

## **Limbic Arc – Affiliate Agreement**

This Agreement consists of four sections: (A) Affiliate Agreement, (B) Software as a Service (SaaS) Agreement, (C) Mandatory and Binding Arbitration Agreement, and (D) Miscellaneous Provisions—jointly constituting the “Agreement”. The Limbic Arc Policies and Procedures and Compensation Plan are also incorporated into and are a part of this Agreement. All capitalized terms used herein are used as defined in the Limbic Arc Policies and Procedures.

This Agreement is entered into as of the date written below by Limbic Arc LLC and me (“Independent Affiliate”).

### **A. AFFILIATE AGREEMENT**

The Affiliate Agreement is between Limbic Arc, LLC, 1172 W 700 N, Suite 300, Lindon, UT 84042 and me.

#### **1. Right to Market Software Subscriptions and Sponsor in the United States**

Subject to the terms and conditions of the Affiliate Agreement, Company grants to me (a) the right to be an Affiliate and market Software Subscriptions in the United States through person-to-person sales, and (b) sponsor new Affiliates in the United States.

#### **2. Software as a Service Agreement**

Company will offer to me, as an independent contractor, Software Subscriptions for wholesale purchase in the United States. I have the right to purchase Software Subscriptions at the price stated by Company and agree that Company may change Company Software Subscription prices without prior notice pursuant to the Software as a Service Agreement herein.

#### **3. Independent Contractor**

I acknowledge and agree that as an Affiliate, I am an independent contractor of Company.

As an independent contractor, I will:

- be self-employed, and determine in my sole discretion, when I work and the number of hours I work; be paid Bonuses based on sales and not the number of hours that I work
- be subject to entrepreneurial risk and responsible for all losses that I incur as an affiliate;
- if required, obtain a federal employment identification number;
- pay my own business or other applicable license fees and any insurance premiums;
- be responsible for all costs of my business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, and general expenses, without advances, reimbursement, or guarantee from Company;
- not be treated as an employee for federal or state tax purposes and expect to receive a Federal Internal Revenue Service form 1099 reflecting Bonuses that the Company has paid to me.; and
- pay any self-employment taxes required by federal, state, and local laws, statutes, and regulations.

I am not an employee, agent, or legal representative of Company, and except as permitted by the Contract, I am not authorized to act on behalf of Company. This includes, but is not limited to, any attempt to:

- register or reserve Company names, trademarks, or trade names;
- register URLs using the Company names, trademarks or trade names;
- register or secure approval for business practices;
- use the Company's name in any email account; or
- establish business or governmental contacts of any kind on the Company's behalf.

Nothing in the Contract is intended or will be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between Company and me.

I agree that I will not identify the Company as your employer on loan applications, government forms, employment verification requests, applications for unemployment compensation or any other form or document.

#### **4. Marketing of Company Software**

- (a) I will promote the retail sale of Software Subscriptions in accordance with the terms and conditions of the Contract and as set forth in the Policies and Procedures, incorporated herein.
- (b) I agree not to make any claims about Software Subscriptions and the Compensation Plan unless they are in official Company literature. Company will pay me for the sale of Software Subscriptions less cancellation refunds as set forth in the Compensation Plan. I understand and agree that, in order to be eligible to receive payments, I must meet all requirements outlined in the Compensation Plan and not be in violation of the terms of the Contract.
- (c) I will not purchase Software Subscriptions solely for the purpose of qualifying for Bonuses.
- (d) I agree to encourage, supervise and assist my Downline Organization's efforts to sell Software Subscriptions to retail customers.

## 5. Cancellation Refunds

Company policy will be to issue no refunds for any subscription that is active during any monthly billing cycle. Notwithstanding the foregoing, the Company may choose, in its sole and absolute discretion, to issue a refund to any purchaser of any Company Subscription, less applicable Bonuses paid.

