

Independent Resonance Distributor Application and Agreement Terms and Conditions

As used throughout these terms and conditions, "Agreement" collectively refers to the Resonance (Independent) Distribution Partner Application and Agreement, which hereby incorporates by reference the Policies and Terms, Compensation Plan, and any other document incorporated by reference in the aforesaid. These documents, in their current form, and as may be amended by Resonance at its sole discretion, constitute the entire contract between Resonance and the be binding on the parties unless in writing and signed by an authorized officer of Resonance.

The (independent) Distribution Partner and Resonance Research LLC ("the Company" or "Resonance") hereby agree to the following terms and conditions.

***Distribution Partner** as the meaning ascribed to it in the Policies and Terms.

****GoResonance** is the trading name of Resonance Research LLC.

1. I certify that I am at least 18 years old (or of contractual age) and that all information I have provided on this Application is accurate. Under its right of contract, Resonance maintains the right to decline my application if I provide false or inaccurate information.

2. I understand that I am required to purchase any product in exchange for the right to distribute Resonance products pursuant to this Agreement.

3. I understand that Resonance does not accept initial applications from business entities.

4. I understand that as an Resonance Distribution Partner: a) I am granted the nonexclusive right to offer for sale Resonance products and services in accordance with the Agreement, b) I have the right to enroll persons in Resonance, c) If qualified, I have the right to earn commissions pursuant to the Resonance Compensation Plan.

5. I agree to abide by the Resonance Code of Conduct as detailed in the Resonance Policies and Terms.

6. I agree to present the Resonance Compensation Plan and Resonance products and services as set forth in literature that is officially produced by Resonance.

7. I agree that as an Resonance Distribution Partner I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Resonance. I understand and agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF RESONANCE FOR ANY PURPOSE. Resonance is not responsible for tax withholding, and reserves the right to refuse to withhold or deduct from my bonuses and commissions, if any, taxes of any kind, even if requested or agreed to by me in order to comply with any governmental order of backup withholding. I understand I am responsible to pay all applicable federal and provincial taxes and/or license fees that may become due as a result of my activities as an independent Distribution Partner.

8. If eligible, I will be compensated for the sale of products and those products sold through my sales organization. Resonance never compensates for the mere act of sponsoring. The sale of products to end consumers must be emphasized in all presentations.

9. I understand that Resonance's program is built upon retail sales to the ultimate consumer. Resonance only pays compensation for the sale of products.

10. I have carefully read and agree to comply with the Agreement. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Resonance. I understand that these Terms and Conditions, the Resonance Policies and Terms, or the Resonance Compensation Plan may be amended at the sole discretion of Resonance, and by submitting this application I agree to abide by all such amendments. Amendments shall be binding immediately after notification is released through email or through publication on the Resonance website. The continuation of my Resonance business or my acceptance of bonuses or commissions shall constitute my The term of

this Agreement is one year (subject to prior cancellation for inactivity acceptance of any and all amendments pursuant to the Policies & Terms).

11. If I fail to annually renew my Resonance Distribution Partner Application, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a Distribution Partner. I shall not be eligible to sell Resonance products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Resonance reserves the right to terminate any independent Distribution Partner Agreement upon 30 days notice.

12. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Resonance. Any attempt to transfer or assign the Agreement without the express written consent of Resonance renders the Agreement voidable at the option of Resonance and may result in termination of my business.

13. I understand that if I fail to comply with the terms of the Agreement, Resonance may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Terms. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

14. I represent and warrant that my participation as an Resonance Distribution Partner does not breach, violate, or otherwise interfere with any current agreements, past agreements, or surviving clauses of previous agreements, into which I have entered with any other multi-level marketing, direct sales, or other business venture.

15. I understand that my participation as an Resonance Distribution Partner does not restrict my participation in another multi-level marketing or direct sales opportunity.

