinstated for a valid reason at NuLife SpanInfluencers sole discretion, but a $25 charge will apply.

9.6 Incentive Trips and Awards

NuLife Span may, in its sole discretion, provide incentive trips and other awards to qualified Influencers. NuLife Span will determine the guidelines and criteria for such awards. Those awards cannot be deferred, will have no cash value and, if required, NuLife Span will issue a 1099 for the applicable amount. NuLife Span, other than providing the applicable award, will not be responsible for any additional costs, fees or expenses incurred by an with respect to such award. The will indemnify, defend and hold NuLife Span harmless from any claim, injury, loss or damages sustained by or guest of with respect to participation in such trip or award.

9.7 “50 Percent Rule”

NuLife Span does not encourage nor does it require inventory loading or large inventory purchases. Therefore, in order to remain qualified to receive commissions or bonuses, Influencers are certifying before placing a product order, that they have used, sold or consumed at least 50 percent of products previously purchased. This rule is not intended to discourage the maintaining of reasonable inventory to best service your Preferred customers.

9.8 Preferred Customer Rule

In order to stay qualified for any commissions or bonuses payable under the NuLife Span Compensation Plan, Influencers must make retail sales, either directly or through NuLife Span, to a reasonable amount of preferred customers each month. All Influencers must keep records of such sales and may be subject to audit and verification.

SECTION 10

Product Ordering

10.1 Purchasing Product

Influencers should purchase products directly from NuLife Span under his/her number. Influencers are not required to purchase any specific amount of product or level or inventory. Any purchases made from other sources are prohibited and the will not receive credit for sales volume associated with that order

10.2 General Ordering Policies

It is the Influencers responsibility to ensure that all orders, through the mail, internet, telephone or otherwise, contain valid and proper payment. When there is improper or invalid payment, NuLife Span will make reasonable attempts to obtain valid payment, but if such payment is not received within 5 business days, then the order will not be processed. There are no payment plans, nor are charge-on-delivery, C.O.D. or other deferred payment methods available or accepted.

10.3 Shipping and Back Orders

NuLife Span always makes its best effort to expeditiously ship orders. If, however, an ordered item is out of stock, it will be placed on back order and shipped when received into NuLife Span inventory. NuLife Span will notify Influencers if there will be an unreasonable delay and if so, Influencers will have the opportunity to cancel or revise the order. Keep in mind that no volume credit will be received, nor will commissions be paid, on canceled orders.

10.4 Shipment Confirmation

NuLife Span takes pride in achieving the highest level of shipping efficiency and in the rare situations that there is an error in shipping, will take all reasonable steps to resolve the problem. It is the Influencers or recipientInfluencers responsibility, however, to confirm that a product shipment matches the shipping invoice and is undamaged. Influencers must immediately notify NuLife Span of any shipping discrepancy or damage, but in no event can notice to NuLife Span exceed five days from shipments delivery date. Influencers who wait longer than five days to notify NuLife Span will be deemed to have waived the right to any correction of a shipping problem.

10.5 Customer Payment

Influencers should not hold or accept monies from Preferred Customers to be held in anticipation of future orders.

10.6 Insufficient Funds

Influencers are responsible for ensuring that there are sufficient funds or credit available in his/her account to cover any monthly Autoship order or subscription. NuLife Span is not obligated to contact Influencers for any scheduled Autoship order or subscription that does not process due to invalid or insufficient payment. Canceled or unprocessed orders may result in failure to qualify at a given level. NuLife Span reserves the right to charge a fee to cover the re-processing of any order due to invalid payment provided at the original time of order.

10.7 Third Party Credit Card Use

Influencers shall not allow other Influencers or Customers to use his/her credit card or another form of payment, nor shall any use or attempt to use another personInfluencers credit card or another form of payment.

10.8 Sales and Use Tax

NuLife Span charges and collects applicable sales and use taxes, based on suggested retail price, on purchases made by Influencers or customers and will remit those taxes collected to the respective state taxing authority. Influencers who choose to accept responsibility for their own sales tax collection and remittance may submit a

valid Sales Tax Exemption Certificate and Sales Tax Registration License. NuLife Span in its sole discretion will determine whether such tax exemption papers apply to any given order and no sales tax exemption will ever be retroactive.

SECTION 11

Product Returns

11.1 Product Guarantee

NuLife Span offers its retail consumers a 30-day guarantee. Product and marketing materials returned within thirty (30) days after the purchaser shall receive a 100% refund of the price actually paid, less shipping and handling costs. Consumers must provide any requested documentation relating to the sale and no refund shall
apply to promotional products or samples. Influencers must refund any amounts collected by them and not by NuLife Span.

11.2 Inventory Repurchase

An Influencer who resigns, which resignation must be in writing, may return product or marketing materials purchased within the last six (6) months prior to resignation, or longer if required by law, that is otherwise in good condition and resalable subject to NuLife SpanInfluencers determination. Upon compliance with all applicable requirements, a full refund, less a 10% restocking fee and shipping and handling costs will be issued by the Company. Any product that cannot be sold or is opened, used, damaged, expired, or within three (3) months of expiration, will not be eligible for a refund. Please allow for up to twenty (20) days from the time that the product is received for the refund to be processed. NuLife Span may withhold or deduct any commissions, bonuses or other compensation earned as a result of qualifications utilizing product now being returned. NuLife Span Customer Support must be contacted prior to shipping product back, so that you may obtain a Return Merchandise Authorization (“RMA”) number and properly identify the product being returned. The obtaining of an RMA does not mean that the product falls within the repurchase policy. That determination can only be made after the product is received by NuLife Span. NuLife Span is not under any obligation to accept any returns not properly identified with an RMA number. Further, NuLife Span is under no obligation to return any products received that do not fall under the repurchase policy.

