

Heavenly Enhanced®

PARTNER / DISTRIBUTOR AGREEMENT

Effective Date March 20, 2022



HEAVENLY ENHANCED PARTNER / DISTRIBUTOR AGREEMENT

1. Authorization and Contract. By executing this HEAVENLY ENHANCED Enhance Specialist / Affiliate Brand Partner Agreement ("Agreement"), you apply for legal authorization to become a HEAVENLY ENHANCED business owner and enter into contract with Heaven on Earth, LLC dba Heavenly Enhanced hereinafter "Heavenly Enhanced" You acknowledge that prior to signing you have received, read and understood the HEAVENLY ENHANCED Income Disclosure Statement, that you have read and understood the HEAVENLY ENHANCED Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on www.heavenlyenhanced.com and that you have read and agree to all terms set forth in this Agreement. HEAVENLY ENHANCED reserves the right to reject any application or renewal for any reason.

2. 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 HEAVENLY ENHANCED business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Enhance Specialist, lose the ability to sell HEAVENLY ENHANCED products and services, lose the eligibility to receive 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. HEAVENLY ENHANCED reserves the right to terminate all Enhance Specialist Agreements upon Thirty (30) days' notice if the Company 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. Enhance Specialist may cancel this Agreement at any time, and for any reason, upon written notice to HEAVENLY ENHANCED at its principal business address or via the appropriate electronic address. HEAVENLY ENHANCED may cancel this Agreement at any time for any reason upon written notice (in writing or email) to the Enhance Specialist pursuant to the terms and conditions of the Policies and Procedures. Cancellations will be processed within 3 business days after receipt, there will be no proration or refunds of Subscription Fees. If the Enhance Specialist breaches any of its provisions found in this Agreement, the Policies and Procedures, or the Company Compensation Plan, HEAVENLY ENHANCED may also take actions short of termination of this Agreement.

3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of HEAVENLY ENHANCED or your Sponsoring Enhance Specialist. As a self-employed independent contractor, you will operate your own independent business, buying and selling products available through HEAVENLY ENHANCED 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.

4. Refunds and Product Returns. You agree that if you resell product directly to a customer, you will adhere to HEAVENLY ENHANCED's 100% satisfaction guarantee policy and shall provide customer a refund of all monies paid if the customer returns the product to you within Thirty (30) days of the sales transaction. If you are not 100% satisfied with our products, you may return the items for a refund. For details on the refund and product return policy, please refer to the Heavenly Enhanced website: www.heavenlyenhanced.com. Shipping and handling charges incurred will not be refunded.

5. Presenting the Plan. You agree when presenting the HEAVENLY ENHANCED Compensation Plan to present it in its entirety as outlined in official HEAVENLY ENHANCED 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 HEAVENLY ENHANCED. You agree to instruct all prospective Enhance Specialists to review the HEAVENLY ENHANCED Income Disclosure Statement.

6. Selling Product. You agree to make no representations or claims about any products beyond those shown on product labels and/or in official HEAVENLY ENHANCED literature. You further agree to sell products available through HEAVENLY ENHANCED only in authorized territories. --
Product claims (which include personal testimonials) as to therapeutic, curative or beneficial properties may not be made except those contained in official HEAVENLY ENHANCED literature. No Enhance Specialist may make any claim that HEAVENLY ENHANCED products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases, as such statements can be perceived as medical or drug claims and likely violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

7. HEAVENLY ENHANCED'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 HEAVENLY ENHANCED, 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 HEAVENLY ENHANCED business including, without limitation, Enhance Specialist lists, sponsorship trees, and all HEAVENLY ENHANCED Enhance Specialist information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of HEAVENLY ENHANCED, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with HEAVENLY ENHANCED, HEAVENLY ENHANCED 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 Distributor sales, earnings and other financial reports to facilitate your independent business.

8. Non-Competition Agreement. In accordance with the Policies and Procedures, you agree that during the period while you are an Enhance Specialist, and for twelve (12) months following resignation, non-renewal, or termination of your business, you will not compete with HEAVENLY ENHANCED. This covenant shall survive the expiration or termination of your authorization and contract with HEAVENLY ENHANCED.

9. Non-Solicitation Agreement. In accordance with the Policies and Procedures, you agree that during the period while you are an Enhance Specialist, 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 HEAVENLY ENHANCED Enhance Specialist to compete with the business of HEAVENLY ENHANCED.

10. Images / Recordings / Consents. You agree to permit HEAVENLY ENHANCED 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 HEAVENLY ENHANCED for any lawful purpose, and without compensation.

11. 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.

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

13. Dispute Resolution. All disputes and claims relating to HEAVENLY ENHANCED, its products and services, the rights and obligations of a HEAVENLY ENHANCED Enhance Specialist, or any other claims or causes of action relating to the performance of either an Enhance Specialist or HEAVENLY ENHANCED under the Agreement or the HEAVENLY ENHANCED Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Gurnee, Illinois or such other location as HEAVENLY ENHANCED 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. **Additionally, you agree not to initiate or participate in any class action proceeding against HEAVENLY ENHANCED, 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 HEAVENLY ENHANCED from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

14. Time Limitation. If an Enhance Specialist wishes to bring an action against HEAVENLY ENHANCED 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. Enhance Specialist waives all claims that any other statutes of limitations apply.

15. 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 HEAVENLY ENHANCED and supersedes any prior agreements, understandings and obligations between you and HEAVENLY ENHANCED concerning the subject matter of your contract with HEAVENLY ENHANCED.

16. Notice of Right to Cancel. You may cancel this Agreement at any time upon written notice before your next monthly billing occurs via electronic mail (e-mail). To cancel, please email the notice to Heavenly Enhanced at: partners@heavenlyenhanced.com.

17. Submission of Electronic W-9. Under penalty of perjury, I certify that (1) the number entered at enrollment and/or 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.