

## FINANCIAL HALO ASSOCIATE AGREEMENT

**1. Authorization and Contract.** By executing the Financial Halo Associate Agreement (“Agreement”), you apply for legal authorization to become a Financial Halo/MedXPrime independent business owner and enter into contract with Financial Halo, LLC, hereinafter “Halo”, for the purpose of marketing services on behalf of Halo and its service providers. You acknowledge that during your online enrollment process, you have reviewed, read and understood the Terms and Conditions of Use, Privacy Policy, Associate Policy and Procedures, Electronic Signature and Records, Terms of Refund, Cancellation and Chargeback as well as having reviewed the Halo Income Disclosure Statement on the Halo website. These items are incorporated into this Associate Agreement and made part of it as if restated in full and that you have read and agree to all terms set forth in this Agreement. Halo reserves the right to reject any application for any reason within 30 days of receipt.

Halo has entered into agreements with providers of the services and products for its customers. These providers are authorized by Halo to contact directly and enroll any prospective Halo client who may wish their services. Halo encourages its prospective clients to do their full diligence prior to engaging the services of its provider companies. Any relationship that may be formed with any of the providers is exclusively between the consumer and that provider. We do not warrant or guarantee the products and/or services provided by any of the providers. In accordance with FTC guidelines, we state that we do have a financial relationship with the provider companies mentioned on our website and in our presentation. Halo reserves the right, at its discretion, to change, modify, add or remove any service program or provider at any time.

**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 your Halo/MedXPrime business is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Associate. You shall not be eligible to sell Halo/MedXPrime services nor shall you be eligible to receive commission overrides, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation or termination, 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. Halo/MedXPrime reserves the right to terminate all Associate Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. Associate may cancel this Agreement at any time, and for any reason, upon written notice to Halo/MedXPrime at its principal business address or by email notification. Halo/MedXPrime may also take actions including termination of the Agreement, if the Associate breaches any of its provisions.

**3. Independent Contractor Status.** You agree this authorization does not make you an employee, agent, or legal representative of Halo/MedXPrime nor is your Sponsoring Associate an employee, agent or legal representative. As a self-employed independent contractor, you will be operating your own independent business, representing various services available through Halo. 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. It will be your sole responsibility to account for such income on your individual or business income tax returns.

**4. Presenting the Plan.** You agree when presenting the Halo/MedXPrime Compensation Plan to present it in its entirety as outlined in official company materials. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by Halo/MedXPrime. You agree to instruct all prospective Associates to review the Halo/MedXPrime Income Disclosure Statement.

**5. Representing the Services.** You agree to make no representations or claims about any services beyond those shown in official Halo/MedXPrime literature, website or presentations. You further agree to represent services available through Halo/MedXPrime only in authorized territories, specifically the U.S. and its Territories.

**6. 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 Halo/MedXPrime, 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 Halo/MedXPrime business including, without limitation, Associate lists, sponsorship trees, and all Halo/MedXPrime Associate information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Halo/MedXPrime, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Halo/MedXPrime, the company 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 service developments, and Associate sales, earnings and other financial reports to facilitate your Halo/MedXPrime business.

**7. Non-Solicitation Agreement.** In accordance with the Policies and Procedures, you agree that during the period while you are an Associate, and for three calendar years following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to circumvent, recruit or persuade any other Halo/MedXPrime Associate to compete with the business of Halo/MedXPrime.

**8. Images / Recordings / Consents.** You agree to permit Halo/MedXPrime 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 Halo/MedXPrime for any lawful purpose, and without compensation.

**9. Modification of Terms.** With the exception of the Dispute Resolution sections (item 12), which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Rule 61 (Amendments) in the Policies and Procedures.

**10. Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of your contract with Halo/MedXPrime as set forth in this Associate Agreement and any incorporated documents shall

be governed by and interpreted in all respects under the laws of the State of California, Sacramento County, without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Financial Halo, LLC with jurisdiction and venue as provided by Louisiana law.

**11. Fax or electronic copy.** A faxed or electronically delivered copy of the Agreement or any notifications to Associate shall be treated as an original in all respects.

**12. Dispute Resolution.** All disputes and claims relating to Halo/MedXPrime, its services, the rights and obligations of an Associate and Halo/MedXPrime, or any other claims or causes of action relating to the performance of either an Associate or Halo/MedXPrime, under the Agreement or the Halo Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Sacramento, California, or such other location as Halo 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 Halo, 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 Halo 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 Associate wishes to bring an action against Halo 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. Associate waives all claims in which 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 Halo/MedXPrime and supersedes any prior agreements, understandings and obligations between you and Halo/MedXPrime concerning the subject matter of your contract with Halo.

**15. Notice of Right to Cancel.** To cancel your Associate Agreement, send an email message or deliver written notice to Financial Halo, LLC, 991 Governor Drive, Suite 101, El Dorado Hills, CA 95762. Send email notification to [cancel@financialhalo.com](mailto:cancel@financialhalo.com). In order to acknowledge your cancellation notice, you will receive a

return reply from the Company without which cancellation notice is not valid. Please keep all copies of correspondence to confirm cancellation notice.

