

AFFILIATE/ASSOCIATE

TERMS OF AGREEMENT

The undersigned Affiliate/Associate agrees as follows:

1. I am an Affiliate/Associate of the Company. I am of legal age in the state or country of my domicile. If I live within the United States of America, I am a legal resident. To the extent I reside outside of the United States, I affirm that I am legally authorized to conduct business in the country/territory where I reside. I understand that as an Affiliate/Associate this Agreement does not in any way create an employer/employee relationship, partnership or joint venture. I will not be treated as an employee, agent, franchisee, joint venturer, partner or owner of the Company for federal or state tax purposes including with regard to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, Federal Insurance Contributions Act (FICA), or with regard to workers' compensation, any state unemployment act, or any other federal, state or local statute, ordinance, rule or regulation.
2. As an Affiliate/Associate, I am responsible for payment of all federal, state and local taxes and other premiums and license requirements and fees attributable to my sales activities and earnings. I am responsible for all liability, health, disability, worker's compensation and other insurance.
3. I do not have any authority to bind or incur any obligation on behalf of Genetic LifeSpan® (the "Company").
4. I have read and understand the Company's Policies and Procedures and Compensation Plan and agree to comply with them.
5. Subject to the provisions of Section 12, this Agreement shall have a term beginning on the date of acceptance by the Company and ending on one (1) year from the date thereof (the "Anniversary Date") and shall be renewed on an annual basis on each Anniversary Date subject to acceptance by the Company which can be withheld in its sole discretion, in accordance with the then current renewal policy of the Company as set forth in the Policies and Procedures.
6. I must be in good standing and not in violation of any of the terms of this Agreement in order to be eligible to receive any bonuses, fees or commissions.
7. As an Affiliate/Associate of the Company I must fulfill all supervisory, distribution, training and other functions defined from time to time by the Company for the Affiliates/Associates I bring into the business.
8. I have not received any statement or representation from the Company about my potential earnings. I will make no statements, representations or disclosures in promoting the Company or in selling the Company's products and services, other than what is expressly permitted by the Policies and Procedures and in other literature produced by the Company.
9. **Protected Trade Secrets/Confidentiality.** I understand and agree that the Company solely owns the following list of protected, business proprietary, trade secrets: trademarks; service marks; trade names; patents; and, copyrighted materials; list of Affiliates/Associates; Affiliates/Associates identifying information developed by or for the Company; client lists; client information developed by or for the Company; manufacturing procedures; formulas; source codes; product development; policies and procedures; and, all operating, financial, and marketing materials ("Genetic LifeSpan Trade Secrets"). This list is not all inclusive, but intended as a guideline for the Independent Affiliates/Associates of the numerous types of protected trade secrets owned by the Company. The Company aggressively protects the confidentiality of its trade secrets from disclosure and will seek the full protections afforded by State law and Federal Law, including but not limited to the remedies available in the Defense of Trade Secret Act and the Uniform Trade Secret Act. I understand and agree that clients I procure on behalf of the Company are deemed to be clients of the Company and the identity of such are protected Genetic LifeSpan Trade Secrets. I understand and agree that Affiliates/Associates I procure on behalf of the Company are deemed to be Affiliate/Associates of the Company and the identity of such are protected Genetic LifeSpan Trade Secrets. I will not use or disclose any Genetic LifeSpan Trade Secrets except in strict accordance with this Agreement and the Policies and Procedures. I agree to use only written, recorded or other promotional or advertising materials which have been produced by the Company and/or approved in writing by the Company prior to my use and such disclosures by me shall bear the Company's approval designation. I agree to not to disclose Genetic LifeSpan Trade Secrets to any third

party. I agree not to use Genetic LifeSpan Trade Secrets in connection with any other business during the term of this Agreement. Upon termination or nonrenewal of this Agreement, I agree that I will immediately cease the use of Genetic LifeSpan Trade Secrets and to all such protected materials in my possession to the Company.

