



FLASH BRAND LEADER INDEPENDENT DISTRIBUTOR AGREEMENT

This FLASH Brand Leader Independent Distributor Agreement (this "Agreement") is entered into by and between (i) FLASH Servicios Perú S.R.L. ("FLASH"), a company duly incorporated and existing in accordance with the laws of the Republic of Peru and (ii) the person whose name is listed as the applicant on this FLASH Brand Leader Independent Distributor Application and Agreement ("Applicant" or "FBL" and jointly with FLASH the "Parties").

- 1. Representations by Applicant.** I, the undersigned Applicant, represent that (i) I am a Peruvian resident, of legal age, and have the legal capacity to enter into this Agreement and I am identified as indicated in the Application (as such term is defined below); (ii) the Applicant's information submitted in connection with the Application to become a FLASH Brand Leader independent distributor is complete, true and correct; (iii) the Applicant has its own space for the conduct of its business located at the address submitted with this Agreement, has sufficient elements to perform its activities and comply with its obligations; and (iv) the Applicant has read and agrees to be bound with the terms and conditions established herein and in the FLASH Policies and Procedures (the "Policies"), the FLASH Privacy Notice and the FLASH Compensation Plan, and Applicant wishes to enter into this Agreement for the purpose of becoming a FLASH Brand Leader. As used in this Agreement, "FLASH Brand Leader" means a FLASH Brand Leader independent distributor party to this Agreement. "Brand Leader" means a FLASH Brand Leader or, as may be appropriate in the context, a brand leader or independent business owner contracted with a FLASH parent, subsidiary, or affiliated company, in a similar manner to a FLASH Brand Leader (each, a "Related Company" or "FLASH Related Company").
- 2. Purpose.** This Agreement governs the independent business relationship between FLASH and the Brand Leaders, and establishes the terms and conditions under which the Brand Leaders are authorized to market end user services offered by or through FLASH (such services sometimes referred to herein as "FLASH Services"). This Agreement incorporates by reference as if fully set forth herein (i) the FLASH Brand Leader Independent Distributor Application (the "Application"), (ii) the Policies (the "Policies") (iv) the FLASH Privacy Notice and (v) the FLASH Compensation Plan (the "Compensation Plan"); which are available for review at www.flashperu.pe and are hereby incorporated herein. By signing this Agreement, the Applicant hereby represents and agrees to comply with, and be bound by all of the terms and conditions set forth in this Agreement.
- 3. Becoming a FLASH Brand Leader.** The first step to becoming a FLASH Brand Leader is for Applicant to complete the application process online at www.flashperu.pe. The date the initial application is processed and conditionally accepted by FLASH is the "Effective Date". At Effective Date Applicant will be assigned a FLASH Brand Leader number and may be placed in "pending" status. While in pending status, Applicant may market FLASH Services and use Applicant's FLASH Brand Leader number to enroll additional applicants; however, Applicant will not be entitled to payment of any commissions, bonuses, or other payouts, in accordance with the Compensation Plan unless and until Applicant has been finally accepted by FLASH as an active FLASH Brand Leader Applicant's status is changed from "pending" to "active" by FLASH, and Applicant complies with the other conditions to payment specified in this Agreement. To be finally accepted as an active FLASH Brand Leader, Applicant must complete the application process online at www.flashperu.pe and pay the enrollment fee within the time frames specified by FLASH, for the amount of **S/.995 (VAT included)**. There are no purchase or payment requirements to become a FLASH Brand Leader beyond the enrollment fee, which includes among others, the enrollment kit, an online Back Office, a personalized online storefront, videos and informative manuals, and the license to promote FLASH Services and the products and services offered by or through any FLASH Related Company where they currently operate and allow Brand Leaders to market products and services, with an authorized use of the trademarks in all social media as limited by this Agreement and subject to the Policies. No other purchase of informative materials or other products or services is required. Applicant acknowledges and agrees that FLASH reserves the right to finally accept or reject the application

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to become an active FLASH Brand Leader in its sole discretion, and if FLASH elects not to finally accept Applicant as a FLASH Brand Leader for any reason, then this Agreement will be automatically terminated without further notice, Applicant's pending position will be deactivated, Applicant will not become a FLASH Brand Leader, and Applicant will not be entitled to payment of any commissions, bonuses, reimbursement or other payments of any kind.

