

think goodness.®

Independent Business Owner Agreement

This Independent Business Owner Agreement (the “Agreement”) is between Think Goodness, LLC (the “Company”) and a Brand Partner and Affiliate (“Brand Partner”, “Affiliate”, and “you”, or the “Independent Business Owner”) as identified in the online application for enrollment, and is effective as of the Company’s launch date, on or after September 1, 2023. This Agreement relates to your purchase of products for resale to consumers on a direct sales basis, on the terms set forth below. When you complete the online enrollment process you agree to the terms of this Agreement, the Independent Business Owner Policies and Procedures (“Policies and Procedures”), the Company’s Earnings Disclosure Statement (“EDS”), and the Company’s Pay Plan (“Pay Plan”), all as they exist in their current form and as they may be modified or amended by the Company from time to time.

1. Acknowledgment and Eligibility

By completing the enrollment process, you acknowledge that you have read, understand and agree to the terms of this Agreement. You attest that you are age 18 or older and that you have a valid Social Security Number or individual Taxpayer Identification Number. Enrollment of anyone under the age of 18 is prohibited. A minor age 11 or older may be added to a Brand Partner account as a secondary account holder only and this may be done through the Young Entrepreneur Program outlined in the Brand Partner Policies and Procedures. No income will be earned by minors and no personally identifiable information will be collected from minors. You understand and agree that acceptance as a Brand Partner or Affiliate is not automatic, but is subject to the receipt and acceptance of the application by the Company.

2. Independent Contractor Status

You agree that you are and shall at all times be considered an independent contractor and independent business owner for all legal purposes. You are responsible for determining how to conduct your own business activities. You are not an agent, employee or legal representative of the Company and you acknowledge and agree that you are responsible for the payment of all federal and state self-employment taxes and other taxes required by any federal, state or local taxing agency.

- a. Your TIN is correct;
- b. You are not subject to backup withholding due to failure to report interest and dividend income;
- c. You are a U.S. person; and
- d. The FATCA code you have provided (if any) indicating that you are exempt from FATCA reporting is correct (note: Company does not collect a FATCA exemption code, therefore this item does not apply.)

3. Sales to Consumers

You agree that as an Independent Business Owner you will place primary emphasis upon the sale of the Company products to consumers who are not also Brand Partners or Affiliates and that you will sell Think Goodness product to consumers as a condition of your right to receive commissions. You will retain and maintain accurate records of all product sales. Brand Partners who purchase from the Company expressly certify to the Company that they have complied with the foregoing requirement and the “70% rule” (as described in detail in the Brand Partner Policies and Procedures) by selling or distributing at least 70% of prior product orders to consumers before making another purchase from the Company.

Under penalties of perjury, you certify that:

4. Pay Plan

You have received, carefully read and agree to comply with the Company's Pay Plan and any future modifications thereto. You understand that you must be in good standing, and not in violation of this Agreement or the Policies and Procedures to be eligible for participation in the Pay Plan.

5. No Promises of Earnings

You acknowledge that no representations or guarantees have been made to you by the Company, its officers, other Independent Business Owners or any representative of the company concerning how much money you may or will earn as an Independent Business Owner. You agree that you will not make any such representations to any other individual considering joining the Company as an Independent Business Owner. You understand that no attorney general or other regulatory authority ever reviews, endorses or approves any product, commission program or particular company, and you will make no such claims regarding the Company when describing the business opportunity to a third party. You agree that you will provide a copy of the Company's Earnings Disclosure Statement to any new Independent Business Owners prior to enrollment.

6. Repurchase of Inventory

A Brand Partner or Affiliate may return products purchased within the last 30 days for a full refund without triggering termination. Upon termination of this Agreement, the Company agrees to repurchase on reasonable commercial terms the currently marketable inventory in the possession of the terminated Independent Business Owner that was purchased by the terminated Independent Business Owner for resale prior to the date of termination of the Agreement. For purposes of this provision, "reasonable commercial terms" shall include the repurchase of marketable inventory within ninety (90) days from your date of purchase. The determination of whether such inventory is "currently marketable" shall be made by the Company and will include factors such as the specific condition of the product and related packaging. Requests for repurchase must be made in writing within thirty (30) days of the termination of the Agreement. Shipping & handling costs for returned items shall be borne by you. Refund payments will be made within sixty (60) days of actual receipt of returned items. Sales materials and services delivered by Internet

methods are not capable of being returned to the Company and are not subject to refund. The Company will comply with refund requirements at variance with this paragraph, if any, as may be specified by state or federal law.

