

You Are a CEO Affiliate Agreement
Last Revised: June 15, 2020

PLEASE READ THIS YOU ARE A CEO AFFILIATE AGREEMENT CAREFULLY. This Affiliate Agreement ("Agreement") contains the complete terms and conditions between **You Are A CEO, Inc. ("YAAC" or the "Company")** and you, regarding your application to and participation in, the YAAC Affiliate Program (the "Affiliate Program") as an affiliate of YAAC (an "Affiliate"), and the use of affiliate links provided by YAAC to our website <https://www.youareaceo.com> , applications, products, and/or services. BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE AFFILIATE PROGRAM, YOU CONFIRM THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT AND THE YAAC TERMS AND CONDITIONS.

SECTION 1. - CORPORATE MISSION STATEMENT

1.1. - Our Mission is to educate the world about **You Are A CEO, Inc. ("YAAC" or the "Company")** by providing continuous knowledge of YAAC concepts and methodologies through products, services, and by providing information about YAAC oriented business activity around the world.

YAAC is a belief system designed to help individuals achieve personal, professional and career success. Moreover, YAAC is a product development company that provides **REAL LIFE SOLUTIONS** based on the belief that everyone is the CEO of their life. The YAAC services and product line includes the "You Are A CEO Success Club, "You Are A CEO" Uplift Social Network, "You Are A CEO" Affiliate Program, "You Are A CEO" Live Events, and "You Are A CEO" CEO-TV, and more.

SECTION 2. - INTRODUCTION

2.1. - Policies and Procedures Incorporated into Affiliate Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of You Are a CEO, Inc. (hereafter "YAAC" or the "Company"), are incorporated into, and form an integral part of, the Affiliate Agreement. Throughout these Policies and Procedures, the "Agreement" collectively refers to the YAAC Affiliate Agreement, these Policies and Procedures, the YAAC Marketing and Compensation Plan, and the YAAC Business Entity Application (if applicable). It is the responsibility of each Affiliate to read, adhere to, and ensure that he or she is aware of and operating under the most current version of the Agreement, including these Policies and Procedures. When sponsoring or enrolling a new Affiliate, it is the responsibility of the sponsoring Affiliate to ensure that the applicant is provided with, or has online access to, the most current version of the Affiliate Agreement, the Policies and Procedures and the YAAC Marketing and Compensation Plan prior to his or her execution of the Affiliate Agreement.

2.2. - Changes to the Agreement

YAAC reserves the right to amend the Agreement and its prices in its sole and absolute discretion. YAAC may update and change any part or all of this Agreement, including by replacing it in its entirety. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this Agreement periodically. By executing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that YAAC elects to make. Amendments shall be effective five (5) days after publication of notice that the Agreement has been modified. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail (e-mail); or (3) YAAC App. The continuation of an Affiliate's YAAC business or an Affiliate's acceptance of commissions constitutes acceptance of any and all amendments.

2.3. - Delays.

YAAC shall not be responsible for delays or failures in performance of its obligations under the Agreement when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, hostility, sabotage, act of God, war, fire, death, curtailment of a party's source of supply; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions, government decrees or orders; or other event outside the reasonable control of the obligated party.

2.4. - Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

2.5. - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of YAAC to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of YAAC's right to demand exact compliance with the Agreement. Waiver by YAAC can be effectuated only in writing by an authorized officer of the Company. YAAC's waiver of any particular breach by an Affiliate shall not affect or impair YAAC's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Affiliate. Nor shall any delay or omission by YAAC to exercise any right arising from a breach affect or impair YAAC's rights as to that or any subsequent breach.

The existence of any claim or cause of action of an Affiliate against YAAC shall not constitute a defense to YAAC's enforcement of any term or provision of the Agreement.

SECTION 3. - BECOMING AN AFFILIATE

3.1. - Requirements to Become an Affiliate

To become a YAAC Affiliate, each applicant must:

- Be of the age of majority in his or her state of residence;
- Reside in the United States or U.S. Territories or country that YAAC has officially announced is open for business;
- Have a valid Social Security or Federal Tax ID number;
- Submit a properly completed Affiliate e-consent form and Application and agree to the terms of this Affiliate Agreement.

We will evaluate your application and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine (in our sole discretion) that your website or promotional method is not suitable for the Affiliate Program for any reason including, but not limited to, its inclusion of content that is unlawful or otherwise violates our Terms of Use Policy, as determined in our sole discretion.

YAAC, in its sole discretion reserves the right to reject or remove any prospective affiliate from the Affiliate Program at any time, with or without notice.

3.2. - Affiliate Benefits

Once an Affiliate Application and Agreement has been accepted by YAAC, the benefits of the Marketing and Compensation Plan and the Affiliate Agreement are available to the new Affiliate. These benefits include the right to:

- Sell YAAC products and services;
- Participate in the YAAC Marketing and Compensation Plan (receive commissions, if eligible);
- Sponsor other Affiliates into the YAAC business and thereby, build a marketing organization and progress through the YAAC Marketing and Compensation Plan;
- Receive periodic YAAC literature and other YAAC communications;
- Participate in YAAC-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by YAAC for its Affiliates.

3.3. - Order Processing

YAAC will process orders placed by referred Customers who click the Affiliate Link to YAAC. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements that we may establish from time to time. All aspects of order processing and fulfillment, including YAAC Products and Services, cancellation, processing, refunds and payment processing will be our responsibility. We will track the Qualified Purchases generated by your Affiliate Link and will make this information available to you through our website, Affiliate Back Office and/or the applicable Affiliate Platform. To permit accurate tracking, reporting, and commission accrual, you must ensure that the Affiliate Links to our website are properly formatted.

