

TERMS & CONDITIONS - INDEPENDENT DISTRIBUTORS

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

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1. This Agreement shall become effective on the date accepted and submitted by the prospective Independent Distributor.
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 Distributor, I am a wholly Independent Contractor who establishes and services retail customers for YOR Health products. I understand that I am not an agent, employee or legal representative of my sponsor or of YOR Health and will not represent myself as such in any way. As an Independent Contractor, 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 Distributor 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 Health, its products, services, the Compensation Plan or earnings potential. I will not exaggerate any effects and/or results regarding YOR Health products and/or the use of YOR Health products.
6. I will not misrepresent YOR Health products by making any medical, diagnostic, therapeutic, or curative claims regarding YOR Health products or the use of YOR Health Products. I will not make any claims for YOR Health products which are not supported by facts contained in official YOR Health literature. I understand that all YOR Health products are to be used only as directed on the label of each product.
7. I will safeguard and promote the reputation of YOR Health products and YOR Health itself. I understand that I can only resell YOR Health 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 Distributor, 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 Health 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 Health, 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 Health, and that such consent will not be unreasonably withheld.
10. I understand that as an Independent Distributor 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 Health.
11. I understand that I am eligible to receive commissions and bonuses from the wholesale and retail sales of YOR Health products only if I am in good standing and not in any violation or breach of these Terms and Conditions, and YOR Health's Policies and Procedures and Compensation Plan.
12. I understand that I have the right to sponsor and enroll persons into YOR Health as Registered Retail Customers or Select Customers. I further understand that I will assist, train, and motivate the Independent Distributor'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 Distributors. Commissions, bonuses, and overrides paid will be based on the product purchases of my Registered Retail Customers, Select Customers, and Independent Distributor's organization.

13. I understand that YOR Health provides an online wallet service called YORPay where my commissions can be deposited for all YOR Health Distributors.

- a. I acknowledge by using YORPay, I am solely responsible for managing how the funds from my net earnings are used, including but not limited to, payment for orders (for myself and for any personally sponsored Customers and Distributors), sending money between YORPay accounts, and moving funds to my bank.
- b. I understand there is a cashback benefit for using YORPay to pay for orders. I acknowledge that only the amount paid for from my YORPay account for an order will be eligible for cashback. The company, in its sole and absolute discretion, may modify the cashback policy at any time.
- c. I understand that any funds to be moved from my YORPay balance on my account to my bank account must be submitted by Tuesdays at 11:59 PM Pacific to be effective for that commissions pay week.
- d. I understand changes to my weekly commissions deposit must be submitted by Thursdays at 11:59 PM Pacific to be effective for the following commissions pay week.
- e. I understand that any transactions through YORPay are final.

14. 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.

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

16. I acknowledge that the term of this agreement is one year. I understand that I may apply for and renew this agreement for \$50 USD on the anniversary date of the acceptance of my initial enrollment as an Independent Distributor (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.

17. I understand that YOR Health can terminate this agreement upon written notice in the event that I breach any of the Terms and Conditions of this agreement and YOR Health Policies and Procedures. This Agreement is governed by the State of California and shall be binding upon the successors and assignors of both parties.

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

19. I understand and agree to the Refund Policy set forth by YOR Health. You may request your refund either by
Admin: Customer Care Online Ticketing Support (www.yorhealth.com/admin)
mail to: 2802 Kelvin Ave., Suite 150, Irvine, CA 92614
or call the Independent Distributor Refund Request Line at 877.887.0967

20. I acknowledge that YOR Health 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 Health 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 Health by me. If I do not have any commissions, bonuses, or any other money payable to me, I acknowledge that YOR Health may charge my credit card on file for any money I owe to YOR Health.

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

22. I will honor the confidentiality of YOR Health, YOR Health Retail Customers, Registered Retail Customers, Select Customers, and other Independent Distributors' information received as provided to me during my relationship with YOR Health. 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 Distributor with YOR Health.

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

24. To the extent permitted by law, I agree to indemnify and hold harmless, YOR Health, YOR Health'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 Health 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.

25. YOR Health 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 Distributor or group of Independent Distributors during their association with YOR Health. Additionally, any images, reproductions or photographs of houses, automobiles, gatherings or events shall also be obtainable and optioned for use by YOR Health at their sole discretion. No remuneration, payment or permission shall be required of YOR Health or from the Independent Distributors to use such images, recordings, photos or statements.

26. 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.

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

28. 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.

29. 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 Health will withhold 28% of all commissions, bonuses, or any other money payable to the Independent Distributor.

30. I understand that YOR Health 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 Distributor, YOR Health will investigate. If YOR Health's investigation reveals that an Independent Distributor has sent unsolicited commercial email, YOR Health will immediately invoice that Independent Distributor for the investigative time at \$100 per hour and subject that Independent Distributor to termination. YOR Health will be the sole arbiter as to what constitutes a violation of this provision. YOR Health STRICTLY PROHIBITS spamming of any kind and YOR Health 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 Health determines you have used unsolicited email (SPAM).

31. I have carefully read and understand YOR Health's Policies and Procedures and the YOR Health Compensation Plan, which are both incorporated into this agreement by reference. I understand that YOR Health may, from time to time, modify, amend or change the Policies and Procedures, Compensation Plan,

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 HEALTH AT ITS PRINCIPAL PLACE OF BUSINESS.

Contact Information

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

YOR Health
2802 Kelvin Ave Suite 150 Irvine, CA 92614

Fax: 949.681.6080
CustomerCare@yorcorp.com
www.yorhealth.com