**16. Refund Policy.** Halo offers a 14-day refund policy on all initial transactions made directly with the company, which includes the enrollment fee and the monthly website maintenance fee ('fees'). You may request a refund on your fees only within fourteen (14) days from the date of enrollment. If you cancel, initial fees paid will be returned within SEVEN BUSINESS DAYS following receipt by Halo of your cancellation notice. After this period, all subsequent transactions are non-refundable. In order to acknowledge your refund request, you will receive a return reply from the Company. Please keep all copies of correspondence to confirm receipt of refund request. This refund policy does not pertain to the individual products and services provided by our service providers.

With respect to the individual products or services offered by Halo service providers, refunds are handled on a per-provider basis solely between the service provider and customer.

**Montana residents:** A Montana resident may cancel his or her Associate Agreement and request a refund on fees only within 15 days from the date of enrollment.

**Effect of Refunds on Representative Commission.** It is Halo policy to pay commissions on the purchase of some Halo services 30 days after the sale to protect our Associates from a possible chargeback. If a commission is paid prior to the 30 day period, Halo would be in the position of having to deduct this amount from an Associate's future commissions or otherwise recover the funds paid to you for that sale. To avoid this, Halo pays the commission after the service provider's customer refund period has ended.

In the event that a service provider's product or service is refunded or a chargeback is granted, the bonuses and commissions attributable to the refund will be deducted from the associate and upline who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

Should the Associate and upline no longer be active in the company or have no ongoing commission from which to deduct the chargeback, they shall be billed by Halo for the amount due. Failure to pay the chargeback amount or to make arrangements with Halo to pay the chargeback amount, within 15 days of written notice shall incur a penalty of 1% per month of the outstanding balance due. Halo reserves the right to make any and all legal means by which the chargeback amount may be collected from Associate and upline.

**17. Terms of Enrollment and Website Use.** Financial Halo, LLC provides its Associates with a 14 DAY UNCONDITIONAL SATISFACTION GUARANTEE for the initial enrollment and monthly website resource fee. If you are dissatisfied for any reason, your monthly website resource fee and one time enrollment fee will be fully (100%) refunded. Each Associate further agrees that after the 14 DAY satisfaction guarantee, THERE ARE NO REFUNDS! IF PURCHASER USED A CREDIT CARD TO ENROLL AS AN ASSOCIATE AND TO SUBSCRIBE TO THE MONTHLY WEBSITE RESOURCES, PURCHASER IRREVOCABLY AGREES TO NOT INITIATE A CHARGEBACK AGAINST HALO, LLC.

If Associate decides to cancel for any reason within 14 days from the initial purchase date, a refund request must be e-mailed to: [cancel@financialhalo.com](mailto:cancel@financialhalo.com). 100% of Clients enrollment transaction will be placed back on the credit card used to make the initial purchase within 7 business days.

If after the initial 14 day satisfaction guarantee period, Associate chooses to discontinue paying the Month-To-Month website resource fee, a cancellation request must be provided (E-mailed) at least five days prior to the next scheduled billing date.

If Associate inappropriately breaches this refund agreement and initiates a chargeback with Associate's credit card provider after electronically agreeing to Halo's 'TERMS OF ENROLLMENT AND WEBSITE USE' Policy by physically moving the cursor to and clicking the 'I ACCEPT THE TERMS AND CONDITIONS' box on the Associate enrollment and registration page, at any time after the 14 day unconditional satisfaction guarantee, Associate agrees to pay a \$50 chargeback/admin defense document preparation fee plus the full amount of the chargeback to cover the enrollment and use fee. Failure to pay the total amount owed plus the agreed to fees within 30 days of Halo's demand for payment will result in Halo forwarding Associate's debt to a professional collection agency. Associate agrees to pay all additional fees necessary to collect this debt. Interest will accrue at 1% per month on the outstanding aggregate balance until the balance due is paid in full. Failure to repay debt in a timely manner could ultimately result in a negative reporting/effect on Associate's credit report.

**18. Relationship with Service Providers.** As an authorized marketer of various products and services offered by its service providers, Halo does not offer any sort of refund on these items. Refunds are handled on a per-provider basis solely between the service provider, its refund policies and customer.

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

**20. Active Status - Website Back Office Requirement.** In order to be in "Active" status and qualified to receive commissions, Associates must have a website back office functionality by subscribing to the monthly website resource fee. This provides access to the website back office for business reporting and information purposes, including access to the essential Resource Library, along with corporate communications and other essential resources. Back office access is required to be an informed participant in one's Halo business. An Associate without a back office is at a disadvantage in being able to engage their business. Failure to keep an Associate position active on a monthly basis will result in the loss of one's Associate Active status. The Associate will remain in Inactive status until meeting all Active requirements. Any previously existing downline business activity will not accumulate or go toward earning commissions. Establishing Active Associate status again will be starting as if one were a brand new Associate. If an Associate is inactive for a period of six months, the Associate position is terminated and removed from the system. A terminated

Associate may re-enroll as a new Associate at any time thereafter. Should an Associate become inactive due to credit card payment issues, they will be notified by email and there will be a 30 day period in which the Associate may remediate the faulty transaction; if not corrected, the Associate will remain in Inactive status with loss of downline as described in this paragraph.