Applicant may request of FLASH the cancellation of the FLASH Brand Leader application process within ten (10) days after the Effective Date ("Cooling Off Period") by following the instructions in Flash's Back Office accessible through www.flashperu.pe or by contacting the Brand Leaders Support Center. If the BL decides to cancel its application process, Flash will process the request and provide full refund of the Enrollment Fee within 21 days after the cancellation request was successfully submitted. Once the cancellation request is submitted to Flash, BL's Business ID and all access to the Flash's platform (including logging into the website, tools, access to information, documents, Legacy Back Office, etc.) will be revoked for the BL. The exercise of the Cooling Off Period is not subject to any payment or penalty for the FLASH Brand Leader.

- 4. Term and Termination.** Upon final acceptance by FLASH, this Agreement shall be valid for a term of one (1) year from the Effective Date, unless sooner terminated as permitted herein. FBL's business relationship with FLASH may be extended for additional one year periods measured from the Effective Date and each anniversary thereof (each, a "Renewal Date") by payment of FLASH's annual renewal fee (the "Renovation Fee") by FBL to FLASH for the amount of S/.150 (VAT included). FLASH allows a 30-day grace period following the FBL's last Renewal Date to pay the Renovation Fee during which the FBL may continue to operate the FBL's position. If the FBL does not pay the Renovation Fee within this grace period, the FBL's position will be placed on hold. The FBL may still renew this Agreement until the first anniversary of the Renewal Date (the "Renewal Period"), but the FBL may not operate the FBL's business or receive compensation after the grace period until this Agreement is renewed. The Renovation Fee is for FLASH services provided by FLASH for FLASH Brand Leaders, which include but are not limited to tracking of personal customers, tracking of downline Brand Leaders, and support services, including but not limited to hosting of FBL's online storefront, materials and information on the Brand Leader Back Office, and access to the Customer Care Center. FBL hereby declares that FBL understands and agrees that by renewing this Agreement, FBL will be bound by the terms of the then-current FLASH Brand Leader Application and this Agreement, including the Policies, FLASH Privacy Notice, and FLASH Compensation Plan, which form a part of this Agreement. Failure by FBL to renew within the Renewal Period shall result in an immediate termination of this Agreement without further notice. FBL may unilaterally terminate this Agreement for any reason, at any time, by sending FLASH written notice at least three (3) working days in advance of the termination date. Notwithstanding any termination by FBL, FBL understands that FBL will not receive any refund of the enrollment fee, unless it is a refund requested within the Cooling Off Period. In the event FBL breaches any obligation contained herein, including violating the Policies, FLASH may terminate this Agreement by sending a written notice to FBL, in accordance with Article 1429° of the Peruvian Civil Code. Upon sending such notice by FLASH, FLASH Brand Leaders' Business ID and all access to the Flash's platform (including logging into the website, tools, information, documents, Legacy Back Office, etc.) will be suspended for the FBL and FBL shall be prohibited from conducting any FBL business. Upon effectiveness of termination, such access will be permanently revoked for the FBL. However, those rights and obligations which by their nature are intended to survive termination of this Agreement shall survive, including without limitation the provisions governing dispute resolution, indemnification, non-solicitation, and confidentiality.
- 5. Independent Contractor.** FBL acknowledges and accepts the following: (i) that as a FLASH Brand Leader, FBL is an independent contractor responsible for its own business and not an employee of FLASH or FLASH Related Companies or any carrier, supplier, service provider or other party with whom FLASH or any FLASH Related Company transacts or contracts business (other than FBLs, "FLASH Providers"); (ii) FBL is free to select its own means, methods and manner of operation and is free to choose the hours and location of its activities under this Agreement, subject only to the terms of this Agreement; (iii) FBL must maintain its own space for the conduct of the business,