3.4. - Term and Renewal of Your YAAC Affiliate License

The term of the Affiliate Agreement is one year from the date of its acceptance by YAAC (subject to prior cancellation or reclassification for inactivity after six months pursuant to Section 11). Affiliates must renew their Affiliate Agreement each year by paying an annual renewal fee of \$30.00 on or before the anniversary date of their Affiliate Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Affiliate Agreement, the Affiliate Agreement will be canceled. Affiliates may elect to utilize the Automatic Renewal Program (“ARP”). Under the ARP, the renewal fee will be charged to the Affiliate’s credit card on file with the Company.

SECTION 4. - OPERATING A YAAC AFFILIATE BUSINESS

4.1. - Adherence to the YAAC Marketing and Compensation Plan

Affiliate must adhere to the terms of the YAAC Marketing and Compensation Plan as set forth in official YAAC literature. Affiliate shall not offer the YAAC opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official YAAC literature. Affiliate shall not require or encourage other current or prospective Customers or Affiliates to execute any agreement or contract other than official YAAC agreements and contracts in order to become a YAAC Affiliates. Similarly, Affiliates shall not require or encourage other current or prospective Customers or Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the YAAC Marketing and Compensation Plan other than those purchases or payments identified as recommended or required in official YAAC literature.

4.2. - Advertising

4.2.1. - General

All Affiliates shall safeguard and promote the good reputation of the YAAC Affiliate Program, its products, and YAAC. The marketing and promotion of YAAC, the YAAC opportunity, the YAAC Marketing and Compensation Plan, and YAAC products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. To promote both the products and services, and the opportunity YAAC offers, Affiliates must use the sales tools and support materials produced by YAAC. The Company has carefully designed its products, product labels, Marketing and Compensation Plan, and promotional materials to ensure that they are promoted in a fair, truthful manner, that they are substantiated, and the material complies with the legal requirements of federal and state laws.

4.2.2. - Use of Affiliate Link

If you qualify and agree to participate as an Affiliate, we will make a variety of graphic and/or textual Affiliate Links available to you in the Affiliate Back Office for the purpose of tracking Affiliate Leads. If you as an Affiliate desire to utilize an internet web page to your Affiliate business, you further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Affiliate Program (for example, by clearly stating you are a YAAC Independent Affiliate on any website(s) you own where you make an Affiliate Link available); (ii) you will accurately disclose to YAAC all websites and domains you own where you intend to use your Affiliate Link to generate Affiliate Leads; (iii) you will not purchase ads that direct to your site(s) or through an Affiliate Link that could be considered as competing with YAAC's own advertising, including, but not limited to, our branded keywords; (iv) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (v) you will not attempt to mask the referring URL information; (vi) you will not use your own Affiliate Link to purchase YAAC Products for yourself. YAAC may modify any Affiliate Links from time to time in its sole discretion. You will not use graphic or textual images (indicating an Affiliate Link) or text messages to promote YAAC that are not approved in advance by YAAC. An Affiliate may not use "blind" ads on the Internet that make product or income claims which are ultimately associated with YAAC products, the YAAC opportunity, or the YAAC Marketing and Compensation Plan. The use of any auction site or marketplace to in any way promote the sale of YAAC products, the YAAC opportunity, or the Marketing and Compensation Plan is prohibited.

4.2.3. - Blogs, Social Networks, and other Online Forums

Affiliates may use online blogs, social networks, and other forms of social networking to promote and discuss YAAC's products and services, and the YAAC opportunity. However, in using these forms of communication, Affiliates may not violate any of the provisions of this Agreement or make any claims or representations regarding YAAC products and services or the YAAC opportunity that are not consistent with Company-produced literature and promotional materials. In no event may Affiliate misrepresent the Company, its products or services, its opportunity or the YAAC Affiliate Marketing and Compensation Plan.

4.2.4. - Prohibited Activities and Domain Names

Except as permitted herein, you shall not use or attempt to register any of YAAC Affiliate Program, or YAAC's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. You shall not and are not authorized to (i) use YAAC's trademark or other intellectual property, including without limitation, the Affiliate Links (collectively, "YAAC's IP") without the express prior written permission of YAAC; (ii) use YAAC's name (or any variation or misspelling thereof or other terms that are confusingly similar to any of the foregoing) in a domain name, any metatags, advertising, search terms, code, or otherwise; or (iii) act in any way that causes or could cause any confusion concerning the source of, or your association with YAAC Products and Services. Your use of YAAC's IP in any manner, other than as expressly permitted hereunder shall constitute unlawful infringement of YAAC's intellectual property rights, and may subject you to liability (including potential treble damages for knowing or willful infringement), and the obligation to pay YAAC's legal fees and costs in connection with YAAC's enforcement of its rights.

4.2.5. - Discounts and Coupons

You are not allowed to post any refunds, credits, or discounts on YAAC Products and Services, or other content or literature concerning YAAC without YAAC's prior written consent in each instance. Affiliates may only use coupons and discounts that are provided exclusively through the Affiliate Program using banners and links. Each Affiliate Link connecting users of the Affiliate Site to any landing pages or sales pages of the YAAC website will in no way alter the look, feel or functionality of the YAAC website. Any violations of the terms surrounding links, coupons, refunds, credits, or discounts shall constitute a material

breach of this Agreement, and may result in your termination from the Affiliate Program or the withholding of Commission.

