



# Affiliate Agreement

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## **Affiliate Agreement Authorization**

By completing and signing the NeloLife Affiliate Agreement ("Agreement"), you are seeking official authorization to become a business owner under NeloLife and to form a contractual relationship with NeloLife, LLC, referred to herein as "NeloLife." You confirm that before signing, you have been provided with, have reviewed, and fully understand the NeloLife Income Disclosure Statement. Furthermore, you acknowledge having read and comprehended the NeloLife Policies and Procedures, which are an integral part of this Agreement as if fully set forth herein, available on NeloLife.com. You also agree to abide by all the terms contained within this Agreement. NeloLife retains the discretion to decline any application for any reason within thirty (30) days of its submission.

## **Agreement Duration, Renewal, and Cancellation**

This Agreement is valid for one year and may be earlier terminated or subject to disqualification as outlined in the NeloLife Policies and Procedures. Failure to renew your NeloLife business annually, or if it is terminated or cancelled for any reason, means you will forfeit all Affiliate privileges.

This includes the loss of eligibility to sell NeloLife products and services, and to receive any future earnings, bonuses, or other income from the sales activities of your previous downline sales organization. In case of termination, cancellation, or non-renewal, you relinquish all rights, including any property rights, rights to your previous downline organization, and any earnings, commissions, or other compensation derived from the activities of your prior downline organization.

NeloLife reserves the right to terminate any Affiliate Agreements with thirty (30) days' notice should the Company decide to (1) cease operations, (2) dissolve as a business entity, or (3) stop distributing its products and/or services through direct selling. An Affiliate can end this Agreement at any time, for any reason, by sending a written notice to NeloLife's main business address. NeloLife can terminate this Agreement for any reason with thirty (30) days' written notice to the Affiliate. Additionally, NeloLife may implement measures other than termination if an Affiliate violates any terms of the Agreement.

## **Status as an Independent Contractor**

By accepting this authorization, you acknowledge that it does not establish you as an employee, agent, or legal representative of NeloLife or any sponsoring Affiliate. In your role as a self-employed independent contractor, you'll be spearheading your own business venture, purchasing, and selling products offered by NeloLife independently. You possess the freedom to decide how many hours you dedicate to your business endeavors and are solely responsible for setting your work schedule.

You will be issued an IRS Form 1099-MISC to reflect the income you've earned over the calendar year. By agreeing to these terms, you consent to receive the 1099-MISC form electronically. It is your responsibility to report this income on your personal tax returns.

### **Guidelines for Presenting the Compensation Plan**

You are required to present the NeloLife Compensation Plan accurately and completely, using only the official materials provided by NeloLife, ensuring you highlight the necessity of sales to end consumers to qualify for compensation, including bonuses on downline volume. When introducing the plan to potential Affiliates, only use literature, materials, or aids officially approved by NeloLife and direct prospects to review the NeloLife Income Disclosure Statement.

### **Conduct in Selling Subscriptions, Services, and Products**

You are to represent NeloLife products truthfully, basing your claims solely on information provided on product labels and/or official NeloLife literature. You must not claim that NeloLife products can cure, treat, diagnose, mitigate, or prevent any diseases, as such claims could be construed as medical or drug claims. Agree to sell NeloLife products exclusively in territories authorized by NeloLife.

### **Respect for NELOLIFE's Proprietary Information and Trade Secrets**

You acknowledge that the Line of Sponsorship (LOS) information and all related data constitute the proprietary and confidential trade secrets of NeloLife. During your agreement term, NeloLife grants you a limited, non-exclusive, non-transferable, and revocable right to use this proprietary information solely to support your NeloLife business. This includes LOS information, business reports, product developments, and financial reports.

### **Non-Competition Agreements**

In line with NeloLife's Policies and Procedures, you agree not to engage in competition with NeloLife during your tenure as an Affiliate and for six months after your resignation, non-renewal, or termination. This commitment to avoid competition remains effective beyond the termination or expiry of your agreement with NeloLife.

### **Non-Solicitation Agreements**

In alignment with the established Policies and Procedures, you commit that during your tenure as an Affiliate, and for one year after your resignation, non-renewal, or the termination of your affiliation, you will not engage in or initiate the solicitation, recruitment, or encouragement of any NeloLife Affiliate to participate in competition against NeloLife.

### **Adherence to Existing Agreements**

You affirm that you are not, and will not be, in violation of any existing agreements, obligations, or commitments that could impair your capacity to fulfill your role under this Agreement. By entering into this Agreement, you also confirm that such action does not cause you to breach any existing contract, obligation, or covenant, including non-compete clauses from prior agreements.

### **Consent for Use of Images and Recordings**

You consent to NeloLife's acquisition and use of photographs, videos, and other forms of recorded media featuring your image or likeness. You agree that NeloLife has the right to utilize such media for any legitimate purpose, without the necessity for further approval from you or entitlement to compensation.

### **Amendment of Agreement Terms**

Except for the dispute resolution procedures outlined in the Policies and Procedures, which require mutual consent for modifications, the terms of this Agreement may be altered according to Rule 1 of the Policies and Procedures.

### **Jurisdiction and Applicable Law**

The formation, interpretation, and enforcement of your contract with NeloLife, as detailed in this Affiliate Agreement and any related documents, are governed exclusively by the laws of the State of Louisiana, without regard to its conflict of law principles.

### **Dispute Resolution Mechanism**

All disputes, claims, or controversies between an Affiliate and NeloLife, concerning NeloLife's products and services, the mutual rights and obligations, or any other performance issues under the Agreement or NeloLife's Policies and Procedures, shall be fully and finally resolved by arbitration in Monroe, Louisiana, or another location specified by NeloLife. This will be in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Parties are granted discovery rights as allowed under the Federal Rules of Civil Procedure. You also agree to refrain from initiating or participating in any class action lawsuit against NeloLife, and waive any rights to join as a class member in any court or arbitration process. This arbitration agreement will remain in effect even after the Agreement's termination or expiration. Additionally, NeloLife retains the right to seek and obtain equitable relief from a court of competent jurisdiction to protect its interests at any time.

### **Action Time Limit**

Should an Affiliate decide to initiate legal action against NeloLife for any reason related to or stemming from the Agreement, such legal action must be filed within one (1) year from the occurrence of the alleged action prompting the lawsuit. The Affiliate relinquishes any claims to alternative statutes of limitations.

### **General Provisions**

Should any part of this Agreement be determined invalid or unenforceable, it will be modified to the minimum extent necessary to ensure enforceability, and the remainder of the Agreement shall continue in full effect. This Agreement can be executed in multiple parts, each considered an original, but collectively representing a single document. This Agreement and all incorporated documents represent the entire understanding between you and NeloLife, superseding all prior agreements and understandings regarding the subject matter of your contract with NeloLife.

**Cancellation and Refund Policy**

You are entitled to a refund of your enrollment fee if the request is made within seven (7) business days from your enrollment date. Should you decide to cancel, any paid enrollment fees will be refunded within TEN (10) BUSINESS DAYS after NeloLife receives your cancellation notice. To cancel this agreement, you must contact Affiliate Support via phone at 1-855-NeloLife or email at support@NeloLife.com by no later than midnight of the seventh business day after signing this Agreement.

*The site reserves the authority to modify these terms at its sole discretion. It is advisable to review these provisions periodically to ensure ongoing compliance with the current version.*