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and must maintain its own sufficient elements to perform the activities and comply with the obligations; (iv) There is no subordination or economic dependency between FLASH and FBL's rights and obligations under this Agreement are governed by and construed in accordance with the Peruvian Civil Code and therefore the position of FLASH Brand Leader as an independent distributor shall not be construed as creating a relationship of employee-employer, agency, partnership, franchise, joint venture or labor relationship, between FLASH and any FLASH Brand Leader, any FLASH Related Company or FLASH Providers. Hence FBL is not entitled to holidays, vacations, disability, insurance, social security, pensions or retirement plans, or any other benefits offered or provided by FLASH to its employees; (v) FBL is solely responsible for paying any and all expenses FBL incurs to conduct the activities as a FLASH Brand Leader and obtaining any business licenses or insurance required by regulations or authorities to conduct the business; and (vi) FBL has sole financial responsibility for any taxes generated due to the activities as a FLASH Brand Leader, including but not limited to filing of any applicable tax returns and making all the applicable tax payments for conducting the business. FBL's business relationship is with FLASH and not with any FLASH Related Companies or any FLASH Provider. FBL has no power or authority to bind FLASH or the FLASH Related Companies or the FLASH Providers, either directly or indirectly. FBL agrees that FBL shall not take any action inconsistent with this limit of authority, including asserting or representing in any manner that it is an agent, legal representative or employee of FLASH, any FLASH Related Companies, or any FLASH Provider. FBL shall indemnify and promptly reimburse FLASH for any losses, costs, expenses, or other liabilities incurred by FLASH arising from or relating to any claim of employment in violation of this Agreement.

- 6. Non-guaranteed profits.** FBL acknowledges that as a FLASH Brand Leader, FLASH does not (i) guarantee any income, and (ii) assure any profits or success. FBL hereby certifies that no claims of guaranteed profits or representations of expected earnings that might result from FBL's efforts as a FLASH Brand Leader have been made by FLASH or the Brand Leader who recruited the FBL. FBL shall not represent directly or indirectly that any person may, can, will earn or has earned any stated amount of income or that any FLASH Brand Leader is guaranteed success. Any success achieved will be based solely upon the FLASH Brand Leader's effort, commitment and skills.
- 7. Advancement to Higher Qualification Levels.** FBL acknowledges and agrees that a FLASH Brand Leader's advancement to higher qualification levels in the Compensation Plan is based upon the purchases of FBL's personal customers and the personal customers in FBL's network of Brand Leaders. FBL acknowledges and agrees that (i) FBL is not obligated to purchase FLASH Services; (ii) if FBL chooses to sponsor others to become Brand Leaders, FBL will not receive any compensation whatsoever for the act of sponsoring or recruiting; and (iii) FBL will be compensated based upon the activities of other Brand Leaders only to the extent of sales of products and services made to the recruited Brand Leader's customers.
- 8. FLASH Payments.** The Compensation Plan provides FBL the opportunity to earn commissions and bonuses based on the purchase of certain products and services by FBL's personal customers, and the personal customers in FBL's network of Brand Leaders. Any commissions, bonuses, or other compensation FBL is eligible to receive hereunder ("FLASH Payments") will be based upon fulfilling the terms of eligibility and qualification set forth in the Policies and the Compensation Plan. FBL acknowledges and agrees that FLASH reserves the right to vary or change the eligibility requirements and criteria for earning FLASH Payments by posting changes to the Policies or Compensation Plan at **backoffice.flashperu.pe**, and no further notice of such changes shall be required. FBL understands that as a FLASH Brand Leader, it must place primary emphasis upon the sale of FLASH Services to customers. FBL's rights to receive FLASH Payments will be generated only when the amount to be paid to FBL exceeds the minimum payment amount set forth in the Policies, and will be forfeited in the event FBL has not met the minimum payment amounts at the time this Agreement is terminated. The FLASH Payments should never be deemed as a "salary" or "remuneration" since it is a retribution for the provision of the independent multi-level marketing services regulated under the Peruvian Civil Code.

