

FINANCIAL HALO ASSOCIATE AGREEMENT

1. Authorization and Contract. By executing the Financial Halo Associate Agreement (“Agreement”), you apply for legal authorization to become a Financial Halo/MedXPrime business owner and enter into contract with Financial Halo, LLC, hereinafter “Financial Halo.” You acknowledge that prior to signing you have received, read and understood the Financial Halo Income Disclosure Statement, that you have read and understood the Financial Halo Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on www.financialhalo.com, and that you have read and agree to all terms set forth in this Agreement. Financial Halo reserves the right to reject any application for any reason within 30 days of receipt.

Financial Halo, LLC has entered into agreements with providers of the services and products for its customers. These providers are authorized by Financial Halo to contact directly and enroll any Financial Halo client who may wish their services. Financial Halo encourages its clients to do their full diligence prior to engaging the services of its provider companies. Any relationship that you may form with any of the providers is exclusively between you, the consumer, and that provider. We do not warrant the products and/or services provided by any of the providers. In accordance with FTC guidelines, we state that we do have a financial relationship with the provider companies mentioned on our website and in our presentation. Financial Halo, LLC reserves the right, at its discretion, to change, modify, add or remove any service program or provider at any time in order to improve the services or compensation plan offered.

2. Expiration, Renewal, and Termination. The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). If your Financial Halo/MedXPrime business is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Associate. You shall not be eligible to sell Financial Halo/MedXPrime services nor shall you be eligible to receive commission overrides, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation or termination, you waive all rights you have, including but not limited to property rights to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. Financial Halo/MedXPrime reserves the right to terminate all Associate Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. Associate may cancel this Agreement at any time, and for any reason, upon written notice to Financial Halo/MedXPrime at its principal business address. Financial Halo/MedXPrime may also take actions including termination of the Agreement, if the Associate breaches any of its provisions.

3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of Financial Halo/MedXPrime nor is your Sponsoring Associate an employee, agent or legal representative. As a self-employed independent contractor, you will be operating your own independent business, representing services available through Financial Halo/MedXPrime. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you

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during the calendar year. It will be your sole responsibility to account for such income on your individual or business income tax returns.

4. Presenting the Plan. You agree when presenting the Financial Halo/MedXPrime Compensation Plan to present it in its entirety as outlined in official company materials. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by Financial Halo/MedXPrime. You agree to instruct all prospective Associates to review the Financial Halo/MedXPrime Income Disclosure Statement.

5. Representing the Services. You agree to make no representations or claims about any services beyond those shown in official Financial Halo/MedXPrime literature. You further agree to represent services available through Financial Halo/MedXPrime only in authorized territories, specifically the U.S. and its Territories.

6. Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by Financial Halo/MedXPrime, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the Financial Halo/MedXPrime business including, without limitation, Associate lists, sponsorship trees, and all Financial Halo/MedXPrime Associate information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Financial Halo/MedXPrime, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Financial Halo/MedXPrime, the company grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and service developments, and Associate sales, earnings and other financial reports to facilitate your Financial Halo/MedXPrime business.

7. Non-Solicitation Agreement. In accordance with the Policies and Procedures, you agree that during the period while you are an Associate, and for one calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Financial Halo/MedXPrime Associate to compete with the business of Financial Halo/MedXPrime.

8. Images / Recordings / Consents. You agree to permit Financial Halo/MedXPrime to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Financial Halo/MedXPrime for any lawful purpose, and without compensation.

9. Modification of Terms. With the exception of the Dispute Resolution sections (item 12), which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Rule 61 (Amendments) in the Policies and Procedures.

10. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with Financial Halo/MedXPrime as set forth in this Associate Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of California, Revised 3/24/18

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Sacramento County, without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Financial Halo, LLC with jurisdiction and venue as provided by Louisiana law.

11. Fax or electronic copy. A faxed or electronically delivered copy of the Agreement or any notifications to Associate shall be treated as an original in all respects.