11.3 Exceptions

Previously paid bonuses or commissions may be reversed or adjusted as a result of the returns, cancellations and at the sole discretion of NuLife Span. Any Commissions paid to the and his/her upline for the product returned by an or customer may be debited from the respective upline Influencers account or withheld from present or future commission payments. A Influencer agrees that he or she will not rely on existing downline volume at the close of a commissionInfluencers period, as returns may cause changes to his or her title, rank and/or commissions payout.

SECTION 12

General

12.1 Identification

All Influencers are required to provide and certify the accuracy of, their Social Security Number, Federal Employer Identification Number, (US & Territory Residents) or equivalent government-issued identification number, to NuLife Span on the Independent Distributor Application and Agreement. Such number will be maintained securely by NuLife Span and is required for proper tax reporting. Upon enrollment, NuLife Span will provide a unique Influencer Identification Number (number) to the by which he/she will be identified. This number will be used to place orders and track commissions and bonuses. **12.2 Income Taxes** Each is responsible for paying all applicable local, state, and federal taxes on any income generated as a result of his/her NuLife Span business. If a NuLife Span is tax exempt, the applicable federal tax identification number must be provided to NuLife Span. Every year, as required, NuLife Span will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. distributor who: (1) had earnings of over $600 in the previous

calendar year; (2) made purchases during the previous calendar year in excess of $5,000; or (3) earned an incentive award trip.

12.3 Business Pursuits Insurance

A NuLife Span is responsible for and may wish to arrange insurance coverage for their independent business. Be advised that a homeownerInfluencers insurance policy typically does not cover business-related injuries or the theft of or damage to inventory or business equipment. Each should contact their insurance agent to make certain that their relevant property is protected. In the U.S., this can often be accomplished with a simple "Business Pursuit" endorsement attached to their present homeownerInfluencers policy. NuLife Span will not be responsible for any losses incurred or suffered by an in the conduct of their NuLife Span or other business.

12.4 Product Liability Coverage

NuLife Span maintains insurance to protect NuLife Span and Influencers against product liability claims. NuLife SpanInfluencers insurance policy extends coverage to s so long as they are marketing NuLife Span products in the regular course of conduct and in accordance with NuLife Span policies and applicable laws and regulations. The NuLife Span product liability policy may not extend coverage to claims or actions that arise as a result of an Influencers misconduct in marketing the products.

12.5 Local Rules, Laws, Ordinances or Regulations

Aside from complying with NuLife Span terms and conditions or policies and procedures, Influencers are responsible for complying with any applicable law, rule, regulation, statute, requirement or ordinance that may apply to their NuLife Span independent business in their applicable jurisdiction, which may be any local area, town, city, county, state or country. It is the Influencers responsibility to be aware of any such laws or regulations that may apply to them or their business.

12.6 Indemnification

All Influencers agree to indemnify, defend and hold harmless, NuLife Span, its owners, directors, employees, consultants, agents, vendors and associated persons or entities from and against any and all claims, demands, liabilities, losses, costs or expenses arising from the conduct of the in the conducting of any NuLife Span business and/or business or conduct arising out of the Distributor Agreement or breach of the Agreement. This includes, but is not limited to, court costs or attorneyInfluencers fees asserted against, suffered by or incurred by the or any other by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise; Influencers activities, Influencers breach of any terms of the Independent Distributor Agreement or Influencers violation or failure to comply with any applicable federal, state or local law, statute, code, regulation or ordinance. This provision shall survive the termination of the Independent Distributor Agreement.

12.7 Exclusion of Damages

NuLife Span, its owners, directors, employees, affiliates, consultants and associated persons or entities shall not be liable under any circumstances to any NuLife Span for any exemplary, indirect, consequential, special or punitive damages for any and all claims, demands or actions resulting or arising from the Independent Distributor Agreement, the function, operation or lack of function or any equipment, website software, delay of any shipment or an act or omission of any NuLife Span related party, whether based in contract, tort, negligence, strict liability or any other cause of action. Damages will be limited to compensatory damages limited to the amount of legitimately obtained unsold NuLife Span product owned by an or the actual amount of commissions or bonuses that may be due.

12.8 Errors or Questions

If an has questions about or believes that any errors have been made regarding commissions, bonuses, genealogy or charges, the must notify NuLife Span within 15 days of the purported error in question. NuLife Span is not responsible for any errors, omissions or problems which are not reported to NuLife Span within 15

days.

SECTION 13

Dispute Resolution

13.1 Disciplinary Action

If any is found to be in violation or breach of any applicable term, condition, policy, procedure, law or regulation pertaining to the Independent Distributor Agreement, NuLife Span, at its discretion, may take one or more of the following actions:

- Issuance of a warning or admonition;
- Directing the to make immediate corrective measures;
- Holding back, in whole or in part, one or more bonus or commission payments;
- Reversing, in whole or in part, one or more bonus or commission payments;
- Suspending all rights and privileges of an to conduct NuLife Span business pending final outcome;
- Canceling or re-assigning one or more Influencers or customers deemed not to be legitimately acquired by an ;
- Revoking the rights and privileges of a given person or entity with respect to being able to conduct NuLife Span business; 8. Terminating an or associated ;

9. The seeking of monetary and/or equitable relief in a court or proceeding of appropriate jurisdiction; Any other measure or action required to provide an appropriate remedy for injuries caused partially or exclusively by the conduct of the

13.2 Change of Sponsor (Enroller)

Change of Sponsorship or Enroller is not permitted except to correct reasonable errors or mistakes. If there is a dispute as to the proper sponsor/enroller of an , then it shall be resolved and determined by NuLife Span in its sole discretion. Influencers otherwise in good standing who voluntarily resign and remain inactive for twelve (12) months may reapply under a new sponsor with no rights to any former downline or privileges. Written request of re-enrollment must be sent to NuLife Span and approved by an authorized NuLife Span representative prior to rejoining NuLife Span as an .

