



# Yes, I Want to Live My Best Life

## INDEPENDENT PARTNER TERMS AND CONDITIONS

### Independent Partner Terms and Conditions

This Partner Application ("Application") is subject to acceptance by Penrose Check-In Services, LLC ("Penrose"). The Applicant signing this Application ("You") agrees that Penrose's acceptance of this Application is subject to your compliance with all of the provisions of the Partner Agreement which consists of the terms and conditions below, including the agreement to arbitrate and the Penrose Policies and Procedures (available on the Penrose Website) as may be amended by Penrose From time to time. You certify that you have reviewed the Policies and Procedures in its entirety and agree to check frequently for any amendments to it, which Penrose will make available on the Penrose Website, and the Penrose Partner Website. If you refuse or are unable to comply with any provision of the Partner Agreement, you must voluntarily terminate your Partner Agreement.

#### Agreement

You understand that this Application is subject to acceptance by Penrose. Upon acceptance, this Application, together with the Policies and Procedures, the Compensation Plan, and, if applicable, the Business Entity Registration Form, the Penrose Paycheck information, and the Volume Plus Program, which are incorporated into the terms and conditions of the Partner Agreement by reference, shall constitute the entire agreement ("Partner Agreement") between Penrose and the individual or Business Entity identified on the Application and/or Business Entity Registration Form, as applicable (the "Partner"). The Partner Agreement sets for the the rights and obligations of Partners and Penrose and contains important information about the promotion of Penrose Services and Program. Any capitalized term used in the terms and conditions of the Partner Agreement has the meaning ascribed to it in the Policies and Procedures. By signing this Application, Applicant represents and warrants that (1) she or he has read, understands, and agrees to abide by all terms of the Partner Agreement, (2) that the information in the Partner Application is accurate and complete; and (3) that Partner may perform her or his obligations without breach of any other agreement. The Partner Agreement supersedes and replaces any and all prior representations, warranties, negotiations, and agreements between Penrose and Partner. Penrose may at any time review the Partner Agreement by posting the amendment on the Penrose Website and Penrose Partner Website. Any changes or additions to the Partner Agreement will become effective 30 days after publication of notice of the amendments as described in the Policies and Procedures (the "Effective Date"). Partners must check the Penrose Website and Penrose Partner Website frequently for revisions or amendments to the Partner Agreement.

#### Partner Eligibility Requirements

Any individual seeking to become a Partner must: (1) be 21 year of age or older on the date she or he submits an Application; (2) read and speak English; (3) have reliable transportation and auto insurance; (4) have a mobile device with wi-fi; (5) not be in jail or prison or otherwise confined to a correctional institution; (6) not have ever been convicted of a felony; (6) purchase and successfully pass the Gold Standard Background Check (Partner Providers only); (7) purchase and successfully pass the Penrose Certification Program; and, (8) not be an owner, employee, contractor, or consultant to a competing entity to Penrose.

#### Independent Contractor

Partner agrees that she or he is a self-employed non-exclusive independent contractor who is authorized to sell or perform Services. Partner is not, and shall not represent herself, himself, or itself to be an employee, agent, or a representative of Penrose or a purchaser of a franchise or business opportunity. The Partner Agreement does not create an employee/employer relationship, agency, legal partnership, or joint venture between Penrose and Partner. PARTNER SHALL NOT BE TREATED AS AN EMPLOYEE OF PENROSE FOR ANY PURPOSE, INCLUDING WITHOUT LIMITATION, FOR FEDERAL, STATE, OR LOCAL TAX PURPOSES. Partners are not entitled to any benefits that Penrose may make to its employees. Partner is solely responsible for all decisions made and costs incurred with respect to her or his business and assumes all entrepreneurial and business risk. Penrose makes no guarantee that there is a market for Penrose Services or that a Partner will or will not lose money. Partner's primary focus must always be the promotion of Penrose's Services for the benefit of Seniors and Clients. Penrose discourages Partners from focusing her or his efforts primarily on sponsoring others as Partners. Partner is solely responsible for payment and reporting of all income taxes



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required to be made or filed with any tax authority with respect to her or his activities. Penrose will report amounts paid to Partner to the Internal Revenue Service as required by law. Penrose will not withhold or make payments for Social Security, Unemployment or Disability Insurance, or Worker's Compensation on the Partner's behalf.