12. Dispute Resolution. All disputes and claims relating to Financial Halo/MedXPrime, its services, the rights and obligations of an Associate and Financial Halo/MedXPrime, or any other claims or causes of action relating to the performance of either an Associate or Financial Halo/MedXPrime, under the Agreement or the Financial Halo Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Sacramento, California, or such other location as Financial Halo prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. **Additionally, you agree not to initiate or participate in any class action proceeding against Financial Halo, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding.** This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Financial Halo from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

13. Time Limitation. If an Associate wishes to bring an action against Financial Halo for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Associate waives all claims that any other statutes of limitations apply.

14. Miscellaneous. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Financial Halo/MedXPrime and supersedes any prior agreements, understandings and obligations between you and Financial Halo/MedXPrime concerning the subject matter of your contract with Financial Halo.

15. Montana residents: A Montana resident may cancel his or her Associate Agreement and request a refund on your enrollment fee only within 15 days from the date of enrollment.

16. Notice of Right to Cancel. To cancel your Associate Agreement, send an email message or deliver written notice to Financial Halo, LLC, 991 Governor Drive, Suite 101, El Dorado Hills, CA 95762. Send email

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notification to cancel@financialhalo.com. In order to acknowledge your cancellation notice, you will receive a return reply from the Company without which cancellation notice is not valid. Please keep all copies of correspondence to confirm cancellation notice.

17. Refund Policy. Financial Halo offers a 14-day refund policy on all initial transactions made directly with the company, which includes the enrollment fee and the website maintenance fee. You may request a refund on your enrollment fee only within fourteen (14) days from the date of enrollment. If you cancel, initial enrollment fees paid will be returned within SEVEN BUSINESS DAYS following receipt by Financial Halo of your cancellation notice. After this period, all subsequent transactions are non-refundable. In order to acknowledge your refund request, you will receive a return reply from the Company. Please keep all copies of correspondence to confirm receipt of refund request. This refund policy does not pertain to the individual products and services provided by our service providers.

With respect to the individual products or services sold by Financial Halo/MedXPrime service providers, refunds are handled on a per-provider basis. In the interest of ensuring our Associates all have positive experiences with our company, Financial Halo has negotiated with each of our providers and required that they offer a minimum of a 30-day refund policy on all services provided

Effect of Refunds on Representative Commission. It is Financial Halo policy to pay commissions on the purchase of some Halo services 30 days after the sale to protect our Associates from a possible chargeback. Because each customer has a 30 day period in which they may request a refund, if a commission is paid prior to the 30 day period, Financial Halo would be in the position of having to deduct this amount from an Associate's future commissions or otherwise recover the funds paid to you for that sale. To avoid this, Financial Halo pays the commission after the customer refund period has ended.

In the event that a Financial Halo/MedXPrime product or service is refunded or a chargeback is granted, the bonuses and commissions attributable to the refund will be deducted from the associate and upline who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

Should the Associate and upline no longer be active in the company or have no ongoing commission from which to deduct the chargeback, they shall be billed by Financial Halo for the amount due. Failure to pay the chargeback amount or to make arrangements with Financial Halo to pay the chargeback amount, within 15 days of written notice shall incur a penalty of 15% per day of the outstanding balance due. Financial Halo reserves the right to make any and all legal means by which the chargeback amount may be collected from Associate and upline.

18. Terms of Enrollment and Website Use. Financial Halo, LLC provides its Associates with a 14 DAY UNCONDITIONAL SATISFACTION GUARANTEE for the initial enrollment and monthly website resource fee. If you are dissatisfied for any reason, your monthly website resource fee and one time enrollment fee will be fully (100%) refunded. Each Associate further agrees that after the 14 DAY satisfaction guarantee, THERE ARE NO REFUNDS! IF PURCHASER USED A CREDIT CARD TO ENROLL AS AN ASSOCIATE AND TO SUBSCRIBE TO THE MONTHLY WEBSITE RESOURCES, PURCHASER IRREVOCABLY AGREES TO NOT INITIATE A CHARGEBACK AGAINST FINANCIAL HALO, LLC.