13.3 Change of Placement

Change of Placement Sponsor may only be done within 3 business days of placement and only to correct errors or mistakes in the placement sponsorship.

13.4 Arbitration

Influencers must attempt to resolve any dispute under this Agreement in an amicable and reasonable way directly with NuLife Span. If a NuLife Span feels additional actions are necessary, then all Influencers agree that any claim, dispute and/or legal action surrounding the terms and conditions of this Agreement shall be resolved solely and exclusively by arbitration in accordance with the Federal Arbitration Act and under the rules and auspices of the American Arbitration Association (AAA). Any arbitration shall be held in St. Clair County in the State of Michigan, under the Commercial Arbitration Rules of the AAA and conducted by a single arbiter who is an attorney with knowledge of direct sales. Such arbitration shall be governed by the laws of the State of Michigan, excluding those relating to conflicts of law. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties. This arbitration clause shall survive any termination of the Independent Distributor Agreement.

13.5 No Class or Group Actions, Lawsuits or Arbitration

Influencers agree that there will be no group, mass or class arbitrations or other litigation stemming from the

Independent Distributor Agreement for any reason. Any arbitration stemming from the Independent Distributor Agreement shall be conducted solely between the individual and NuLife Span based on the specific allegations and facts applying to that . Further, Influencers agree to keep any arbitration proceeding confidential and not to disclose any aspect of any arbitration except as required by law.

13.6 Injunctive Relief

The arbitration clause notwithstanding, nothing in the Independent Distributor Agreement or these Policies and Procedures shall prevent NuLife Span from seeking appropriate equitable or injunctive relief in a court of law. The acknowledges that the breach of certain portions of the Agreement, including, but not limited to, the protection of confidential or proprietary information and disparagement, would cause irreparable harm to NuLife Span, the amount and extent of which would be difficult to estimate or ascertain through arbitration. Therefore, agrees that NuLife Span shall be entitled to equitable or injunctive relief, through a court of appropriate jurisdiction, without the necessity of posting a bond or other security. Such injunctive or equitable relief shall not be the exclusive remedy available to NuLife Span.

13.7 AttorneyInfluencers Fees

Each party shall bear its own attorneys' fees and any other costs and expenses incurred in the resolution of any dispute without regard to the outcome.

13.8 Jurisdiction and Venue

Arbitration clause notwithstanding, the parties agree that personal jurisdiction and venue for any dispute arising out of or relating to the Independent Distributor Agreement, including any challenge to or compelling of arbitration, are proper exclusively in the state and/or federal courts located in the State of Michigan, County of St. Clair, and both parties hereby submit to, and waive any objection to, personal jurisdiction or venue in such courts for such purpose.

13.9 Governing Law

Should there be any state or federal court proceedings stemming from the Agreement, then the interpretation and enforcement of the Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of Michigan, without giving effect to conflicts of law principles.

13.10 Statute of Limitations

The time within which any may bring any legal action against NuLife Span shall be the shorter of one year or the applicable statute of limitations for that action. The agrees that any longer statute of limitations will not apply unless otherwise required by law.

SECTION 14

Inactivity and Termination

14.1 Cancellation/Termination

Any who cancels, resigns or is terminated, whether voluntarily or involuntarily, will no longer have any rights or privileges as a NuLife Span and will be unable to promote NuLife Span products and services, sell NuLife Span products and services or receive any compensation, commissions or bonuses under the NuLife Span Compensation Plan. Further, no terminated may ever represent or misrepresent in or on any forum that he/ she is still associated with NuLife Span. A terminated is not authorized to utilize any NuLife Span materials, trademarks, trade names, service marks or copyrighted material, even if such that any sales or transactions related to such unpaid commissions will be canceled, reversed, refunded or found to be invalid.

14.2 Non-Renewal

Any who fails to complete the renewal process in effect at the appropriate time, including the payment of any renewal fee if applicable, will be deemed to have resigned from NuLife Span, will lose all rights and privileges as an and shall have no right, title, claim or interest to the marketing organization which he/she previously had,

and will not be entitled to any commissions or bonuses from the sales generated by the marketing organization or that the non-renewed may have previously been entitled to receive. A non-renewed who was otherwise in good standing and who has remained inactive for at least six months may reapply to become an under any sponsor and starting from scratch as if they had never been a NuLife Span .

14.3 Termination Due to Inactivity

A NuLife Span independent has the responsibility to lead his or her marketing organization with the proper example in personal production of sales to end consumers. Without this proper example and leadership, the will lose his or her right to receive commissions from sales generated through his or her marketing organization. Influencers who personally generate less than 40 in Personal Qualification Volume (PQV) for any pay period will not receive a commission for the sales generated through his or her marketing organization for that pay period. If an Influencer has not fulfilled his or her PQV requirement for a period of twelve (12) consecutive calendar months, his/ her Agreement shall be canceled for inactivity and the shall be deemed terminated. The Cancellation will become effective on the day following the last day of the twelfth month of inactivity. Influencers may reapply as a new Influencer only after a twelve (12) month period has elapsed from the day of cancellation.

