

RefrMe Independent Business Owner Agreement

General Terms and Conditions

1. Purpose of this Agreement

This Independent Business Owner Application and Agreement (“Agreement”) sets forth the conditions under which a person may participate as an RefrMe Independent Business Owner (“IBO”) and obtain the right to promote and sell RefrMe Services and promote the RefrMe Opportunity. This Agreement is made up of the Application, these General Terms and Conditions, the Policies and Procedures, the Compensation Plan, the Privacy Policy, and may in the future incorporate any supplementary documents provided to the IBO by RefrMe.

2. General Provisions

(a) IBOs are compensated and promoted based on the successful promotion and sale of RefrMe Services to Customers in accordance with these General Terms and Conditions and the Compensation Plan. Success as an IBO is based on the IBO’s individual efforts and abilities, and no earnings, profits, or business success are promised or guaranteed. No compensation is earned for the promotion of the RefrMe Opportunity or the sponsorship of new IBOs.

(b) The contract terms, services and products, trading schemes, and compensation systems of direct marketing companies are not subject to prior review or approval by any government agency.

(c) The person submitting this Application and Agreement confirms that the IBO is authorized to enter into an Agreement with RefrMe and that the Individual or Primary Contact Person identified in the Application (1) is at least 18 years of age; (2) is a citizen or legal resident of South Africa; and (3) has authority to work in South Africa.

(d) Your Activity under this Agreement shall be centered in South Africa; however, You may be able to promote RefrMe Services and the RefrMe Opportunity in any country in which the RefrMe Group operates subject to these General Terms and Conditions and compliance with applicable laws and regulations in such countries.

(e) You have the right to withdraw from this Agreement and get your money back for 14 days in accordance with clause 12.

3. Definitions

Capitalized terms have the following meanings unless the context requires otherwise:

(a) RefrMe, We, or “Us, means RefrMe South Africa Limited, Companies Registration Office No. 2020 / 634760 / 07, with its registered office at 3375 Headstander, Kaalfontein, Midrand or, if the context requires, another member of the RefrMe Group. RefrMe Group, means all legal persons under common ownership with RefrMe Limited.

(b) RefrMe Business Tools, means training and marketing materials produced by RefrMe or by an RefrMe Business Partner exclusively for RefrMe and available for purchase by Independent Business Owners from the RefrMe Business Tools website and mobile application.

(c) RefrMe Business Partner, is a person with whom the RefrMe Group contracts for the provision of RefrMe Services RefrMe Business Tools, or the RefrMe Opportunity. Independent Business Owners are not RefrMe Business Partners.

(d) RefrMe Opportunity, means the business opportunity provided by RefrMe to promote and sell RefrMe Services and the RefrMe Opportunity.

- (e) RefrMe Services, mean services offered to Customers by the RefrMe Group, an Independent Business Owner, or an RefrMe Business Partner.
- (f) Compensation Plan, means the current country-specific commissions and bonuses plan by which an Independent Business Owner is remunerated by RefrMe for successfully promoting, selling or installing RefrMe Services. Amounts earned for sales of RefrMe products by an Independent Business Owner directly to a Customer are not part of the Compensation Plan.
- (g) Customer, means a person who purchases RefrMe Services from RefrMe or an Independent Business Owner.
- (h) Customer Contract, means an agreement between (1) a Customer and (2) RefrMe or an RefrMe Business Partner for the purchase of RefrMe Services. Agreements between an IBO and a Customer are not Customer Contracts for the purpose of this Agreement
- (i) Distributorship,, “Activity” or “Position” means your business activity as an IBO.
- (j) Downline, means an Independent Business Owner’s sales organization and may include directly-sponsored Independent Business Owners and people sponsored by those Independent Business Owners.
- (k) DSASA, means the Direct Selling Association of South Africa.
- (l) Effective Date, means the date that an Independent Business Owner Application is accepted by RefrMe and the IBO is notified of such acceptance.
- (m) Home Country, means the country in which a Distributorship is originally established.
- (n) IBO Starter Fee, means the required one-time payment that gives you the right to promote and sell RefrMe Services and RefrMe products and to promote the RefrMe Opportunity in any country in which the RefrMe Group operates.
- (o) Independent Business Owner” or “IBO” means an individual or business entity that enters into an Agreement with RefrMe for the promotion and sale of RefrMe Services and the RefrMe Opportunity. “You” refers to the IBO entering into this Agreement.
- (p) Intellectual Property, means all trademarks, service marks, trade names, logos, copyrighted materials, know-how, business documentation, operation methods, processes and systems, and other proprietary rights owned by any member of the RefrMe Group.
- (q) Model Withdrawal Form, means a template form provided by RefrMe which can be used by IBOs to exercise their right of withdrawal under clause 12.1.
- (r) Term, means (1) the period starting on the Effective Date and expiring 12 months from the date the IBO paid the IBO Starter Fee (the Initial Term,) or (2) any 12-month renewal period (Renewal Term,).

