

## Terms & Conditions - Independent Representatives

In accordance with the following Terms and Conditions, I hereby accept to become an Independent Representative of YOR. I further hereby state and agree to the following:

1. This Agreement shall become effective on the date accepted and submitted by the prospective Independent Representative.
2. I certify that I am of legal age in the state in which I enter this agreement.
3. I agree that, as an Independent Representative, I am a wholly Independent Marketing Independent Representative who establishes and services retail customers for YOR products. I understand that I am not an agent, employee or legal representative of my sponsor or of YOR and will not represent myself as such in any way. I understand that I will not be treated as an employee for Federal and State tax purposes, nor will I be treated as an employee for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, the Social Security Act, any State Unemployment Act, any State Unemployment Security Act, or any other state or federal employment law.
4. I understand that the position of Independent Representative does not constitute a sale of a franchise, and that there are no protected territories granted to anyone, and that I have paid no franchise fees, nor am I acquiring any kind of security interest.
5. I will not make any false or fraudulent representations about YOR, its products, services, the Compensation Plan or earnings potential. I will not exaggerate any effects and/or results regarding YOR products and/or the use of YOR products.
6. I will not misrepresent YOR products by making any medical, diagnostic, therapeutic, or curative claims regarding YOR products or the use of YOR Products. I will not make any claims for YOR products which are not supported by facts contained in official YOR literature. I understand that all YOR products are to be used only as directed on the label of each product.
7. I will safeguard and promote the reputation of YOR products and YOR itself. I understand that I can only resell YOR products if they are deemed to be in “resalable” and “reusable” condition. Products shall be deemed “resalable” and “reusable” if the goods are i) unused, unopened, and commercially resalable; ii) not within 6 months of expiration; and iii) stored in a cool dry place away from direct sunlight and heat.
8. I understand that, as an Independent Representative, I will operate in a lawful, moral and ethical manner and I will comply with all State, Federal, County, and Municipal laws, ordinances, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of YOR products. I understand that I should always act in a businesslike manner, and shall avoid any discourteous, deceptive, misleading, or

unethical practices. In addition, I agree to abide by all federal, state, local and legal statutes governing the sale or solicitation of the products marketed by YOR, including but not limited to, occupational licenses, solicitation licenses, business licenses, or permits that are required to operate under this agreement.

9. I understand that this agreement may not be transferred without the prior written consent of YOR, and that such consent will not be unreasonably withheld.

10. I understand that as an Independent Representative I will be solely responsible for any and all expenses incurred by me; further, I am not authorized to and will not incur any debt, expense or obligation or open any banking account on behalf of, or in the name of YOR.

11. I understand that I am eligible to receive commissions and bonuses from the wholesale and retail sales of YOR products only if I am in good standing and not in any violation or breach of these Terms and Conditions, and YOR's Policies and Procedures and Compensation Plan.

12. I understand that I have the right to sponsor and enroll persons into YOR as Registered Retail Customers or Select Customers. I further understand that I will assist, train, and motivate the Independent Representative's in my downline marketing organization. I understand that I will not receive any commissions or bonuses based solely on the enrollment of Registered Retail Customers, Select Customer, or potential Independent Representatives. Commissions, bonuses, and overrides paid will be based on the product purchases of my Registered Retail Customers, Select Customers, and Independent Representative's organization.

13. I understand that a 2% handling fee (up to \$20 USD max) per commission payment will be applied for all commission deposits issued to cover the expenses involved in commission-issuing process. Commission are paid in the form of Electronic Fund Transfer (EFT) which requires worldwide banking communications, collection of banking information, secure data management, processing and validating of banking information, international banking research and handling of all rejected EFTs.

14. I certify that neither YOR nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as an Independent Representative. I agree that I will make no claims regarding potential income, earnings, products or services, beyond what is stated in official YOR literature.

15. I acknowledge that the term of this agreement is one year. I understand that I may apply for and renew this agreement for \$100 USD on the anniversary date of the acceptance of my initial enrollment as an Independent Representative (or Select Customer if applicable). I understand that an additional late renewal fee of \$50 USD is assessed if I fail to renew within 30 days of the renewal date.

16. I understand that YOR can terminate this agreement upon written notice in the event that I

breach any of the Terms and Conditions of this agreement and YOR Policies and Procedures. This Agreement is governed by the State of California and shall be binding upon the successors and assignors of both parties.

17. I understand that personal information may be used by YOR to investigate and prevent any fraudulent activity that may be unlawful or potentially harmful to the integrity of YOR as well as any violations of our Terms of Conditions.

18. I understand and agree to the Refund Policy set forth by YOR. You may request your refund either by

Admin: Customer Care Online Ticketing Support ([www.yorhealth.com/admin](http://www.yorhealth.com/admin))

mail to: 2802 Kelvin Ave., Suite 150, Irvine, CA 92614

or call the Independent Representative Refund Request Line at 877.887.0967

19. I acknowledge that YOR is entitled to deduct and offset from any commissions, bonuses, or any other money payable to me, any amounts past due, any purchases of any YOR Product or service unpaid for, any commissions generated from orders that have requested cancellation, any commissions owed but not earned or not entitled to, or any other money owed to YOR by me. If I do not have any commissions, bonuses, or any other money payable to me, I acknowledge that YOR may charge my credit card on file for any money I owe to YOR.