14.3 Involuntary Termination

An Influencers breach of any of the terms of the Agreement may result in any of the actions discussed in Section 13.1, including involuntary termination. Unless otherwise provided for in the termination notice, termination shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier to the InfluencerInfluencers last known address (or fax number), or his or her attorney, or when the Influencer receives actual notice of cancellation, whichever occurs first. Influencers involuntarily terminated may not ever reapply to become an as an individual or as part of an entity.

14.4 Voluntary Cancellation

Any has the right to cancel the Agreement at any time. Cancellation must be submitted in writing to NuLife Span at its then current business address, faxed to NuLife Span at its current business address, or a copy may be submitted to NuLife Spancompliance@totallifechanges.com. The written notice must include the Influencers signature, printed name, address and account number. However, if an Influencer is not in good standing with the Company at the time NuLife Span receives notice of cancellation, the consequences of an involuntary cancellation may take effect (as per Section 12). Customers, Preferred (VIP) Customers or Influencers may reapply as a new Influencer after a cancellation letter is received for their current account and a six (6) month period of complete inactivity has elapsed or a twelve (12) month period of complete inactivity has elapsed from the day of the most recent qualifying order, and only after contacting and receiving approval from an authorized NuLife Span company representative.

SECTION 15

Definitions

Acceptance – means the acceptance by NuLife Span of the application to become an after the completion of an Independent Distributor Application and Agreement and submission or delivery to NuLife Span via online submission or another delivery service. “Acceptance” shall be deemed to occur when NuLife Span receives and approves an Independent Distributor Application and Agreement by assigning an account number and officially placing the new in the NuLife Span computer database system. However, NuLife Span may revoke acceptance at its sole discretion at any time within the first 30 days.

Active or Active Influencer – means an who satisfies the minimum Personal Qualification Volume requirements for a given time period, as set forth in the NuLife Span Compensation Plan, to ensure that he/she is eligible to receive rebates, bonuses and/or commissions.

Active Rank – means the current rank of an , as determined by the NuLife Span Compensation Plan, for a given bonus period. To be considered “Active” relative to a particular rank, an must meet the criteria set forth in the NuLife Span Compensation Plan for his/her respective rank. (See the definition of “Rank” below.) Agreement –

means the contract between NuLife Span and each that all s must agree to in order to transact business with NuLife Span. This includes the Distributor Application and Agreement, the NuLife Span Policies and Procedures, the NuLife Span Compensation Plan, Autoship Agreement, and the Business Entity Form (where appropriate), all in their current form or as amended by NuLife Span from time to time in its sole discretion. These documents are incorporated by reference into the Independent Distributor Agreement and are collectively referred to as and comprise the "Agreement."

Smartship Agreement – means the optional NuLife Span program that automatically ships the product to Influencers. Smartship offers convenience but is not required as long as applicable requirements and qualifications are otherwise met.

Breach – "Breach," "Default" and "Violation" mean an actual or alleged transgression or violation of any part of the Agreement.

Cancellation – means the termination of an Independent Distributor Agreement. Cancellation may be either voluntary or involuntary, through non-renewal, inactivity or disciplinary action.

Commissionable Volume – means the value assigned to all NuLife Span products on which commissions and/or bonuses may be paid. Such value may be less than the retail or wholesale price of such product. Business starter kits and sales aids do not contain Commissionable Volume. Company – means NuLife Span, L and may also be referred to as NuLife Span.

Customer or Preferred Customer – means Retail Customer. Customers may purchase a product for personal use only and may not resell the product. An participating in the NuLife Span Compensation Plan is not a Customer.

Retail Customer – means a customer who purchases directly from NuLife Span at retail prices and who is not an . Customers may purchase a product for personal use only and may not resell the product. An participating in the NuLife Span Compensation Plan is not and may not act as a Retail Customer.

Downline – means the network of Customers, VIP Customers or Influencers and Customers who exist under an Influencer account. Influencer understands that (1) Influencer does not have any ownership or possessory right, title or interest in any downline individual, entity, organization or in any materials generated by NuLife Span or created by Influencer or any other individual or entity to the extent that it consists, in whole or in part, of any information about NuLife Span downlines or any part of the Agreement; (2) the sole property interest of an Influencer with respect to downlines is the contractual right to receive commissions as set forth in the Agreement; and (3) that NuLife Span is the sole owner of any and all downline rights, titles, interests, and materials.

Downline Activity Report – means a monthly report generated by NuLife Span that provides critical data relating to the identities of Influencers, Customers, sales information and enrollment activity of each Influencers marketing organization. This report contains confidential and trade secret information which is proprietary to NuLife Span and is owned solely by NuLife Span.

Downline Leg – A specific chain of Influencers enrolled below an and their respective marketing organizations represent one "leg" in the Influencers OwnerInfluencers marketing organization.

End Consumer (or End-Use Consumer) – means a person who purchases NuLife Span products for the purpose of personal consumption rather than that of reselling them to someone else.

Enrolled – means the Influencers and Customers who have been signed up as NuLife Span Influencers or Customers by an .

Enroller – means the who enrolls or sponsors a new or Customer into NuLife Span. The enroller may "place" the new or Customer under himself or herself, or may place the new or Customer under any eligible downline . The person whom the new or Customer is placed under is the new InfluencerInfluencers "placement sponsor." The same may be a new InfluencerInfluencers "Enroller" and "Placement Sponsor." See the definition of "Placement Sponsor" below.

Group Sales Volume (GV) – means the commissionable value of the NuLife Span product sales generated by an Influencers marketing organization. Group Sales Volume does not include the Personal Sales Volume (PV) of the subject nor does it include and starter kits or non-product sales aids.

Immediate Household – means heads of household and dependent family members residing at the same house.

