



## **LIFEREGEN INDEPENDENT BUSINESS PARTNER AGREEMENT**

This Independent Business Partner Agreement sets forth the terms and conditions that govern the contractual relationship between LifeRegen, Inc. (“LifeRegen” or “Company”) and the Independent Business Partner (“Business Partner”). LifeRegen and Business Partner are collectively referred to below as the “Parties” and may each be referred to as a “Party.”

### **BECOMING A BUSINESS PARTNER**

1. Business Partner understands that this Independent Business Partner Agreement is subject to acceptance by LifeRegen. LifeRegen reserves the right to refuse to accept an Independent Business Partner Agreement for any reason in its sole discretion. Upon acceptance by LifeRegen, these terms and conditions, together with the LifeRegen Compensation Plan, which is incorporated by reference, shall constitute the entire agreement (the “Agreement”) between LifeRegen and Business Partner. This Agreement will only become effective and binding on the date it is accepted by LifeRegen (the “Effective Date”).
2. LifeRegen agrees, subject to the terms and conditions of this Agreement: (i) to sell to Business Partner various products it may choose to sell from time to time (the “Products”) for the purpose of resale to Business Partner’s customers or otherwise fulfill purchases of Products by Business Partner or Business Partner’s customers; (ii) provide Business Partner with a virtual back office to assist Business Partner’s LifeRegen business activities; and (iii) provided that Business Partner is in compliance with all terms of this Agreement, pay commissions and bonuses and other remuneration to Business Partner based on sales of Products pursuant to the LifeRegen Compensation Plan.
3. As an Independent Business Partner for LifeRegen, Business Partner shall have the right to: (i) sell Products to customers in accordance with the Agreement; (ii) enroll others as Independent Business Partners; and (iii) earn, if qualified, bonuses, commissions, and other remuneration pursuant to the LifeRegen Compensation Plan. Business Partner agrees to market and promote the LifeRegen business, the Products, and the LifeRegen Compensation Plan pursuant to the terms of the Agreement and as set forth in official LifeRegen literature. Business Partner acknowledges and agrees that Business Partner has no right, interest or contractual relationship with any other Business Partners including those sponsored or enrolled by Business Partner or in Business Partner’s downline organization.
4. To be eligible for enrollment, Business Partners must be the legal age of majority and a legal resident of the United States or U.S. territories, and agree to purchase a non commissionable Welcome Kit for \$\_. The Welcome Kit is the only

purchase required to conduct business as a LifeRegen Independent Business Partner. A Welcome Kit may be returned for a full refund if Business Partner terminates this Agreement within 15 days from the date of enrollment. Business Partners shall provide a valid Social Security Number or Federal Tax ID after they reach \$600 in earnings from LifeRegen or \$5,000 in sales. Failure to provide this information will result in suspension or termination of the Agreement.

### INDEPENDENT CONTRACTOR RELATIONSHIP

5. Business Partner acknowledges and agrees that Business Partner shall at all times be an independent contractor and not an employee, franchisee, representative, agent, joint venturer or partner of LifeRegen. Business Partner expressly acknowledges and agrees that the term "Business Partner" or "Independent Business Partner" is an anecdotal term used to identify LifeRegen independent sales representatives and does not imply or connote that a legal partnership exists between LifeRegen and Business Partner or that Business Partner is entitled to any rights or benefits other than those of an independent contractor and as set forth in this Agreement. The Parties agree that Business Partner is not authorized to, and shall not, act on behalf of or obligate LifeRegen in any way, legally or financially. At all times Business Partner must represent herself or himself to others as an independent Business Partner of LifeRegen and shall not make any representations that are deceptive or otherwise misleading regarding the nature of Business Partner's relationship with LifeRegen.
6. Business Partner further acknowledges and agrees that Business Partner shall not be treated as an employee of LifeRegen for Federal or State tax purposes. Business Partner shall be responsible for Business Partner's business expenses, self-employment taxes, estimated tax liabilities, personal property taxes and other similar obligations, whether federal, state or local. LifeRegen shall not pay or withhold any FICA, SDI, federal or state income tax or unemployment insurance or tax or other amounts from any commissions or bonuses paid to Business Partner. Business Partner shall be solely responsible for payment of all taxes, withholdings and other amounts due in regard to Business Partner's own employees, if any.
7. Business Partner shall be solely responsible for determining, reporting and paying all sales tax, business license fees and/or any other similar taxes, fees or items required by any governing or agency or taxing authority. Business Partner shall be solely responsible for obtaining all business licenses required with regard to Business Partner's LifeRegen business. As a convenience, LifeRegen collects sales tax on behalf of Business Partners for sales to their customers based on the suggested retail price of the LifeRegen products. LifeRegen collects sales tax on Business Partners' orders placed through their personal account at the discounted Business Partner purchase price. Business Partners acknowledge and agree that any Products purchased by Business Partner in personal account orders are solely for personal use by Business Partner and are not permitted for resale. Business Partner shall be solely responsible for determining, reporting and paying any additional sales tax on any resales of Business Partner's personal orders in violation of