## 6. International Operations

- (a) United States Operations Only. This Agreement does not grant me the right to market the Company or its products and/or services in other countries outside of the United States.
- (b) Laws of Authorized Countries. I acknowledge that each country has specific laws and requirements applicable to me as a sponsor of Affiliates, and I agree to comply with all laws, statutes and regulations of that Authorized Country, including but not limited to, all immigration, visa, and registration requirements.
- (c) Operations in Countries other than the United States. I agree that I may purchase Software Subscriptions and services in the United States only, and that prior to business operations in other countries, at Company's request, I will enter into a separate Software as a Service Agreement applicable to that country. I further agree that (i) I may only purchase Software Subscription and services in countries other than the United States

for personal use or to demonstrate to potential new affiliates, and that I will not resell them, (ii) I have not, and will not, either directly or indirectly, sell or distribute any Software Subscriptions in other countries, and (iii) I will comply with all applicable laws regarding the sale and purchase of Software Subscriptions in each country in which I operate.

## **B. SOFTWARE AS A SERVICE AGREEMENT**

### **1. SAAS SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services as defined below. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard best business practices.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company’s standard published policies then in effect (the “Policies & Procedures”) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

### 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the

Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (c) data, including personal data, provided by the Customer and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Customer grants to Company all rights and license, as needed, to fully commercialize all data, including Customer Data.

#### 4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If

Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email) . If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

## 5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Company Subscription is for a term of 30 days and shall be automatically renewed for additional periods of the same duration.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency

maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## D. MANDATORY AND BINDING ARBITRATION AGREEMENT

1. WHAT IS MANDATORY ARBITRATION. In order to expedite the resolution of all Disputes, the Company has instituted a mandatory arbitration procedure. Arbitration is the referral of a



Dispute to an impartial third party selected by you, the Company and any other Affiliates involved in the Dispute.

An arbitrator acts as a judge, listens to the parties' evidence, and renders a binding decision. The arbitrator's decision is a judgment that is enforceable in a court of law. The object of arbitration is the final disposition of differences of the parties in a faster, less expensive, and perhaps less formal manner than is available in ordinary court proceedings.

2. ARBITRATION IS MANDATORY AND BINDING AS TO ALL DISPUTES YOU AND THE COMPANY AGREE THAT MANDATORY AND BINDING ARBITRATION IS THE SOLE MEANS TO RESOLVE ANY AND ALL DISPUTES. YOU WAIVE ALL RIGHTS TO JURY OR COURT TRIALS TO RESOLVE A DISPUTE. THE ARBITRATION IS FINAL AND THE DECISION CANNOT BE APPEALED. UTAH WILL BE THE EXCLUSIVE VENUE FOR ARBITRATION OF ALL DISPUTES.

3. DEFINITION OF A DISPUTE.: A "Dispute" means ANY AND ALL PAST, PRESENT OR FUTURE CLAIMS, DISPUTES, CAUSES OF ACTION OR COMPLAINTS, WHETHER BASED IN CONTRACT, TORT, STATUTE, LAW, PRODUCT LIABILITY, EQUITY, OR ANY OTHER CAUSE OF ACTION, (I) ARISING UNDER OR RELATED TO THIS CONTRACT, (II) BETWEEN YOU AND OTHER AFFILIATES ARISING OUT OF OR RELATED TO AN AFFILIATE BUSINESS, OR YOUR BUSINESS RELATIONSHIPS AS INDEPENDENT CONTRACTORS OF THE COMPANY, (III) BETWEEN YOU AND THE COMPANY, (IV) RELATED TO THE COMPANY OR ITS PAST OR PRESENT AFFILIATED ENTITIES, THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, INVESTORS, OR VENDORS, (V) RELATED TO THE COMPANY'S SOFTWARE, (VI) REGARDING THE COMPANY'S RESOLUTION OF ANY OTHER MATTER THAT IMPACTS YOUR AFFILIATE BUSINESS, OR THAT ARISES OUT OF OR IS RELATED TO THE COMPANY'S BUSINESS, INCLUDING YOUR DISAGREEMENT WITH THE COMPANY'S DISCIPLINARY ACTIONS OR INTERPRETATION OF THE CONTRACT.

4. MEDIATION. Mediation is a process whereby a neutral third-party attempts to resolve a Dispute between contending parties. The object of the mediator is to increase the parties' mutual understanding of the Dispute and persuade them to adjust their positions towards each other and hopefully reconcile the Dispute. If all the parties that participated in the DCRC proceeding agree to mediation, then the Company will facilitate a mediation that will be held either at the Company or in Utah at the offices of the Company's outside counsel. The

mediation will be conducted in the English language. All fees and costs of the mediation will be borne equally by the parties in the mediation. If not all the parties agree to the mediation, then the Dispute will be submitted to arbitration as provided in this Chapter 7.