Influencer – means an independent contractor who has signed and completed the official NuLife Span

Independent Distributor Application and Agreement and whose Agreement has been accepted by NuLife Span. May also be referred to as an . An is required to meet certain qualifications and is responsible for the training, motivation, support, and development of the Influencers in their respective marketing organization. Influencers are entitled to purchase NuLife Span products at wholesale prices, enroll Customers and new Influencers, and participate in the Compensation Plan. Preferred Customers are not Customers, VIP Customers or Influencers.
Level – means the layers of downline Influencers in a particular Influencers marketing organization. This term refers to the relationship of an relative to a particular upline , determined by the number of Influencers between them who are related by sponsorship. For example, if A is the sponsor of B, B is the Sponsor of C, C is the sponsor of D, and D is the sponsor of E, then E is on AInfluencers fourth level.
Marketing Organization – means the Customers, VIP Customers or Influencers and Customers who are enrolled or sponsored below a particular Influencer or Customer.
Official NuLife Span Material – means literature, audio or digital recordings and other materials developed, printed, published and distributed by NuLife Span to Customers, VIP Customers or Influencers.
Qualifying Sales Volume (QV) – means the commissionable value of NuLife Span products generated by an InfluencerInfluencers marketing organization, including the InfluencerInfluencers Personal Sales Volume (PV).
Personal Production – means selling a product to an end consumer for personal use.
Personal Sales Volume (PV) – means the commissionable value of products sold in a calendar month: (1) shipped by NuLife Span to an Influencer; and/or (2) shipped by NuLife Span to the InfluencerInfluencers personally enrolled Direct Preferred Customers and Preferred Customers.
Placement (sometimes referred to as Sponsor or Placement Sponsor) – means an Influencer or Customer under whom the enroller places a new Influencer or Customer.
Rank – means the “title” that an Influencer has achieved pursuant to the NuLife Span Compensation Plan. Cross Recruit – means, actually or attempting to solicit, enroll, encourage or attempt to influence in any other way, either directly or through a third party, another NuLife Span Influencer or Customer, Direct or Retail, to enroll or participate in another multilevel marketing, network marketing, direct sales or affiliate program opportunity. This conduct constitutes cross recruiting even if the InfluencerInfluencers actions are in response to an inquiry made by another Influencer or Customer.
Restockable and Resalable – means products and sales aids when returned to NuLife Span, if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) products are returned to NuLife Span within thirty (30) days from the date of purchase; (5) the product expiration date has not elapsed; and (6) the product contains current NuLife Span labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued or as a seasonal item shall not be resalable.

Retail Profit – means the difference between the wholesale price (as defined below) of products and the retail price an Influencer receives for products when they are resold.
Roll-Up – means the method by which a vacancy is filled in a marketing organization left by an or Preferred Customer whose respective Agreement has been canceled.
Influencer or Business Starter kit – means a selection of NuLife Span training materials and business support materials that can assist each new Influencer in the promotion of their NuLife Span independent business. This purchase may be optional in some states and is not commissionable.
Suggested Retail Price (SRP) – means the price at which NuLife Span suggests Customers, VIP Customers or Influencers promote or sell a particular product or materials to preferred customers.
Upline – means the Customers, VIP Customers or Influencers(s) above a particular Influencer in a sponsorship line or enrollment line up to the Company. Conversely stated, it is the line of sponsors or enrollers that links any particular Influencer or Customer to the Company.
Wholesale or Wholesale Price – means the price of the products that are paid to the Company by Influencers. The wholesale price is also called the Cost. All commissions and/or bonuses are paid on Commissionable Volume of NuLife Span products, regardless of wholesale or retail pricing.

NuLife Span, L INDEPENDENT DISTRIBUTOR AGREEMENT NuLife Span Terms and Conditions for Independent Distributors

I hereby apply to become an independent distributor for NuLife Span, L. (“NuLife Span”). If I am accepted as an independent distributor, also known as a Influencer or for NuLife Span, I agree to be bound by all terms and conditions below. I am interested in using and/or promoting NuLife Span products and services and understand that it is possible to be rewarded, although there are no guarantees and any rewards are based purely on sales results. If I do not agree with these terms and conditions and/or the NuLife Span Policies and Procedures, which are incorporated by reference, then I will not apply to become a Influencer () and I will not transact business with NuLife Span. I understand, warrant and agree that:

• I am of legal age in the state, country or jurisdiction in which I reside, but at least 18 years old, and I am legally competent to enter into this Agreement.

• I am not prohibited from entering into this Agreement for any reason and my entering into this Agreement does not violate any other agreement or order that may apply to me. • I understand that no state Attorney General or other regulatory authority approves or endorses NuLife Span or any NuLife Span product or service and I will not claim otherwise to anyone. • I understand that I shall become a NuLife Span only upon acceptance of this application by NuLife Span at its sole discretion. As an with NuLife Span, I will be able to use and/or promote products and services offered by NuLife Span, but only in accordance with the NuLife Span compensation plan, these terms and conditions, and any policies and procedures, rules and regulations, etc., which are published and available on the NuLife Span corporate website and which may be amended, revised and/or changed from time to time at NuLife SpanInfluencers sole discretion. I understand that NuLife Span reserves the right to reject this application or any application to become an for any reason within thirty (30) days of NuLife SpanInfluencers receipt of such application.

• I have reviewed and acknowledge that the NuLife Span compensation plan, as well as any policies and procedures, rules and regulations or other applicable instructions as published on the NuLife Span corporate website as they exist now and as they may be amended, are incorporated by reference as part of these terms and conditions.

• Upon notification to s by publishing on the NuLife Span corporate website, NuLife Span, at its sole discretion, may amend the compensation plan, terms and conditions, rules, regulations, policies and procedures, etc. and I agree to be bound by any such changes.