the prior sentence. Sales tax collected by LifeRegen is based on the sale occurring at the applicable "Ship To" address. LifeRegen submits sales tax collected to the appropriate agency on behalf of each Business Partner. Collection and remittance of sales tax by LifeRegen is

provided as a convenience only and shall not create or be indicative of any relationship other than an independent contractor relationship. Business Partner expressly waives and releases LifeRegen from any liability or claims regarding the determination, collection, remittance or reporting of sales tax. If a Business Partner has submitted, and LifeRegen has accepted, a current sales tax exemption certificate, LifeRegen will not collect sales tax on the Business Partner's direct purchase of LifeRegen products and it shall be the Business Partner's responsibility to collect and remit sales tax to the appropriate tax agency.

8. Business Partner is responsible for her or his own business activities, business methods, working hours and methods of sale, so long as the Business Partner complies with the terms of this Agreement and all applicable laws. LifeRegen does not maintain or grant exclusive sales areas or territories for the benefit of the Business Partner. Business Partner acknowledges that neither this Agreement, nor any compensation, bonuses, commissions or incentive plans or programs offered by LifeRegen constitutes a franchise, business opportunity, or seller assisted marketing plan. Business Partner further acknowledges that LifeRegen has not expressly or impliedly stated or represented to Business Partner that Business Partner will earn income or that there is a market for the Products.

### **BUSINESS PARTNER BUSINESS PRACTICES**

9. **Ethical Business Practices.** Business Partner shall at all times, conduct her or his LifeRegen business in a manner that reflects favorably at all times on the LifeRegen Products and the name, goodwill, and reputation of LifeRegen. Business Partner shall not engage in deceptive, misleading, or unethical conduct or practices that are or might be detrimental to LifeRegen, the Products, other Business Partners or the public. Business Partner shall comply with all laws, rules, regulations, and governmental requirements applicable to the operation of their independent LifeRegen business and performance of their obligations under this Agreement, including the marketing, promotion, and sale of the LifeRegen Products. In addition, Business Partner shall: (i) not publish or use any misleading or deceptive advertising material regarding LifeRegen or its Products; (ii) honor the customer return/refund policy; (iii) not make any statements, representations, guarantees, or warranties regarding the LifeRegen Products that are inconsistent with those set forth in LifeRegen marketing materials (whether with regard to prices, quality, performance, standards, grades, contents, style or model, place of origin, availability, or otherwise); (iv) distribute the LifeRegen Products as shipped by LifeRegen, unopened and with all documentation, packaging, and other supplemental materials intact; (v) not alter or modify any LifeRegen Product or packaging, or take any action that affects or could affect the appearance, quality, content, or performance of any LifeRegen Product; (vi) not place orders for the sole purpose of achieving a title, rank, incentive, award, or bonus; (vii) not make any online postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the LifeRegen or any third party.
10. **Earnings Claims.** Business Partner shall not make any earnings claims or representations in connection with promoting LifeRegen as a business or income opportunity except as specifically set forth in materials published by LifeRegen. Business Partner acknowledges that LifeRegen does not pay any compensation, bonus, or commission for enrolling other Business Partners.

**11. Earnings Disclaimer.**

Every effort has been made to accurately represent our programs and the educational value they provide. However, there is no guarantee that you (Business Partner or Affiliate) will earn any money using the techniques and ideas in these materials. When we present revenue and sales figures on our website and our other channels, we are showcasing exceptional results, which do not reflect the average experience. You should not rely on any revenue, sales, or earnings information we present as any kind of promise, guarantee, or expectation of any level of success or earnings. Your results will be determined by a number of factors over which we have no control, such as your financial condition, experiences, skills, level of effort, education, and changes within the market. Running a business carries risks, and your use of any information contained on this website and program are at your own risk.

