



## NULIFE SCIENCES INDEPENDENT BRAND PARTNER APPLICATION & AGREEMENT

**1. Authorization and Contract.** By executing the NuLife Sciences Independent Brand Partner Agreement (“Agreement”), you apply for legal authorization to become a NuLife Sciences business owner and enter into contract with NuLife Sciences, Inc (hereafter “NuLife Sciences” or “Company”). You acknowledge that prior to signing you have received, read and understood the NuLife Sciences Income Disclosure Statement, that you have read and understood the terms of the NuLife Sciences Compensation Plan, the NuLife Sciences Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on <https://nulifesciences.com/>, and that you have read and agree to all terms set forth in this Agreement. Company reserves the right to reject any application for any reason within thirty (30) days of receipt.

**2. Expiration, Renewal, and Termination.** The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). If you fail to annually renew your NuLife Sciences business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Independent Brand Partner. You shall not be eligible to sell NuLife Sciences products nor shall you be eligible to receive commissions, royalties, bonuses, or other income resulting from your activities or 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. Company reserves the right to terminate all Independent Brand Partner Agreements upon thirty (30) days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products via direct selling channels. An Independent Brand Partner may cancel this Agreement at any time, and for any reason, upon written notice to Company at its principal business address. Company may cancel this Agreement for any reason upon thirty (30) days advance written notice to the Independent Brand Partner. Company may also take actions short of termination of the Agreement, if the Independent Brand Partner breaches any of its provisions.

**3. Independent Contractor Status.** You agree this authorization does not make you an employee, agent, or legal representative of NuLife Sciences or your Sponsoring Independent Brand Partner. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through NuLife Sciences 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 retail customer (“Customer”), you will adhere to NuLife Sciences’ thirty (30) day, 100% satisfaction guarantee policy and shall provide Customer a full 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 if you request such refund within seven (7) days from the date of purchase. The refund shall be 90% of the purchase price. Additionally, Independent Brand Partner agrees to incur shipping and handling charges, as these fees are not refundable.

**5. Presenting the Plan.** You agree when presenting the NuLife Sciences Compensation Plan to present it in its entirety as outlined in official NuLife Sciences materials, emphasizing those 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 NuLife Sciences. You agree to instruct all prospective Independent Brand Partners to review the NuLife Sciences Income Disclaimer 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 NuLife Sciences literature. You further agree to sell products available through NuLife Sciences only in authorized territories. NuLife Sciences products are classified as Class II Medical Devices under the Food and Drug Administration Act. Nevertheless, **NuLife Sciences\_products are intended to “enhance feelings of muscle relaxation” and NOT intended to diagnose, treat, cure or prevent any disease.** Therefore, an Independent Brand Partner should never make any product claim so as to indicate NuLife Sciences products can diagnose, treat, cure or prevent any disease. For more information on statements that an Independent Brand Partner can and cannot say, see the Company Policies and Procedures.

**7. NuLife Sciences’ 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 Company, 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 NuLife Sciences business including, without limitation, Independent Brand Partner lists, sponsorship trees, and all Independent Brand Partner information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of NuLife Sciences, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with the Company, NuLife Sciences 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, technical or scientific information about Company's products or services. and Independent Brand Partner sales, earnings and other financial reports to facilitate your NuLife Sciences business. The Independent Brand Partner specifically acknowledges that the Company's products are covered by patents and/or pending patent applications either owned by or licensed to the Company. Independent Brand Partner agrees that it will not take any action or assist others in any action that could constitute an infringement of any of these patents or any patent applications depending therefrom.

**8. Non-Solicitation Agreement.** In accordance with the Policies and Procedures, you agree that during the period while you are an Independent Brand Partner, 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 Independent Brand Partner to compete with the business of NuLife Sciences.

**9. Images / Recordings / Consents.** You agree to permit NuLife Sciences 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 NuLife Sciences for any lawful purpose, and without compensation.

**10. 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 Rule 1 in the Policies and Procedures.

**11. Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of your contract with NuLife Sciences as set forth in this Independent Brand Partner Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Tennessee without regard to conflict of law provisions. You and the Company irrevocably and unconditionally agree that it will not commence any action against one another way arising from or relating to this Agreement in any forum other than the US District Court for the Middle District of Tennessee or, if

such court does not have subject matter jurisdiction, the courts of the State of Tennessee sitting in Davidson County, Tennessee. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against NuLife Sciences, INC with jurisdiction and venue as provided by Louisiana law.

**12. Dispute Resolution.** All disputes and claims relating to the Company, its products, the rights and obligations of an Independent Brand Partner and NuLife Sciences, or any other claims or causes of action relating to the performance of either an Independent Brand Partner or NuLife Sciences under the Agreement or the NuLife Sciences Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Nashville, Tennessee, or such other location as Company 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 NuLife Sciences, 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 Company 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.

**13. Time Limitation.** If an Independent Brand Partner wishes to bring an action against NuLife Sciences for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. An Independent Brand Partner waives all claims that any other statutes of limitations apply.

**14. 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 NuLife Sciences and supersedes any prior agreements, understandings and obligations between you and the Company concerning the subject matter of this contract.

**15. Montana residents:** A Montana resident may cancel his or her Independent Brand Partner Agreement within fifteen (15) days from the date of enrollment and may request a full refund within such time period. Additionally, all Montana residents are entitled to a twelve (12) month refund on all unsold inventory and sales aids in the event of resignation or termination.

**16. Notice of Right to Cancel.** You may request a refund on your enrollment fee if it's done within seven (7) business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within TEN BUSINESS DAYS following receipt by the Company of your cancellation notice. To cancel this transaction, mail or deliver written notice, to NuLife Sciences, INC, 7407 Ziegler Rd., Chattanooga, TN 37421, not later than midnight of the seventh business day following the date of this Agreement.

**17. 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.