

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 business owner and enter into contract with Financial Halo, LLC, hereinafter “Financial Halo.” You acknowledge that prior to signing you have received, read and understood the Financial Halo Income Disclosure Statement, that you have read and understood the Financial Halo Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on www.financialhalo.com, and that you have read and agree to all terms set forth in this Agreement. Financial Halo reserves the right to reject any application for any reason within 30 days of receipt.

Financial Halo, LLC has entered into agreements with providers of the services and products for its customers. These providers are authorized by Financial Halo to contact directly and enroll any Financial Halo client who may wish their services. Financial Halo encourages its clients to do their full diligence prior to engaging the services of its provider companies. Any relationship that you may form with any of the providers is exclusively between you, the consumer, and that provider. We do not warrant 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. Financial Halo, LLC reserves the right, at its discretion, to change, modify, add or remove any service program or provider at any time in order to improve the services or compensation plan offered.

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 Financial Halo business, or if it 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 Financial Halo services nor shall you be eligible to receive royalties, bonuses, or other income resulting from 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. Financial Halo 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 Financial Halo at its principal business address. Financial Halo may also take actions short of termination of the Agreement, if the Financial Halo 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 Financial Halo or your Sponsoring Associate. As a self-employed independent contractor, you will be operating your own independent business, buying and selling services available through Financial Halo 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. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Presenting the Plan. You agree when presenting the Financial Halo Compensation Plan to present it in its entirety as outlined in official Financial Halo materials, emphasizing that sales to customers 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 Financial Halo. You agree to instruct all prospective Associates to review the Financial Halo Income Disclosure Statement.

5. Selling the Services. You agree to make no representations or claims about any services beyond those shown in official Financial Halo literature. You further agree to sell services available through Financial Halo only in authorized territories.

6. Financial Halo'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 Financial Halo, 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 Financial Halo business including, without limitation, Associate lists, sponsorship trees, and all Financial Halo Associate information generated there from, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Financial Halo, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Financial Halo, Financial Halo 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 Financial Halo 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 one 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 Financial Halo Associate to compete with the business of Financial Halo.

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

9. Modification of Terms. With the exception of the Dispute Resolution sections, 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 Financial Halo 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 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 copy. A faxed copy of the Agreement shall be treated as an original in all respects.

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

15. Montana residents: A Montana resident may cancel his or her Associate Agreement within 15 days from the date of enrollment.

16. Notice of Right to Cancel. You may request a refund on your enrollment fee if it's done within fourteen (14) business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within SEVEN BUSINESS DAYS following receipt by the seller of your cancellation notice. To cancel this transaction, mail or deliver written notice, to Financial Halo, LLC, 991 Governor Drive, Suite 101, El Dorado Hills, CA 95762 not later than midnight of the fourteenth business day following the date of this Agreement. Send email to cancel@financialhalo.com.

17. Refund Policy. Financial Halo offers a 14-day refund policy on all initial transactions made directly with the company, which includes the enrollment fee and the website maintenance fee. After this period, all subsequent transactions are non-refundable. This refund policy does not pertain to the individual products and services provided by our partners.

With respect to the individual products sold by Financial Halo partners, refunds are handled on a per-vendor basis. In the interest of ensuring our Associates all have positive experiences with our company, Financial Halo has negotiated with each of our partners and required that they offer a minimum of a 30-day refund policy on all services sold.

It is Financial 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. Because each customer has a 30 day period in which they may request a refund, if a commission is paid prior to the 30 day period, Financial 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, Financial Halo pays the commission after the customer refund period has ended.

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

18. 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 back office fee. If you are dissatisfied for any reason, your monthly website license 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 BACK OFFICE ACCESS, PURCHASER IRREVOCABLY AGREES TO NOT INITIATE A CHARGEBACK AGAINST FINANCIAL 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. 100% of Clients enrollment purchase price 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 back office access fee, a subscription cancellation request must be provided (E-mailed) no fewer than 15 days prior to the requested cancellation date to: cancel@financialhalo.com.

If Associate inappropriately breaches this agreement and initiates a chargeback with Associate's credit card provider after agreeing to Financial Halo's 'TERMS OF ENROLLMENT AND WEBSITE USE' Policy electronically by physically moving 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 Financial Halo's demand for payment will result in Financial 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.

19. Relationship with Service Providers. As an authorized reseller of several products offered by various vendors, Financial Halo lacks the controls necessary to offer any sort of refund on these items. Refunds are handled on a per-vendor basis. However, in the interest of ensuring our Associates all have positive experiences with our company, Financial Halo has negotiated with each of our partners and required that they offer a minimum of a 30-day refund policy on all services sold. The details of these various refund policies are found in our Policies and Procedures.

20. 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.

21. Active Status - Website Back Office Requirement. In order to be in "Active" status and qualified to receive commissions, Associates must have an upgraded website and back office functionality by subscribing to the monthly website fee. This provides access to the website back office for commission reporting, customer and Associate enrollment status, group volume activity, genealogy, rank status, bonus history, Resource Library, corporate communications and other essential information. Back office access is required to be an informed participant in one's Financial Halo business. An Associate without a back office is at a severe 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. If an Associate's status is Active and becomes Inactive, a downline roll-up to the next Active Associate will occur thirty (30) days after Inactive status commences. The Associate will remain in Inactive status until meeting all Active requirements. Any roll-up of downline due to Inactive status may not be recovered if Associate becomes Active at a later date. Any previously existing downline volume will not accumulate, go toward earning commissions or be counted for rank advancement. 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 the preceding paragraph.

22. Commission Qualification Requirement - MedXPrime. In order to receive commission and over-ride payments with the MedXPrime program each Associate must complete the MedXPrime certification process which includes being appointed as a Referring Representative or Certified Representative, completing the compliance program as well as the preliminary training and executing a Financial Halo-MedXPrime sales representative agreement. This commission qualification requirement also emphasizes the basis for receiving commission over-rides by providing support and training to those in one's group. It is important that the commission over-ride 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 over-rides are received. To receive any MedXPrime compensation, an Associate must be both 'Active' by being current on the monthly recurring website fee, 'Qualified' by being certified as a MedXPrime Referring Representative or Certified Representative and contracted with Financial Halo-MedXPrime as a sales representative.