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- 9. FLASH Services.** FBL understands and agrees that FLASH Services are offered on terms and at rates determined by FLASH or FLASH Providers, which may change from time to time without notice, and that distribution of the FLASH Services outside of Peru is prohibited. FBL agrees not to make any representation, warranty, or guaranty regarding the FLASH Services on behalf of FLASH or any FLASH Provider, other than the ones granted by FLASH or the applicable FLASH Provider according to the Peruvian applicable Law. FBL acknowledges and agrees that FLASH, the FLASH Related Companies, and the FLASH Providers are the sole owners of all of their respective trademarks, trade names, copyrights and other intellectual property rights, including all names, logos, packaging, and marketing materials (the "FLASH Intellectual Property"), and that the FLASH Intellectual Property may not be used in any form except as provided in the Policies or otherwise previously and expressly approved by FLASH.
- 10. Intermediaries.** FBL shall not, directly or indirectly, solicit customers for or sell, market or promote the FLASH Services through any person other than as specifically permitted in writing by FLASH.
- 11. Conduct as a Brand Leader.** By executing this Agreement, and among the other obligations that are included herein, FBL is obliged to: (i) not engage in or perform any fraudulent, corruption, misleading, deceptive or unethical practices; (ii) abide by all applicable laws, rules, and regulations governing FBL actions as a Brand Leader and the sale or solicitation of the FLASH Services, including but not limited to, obtaining and maintaining any permits and licenses required to perform under this Agreement; (iii) comply with the Policies and not make disparaging, false or misleading statements regarding the FLASH Services, other Brand Leaders, or concerning FLASH, any the FLASH Related Company, or any FLASH Provider; (iv) keep accurate records which FLASH may inspect upon request, for a minimum of a two year period; (v) timely pay for all amounts owed to FLASH or any FLASH Related Companies, and agree that FLASH may offset any such debt from any FLASH Payments, or any other amounts owed by FBL; (vi) not sell FLASH Services in commercial retail outlets or online except as expressly permitted by FLASH; (vii) not violate any national or local laws or regulations, including laws or regulations prohibiting street selling; not sell the FLASH Services to third parties who intend to resell such FLASH Services; (viii) cooperate with any investigation by FLASH with respect to FBL's breach of this Agreement or FBL's conduct as a Brand Leader (the "Investigation"). The breach of the affordedmentioned obligations will be caused for immediate termination of this Agreement, as established in article 1430° of the Peruvian Civil Code. During any Investigation FBL understands that its rights under this Agreement may be suspended and any FLASH Payments which may be otherwise owing to FBL may be held provided that such FLASH Payments are due on, or after the date the breach by the FBL was performed. If the breach can't be proved during the course of the Investigation, FLASH will release the FLASH Payments owed to the FBL in the terms and conditions governing FLASH Payments. FBL acknowledges and agrees that in the event FLASH determines that FBL has breached this Agreement or violated the Policies, FLASH may terminate this Agreement, in which event FBL will not be entitled to any FLASH Payments of any kind from the date such violation first occurred, and FBL will be obligated to repay FLASH within five (5) business days following the date the termination notice was sent, for any FLASH Payments received after the first date of such violation. Following suspension of FBL or termination of this Agreement, FBL must immediately cease representing himself or herself as a FLASH Brand Leader. FBL agrees to indemnify and hold FLASH, the FLASH Related Companies, the FLASH Providers, and each of their respective shareholders, directors, officers, agents, and employees harmless from any and all claims, damages, and expenses, including any attorney's fees, arising out of my actions or omissions and the actions or omissions of its agents, representatives, officers, directors, and employees in connection with this Agreement. At the request of FLASH, whether made during the term of this Agreement or thereafter, FBL agrees to execute such documents and provide such documentation as FLASH may reasonably deem necessary in order to enable FLASH to evidence and enforce the rights and interests agreed to hereunder.
- 12. FBL's Rights.** FBL has the following rights: (i) to submit to FLASH inquiries or questions related to (a) FLASH Services, and (b) the content, scope, or meaning of any of the Clauses herein, including but not limited to any information related to the Compensation Plan; (ii) obtain clear answers and clarifications to such inquiries which must be sent by FLASH to the FBL's address or email supplied by the FBL, within thirty (30) business days from

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the receipt of the inquiries or questions; (iv) terminate this Agreement in accordance with the provisions of Clause 4 above; and (v) the others established in the Peruvian applicable law.