**12. Sales Tools.** Business Partner may create her or his own sales aids, presentations, advertising and promotional materials ("Sales Tools"). To ensure that Sales Tools are not deceptive and contain only substantiated claims, all Sales Tools must contain only those product claims and income claims published by LifeRegen, clearly identify they were created by an independent Business Partner and identify the Business Partner. Business Partner shall not sell or attempt to sell such Sales Tools. Business Partner may make Sales Tools available to other Business Partners free of charge. LifeRegen reserves the right to review any Sales Tools to ensure compliance with this Agreement. Business Partner hereby grants LifeRegen an irrevocable license to use the Sales Tools and make them available to other Business Partners for use at its discretion, and waives all claims against LifeRegen, its officers, directors, owners, employees, agents and other Business Partners for such use of the Sales Tools. In addition, LifeRegen may create Sales Tools that are available for purchase by Business Partners.

**13. Use of Company Trademarks.** The name "LifeRegen" and other names and logos used by LifeRegen are proprietary trade names, trademarks and service marks solely and exclusively owned by LifeRegen (the "Company Marks"). LifeRegen grants to Business Partner a limited, nonexclusive, non-transferable license to use the Company Marks during the term of this Agreement provided that such use complies with the provisions of this Agreement. Business Partner shall not use anything confusingly similar to the Company Marks in any email address, website domain name, or social media name or address. Business Partner shall also not use any Company Marks or any derivatives or variations of such marks or anything confusingly similar with any pay-per-click or other search engine optimization strategy.

**14. Business Partner Web Sites.** LifeRegen will provide Business Partner with a virtual back office website accessible by login on LifeRegen's website through which Business Partner can facilitate Product orders and sales. Business Partner is free to create her or his own website to promote their LifeRegen business provided that the website complies with the terms of this Agreement and guidelines published by LifeRegen. Personal websites must link to the LifeRegen corporate website. If Business Partner provides any Sales Tools or training on his or her site for other Business Partners, Business Partner shall password protect such content and shall make such password available to LifeRegen upon request. All Product orders placed through a personal website must be processed through the LifeRegen corporate website. Business Partners are not permitted to enroll other Business Partners on any other site than the LifeRegen corporate site.

15. **Social Media & Digital Marketing.** Should Business Partner utilize social media and digital marketing in promoting her or his LifeRegen business, including but not limited to blogs/individual websites, web forums, Facebook, Instagram, Twitter, LinkedIn, YouTube, Pinterest, or other online platforms, Business Partner agrees to each of the following:
- a. Business Partners must conspicuously identify themselves as an independent Business Partner in all advertising, directory listings, promotional material, social media postings, and other forums in which they promote LifeRegen's products, services and/or business and not imply or suggest that she or he is a LifeRegen employee or that LifeRegen's corporate office is the source of the ad, listing or post.
  - b. No product sales or enrollments may occur on any social media site. Business Partner must complete all sales and enrollments in his or her virtual back office or on LifeRegen's corporate website.
  - c. It is Business Partner's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, Business Partner must abide by the site's terms of use, and all other rules of the site.
  - d. A Business Partner may not use any social media site or other web presence on which they discuss or promote LifeRegen or the Products to solicit LifeRegen Business Partners for another direct selling or network marketing program or that may be reasonably viewed as inviting an inquiry from other LifeRegen Business Partners regarding another direct selling company or business opportunity.
  - e. Business Partner may utilize assets provided by LifeRegen in social media posts and as background images, but the avatar or main image may not be a LifeRegen logo or image utilized by LifeRegen. Business Partner may use the LifeRegen Business Partner logo for such purposes.
  - f. Business Partner may not imply exclusivity or ownership of a specific geographical area in a social media profile, post or website.
  - g. Business Partners may promote prices, special, promotions or programs offered by LifeRegen. Business Partner may only advertise personal specials, prices or promotions through direct one-to-one communications in person, email, direct or private message, telephone, text or direct mail.
16. **Spam Linking, Emails and Text Messages.** Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards, social media sites or forums. This includes blog spamming, blog comment spamming and/or spamdexing. Spam linking by Business Partners, including posting links or redirects to social media profiles or the LifeRegen website, is strictly prohibited. In addition, LifeRegen does not permit Business Partners to send unsolicited commercial e-mails or text messages unless such e-mails and text messages strictly comply with applicable laws and regulations including, without limitation, the Federal CAN-SPAM Act. Business Partner must ensure that any e-mail or text advertisement or solicitation that promotes LifeRegen complies with all applicable laws and regulations.
17. **Confidential Information.** Business Partner acknowledges that LifeRegen may provide

