

WEALTHEO CONSULTANT & AFFILIATE AGREEMENT

1. Authorization and Contract. By executing this **WEALTHEO** Consultant & Affiliate Agreement (“Agreement”), you apply for legal authorization to become a **WEALTHEO** business owner or affiliate and enter into contract with Wealtheo, Inc., hereinafter “Wealtheo” You acknowledge that prior to signing you have received, read and understood the **WEALTHEO** Income Disclosure Statement, that you have read and understood the **WEALTHEO** [Policies and Procedures](#), which are incorporated into this Agreement and made part of it as if restated in full, as posted on **WEALTHEO**, and that you have read and agree to all terms set forth in this Agreement. In the event of a conflict between these Terms and Conditions and the Policies and Procedures, the latest published Policies and Procedures will control. **WEALTHEO** reserves the right to reject any application for any reason within ten (10) days of receipt. If you do not agree to the Policies and Procedures, your sole recourse is to notify **WEALTHEO** and cancel the Agreement. Failure to cancel constitutes your acceptance of the Policies and Procedures. You understand that you must be in good standing, and not in violation of this Agreement, to be eligible for bonuses or commissions from **WEALTHEO**. You understand that the Agreement may be modified or amended at the sole and absolute discretion of **WEALTHEO**, and you agree to abide by all such changes. Notification of changes shall be posted on **WEALTHEO**’s website OR in your **WEALTHEO** Back-Office. Changes shall become effective thirty (30) days after publication. Any amendment to the Agreement, or to the dispute resolution provisions herein, shall not apply to: (1) a dispute arising prior to the effective date of such amendment; or (2) a Consultant/Affiliate who declines to accept such amendment by discontinuing his or her **WEALTHEO** business and status as a Consultant/Affiliate following the Effective Date of any such amendment. The continuation of a Consultant’s or Affiliate’s **WEALTHEO** business or a Consultant’s or Affiliate’s acceptance of bonuses or commissions after the effective date of any amendments shall constitute acceptance of any and all amendments.

2. Consultant Terms. You understand that as a **WEALTHEO** Consultant, (i) you have the right to offer for sale **WEALTHEO** products and services in accordance with these Terms and Conditions, (ii) you have the right to enroll persons into **WEALTHEO**, and (iii) if qualified, you have the right to earn commissions pursuant to the **WEALTHEO** Compensation Plan.

3. Affiliate Terms. You understand that as a **WEALTHEO** Affiliate, (i) you have the right to offer for sale **WEALTHEO** products and services in accordance with these Terms and Conditions and (ii) you have the right to earn commissions from your personal retail sales.

4. Expiration, Renewal, and Termination. The term of this Agreement is one (1) year (subject to prior cancellation or disqualification pursuant to the [Policies and Procedures](#)). If you fail to renew your **WEALTHEO** business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Consultant/Affiliate, lose the ability to sell **WEALTHEO** products and services, lose the eligibility to receive

commissions, royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. **WEALTHEO** reserves the right to terminate all Consultant and Affiliate Agreements upon thirty (30) days' notice if **WEALTHEO** elects to: (1) cease the operation of its business; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services through direct selling channels. Consultant or Affiliate may cancel this Agreement at any time, and for any reason, upon written notice to **WEALTHEO** at its principal business address. **WEALTHEO** shall have the right in its sole and absolute discretion not to accept this Agreement or any renewal of it. If the Consultant or Affiliate breaches any of its provisions, **WEALTHEO** may also take actions short of termination of this Agreement.

5. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of **WEALTHEO** or your Sponsoring Consultant. As a self-employed independent contractor, you will operate your own independent business, buying and selling products available through **WEALTHEO** on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-MISC form via electronically. It will be your sole responsibility to account for such income on your individual income tax returns. You agree that you will be solely responsible for paying all expenses incurred by you, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **WEALTHEO** is not responsible for withholding, and shall not withhold or deduct from your bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required.

6. Product Returns. You agree that if you sell product directly to a customer, you will adhere to **WEALTHEO**'s customer satisfaction guarantee policy and shall provide customer a refund of all monies paid if the customer returns the product un-accessed within three (3) days of the sales transaction (as defined in the [Policies and Procedures](#)). Any taxes incurred will not be refunded.

7. Presenting the Plan. You agree when presenting the **WEALTHEO** Compensation Plan to present it in its entirety as outlined in official **WEALTHEO** materials, emphasizing that sales to end consumers are *required* to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by **WEALTHEO**. You agree to instruct all prospective Consultants to review the **WEALTHEO** Income Disclosure Statement.

8. Selling Product. You agree to make no representations or claims about any products beyond those shown on product labels and/or in official **WEALTHEO** literature. You further agree to sell products available through **WEALTHEO** only in authorized territories.

9. Commissions. You understand and agree that all bonus pools are a temporary incentive and not considered a part of the **WEALTHEO** Compensation Plan and may be modified or discontinued at any time without notice from **WEALTHEO**. Furthermore, if at any time the **WEALTHEO** Compensation Plan total payout exceeds the bonus caps or **WEALTHEO**'s internal Consultant compensation projections modeling, you agree that **WEALTHEO**, in its sole discretion, may restrict the commission and bonus payouts to you during that month, however any modification will apply to all Consultants.

10. WEALTHEO's Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in the [Policies and Procedures](#), information compiled by or maintained by **WEALTHEO**, including Line of Sponsorship ("LOS") information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the **WEALTHEO** business including, without limitation, Distributor lists, sponsorship trees, and all **WEALTHEO** Consultant information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of **WEALTHEO**, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with **WEALTHEO**, **WEALTHEO** grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information ("Proprietary Information"), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and Consultant sales, earnings and other financial reports to facilitate your business.