- 13. Non-Solicitation.** During the term of this Agreement and for a period of one (1) year thereafter, and provided that the customers are FLASH clients, FBL agrees that it shall not (i) directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of FLASH, any Related Company, or any FLASH Provider, whether or not FBL originally procured or brought such customer to FLASH; (ii) directly or indirectly solicit, invite, encourage, recruit, or enroll a Brand Leader, or former Brand Leader whose agreement with FLASH or the FLASH Related Company ended within the prior twelve (12) months, to participate in a network marketing program offered by any other company, whether or not such company offers products and services that compete with the FLASH Services or the products or services offered by or through any FLASH Related Company; or (iii) enter into a direct marketing relationship with any FLASH Provider. All customers solicited by FBL for the sale of FLASH Services or the products or services of any FLASH Related Company are deemed to be customers of FLASH, the Related Company, or the FLASH Provider, as applicable, and not of FBL. Without limiting in any way FLASH's right to pursue all rights and remedies available to it, violation of this covenant and condition will result in, but is not limited to, forfeiture of all rights in any FLASH Brand Leader position and FLASH Payments, including all current and future commissions, bonuses and payments of any kind as penalty for the breach of this provision.

Violation of this section is cause for immediate termination of this Agreement, as established in article 1430° of the Peruvian Civil Code.

- 14. Confidential Information and Personal Data Protection.** FBL acknowledges and accepts that it may receive proprietary and confidential data or information of FLASH, FLASH Related Companies, and FLASH Provider(s), and/or consumer customers or other Brand Leaders which is not publicly known or available to the competitors of FLASH, FLASH Related Companies, or FLASH Providers ("Confidential Information"). Confidential Information also includes without limitation (i) information regarding FLASH or its partner/carrier/supplier/service provider(s), prospective customers, marketing methods, business and technical plans, product information and pricing, and (ii) trade secrets" which shall mean that portion of Confidential Information which constitutes trade secrets as defined by applicable law and including, without limitation, confidential computer programs, software, designs, processes, procedures, formulas and improvements, whether copyrightable or not.

FBL acknowledges and agrees that FBL shall treat such Confidential Information as strictly confidential and that FBL shall not, directly or indirectly use, sell, lend, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such Confidential Information to any person or entity for any purpose other than as authorized by FLASH and the owner of such Confidential Information. FBL must safeguard and maintain the confidentiality of all Confidential Information, including without limitation by not making extra copies, storing in a secure location, until it becomes generally available to the public through no fault of their own or FLASH agrees in writing that such information may be disclosed or is otherwise no longer deemed to be confidential.

All FLASH reports identifying customers and/or FBLs, the FBL's organization, product purchases and product mix and any other information obtained through FBL's Back Office ("Reports"), are the Confidential Information of FLASH, and FBL agrees not to use, disclose, directly or indirectly, to any third party such Reports for any purpose other than developing FBL's FLASH business.

During the term of this Agreement and for a period of five (5) years thereafter, FBL agrees not to disclose any Confidential Information, including information contained in the Reports, to any third party, or use such information to compete with FLASH, or recruit or solicit any Brand Leader or customer listed on the Reports to participate in other multi-level marketing opportunities.

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FBL acknowledge and agrees that, but for this agreement of confidentiality and nondisclosure, FLASH would not provide FBL with the Confidential Information, including the Reports. FBL hereby declares that FBL will observe FLASH's Personal Data Protection Policy available at backoffice.flashperu.pe Violation of this section is cause for immediate termination of this Agreement, as established in article 1430° of the Peruvian Civil Code.