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If Associate decides to cancel for any reason within 14 days from the initial purchase date, a refund request must be e-mailed to: cancel@financialhalo.com. 100% of Clients enrollment transaction will be placed back on the credit card used to make the initial purchase within 7 business days.

If after the initial 14 day satisfaction guarantee period, Associate chooses to discontinue paying the Month-To-Month website resource fee, a cancellation request must be provided (E-mailed) at least five days prior to the next scheduled billing date.

If Associate inappropriately breaches this refund agreement and initiates a chargeback with Associate's credit card provider after electronically agreeing to Financial Halo's 'TERMS OF ENROLLMENT AND WEBSITE USE' Policy by physically moving cursor to and clicking the 'I ACCEPT THE TERMS AND CONDITIONS' box on the Associate enrollment and registration page, at any time after the 14 day unconditional satisfaction guarantee, Associate agrees to pay a \$50 chargeback/admin defense document preparation fee plus the full amount of the chargeback to cover the enrollment and use fee. Failure to pay the total amount owed plus the agreed to fees within 30 days of Financial Halo's demand for payment will result in Financial Halo forwarding Associate's debt to a professional collection agency. Associate agrees to pay all additional fees necessary to collect this debt. Interest will accrue at 1% per month on the outstanding aggregate balance until the balance due is paid in full. Failure to repay debt in a timely manner could ultimately result in a negative reporting/effect on Associate's credit report.

19. Relationship with Service Providers. As an authorized reseller of several products and services offered by various providers, Financial Halo/MedXPrime lacks the controls necessary to offer any sort of refund on these items. Refunds are handled on a per-provider basis. However, in the interest of ensuring our Associates all have positive experiences with our providers, Financial Halo/MedXPrime has negotiated with each of our providers and required that they offer a minimum of a 30-day refund policy on all services.

20. Submission of Electronic W-9. Under penalty of perjury, Associates certify that (1) the number shown on the W-9 form is their correct taxpayer identification number (or the Associate is waiting for a number to be issued), and (2) is not subject to backup withholding because: (a) they are exempt from backup withholding, or (b) have not been notified by the Internal Revenue Service (IRS) that they are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified them that they are no longer subject to backup withholding, and (3) the Associate is a U.S. Citizen or other U.S. person.

21. Active Status - Website Back Office Requirement. In order to be in "Active" status and qualified to receive commissions, Associates must have a website back office functionality by subscribing to the monthly website resource fee. This provides access to the website back office for business reporting and information purposes, including access to the essential Resource Library, along with corporate communications and other essential resources. Back office access is required to be an informed participant in one's Financial Halo/MedXPrime business. An Associate without a back office is at a severe disadvantage in being able to engage their business. Failure to keep an Associate position active on a monthly basis will result in the loss of one's Associate Active status. If an Associate's status is Active and becomes Inactive, a downline roll-up to the next Active Associate will occur thirty (30) days after Inactive status commences. The Associate will remain in Inactive status until meeting all Active requirements. Any roll-up of downline due to Inactive status may not be

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recovered if Associate becomes Active at a later date. Any previously existing downline volume will not accumulate, go toward earning commissions or be counted for rank advancement. Establishing Active Associate status again will be starting as if one were a brand new Associate. If an Associate is inactive for a period of six months, the Associate position is terminated and removed from the system. A terminated Associate may re-enroll as a new Associate at any time thereafter. Should an Associate become inactive due to credit card payment issues, they will be notified by email and there will be a 30 day period in which the Associate may remediate the faulty transaction; if not corrected, the Associate will remain in Inactive status with loss of downline as described in this paragraph.

Timing and Accrual of Payments. Company shall pay Associate commission payments owed according to the Associate compensation plan on or before the 15th day of the month following Company's receipt of payment by service providers or laboratories for services rendered to Company's clients. Each month, our service providers are contractually obligated to send to Company full reporting of all business submitted by Company's Associates with documentation of commission payments due. Once service providers make commission payments to Company, Associate payments are calculated and paid by the 15th of the following month. Commission payments to Associates are contingent upon Company receiving payment from its service providers, clients or laboratories. Associate payments shall not become payable until the commission associated with services have been paid to the Company. All payments will come first to Company before remittance can be made to Associate. In order to receive payment of commissions, representatives must have \$20 of accumulated commissions for any of the services we offer. Commissions will continue to accrue until the minimum threshold of \$20 is met at which point payment will be made.