7. Intellectual Property

The Company is the owner and exclusive licensor of numerous names and trademarks, trade names, logos and marks of the Company, copyrights in and to its designs, as well as other trade dress, trade secret and other proprietary rights as identified in the Legal Notices section of the Company's website (collectively, the "Intellectual Property"), all of which are exclusively owned by the Company. You agree that you have no ownership or rights or interests in any of Company's Intellectual Property by virtue of this Agreement or otherwise.

The Company hereby grants a limited license to you to use the Intellectual Property solely in furtherance of your legitimate business activities and subject to the terms and conditions of this Agreement and the Company's Policies and Procedures. You recognize the value of the goodwill the Company has created in its Intellectual Property and acknowledge that all rights therein and all goodwill pertaining thereto belong exclusively to the Company.

You will not use the Company's Intellectual Property except as provided in materials furnished by the Company or approved in writing by the Company prior to their use by you. You understand that unauthorized use or duplication of the Company's Intellectual Property is a violation of U.S. federal law and the Company's Policies and Procedures and may be grounds for termination of this Agreement.

Upon termination of this Agreement for any reason, your limited license to use any of the Company's Intellectual Property also terminates and all such use must cease immediately.

Business ideas, concepts, designs or other intellectual property submitted to the Company by you during the term of this Agreement ("Your Contributions") shall immediately become property of the Company unless otherwise agreed to in advance and in writing by the Company. You shall take all actions deemed reasonably necessary by the Company to vest any and all intellectual property rights in and to Your Contributions, and you agree that the Company may operate as your attorney-

infact to take any such actions in the event that you do not comply.

8. Confidentiality

You agree that the Company has a proprietary interest in its customer lists and other confidential information described in this Agreement or other materials provided to you by the Company. You agree not to use or disclose such confidential information except as explicitly authorized by the Company. Use or disclosure of customer lists for any purpose other than carrying out your business as an independent business owner representing the Company is strictly prohibited.

9. Right of Publicity

By entering this Agreement, you immediately grant the Company the unrestricted, worldwide, royaltyfree right to use, reproduce, publish and otherwise distribute your name, photograph, video presence, personal story and/or likeness (collectively, "Likenesses") in advertising and in the Company promotional materials, in any and all formats, platforms or other media or social media now existing or hereafter created, and you hereby waive all claims for remuneration for such use and you release and forever discharge the Company from any and all claims and demands arising out of or in connection with the use of Likenesses. You acknowledge that Company shall be the exclusive owner of all right, title, and interest in and to such materials, including all copyrights in perpetuity throughout the world. You hereby irrevocably transfer, assign and otherwise convey to Company your entire right, title and interest, if any, in and to such materials and irrevocably waive all so-called 'moral rights' therein. This authorization may be cancelled at any time (for purposes of future uses only) by contacting the Company by written letter sent by way of US First Class Registered mail to the attention of the Company's Legal Department.

10. No False or Disparaging Statements

You agree that you will not make any false, misleading or disparaging statements about the Company, the Company's products, the Company's business opportunity or any Company employees, customers or other Independent Business Owners.

11. No Assignment or Delegation

You may not delegate or subcontract duties under this Agreement without the prior written consent of the Company. Any attempt to transfer or assign this Agreement without the express written consent of the Company renders this Agreement voidable at the option of the Company and may result in termination of this Agreement.

12. Updates and Modifications

In order to maintain a viable sales program and to comply with federal, state and local laws and economic conditions, the Company may update the Policies and Procedures, the Pay Plan and/or the terms of this Agreement from time to time. Such additions or modifications shall be made in the Company's sole and absolute discretion and will become a binding part of this Agreement thirty (30) days following the date of publication in the Virtual Office.

