

AFFILIATE AGREEMENT - T&C

1. Authorization and Contract.

By executing the Affiliate Agreement ("Agreement"), you apply for legal authorization to become a Five Point Concepts Independent Affiliate and enter into contract with Five Point Concepts, hereinafter "5PC." You acknowledge that prior to signing and/or electronic signing you have received, read and understood the 5PC Income Disclosure Statement, that you have read and understood the 5PC Policies and Procedures and the Affiliate Code of Honor and Ethics, which are incorporated into this Agreement and made part of it as if restated in full, as posted on fivepointconcepts.com, and that you have read and agree to all terms set forth in this Agreement. 5PC reserves the right to reject any application for any reason within thirty (30) days of receipt. Five Point Concepts, DBA The Bump Card

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 5PC business is inactive for six months, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Affiliate. You shall not be eligible to sell 5PC products and services nor shall you be eligible to receive commissions, bonuses or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or become inactive for six months, 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. 5PC reserve the right to terminate all Affiliate Agreements upon thirty (30) days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Affiliate may cancel this Agreement at any time, and for any reason, upon written notice to 5PC at its principle business address. 5PC may cancel this Agreement for any reason upon thirty (30) days advance written notice to Affiliate. 5PC may also take actions short of termination of the agreement, if an Affiliate breaches any of its provisions.

3. Independent Contractor Status.

You agree this authorization does not make you an employee, agent or legal representative of 5PC or your Sponsoring Affiliate. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products and services available through 5PC on your own account. 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 during the calendar year. By agreeing to these terms, you agree to receive the 1099-MISC form via electronically or by mail. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Refunds and Product Returns.

You agree that if you resell Product directly to a customer, you will adhere to 5PC's 100% satisfaction guarantee policy and shall provide the customer a full refund of all monies paid if the customer returns the product unopened to you within thirty (30) days of the sales transaction (on applicable products).

If you fail to refund money to a customer or fail to deliver a customer's order, you are subject to an automatic suspension and/or account termination. If you are not 100% satisfied with our products, you may return the items for a full refund if neither you nor we have terminated the Agreement and the products were purchased within twelve (12) months and remain in resalable condition. The refund shall be 90% of the purchase price. Shipping and handling charges incurred will not be refunded.

5. Presenting the Plan.

You agree when presenting the 5PC Compensation Plan to present it in its entirety as outlined in official 5PC materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by 5PC. You agree to instruct all prospective Affiliates to review the 5PC Income Disclosure Statement.

6. Selling Product.

You agree to make no representations or claims about any products or services beyond those shown on product labels, official 5PC literature and/or the 5PC corporate website. You further agree to sell products/services available through 5PC only in authorized territories as listed on the 5PC website.

7. Five Point Concepts 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 5PC, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of the sponsorship within the 5PC business including, without limitation, Affiliate lists, sponsorship trees, and all Affiliate information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of 5PC, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with 5PC, 5PC 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 product developments, and Affiliate sales, earnings and other financial reports to facilitate your 5PC business.

8. Non-Competition Agreement.

In accordance with the Policies and Procedures, you agree that during the period while you are an Affiliate, and for six (6) months following resignation, inactive account termination status, or termination of your business, you will not compete with 5PC. This covenant shall survive the expiration or termination of your authorization and contract with 5PC.

9. Non-Solicitation Agreement.

In accordance with the Policies and Procedures, you agree that during the period while you are an Affiliate, and for one (1) calendar year following resignation, inactive account termination status, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Affiliate to compete with the business of 5PC.

10. Images / Recordings / Consents.

You agree to permit 5PC 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 5PC for any lawful purpose, and without compensation.

11. Modification of Terms.

With the exception of the disputed resolution section in Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in the Policies and Procedures.

12. Jurisdiction and Governing Law.

The formation, construction, interpretation, and enforceability of your contract with 5PC as set forth in this Affiliate Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Tennessee without regard to conflict law provisions.

13. Dispute Resolution.

All disputes and claims relating to 5PC, its products and services, the rights and obligations of an Affiliate and 5PC, or any other claims or causes of action relating to the performance of either an Affiliate or 5PC under the Agreement or the 5PC Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Chattanooga, Tennessee, or such other location as 5PC 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 5PC, 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 and termination or expiration of the Agreement. Nothing in the Agreement shall prevent 5PC 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 rendition of a decision or award in connection with any arbitration or other proceeding.

14. Time Limitation.

If an Affiliate wishes to bring an action against 5PC for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Affiliate waives all claims that any other statutes of limitations apply.

15. 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 5PC and supersedes any prior agreements, understandings and obligations between you and 5PC concerning the subject matter of your contract with 5PC.

16. Notice of Right to Cancel.

You may request a refund on your initial product purchase (unless product is custom) if it's done within seven (7) business days from the date of enrollment. If you cancel, your initial product purchase will be refunded within ten (10) BUSINESS DAYS following receipt by the Product Distribution Center that the purchase was returned and received unopened and in resalable condition. To cancel this transaction, mail or deliver written notice, to:

Five Point Concepts, 1899 Dayton Blvd, Chattanooga, TN 37405, not later than midnight of the seventh business day following the date of this Agreement.

17. Submission of Electronic W-9.

Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Citizen or other U.S. person.