

Affiliate Agreement Terms and Conditions

1. I understand that as a RYDR Affiliate:
 - a. I have the right to offer RYDR App, products and services in accordance with these Terms and Conditions.
 - b. I have the right to sponsor persons in RYDR.
 - c. If qualified, I have the right to earn commissions pursuant to the RYDR Referral Plan.

2. I agree to present the RYDR Marketing and Referral Plan and RYDR products and services as set forth in official RYDR literature.

3. I agree that as a RYDR Affiliate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of RYDR. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF RYDR FOR FEDERAL OR STATE TAX PURPOSES.** RYDR is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.

4. I have carefully read and agree to comply with the RYDR Policies and Procedures and the RYDR Marketing and Referral Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). In the event of a conflict between these Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If I have not yet reviewed the Policies and Procedures and/or Referral Plan at the time I sign this Agreement, I understand that they are posted at www.rydr.co, www.gorydr.com in my RYDR Back Office. I will review the Policies and Procedures and Referral Plan within five days from the date on which I sign this Agreement. If I do not agree to the Policies and Procedures or Referral Plan, my sole recourse is to notify the company and cancel my RYDR Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures and Referral Plan. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from RYDR. I understand that the Agreement may be amended at the sole discretion of RYDR, and I agree to abide by all such amendments. Notification of amendments shall be posted on RYDR's website or in my RYDR Back Office. Amendments shall become effective 10 days after publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my RYDR business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.

5. If this Agreement is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Affiliate. I shall not be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** RYDR reserves the right to terminate all Affiliate Agreements upon 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 RYDR at its principal business address.

6. I may not assign any rights under the Agreement without the prior written consent of RYDR. Any attempt to transfer or assign the Agreement without the express written consent of RYDR renders the Agreement voidable at the option of RYDR and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, RYDR may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement 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. I agree that RYDR may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to RYDR.

8. RYDR, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliated parties"), shall not be liable for, and I release and hold harmless RYDR and its affiliated parties from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release and hold harmless RYDR and its affiliated parties from all liability arising from or relating to the promotion or operation of my RYDR business and any activities related to it (e.g., the presentation of RYDR products or Referral and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify RYDR for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by RYDR at its discretion, constitutes the entire contract between RYDR and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by RYDR of any breach of the Agreement must be in writing and signed by an authorized officer of RYDR. Waiver by RYDR of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement shall remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. In the event of a dispute between an Affiliate and RYDR arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. RYDR shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against an Affiliate. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Eastern District of New York, or state court residing in Kings County, State of New York.

14. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

15. A participant in this Referral Plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address

16. If an Affiliate wishes to bring an action against RYDR for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against

RYDR for such act or omission. **Affiliate waives all claims that any other statute of limitations applies.**

17. In any case which arises from or relates to the termination of Affiliate's Agreement and independent business, the parties agree that damages will be very difficult to ascertain. Therefore, the parties stipulate that if an Affiliate's termination is proven and held to be wrongful under any theory of law, Distributor's sole remedy shall be liquidated damages calculated as set forth herein. For Affiliates at the ranks of Diamond and above, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to RYDR's Referral Plan based on the number of months for which the Affiliate qualified for and maintained a continuous rank of Diamond or above immediately preceding the termination, with a minimum of twelve (12) months and the maximum being sixty (60) months. Gross compensation shall include commissions and bonuses earned by the Affiliate pursuant to RYDR's Referral Plan.

18. I authorize RYDR to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.