**12. Commission - Timing and Accrual of Payments.** Company shall pay Associate commission payments owed according to the Associate compensation plan on or before the 15<sup>th</sup> day of the month following Company's receipt of payment by service providers or laboratories for services rendered to Company's clients. Each month, our service providers are contractually obligated to send to Company full reporting of all business submitted by Company's Associates with documentation of commission payments due. Once service providers make commission payments to Company, Associate payments are calculated and paid based on the net commission with payment by the 15<sup>th</sup> of the following month. Commission payments to Associates are contingent upon Company receiving payment from its service providers or laboratories. Associate payments shall not become payable until the commission associated with services have been paid to the Company by the provider. All payments will come first to Company before remittance can be made to Associate. In order to receive payment of commissions, representatives must have \$20 of accumulated commissions for any of the services we offer. Commissions will continue to accrue until the minimum threshold of \$20 is met at which point payment will be made. Representatives not meeting commission qualification requirements will be skipped for commission payout with no recourse to retroactive payment of commissions.

## **22. Commission Qualification Requirement - MedXPrime.**

In order to receive commission payments with the MedXPrime program each Associate must:

- execute a Halo sales representative agreement
- complete the compliance program and the certification training for the service being marketed
- complete the MedXPrime certification process which includes being appointed as a Referring Representative or Certified Representative
- meet the Qualified and Active requirements (see below)

## **23. Active and Qualified.**

To receive any MedXPrime compensation, an Associate must be both 'Active' by being current on the monthly recurring website resource fee, 'Qualified' by being certified as a MedXPrime Referring Representative or Certified Representative in the service being marketed and contracted with Halo as an independent sales representative.

## **24. Commission Override Qualification Requirements.**

**Training and Support.** This commission override qualification requirement emphasizes the basis for receiving commission overrides by providing support and training to those in one's group. It is important that the commission override be earned through the diligent, knowledgeable efforts of those who receive compensation

for the activities of Associates in their group. Without being certified, there is little substance to the support that can be provided to an Associate from whom commission overrides are received.

To receive commission overrides, please meet all of these requirements:

### **1. Certification.**

Commission override requirements include completion of the certification training for the services for which you are receiving payment. In order to receive commission override, you must complete certification in each of those programs.

### **2. Personally Sponsored Representatives.**

You will be paid commission overrides on the same number of levels that you have personally sponsored Associates that are active. Example: One personally sponsored active rep = one level of commission over-ride, two personally sponsored active reps = two levels of commission over-ride, and so on. Each personally sponsored rep qualifies you to reach deeper by one more level to be paid on up to six levels.

Certification for Personally Sponsored Reps. Each of your personally sponsored reps must be certified in all Halo, MedXPrime and MedXPrime Revenue Recovery programs in order to qualify you for any commission overrides. While your personally sponsored reps may not actually market all of the programs, they must be certified in each of the programs. This ensures that they are knowledgeable and informed regarding our entire suite of services. The advantage is they may find once they complete certification in a program, they may very well be interested in marketing that program. And, if they are aware of the details of each program, it reduces the risk they may describe it inaccurately should they be questioned by a current or prospective client or representative. We must always be sensitive to our programs being represented with due regard for compliance and legal issues.

### **Summary - To receive commission overrides meet these requirements:**

1. Active status: be current on \$19.95 per month website fee
2. Qualified: be certified in each MedXPrime service (not required to receive Halo services override)
3. Have one personally sponsored, active and qualified Associate who is certified in all MedXPrime services for each level of commission override.
5. Complete Step 2 (document submission) of the certification process

### **Commission Cycle.**

Commissions will be paid out by the 15<sup>th</sup> of the month. If the 15th falls on a major U.S Holiday commissions will be paid the next business day.

**25. Loss of Dormant Accounts.** If a representative's client account is dormant without sending business activity for a period of 90 days, then Company reserves the right to re-assign the account to another representative that will service the account effectively. We do this reluctantly but our first obligation is to serve the client who initially enrolled with the Company so we may serve their interests. Please monitor your account activity to avoid losing the opportunity that each practice represents. For accounts that do not begin or continue

any business activity, make your presence known to the client. Bring new information on the importance of the services and be proactive in servicing the account.

## **26. Business Continuation.**

Death of Associate. In the case of the death of a Halo Associate, rights of that Associate position shall pass to the Associate's heirs. A public notice, certified copy of the will or court document in the name of the succeeding individual must be submitted to Halo within thirty (30) days of the death of the Associate. Halo will continue to send checks in the name of the original Associate during this thirty (30) day period or until ordered by the court otherwise. If Halo does not receive appropriate instruction within thirty (30) days of the death of the Associate, ownership of the Associate position shall expire with no further recourse by the heirs or estate. Transfer of ownership will take place after receiving appropriate documents. The succeeding Associate must comply with all commission requirements to continue receiving income from Halo.

Sale of Business. Should Halo be sold during the term of this agreement, Associate and Company agree that a condition of the sales would be the retention of the Halo independent contractor agreement at the time of the transition to new ownership.