• My continued use and/or promotion of NuLife Span products and services, and/or my logging in to any NuLife Span or NuLife Span-related website, and/or my transaction of any business with NuLife Span, and/or my acceptance of any compensation from NuLife Span, indicates my continued agreement with these terms and conditions as they exist now and as they may be modified or amended in the future.

• I understand that as an , I must be sponsored into NuLife Span by another . If I was not introduced to NuLife Span by another , then NuLife Span, at its sole discretion, may assign me to an appropriate sponsoring .

• I understand that NuLife Span is not obligated to offer any specific products or services and may update, expand, decrease, change, revise or modify the availability of any products and/or services at any time and at its sole discretion.

• The term of this independent distributor Agreement is one year. I understand that I may renew yearly under the renewal policy in effect at that time and at the sole discretion of NuLife Span. • I understand that no is under any obligation to participate in the compensation plan and may cancel at any time, for any reason, with written notice to NuLife Span. Once an notifies NuLife Span of his/her resignation or cancellation, that will immediately cease to accrue any rewards, privileges, rights, benefits, compensation or commissions, and must immediately cease all NuLife Span-related activity. A , if applicable, will be able to return, and NuLife Span will re-purchase, any unopened, unused, good and

re-sellable inventory of supplies, sales materials, physical products, etc. at the price paid by the , less shipping/handling and a 10% re-stocking fee, and less any commissions earned as a result of any qualifications attributed to the returned product, for a period of six months from original purchase, or longer if required by law. This clause does not apply to digital or virtual electronic products, services or downloads. will be responsible for any freight charges incurred in returning any unused materials to NuLife Span. NuLife Span will not be responsible for lost or damaged materials. NuLife Span at its sole discretion will determine if returned product meets the standards and requirements for buy-back. This clause only applies to s otherwise in good standing and in compliance with this Agreement and all applicable laws, statutes, codes, rules or regulations.

• As a NuLife Span , I will be an independent contractor responsible for my own business, my own conduct and any expenses or costs of maintaining my independent distributorship. I will not be an employee of NuLife Span. I will not be treated as an employee in regards to any laws covering employees, including but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, or income tax withholding for any federal, state or local tax laws. It is my responsibility to pay self-employment, federal, state, or local taxes of any type as required by law. I am responsible for complying with any federal, state or local laws or regulations that may be applicable to my independent distributorship.

• I will not promote NuLife Span in conjunction with any other Direct Sales or Network Marketing company or opportunity, unless specifically authorized in writing by a duly-authorized officer of NuLife Span.

• I will not use NuLife Span trade names, trademarks or copyrighted material in any form, verbal, printed or otherwise, except in promotional or advertising material that has been prepared by NuLife Span or has received prior written approval from NuLife Span.

• I will not directly or indirectly disparage, discredit or otherwise defame NuLife Span, NuLife Span employees, owners, officers or directors, other NuLife Span Influencers and/or any person or entity associated with NuLife Span. This includes any statements, written or oral, on the Internet, on social media or otherwise.

• I acknowledge that I may only have a financial interest in one position within NuLife Span. I will not, either as an individual, corporation, L or other entity, apply for or become a NuLife Span separate from this application. I understand that should I be found to have any financial interest in multiple positions, NuLife Span, at its sole discretion, may terminate or re-assign any of those positions and I will have no recourse against NuLife Span.

• A married couple should maintain one position between them. However, if both spouses of a married couple desire to each maintain their own position, then they both must be sponsored by the same sponsor. They cannot sponsor each other or be sponsored by anyone other than the original sponsor. If a married couple each have their own position, then they are each separately required to meet any requirements or qualifications of their respective positions.

• If I sponsor other Influencers into NuLife Span, I will fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. I will have ongoing contact, communication and leadership supervision with my sales organization, including, but not limited to, telephone contact, e-mail contact, text message contact, training sessions, etc. If NuLife Span requests it, I will be prepared to provide documentation of the satisfaction of my sponsor responsibilities to NuLife Span.

• I understand that the NuLife Span program is built upon sales to the ultimate consumer. NuLife Span also recognizes that Influencers may wish to purchase product in reasonable amounts for their own personal or family use. A retail sale for bonus purposes shall include sales to non-participants in the compensation plan. The will be responsible for complying with the Retail Compliance Program as instructed from time to time. This includes keeping accurate records, including receipts, for all retail sales. Further, although there may be no specific product purchases required, nor are you required to stock any inventory, you will be asked to certify that you have used, consumed or sold at least 70% of your previous inventory prior to re-ordering. Monthly commissions on your organization and sales bonuses are

contingent upon NuLife Span receiving any requested verification in a timely fashion. It is NuLife Span policy to strictly prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing program. Influencers must fulfill, and it is each Influencers responsibility to meet all applicable published personal and downline retail sales requirements, as well as supervisory responsibilities, to qualify for commissions, bonuses, overrides or advancements.

• I acknowledge and agree that I will never reveal, during or after termination of this Agreement, any confidential NuLife Span data or information to any third party, including, but not limited to, information pertaining to any other NuLife Span Influencers, other than in the furtherance of promoting NuLife Span under this Agreement. I will not attempt to solicit, directly or indirectly, any NuLife Span vendors, associates, employees, consultants or agents into any other venture, company or business relationship. This clause will not apply to individuals that I have personally-sponsored into NuLife Span.

