



This ConsultMe Authorized Independent Distributor Agreement is entered into by and between Consult Me LLC, a limited liability company duly incorporated and existing in accordance with the laws of California, and the person or entity whose name is listed as the applicant on this ConsultMe Independent Business Owner Application and Agreement (“Applicant”).

1. Representations by Applicant. I, the undersigned Applicant, represent that (i) I am a United States resident, of legal age, and have the legal capacity to enter into this agreement or, as the case may be, it is a company duly incorporated and existing in accordance with the laws of United States as documented in the attached Business Entity Addendum; (ii) the information submitted in connection with my application to become a ConsultMe authorized independent distributor is complete, true and correct; (iii) I have my own space for the conduct of my business located at the address submitted with this agreement, and according to Article 13 of the Federal Labor Law, I have my own sufficient elements to perform my activities and comply with my obligations; and (iv) I am familiar with the terms and conditions established herein and in the CONSULTME United States Policies and Procedures and the CONSULTME United States Compensation Plan, and I wish to enter into this agreement for the purpose of becoming a ConsultMe authorized independent distributor.

2. Purpose. The CONSULTME Authorized Independent Distributor Agreement governs the relationship between CONSULTME and CONSULTME's authorized independent distributors (“Independent Business Owners”, or “APPLICANTS”), and establishes the terms and conditions under which APPLICANTS are authorized to market the Memberships and Consultation Services offered by CONSULTME in the United States (the “CONSULTME Products & Services”). The CONSULTME Authorized Independent Distributor Agreement is formed by these terms and conditions as well as the CONSULTME Independent Business Owner Application (the “Application”), the Business Entity Addendum if Applicant is a business entity, as well as the CONSULTME United States Policies and Procedures (the “Policies”) and the CONSULTME United States Compensation Plan (the “Compensation Plan”), which are available for review at <https://ConsultMeCo.com> and are hereby incorporated herein by reference (collectively, the “Agreement”). By signing this Agreement, I agree to comply with, and be bound by all of the terms and conditions set forth in the Agreement.

3. Becoming a ConsultMe Independent Business Owner. The first step to becoming a ConsultMe authorized independent distributor is for Applicant to complete, sign and submit the Application by physical delivery to CONSULTME's address specified on the application. The date the initial application is processed and conditionally accepted by CONSULTME is the “Start Date.” Applicant will be assigned an APPLICANT number and placed in “pending” status. While in pending status, Applicant may use Applicant’s APPLICANT number to enroll additional applicants; however Applicant will not be entitled to payment of any commissions, bonuses, or other payouts unless and until Applicant has been finally accepted by CONSULTME as an active APPLICANT, and Applicant’s status is changed from “pending” to “active” by CONSULTME. To be finally accepted as an active APPLICANT, Applicant must complete, sign and submit the Application by physical delivery to CONSULTME's address specified on the application and pay the membership activation fee within the time frames specified by CONSULTME. If Applicant is a legal entity, Applicant must also provide CONSULTME a Business Entity Addendum and copy of the documents listed therein and physically deliver the original completed and signed Application and Agreement, and all required attachments, to CONSULTME within thirty (30) days following the Start Date. In order to maintain active status, Applicant must agree to pay membership fee for minimum (1) year in the amount of \$15 per month, automatically paid on a specified date. I acknowledge and agree that CONSULTME reserves the right to finally accept or reject my application to become an active APPLICANT in its sole discretion, and if CONSULTME elects not to finally accept me as an APPLICANT for any reason, then this Agreement will be automatically terminated without further notice, my pending position will be deactivated, I will not become a ConsultMe authorized independent distributor, and I will not be entitled to payment of any commissions, bonuses, or other payments of any kind, and the same will be retained by CONSULTME to cover its administration costs.