4.2.6. - Trademarks and Copyrights

YAAC will not allow the use of its trade names, trademarks, designs, or symbols by any person, including YAAC Affiliate, without its prior, written permission. An Affiliate may not produce for sale or distribution any recorded Company events and speeches without written permission from YAAC, nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

4.2.7. - IP Licenses and Use

Subject to the limitations set forth in this Agreement, we grant you a non-exclusive, non-transferable, non-assignable, revocable license to (i) provide access to YAAC's website through the Affiliate Links solely in accordance with the terms of this Agreement; and (ii) use YAAC's IP for the sole purpose of promoting YAAC's Products and Services on your webpage or social site. You may not alter, modify, or change YAAC's IP in any way or use YAAC's IP in any manner that is disparaging or that otherwise portrays YAAC, any YAAC employee, representative or customer in a negative light. You are only entitled to use YAAC's IP in compliance with the terms of this Agreement. Your license to use YAAC's IP shall immediately terminate upon the termination of your participation in the Affiliate Program for any reason. We reserve all of our rights in YAAC's IP and your license to use YAAC's IP is limited to the manner described herein. YAAC may review the placement of Affiliate Links on webpages or social sites to ensure compliance with this Agreement at any time.

You grant to us a non-exclusive license to utilize your name, title, trademarks, and logos (the "Affiliate Trademarks") in any advertisement or other materials used to promote YAAC and the Affiliate Program. For the avoidance of doubt, YAAC may, but is not obligated to, use the Affiliate Trademarks at its sole discretion. This license shall terminate upon the termination of your participation in the Affiliate Program.

4.2.8. - Media and Media Inquiries

Affiliate must not attempt to respond to media inquiries regarding YAAC, the YAAC Affiliate Program, its products or services, or their independent YAAC business. All inquiries by any type of media must be immediately referred to YAAC's corporate offices. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

4.2.9. - Email and Publicity

YAAC does not permit Affiliates to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act of 2003. Additionally, you may only send emails containing a YAAC Affiliate Link and or a message regarding YAAC or the Affiliate Program to people who have previously consented to receiving such communications from you. Any email sent by an Affiliate that promotes the YAAC Affiliate Program, the YAAC opportunity, or YAAC Products and Services must comply with all opt out, unsubscribe, "do not call" do not send" requests for the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

YAAC may periodically send commercial emails on behalf of Affiliates. By entering into the Affiliate Agreement, Affiliate agrees that the Company may send such emails and that the Affiliate's physical and email addresses will be included in such emails as outlined above. Affiliates shall honor opt-out requests generated as a result of such emails sent by the Company. Your failure to abide by the CAN-SPAM Act of 2003, our Anti-Spam Policy, and all applicable laws relating to email communications, in any manner, will be deemed a material breach of this Agreement by you and will result in the forfeiture by you of any and all rights you may have to any Commission and the termination of your participation in the Affiliate

Program. Further, if your account has excessive clicks in a very short period of time as determined by YAAC in its sole discretion, the Affiliate relationship may be terminated.

4.2.10. - Use of YAAC Trademarks and Trade Names

The name of YAAC and other names as may be adopted by YAAC are proprietary trade names, trademarks and service marks of YAAC. As such, these marks are of great value to YAAC and are provided to Affiliate for use only in an expressly authorized manner. Use of YAAC's and/or YAAC's names on any item not produced by the Company is prohibited except as follows:

Affiliate's Name

Independent YAAC Affiliate

4.3. - Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a YAAC Affiliate by submitting an Affiliate Application and Agreement along with a properly completed Business Entity Registration Form and a properly completed IRS form W-9. The Business Entity Registration Form must be signed by all of the shareholders, members, partners, trustees, or other parties with any ownership interest in, or officers of, the Business Entity (collectively "Affiliated Parties"). The Business Entity, as well as all Affiliated Parties are individually, jointly and severally liable for any indebtedness to YAAC, compliance with the YAAC Affiliate Agreement, and other obligations to YAAC.

To prevent the circumvention of Sections 4.24 (regarding transfers and assignments of a YAAC business) and 4.5, (regarding Sponsorship Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or YAAC, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify YAAC in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.24. In addition, the party foregoing their interest in the Business Entity may not participate in any other YAAC business for six consecutive calendar months in accordance with Section 4.4.2. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.24.

The modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.4, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Affiliate Application and Agreement. YAAC may, at its discretion, require notarized documents before implementing any changes to a YAAC business. Please allow thirty (30) days after the receipt of the request by YAAC for processing.

4.3.1. - Changes to a Business Entity

Each Affiliate must immediately notify YAAC of all changes to the type of business entity they utilize in operating their businesses and the addition or removal of business associates. Changes shall be processed only once per year. All changes must be submitted by November 30 to become effective on January 1 of the following year.

4.4. - Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Affiliates, YAAC does not allow for changes in sponsorship except in exceptional cases. Maintaining the integrity of sponsorship is critical for the success of every Affiliate and marketing organization. Accordingly, the transfer of a YAAC business from one sponsor to another is rarely permitted.

Requests for change of sponsorship must be submitted in writing to the YAAC, and must include the reason for the transfer. Transfers will only be considered in the following two circumstances:

4.4.1. - Misplacement

In cases in which the new Affiliate is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an Affiliate may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within 60 days from the date of enrollment. The Affiliate requesting the change has the burden of proving that he or she was placed beneath the wrong sponsor. It is up to YAAC's discretion whether the requested change will be implemented.