Business Partner with proprietary or non-public information and reports relating to Business Partner's sales activity, other Business Partners, Products or customers ("Confidential Information"). Confidential Information shall include, but not be limited to, reports and compilations generated by LifeRegen that are made available to Business Partner, contact and earnings information of other Business Partners, sales information, forecasts, projections or other materials furnished or prepared by LifeRegen for Business Partner's use. Business Partner acknowledges that LifeRegen is the sole owner of any and all Confidential Information provided to Business Partner pursuant to this Agreement. In this regard, Business Partner shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute, license, sell, use or otherwise make known any Confidential Information to any third party or person or entity not expressly authorized or permitted by LifeRegen to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; and (iii) not directly or indirectly make any use whatsoever of the Confidential Information, except for purposes of performing services under this Agreement. The parties each acknowledge that the restrictions in this paragraph are reasonable efforts of LifeRegen to protect and maintain the Confidential Information. The obligation of Business Partner regarding confidentiality shall survive for so long as LifeRegen may, in its sole discretion, consider the Confidential Information to be confidential.

18. Business Partner shall not directly or indirectly utilize Confidential Information in connection with any other business or commercial venture or the marketing or promotion of another company's products or services. Similarly, Business Partner shall not directly or indirectly utilize Confidential Information to solicit other Business Partners or customers to join another direct sales company or purchase products or services from another company.
19. **Non-Disparagement.** During the term of this Agreement, Business Partner agrees to refrain from making negative, disparaging, untrue or misleading statements or comments about LifeRegen, its Products, the Business Partner Pay Program or LifeRegen's officers, employees or other Business Partners.
20. **Non-Solicitation.** During the term of this Agreement and one (1) year following the termination of this Agreement, Business Partner agrees to not directly or indirectly solicit any LifeRegen Business Partner to (i) join, enroll or affiliate with another direct sales company; or (ii) terminate or alter the Business Partner's business relationship with LifeRegen. In this paragraph, "solicit" is defined to include the direct or indirect, actual or attempted, solicitation, encouragement, or effort to influence another Business Partner to participate in another direct selling business opportunity, even if the Business Partner's actions are in response to an inquiry made by another Business Partner. In this paragraph "direct sales company" is defined to include a network marketing, multi level marketing, party plan or social media company that sells products or services through independent sales representatives.
21. **Right of Publicity.** Business Partner grants to LifeRegen a revocable license to use the Business Partner's name, photograph, likeness, personal story, testimonial, and/or LifeRegen business history or information in advertising and promotional materials and waives all claims for remuneration for such use. The Business Partner waives any right to inspect or approve

the same prior to publication by LifeRegen. Business Partner may cancel this authorization by delivering written notice of revocation to LifeRegen.

22. **Change of Mentoring Business Partner.** The only means by which a Business Partner may change his/her Mentoring Business Partner (the sponsor he or she selected as a Mentor upon enrollment) is by voluntarily terminating the Agreement and remaining inactive as a Business Partner for six (6) full calendar months. Purchasing as another Business Partner's customer does not qualify as activity. Following the six-calendar month period of inactivity, the former Business Partner may re enroll under a new Sponsor. The Business Partner will lose all rights to his/her former downline upon termination of the Agreement. LifeRegen reserves the right to move any Business Partner who is direct to LifeRegen, along with her or his entire sales organization, to another position within the LifeRegen genealogy. Business Partners may not entice other Business Partners to leave their current line of sponsorship and join under a new Mentoring Business Partner. Business Partners may not enroll, or Business Partner with, a former Business Partner who was enrolled in a different line of sponsorship, prior to them being eligible.
23. **Sale Receipts.** Business Partner must provide retail customers that purchase merchandise directly from Business Partner in person with two copies of an official LifeRegen sales receipt at the time of the sale and advise them of the 3 business day right to rescind the transaction, which is set forth on the receipt [the rescission right is 5 business days for residents of Alaska, 15 days for residents of North Dakota over the age of 65]. Business Partner must maintain all such retail sales receipts for a period of two years and furnish them to LifeRegen upon request. Business Partners who place orders for their retail customers through Business Partner's virtual back office or the LifeRegen website need not be provided with a sales receipt as the receipt will automatically be sent by LifeRegen at the time the order is placed.
24. **Adjustments to Commissions.** When a product is returned by a customer for a refund or a chargeback occurs, the commissions and overrides earned as a result of the corresponding sale will be deducted from the Business Partner and upline lineage. In addition, any points, volume, or metric used to calculate eligibility or payout of commissions, bonuses, incentives, or promotions will be adjusted.
25. **Deadlines.** Month-end closing dates and published contest deadlines are firm and no exceptions are granted in the regular course of business. LifeRegen may, however, extend deadlines at its sole discretion in the event of extenuating circumstances such as a natural disaster.
26. **Customer Returns.** LifeRegen offers a generous return/refund policy for retail customers and Business Partners who purchase Products for personal use. Business Partner must fully comply with the return and refund policy. If a Business Partner, in the sole discretion of LifeRegen, abuses the customer return/refund policy, LifeRegen reserves the right to terminate this Agreement. In this regard, if Business Partner returns Products for a refund totaling more than \$\_ in any 12 month period, and LifeRegen reasonably believes that Business Partner is engaging in abusive return practices and/or manipulating the Business Partner Pay Program, then LifeRegen reserves the right to treat the refund request(s) as Business Partner's voluntary termination of the Agreement. LifeRegen reserves the right to refuse