**5 REQUEST FOR ARBITRATION.** For easy reference, all parties that participated in the ACAC proceeding, and that will participate in the arbitration, including the Company, may be referred to as “Participants” in this Chapter 7. Within 60 days from the date of the ACAC’ decision, any Participant, who is not satisfied with the DCRC’ decision, will notify, in writing, all the other Participants in the ACAC proceeding that the Participant requests that the Dispute be referred to arbitration before a neutral third party arbitrator (“Petition for Arbitration”). Failure to submit a timely Petition for Arbitration will constitute acceptance of the ACAC decision and the Participant agrees to abide by the terms of the decision. Within a reasonable time after receipt of the Petition for Arbitration, the Company, through its outside counsel, will contact all the Participants regarding an arbitration date and provide a list of potential arbitrators.

## 6. ARBITRATION PROCEDURE

**6.1 RULES OF ARBITRATION; LOCATION.** The arbitration will be conducted by a professional arbitrator that has been agreed to by the Participants. The arbitration will be conducted in accordance with the Utah Uniform Arbitration Act. The arbitration will be held in Utah in the offices of Company or Company’s outside counsel.

**6.2 DISCOVERY.** The arbitrator will have the discretion to order a pre-arbitration exchange of information by the Participants, including but not limited to, production of requested documents, exchange of summaries of testimony of proposed witnesses, and the depositions of witnesses and the Participants. Additionally, subject to the approval of the selected arbitrator, the Participants may submit a pre-arbitration brief outlining the legal causes of action and factual background.

**6.3 DATE OF ARBITRATION.** Unless all the Participants agree to extend the date of the arbitration, the arbitration will take place no later than six months after the date of the Petition for Arbitration.

6.4 LANGUAGE. The arbitration will be conducted in the English language, but at the request and expense of the requesting Participant, documents and testimonies will be translated into the requesting Participant's preferred language.

6.5 NO CLASS ACTIONS. No Dispute will be adjudicated, in arbitration or any other judicial proceeding, as a class action.

6.6 PERMITTED ATTENDEES. Each Participant in the arbitration is limited to the attendance of the Participant, those individuals appearing on the Participant's Affiliate Agreement, and no more than two attorneys per Participant.

6.7 FEES AND EXPENSES OF ARBITRATOR. All fees and expenses of the arbitrator will be borne equally by the Participants in the arbitration.

#### 6.8 AWARDS

- (a) The arbitration will be final and binding. It will be a full resolution of all claims and disputes between the Participants in the arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court within the state of Utah. All upline Affiliates and Downline Organizations of the Participants will be bound by the final arbitration award.
- (b) Any award by the arbitrator will be in writing and based on the application of the strict rules of law to the facts before the arbitrator. The arbitrator is authorized to award a Participant any sums that are deemed proper for the time, expense, and trouble of arbitration including arbitration fees and attorney's fees. Punitive damages, however, will not be allowed in any Dispute. NEITHER ANY PARTICIPANT NOR THE COMPANY, NOR ANY OF THE COMPANY'S RELATED ENTITIES, OFFICERS, DIRECTORS, EMPLOYEES, INVESTORS, OR VENDORS, WILL HAVE ANY LIABILITY FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING LOSS OF FUTURE REVENUE OR INCOME, OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY RELATING TO THE BREACH OR ALLEGED BREACH OF THE CONTRACT OR FOR ANY ACT, OMISSION, OR OTHER CONDUCT ARISING OUT OF THE PARTICIPANT'S STATUS AS AN INDEPENDENT CONTRACTOR AND AFFILIATE OF THE COMPANY'S PRODUCTS OR SERVICES OR SOFTWARE.

6.9 CONFIDENTIALITY. All arbitration proceedings will be closed to the public and confidential. Except as may be required by law and the Company's use of an arbitrator's award as precedence for deciding future Disputes, neither a Participant nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all the Participants.