4.4.2. - Cancellation and Re-application

An Affiliate may legitimately change organizations by voluntarily canceling his or her YAAC business and remaining inactive (*i.e.*, no purchases of YAAC products for resale, no sales of YAAC products, no sponsoring, no attendance at any YAAC functions, participation in any other form of Affiliate activity, or operation of any other YAAC business, no income from the YAAC business) for six (6) full calendar months. Following the six month period of inactivity, the former Affiliate may reapply under a new sponsor; however, the former Affiliate's downline will remain in their original line of sponsorship. YAAC will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to YAAC in writing.

4.5. - Unauthorized Claims and Actions

4.5.1. - Indemnification

An Affiliate is fully responsible for all of his or her verbal and written statements made regarding YAAC products, services, and the Marketing and Compensation Plan which are not expressly contained in official YAAC materials. Affiliate agree to indemnify YAAC and its directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, settlements, losses, or lost business incurred by YAAC as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Affiliate Agreement.

4.5.2. - Product Claims

No claims (which include personal testimonials) regarding the features and benefits of YAAC products or services may be made unless they are consistent with such claims contained in official YAAC literature.

4.5.3. - Income Claims

Because YAAC Affiliates do not have the data necessary to comply with the legal requirements for making income claims, an Affiliates, when presenting or discussing the YAAC opportunity or YAAC Marketing and Compensation Plan to a prospective Affiliate, may not make income projections, income claims, or disclose his or her YAAC income (including the showing of checks, copies of checks, bank statements, or tax records). When discussing the YAAC opportunity or Compensation Plan with prospective Affiliate, Affiliates should use the literature and materials produced by the Company.

4.6. - Conflicts of Interest

4.6.1. - Sale of Competing Goods or Services

Affiliates must not sell, or attempt to sell, any competing non-YAAC programs, products or services in connection with promoting or marketing YAAC products and services to YAAC Customers or YAAC Affiliates. Any program, product or services in the same generic categories as YAAC products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

4.6.2. - Affiliate Participation in Other Direct Selling Programs

If an Affiliate is engaged in other non-YAAC direct selling programs, it is the responsibility of the Affiliate to ensure that his or her YAAC business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- Affiliates shall not display YAAC promotional material, sales aids, products or services with or in the same location as, any non-YAAC promotional material or sales aids, products or services.
- Affiliates shall not offer the YAAC opportunity, products or services to prospective or existing Customers or Affiliates in conjunction with any non-YAAC program, opportunity, product or service.
- Affiliates may not offer any non-YAAC opportunity, products, services or opportunity at any YAAC-related meeting, seminar or convention, or within two hours and a five mile radius of the YAAC event. If the YAAC meeting is held telephonically or on the internet, any non-YAAC meeting must be at least two hours before or after the YAAC meeting, and on a different conference telephone number or internet web address from the YAAC meeting.

4.7. - Targeting Other Direct Sellers

YAAC does not condone Affiliates specifically or consciously targeting the sales force of another direct sales company to sell YAAC products or to become Affiliates for YAAC, nor does YAAC condone Affiliates solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Affiliates engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Affiliate alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, YAAC will not pay any of Affiliate's defense costs or legal fees, nor will YAAC indemnify the Affiliate for any judgment, award, or settlement.

4.8. - Cross-Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. "Cross sponsoring" is defined as the enrollment or attempted enrollment of an individual who or entity that already has a current Customer or Affiliate Agreement on file with YAAC, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, fictitious ID numbers, any straw-man or other artifice to circumvent this policy is prohibited. Affiliates shall not demean, discredit or defame other YAAC Affiliates in an attempt to entice another Affiliate to become part of the first Affiliate's marketing organization. This policy shall not prohibit a sponsorship change in accordance with Section 4.4.

If Cross Sponsoring is discovered, it must be brought to the Company's attention immediately. YAAC may take disciplinary action against the Affiliate that changed organizations and/or those Affiliates who encouraged or participated in the Cross Sponsoring. YAAC may also move all or part of the offending Affilaite's downline to his or her original downline organization if the Company deems it equitable and feasible to do so. However, YAAC is under no obligation to move the Cross Sponsored Affilaite's downline organization, and the ultimate disposition of the organization remains within the sole discretion of YAAC. **Affiliates waive all claims and causes of action against YAAC arising from or relating to the disposition of the Cross Sponsored Affiliate's downline organization.**

4.9. - Errors or Questions

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Affiliate must notify YAAC in writing within 60 days of the date of the purported error or incident in question. YAAC will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

4.10. - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Affiliates shall not represent or imply that YAAC or its

YAAC Marketing and Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.11. - Identification

All prospective Affiliates are required to provide their Social Security Number, or a Federal Employer Identification Number to YAAC on the Affiliates Application and Agreement. Upon enrollment, the Company will provide a unique Affiliate Identification Number to the Affiliate by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses.

4.12. - Income Taxes

Each Affiliate is required to submit a W8/W9 tax form before any Commission Fees shall accrue. You are responsible for the payment of all taxes related to the Commission Fees you receive under this Agreement. In compliance with U.S. tax laws, YAAC or the Affiliate Platform will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold. If a YAAC Affiliate business is tax exempt, the Federal tax identification number must be provided to YAAC.

4.13. - Independent Contractor Status

Affiliates are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between YAAC and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliates. Affiliates shall not be treated as an employee for his or her services or for Federal or State tax purposes. You will have no authority to make or accept any offers or representations on our behalf. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliates of the Company. The Affiliate has no authority (expressed or implied), to bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies and Procedures, and applicable laws.