10. I hereby authorize the provider performing the collection procedure for my specimen and/or specimen derived samples to disclose my protected health information to Genetic LifeSpan, Inc. The only protected health information that my provider may disclose to Genetic LifeSpan, Inc. is that which is reasonably related to the receipt, testing, processing, cryopreservation, storage, and eventual release of my specimen and/or specimen-derived samples by Genetic LifeSpan, Inc. The purpose of this disclosure is to allow Genetic LifeSpan, Inc. to have the information necessary to provide these services. I hereby authorize Genetic LifeSpan, Inc. to disclose my protected health information to the provider performing my collection procedure and to other third party contractors. The only protected health information that Genetic LifeSpan, Inc. may disclose to my provider or to such contractors is that which is reasonably related to the collection and storage of my samples. The purpose of this disclosure is to allow my provider and the relevant contractors to have the information necessary to collect, process, and/or store my samples. I understand that the information used or disclosed to Genetic LifeSpan, Inc. or my provider may be subject to re-disclosure and may then no longer be protected by federal privacy regulations. I may revoke the authorization permitting my provider to disclose my information to Genetic LifeSpan, Inc. by notifying my provider in writing of my desire to revoke it. I may revoke the authorization permitting Genetic LifeSpan, Inc. to disclose my information to my provider by notifying Genetic LifeSpan, Inc. in writing of my desire to revoke it. However, I understand that any action already taken by my provider or Genetic LifeSpan, Inc. in reliance on this authorization cannot be reversed, and my revocation will not affect those actions. This authorization expires one year after the date of signature below. I acknowledge and agree that Genetic LifeSpan, Inc. and its relevant contractors may retain my protected health information as long as they retain or store any of my samples. I understand that my authorization is voluntary and I am not required to sign this form. My failure to sign this form will not otherwise affect my medical treatment. However, I further understand that my provider will not remove any specimen, and Genetic LifeSpan, Inc. cannot process or store my specimen, without this authorization. I have read and understand the above information. I have received a copy of this form and I am either the patient or am authorized to act on behalf of the patient to sign this document, thus verifying authorization for the use or disclosure of the protected health information under the above stated terms.
11. During the term of this Agreement, I will not, directly or indirectly, on my own behalf or on behalf of any other person or entity, divert, solicit or hire any client, Affiliate/Associate or employee of the Company to terminate or alter his or her business or contractual relationship with the Company.
12. I will operate my Genetic LifeSpan® business in a lawful, ethical and moral manner and perform all my obligations with honesty and integrity. I will abide by all applicable federal, state and local laws or regulations, and the terms of this Agreement, the Policies and Procedures and the Compensation Plan.
13. **Termination.** I may terminate this Agreement at any time for any reason. The Company may terminate this Agreement at any time for any reason. In addition, the Affiliate/Associate or the Company may elect, for any reason, not to renew this Agreement. Immediately upon termination or nonrenewal of this Agreement, I agree that I shall immediately cease representing myself as an Affiliate/Associate of the Company; I agree that I will lose all rights to my participation in the Compensation Plan, including all future commissions and earnings, and I agree that I will take all other actions reasonably required by the Company to terminate my relationship with the Company and to protect Genetic LifeSpan Trade Secrets.
14. I agree to abide by the Company's retail client refund policy, as set forth in the Policies and Procedures. If you decide to cancel the service prior to specimen processing, Genetic LifeSpan will reimburse the Enrollment Fees minus 5% processing fee, if A) The IMUN Collection Kit is returned within 15 days of the date of cancellation request B) The IMUN Collection Kit seal is unopened C) There is no damage to the IMUN Collection Kit. Commissions paid on returned products must be repaid to the Company by the Independent Consultant earning the commission.
15. The Company may revise its Policies and Procedures and its Compensation plan at any time at its sole discretion. All amendments will be published and distributed by the Company through all its media channels. I understand that the acceptance of any Company check for commission, bonuses or payment constitutes my agreement to the latest revisions of the Company's Policies and Procedures or Compensation Plan.
16. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of the Company. The Company may assign the Agreement at any time.
17. I agree to indemnify and hold harmless the Company, its subsidiaries, Affiliates/Associates, and their shareholders, officers, agents, employees, and directors, from and against any claim, demand, liability, loss, cost or expense, including, but not limited to, court costs or attorneys' fees, asserted against or suffered or incurred by any of them by

reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, my: (a) activities as an Affiliate/Associate, including, without limitation, any unauthorized representations made by me; (b) breach of the terms of this Agreement; or (c) violation of or failure to comply with any applicable federal, state or local law or regulation. The Company shall have the right to offset any amounts owed by me to the Company (including, without limitation, the repayment of commissions as a result of product returns) against the amount of any commissions or bonuses owed to me.

18. This Agreement will be governed by and construed with the laws of the State of Texas, without reference to its conflict of laws rules.
19. Except as set forth in the Policies and Procedures, all disputes relating to the performance of either party under this Agreement shall be litigated in the State of Texas, agreed venue in Collin County. I agree that upon a breach of this Agreement that the Company will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. I agree that the remedy at law for any breach of any provision of this Agreement shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, the Company shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement.
20. Except as expressly set forth herein, any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or to serve upon the other shall be in writing and delivered by electronic communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested or by personal service), or by registered or certified mail, postage prepaid, return receipt requested. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or other evidence of delivery, if mailed.
21. All rights, powers and remedies given to the Company are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of the Company to exercise any power or right under this Agreement or to insist upon strict compliance by an Independent Consultant with any obligation or provision shall constitute a waiver of the Company's right to demand exact compliance therewith. Waiver by the Company can be effective only in writing by an authorized officer of the Company.

22. The Company shall be entitled to its cost and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.
23. If under any applicable law or rule of any applicable jurisdiction, any provision of the Agreement is held to be invalid or unenforceable, the remainder of the Agreement will be interpreted as best to effect the intent of the parties hereto. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Agreement.
24. The covenants and obligations of an Affiliate/ Associate to abide by the non-solicitation and confidential information covenants contained herein shall survive termination of this Agreement.
25. This Agreement, the Policies and Procedures and the Compensation Plan (all of which are incorporated herein by reference), constitute the entire agreement between the Company and an Affiliate/ Associate, supersede all prior agreements and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both parties.
26. Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
27. A Montana resident may cancel his or her Affiliate/ Associate Agreement within 15 days from the date of enrollment and receive a 100% refund for all fees paid and products or services purchased prior to the date of cancellation.

Signature: _____

Print Name: _____

Date: _____