

**I hereby make application to become an Independent Brand Partner (Brand Partner) of XinHua for You, LLC (XinHua), (Company). I agree as follows:**

1. I am of legal age in the state of my residency. Upon acceptance of this Application by XinHua, I am eligible to participate in the marketing, selling and distribution of XinHua's goods and services. I may receive commissions and overrides on sales according to the Terms and Conditions (Agreement), the Policies and Procedures and the Rewards Plan of XinHua. This Agreement shall be deemed accepted by XinHua upon shipment of the first order placed by the Brand Partner.
2. Upon approval and acceptance of this Application by the Company, I will become an Independent Contractor, solely responsible for my own business and not an employee, franchisee, nor agent of XinHua. As an Independent Contractor, I agree I will not be regarded as an employee for the purposes of the Federal Insurance Contributions Act, Federal Unemployment Tax, Social Security Act, income tax withholding, federal or state income taxes, or any other laws covering employees. I agree it is my responsibility to pay any self-employment tax and all local, state and federal taxes or license fees, including sales taxes, as required by law. XinHua will provide Brand Partners with a 1099 form for tax purposes as required by the IRS.
3. I acknowledge that I have read the Terms and Conditions, Policies and Procedures and the Rewards Plan of XinHua and understand that they may be amended and updated by XinHua from time to time at its sole discretion. I agree to abide by the Terms and Conditions and Policies and Procedures and to use my best efforts in the retail sales of XinHua products. Any oral representation made by anyone to induce any person to become an Independent Brand Partner, which is contrary to policy is expressly disavowed by XinHua and not to be relied upon by any Brand Partner. Any violation of the Terms and Conditions of this Agreement as amended or revised from time to time, shall be deemed to be a default under this Agreement and cause for termination.
4. There are no exclusive territories within the United States of America and its protectorates, Guam, Puerto Rico, etc., or any foreign country. Federal, state and municipal regulatory agencies do not approve nor endorse direct selling programs. Brand Partners may not represent that any part of XinHua's program has been approved or endorsed by any governmental agency.
5. XinHua's program is based upon retail sales to the ultimate consumer. XinHua recognizes that Brand Partners may purchase products for personal consumption and recognizes such sales as retail sales for end-user consumption. Brand Partners are prohibited from purchasing products in unreasonable amounts solely for the purpose of qualifying for bonuses. The Rewards Plan is based upon retail sales. It is not the intention of the Company that products be stockpiled. With each order placed, a Brand Partner certifies that he/she has sold or used for personal consumption at least seventy percent (70%) of previous orders. Brand Partners are not required to carry a specific inventory. It is up to their discretion to stock enough product(s) to service their business needs based upon actual and projected retail sales. All forms of front-end loading or stockpiling products are discouraged. I understand that the Company may verify retail sales through any method it deems appropriate. Brand Partners must keep and retain complete receipts of retail sales and provide them to the Company upon request.
6. XinHua has a 100% money-back guarantee policy for all retail customers. The Brand Partner agrees to refund the product purchase price to a dissatisfied customer. XinHua will promptly replace any product to the Brand Partner upon receipt of returned product including said customer's name, address, telephone number and copy of customer's receipt. (See Policies and Procedures for more details.)
7. I understand that XinHua products are not represented as having any medicinal value and I am not authorized to make any diagnosis of any medical condition, make drug-type claims for or prescribe XinHua products to treat or cure any disease or condition of a person.
8. I agree to indemnify and hold harmless XinHua (and its officers, executive Brand Partners, employees and agents) against any claims, liability, obligations, expenses (including attorney's fees) or damages arising out of any representation made by me in connection with any XinHua products.
9. XinHua may terminate a Brand Partner at any time if he or she breaches this Agreement or engages in any unethical behavior that may bring disrepute upon XinHua or which is in violation of any law or government regulation or ordinance. Unethical behavior

includes but is not limited to: any attempt to solicit or recruit, for any network marketing program, regardless of product or service, any XinHua Brand Partner other than personally-sponsored frontline (first level) XinHua Brand Partners or any activity that would bring disrepute on the company, its officers, products or Brand Partners.

10. This Agreement can be canceled by me at any time by notification in writing to XinHua. When in resalable condition, products and/or marketing materials may be returned to XinHua for a refund, within 30 days of purchase. Items must be returned at the expense of the Brand Partner. There will be a 10% restocking charge and shipping charges are not refunded. The 30-day period is extended in those states where a longer period is required. (See policies and procedures for more details.) Any Brand Partner who terminates the Brand Partnership Agreement shall not be eligible to become a Brand Partner again for a period of six (6) months.

11. I will not make any false or misleading statements or income projections to prospective or existing Brand Partners about XinHua or its Rewards Plan. Brand Partners shall not represent hypothetical future income as actual income projections based upon the inherent power of network marketing.