4. Terms and Termination. Upon final acceptance by CONSULTME, this Agreement shall be valid for an initial term of

one (1) year from the Start Date. An APPLICANT's business relationship with CONSULTME will be auto renewed for one additional year. Membership activation fee will not be required to pay to renew. Only monthly membership of \$15 is required to continue to be paid therein. I understand and agree that by renewing this Agreement, I am agreeing to be bound by the terms of the then-current CONSULTME Authorized Independent Distributor Agreement, including the Policies, and Compensation Plan, which form a part of the Agreement. I may terminate this Agreement for any reason, at any time, by sending CONSULTME written notice, but I understand that I will have to pay the remaining cost for (1) year in membership fees. CONSULTME may terminate this Agreement in the event I breach any part of this Agreement, including by violating the Polices. Termination of this Agreement for any reason shall result in my forfeiture of all bonuses, commissions or other payments from CONSULTME. However, those rights and obligations, which by their nature are intended to survive termination of this Agreement, shall survive, including without limitation the provisions governing dispute resolution, indemnification, non-solicitation, and confidentiality.

5. Independency. I agree and recognize the following: (i) that as a ConsultMe authorized independent distributor, I am an independent contractor responsible for my own business and not an employee of CONSULTME, any CONSULTME affiliate, subsidiary, parent, or other related company ("CONSULTME Related Companies"), or any service provider or other party with whom CONSULTME transacts or contracts business ("CONSULTME Providers"); (ii) I am free to select my own means, methods and manner of operation and am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement; (iii) I must maintain my own space for the conduct of my business, and must maintain my own sufficient elements to perform my activities and comply with my obligations; (iv) I am not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by CONSULTME to its employees; (v) I am solely responsible for paying any and all expenses I incur to conduct my activities as an APPLICANT and obtaining any business licenses or insurance required by regulations or authorities to conduct my business; and (vi) I have sole financial responsibility for any taxes generated due to my activities as an APPLICANT, including but not limited to any taxes arising from sales I make to consumer customers and income I receive from the conduct of my business. An APPLICANT's independent distributor relationship is with CONSULTME and not with any CONSULTME Related Companies or any CONSULTME Provider. There is no subordination or economic dependency between CONSULTME and an APPLICANT, and this Agreement does not create a partnership, joint venture, or franchise. An APPLICANT has no power or authority to bind CONSULTME or the CONSULTME Related Companies or the CONSULTME Providers, either directly or indirectly. I agree that I shall not take any action inconsistent with this limit of authority, including asserting or representing in any manner that I am an agent, legal representative or employee of CONSULTME, any CONSULTME Related Companies, or any CONSULTME Provider.

Applicant Signature

Date

CONSULTME AUTHORIZED INDEPENDENT DISTRIBUTOR AGREEMENT

6. Non-guaranteed profits. I acknowledge that as a ConsultMe authorized independent distributor, I am not guaranteed any income nor am I assured any profits or success, and I hereby certify that no claims of guaranteed profits or representations of expected earnings that might result from my efforts as a ConsultMe authorized independent distributor have been made by CONSULTME or my sponsor. An APPLICANT shall not represent directly or indirectly that any person may, can, will earn or has earned any stated amount or that any CONSULTME authorized independent distributors are guaranteed success.

7. Advancement to Higher Qualification Levels. I understand that an APPLICANT's advancement to higher qualification levels in the Compensation Plan is based upon the purchase of CONSULTME Memberships and Consultation Services from CONSULTME by the APPLICANT, the APPLICANT's personal customers, and the personal customers in the APPLICANT's network of CONSULTME authorized independent distributors. An APPLICANT is not obligated to purchase additional CONSULTME Memberships and Consultation Services. If an APPLICANT chooses to sponsor others to become CONSULTME authorized independent distributors and participate in the Compensation Plan, the APPLICANT will not receive any compensation whatsoever for the act of sponsoring or recruiting. An APPLICANT will be compensated based upon the activities of other CONSULTME authorized independent distributors only to the extent of sales of CONSULTME Memberships and Consultation Services made by them to customers.