4. IBO Status

An IBO is a self-employed independent contractor and is not an employee, partner, or legal representative of RefrMe. An IBO may select their own means, methods and manner of work and may choose the hours and locations of their activities, subject to the obligations of this Agreement. An IBO conducts business for their own account and is responsible for all expenses, debts, and liabilities incurred in the operation of the IBO’s Distributorship. RefrMe shall not be responsible for paying or reimbursing any such costs. An IBO’s compensation is based on the successful promotion and sale of RefrMe Services and not on the amount of time worked. An IBO may not take the following actions in the name of or on behalf of RefrMe: (a) incur obligations, debts, or liabilities; (b) sign any documents; (c) collect monies from Customers or

IBOs; or (d) take any actions that could impose any obligation vis-à-vis a third party. An IBO agrees that the activities conducted by it under this Agreement are not intended as the IBO's main source of income and shall in no event be considered the IBO's primary activity. An IBO who joins RefrMe can promote and sell RefrMe Services and. IBOs can also promote the RefrMe Opportunity and directly sponsor IBOs in any country in which the RefrMe Group operates provided that they comply with local laws, regulations and DSA codes.

5. Financial Obligations of IBOs

An IBO's only financial obligation to RefrMe during the Initial Term is the payment of the IBO Starter Fee of R 250. An IBO's only financial obligation during a Renewal Term is the payment of the renewal fee of R 121.77 inclusive of VAT ("Renewal Fee"). An IBO is not required to purchase RefrMe Services, RefrMe products, or RefrMe Business Tools. If an IBO purchases RefrMe Services or RefrMe products, the IBO is subject to the terms and conditions of the applicable Customer Contract; provided that, if the IBO fails to pay for RefrMe Services or RefrMe products, RefrMe may, in addition to any remedies in the Customer Contract, (a) offset amounts owed from any remuneration due to the IBO under this Agreement; (b) impose reasonable penalties and statutory interest; and (c) initiate a compliance investigation under clause 21.

6. Use of Intellectual Property

The RefrMe Group is the owner of all Intellectual Property. By this Agreement RefrMe gives IBOs a non-exclusive license to use the Intellectual Property for the purpose of promoting and selling RefrMe Services, and the RefrMe Opportunity, as further specified in this Agreement and the Policies and Procedures. This Agreement does not convey any other rights to the Intellectual Property. IBOs may not alter the Intellectual Property or any materials containing it without RefrMe's prior written approval. Unauthorized use of the Intellectual Property is a violation of this Agreement and may be unlawful. The right of use granted by this clause 6 may be terminated by RefrMe at any time without notice and shall end upon termination of this Agreement.

7. Use of Marketing and Training Materials

IBOs may only use printed and electronic materials that are produced or approved by RefrMe to promote or sell RefrMe Services, RefrMe products, and the RefrMe Opportunity and to train other IBOs. IBOs may not make a profit from the sale or resale of marketing or training materials, whether produced by RefrMe or the IBO, but IBOs may charge for such materials in an amount intended solely to recover the IBO's direct costs.