- 15. Limitation of Liability.** IN NO EVENT WILL FLASH OR ANY FLASH RELATED COMPANIES OR ANY FLASH PROVIDERS BE LIABLE FOR ANY INDIRECT LOSSES (LUCRO CESANTE), ARISING OUT OF ANY CAUSE, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY OR THE DELAY, ACT, ERROR OR OMISSION OF FLASH OR ANY FLASH PROVIDER, OR THE DELIVERY, NON-DELIVERY, DISCONTINUATION, OR MODIFICATION OF ANY PRODUCT OR SERVICE BY FLASH OR ANY FLASH PROVIDER, EVEN IF FLASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FBL assumes all risk and responsibility for traveling to and from and participation in any FLASH events, activities, or other informative gatherings, and for the use of any FLASH property.
- 16. Warranty Disclaimer.** FLASH AND FLASH PROVIDERS GRANT NO WARRANTIES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FLASH, ANY FLASH PROVIDER, OR THEIR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE FOREGOING WARRANTY.
- 17. Errors, Omissions, and Delays.** FBL acknowledges and agrees that FBL must report any purported errors in FLASH Payment calculations, Reports, orders, charges, or other information to FLASH within thirty (30) calendar days of the date of the purported error, and FLASH will not be responsible for any errors not reported in this time frame. FLASH shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as strikes, riots, war, fire, death, curtailment or interruption of a source of supply, government decrees or laws, or when performance becomes impracticable.
- 18. FBL Information and Domiciles.** FBL agrees to promptly notify in writing FLASH of any changes to the information submitted in connection with the FLASH Brand Leader Independent Distributor Application and Agreement, and FBL designates the address and email indicated therein as its address and email to receive notices. By providing an email address and/or mobile phone number to FLASH, FBL agrees to receive email messages, SMS texts, and similar communications from FLASH.
- 19. Assignment.** FBL may not assign or transfer this Agreement without the prior written consent of FLASH, which may be withheld, conditioned, or delayed at FLASH's sole discretion. FBL shall verify the conditions of assignment set out in the Policies.
- 20. Notices.** Any notice or other written communication under this Agreement shall be delivered at Avenida Primavera 517, Office 405, San Borja, Lima.
- 21. No Waiver and Severability.** FLASH reserves the right at its sole discretion to exercise any remedy available to it and require FBLs to comply with this Agreement and all applicable policies, and any failure or delay by FLASH in exercising such rights and remedies will not be deemed as a waiver of such rights or remedies. If any provision of this Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason, the validity of the remaining provisions or portions thereof shall not be affected thereby and such authority should reform this Agreement to the extent necessary to render the otherwise unenforceable provision or portion thereof valid and enforceable.
- 22. Jurisdiction and Applicable Law.** In the event of a dispute arises between FBL and FLASH as to their respective rights, duties and obligations arising out of this Agreement or the Policies or in the event of a claim of breach of this Agreement and the Policies by either party, such dispute shall be exclusively settled by arbitration under the organization and administration of the Camara de Comercio de Lima and in accordance with its statute and rules, to which the parties submit unconditionally. The arbitral award shall be final and will not be open to appeal. The applicable law for any and all disputes shall be the applicable legislation of the Republic of Peru. Under no circumstance will a Flash Brand Leader who is terminated for breach of this Agreement and/or the Policies or

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any obligation related to FLASH Brand Leader position, be entitled to any refund of their enrollment fee, or be allowed to transfer their customers or their Flash Brand Leader position to another party. This FLASH Brand Leader

Independent Distributor Agreement, including the Policies, are governed by Peruvian Law. This provision shall not restrict FLASH from seeking immediate precatory measures before any competent court to safeguard and protect FLASH's interest.

23. Amendments. FLASH fully reserves its right to amend this Agreement, including the Policies, the Privacy Notice, and the Compensation Plan, at any time by posting the revisions on the FLASH website backoffice.flaashperu.pe. FBL accepts such right and agree that any such changes are incorporated as part of this Agreement, and FBL agrees to regularly check the FLASH website for such revisions. Any such changes made by FLASH may apply: (1) upon the date of execution or posting of the amendments or amended document on the FLASH website, or (2) prospectively to some specified date in the amendment or amended document. No amendment shall apply retroactively. By continuing to accept benefits hereunder, including but not limited to the receipt of FLASH Payments, purchase of FLASH Services using FBL discounts, and utilizing the Back Office, FBL affirms its acceptance of this Agreement, including the Policies, the Privacy Notice, and the Compensation Plan, and any amendments thereto. This Agreement, including the Application, the Policies, the Privacy Notice, and the Compensation Plan, constitutes the entire agreement between the parties hereto regarding the subject matter hereof and shall not be modified or amended except as described herein. In the event of a conflict between this FLASH Brand Leader Application and Agreement, the Policies, the Privacy Notice, and/or the Compensation Plan, this FLASH Brand Leader Application and Agreement shall prevail.

24. Counterparts. This Agreement may be executed by the Parties hereto on separate counterparts, all of which shall together constitute one and the same instrument. Execution of a counterpart to this Agreement by electronic signature shall be as effective as delivery of a manually signed original