8. CONSULTME Payments. The Compensation Plan provides APPLICANTs the opportunity to earn commissions and bonuses based on the purchase of certain CONSULTME Memberships and Consultation Services from CONSULTME by the APPLICANT, the APPLICANT's personal customers, and the personal customers in the APPLICANT's network of CONSULTME authorized independent distributors. Any commissions, bonuses, or other compensation an APPLICANT is eligible to receive hereunder ("CONSULTME Payments") will be based upon fulfilling the terms of qualification set forth by the Compensation Plan. I acknowledge and agree that CONSULTME reserves the right to vary or change the eligibility requirements and criteria for earning CONSULTME Payments by posting changes to the Compensation Plan at <https://ConsultMeCo.com>, and no further notice of such changes shall be required. I understand that as a ConsultMe authorized independent distributor, an APPLICANT must place primary emphasis upon the sale of CONSULTME Memberships and Consultation Services to customers. In order to be eligible to receive CONSULTME Payments, an APPLICANT must (1) have an APPLICANT status of "active" in CONSULTME's systems, and not be in a revenue hold status on the date such compensation is scheduled to be paid; and (2) have provided valid bank account information and tax identification numbers as required by CONSULTME; and (3) comply with all applicable CONSULTME requirements regarding invoicing; and (4) be in compliance with this Agreement, the Policies, and the Compensation Plan. Any CONSULTME Payments that the APPLICANT is otherwise eligible to receive upon fulfillment of all applicable requirements but which are pending receipt of required information or invoice will be forfeited if such information or invoice is not received by the earlier of the termination of this Agreement or one year from the date such CONSULTME Payment is originally scheduled to be paid. CONSULTME Payments will only be issued when the amount to be paid to APPLICANT exceeds the minimum payment amount set forth in the Policies, and will be forfeited in the event the APPLICANT has not met the minimum payment amounts at the time this Agreement is terminated. I agree to timely pay for all amounts owed to CONSULTME or any CONSULTME Related Companies, and agree that CONSULTME may offset any such debt from any CONSULTME Payments, or any other amounts I am owed.

9. CONSULTME Memberships and Consultation Services. I understand and agree that CONSULTME Memberships and Consultation Services are offered in different markets on terms and at rates determined by CONSULTME, which may change from time to time without notice, and that distribution of the CONSULTME Memberships and Consultation Services outside of United States is prohibited. I agree not to repackage, re-label, or otherwise alter or tamper with any CONSULTME Memberships and Consultation Services intended for distribution. I agree not to make any representation, warranty, or guarantee regarding the CONSULTME Memberships and Consultation Services on behalf of CONSULTME. I acknowledge and agree that CONSULTME is the sole owners of all of their respective trademarks, trade names, copyrights and other intellectual property rights, including all names, logos, packaging, and marketing materials (the "CONSULTME Intellectual Property"), and that the CONSULTME Intellectual Property may not be used in any form except as specifically authorized in the Policies or otherwise expressly approved by CONSULTME.

10. Product Sales and Returns. An APPLICANT shall not, directly or indirectly, solicit customers for or sell, market or promote the CONSULTME Memberships and Consultation Services through any person or entity other than as specifically permitted in writing by CONSULTME. I understand that I am solely responsible for reporting and remitting any applicable taxes arising from sales I have made directly to customers. Memberships and Prepaid Consultation Services cannot be returned at any time for any reason. By agreeing to this membership, the Applicant understands that there are no Refunds or Cancellations at any time for any reason. I represent that I will not prepay for consultation services and resell for any amount other than the prices outlined in ConsultMe policy.

11. Conduct as an Independent Business Owner. An APPLICANT shall not engage in or perform any fraudulent, misleading, deceptive or unethical practices. I agree to abide by all federal, state and local laws, rules, and regulations governing my actions as an APPLICANT and the sale or solicitation of the CONSULTME Memberships and Consultation Services, including but not limited to, obtaining and maintaining any permits and licenses required to perform under this Agreement. I agree to comply with the Policies and I will not make disparaging, false or misleading statements regarding the CONSULTME Memberships and Consultation Services, other CONSULTME authorized independent distributors, or about the various relationships between CONSULTME and myself. I agree to keep accurate records, which CONSULTME may inspect upon request, and will cooperate with any investigation by CONSULTME with respect to my breach of this Agreement, or my conduct as an APPLICANT. During any such investigation I understand that my position status may be suspended and any CONSULTME Payments, which may be, otherwise owing to me may be held. I acknowledge and agree that in the event CONSULTME determines that I have breached this Agreement or violated the Policies, CONSULTME may terminate this Agreement, in which event I will not be entitled to any CONSULTME Payments of any kind from the date such violation first occurred, and I will be obligated to repay CONSULTME for any CONSULTME Payments received after the first date of such violation. Following suspension of

