

CONSULTANT AGREEMENT

07-14-2017

1. **Authorization and Contract;**

By executing the Heart & Body Naturals Consultant Agreement ("Agreement"), you apply for legal authorization to become a Heart & Body Naturals Consultant and enter into contract with Heart & Body Naturals, LLC, hereinafter "HBN." You acknowledge that prior to signing you have received, read, and understood the HBN Income Disclosure Statement; that you have read and understood the HBN Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on HBNaturals.com; and that you have read and agree to all terms set forth in this Agreement. HBN 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 former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of your former downline organization.

3. **HBN reserves the right to terminate all Consultant 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 and/or services via direct selling channels.

4. **Consultants may cancel this Agreement at any time, and for any reason, upon written notice to HBN at its principal business address.**

5. **Independent Contractor Status;**

You agree this authorization does not make you an employee, agent, or legal representative of HBN or your sponsoring Consultant. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through HBN 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 a Heart & Body Naturals 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 Customer/Consultant returning the product. Any commissions and bonuses paid on the sale of returned product will be reclaimed from the Consultant(s).

A. All returns, whether by a Customer, or Consultant, must be made as follows:



- I. Obtain Return Merchandise Authorization ("RMA") from Heart & Body Naturals by submitting a return ticket request at <http://hbnaturals.helponclick.com/>.
 - II. Ship items to the address provided by Heart & Body Naturals Customer Service when you are given the RMA in your ticket response;
 - III. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA;
 - IV. All returns must be shipped to Heart & Body Naturals pre-paid, as Heart & Body Naturals does not accept shipping collect packages. If returned product is not received at Heart & Body Naturals Distribution Center, it is the responsibility of the Customer or Consultant to trace the shipment before product credit will be applied.
- B. The return of \$500 or more of products accompanied by a request for a refund within a calendar year, by a Consultant, may constitute grounds for involuntary termination.
- C. 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, 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.
- D. The Customer or Consultant, 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.
- E. Any commissions and bonuses paid on the sale of returned product will be reclaimed from the upline/Sponsor.

7. Presenting the Income Opportunity;

You agree when presenting the HBN Income Opportunity to present it in its entirety as outlined in official HBN materials, emphasizing that 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 HBN.

You agree to instruct all prospective Consultants to review the HBN Income Disclosure Statement.

8. Selling Product;

You agree to make no representations or claims about any products beyond those shown on product labels and/or in official HBN literature. In particular, no Consultant may make any claim that HBN 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 HBN only in authorized territories.

9. HBN's 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 HBN, 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 HBN business including, without



limitation, Consultant lists, sponsorship trees, and all HBN Consultants information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of HBN, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with HBN, HBN 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, and Consultant sales, earnings and other financial reports to facilitate your HBN business.

10. Non-Competition Agreement;

In accordance with the Policies and Procedures, you agree that during the period while you are a Consultant, and for six (6) months following resignation, non-renewal, or termination of your business, you will not compete with HBN. This covenant shall survive the expiration or termination of your authorization and contract with HBN.

11. Non-Solicitation Agreement;

In accordance with the Policies and Procedures, you agree that during the period while you are a Consultant, 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 HBN Consultant to compete with the business of HBN.

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 HBN 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 HBN 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 Rule 1 in the Policies and Procedures.

15. Jurisdiction and Governing Law;

The formation, construction, interpretation, and enforceability of your contract with HNB as set forth in this Consultant Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Ohio without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Heart & Body Naturals, LLC with jurisdiction and venue as provided by Louisiana law.

16. Dispute Resolution;

All disputes and claims relating to HBN, its products and services, the rights and obligations of a Consultant and HBN, or any other claims or causes of action relating to the performance of either a Consultant or HBN under the Agreement or the HBN Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Morrow, Ohio, or such other location as HBN 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 HBN, 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 HBN 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 a Consultant wishes to bring an action against HBN 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. Consultant 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 HBN and supersedes any prior agreements, understandings, and obligations between you and HBN concerning the subject matter of your contract with HBN.

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.