4.14. - Bonus Buying

Bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice.

4.15. - Adherence to Laws and Ordinances

Affiliates shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Affiliates because of the nature of their business. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him or her, the Affiliate shall be polite and cooperative, and immediately send a copy of the ordinance to the Corporate Office of YAAC.

4.16. - One YAAC Business Per Affiliate

An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one YAAC business. No individual may have, operate or receive compensation from more than one YAAC business. Note that this policy shall not prevent two spouses from each operating their own YAAC businesses or adult children residing with their parents from operating their own YAAC businesses, provided, however, that additional family members in a household are not enrolled in violation of Section 4.13 above.

4.17. - Actions of Household Members or Affiliated Individuals

If any member of an Affiliate's immediate household engages in any activity which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the

Affiliate and YAAC may take disciplinary action pursuant to the Statement of Policies against the Affiliate. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and YAAC may take disciplinary action against the Business Entity. Likewise, if an Affiliate enrolls in YAAC as a Business Entity, each shareholder, officer, member, partner, or other individual or entity with an ownership interest or management responsibility in the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

4.18. - Roll-up of Marketing Organization

When a vacancy occurs in a YAAC Affiliate Marketing Organization due to the termination of a YAAC business, each Affiliate in the first level immediately below the terminated Affiliate on the date of the cancellation (referred to in this Section as a "First Level Affiliate") will have the opportunity to qualify to roll up into the position of the terminated Affiliate provided the First Level Affiliate has not been in violation of the terms of the YAAC Affiliate Application and Agreement or any YAAC policy within the previous 12 months.

The roll up will be awarded to the qualified First Level Affiliate with the highest active rank on the date of the cancellation. In the event of a tie between two or more First Level Affiliate, the following criteria will be applied, in the order listed, until the tie is broken:

- The Affiliate with the largest number of active personally enrolled Customers;
- The Affiliate whose organization has the largest number of active Customers; and
- The Affiliate whose organization has the highest average sales volume per month.

Prior to any roll up, YAAC may audit the YAAC Affiliate Marketing Organization of the First Level Affiliate who will receive the roll up. If the First Level Affiliate who would be receiving the roll up has any invalid enrollments or sales (i.e., enrollments or sales obtained in violation of these Policies and Procedures) or has been involved in any Policy violations within the preceding twelve calendar months, such Affiliate shall be disqualified from receiving the roll up.

4.19. - Sale, Transfer or Assignment of YAAC Business

Although a YAAC business is a privately owned, independently operated business, the sale, transfer or assignment of a YAAC business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a YAAC business, is subject to certain limitations. If an Affiliate wishes to sell his or her YAAC business, or interest in a Business Entity that owns or operates a YAAC business, the following criteria must be met:

- YAAC must be offered the right of first refusal to purchase the business under the same terms pursuant to which the Affiliate receives a bona fide offer from a third-party purchaser.
- The buyer or transferee must become a qualified YAAC Affiliate. If the buyer is an active YAAC Affiliate, he or she must first terminate his or her YAAC business contemporaneously with the acquisition of the YAAC business;
- Before the sale, transfer or assignment can be finalized and approved by YAAC, any debt obligations the selling party has with YAAC must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a YAAC business.
- At the discretion of YAAC, written consent of any upline Affiliate may be required before the transfer will be approved.

Prior to selling a YAAC business or Business Entity interest, the selling party must notify YAAC's Corporate Office in writing and advise of his or her intent to sell the YAAC business or Business Entity

interest. The selling party must also receive written approval from YAAC's Corporate Office before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a YAAC business.

4.20. - Separation of a YAAC Business

YAAC Affiliates sometimes operate their YAAC businesses as husband-wife partnerships, regular partnerships, LLCs, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the YAAC business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize YAAC to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the YAAC business jointly on a "business-as-usual" basis, whereupon all compensation paid by YAAC will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will YAAC split commission and bonus checks between divorcing spouses or members of dissolving entities. YAAC will recognize only one Downline Organization and will issue only one commission check per YAAC business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Affiliate Agreement shall be suspended or cancelled at the discretion of the Company.

If a former spouse, partner, shareholder, member, or other business entity affiliate has completely relinquished all rights in the original YAAC business pursuant to a divorce or business entity dissolution, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In either case, the former spouse or business affiliate shall have no rights to any Affiliates in the former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Affiliates.

4.21. - Sponsoring Online

When sponsoring a new Affiliate through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, YAAC's Policies and Procedures, and the YAAC Marketing and Compensation Plan. The sponsor may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

4.22. - Succession

Upon the death or incapacitation of an Affiliate, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Affiliate should consult with an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a YAAC business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Affiliate's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute a Affiliate Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Affiliate's status;
- The devisee must provide YAAC with an "address of record" to which all bonus and commission checks will be sent;
- If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. YAAC will issue all bonus and commission checks and one 1099 to the business entity.

4.22.1. - Transfer Upon Death of an Affiliate

To effect a testamentary transfer of a YAAC business, the executor of the estate must provide the following to YAAC: (1) an original death certificate; (2) a notarized copy of the will or other instrument establishing the successor's right to the YAAC business; (3) certified letters testamentary or a letter of administration appointing an executor; and (4) written instructions from the authorized executor to YAAC specifying to whom the business and income should be transferred.

4.22.2. - Transfer Upon Incapacitation of an Affiliate

To effectuate a transfer of a YAAC business because of incapacity, the successor must provide the following to YAAC: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the YAAC business; and (3) a completed Affiliate Agreement executed by the trustee.