20. I agree that I will not make disparaging remarks about other products, services, Independent Representatives, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow YOR Independent Representatives.

21. I will honor the confidentiality of YOR, YOR Retail Customers, Registered Retail Customers, Select Customers, and other Independent Representatives' information received as provided to me during my relationship with YOR. This includes, but is not limited to, Compensation Plan information, names, home or mailing addresses, phone numbers, email addresses, and any other contact information of any customer or Independent Representative with YOR.

22. I understand that I may not use, create, produce, publish, distribute, or obtain from any source other than YOR any literature, recordings (video, audio or otherwise), sales or marketing aids relating to YOR products, Services, or the YOR Marketing or Compensation Plans. I understand that I may not use or display any YOR trademarks, logos, trade names, service marks, designs or symbols without prior consent from YOR; further I will not do so without clearly stating that I am "An Independent Representative". I may advertise without YOR's approval, provided that I do not use the corporate name, logo or trademarks. I further understand that I may not re-label, re-package, or re-produce any YOR materials.

23. To the extent permitted by law, I agree to indemnify and hold harmless, YOR, YOR's Directors, Officers, Employees, Agents, Sub-contractors, Affiliates, assigns and/or successors from any and all claims, damages, and expenses, including attorney's fees, arising out of my

actions or conduct, and that of my employees and agents in violation of this agreement. In the event any dispute arises between me and YOR as to our respective rights, duties and obligations under this agreement, it is agreed that disputes will be exclusively resolved pursuant to binding arbitration under commercial rules of the American Arbitration Association with arbitration to be held in Orange County, California. The cost of arbitration shall be borne equally by the parties and each party shall be responsible for their own legal costs and fees. The arbitration award may be enforced in any court of competent jurisdiction.

24. YOR shall be entitled to the full and unlimited use of any or all names, photographs, likenesses, images, voice recordings, video recordings, or printed statements from any individual Independent Representative or group of Independent Representatives during their association with YOR. Additionally, any images, reproductions or photographs of houses, automobiles, gatherings or events shall also be obtainable and optioned for use by YOR at their sole discretion. No remuneration, payment or permission shall be required of YOR or from the Independent Representatives to use such images, recordings, photos or statements.

25. The parties consent to jurisdiction and venue before any federal or state court in Orange County, California. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of litigation, that state's law shall govern issues relating to jurisdiction and venue.

26. I understand that federal and state agencies do not approve or endorse direct marketing programs and agree that I will not represent that YOR, its products, marketing plan or Compensation Plan, have been approved or endorsed by any governmental agency.

27. In the event that a provision of this agreement is held to be invalid or unenforceable, such provision shall be modified only to the extent necessary to make it enforceable and the balance of the agreement will remain in full force and effect.

28. Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number and that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest and dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. I further understand that if I fail to enter a valid Social Security or Taxpayer ID number YOR will withhold 28% of all commissions, bonuses, or any other money payable to the Independent Representative.

29. I understand that YOR will not, in any way, tolerate the sending of Unsolicited Commercial e-mail, also known as SPAM. Upon notification of attempted spamming by an Independent Representative, YOR will investigate. If YOR's investigation reveals that an Independent Representative has sent unsolicited commercial email, YOR will immediately invoice that Independent Representative for the investigative time at \$100 per hour and subject that Independent Representative to termination. YOR will be the sole arbiter as to what constitutes a violation of this provision. YOR STRICTLY PROHIBITS spamming of any kind and YOR will

immediately enforce its ZERO TOLERANCE policy. By acknowledging this agreement you are agreeing to be personally responsible for the \$100 an hour fee if YOR determines you have used unsolicited email (SPAM).

30. I have carefully read and understand YOR's Policies and Procedures and the YOR Compensation Plan, which are both incorporated into this agreement by reference. I understand that YOR may, from time to time, modify, amend or change the Policies and Procedures, Compensation Plan, or this agreement. I agree to be bound by such changes upon notification through official YOR literature and web site.

A PARTICIPANT OF THIS NETWORK MARKETING PLAN HAS A RIGHT TO CANCEL AT ANY TIME, REGARDLESS OF REASON. CANCELLATION MUST BE SUBMITTED IN WRITING TO YOR AT ITS PRINCIPAL PLACE OF BUSINESS.

### **Contact Information**

If Customers have any questions or suggestions regarding YOR's Independent Representative Terms & Conditions, please contact the YOR Corporate Office at:

YOR Health  
2802 Kelvin Ave Suite 150  
Irvine, CA 92614

Fax: 949.681.6080

CustomerCare@yorcorp.com  
www.yorhealth.com