returns and exchanges on Products that it reasonably suspects were purchased through unauthorized sellers or methods.

27. **Sales in Authorized Countries Only.** Business Partners may only operate a LifeRegen business or engage in LifeRegen business activities in countries in which LifeRegen is authorized to conduct business. Due to legal and tax considerations, LifeRegen Products purchased in the United States cannot be delivered or sold in any foreign country for the purpose of resale.
28. **No Inventory Requirements/70% Rule.** Business Partner is neither required to purchase nor required to carry any amount of inventory of Products. LifeRegen encourages Business Partners to place orders for their customers directly through the Business Partner's personal virtual back office on the LifeRegen website by using the customer order type. Business Partners will receive full credit for all such sales, without the need to carry any inventory at all. Business Partners may, at their option, purchase LifeRegen products for personal consumption or resale. If Business Partner seeks to place Product orders of \$2,000 or more during a single commission period, such orders must be approved by LifeRegen and the Business Partner must comply with the sales tax obligations in Paragraph 7 and must retain receipts showing that at least 70% of those Products were resold to at least three different customers within 30 days of the Product order date. Business Partner shall furnish copies of sales receipts upon request by LifeRegen. Falsely representing the sale of LifeRegen Products shall be grounds for termination.
29. **Bonus Buying Prohibited.** LifeRegen prohibits bonus buying and strictly prohibits the purchase of products in unreasonable amounts (stockpiling) and prohibits the purchase of products or services only or primarily to qualify or earn compensation or to achieve a specific rank. Bonus buying is any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers and includes, but is not limited to:
- Purchasing products through a nonexistent person or business entity or other artifice;
  - The enrollment of individuals or business entities without their knowledge of and/or execution of a Business Partner Agreement by such individuals or business entities;
  - The fraudulent enrollment of an individual or entity as a Business Partner or customer;
  - The purchasing of products, services or other items on behalf of another Business Partner or customer or under another Business Partner or customer's I.D. number to qualify for commissions or bonuses; or
- Unauthorized use of a credit card by a Business Partner when the Business Partner is not the account holder of such credit card.
- LifeRegen retains the right to limit the amount of Products a Business Partner may purchase if it believes, in its discretion, that Business Partner has placed orders solely for compensation or qualification purposes instead of for resale to customers. LifeRegen may revoke a rank advancement if it was earned in violation of this policy.
30. **One Account Per Business Partner/Household.** A Business Partner may hold only a single account under a single Mentoring Business Partner (enroller). A Business Partner may not be a party to more than one Independent Business Partner Agreement or hold, directly or



indirectly, any interest in another LifeRegen business, including through a spouse or domestic partner. Spouses, domestic partners and persons in a relationship with a Business Partner who permanently reside in the same household as Business Partner must be added as a co-applicant on the Business Partner's account.

31. **Business Distribution.** LifeRegen is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Therefore, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. LifeRegen will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. In the event that a business entity that operates a LifeRegen business dissolves, the owners of the business entity must instruct LifeRegen on the identity of the proper party who is to receive the business. The business must be awarded to a single individual or entity that was previously recognized by LifeRegen as an owner of the business entity.
32. **Security of Customer Data and Confidential Information.** Business Partner must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of Confidential Information and customer data. Appropriate safeguards for electronic and paper records may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files or locking up physical files containing Confidential Information and (iv) shredding or irretrievably deleting Confidential Information and customer data. Business Partner must comply with all applicable privacy and data security laws, including security breach notification laws. In the event of an actual or suspected security breach affecting Confidential Information or customer data, the Business Partner shall promptly notify the affected customers and LifeRegen in writing after becoming aware of such security breach and specify the extent to which Confidential Information or customer data was disclosed or compromised and shall promptly comply with all applicable security breach disclosure laws. Business Partner, at her or his expense, shall cooperate with LifeRegen and affected customers and use their best efforts to mitigate any potential damage caused by a security breach, including by sending notice to the affected individuals, state agencies, and consumer reporting agencies, if such notification is required by law.