• I agree that during the time I am an active or inactive NuLife Span and for a period of twelve (12) months following the termination for any reason of this Agreement, I will not, directly or indirectly attempt to encourage, solicit, persuade or otherwise attempt to recruit any other NuLife Span to leave NuLife Span, terminate his/her Agreement with NuLife Span or compete in any way with the business of NuLife Span. Further, during this period, I will not attempt to solicit any NuLife Span employee, agent, vendor or consultant into pursuing any business or opportunity other than NuLife Span business.

• I acknowledge that as an independent distributor, I am a wholly independent marketing representative who establishes and services wholesale and/or retail customers for NuLife Span products and services. My independent distributorship does not constitute either a purchase of an investment, a franchise, exclusive distributorship or exclusive territory, and absolutely no fees have been or will be required from me or anyone for the right to promote NuLife Span products and services and earn commissions, pursuant to this Agreement. I understand that there may be a monthly or yearly, non-commissionable, administrative fee for database maintenance and software updating. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between any person, entity, independent distributor, sponsor and/or NuLife Span. As an independent contractor, I shall:

• Abide by any and all federal, state, county and local laws, rules and/or regulations pertaining to this Agreement and/or the acquisition, receipt, holding, selling, distributing, promoting or advertising of NuLife Span products and services.

• At my own expense, make, execute or file all such reports and obtain such licenses or permits applicable to me as may be required by law or regulation with respect to this Agreement and/or the receipt, holding, selling, distributing, promoting or advertising of NuLife Span products and services.

• Be solely responsible for declaration and payment of all local, state and federal fees or taxes as may accrue, including, but not limited to, sales taxes, business taxes, income taxes due to Associate activities in connection with this Agreement.

• Never attempt to obligate or bind NuLife Span into any contract, agreement or obligation, other than if I have been specifically instructed to do so in writing by NuLife Span. • I acknowledge that NuLife Span, at its sole discretion, will determine whether qualifications have been met with respect to ranks, commissions, bonuses or compensation. • I acknowledge that should I purchase any products or services from NuLife Span, that payment made is solely for that product or service purchase. I understand that I am not making an investment in NuLife Span, I am not purchasing a franchise, territory or security, and this is not a passive income generator. Further, I will never attempt to purchase products or services from NuLife Span with an invalid or improper form of payment.

• I acknowledge that neither NuLife Span nor any individual or entity has made any claim, guarantee, warranty or assurance that I will earn or achieve any level of success or income as a result of promoting NuLife Span products and services. I understand that any potential commissions, bonuses or earnings that I may be entitled to under the NuLife Span compensation plan are based on the actual sales results of my promotion efforts and are affected by factors such as expertise, training, time spent promoting NuLife Span products and services, etc.

• I warrant and agree that I will not attempt to manipulate the compensation plan or defraud NuLife Span in any way, including the creation of phantom or invalid positions or business. NuLife Span, at its sole discretion, may terminate or re-assign any or positions determined to have been created to manipulate the compensation plan or increase potential commissions to anyone without valid purpose.

• I warrant and agree that I will not make any purchase, nor will I cause anyone else to make a purchase of any NuLife Span product or service without valid purpose. Any attempt to manipulate compensation, generate additional, extra or unreasonable compensation, or insincerely achieve a particular rank or bonus shall be considered invalid purposes.

• I acknowledge and agree that NuLife Span will have the right to reverse, recoup, recover or chargeback any commissions or earnings that I have previously received on business that may have been reversed, credited back, cancelled, charged back or not validly paid for. I further acknowledge and understand that NuLife Span shall have the right, at its sole discretion, to withhold the payment of any potential commissions or bonuses, pending the verification of the validity of the underlying sale. NuLife Span, at its sole discretion, may determine the validity or invalidity of any given sale or transaction.

• NuLife Span will investigate potential violations of this Agreement and may take appropriate action, at its sole discretion, up to and including my termination as an independent distributor, for any violation that cannot be immediately and appropriately corrected. Actions taken may include suspension of a , reversal of commissions, removal of invalid or fraudulent Influencers from a downline, termination of a , or other action reasonably required by NuLife Span to resolve the violation. I understand that NuLife Span has the right to suspend or hold back any unpaid commissions, regardless of date earned, pending the outcome of any investigation and determination of the validity of such commissions.

• I understand that it is expressly prohibited to entice or encourage anyone to join, transact business, purchase products, sales aids or literature by confusing them, misleading them, pressuring them, making false or misleading income claims, or showing unreasonable hypothetical situations. No false, confusing, misleading or exaggerated claims of any type may be made under any circumstances, even if true.

• I understand that I cannot insinuate or imply that someone will achieve a specific level of income or success, even if I have previously achieved it. I understand that results achieved by any will be based on many factors, including, but not limited to, expertise, time spent promoting NuLife Span products and services and other factors.

• This Agreement constitutes the entire agreement between the and NuLife Span and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by an authorized representative of NuLife Span or otherwise referenced in this Agreement.

• I agree to attempt to resolve any dispute under this Agreement in an amicable and reasonable way directly with NuLife Span. If I feel additional actions are necessary, I agree that any claim, dispute and/or legal action surrounding the terms and conditions of this Agreement shall be resolved solely and exclusively by arbitration in accordance with the Federal Arbitration Act and under the rules and auspices of the American Arbitration Association (AAA). Any arbitration shall be held in St. Clair County in the State of Michigan, under the Commercial Arbitration Rules of the AAA and conducted by a single arbiter who is an attorney with knowledge of direct sales. This Agreement shall be governed by the laws of the State of Michigan, excluding those relating to conflicts of law.