6.10 ENFORCEMENT OF AWARD; INJUNCTIVE RELIEF. Notwithstanding this arbitration policy, any Participant may apply to a court of competent jurisdiction in the county and state of Utah in the United States, or in any other jurisdiction as necessary (i) to enforce an arbitration award or the injunctive relief granted by an arbitrator, or (ii) to seek a temporary restraining order, preliminary injunction, or other injunctive relief before, during the pendency of, or after a decision in any arbitration proceeding. The institution of any action in a court for equitable relief, or to enforce an arbitration award or order, will not constitute a waiver of the obligation of any Participant to submit any Dispute to arbitration.

6.11 SURVIVAL. Your agreement to arbitrate will survive any termination or expiration of the Contract or any other agreements between you and the Company.

## **E. MISCELLANEOUS PROVISIONS--REPRESENTATIONS AND WARRANTIES; PERSONAL INFORMATION; ACCEPTANCE; INDEMNITY AND LIMITATION OF LIABILITY**

### **1. Representations and Warranties**

I represent and warrant that (a) I am authorized to enter this Contract and that I have met all legal requirements to enter into a valid contract in the United States; (b) when executed and delivered by me and accepted by Company as described herein, the Contract constitutes a legal, valid and binding obligation; (c) the information provided by me in the Contract is accurate and complete and if I have provided any false or misleading information authorizes Company, at its election, to declare the Contract void from its inception; (d) the social security number or federal tax identification number provided to the Company is my correct tax payer identification number for United States income tax purposes; and (e) I, if an individual, am a United States citizen or a lawful permanent resident of the United States or, if a business entity, such as a corporation, partnership, limited liability company, or any other form of business organization, formed in the United States, it is legally formed under the laws of the state in

which it was organized and that each member of the business entity has proper legal authorization to conduct business in the United States.

## 2. Authorization to Transfer Personal Information

In order for Company to provide support for my Affiliateship, I authorize Company to transfer and disclose personal and/or confidential information, which (a) I have provided to Company in connection with my Affiliateship and Downline Organization, or (b) that has been developed as a result of my activity as an Affiliate, to (i) its parent and affiliated companies, (ii) and to my Company independent upline affiliates when necessary to ensure proper upline support, and (iii) to applicable government agencies or regulatory bodies if required by law. I further authorize Company to use my personal information for affiliate recognition and marketing materials.

## 3. Acceptance of Contract by Company

The effective date of the this Agreement will be the date it is accepted by Company, which will be (i) the date that I execute the Agreement electronically via the company's Internet sign-up procedure and it is received and accepted, or (iii) the date a temporary account is set up, and in the discretion of Company, my subsequent actions indicate an ongoing intent to pursue the business. The temporary account may be terminated by Company, at its discretion, if an original hard copy of this agreement is not received and accepted by Company within thirty (30) days from the date a temporary account is set up.

## 4. Indemnity and Limitation of Liability

### (a) Indemnity

I will indemnify and hold Company, and each of their shareholders, officers, directors and employees harmless from and against any claim, demand, liability, loss, action, causes of action, costs, or expenses, including, but not limited to, reasonable attorney's fees, resulting or arising from, directly or indirectly, any acts or omissions by me in conducting my independent Company business, including without limitation, breach of representations and warranties, breach of the Contract and other agreements between the parties, making claims or giving instructions about the Company software's safety, uses or benefits which are not included in the Company's current approved literature, or any other claims or causes of action. The

Company does not indemnify Affiliates to any extent, for any reason, or under any circumstance whatsoever.

#### (b) Limitation of Liability

I agree that Company will not be liable for any special, indirect, direct, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the breach of the Contract or other agreement between the parties. I agree that the entire liability of Company for any claim whatsoever related to my relationship with Company, including but not limited to any cause of action arising in contract, tort, or equity, will be limited to the cost of Software Subscriptions that I have purchased from Company.