22. Commission Qualification Requirement - MedXPrime.

In order to receive commission payments with the MedXPrime program each Associate must:

- complete the MedXPrime certification process which includes being appointed as a Referring Representative or Certified Representative
- complete the compliance program and the certification training for the service being marketed
- execute a Financial Halo/MedXPrime sales representative agreement
- meet the Qualified and Active requirements (see below)

Active and Qualified.

To receive any MedXPrime compensation, an Associate must be both 'Active' by being current on the monthly recurring website resource fee, 'Qualified' by being certified as a MedXPrime Referring Representative or Certified Representative in the service being marketed and contracted with Financial Halo/MedXPrime as an independent sales representative.

Commission Override Qualification Requirements.

Training and Support. This commission override qualification requirement emphasizes the basis for receiving commission overrides by providing support and training to those in one's group. It is important that the commission override be earned through the diligent, knowledgeable efforts of those who receive compensation

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for the activities of Associates in their group. Without being certified, there is little substance to the support that can be provided to an Associate from whom commission overrides are received.

To receive commission overrides, please meet all of these requirements:

1. Certification.

Commission override requirements include completion of the certification training for the MedXPrime services for which you are receiving payment. Example, in order to receive commission override for mr2, you must be certified in mr2. In order to receive commission override for tox or PGx tests, you must complete certification in each of those programs.

2. Personally Sponsored Representatives.

You will be paid upline commission overrides on the same number of levels that you have personally sponsored reps that are in 'active' status. Example: One personally sponsored active rep = one level of commission override, two personally sponsored active reps = two levels of commission over-ride, and so on. Each personally sponsored rep qualifies you to reach deeper by one more generation to find six levels to be paid on. The system will search for as many levels as you are qualified for up to six generations.

Certification for Personally Sponsored Reps. Each of your personally sponsored reps must be certified in all Financial Halo, MedXPrime and MedXPrime Revenue Recovery programs in order to qualify you for any commission overrides. While your personally sponsored reps may not actually market all of the programs, they must be certified in each of the programs. This ensures that they are knowledgeable and informed regarding our entire suite of services. The advantage is they may find once they complete certification in a program, they may very well be interested in marketing that program. And, if they are aware of the details of each program, it reduces the risk they may describe it inaccurately should they be questioned by a current or prospective client or representative. We must always be sensitive to our programs being represented with due regard for compliance and legal issues.

3. Personally Enrolled Accounts.

You will be paid upline commission overrides on the same number of levels that you have personally enrolled accounts in any MedXPrime or MedXPrime Revenue Recovery (mr2) program. Each account personally enrolled will qualify you for another level of commission override. Accounts may be for any MedXPrime service or any combination of MedxPrime and mr2 services.

In order to receive commission override, you must have BOTH personally sponsored representatives and personally enrolled accounts equal to the level of override that you get paid. You only receive commission override on the levels in which you have both personally enrolled reps and accounts.

Example:

3 reps and 3 accounts = 3 levels of override

3 reps and 2 accounts = 2 levels of override

6 reps and 3 accounts = 3 levels of override

6 reps and 6 accounts = 6 levels of override

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Loss of Dormant Accounts. If a representative's PGx or toxicology account is dormant without sending specimens to the lab for a period of 90 days, then Company reserves the right to re-assign the account to another representative that will service the account effectively. We do this reluctantly but our first obligation is to serve the doctor who initially enrolled to do PGx or tox testing so we may reach the patients who most need these potentially life-saving tests. Please monitor your account activity to avoid losing the opportunity that each practice represents. For accounts that do not begin or continue testing, make your presence known in the practice. Bring new information on the importance of PGx and tox testing, offer to do another inservice for training, get the staff emotionally involved with helping to resolve their patient's medication issues and the potential consequences of ADRs or drug overdose. Mostly be engaged and proactive in servicing the account.