Olina Life Guide Agreement - USA

General Terms & Conditions

I have agreed to become a Guide with Olina Life. I understand and agree that our relationship will be governed by the terms of this Agreement as follows:

1. **Definition of this Agreement**: In addition to this document, my Agreement with Olina Life includes the OLINA LIFE Policies and Procedures Manual, which I have read, and which I understand and which I understand may be altered or amended from time to time and are incorporated herein by reference (this document, the OLINA LIFE Policies and Procedures together form the "Agreement" or the "Guide Agreement"). Capitalized terms shall have the meaning given to them in the Policies.

2. **Honesty and Integrity**: I shall employ integrity, honesty and a positive attitude while conducting business activities as a Guide. While a Guide I will not defame or disparage OLINA LIFE, or any aspect of its business, products or services. OLINA LIFE in its sole discretion may determine what constitutes defamation and I understand my Guide Agreement may be terminated if my conduct is deemed defamatory.

3. **Independent Contractor**: I am entering this Agreement as an independent contractor. I will have and maintain control of the manner and means of my performance under this Agreement. I will not be treated as an employee for federal or state tax purposes. I will be responsible for payment of all applicable income, self-employment and other taxes. I will not be eligible for and will not participate in any pension, health or fringe benefit plan sponsored by OLINA LIFE and will not be covered by its workers' compensation or unemployment insurance or retained coverage. I am not entering into a partnership or joint venture with OLINA LIFE, nor will I have power or authority to incur any debt, obligation or liability on behalf of OLINA LIFE.

4. **Services to be Performed by Guide**:

a. I will promote and sell OLINA LIFE products to customers using any legal means at my disposal, which may include my blog, my website, Facebook and other forms of social media, personal networking, and selling at events or in other venues.

b. In the event I recruit other Guides and lead a team, I will demonstrate regular leadership, guidance, and service to my personal team by applying my best efforts toward promoting Company products and the Company business opportunity and by supporting the Company's mission and philosophy as outlined in the Olina Life Policy and Procedures.

c. I will not promote or market the products of any other direct selling company whose product is hemp extract products while this agreement is in effect.

d. I will conduct the Services only for individuals residing in the states authorized by the company and not on behalf of any other company or organization.

e. I will perform my obligations as a Guide with honesty and integrity. I will not distribute any customer's confidential contact and financial information to others except the Company and I further understand that all customer contact information is the property of the Company.

f. Unless I have received express written permission for each item and assurance from the Company, I will not: Use, produce, create, publish, distribute, or obtain from any source other than the Company, any literature, recordings (audio, video, or otherwise), marketing or enrollment aids relating to the Olina Life services or the Olina Life Career Plan; Use or display any Olina Life trademarks, trade names, service marks, logos, designs or symbols; Advertise Olina Life products, services or the Olina Life business opportunity. I agree to use only approved sources for business cards and supplies unless otherwise approved in writing.

g. I will make no claims regarding potential income, earnings, products or services beyond what is stated in official Company literature.

5. **Use of OLINA LIFE Intellectual Property**: While I am a Guide, OLINA LIFE grants me a limited, non-exclusive right to use its trademarks, trade names, and copyrighted materials (collectively, "OLINA LIFE IP") which OLINA LIFE IP is owned solely by OLINA LIFE. I may use OLINA LIFE IP only to promote OLINA LIFE products. I agree not to use OLINA LIFE IP other than that as it appears on materials produced by OLINA LIFE or as specifically authorized in writing by OLINA LIFE. I agree to use only written, recorded or other promotional or advertising materials that have been produced, distributed and approved in writing by OLINA LIFE. All rights granted in or under this Agreement shall terminate automatically upon the termination of this Agreement.

6. **Confidential Information**: I acknowledge and agree that OLINA LIFE owns all product, Guide and customer information and other data that OLINA LIFE may disseminate to me, or that I may compile in connection with my OLINA LIFE business, including, but not limited to, product purchase information, customer lists and profiles, potential Guide and customer leads, Guide lists, distributor lists, operating and manufacturing procedures, product development information, financial data and marketing materials (collectively, "Confidential Information"). I further understand that Confidential Information by its nature could cause great harm to OLINA LIFE if used in a manner inconsistent with the terms of this Agreement and that I am prohibited from using confidential information to promote or sell anything other than OLINA LIFE products and services. I will not use or disclose Confidential Information to any person except in strict accordance with the terms of this Agreement. I will not use Confidential Information in connection with any other business either during the term of this Agreement or after its termination.

7. **Non-Solicitation**: During the term of this Agreement and for a period of one year thereafter I will not directly or indirectly, on my own behalf or on the behalf of any other person or entity, solicit,

induce or hire or attempt to solicit, induce or hire any Guide to terminate or alter his or her business relationship with OLINA LIFE.

8. **Sales and Use Taxes**. To ensure compliance with the sales and use tax requirements of each state, unless otherwise mandated by state, the Company shall collect and remit all applicable sales and use taxes on products and materials based upon the suggested retail price of the product. The applicable rate of tax due shall be based on the address to which the product and/or material is shipped.

9. **Representations**. I shall make no statements, representations or disclosures in promoting OLINA LIFE, in sponsoring or training Guide or in selling OLINA LIFE's products and services, other than what is expressly permitted by the Policies and in other literature produced by OLINA LIFE. I shall make no claims or representations of actual or potential earnings, guaranteed or anticipated profits or sales success.

