

Cellular Nano Health, LLC

MEMBERSHIP AGREEMENT

Cellular Nano Health, LLC (“we,” “us,” “our” and “company”) desires to enter into this **Membership Agreement** with you, our valued **Member** (“You”, “Your”, and “Member”). We greatly appreciate your business and have created our terms and conditions to serve our mutual goals and promote our mutual understanding of the parameters of our business relationship. We strive to conduct all of our business dealings based upon our Company policy of, “Being Fair to All Concerned” and expect our Members to conduct their relationship with us based upon this same principle.

By entering into this **Membership Agreement**, you and we agree to abide by and follow the terms and conditions set forth below (our “**Terms**”) in any transaction where we sell and deliver to you any of our products. The Membership price for each level below are listed on the website(s), HydraZorb™.com and CellularNanoHealth.com.

MEMBERSHIP LEVELS:

- **COPPER** level receives a 20% discount off of *MSRP
- **SILVER** level receives a 30% discount off of *MSRP
- **GOLD** level receives a 50% discount off of *MSRP

***MSRP as listed on website(s), HydraZorb™.com and CellularNanoHealth.com. We, the Company reserves the right to change the MSRP without notice.**

PAYMENT: Once Membership is purchased it is **NON-REFUNDABLE**.

UPGRADE: To upgrade a Membership there is a **\$50 upgrade fee and the purchase of the upgraded difference until the annual membership renews.**

RENEWAL: ALL Memberships will **automatically renew annually from the date of purchase** unless cancelled 30 days prior in writing. Please send written cancellation notice to the following email: cellulamanohealth@gmail.com.

SHIPPING & RETURN POLICY: Each Member assumes all risks and responsibilities of ownership and title to the Products at the time they are shipped. Tracking numbers will be provided. For additional information regarding these policies, please refer to the “**SHIPPING & RETURN POLICY**” under the “**TERMS OF USE**” on the website(s) HydraZorb™.com and CellularNanoHealth.com.

SHIPPING INSURANCE: The member will be responsible for any shipping insurance. An option will be given to purchase shipping insurance.

PRODUCT MARKETING CLAIMS AND MATERIALS: You must have our prior written approval for any marketing material you use in conjunction with your sales of Products. We will review any request for our approval of marketing material in a commercially diligent manner and provide our response to you within ten (10) business days of our receipt of your request. We reserve the right in our sole discretion to edit, approve, or reject any Product related claims being made in your marketing material. Such marketing material shall include but not be limited to: Product specification sheets, website text or images, advertisements, print publications, packaging, any and all sales literature, etc. We reserve the right to not deliver any Product to you, even if it has been paid for, if we determine that you are making unapproved or unsupported claims regarding the Product and can result in the termination of your membership as we deem necessary. You will be solely liable for any unsupported or unapproved claims made by you in the distribution and sale of a Product.

WARRANTY INFORMATION: We warrant all of our Products to be free from defects in workmanship and materials for 30 days from the date of purchase by the Member.

CHANGES TO THIS PURCHASING AGREEMENT: We reserve the right to revise or amend or otherwise change any provision of this Membership Agreement at any time in our sole discretion (a “**Terms Change**”).

FORCE MAJEURE: In the event either of us is prevented from performing on an accepted Order by circumstances beyond our control, and without our fault, including without limitation, strikes, lockouts, fire, explosion, flood, disruption of supply, acts of God, war or other hostilities, acts of terrorism, banking or other systemic economic failure, riot or other civil commotion, embargoes or other governmental acts, orders or regulations, breakdown of machinery, and inability to obtain shipping facilities or supplies, our obligation to deliver and your obligation to accept delivery of Products or services hereunder during the period of such disability shall be suspended and the Products or services so affected shall, by our mutual agreement, either be eliminated from this contract without liability to either of us or reasonable extensions of time for performance will be granted.

HydraZorb™ TRADEMARK OWNERSHIP: “HydraZorb™” and its associated logos are our proprietary trademarks and may not be used without our prior written permission and approval. The “HydraZorb™” logo is our pending registered trademark and may not be used in any form, printed or electronic, either on a Product or in association with the promotion or marketing of a Product, without our prior review and written permission. We reserve the right to refuse permission for you to use, incorporate, or associate the HydraZorb™ logo in or with your Products or your advertisements or literature.

GOVERNING LAW: This membership agreement will be governed by and construed according to the laws of the State of Utah, without regard to any applicable conflicts of law or choice of law rules and/or statutes.

VENUE: By delivery to us of an Order for Products, you agree that any legal action or other proceeding between the parties arising from or brought by reason of and Order or this Purchasing Agreement shall be prosecuted and conducted in Utah County, Utah.

ARBITRATION: All disputes concerning the terms and conditions of this Membership Agreement and involving less than \$25,000 will be subject to expedited binding arbitration outside of the American Arbitration Association (“AAA”) before an attorney or expert who is knowledgeable and experienced in the consumer product sales field and who is selected by our mutual consent. Either of us may commence arbitration by delivering written notice to the other. If we fail to agree on an attorney or expert as arbitrator within thirty (30) days after notice of a commencement of arbitration is delivered, arbitration will be by the AAA, subject to the rules of the AAA then in effect. Judgment upon the award rendered in any arbitration may be entered by either of us in any court having jurisdiction of the matter.

ATTORNEY’S FEES: If any arbitration, litigation, or other legal proceeding occurs between us relating to this Membership Agreement, the prevailing party, as determined by the arbitrator or court, as the case may be, will be entitled to recover (in addition to any other relief rewarded or granted) its reasonable costs and expenses, including attorney’s fees, incurred in the proceeding.

NOTICES: Any notice by you to us, or by us to you, regarding the breach of this Membership Agreement, must be in writing and be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services to our business address if given by you, or if given by us to you the address listed below or to such other address as you may give us by notice.

ENTIRE AGREEMENT: This Membership Agreement constitutes the entire understanding and agreement between ourselves and you, except as may be otherwise agreed to by us in an order or any written confirmation of an Order.

ACKNOWLEDGMENT: This Membership Agreement is for purchasing products at a discount within the discounted levels purchased. When reselling products purchased, the member or their client **CANNOT advertise the products below MSRP. Any and ALL products are NOT ALLOWED to be advertised or sold on Amazon.**

By signing below, you, the Member acknowledges that you have read and understood this Membership Agreement and to the Terms set forth above.

_____ *Signature*

_____ *Printed Name*

_____ *Company Name (if applicable)*

_____ *Address*

_____ *Date*