## Penrose Pay

Penrose will deposit compensation to a Partner's bank account based on the completion of a Direct Deposit Authorization Form. Should any funds be deposited erroneously, Partner authorizes Penrose to debit or credit the account as necessary to correct any errors.

## Partner Commitments

In addition to the Partner obligations set forth in the Policies and Procedures, Partner agrees to: (1) conduct her or his business activities in a professional manner that reflects favorably at all times on Penrose and Penrose Services; (2) avoid deceptive, misleading, and/or unethical practices; (3) make no representations, warranties, or other statements about Penrose and the Penrose Services or Program that are different from or in addition to those in the Penrose Agreement and Penrose Marketing Materials; (4) make no attempt to bind Penrose to any agreement, or pursue, waive, or compromise any of Penrose's rights; (5) periodically review the Penrose Website and Penrose Partner Website; and, (6) otherwise comply at all times with all applicable laws, regulations, and rules in addition to all terms of the Partner Agreement. In addition, Partner authorizes Penrose to use Partner's name, image, testimonials, endorsement material, or personal story, ("Partner Materials") in Penrose promotional materials and waives any claims for remuneration for such use by Penrose. Partner consents to any use of the Partner Materials by Penrose, or its assignee, in any way which might otherwise, except for this consent, infringe Partner's rights of the Partner Material.

## Penrose Marketing Materials and Business Supplies

Penrose Marketing Materials and Penrose Business Supplies, as defined in the Policies and Procedures, are available for purchase through the Penrose Marketplace. Partner may not use any marketing materials or sales aides other than the Penrose Marketing Materials and Business Supplies in connection with the sale or marketing of Penrose and Penrose Services, except as otherwise provided by the Policies and Procedures. Penrose may, in its sole discretion, change or discontinue any Penrose Marketing Materials or Business Supplies at any time. While Penrose may refer a Partner to these or to third parties who offer products and services that may be helpful in the building of a business, the Partner is under no obligation to purchase such products or services.

## Presenting the Penrose Program

Partner agrees to use only Penrose Marketing Materials when presenting the Penrose business and the opportunity to become a Partner to others and to always present the Program accurately and in its entirety. Partner agrees to inform any potential Partners that providing Services to Seniors are a requirement to receiving commissions and bonuses and to instruct potential Partners to carefully review the Partner Agreement, including the most recent version of the Policies and Procedures. Partners may not make any representations or claims regarding actual or potential income or earnings. For further details, refer to the Policies and Procedures. If Partner is a Business Entity, Partner agrees that only the Designated Beneficial Owners of the Business Entity are entitled to become Partners and are responsible for the conduct of their employees, contractors or agents and will be held accountable for any violation of the Partner Agreement, including the failure of their employees, contractors or agents to adhere to these Policies and Procedures.

## Content and Confidential Information

Penrose is and shall be the sole and exclusive owner of all right, title, and interest in and to the Penrose Trade Marks and other Penrose Content, Assets (as defined in the Policies and Procedures) and all intellectual property and proprietary rights therein, subject only to the specific licenses granted to Partner in the Partner Agreement, and Penrose expressly reserves all such rights. Except as expressly set forth in the Partner Agreement, Partner shall not acquire or claim any rights in any Penrose Trade Marks or Penrose Content or Penrose Assets. Partner shall not use or disclose any Confidential Information (as defined in the Policies and



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Procedures) of Penrose except as expressly permitted by the Partner Agreement.