## TERM AND TERMINATION

33. **Term.** The term of this Agreement is **one year** from the date of its acceptance by LifeRegen. This Agreement shall automatically renew for successive one-year terms unless either party notifies the other that it does not wish to renew the Agreement. Failure to pay the annual account maintenance fee within 30 days of the end of the month that is the anniversary month of Business Partner's enrollment shall be considered notification by Business Partner that he or she does not wish to renew the Agreement. If LifeRegen elects not to renew the Agreement, it shall provide Business Partner with written notification of such election at least thirty (30) calendar days prior to the renewal date.
34. **Termination.** Notwithstanding any other provision in this Agreement, upon any breach by the Business Partner of this Agreement, LifeRegen reserves the right, in addition to any available legal or equitable right or remedy, to terminate this Agreement upon written notice to the

Business Partner. LifeRegen reserves the right to terminate this Agreement upon thirty (30) days' notice to the Business Partner in the event that LifeRegen elects to: (a) cease business operations; (b) dissolve as a business entity; or (c) terminate the distribution of its Products via a direct selling channel. Business Partner has the right to terminate this Agreement at any time for any reason. Notice of termination shall be submitted electronically or in writing to LifeRegen's corporate office.

35. **Effect of Termination.** If this Agreement is terminated for any reason, Business Partner shall not be eligible to purchase Products from LifeRegen at wholesale prices or make sales on behalf of LifeRegen, hold herself or himself out to the public as a LifeRegen Business Partner, utilize any Confidential Information or otherwise use any of the Company Marks. In the event of termination or non-renewal of this Agreement, all rights of the Business Partner, if any, to any bonuses, commissions, or other compensation, whether or not related to the productivity or sales activities of any other Business Partner, or otherwise, shall terminate. Business Partner shall have no rights to his or her downline organization, which shall compress up to the next active Business Partner.
36. **Return of Unsold Inventory by Terminating Business Partner.** Upon any termination of this Agreement, a Business Partner may return any unsold Products that the Business Partner purchased from LifeRegen within the 12-month period preceding the date of termination for a refund. [12-month requirement not applicable to residents of Maryland, Wyoming, Massachusetts and Puerto Rico]. A Business Partner may only return Products that are current and in resalable condition. "Current and Resalable Condition" means any Product being offered for sale by LifeRegen on the date it receives the unsold Product from the terminating Business Partner, the items are returned in original packaging, and the items have not been not altered or damaged. After LifeRegen's receipt of the Products, LifeRegen will refund 100% of the original purchase price, less shipping charges. The refund will be credited back to the same method of payment used by Business Partner for the original order. Any returned Products that LifeRegen determines are not in resalable condition will be shipped back to Business Partner at Business Partner's expense.

## MISCELLANEOUS

37. **Amendments.** LifeRegen may, at its sole discretion, amend this Agreement, or discontinue certain compensation, bonus commissions or Products. The Business Partner shall have no vested interest in any such plan or program, provided, however, that LifeRegen may not change the terms or conditions regarding compensation for any Product actually sold by a Business Partner. The Agreement, including the LifeRegen Compensation Plan, may be amended at the sole discretion of LifeRegen. Notification of amendments shall be sent to the Business Partner by email and posted in the Business Partner's LifeRegen Back Office. Amendments shall become effective thirty (30) days after notification to the Business Partner, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of a Business Partner's LifeRegen business after the effective date of any amendment shall constitute the Business Partner's acceptance of such amendment. LifeRegen may also require Business Partner to accept and agree to be

bound by any amendments.