11. Discipline and Termination. You understand that if you fail to comply with the terms of the Agreement, **WEALTHEO** may, at its discretion, impose upon you disciplinary sanctions as set forth in the [Policies and Procedures](#). If you are in breach, default or violation of the Agreement at termination, you shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. You agree that **WEALTHEO** may deduct, withhold, set-off, or charge to any form of payment you have previously authorized, any amounts you owe or are indebted to **WEALTHEO**.

12. Liability. **WEALTHEO**, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and you release and hold harmless **WEALTHEO** and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. You further agree to release and hold harmless **WEALTHEO** and its affiliates from all liability arising from or relating to the promotion or operation of your **WEALTHEO** business and any activities related to it (e.g., the presentation of **WEALTHEO** products or Compensation and Marketing Plan, the operation of a motor

vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify **WEALTHEO** for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that you undertake in operating your business.

13. Non-Competition Agreement. In accordance with the [Policies and Procedures](#), you agree that during the period while you are a Consultant or Affiliate, and for six (6) months following resignation, non-renewal, or termination of your business, you will not compete with **WEALTHEO**. This covenant shall survive the expiration or termination of your authorization and contract with **WEALTHEO**.

14. Non-Solicitation Agreement. In accordance with the [Policies and Procedures](#), you agree that during the period while you are a Consultant or Affiliate, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other **WEALTHEO** Consultant to compete with the business of **WEALTHEO**.

15. Assignment. You may not assign any rights under the Agreement without the prior written consent of **WEALTHEO**. Any attempt to transfer or assign the Agreement without the express written consent of **WEALTHEO** renders the Agreement voidable at the option of **WEALTHEO** and may result in termination of your business.

16. Images / Recordings / Consents. You agree to permit **WEALTHEO** to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by **WEALTHEO** for any lawful purpose, without compensation, and waive all claims for remuneration for such use.

17. Modification of Terms. With the exception of the dispute resolution section in [Policies and Procedures](#), which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in the [Policies and Procedures](#). The Agreement, in its current form and as amended by **WEALTHEO** at its discretion, constitutes the entire contract between **WEALTHEO** and you. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. Any waiver by **WEALTHEO** of any breach of the Agreement must be in writing and signed by an authorized officer of **WEALTHEO**. Waiver by **WEALTHEO** of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

18. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with **WEALTHEO** as set forth in this Consultant & Affiliate Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Texas without regard to conflict of law provisions. As for Louisiana residents, notwithstanding the foregoing, Louisiana residents may bring an action against **WEALTHEO** with jurisdiction and venue as provided by Louisiana law.

19. Dispute Resolution. In the event of a dispute between a Consultant or Affiliate and Wealtheo arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the [Policies and Procedures](#). If the parties are unsuccessful in resolving their dispute through mediation, all disputes and claims relating to **WEALTHEO**, its products and services, the rights and obligations of a **WEALTHEO** Consultant or Affiliate, or any other claims or causes of action relating to the performance of either a Consultant, Affiliate or **WEALTHEO** under the Agreement or the **WEALTHEO** [Policies and Procedures](#) shall be settled totally and finally by arbitration as enumerated in the [Policies and Procedures](#) in Conroe, Texas or such other location as **WEALTHEO** prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings. The parties agree that the arbitrator will have the sole power to decide any question about the arbitrability of any claim, dispute or other difference between the parties. **Additionally, you agree not to initiate or participate in any class action proceeding against WEALTHEO, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding.** This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent **WEALTHEO** from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, restraining order, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its intellectual property rights, including but not limited to customer and/or consultant lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Southern District of Texas, or state court residing in Montgomery County, State of Texas. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the County of Montgomery and State of Texas.

20. Time Limitation. If a Consultant or Affiliate wishes to bring an action against **WEALTHEO** for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against **WEALTHEO** for such act or omission. Consultant and Affiliate waive all claims that any other statute of limitations applies.

21. Liquidated Damages. In any case which arises from or relates to the termination of Consultant's or Affiliate's Agreement and independent business, the parties agree that damages will be very difficult to ascertain. Therefore, the parties stipulate that if a

Consultant or Affiliate termination is proven and held to be wrongful under any theory of law, Consultant's or Affiliate's sole remedy shall be liquidated damages calculated as follows: liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to **WEALTHEO**'s Compensation Plan in the twelve (12) months immediately preceding the termination. Gross compensation shall include commissions and bonuses earned by the Consultant or Affiliate pursuant to **WEALTHEO**'s Compensation Plan.

22. Miscellaneous. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and **WEALTHEO** and supersedes any prior agreements, understandings and obligations between you and **WEALTHEO** concerning the subject matter of your contract with **WEALTHEO**.

23. Notice of Right to Cancel. You may request a refund on your enrollment fee if it's done within three (3) business days from the date of enrollment (Five business days in Alaska and fifteen business days in North Dakota for individuals age 65 and older). If you cancel, any enrollment fees paid will be returned within fifteen (15) business days following receipt by the seller of your cancellation notice. To cancel this transaction, mail or deliver written notice, to 1836 Spirit of Texas Way, Ste 200, Conroe, Texas 77301, not later than midnight of the third business day following the date of this Agreement.

24. Submission of Electronic W-9. Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2), I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Citizen or other U.S. person.