## Dispute Resolution, Arbitration, Class Action Waiver

ANY CONTROVERSY, CLAIM OR DISPUTE OF WHATEVER NATURE BETWEEN PENROSE AND/OR ITS RELATED PARTIES, AS DEFINED BELOW, ON THE ONE HAND, AND PARTNER AND/ OR THE BENEFICIAL OWNERS OF A PARTNER THAT IS A BUSINESS ENTITY, ON THE OTHER HAND, INCLUDING BUT NOT LIMITED TO THOSE ARISING UNDER OR RELATING TO THE PARTNERSHIP AGREEMENT OR RELATED TO THE SALE OR PERFORMANCE OF PENROSE SERVICES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ("DISPUTE") THAT CANNOT BE RESOLVED THROUGH NEGOTIATION OR MEDIATION AS SET FORTH IN THE POLICIES AND PROCEDURES SHALL BE SETTLED EXCLUSIVELY BY CONFIDENTIAL, FINAL, BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR IN DALLAS, TEXAS IN ACCORDANCE WITH THE THEN PREVAILING COMPREHENSIVE ARBITRATION RULES OF JAMS AND AS FURTHER DESCRIBED IN THE POLICIES AND PROCEDURES.

All mediation and arbitration proceedings will be confidential. Although the Partner Agreement is made and entered into between Partner and Penrose, Penrose's affiliates, owners, members, managers, and employees ("Related Parties") are intended third party beneficiaries of the Partner Agreement for purposes of the provisions of this Partner Agreement referring specifically to them, including this agreement to arbitrate. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Partner and Penrose, and the parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the parties.

## Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A PARTNER, PENROSE OR ANY OF ITS RELATED PARTIES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTNER, PENROSE OR ANY OF ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Indemnification

Partner agrees to indemnify, defend, and hold harmless Penrose (together with its Related Parties, agents, other Consultants, stockholders, members, employees, directors, officers, and attorneys, collectively "Indemnified Parties") from and against any and all losses or liabilities (including attorneys' fees) they may suffer or incur as a result of Partner's breach or alleged breach of the Partner Agreement, including, without limitation, any terms or conditions of the Policies and Procedures. Without limitation of the foregoing, Partner shall specifically indemnify the Indemnified Parties against any losses or liabilities they may suffer or incur as a result of Partner being deemed an employee, agent or holding any status other than an independent contractor and Partner's tax liability.

## Term. Renewal. Termination.

Partners may cancel this Agreement at any time and for any reason by sending written notice to Penrose at its principal business address. Unless terminated earlier, the term of the Partner Agreement is one year. To remain active, each Partner must meet the requirements set forth in the Policies and Procedures. Partners must also apply for renewal of the Partner Agreement annually and the renewal must be accepted by Penrose. Each year all Partners must repurchase and pass the Penrose Certification Program and Provider Partners must purchase and pass the Gold Standard Background Check. See the Policies and Procedures for more details. Non-renewal will result in the expiration of the Partner Agreement and the loss of the Partner's rights to continue participating in the Penrose business. In addition, Penrose reserves the right to terminate the Partner Agreement or take other remedial action if



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Penrose determines, in its sole discretion, that Partner has violated any provision or term of the Partner Agreement. In the event of a termination, Partner shall permanently lose all rights to receive remuneration from Penrose resulting from the activities of Partner or Partner's Downlines / Company.

## Privacy

A Partner's personal information provided on this Application will be used to establish and maintain a relationship with Partner, including to create and maintain a Penrose account, initiate and respond to inquiries, provide support, process orders, make commission and bonus payments and to keep Partner informed of new Services, products, supplies, and materials. Partner agrees that Penrose may share her or his name, telephone number and email address with Partner's Upline (the Partners who directly or indirectly sponsored said Partner, an "Upline") and third party services providers. No credit card number or Partner Identification Number shall be shared with a Partner's Upline. By providing her or his email address and telephone number, the Partner agrees to the disclosure of her or his email address and telephone number to Penrose as well as to her or his Upline.

## Miscellaneous

The Partner Agreement shall be governed by the laws of the state of Texas. If any provision contained herein is found by a court or arbitrator to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed ineffective, but shall not in any way invalidate or otherwise affect any other provision. The Partner Agreement may not be assigned by Partner without the express written permission of Penrose as described in the Policies and Procedures, but may freely be assigned by Penrose, and shall be binding on each of the parties' successors and permitted assignees. Any attempted assignment in violation of these terms shall be void and Penrose may terminate the Partner Agreement and/or seek other appropriate remedies against the Partner as set forth in the Policies and Procedures.