an APPLICANT or termination of this Agreement, the APPLICANT must immediately cease representing himself or herself as a ConsultMe authorized independent distributor. I agree to indemnify and hold CONSULTME, the CONSULTME Related Companies, the CONSULTME Providers, and each of their respective shareholders, directors, officers, agents, and employees harmless from any and all claims, damages, and expenses, including any attorney's fees, arising out of my actions or omissions and the actions or omissions of my agents, representatives, officers, directors, and employees in connection with this Agreement. I agree to notify CONSULTME in writing of any claim or suit in which I am a party arising from or relating to CONSULTME, the CONSULTME Memberships and Consultation Services, the CONSULTME Intellectual Property, or my conduct as a ConsultMe authorized independent distributor within three (3) days of receiving notice of such claim or suit. I hereby agree that CONSULTME and the CONSULTME Related Companies may, at their own expense and with notice, take whatever action they deem necessary in connection with such claim or suit to protect themselves, their reputation, and their tangible and intangible property, including but not limited to controlling any litigation or settlement discussions or other actions related thereto, and I agree to take no action related to such claim or suit without CONSULTME's prior consent. At the request of CONSULTME, whether made during the term of this Agreement or thereafter, I agree to execute such documents and provide such documentation as CONSULTME may reasonably deem necessary in order to enable CONSULTME to evidence and enforce the rights and interests agreed to hereunder.

Applicant Signature

Date

CONSULTME AUTHORIZED INDEPENDENT DISTRIBUTOR AGREEMENT

12. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, I agree that I shall not (i) directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of CONSULTME, whether or not I originally procured or brought such customer to CONSULTME; (ii) directly or indirectly solicit, invite, encourage, recruit, or enroll a ConsultMe authorized independent distributor or former CONSULTME authorized independent distributor to participate in a network marketing program offered by any other company, whether or not such company offers Memberships and Consultation Services that compete with the CONSULTME Products or Services; or (iii) enter into a direct marketing relationship with any CONSULTME Provider. All customers solicited by an APPLICANT for the sale of CONSULTME Memberships and Consultation Services are solicited on behalf of CONSULTME and are deemed to be customers of CONSULTME, and not of the APPLICANT.

13. Confidential Information. I understand that I may receive proprietary and confidential data or information of CONSULTME, CONSULTME Related Companies, and CONSULTME Provider(s) which is not publicly known or available to the competitors of CONSULTME, CONSULTME Related Companies, or CONSULTME Providers, including but not limited to information about CONSULTME Memberships and Consultation Services, customers, and other CONSULTME authorized independent distributors ("Confidential Information"). I acknowledge and agree that I shall treat such Confidential Information as strictly confidential and that I may not, directly or indirectly use, sell, lend, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such Confidential Information to any person or entity for any purpose other than as authorized by CONSULTME in writing. All CONSULTME reports identifying customers and/or APPLICANTS, and any other information obtained through an APPLICANT's Back Office ("Reports"), are the Confidential Information of CONSULTME, and I agree not to use such Reports for any purpose other than developing my CONSULTME business. During the term of this Agreement and for a period of five (5) years thereafter, I agree not to disclose any Confidential Information, including information contained in the Reports, to any third party, or use such information to compete with CONSULTME, or recruit or solicit any CONSULTME independent distributor or customer listed on the Reports to participate in other multi-level marketing opportunities. I acknowledge and agree that, but for this agreement of confidentiality and nondisclosure, CONSULTME would not provide me with the Confidential Information, including the Reports.

14. Limitation of Liability. IN NO EVENT WILL CONSULTME OR ANY CONSULTME RELATED COMPANIES OR ANY CONSULTME PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE), ARISING OUT OF ANY CAUSE, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY OR THE DELAY, ACT, ERROR OR OMISSION OF CONSULTME OR

ANY CONSULTME PROVIDER, OR THE DELIVERY, NON-DELIVERY, DISCONTINUATION, OR MODIFICATION OF ANY PRODUCT OR SERVICE BY CONSULTME OR ANY CONSULTME PROVIDER, EVEN IF CONSULTME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. I assume all risk and responsibility for traveling to and from and participation in any CONSULTME events, activities, training, or other gatherings, and for the use of any CONSULTME equipment or facilities.