16. I understand and agree that if I elect to participate in another non-competing multi-level marketing or direct sales opportunity, I will maintain separate organizations, independent of one-another, for each such non-competing opportunity.

17. Resonance, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Agents"), shall not be liable for, and I release Resonance and its Agents from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Resonance and its Agents from all liability arising from or relating to the promotion or operation of my Resonance business and any activities related to it (e.g., the presentation of Resonance products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Resonance for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

18. The Agreement, in its current form and as amended by Resonance at its discretion, constitutes the entire contract between Resonance and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

19. Any waiver by Resonance of any breach of the Agreement must be in writing and signed by an authorized officer of Resonance. Waiver by Resonance of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

20. 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.

21. "This Agreement will be governed by and construed in accordance with the laws of USA. Any claim, dispute or other difference shall be exclusively resolved under provisions of the arbitration legislation for the time being in force in California, as more fully described in the Policies and Terms."

22. The parties consent to the non-exclusive jurisdiction of the High Court of California, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

23. If an independent Distribution Partner wishes to bring an action against Resonance 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. Failure to bring such action within such time

shall bar all claims against Resonance for such act or omission. Distribution Partner waives all claims that any other statute of limitations applies.

24. 1- I expressly agree to the collection, collation, processing, disclosure, retention and/or use of personal information (as defined in Protection of Personal Information) by the Company for purposes of appointing me as a Distribution Partner of the Company and maintaining my distributorship which includes, without limitation, information contained in the Application, all calls between myself and employees of the Company which are recorded and to which recording I herewith expressly consent. 2- The nominated address of the Company is set out at the beginning of the Application. 3- The Data is required in order to enable the Company to activate and effectively manage my distributorship and as such is mandatory. 4- I acknowledge that my consent so provided is given freely and voluntarily and I am under no obligation to provide this consent should I choose not to do so. However, a failure to provide such consent shall result in me not being eligible to be a Distribution Partner of the Company.

5- I acknowledge that I am entitled to, at any time, to request information about the Data collected by the Company and may further request that the Data be corrected, deleted or blocked by the Company, in accordance with provisions of the Act. 6- I acknowledge that I may object to the processing and use of the Data for marketing and market research purposes at any time. 7- Where I suspect any interference with the protection of the Data, I further understand that I may submit a complaint to the Information Regulator as contemplated in the Act. 8- I expressly agree that the Company may transfer the Data, whether in electronic form or any other form, to a service provider which may be situated in a jurisdiction that does not have the same level of protection in respect of the processing of personal information, as is provided for in the Act. 9- I understand that I may withdraw my consent by providing the Company with 30 (thirty) days written notice but that such withdrawal, shall result in a cancellation of my distributorship with the Company and, upon cancellation, I shall no longer be a Distribution Partner of the Company.

10- I hereby indemnify and holds harmless the Company, its affiliates and its respective directors, officers and employees, (collectively, the "Indemnified Parties") from and against any and all claims, actions, liabilities, damages, costs and expenses asserted against, imposed upon or incurred by the Indemnified Parties as a result of or arising out of any contravention of Policies and Terms (including, without limitation, as a result of or arising out of any harm as defined therein). I authorize resonance to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

25. I understand that I cannot, under any circumstances, incur any debt, expense, or obligation on behalf of, or for, the Company.

26. The Company reserves the right to accept or reject any applicant and is under no obligation to offer any reason for rejection. The Company is under no obligation to notify an applicant of an incomplete or faulty application.

27. An online copy of this Agreement shall be treated as an original in all respects.

28. I understand that I am entitled to cancel participation in the marketing program at any time and for any reason upon written notice to Resonance. Following the notification of cancellation or termination, the Company will buy back a resigning Distribution Partner unused and currently marketable inventory and sales aids purchased from the Company within thirty (30) days prior to the date of cancellation, less any shipping and handling, and other appropriate setoffs and legal claims as set forth in the Distribution Partner Repurchases (Buy Back) provisions of the Resonance Policies and Terms.