38. **Limitation of Liability.** The Parties agree that neither party shall be shall be liable for, and the Parties agree to release, defend, and hold harmless the other Party from, all claims for special, indirect, incidental, punitive, consequential or exemplary damages of any kind or nature for any claim or cause of action relating to or arising from the Agreement.
39. **Indemnity.** Business Partner agrees to indemnify and hold LifeRegen, its directors, officers, managers and employees harmless from and against all claims, damages or liabilities (including attorney's fees) arising from or relating to (a) Business Partner's promotion or operation of their LifeRegen business; (b) any negligent, reckless or intentionally wrongful act of Business Partner or any person acting on Business Partner's behalf; (c) any breach by Business Partner of any term of this Agreement; and (d) any claim alleging that Business Partner has violated or infringed upon any rights of third-parties, including but not limited to privacy rights or intellectual property rights.
40. **Entire Agreement.** The Agreement, including the LifeRegen Compensation Plan, constitutes the entire agreement between LifeRegen and Business Partner and supersedes all prior and contemporaneous agreements, representations and understandings between the parties. To the extent that the terms or conditions of any documents incorporated into this Agreement by reference conflict with the terms or conditions of this Agreement, the terms and conditions of this Agreement shall control. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute a waiver of any other provision.
41. **Severability.** If any provision of this Agreement shall, for any reason, be held unenforceable, such provision shall be severed from this Agreement, and such severed provision shall be reformed only to the extent necessary to make it enforceable. The Invalidity of such severed provision, however, shall not affect the enforceability of any other provision of this Agreement and the remaining provisions shall remain in full force and effect.
42. **No Assignment.** Business Partner may not assign this Agreement or any rights arising from this Agreement without the prior written consent of LifeRegen. Any attempt to transfer or assign the Agreement or any rights under the Agreement without the express written consent of LifeRegen shall render the Agreement void.
43. **Indebtedness.** Business Partner agrees that LifeRegen may deduct, withhold, set-off, or charge to any form of payment the Business Partner has previously authorized, any amounts that the Business Partner owes or is indebted to LifeRegen.
44. **Warranty, Disclaimer.** LifeRegen warrants to Business Partner that the Products as and when delivered by LifeRegen shall be free from material defects. LifeRegen's sole obligation to Business Partner and Business Partner's sole and exclusive remedy for a breach of this warranty shall be to return any defective LifeRegen product and receive a replacement or credit as described in the LifeRegen return policy. To the maximum extent permitted by law, LifeRegen disclaims all other warranties with respect to LifeRegen Products, the LifeRegen direct sales program, the LifeRegen Compensation Plan and any other subject matter of this Agreement, including any warranties of merchantability, fitness for a particular purpose, title,

non-infringement or accuracy.

45. **Remedial Actions.** LifeRegen reserves the right to take remedial action as necessary to enforce the terms of this Agreement and ensure appropriate conduct by Business Partners. Breach of this Agreement or any illegal, fraudulent, deceptive or unethical business conduct by Business Partner may result, in LifeRegen's discretion, in one or more of the following: (i) a written warning; (ii) requirement that Business Partner take immediate corrective measures; (iii) loss of rights to purchase LifeRegen products at discount prices or receive future commissions and bonuses; (iv) suspension of Business Partner's right to engage in LifeRegen business; (v) termination of this Agreement; or (vi) any other measure or action that LifeRegen, in its sole discretion, determines to be appropriate.

### GOVERNING LAW AND DISPUTE RESOLUTION

46. This Agreement, including any procedural or substantive rights in any arbitration, shall be governed by and construed in accordance with the laws of the State of California without giving effect to principles of conflicts of laws. The Federal Arbitration Act shall otherwise govern all matters relating to arbitration.
47. **Negotiation and Mediation.** In the event of a dispute, claim or controversy arising from or relating to this Agreement, the Parties agree to try to resolve such dispute informally. In this regard, the aggrieved Party shall send a "Notice of Dispute" to the other Party which contains a brief statement setting forth the facts giving rise to the disputed matter and the relief requested by the aggrieved Party. The Parties agree to use reasonable, good faith efforts to settle any dispute through consultation and good faith negotiations within thirty (30) days following delivery of the Notice of Dispute. If the dispute cannot be resolved through negotiation, the Parties agree to submit the dispute to non-binding mediation with a mediator mutually agreeable to the Parties. If the Parties are unable to agree on a mediator, the Parties agree that the American Arbitration Association shall designate a mediator. Unless

the Parties agree otherwise, including to conduct the mediation telephonically, the mediation shall take place in Los Angeles, California within three (3) months following delivery of the Notice of Dispute. Business Partner and LifeRegen agree that the dispute resolution procedure set forth in this paragraph is a condition precedent which must be satisfied before initiating any arbitration against the other Party.