13. Term and Termination

For Brand Partners, this Agreement is effective from the date your submission is accepted and approved by the Company and shall thereafter automatically renew every twelve (12) months on the anniversary date of the Agreement and will be required to pay an automatic annual Brand Partner tech suite fee in the amount of \$39 on or before the anniversary date of their enrollment as a Brand Partner. The \$39 Brand Partner tech suite fee represents payment for the following: (1) Think Goodness Basic App (12 month term); (2) Virtual Office (12 month term); and (3) unique Shopping link (12 month term). If the renewal fee is not processed and paid within thirty (30) days after the anniversary date of enrollment or any renewal, the Independent Business Owner Agreement may be canceled in Think Goodness' sole discretion. The Agreement may otherwise be terminated as set forth below:

- (a) Termination for Inactivity.
 - a. Brand Partners: Failure to generate a minimum of \$250 in retail sales, per the terms of the Policies & Procedures, in a rolling three (3) month period (or on any other schedule as the Company may designate from time to time) may result in

automatic termination of this Agreement.

- b. Affiliates: Failure to generate a minimum of \$1 in retail sales, per the terms of the Policies & Procedures, in a rolling twelve (12) month period (or on any other schedule as the Company may designate from time to time) may result in automatic termination of this Agreement.

- (b) Termination by the Company. You understand that if you fail to comply with the terms of this Agreement or the Policies and Procedures, the Company may impose disciplinary action as it determines in its sole discretion, up to and including immediate termination of this Agreement. The Company may otherwise terminate this Agreement at any time in its sole and absolute discretion.

- (c) Termination by You. You understand that you may cancel this Agreement at any time regardless of reason by providing notice to the Company. If this Agreement is terminated for any reason, you understand that you will no longer be permitted to sell the Company's products and will no longer be eligible to receive (and you hereby waive all rights to) any commissions, bonuses, rewards, prizes or any other income resulting from the sales and activities of your independent business. If you have violated the terms of this Agreement or the Policies and Procedures, you shall not be entitled to receive any further bonuses, commissions, rewards or prizes, regardless of whether the sales for such bonuses, commissions, rewards or prizes have been completed.

14. Entire Agreement

This Agreement, along with the Policies and Procedures and Pay Plan as referenced herein (and

as such documents may be amended by the Company from time to time) constitute the entire agreement between the Company and you. Any actual and implied promises, representations, offers or other communications not expressly set forth or incorporated by reference to this Agreement are of no force or effect. If any provision of this Agreement is declared invalid by an adjudicator of law, the remaining provisions shall remain in full force and effect, and the language of the offending provisions shall be reformed only to the extent necessary to ensure their enforceability.

15. One Year Period of Limitation

Should you bring a claim against the Company for any alleged act or omission of the Company relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against the Company for such act or omission. You hereby relinquish and waive all claims permissible by any other applicable statutes of limitation.

16. Release and Indemnification

The Company, its affiliates, and their respective directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Affiliates") shall not be liable for, and you hereby release the Company and its Affiliates from and waive all claims for loss of anticipated profits and consequential, incidental, indirect, direct, punitive and exemplary damages or loss incurred or suffered by you as a result of operation of your business pursuant to this Agreement. You further agree to release the Company and its Affiliates from any and all liability arising from or relating to the promotion or operation of your business and any activities related to it, including, but not limited to, the presentation of the Company products or Pay Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc. You hereby agree to defend, indemnify and hold harmless the Company and its Affiliates for any liability, damages, fines, penalties or other awards arising from any such activities or any authorized or unauthorized conduct that you undertake in operating your business.

**17. Governing Law; Dispute Resolution;
Class Action Waiver**

This Agreement is governed under the laws of the State of Arizona. The parties agree that all claims, disputes and differences arising between them under this Agreement shall be exclusively resolved in the manner set forth in the Policies and Procedures, first through negotiation and mediation, then by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at Chandler, Arizona (with Louisiana resident Independent Business Owners to arbitrate at Baton Rouge, Louisiana). The arbitrator may award, in addition to declaratory relief, contract damages and may also award consequential damages in the event of a breach of any provisions of sections 4, 5 and 10 of this Agreement and shall award reasonable costs and attorney fees to the prevailing party. An arbitration award may be enforced in any court of competent jurisdiction. By entering into this Agreement, you understand and agree that you will waive your right to have any dispute or claim brought, heard or arbitrated as a class action, collective action or representative action (the "Class Action Waiver"). Notwithstanding any other clause contained in this Agreement or the rules of the American Arbitration Association, any claim that all or part of this Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable must be determined only by a court of competent jurisdiction and may not be determined by an arbitrator. This provision shall not preclude either the Company or you from seeking temporary or permanent injunctive relief in any court of competent jurisdiction.