4.23. - FTC Endorsement Compliance

It is the intent of YAAC to treat all of our customers fairly. Accordingly, we require all YAAC Affiliates to comply with applicable laws, regulations and guidelines concerning advertising and marketing, including without limitation, the Federal Trade Commission (FTC) Endorsement Guides, which require that material connections between advertisers and endorsers be disclosed. This means that all Affiliate websites and promotional activity (e.g. directories, review/rating websites, blogs, and other websites) and any email or collateral that provide an endorsement or assessment of YAAC Products and Services must prominently disclose the fact that you receive compensation for referred Customers. You are advised to seek and obtain your own legal advice on how FTC rules apply to your website or other promotional activities for which you receive compensation. YAAC reserves the right to withhold Commission and cancel your participation in the Affiliate Program should we determine, in our sole discretion, that you are not in compliance with the previously mentioned guide or other FTC regulations or guides that we deem relevant.

4.24. - Data Security , GDPR Data Processing

In addition to the obligations set forth in Section 4.25 (FTC Endorsement Compliance), Affiliate shall comply with all applicable data protection laws regarding the transmission of data exported to or from the United States or the country in which the Affiliate resides, including without limitation, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the "GDPR"). Affiliate, as a controller under the GDPR, shall also implement appropriate technical measures to ensure a level of security appropriate to the risk, taking into account the nature, scope, context, and purpose of processing any personal data. Affiliate agrees to promptly assist YAAC in complying with any data subject rights request under the GDPR that YAAC may receive from any individuals referred to YAAC by Affiliate. Affiliate further agrees to promptly assist YAAC in complying with any duties to cooperate with supervisory authorities under the GDPR.

4.25. - Affiliate Back Office Access

YAAC makes online back offices available to its Affiliates. Back offices provide Affiliates access to confidential and proprietary information that may be used solely and exclusively to promote the

development of an Affiliate's YAAC business and to increase sales of YAAC products. However, access to a back office is a privilege, and not a right. YAAC reserves the right to deny Affiliate's access to the back office at its sole discretion.

SECTION 5. - RESPONSIBILITIES OF AFFILIATES

5.1. - Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, and commission payments, it is critically important that the YAAC's files are current. Affiliates planning to amend their contact information including but not limited to email address, physical address, mailing address, must do so in the Affiliate Back Office and if applicable, in the applicable Affiliate Platform.

5.2. - Confidentiality

Each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, YAAC customer and vendor lists, or pricing and sales information (including without limitation commission rates), shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party not under any obligation of confidentiality to the disclosure hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) pursuant to a valid subpoena or order issued by a court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. In the event of such disclosure, the receiving party shall give the disclosing party prior notice before releasing any information unless giving such notice is prohibited.

5.3. - Reporting Policy Violations

Affiliates observing an Affiliate Agreement violation and/or a Policy violation by another Affiliate should submit a written report of the violation directly to the attention of the YAAC Corporate Office, attention: YAAC Affiliate Service Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

SECTION 6. - SALES REQUIREMENTS

6.1. - Product Sales

The YAAC Marketing and Compensation Plan is based on the sale of YAAC products and services to end consumers. Affiliates must fulfill personal retail sales requirements (as well as meet other responsibilities set forth in the Agreement and as described in the YAAC Marketing and Compensation Plan) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

6.2. - No Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

SECTION 7. - BONUSSES AND COMMISSIONS

7.1. - Bonus and Commission Qualifications

An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement, YAAC shall pay commissions to such Affiliates in accordance with the YAAC Marketing and Compensation plan. The minimum amount for

which YAAC will make a direct deposit to an Affiliate's YAAC MasterCard debit card is \$20.00. If an Affiliate's bonuses and commissions do not equal or exceed \$20.00, the Company will accrue the commissions and bonuses until they total \$20.00. A deposit will be made once \$20.00 has been accrued.

Notwithstanding the foregoing, all commissions owed an Affiliate, regardless of the amount accrued, will be paid at the end of each fiscal year.

7.2. - Adjustment to Bonuses and Commissions

7.2.1. - Adjustments for Returned Products and Cancelled Services

Affiliates receive bonuses and commissions based on the actual sales of products and services to end consumers that purchased through a qualifying Affiliate Link. When a product is returned to YAAC for a refund, or a service is cancelled and the customer is entitled to a refund, the bonuses and commissions attributable to the returned or repurchased product or cancelled service will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the upline Affiliate who received bonuses and commissions on the sales of the refunded product or cancelled service.

7.2.2. - Hard Copy Commission Checks

The Company pays commissions and bonuses via direct payment onto a Company provided debit card. All load fees associated with the payment of such commissions and bonuses to a YAAC Affiliate via these debit cards are paid by the Cardholder. A YAAC Affiliate may also request a hard-copy check. The Company will deduct a \$5.00 processing fee from each hard-copy commission check issued.

7.3. - Affiliate Reports

You may log into your Affiliate Back Office to review Affiliate activity including clicks to Affiliate Links and potential Customer purchases. All information provided by YAAC in the YAAC Back Office including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic payments; returned products; credit card and electronic charge-backs; the information is not guaranteed by YAAC or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YAAC AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY AFFILIATE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF YAAC OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, YAAC OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of YAAC's online & mobile application services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to YAAC's online and telephone reporting services and your reliance upon the information.