48. **AGREEMENT TO ARBITRATE.** THE PARTIES MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THIS AGREEMENT, THE BUSINESS PARTNER PAY PROGRAM OR THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT WHICH CANNOT BE RESOLVED BY NEGOTIATION OR MEDIATION SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION BEFORE A SINGLE ARBITRATOR PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"). The Commercial Rules of the AAA are available at [www.adr.org](http://www.adr.org). BY AGREEING TO ARBITRATE, THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY.

a. In the event the AAA is unwilling or unable to hear the dispute, the Parties shall

agree to, or an appropriate court shall select, another arbitration provider. Unless otherwise agreed upon by the Parties, any arbitration hearing shall take place in Los Angeles, CA, although either party may elect to participate in the arbitration by telephone. The Party filing the Demand for Arbitration shall be responsible for the initial filing fees and costs charged by AAA and the respondent shall be responsible for payment of filing fees for any Cross-Complaint or Counterclaim. The Parties shall share equally the costs of case management fees, arbitrator fees or other fees charged by AAA other than the filing fees referenced above. The Parties shall bear their own costs for attorney's fees, court reporter fees, transcript fees and other litigation costs.

- b. Although this agreement to arbitrate is made and entered into between the Business Partner and LifeRegen, LifeRegen's affiliates, owners, officers, managers, and employees ("Related Parties") are intended third party beneficiaries of the Agreement, including this agreement to arbitrate.
  - c. This agreement to arbitrate shall survive the termination of this Agreement. Any issues related to the arbitrability of any claim, or the scope, validity or enforceability of this agreement to arbitrate shall be determined by the arbitrator. If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery via courier. The Demand for Arbitration must include a statement of the legal and factual basis of the claim(s) to be arbitrated. The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure and the parties shall be permitted to bring motions under FRCP Rules 12 and 56. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a final judgment in a court of competent jurisdiction.
49. **Class Action Waiver.** Business Partner agrees that by entering into the above agreement to arbitrate Business Partner is waiving Business Partner's right to have any dispute or claim brought, heard or arbitrated as a class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, or any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. The Parties agree that an arbitrator shall not have any authority to hear or arbitrate any class or collective action. The Parties agree that any claim that all or part of this class action waiver is unenforceable shall be determined by a state or federal court located in Los Angeles, California and not by an arbitrator. The Parties further agree that if a court determines that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.
50. Notwithstanding the Parties' agreement to arbitrate, either Party may bring an action in a state or federal court located in Los Angeles, California to obtain a restraining order, temporary or permanent injunction, or other equitable relief that may not otherwise be available to either party in arbitration. Failure by a Party to pursue negotiation and mediation pursuant to this Agreement shall not bar an action for equitable relief pursuant to this paragraph. The Parties may also seek judicial enforcement of an arbitration award in any court of competent

jurisdiction.

51. The Parties agree that the state and federal courts located in Los Angeles, California shall be the sole and exclusive venue and forum for any lawsuit or court proceeding between the Parties and each Party consents to personal jurisdiction in such courts and waive any and all objections to venue, jurisdiction or forum that might otherwise be available to either Party.
52. Louisiana Residents: Notwithstanding any other provision of this Agreement, if the Business Partner is a resident of Louisiana, the applicable law, jurisdiction and venue of any dispute between the parties arising from this Agreement shall be pursuant to Louisiana law.
53. If either Party wishes to bring an action against the other Party 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 for such act or omission.

#### NOTICES

54. Unless otherwise provided in this Agreement, any notice required under this Agreement shall be in writing and be deemed delivered to the other Party (i) upon personal delivery or delivery by professional courier; (ii) when sent by confirmed facsimile or electronic mail; or (iii) if mailed by registered, certified or express mail to LifeRegen at 451 W. Lambert Road, Suite 608, Brea, California 92821, or to Business Partner at the current address on file provided by Business Partner. If by mail, delivery shall be deemed effective by the date shown on the return receipt or if there is no receipt three (3) days after the date of mailing.

***By clicking "I Agree" Business Partner (i) acknowledges that she or he has read, understands and agrees to the terms set forth in this Independent Business Partner Agreement, including the LifeRegen Compensation Plan; (ii) certifies that all information provided by Business Partner in connection with Business Partner's application to become a LifeRegen Independent Business Partner is true and correct; and (iii) by clicking "I Agree" Business Partner intends to enter into a legally binding agreement with LifeRegen, Inc.***

**INDEPENDENT BUSINESS PARTNER AGREEMENT  
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