15. Warranty Disclaimer. OTHER THAN THE RETURN RIGHTS DESCRIBED HEREIN, CONSULTME AND CONSULTME PROVIDERS MAKE NO EXPRESS WARRANTIES, AND THERE ARE NO IMPLIED WARRANTIES. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONSULTME, ANY CONSULTME PROVIDER, OR THEIR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE FOREGOING WARRANTY.

16. Errors, Omissions, and Delays. I understand and agree that I must report any purported errors in CONSULTME Payment calculations, Reports, orders, charges, or other information to CONSULTME within thirty (30) days of the date of the purported error, and CONSULTME will not be responsible for any errors not reported in this time frame. CONSULTME shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as strikes, riots, war, fire, death, curtailment or interruption of a source of supply, government decrees or orders, or when performance becomes impracticable.

17. APPLICANT Information and Domiciles. I agree to promptly notify CONSULTME of any changes to the information I submitted in connection with my Application, and I designate the address and email address so submitted as my address and email address to receive notices. By providing an email address and/or mobile phone number to CONSULTME, I hereby agree to receive email messages, SMS texts, and similar communications from CONSULTME. An APPLICANT may not assign or transfer this Agreement without the prior written consent of CONSULTME, which may be withheld, conditioned, or delayed in CONSULTME's sole discretion. CONSULTME's address to receive notices to be given under the Agreement is the following: ConsultMe LLC, 16001 Chase Road #10, Fontana, CA 92336 Attn: Customer Care Center.

18. No Waiver and Severability. CONSULTME reserves the right at its sole discretion to exercise any remedy available to it and require APPLICANTS to comply with this Agreement and all applicable policies, and any failure or delay by CONSULTME in exercising such rights and remedies will not operate as a waiver of such rights or remedies. If any provision of this Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason, the validity of the remaining provisions or portions thereof shall not be affected thereby and such authority should reform this Agreement to the extent necessary to render the otherwise unenforceable provision or portion thereof valid and enforceable.

19. Jurisdiction and Applicable Law. In the event of a dispute between an APPLICANT and CONSULTME as to their respective rights, duties and obligations arising out of this Agreement, it is agreed that such disputes shall be exclusively resolved by the competent courts of the United States, whether local or federal, and that the parties expressly waive the jurisdiction of any other courts to which they might be entitled by reason of their present or future domiciles. All claims hereunder must be brought within one (1) year of the date on which the facts or circumstances giving rise to the claim are alleged to have happened. The United States commercial laws and its suppletive legislation shall govern this Agreement and the resolution of any litigation, dispute or claim related thereto. This provision shall not restrict CONSULTME from seeking immediate precatory measures before any competent court to safeguard and protect CONSULTME's interest.

20. Amendments. CONSULTME fully reserves its right to amend this Agreement, including the Policies and the Compensation Plan, at any time by posting the revisions on the CONSULTME website www.ConsultMeCo.com. I accept such right and agree that any such changes are incorporated as part of this Agreement, and I agree to regularly check the CONSULTME website for such revisions. No amendment shall apply retroactively. By continuing to accept benefits hereunder, including but not limited to the receipt of CONSULTME Payments, purchase of CONSULTME Product and Services using APPLICANT discounts, and utilizing the Back Office, I am affirming my acceptance of this Agreement, including the Policies and the Compensation Plan, and any amendments thereto. This Agreement, including the Application, the Business Entity Addendum if applicable, the Policies, and the Compensation Plan, constitutes the entire agreement between the parties hereto regarding the subject matter hereof and shall not be modified or amended except as described herein. In the event of a conflict between this CONSULTME Authorized Independent Distributor Agreement and the Application, the Policies, the Compensation Plan or the Business Entity Addendum, this CONSULTME

Authorized Independent Distributor Agreement shall control. This Agreement may be executed by the parties hereto on separate counterparts, all of which shall together constitute one and the same instrument. Execution of a counterpart to this Agreement by electronic signature shall be as effective as delivery of a manually signed original.

Applicant Signature

Date