# RBC LIFE AFFILIATE AGREEMENT 2-15-2022

# 1. Authorization and Agreement

By executing the RBC Life Affiliate Agreement ("Agreement"), you apply for legal authorization to become an RBC Life Affiliate and enter into an Agreement with RBC Life, hereinafter "RBC Life." You acknowledge that you have read and understood the RBC Life Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on the RBC Life website; and that you have read and agree to all terms set forth in this Agreement. RBC Life reserves the right to reject any application for any reason within thirty (30) days of receipt.

## 2. In the event of cancellation or termination:

You waive all rights you have, including, but not limited to, property rights, rights to your organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of your former organization.

- 3. RBC Life reserves the right to terminate all Affiliate Agreements upon thirty (30) days' notice if the Company elects to:
  - cease business operations;
  - dissolve as a business entity; or
  - terminate distribution of its products and/or services via direct selling channels.
- 4. Affiliates may cancel this Agreement at any time, and for any reason, upon written notice to RBC Life at its principal business address.

## 5. Independent Contractor Status:

You agree this authorization does not make you an employee, agent, or legal representative of RBC Life or your sponsoring RBC Life Affiliate. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products and services available through RBC Life 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

electronically. It will be your sole responsibility to account for such income on your individual income tax returns.

## 6. Refunds and Product Return:

If for any reason, an RBC Life product does not meet your expectations, simply return it within thirty days of purchase for a 100% refund of the product price, excluding shipping and handling.

Product that is in resalable condition (i.e., unused, unopened, not expired) can be returned within twelve (12) months of purchase for a 90% refund of the product price, excluding shipping and commissions previously earned.

Shipping costs associated with returning product are the responsibility of the Shopper/Affiliate returning the product. Any commissions and bonuses paid on the sale of returned product will be reclaimed from the Affiliate(s).

All returns, whether by a Shopper, or Affiliate, must be made as follows:

Obtain Return Merchandise Authorization ("RMA") from RBC Life by submitting an email to <a href="mailto:support@rbclife.com">support@rbclife.com</a>.

Ship items to the address provided by Customer Service at RBC Life when you are given the RMA number;

Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA;

All returns must be shipped to RBC Life pre-paid, as RBC Life does not accept shipping collect packages. If returned product is not received at RBC Life, it is the responsibility of the Shopper or Affiliate to trace the shipment before product credit will be applied.

The return of \$500 or more of products accompanied by a request for a refund within a calendar year, by an Affiliate, may constitute grounds for involuntary termination.

With international orders, it is highly recommended to double-check the personal information (name, address, phone number, and email) before submitting the order, as once the shipment is in the care of the US post office or shipping carriers, it is out of our hands and it is impossible to make changes, and we are not responsible for missed deliveries, lost, or returned packages. The Shopper or Affiliate acknowledge

responsibility of and agree to abide by your country's import laws and restrictions and agree to assume total responsibility for confiscated lost delayed or destroyed shipments due to import restrictions, confiscations delayed inspections, etc. We request that if in doubt, you contact your customs office and ask about import regulations and restrictions before placing your order.

Any commissions and bonuses paid on the sale of returned product will be reclaimed from the Sponsor.

## 7. Presenting the Income Opportunity:

You agree when presenting the RBC Life Income Opportunity to present it in its entirety as outlined in official RBC Life materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on group 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 RBC Life.

## 8. Selling Product:

You agree to make no representations or medical claims about any products or services beyond those shown on product labels and/or in official RBC Life literature. In particular, no Affiliate may make any claim that RBC Life products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. You further agree to sell products available through RBC Life only in authorized countries and its territories.

## 9. 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 RBC Life, 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 RBC Life business including, without limitation, Affiliate lists, sponsorship trees, and all RBC Life Affiliate information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of RBC Life, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your Agreement with RBC Life, RBC Life you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports,

manufacturing and product developments, and Affiliate sales, earnings and other financial reports to facilitate your RBC Life business.

## 11. Non-Solicitation Agreement:

In accordance with the Policies and Procedures, you agree that during the period while you are an Affiliate, 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 RBC Life Affiliate to compete with the business of RBC Life.

## 12. No Violation of Previous Agreement:

You agree that you are not currently in material breach of, and will not during the term of this Agreement be in material breach of, any other contract, obligation, or covenant that would affect your ability to perform hereunder, and as a result of entering into this Agreement, will not materially breach any contract, obligation, or covenant (such as a covenant not to compete located in a prior agreement).

## 13. Images / Recordings / Consents:

You agree to permit RBC Life 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 RBC Life for any Lawful Purpose and Without Compensation.

## 14. Modification of Terms:

With the exception of the dispute resolution section in Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in the Policies and Procedures.

## 15. Jurisdiction and Governing Law:

The formation, construction, interpretation, and enforceability of your Agreement with RBC Life as set forth in this Affiliate Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of New York without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against RBC Life with jurisdiction and venue as provided by Louisiana law.

## 16. Dispute Resolution:

All disputes and claims relating to RBC Life, its products, and services, the rights and obligations of an Affiliate and RBC Life, or any other claims or causes of action relating to the performance of either an Affiliate or RBC Life under the Agreement or the RBC Life Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Rochester, New York, or such other location as RBC Life 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 RBC Life, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become an Affiliate 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 RBC Life 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.

#### 17. Time Limitation:

If an Affiliate wishes to bring an action against RBC Life 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. Affiliate waives all claims that any other statutes of limitations apply.

#### 18. 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 RBC Life and supersedes any prior agreements, understandings, and obligations between you and RBC Life concerning the subject matter of your Agreement with RBC Life.

## 19. 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.