

Brand Partner Agreement

As a prospective Brand Partner for R U Health & Wellness LLC (“RUH&W” or the “Company”), I understand and agree to the following terms and conditions:

1. I understand that this application and agreement is subject to acceptance by RUH&W. Upon acceptance by RUH&W, these Terms and Conditions, together with the RUH&W Policies and Procedures (the “P&P”) and the RUH&W Compensation Plan (the “Compensation Plan”), all of which are incorporated by reference, shall constitute the entire agreement (the “Agreement”) between RUH&W and myself and the Agreement supersedes any prior or existing oral or written agreements. I certify that I have read and understand these Terms and Conditions, the Policies & Procedures and the Compensation Plan.

2. I agree to be bound by any changes to these Terms and Conditions, the Policies and Procedures and the Compensation Plan that RUH&W, in its sole discretion, may announce from time to time. Notification of any changes or amendments shall be posted on the RUH&W corporate website and become effective 30 days after publication (the “Effective Date”). The continuation of my RUH&W business or my acceptance of bonuses or commissions after the Effective Date shall constitute my acceptance of any and all changes or amendments to the Agreement.

3. I am an Independent Contractor responsible for my own business activities without direction or control from RUH&W. I UNDERSTAND THAT I AM NOT AN EMPLOYEE OF RUH&W AND I WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES. I recognize that it is my responsibility to pay self-employment tax, federal and state income taxes as required by law. I acknowledge that RUH&W is not responsible for income withholding and that it will not withhold or deduct any tax from my bonuses or commissions, if any.

4. The term of this Agreement is one (1) year. The Agreement will automatically renew for an additional one year term(s) unless terminated by either party. The annual renewal fee is \$49.99 and must be received by RUH&W no later than thirty days after the anniversary date of this Agreement. I understand that I have the right to terminate this Agreement at any time, with or without reason, by submitting written notice of termination to RUH&W. I further understand that if this Agreement is voluntarily or involuntarily terminated for any reason, I will permanently lose all rights as a RUH&W Brand Partner, including but not limited to the right to sell RUH&W products and services and the right to receive commissions and bonuses resulting from my sales activities and the sales activities of my downline organization. In the event of any termination or nonrenewal, I waive any rights, including any property rights, to my downline organization or to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.

5. I understand that I am not an agent of RUH&W for any purpose whatsoever. I agree not to do any act that would cause anyone to believe that I am an agent of RUH&W. I understand and agree that customers I procure as a Brand Partner on behalf of RUH&W are customers of RUH&W and its vendors.

6. I will not make any statements or representations about RUH&W products or services or the RUH&W Compensation Plan other than those contained in official RUH&W literature. I will represent the RUH&W Compensation Plan fairly and completely, emphasizing that retail sales to ultimate consumers are a prerequisite to earnings and that no recruitment fee can be derived from the mere act of sponsoring other Brand Partners.

7. I acknowledge that no representations or guarantees have been made to me by RUH&W, its officers, or any Brand Partner of RUH&W concerning how much money I may or will earn as a RUH&W Brand Partner.

8. I understand that the Agreement does not constitute the sale of a franchise, there are no exclusive territories granted to me and I am not acquiring any interest in a security.

9. I understand that the terms of this Agreement, including the Policies and Procedures, are strictly enforced. Violation of any provision may be grounds for termination of my Agreement or other disciplinary action. I understand that I must be in good standing and not in violation of any term of this Agreement in order to be eligible to receive any bonuses or commissions from RUH&W.

10. I authorize RUH&W to use my name, photograph, video, testimonial, personal story and/or likeness in any Company advertising or promotional materials, including use on the internet, and waive all claims for remuneration for such use. This authorization may be cancelled by me at any time by written notice to RUH&W.

11. Support: I acknowledge that I must support and maintain regular communication with any Brand Partner I personally sponsor, as well as those in my downline.

12. No purchase of any item other than the Annual Support Fee is necessary to become a RUH&W Brand Partner and I understand that I do not personally have to be a RUH&W customer in order to become a Brand Partner. I understand the Annual Support Fee includes marketing and training materials and home-office support for all current products and services. If a terminating Brand Partner has purchased products, RUH&W will issue a refund or credit for any products purchased by the terminating Brand Partner provided that: (i) the products are unopened and returned to RUH&W within ten (10) days from the date of termination; (ii) the terminating Brand Partner provides proof of purchase of the products; (iii) the products were purchased within twelve (12) months preceding the date of termination, and (iv) the products are undamaged, are current and resalable (Note: the twelve (12) month requirement not applicable to residents of Maryland, Wyoming, Massachusetts and Puerto Rico). Refunds are also subject to a ten percent (10%) handling fee. Shipping costs are not refundable. "Current and resalable" means any product being offered for sale by RUH&W on the date it sends or receives notice of the Brand Partners' termination that is in current packaging and has ample shelf life remaining.

13. I will not use the RUH&W name, or the RUH&W trademarks, trade names, logos, sales materials, company literature or any web-site content, except in materials provided by RUH&W or approved in writing by RUH&W prior to their use by me. I understand that any unauthorized use or duplication of RUH&W trade names, trademarks or copyrighted materials is a violation of this Agreement and applicable federal and state laws. The Policies and Procedures contains additional information regarding RUH&W trademarks.