#### (c) Third Party Liability

In order to protect the Company, its assets, and its reputation from claims or disputes created by outside (non-Affiliate) third parties, the Company requires the following: if any Affiliate is charged with any infringement of any proprietary right of any outside third party (who is not an Affiliate) arising from any of the Company's proprietary assets, or if the Affiliate becomes the subject of any claim or suit related to that Affiliate's business-related conduct or any other action that directly or indirectly negatively affects or puts the Company, its reputation, or any of its tangible or intangible assets at risk, the affected Affiliate will immediately notify the Company. The Company may, at its own expense and upon reasonable notice, take whatever action it deems necessary (including, but not limited to, controlling any litigation or settlement discussion related thereto) to protect itself, its reputation, and its tangible and intangible property. The Affiliate will take no action related to that claim and suit, unless the Company consents, which consent will not unreasonably be withheld.

### 5. Procedures for Investigation, Discipline and Termination of Affiliate

5.1 All reports of violations must be in writing and sent to the attention of the Company's Affiliate Compliance Review Committee (DCRC) by an individual who has personal knowledge of the alleged violation. The Company may also investigate an alleged violation of which it becomes aware of through its own independent resources or internal investigations. The Company may take action on its internal investigations at any time and is not bound by the time limits set forth in herein.

5.2 TIME LIMIT FOR REPORTS OF VIOLATIONS IN ORDER TO PREVENT STALE CLAIMS FROM DISRUPTING THE BUSINESS ACTIVITIES OF AFFILIATE BUSINESSES AND THE COMPANY, THE COMPANY WILL NOT TAKE ACTION ON ANY ALLEGED VIOLATION OF THE TERMS AND CONDITIONS OF THE CONTRACT NOT SUBMITTED IN WRITING TO THE COMPANY'S DCRC, WITHIN TWO YEARS OF THE FIRST OCCURRENCE OF THE ALLEGED VIOLATION.

5.3 The Company's investigative procedures and Dispute resolution process is intended to balance your rights of privacy and the rights of other Affiliates and the rights of the Company. Therefore, until the Dispute has been submitted to arbitration, all information and evidence received by the Company will be released only to you and other Affiliates involved in the Dispute as the Company deems necessary. Before releasing any information, the Company will consider (i) the complexity of the Dispute; (ii) the duty to balance privacy rights and disclosure obligations. If the Dispute is referred to arbitration, all information and evidence will be made available in accordance with the rules and procedures for arbitration of Disputes described herein.

5.4. Your rights under the Contract depend on you meeting all of your obligations under the Contract. If the Company determines that you have breached the terms of the Contract, then based on the nature of the Dispute, the Company, in its sole discretion, may proceed as follows: (i) immediately terminate your Affiliate Business or take any other appropriate action as provided herein; (ii) proceed directly to arbitration, or (iii) process the alleged Dispute according to the following procedures: (a) Written Notice. You will receive written notice (including via email to the address you have provided) from the Company that you are or may be in violation of the Contract. (b) Responses and Company Prohibitions. You will have 10 business days from the date of the written notice during which you may present in writing all the information that you consider relevant to the alleged Dispute. You may provide information about individuals that have relevant information, together with their names and addresses, other appropriate contact information, and copies of all relevant documents. If you fail to respond to the written notice or fail to provide all relevant facts and information, the Company may take action that it deems appropriate. The Company has the right to prohibit the activities of your Affiliate Business (suspending your Software Subscription, sponsoring, receiving Bonuses, etc.) from the time the written notice is sent you until a final decision issued. (c) DCRC. The Company will review any information submitted by you within the 10-day period or by collateral sources and

any information that the Company has independently discovered. The DCRC will make a final decision regarding the Dispute and the action that the Company will take, if any, and will send you a copy of the decision of the DCRC. The Company may, at its sole option, send a copy of the decision of the DCRC to other interested parties.

**5.5 AFFILIATE COMPLIANCE APPEALS COMMITTEE (ACAC).** If the Company takes immediate action or the DCRC has issued a decision regarding the Dispute, then you will have 10 business days from the date of the written notice to submit in writing your appeal to the ACAC. Your written notice should include a description of your objection to the Company's immediate action or the DCRC decision. Within 90 days of receipt of your written notice the ACAC will review your appeal and provide written notice (i) of its final decision, (ii) that its review will require additional time, or (iii) that the matter should proceed directly to arbitration. If the ACAC has decided that the matter should proceed directly to arbitration, and you do not desire to participate in the arbitration, then you will still be bound by the decision in the arbitration. When the ACAC has made a final decision, it will send you written notice and you will have 60 days from the date of the ACAC decision to request arbitration of the ACAC decision.

