## KINLOCK'S TAX CONTRACTOR APPLICATION & AGREEMENT

- 1. Authorization and Contract. By executing this Application & Agreement ("Agreement"), you apply for legal authorization to become an independent contractor ("Contractor") with Kinlock's Tax and enter into contract with Kinlock's Tax & Business Services LLC, hereinafter simply the "Company." You acknowledge that prior to signing you have received, read and understood the Company Income Disclaimer, that you have read and understood the Company Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on www.kinlockstax.com, and that you have read and agree to all terms set forth in this Agreement. Kinlock's Tax reserves the right to reject any application for any reason within thirty (30) days of receipt. 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 you fail to annually renew your Kinlock's Tax business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Contractor. You shall not be eligible to sell Company products and services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, 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. Company reserves the right to terminate all Contractor 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 services via direct selling channels. Contractor may cancel this Agreement at any time, and for any reason, upon written notice to Kinlock's Tax at its principal business address. Company may cancel this Agreement for any reason upon thirty (30) days' advance written notice to Contractor. Company may also take actions short of termination of the Agreement, if the Company Contractor breaches any of its provisions.
- **3. Independent Contractor Status.** You agree this authorization does not make you an employee, agent, or legal representative of Company or your Sponsoring Contractor. As a self-employed independent contractor, you will be operating your own independent business, buying and selling services available through Company 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. It will be your sole responsibility to account for such income on your individual income tax returns.
- **4. Presenting the Plan.** You agree when presenting the Company Compensation Plan to present it in its entirety as outlined in official Company 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 Company. You agree to instruct all prospective Contractors to review the Company Income Disclaimer.
- **5. Selling the Service.** You agree to make no representations or claims about any services beyond those shown in official Company literature. You further agree to sell services available through Company only in authorized territories.
- **6. Kinlock's Tax 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 Company including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the Company business including, without limitation, Contractor lists, sponsorship trees, and all Company Contractor information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Company, which it keeps as proprietary and confidential and treats as a trade secret. During the term

- of your contract with Company, Company 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 service developments, and Contractor sales, earnings and other financial reports to facilitate your Company business.
- **7. Non-Competition Agreement.** In accordance with the Policies and Procedures, you agree that during the period while you are a Contractor, and for six (6) months following resignation, non-renewal, or termination of your business, you will not compete with Kinlock's Tax. This covenant shall survive the expiration or termination of your authorization and contract with Kinlock's Tax.
- **8. Non-Solicitation Agreement.** In accordance with the Policies and Procedures, you agree that during the period while you are a Contractor, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Company Contractors to compete with the business of Company.
- **9. Images** / **Recordings** / **Consents.** You agree to permit Company 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 Company for any lawful purpose, and without compensation.
- **10. Modification of Terms.** With the exception of the dispute 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 Rule 1 in the Policies and Procedures.
- 11. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with Kinlock's Tax as set forth in this Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Florida without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Kinlock's Tax & Business Services LLC with jurisdiction and venue as provided by Louisiana law.
- 12. Dispute Resolution. All disputes and claims relating to Company, its services, the rights and obligations of a Contractor and Kinlock's Tax, or any other claims or causes of action relating to the performance of either a Contractor or Company under the Agreement or the Company Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Orlando, Florida, or such other location as Company prescribed, 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 Kinlock's Tax, 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 any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Company 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 the rendition of a decision or award in connection with any arbitration or other proceeding.
- **13. Time Limitation.** If a Contractor wishes to bring an action against Company 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. Contractor waives all claims that any other statutes of limitations apply.
- **14. Refund Policy.** Company offers a ten (10) day right of rescission on all initial fees paid to the company. All subsequent fees are nonrefundable. The digital nature of the service and the immediacy of the benefits make any possibility for a longer refund period commercially impractical.

- **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 Company and supersedes any prior agreements, understandings and obligations between you and Company concerning the subject matter of your contract with Kinlock's Tax & Business Services LLC.
- 16. Notice of Right to Cancel. You may request a refund on your initial setup fee if it's done within ten (10) days from the date of your enrollment as a Company Contractor. Upon cancellation, the Company will return this fee paid within seven (7) BUSINESS DAYS following receipt of your cancellation notice. To cancel this transaction, deliver notice to the Company at membership@kinlockstax.com no later than midnight of the tenth 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.