SECTION 8. - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

8.1. - Product and Service Guarantees

If a Customer or Affiliate is not satisfied with the YAAC Product or Service they have purchased, the Customer or Affiliate may cancel his or her subscription to the service. There are no refunds for cancellations of monthly subscription services (services paid for on a monthly basis). There are, however, refunds available upon the cancellation of an annual subscription (services for which an entire year's subscription is paid for in advance in a single payment); the cancelling subscriber of an annual paid subscription will receive a prorated refund based on the number of months remaining in the annual agreement.

8.2. - Affiliate Website Refunds Upon Cancellation

8.2.1. - Affiliate Website Refunds

The YAAC App is a downloadable app with back office access, and the ability to sell YAAC products and services to customers and sponsor other Affiliate. The Affiliate's back office is made available to Affiliates on an annual basis upon payment of the annual subscription fee. When an Affiliate's Agreement is cancelled, the Affiliates will receive a 90% refund of the pro-rata amount remaining on the annual subscription. For example, if an Affiliate's Agreement is cancelled with four (4) months remaining on the annual term, he or she will receive a refund that is based on the four remaining months multiplied by 90%.

8.2.2. - Montana Residents

A Montana resident may cancel his or her Affiliate Agreement within 15 days from the date of enrollment, and receive a full refund of the Affiliate subscription fee.

SECTION 9. - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1. - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Affiliate that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Affiliate's YAAC business), may result, at YAAC's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Affiliate to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- YAAC may withhold from an Affiliate all or part of the Affiliate's bonuses and commissions during the period that YAAC is investigating any conduct allegedly in violation of the Agreement. If a Affiliate's business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Affiliate Agreement for one or more pay periods;
- Involuntary termination of the offender's Affiliate Agreement;
- Suspension and/or termination of the offending Affiliate's YAAC website or website access;

- Any other measure expressly allowed within any provision of the Agreement or which YAAC deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's policy violation or contractual breach;
- In situations deemed appropriate by YAAC, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2. - Grievances and Complaints

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective YAAC businesses, the complaining Affiliate should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to YAAC's Services Department. The YAAC Services Department will review the facts and attempt to resolve it.

9.3. - Mediation

In the event of a dispute between the Company and an Affiliate, and prior to instituting an arbitration as provided below, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the City of Concord, California and shall last no more than one business day.

9.4. - Arbitration. If a mediation of a dispute between the Company and an Affiliate is unsuccessful, the dispute shall be settled by binding arbitration as set forth in the Independent Affiliate Agreement.

9.4.1. - Louisiana Residents

Notwithstanding the foregoing, and the mediation and arbitration provisions in Sections 9.3 and 9.4, residents of the State of Louisiana shall be entitled to bring an action against YAAC in their home forum and pursuant to Louisiana law.

SECTION 10. - PAYMENT

10.1. - Restrictions on Third Party Use of Credit Cards and Checking Account Access

Affiliate shall not permit other Affiliate or Customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company.

10.2. - Sales Taxes

In designing the YAAC opportunity, one of our guiding philosophies has been to free Affiliates from as many administrative, operational, and logistical tasks as possible. In doing so, an Affiliate is free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. To these ends, YAAC relieves Affiliate of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes.

By virtue of its business operations, YAAC is required to charge sales taxes on online services in some states, and on all product purchases made by Affiliates and Customers, and remit the taxes charged to the respective states. Accordingly, YAAC will collect and remit sales taxes on behalf of Affiliate, based on the suggested retail price of the service or products, according to applicable tax rates in the state or province to which the shipment is destined. If an Affiliate has submitted, and YAAC has accepted, a

current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Affiliate. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by YAAC is not retroactive.

SECTION 11. - INACTIVITY, RECLASSIFICATION, AND CANCELLATION

11.1. - Effect of Cancellation

So long as an Affiliate remains active and complies with the terms of this Agreement, YAAC shall pay commissions to such Affiliate in accordance with the YAAC Marketing and Compensation Plan. An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Affiliate's non-renewal of his or her Affiliate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Affiliate Agreement (all of these methods are collectively referred to as "cancellation"), the former Affiliate shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. **An Affiliate whose business is cancelled will lose all rights as an Affiliate. This includes the right to sell YAAC products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Affiliate's former downline sales organization. In the event of cancellation, Affiliate agrees to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.**

Following an Affiliate's cancellation of his or her Affiliate Agreement, the former Affiliate shall not hold himself or herself out as a YAAC Affiliate and shall not have the right to sell YAAC products or services. An Affiliate whose Affiliate Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

11.2. - Cancellation Due to Inactivity

If an Affiliate has not earned a commission (a minimum monthly requirement of \$49.99 sales volume) for six consecutive months (and thus become "inactive"), his or her Affiliate Agreement shall be canceled for inactivity.

11.2.1. - Reclassification Following Cancellation Due to Inactivity

If an Affiliate does not earn a commission or bonus for six consecutive months, his or her Affiliate Agreement will be cancelled for inactivity. If he or she is a current subscriber to any of the Company's products or services, the subscription shall remain in force and the former Affiliate shall be reclassified as a Retail Customer or Preferred Customer.

11.3. - Involuntary Cancellation

An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by YAAC in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary cancellation of his or her Affiliate Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Affiliate's last known address, email address, or fax number, or to his/her attorney, or when the Affiliate receives actual notice of cancellation, whichever occurs first.