• I agree that there will be no group or class action proceedings of any type against NuLife Span or its officers, directors, employees, consultants or agents for any reason stemming from this Agreement. I agree not to initiate or participate in any group or class action proceeding against NuLife Span, whether in a state or federal court, arbitration or mediation proceeding. I affirmatively waive all rights to become a member of any certified class in any lawsuit or action against NuLife Span. Any arbitration stemming from this independent distributor Agreement shall be conducted solely between me and NuLife Span. I also agree to keep any arbitration proceedings confidential and agree not to disclose any aspect of any arbitration proceedings except as required by law.

• I understand that my agreement to arbitrate will survive the termination of this Agreement. I further understand that nothing in this Agreement shall prevent NuLife Span from applying to and obtaining from a court of applicable jurisdiction, a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction and/or any other equitable relief available to protect NuLife Spans interest prior to, during or following any arbitration or other proceeding.

• If any portion of this Agreement is found to be invalid in a particular jurisdiction, the balance of all terms and conditions, policies and procedures, the compensation plan and any rules, regulations or requirements shall remain in full force. Any required exclusions, amendments or modifications made pursuant to this paragraph shall only apply in the jurisdiction where required.

• I agree that portions of this Agreement and accompanying Policies and Procedures pertaining to disparagement, confidentiality, arbitration, use of the trade names, trademarks, copyrighted material, internet use and/or the sale and distribution of NuLife Span products and services will survive the termination of this Agreement and/or my relationship with NuLife Span.

• I understand that should I voluntarily terminate my relationship with NuLife Span, assuming I was otherwise in good standing, that I must remain inactive and wait a minimum of twelve (12) months before attempting to become a again. If I do ever re-apply to become a , I understand that I would be starting from scratch and have no rights, privileges, benefits, ranks, level or standing that I may have previously achieved or attained. Should I be involuntarily terminated, I understand that I may not ever again become an independent distributor for NuLife Span, whether as an individual or as part of another entity.

• I acknowledge that there are no guarantees, warranties or assurances that I can or will earn any amount of income or attain any level of success as a for NuLife Span. I further acknowledge that there are no guarantees, warranties or assurances, express or implied, in connection with any NuLife Span product, service, documents, materials, and/or websites. NuLife Span specifically disclaims all warranties, express or implied, in connection with any products or services, including, without limitation, any implied warranties of merchantability and/ or fitness for a particular purpose.

• I acknowledge that participation in any Autoship or monthly recurring order or subscription is optional, but may be available for convenience or added-value. Should I choose to participate, I authorize NuLife Span to process my credit card on file for the amount I opt for.

• I authorize NuLife Span to use my name, image, likeness and/or story in any NuLife Span-related materials, advertising, promotion, websites or other media. I understand that I am not entitled to any compensation or remuneration for such use.

• I authorize NuLife Span or any NuLife Span authorized representative to contact me by e-mail, text message, instant message, fax, telephone or other appropriate device or media, for any purpose or matter relating to my being an for NuLife Span. I understand that should I not wish to be contacted, I must affirmatively opt-out by contacting Customer Support.

• I understand that no NuLife Span product or service may be copied, duplicated, reverse engineered, modified, altered, revised or changed in any way by me or on my behalf, other than by written, explicit permission of NuLife Span.

• I agree that I will not, during the term of this Agreement or for a period of twelve months after its termination, attempt to start or assist in the creation of a company whose intention it is to manufacture, distribute or sell products similar to those sold by NuLife Span.

• I agree to defend, indemnify and hold NuLife Span harmless, as well as NuLife SpanInfluencers owners, officers, directors, employees, agents, consultants or any affiliated people or entities, from and against any and all claims, suits, damages, obligations, losses and expenses, including, but not limited to legal fees, arising out of my conduct, the violation of any of these terms and conditions, the violation of any other obligation or agreement that I may be bound by or the violation of any applicable law, regulation or statute.

• I understand and agree that under no conditions, shall NuLife Span and/or its owners, officers, directors, employees, agents, consultants or any affiliated people or entities be liable to me or any for any

claim whatsoever related to this Agreement or the relationship between NuLife Span and for any amount other than the amount of unused products and services that is otherwise entitled to a refund for. In no event shall NuLife Span be liable to any for any incidental, special, exemplary, punitive, indirect or consequential damages.

• Any notice required in connection with this Agreement may be made by notice to the last known physical address or e-mail address that I have maintained with NuLife Span and I may send notice to NuLife Span at its then current corporate address or at the designated e-mail address for that purpose.

• NuLife SpanInfluencers failure to exercise any rights under this Agreement does not constitute a waiver of NuLife SpanInfluencers rights to insist on compliance with this Agreement.

• I agree that I may not transfer or assign any rights or privileges granted under this Agreement without the express written consent of NuLife Span at its sole discretion and that there may be a fee involved.

• This agreement is not in force until accepted by NuLife Span. I warrant that I have no financial interest in, nor will I acquire any financial interest in another NuLife Span distributorship position.

• Under penalty of perjury, I certify that the social security number, tax identification number or applicable taxpayer identification number that I have submitted to NuLife Span for commission reporting purposes is the valid and correct taxpayer identification number applicable to me.

• Unless I notify NuLife Span otherwise, I certify that I am not subject to backup withholding because I am either (a) exempt from backup withholding; (b) the Internal Revenue Service (IRS) has not notified me that I am subject to backup withholding; (c) the IRS has informed me that I am no longer subject to backup withholding, and I am a U.S. Citizen or other authorized U.S. person.

NOTICE OF RIGHT TO CANCEL: I understand that I may cancel this transaction, without penalty or obligation, within the initial THREE DAYS of my initial purchase, or longer if required by law. I will receive a full refund of products and services purchased during the three day period, less commissions earned. Physical products will be refunded under paragraph 9.

I unconditionally agree to all terms and conditions contained herein: initials___