ENGAGE AFFILIATE AGREEMENT: TERMS AND CONDITIONS

1. **Obligations and Representations.** I understand that as a Affiliate of Engage, Inc. ("Engage"):
   - I must be of legal age in the state in which I reside.
   - I will comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
   - I have the right to offer for sale Engage products and services in accordance with the terms and conditions of this Affiliate Agreement and the published Policies and Procedures of Engage.
   - I have the right to build a Engage Affiliate team.
   - I will perform my obligations as a Affiliate with authenticity, resilience, empathy and integrity.
   - I will make a best effort to support my team and help them experience success as a Affiliate.
   - I will use only the sales agreements and order forms which are provided by Engage for the sale of goods and services.
   - I will comply with all policies and procedures established by Engage for the completion and processing of sales agreements and orders.
2. **Independent Contractor Status.** I agree that as an Engage Affiliate, I am an independent contractor and not an employee, agent, partner, legal representative or franchisee of Engage. I am not authorized to and will not incur any debt, expense, or obligation, or open any checking account on behalf of, for, or in the name of Engage. I understand that I shall control the manner and means by which I operate my Engage business, subject to my compliance with this Affiliate Agreement, the Engage Policies and Procedures Manual, and the Engage Predictable Pay Compensation Plan (all of which are collectively referred to as the "Contract"). I agree that I will be solely responsible for paying all expenses I incur. I understand that I will not be treated as an employee of Engage for Federal or State tax purposes.
3. **Engage Policies and Procedures.** I have carefully read and agree to comply with the Engage Policies and Procedures Manual and the Engage Predictable Pay Compensation Plan, both of which are incorporated into the Affiliate Agreement by this reference and become part of the Contract. I understand that I must be in good standing and not in violation of any of the terms of the Contract in order to be eligible to receive any bonuses or commissions from Engage. I understand that the Contract, including this Affiliate Agreement, the Engage Policies and Procedures Manual, and the Engage Predictable Pay Plan, may be amended at any time at the sole discretion of Engage, and I agree that upon 30 days notice, any such amendment will apply to me. Notification of amendments will be published in official Engage materials including Engage's official website. The continuation of my Engage business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments to the Contract.
4. **Honest and Fair Representation of Engage.** I agree to honestly and fairly present the Engage Predictable Pay Plan and Engage products and services as set forth in official Engage literature and presentations.
5. **Term and Termination.**The term of this Contract is one year from the date it is submitted to Engage. This Contract may be renewed by you each year for an additional one-year term by paying a fee of $99.99 plus taxes on the one year anniversary date of this contract. I agree that Engage may automatically charge my credit card each year in the amount of $99.99 plus tax on the anniversary date to renew this Contract. The annual fee must be paid no later than 60 days after the one year anniversary date of this contract. If the annual fee has not been paid within this period, your account will become inactive and will still be subject to the terms and conditions of this agreement. If your account becomes inactive it means you will not be paid any commissions during the period that your account is inactive but you will still be allowed to purchase products as an Affiliate and receive Affiliate discounts and reward points. You can reactivate your account within 30 days of inactivity by paying the $99.99 fee. At which point, your account will become eligible to receive commissions moving forward, however, no back commissions will be paid for the period of inactivity. If you fail to pay this fee within 30 days of inactivity, Engage will terminate your account, and any downline you had previously built will be moved to your direct sponsor.

   Engage may terminate my account at any time for violation of the terms and conditions of the Contract including any amendments thereto.

   I will not directly or indirectly solicit or recruit the sale of other products or companies to any Engage Affiliate (other than Affiliates who I have personally enrolled) who is in my current downline organization or in anyone else's downline, or with whom I became acquainted by virtue of my participation as an Engage Affiliate. If my Contract is canceled or terminated, I understand and agree that I will permanently lose all rights as an Affiliate and I shall not be eligible to sell Engage products or services or to receive commissions, bonuses, or other remuneration from the activities of my former downline sales organization. In the event of cancellation, termination, or nonrenewal, I agree to forfeit and waive all rights I have, including but not limited to property rights, my former downline organization, and any commissions, bonuses, or other remuneration derived through the sales and other activities of my former downline organization.

   If my Contract is terminated, I agree to immediately discontinue use of any and all Engage trademarks, service marks, Affiliate and Customer lists, and copyrighted materials.

   If you would like to cancel your Affiliate Account, you will need to call our customer service department (801-655-4501), or email support@engage-global.com. At this point any downline built and commissions earned will be forfeited.