YAAC reserves the right to terminate all Affiliate Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

11.4. - Voluntary Cancellation

An Affiliate in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its corporate office business address. The written notice must include the Affiliate's signature, printed name, address, and Affiliate I.D. Number. If an Affiliate has a current subscription to any of the Company's products or services, the subscription shall remain in force and the former Affiliate shall be reclassified as a retail customer, unless the Affiliate also specifically requests that his or her subscription also be canceled.

11.5. - Non-renewal

An Affiliate may also voluntarily cancel his or her Affiliate Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew an Affiliate's Agreement upon its anniversary date.

11.6. - Limitation of Liability

WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

11.7. - Exceptions to Activity Requirements

Military personnel shall be exempt from meeting their Personal Sales Volume requirements during the term of deployment into a foreign country.

SECTION 12. - DEFINITIONS

"Active Customer" means a Retail Customer who purchases at least \$49.99 in YAAC services and/or products in a given month is active for that month.

"Active Affiliate" means an Affiliate who personally generates at least \$49.99 in YAAC sales volume each month.

"Active Rank" means the term "active rank" refers to the current rank of an Affiliate, as determined by the YAAC Affiliate Marketing and Compensation Plan, for any month. To be considered "active" relative to a particular rank, an Affiliate must meet the criteria set forth in the YAAC Marketing and Compensation Plan for his or her respective rank. *(See the definition of "Rank" below.)*

"Affiliate" or "Affiliates" means the business, individual, or entity applying to or participating in the Affiliate Program, or that displays YAAC products and services and/or promotions on its website, or other means, using an affiliate tracking code in exchange for receiving a commission from YAAC for sales directly resulting from such display.

"Affiliate Back Office" means the Affiliate Back Office is the tool used by Affiliates to track commissions,

view reports, and affiliate link activity. The Affiliate Back Office can be accessed from within the YAAC app by Affiliates that are in good standing with the Affiliate Program.

"Affiliate Link" of "Affiliate Links" means the unique tracking link or links you place on your site or promote through other channels.

"Affiliate Lead" means a customer prospect who clicks on the Affiliate Link that we have made available to you via the Affiliate Back Office.

"Affiliate Platform" means a third party platform, including without limitation, International Direct Selling Technology Corporation ("IDSTC") and/or ProPay, Inc. ("**ProPay**"), used by YAAC to track Affiliate performance, including the administration of specific referrals and commissions earned through the Affiliate Program.

"Affiliate Program" means the our marketing affiliate program as described in this Agreement.

"Agreement" means the contract between the Company and each Affiliate includes, this Agreement, the YAAC Marketing and Compensation Plan, and the Business Entity Form (where appropriate), all in their current form and as amended by YAAC in its sole discretion. These documents are collectively referred to as the "Agreement."

"Cancel" means the termination of an Affiliate's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

"Commission" means an amount you will be paid for each Qualified Purchase made by a Customer pursuant to the terms of this Agreement and as described on the YAAC Marketing and Compensation Plan.

"Customer" means each new and unique customer referred from Affiliate through a Link (as defined in Section 3) that provides valid account and billing information to purchase a YAAC Product or Service.

"Downline" means each one of the individuals enrolled immediately underneath you and their respective YAAC Affiliate marketing organizations represents one "leg" in your marketing organization.

"Genealogy Report" means a weekly report generated by YAAC that provides critical data relating to the identities of Affiliate, sales information, and enrollment activity of each Affiliate's Marketing Organization. This report contains confidential and trade secret information which is proprietary to YAAC.

"Group Volume" means the commissionable value of YAAC products or services sold by a Affiliate's downline. Group Volume does not include the Personal Volume of the subject Affiliate.

"Level" means the levels of downline Affiliate in a particular Affiliate's downline. This term refers to the relationship of an Affiliate relative to a particular upline Affiliate, determined by the number of Affiliates between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth level.

"Personal Production" means the moving YAAC products or services to an end consumer for personal use.

"Personal Volume" or "PV" means an Affiliate's Personal Sales Volume includes the commissionable value of services and products purchased in a month: (1) by an Affiliate; (2) by the Affiliate's Retail Customers.

“Marketing Organization” means the Customers and Affiliate sponsored below a particular Affiliate.

“Qualified Purchase” means those transactions generated by Affiliates through a valid Affiliate Link that are eligible for Commission pursuant to this Agreement and as described on the YAAC Marketing and Compensation Plan.

“Rank” means the “title” that an Affiliate has achieved pursuant to the YAAC Marketing and Compensation Plan.

“Recruit” means, for purposes of YAAC’s Conflict of Interest Policy (Section 4.6), the term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another YAAC Affiliate or Customer to enroll or participate in another multi level marketing, network marketing or direct sales opportunity.

“Retail Customer” means an individual who purchases YAAC products from an Affiliate but who is not a participant in the You Are a CEO compensation plan.

“Retail Sales” means sales to a Retail Customer.

“Roll-Up” means the method by which a vacancy in a Marketing Organization left by an Affiliate whose Affiliate Agreement has been canceled is filled.

“Sponsor” means an Affiliate who enrolls a Customer or another Affiliate into the Company, and is listed as the Sponsor on the Affiliate Application and Agreement. The act of enrolling others and training them to become Affiliate is called “sponsoring.”

“Upline” refers to the Affiliate or Affiliate above a particular Affiliate in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Affiliate to the Company.

“YAAC Literature” means content, literature, audio or media, and other materials developed, printed, published and distributed by YAAC to an Affiliate.

“YAAC Marketing and Compensation Plan” means the agreement that describes the compensation and commission structure of the YAAC Affiliate Program.

“YAAC’s Products” - YAAC services and products and more that are available for purchase from YAAC.