12. XinHua agrees to make available to Brand Partners such quality products and ship all qualified orders as directed by the Brand Partner. Appropriate shipping and handling costs will be applied as per XinHua policies and procedures. As a qualified Brand Partner, I may purchase products at the current prices.

13. XinHua agrees to make available to Brand Partners, sales and marketing materials and tools at reasonable prices. I agree not to repackage or relabel XinHua products or to sell said products under any other name or label. I will not make any unauthorized use of trade names or trademarks owned by XinHua. I will not make any guarantees, claims or representations in promoting XinHua's products other than those contained in approved XinHua literature. I understand and agree that I will not create, produce or distribute my own marketing literature or materials without XinHua's written approval.

14. I understand that there is no minimum purchase requirement to maintain my Brand Partnership. However, I understand that in order to qualify for certain rewards and commission available via the Rewards Plan, I must have sold certain volumes of products in the commission/reward period.

15. Orders for any calendar month must be received by XinHua at its order department by the last business day of the month to qualify. All applications and order forms must be filled out properly. XinHua is not responsible for loss of commission/reward payments or delays in Brand Partner enrollment, or processing of orders due to errors by a Brand Partner in preparing or sending orders or applications.

16. I understand that a one-time Application Fee of twenty-nine dollars (\$29.95 USD) is assessed in order to process my application. I understand that this fee is included in the First Order Package. This Application Fee is non-refundable except in states where required by law. The term of the Brand Partner Agreement is one year from the date of its acceptance by XinHua and ending one year from the date of acceptance (the "Anniversary Date"), unless the Brand Partner makes at least one purchase every six (6) months. If the Brand Partner makes no purchase for six (6) months following the Anniversary Date, the Brand Partner Agreement will be canceled. If the Brand Partner Agreement is canceled, any rewards that have not been collected shall be forfeited.

17. Spouses may operate as Brand Partners jointly or separately. Each will maintain their individual positions; however, one must be placed frontline (first level) to the first family member enrolled.

18. An individual, corporation or partnership may not have or be part of any other XinHua Brand Partnership.

19. Change of Referring Brand Partner. With the exception of the Referring Brand Partner's right to place a newly referred Brand Partner anywhere within his/her organization within 60 days of referral, and to protect the integrity of all Marketing Organizations and safeguard the hard work of all Brand Partners, the Company strongly discourages changes in referring Brand Partner. Maintaining the integrity of the referring Brand Partner is critical for the success of every Brand Partner and Marketing Organization. Accordingly, the transfer of a XinHua business from one referring Brand Partner to another is rarely if ever permitted. Requests for change of referring

Brand Partner must be submitted in writing to the Compliance Department and must include the reason for the transfer. Transfers will only be considered in the following circumstances:

a) In cases in which the new Brand Partner is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor (with the exception of the Referring Brand Partner's right to place a newly referred Brand Partner anywhere within his/her organization within 60 days of referral), a Brand Partner may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case-by-case basis.

b) In the event of a placement error during sign up, placement changes for Brand Partners can be completed by the enrolling Brand Partner through their Web back office within 24 hours of enrollment or by midnight CST the final day of the month, whichever comes first. Placement changes cannot be made for those who have enrolled before the Brand Partner they are requesting to be placed under.

c) The Brand Partner seeking to transfer must submit a properly completed and fully executed Referring Brand Partner Transfer Form, which includes the written approval of his or her immediate 10 upline Brand Partners. Photocopied or facsimile signatures are not acceptable. All Brand Partner signatures must be notarized. The Brand Partner who requests the transfer must submit a fee of \$50 USD for administrative charges and data processing. Downline Brand Partners will not be moved with the transferring Brand Partner.

(See Policies and Procedures for more details.)

20. Any Brand Partner who refers other Brand Partners in to the Rewards Plan must fulfill the obligation of performing bona fide supervisory, training and selling functions in the marketing of XinHua's products and program benefits. Any Brand Partner who refers other Brand Partners is expected to supervise, train and maintain ongoing contact and communication with his/her sales organization. Examples of supervision may include, but are not limited to: the preparation and dissemination of a newsletter, correspondence, personal meetings, telephone contact, e-mail contact, texting, webinars, training sessions, and accompanying individuals to company events, trainings and gatherings. Brand Partners are not restricted from involvement in other direct selling/network marketing opportunities, except that they may not offer non-XinHua products, services or income opportunities to XinHua Brand Partners, other than personally sponsored frontline (first level) Brand Partners.

21. I understand that my Brand Partnership can be inherited or bequeathed, but cannot be transferred or assigned during my lifetime without XinHua's consent, which consent will not be unreasonably withheld.

22. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas applicable thereto. Any litigation or arbitration arising under the Agreement shall have Pulaski County, Arkansas as its place of venue. Each party shall be responsible for its own attorney's fees and court costs. Louisiana residents may choose Louisiana law, and may litigate or arbitrate in New Orleans.