**5.6** Once the Company determines that a breach of the Contract has occurred, the Company may, in its sole discretion, terminate your Contract. In addition to, or in lieu of terminating your Contract, the Company may take any other action it deems appropriate, including any or all of the following: (a) Notify you in writing of the Company's concerns and of the Company's intent to discontinue your rights under the Contract if your non-performance continues; (b) Suspend your rights under the Contract; (c) Monitor your future performance over a specified period of time; (d) Identify specific actions you must take to correct your non-performance and require you to provide the Company with a written description of what you intend to do to meet your Contractual obligations; (e) Stop performing the Company's obligations under the Contract and suspend your privileges under the Contract, including, without limitation, terminating or suspending your right to receive awards, terminating your right to be recognized at corporate events or in corporate media (publications, videos, etc.), terminating your right to participate in Company sponsored events or Affiliate sponsored events, terminating your right to use company software, terminating your right to receive promotions within the Compensation Plan, or terminating your right to participate as an Sponsor outside your country of residence; reducing your pin title and terminating your right to receive Bonuses on volumes on one or more levels of your Downline Organization; terminating your status or eligibility to be recognized and compensated under the Compensation Plan; (f) Reduce the payment of all or



any part of your Bonuses you have earned from sales made by you or all or any part of your Downline Organization; (g) Reassign all or part of your Downline Organization to a different Sponsor; (h) Recover from your Affiliate Business any damages caused by the breach; (l) Take any action that the Company deems appropriate to protect the Company and its Network; and (j) Seek injunctive relief or any other remedies available by law.

5.7 If the Company determines, in its sole discretion, that a Dispute requires immediate action, or the Company has previously notified you that it will take immediate action for violations or actions similar to those described in such notice, then the Company may take any immediate action or remedy that it deems appropriate, including termination of your Affiliate Business, or your right to receive any Bonuses. The Company will provide you with written notice of its action. You will have 10 business days to appeal the Company's action as provided in this Chapter 6.

5.8 The Company reserves the right, at its sole discretion, to exercise any remedy available to it. Any failure or delay by the Company in exercising such remedies will not operate as a waiver of such remedies.

5.9 TERMINATION OF YOUR CONTRACT. (a) Subject to the conditions of this section, (i) you may terminate your Affiliate Business at any time by providing the Company with a signed written notice of termination; (ii) the Company may terminate your Affiliate Business as provided in this chapter; and (iii) the Company may terminate your Affiliate Business without notice if you have not engaged in any Business Activity on your account for a period of 12 or more consecutive months. (b) If you terminate your Affiliate Business, then termination becomes effective on whichever is later: (i) the date the Company receives your written notice of termination, or (ii) the date specified in your written notice. (c) Termination of your Affiliate Business results in the loss of all rights and benefits as an Affiliate, including the permanent loss of your Downline Organization. After your Affiliate Business has been terminated, whether by you or the Company, you may apply to become an Affiliate again by submitting to the Company a new Affiliate Agreement. The requirement that you must submit a new Affiliate Agreement is mandatory regardless of whether you are applying to be an Affiliate under your former Sponsor or a new Sponsor. (d) Upon termination of an Affiliate Business for whatever reason, if there is any pending investigation of, and/or unresolved legal issue related to the Affiliate Business, which includes any alleged breach or actual breach of the Contract, then the Downline Organization may not roll up, if applicable, until all pending investigations and/or legal issues



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have been resolved by the Company and all penalties have been fully satisfied. (e) The obligations of the Contract will survive the cancellation, termination or expiration of the Contract. Any other provisions, or parts thereof, which, by their nature, should survive cancellation, termination, or expiration will also survive.

I have previously reviewed the Contract, the Company Policies and Procedures, and Compensation Plan (all of which are incorporated herein), or agree, before conducting any Affiliate activity, to do so online at Company's website. If I refuse to follow any provision of the Contract, I agree to notify Company, in writing, and cancel my Affiliateship.

I certify that I am 18 years old and legally able to enter into this Contract (which includes the Binding and Mandatory Arbitration Agreement) and agree to be bound by the terms and conditions of the Contract.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_