   If you have not purchased product from Engage in a consecutive 6 month period, and have not earned commissions in that period, you are eligible to re-enroll as a new Affiliate, under a different sponsor. Otherwise, you may keep your current sponsor and instead reactivate your account. If you choose to re-enroll you agree to forfeit any downline or previous commissions earned.
6. **Assignment.** I may not assign any rights or delegate my duties under this Contract without the prior written consent of Engage. Engage will approve any bonafide, legally binding good faith transfer of the rights under this contract. Any attempt to transfer or assign the Contract without the express written consent of Engage renders the Contract terminable at the option of Engage and may result in termination of my business. In the case of death, Engage agrees to transfer the rights and privileges of this Contract to the legal heirs of the deceased party. To facilitate such transfer the heirs must present a death certificate and valid documentation demonstrating that they are the legal heir to the rights and property of the deceased.
7. **Online Sales Policy.** I understand that I may not sell Engage products through online auctions or mall sites without written authorization from Engage. Upon your acceptance of the authorized terms and conditions and upon receipt of Engage's written approval, you may sell your Engage products on the designated mall site. You acknowledge that Engage has implemented a Retail price and that you will comply with current Retail pricing for all of your online sales. You understand that failure to comply with Retail pricing will result in the termination of this Contract.
8. **Breach of the Agreement.** I understand that if I fail to comply with the terms of my Contract, Engage may, in its sole discretion, impose upon me disciplinary action as set forth in the Engage Policies and Procedures Manual. If I am in breach, default, or violation of the Contract at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. If I fail to pay for products or services when payment is due or am indebted to Engage for any reason, including but not limited to for commissions or bonuses paid on returned product, I authorize Engage to withhold and retain the appropriate amounts from my bonus or commission checks or to charge my credit cards or other accounts which I have placed on file with Engage
9. **Limitation of Liability and Indemnification.** Engage, its executives, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If Engage is found to be in breach of the Contract, the maximum amount of damages I may claim shall be limited to the amount of unsold inventory that I personally purchased from Engage and have remaining on hand. I release and agree to indemnify Engage and its affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising from, or relating to my actions in the promotion or operation of my Engage independent business and any activities related to it (for example, but not limited to, the presentation of Engage products or Predictable Pay Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable federal, state, or municipal law or regulation, etc.).
10. **Entire Agreement.** This Affiliate Agreement, the Predictable Pay Compensation Plan, and the Engage Policies and Procedures Manual, in their current forms and as amended by Engage in its discretion, together constitute the entire agreement and Contract between Engage and myself. Any promises, representations, offers, or other communications not expressly set forth in this Heath Advocate Agreement and Contract are of no force or effect. To the extent of any conflict or inconsistency between this Affiliate Agreement and the Policies and Procedures Manual (in their current form or as subsequently modified he Policies and Procedures manual shall govern.
11. **Waiver and Severability.** Any waiver by Engage of any breach of the Contract must be in writing and signed by an authorized officer of Engage. Waiver by Engage of any breach of my Contract by me shall not operate or be construed as a waiver of any subsequent breach. If any provision of the Contract 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 Contract will remain in full force and effect.
12. **Survival.** Sections 5, 8, 9, 10, 12, 13, 16, and 17 of this Affiliate Agreement, as well as Limitation of Liability, Dispute Resolution, and covenants to protect Engage's trade secrets, confidential information, intellectual property, and other proprietary materials, as set forth more fully in the Policies and Procedures Manual, shall survive the termination of the Contract.
13. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or relating to the Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences, except as provided herein, shall be settled by arbitration administered in Provo, Utah, by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The parties agree that any claims submitted to arbitration will be submitted in the party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. Notwithstanding this agreement to arbitrate, the parties agree that claims for only injunctive relief may be brought exclusively in either the United States District Court for the District of Utah or the state courts in Utah County, Utah. The parties further agree that judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Contract.
14. **Governing Law.** To the fullest extent allowed by law, all actions arising out of or relating to the Contract will be governed by the laws of the State of Utah without giving effect to the principles of conflict of laws. I agree that, notwithstanding any statute of limitation to the contrary, any claim or action I may wish to bring against Engage for any act or omission arising out of or relating to the Contract must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against Engage for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.
15. **Use of Name and Image.** I authorize Engage to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.
16. **Electronic Communication.** I authorize Engage, its affiliates and independent contractors to communicate with me through electronic mail at the email address provided in this Affiliate Agreement. I understand that such email may include offers or solicitations for the sale and purchase of Engage products, sales aids, or services.
17. **Counterparts.** Emailed copies of this Affiliate Agreement shall be deemed an original. To be valid, copies submitted to Engage by email must include the front and back of the document.
18. **Data Protection.** I give consent for Engage to process the personal data contained in this application/agreement and to transfer this personal data, together with information about this Affiliate account's future sales activities, to any of Engage's account holders who are in the same sales organization or distribution chain for the purpose of administering the sales and distribution of Engage products and providing activity reports to Engage's account holders in the sales organizations. I understand that if I receive activity reports, including sales reports, containing personal data of other Engage account holders' activities, I agree that I will not use such data except in the administration and development of my sales organization, and that upon termination of my Contract, I will immediately delete all such personal data from my files, except as otherwise required by law. The parties agree that this obligation survives the termination of the Contract. For additional information on Engage's privacy practices, please see Engage's Policies and Procedures manual. If you do not w ant this personal data processed or transferred as described herein, please do not create a Affiliate account with Engage.
19. **Refund Policy.** Engage will refund the cost of the Enrollment fee within the first 30 days after purchase. excluding any shipping or handling cost.
20. **Downline Changes.** If a sponsor or upline affiliate makes any changes to a downline affiliate or customer's subscription, places orders on their account or makes changes to their account information, without the affected affiliate or customer's consent, Engage reserves the right to terminate the sponsor's account.
21. **Use of Engage name and other company related names:**

    To maintain fairness and ensure a level playing field for all participants, it is imperative that Affiliates of Engage Global adhere to the following guidelines. Affiliates must refrain from using any company trademarks, names, products, or other proprietary information on platforms including business names, email addresses, social media accounts, websites, store fronts (both physical and online), and web addresses. Additionally, the use of any Engage Global, Micro Daily, Dr. Prasad, Corporate Employees, Product names, or compensation plan names (such as "Predictable Pay" or "All of it Bonuses") in a manner that could potentially mislead prospects into believing they are accessing an official corporate site is strictly prohibited.

    Failure to comply with these guidelines, even after being requested to do so by Engage, may result in termination of the Affiliate's status. It is essential for all Affiliates to understand and respect these guidelines to maintain transparency and integrity within our Affiliate network.

**All words with trademarks or registered trademark symbols are trademarks or registered trademarks of Engage, Inc.*