14. I will not market, promote or sell RUH&W products in any unauthorized manner including social media platforms, e-commerce sites or retail stores. The Policies and Procedures contains additional information.

15. A Brand Partner may not delegate or subcontract any obligations or duties under this Agreement without the prior written consent of RUH&W. Any attempt to transfer or assign this Agreement without the express written consent of RUH&W renders this Agreement voidable at the option of RUH&W and may result in termination of this Agreement.

16. Indemnification. I agree to indemnify and hold RUH&W, its affiliates, and their respective officers, directors and employees harmless from any and all claims, damages, expenses, fines, penalties, attorney's fees or liability arising from or relating to the promotion or operation of my RUH&W business and any activities related to it, including but not limited to any unauthorized representations or slamming activities.

17. During the term of this Agreement and for one (1) year thereafter, I will not, directly or indirectly, (i) market, offer or sell products or services that compete with, or are similar to, those offered by RUH&W and/or their affiliates; (ii) market, solicit or sell products or services of any other company; or (iii) otherwise solicit, divert, take away or interfere with any of the customers, employees or business of RUH&W or its affiliates. During the term of this Agreement and for one (1) year thereafter, I will not, directly or indirectly, on behalf of myself or any other individual or company, solicit or induce any Brand Partner, customer or employee of RUH&W or its affiliates (i) to participate in any network marketing or direct sales program offered by any other company, or (ii) to terminate or alter his or her business or contractual relationship with RUH&W.

18. Notice: Any communication or notice pursuant to this Agreement given by a party to the other party shall be in writing and shall be either (i) personally delivered; (ii) delivered by electronic communication, whether by email or fax; (iii) delivered by registered or certified mail, postage prepaid, return receipt requested; or (iv) delivered by overnight express delivery service to the address provided in this Agreement. Any such communication, notice or consent shall be deemed to have been duly given or served on the date personally served if by personal service or overnight delivery, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or other evidence of delivery, if mailed.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

20. Waiver of Class Action: As part of the consideration provided for the opportunity of being an Brand Partner, I expressly waive and disclaim any right to bring any claim in any and all forums as a class action or as a private attorney general. I shall not serve as a class Brand Partner or a member of a class in any litigation adverse to RUH&W.

21. Neither party to this Agreement shall be liable for loss of anticipated profits or consequential, incidental, exemplary or punitive damages in connection with any claim arising from this Agreement and the parties waive their respective right to seek such damages.

22. I agree that any claim by a Brand Partner against RUH&W for any alleged act or omission relating to or arising from this Agreement must be brought within one year from the date of the alleged conduct giving rise to the cause of action and that failure to bring such action within such time shall bar all claims against RUH&W related to any such alleged act or omission.

23. Any waiver by either party of any breach of this Agreement must be in writing. Waiver of any breach shall not be construed as a waiver of any subsequent breach.

24. THE PARTIES TO THIS AGREEMENT AGREE THAT ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, INCLUDING ANY CLAIMS RELATED TO THE RUH&W COMPENSATION PLAN, RUH&W PRODUCTS OR SERVICES, THE RIGHTS AND OBLIGATIONS OF THE PARTIES WITH RESPECT TO THIS AGREEMENT, OR ANY OTHER CLAIMS RELATING TO THE PERFORMANCE OF EITHER PARTY UNDER THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION IN PLANO, TEXAS PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, WITH EACH PARTY BEARING ITS OWN COSTS.

Although this agreement is made and entered into between the Brand Partner and R U Health & Wellness LLC, the owners, members, managers, and employees of R U Health & Wellness LLC ("Related Parties") are intended third party beneficiaries of the Agreement, including this agreement to arbitrate. This provision shall not restrict any party from seeking preliminary or permanent injunctive relief in a court of competent jurisdiction, provided, however, that the sole and exclusive venue for any court proceedings shall be in Plano, Texas. The parties to this Agreement consent to the exclusive jurisdiction of state and federal courts of Collin County, Texas for purposes of enforcing any arbitration award or other legal proceedings between them. This agreement to arbitrate shall survive any termination or expiration of this Agreement. The prevailing party in any dispute arising under or relating to this Agreement shall be entitled to recover its reasonable attorney's fees and costs. NOTE: Louisiana residents may bring an action with jurisdiction and venue as provided by Louisiana law.

25. Severability: If any provision of the Agreement is held to be invalid or unenforceable, the remainder of the Agreement will be interpreted to affect the intent of the parties and the remaining provisions of the Agreement shall remain in full force and effect.

Notice of Cancellation: You may CANCEL this transaction, without penalty or obligation, within THREE (3) BUSINESS DAYS from the effective date of this Agreement (FIVE (5) DAYS for Alaska residents; FIFTEEN (15) DAYS for Montana residents), or FOURTEEN (14) BUSINESS DAYS for UK residents. If you cancel, any payments made by you under the contract or sale will be returned within TEN (10) BUSINESS DAYS following receipt by RUH&W of your cancellation notice. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do not make the goods available to the seller and the seller does not pick up them up within twenty (20) days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, submit a ticket or email support@RUH&W.com or mail or deliver a signed and dated Notice of Cancellation to

R U Health & Wellness LLC, 7700 Windrose, Suite G300, Plano, Texas 75024 NO LATER THAN MIDNIGHT of the third business day following the date on which you executed this Agreement.