10. **Refunds**. I agree to abide by the Company's retail customer refund policy, as set forth in the Policies. As more fully set forth in the Policies, I am eligible to receive a refund for products, services and literature purchased by me, in accordance with the retail customer return policy. Commissions paid on refunded products must be repaid to OLINA LIFE.

11. **Survival**. My covenants and obligations to abide by the arbitration, non-solicitation and Confidential Information covenants contained herein shall survive termination of this Agreement.

12. **Photo Release**: I grant OLINA LIFE and its agents or assigns a non-exclusive, royalty-free license to use, for any purpose, photographs submitted by me to OLINA LIFE and any photographs taken of me at an OLINA LIFE event. I waive my right to inspect or approve the eventual use of such photographs.

13. **Term, Renewal and Termination of this Agreement**:

a. Termination with Cause: OLINA LIFE may immediately terminate this Agreement with notice in the event of my death, insolvency, assignment for the benefit of creditors, or misrepresentation in or breach of any provision of this Agreement.

b. Termination without Cause: Either party may terminate this Agreement on 30 days written notice.

14. **Events upon Termination of this Agreement**: Upon termination of this Agreement:

a. I will cease representing myself as a Guide of OLINA LIFE and be ineligible to receive any further earnings as a Guide;

b. I will cease all use of OLINA LIFE IP and Confidential Information and will cease promoting displaying, offering for sale or selling OLINA LIFE Products.

c. If requested, I will return all Confidential Information to OLINA LIFE.

15. **Transferability; Co-Party Guides**: Neither this Agreement nor my OLINA LIFE business may be transferred or assigned by me or operated in partnership with any other person, without the express consent of OLINA LIFE. OLINA LIFE may assign this Agreement at any time.

If this Agreement is executed by one or more Guide, with the express consent of OLINA LIFE, each Guide is jointly and severally liable and responsible for the actions of the other Guides who execute this Agreement.

16. **Entire Agreement**: This Agreement supersedes all prior communications, understandings and agreements between myself and OLINA LIFE and contains the entire agreement between us. OLINA LIFE may amend this Agreement without prior notice, at any time, effective upon publication or transmittal of such amendment in official company publications, including website postings. In the event of any conflict between the terms of this Agreement and such amendment, the amendment shall prevail.

17. **Indemnification**: I will indemnify and hold harmless OLINA LIFE and its agents and assigns from and against any damages, claims or liabilities and expenses (including attorneys' fees) caused by my:

a. activities as a Guide including, without limitation, any unauthorized representations made by me;

b. breach of the terms of this Agreement; or

c. violation of or failure to comply with any applicable federal, state or local law or regulation.

18. **Offset:** OLINA LIFE shall have the right to offset any amounts owed by me to OLINA LIFE against the amount of any of my earnings.

19. **Cumulative Remedies/Waiver**: All rights, powers and remedies given to OLINA LIFE are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of OLINA LIFE to exercise any power or right under this Agreement shall constitute a waiver of such power or right. Waiver by OLINA LIFE can be effective only in writing by an authorized officer of OLINA LIFE.

20. **Injunctive Relief**: Upon any breach of this Agreement by me, OLINA LIFE may be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Because the remedy at law for any breach of any provision of this Agreement shall be inadequate, in addition to any other remedies in law or in equity that it may have, OLINA LIFE shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and to compel specific performance of this Agreement. In

addition, OLINA LIFE shall be entitled to its costs and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.

21. Other Terms:

a. I am at least 18 years of age and have full legal capacity to enter into this Agreement in the state in which I reside. I agree to comply with all laws, rules and regulations governing the conduct of my business.

b. OLINA LIFE Guides may sell products and/or sign Guides only within the United States, including Puerto Rico, Guam and the U.S. Virgin Islands, with exception of specific states as designated by Olina Life. I agree that I will not promote or conduct business in states where Olina Life does not operate.

c. If any portion of this Agreement is judicially determined to be invalid, that invalidity will not affect the remaining portion of this Agreement.

d. The headings in this Agreement are inserted for convenience only and are not part of the Agreement.

e. All notices required by this Agreement to be given to me will be deemed received if delivered by electronic means to my current contact information on file with OLINA LIFE.

f. This Agreement must be completed and is not considered valid without enrollment as a Guide, acceptance of my enrollment by the company, and receipt by OLINA LIFE of a completed IRS Form W-9 (for tax purposes), and direct deposit information (for earnings payments).

22. **Governing Law/Venue/Arbitration**: This Agreement is entered into and is to be performed in material part in the State of Tennessee and accordingly will be construed under the substantive laws of the State of Tennessee. Rules governing conflict of laws for all states do not apply. Except as set forth in the Policies or this Agreement, any claims or actions arising out of this Agreement will be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and all arbitration hearings will be held in Nashville, TN. The party that prevails at arbitration will be entitled to reimbursement by the other party of its costs and expenses incurred in the arbitration, including, without limitation, the prevailing party's reasonable attorneys' fees. Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any OLINA LIFE IP or Confidential Information. OLINA LIFE may seek any applicable remedy in any applicable forum with respect to these disputes. Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Agreement. The arbitrator shall not have the power to aware special, incidental, indirect, punitive or exemplary, or consequential damages of any kind or nature, however caused. Any modification of this arbitration provision shall not apply retroactively to any dispute which arose or which OLINA LIFE had notice of before the date of modification.