8. Promotion of RefrMe Services RefrMe products and the RefrMe Opportunity

IBOs may use only direct selling and relational marketing to promote RefrMe Services, RefrMe products, and the RefrMe Opportunity. IBOs shall adhere to the highest ethical standards and all applicable laws and regulations. IBOs are responsible for complying with all local, national and international laws, regulations, and industry codes applicable to the IBO's Activity. Without limiting the generality of the foregoing, IBOs shall:

- identify themselves as an RefrMe Independent Business Owner to prospective Customers and IBOs and inform them that RefrMe is a member of the DSASA;

- provide full, truthful, and clear information about RefrMe and the terms, conditions, and prices of RefrMe Services and the RefrMe Opportunity and about RefrMe's after-sales service;
- not use misleading, deceptive, or unfair sales practices or make false, misleading, or exaggerated claims about RefrMe products, RefrMe Services, or the RefrMe Opportunity.
- present the RefrMe Opportunity as nothing less than an equal opportunity regardless of ethnic background, sexuality, gender, nationality or religious or political beliefs;
- not promote, discuss or offer RefrMe products, RefrMe Services, the RefrMe Opportunity or RefrMe, its staff and IBOs in general together with any religious, spiritual or political organizations or individuals which implies any business or social association between RefrMe and the organization or individual;
- only make such claims about RefrMe Services , RefrMe products, and the RefrMe Opportunity as are contained in official RefrMe materials or otherwise unauthorized by RefrMe;
- advise potential Customers and IBOs of their right to withdraw from a Customer Contract or an Independent Business Owner Application and Agreement;
- provide Customers and new IBOs with access to and copies of any required documents, including the Customer Contract or the Independent Business Owner Application and Agreement, the, terms and conditions, the prices, and an invoice; and
- provide heightened protection to vulnerable persons.

When promoting and selling RefrMe Services, IBOs shall ensure that prospective Customers have the opportunity to review the terms and conditions and price lists for the RefrMe Services that they intend to purchase prior to submitting an order. For a Customer who does not purchase RefrMe Service online from RefrMe, IBOs shall provide the following documents and information to the Customer at the time of purchase: (1) a written copy of the Customer Contract (including the terms and conditions, and the prices); (2) an invoice; and (3) the Model Withdrawal Form and Instructions. Upon request IBOs shall provide a copy of the DSASA Consumer Code of Practice to customers. Copies of these documents are available in the IBO Back Office. When promoting the RefrMe Opportunity, IBOs shall ensure that prospective IBOs have the opportunity to review these General Terms and Conditions, the Policies and Procedures, and the Compensation Plan prior to submitting an Application. IBOs shall inform prospective IBOs that success as an IBO depends on the successful promotion and sale of RefrMe Services to Customers. IBOs shall not make any representation, promise or guarantee that prospective IBOs may or will obtain any specific earnings, profits, or business success or that such earnings, profits, or business success are easily achievable. An IBO's failure to adhere to the provisions of this clause 8 will subject the IBO to compliance action under clause 21. An IBO shall indemnify RefrMe pursuant to clause 17 if RefrMe incurs any financial or other liability as a result of the IBO's non-compliance with this clause 8.

9. Ethics and Compliance with Law

The promotion and sale of RefrMe Services and the RefrMe Opportunity is subject to governmental regulation by local, national, and European governmental authorities. IBOs shall adhere to all applicable laws and regulations when promoting RefrMe Services and the RefrMe Opportunity. This obligation includes, but is not limited to: • compliance with all laws, regulations, and industry codes applicable to the promotion

and sale of RefrMe Services and the RefrMe Opportunity, including consumer protection, direct selling, distance selling, telecommunications, and data protection rules;

- obtaining any permits, trade licenses, or registrations, including visas and work authorizations, required in any country in which an IBO chooses to operate their business;
- maintaining accurate and complete records (such as order forms, invoices, and receipts) in connection with the operation of the IBO's business;
- making all registrations, notifications, and filings necessary to ensure the proper assessment and payment of taxes (including personal and corporate income tax, national or local business taxes and VAT), governmental fees, and social contributions (such as social security and pensions); and
- adherence to the DSASA Consumer Code of Practice (available at www.dsasa.co.za), and the Direct Selling Association code of conduct for any country in which the IBO operates (whether or not is a member of the Direct Selling Association in such countries). RefrMe may request documents or information from an IBO at any time to verify the IBO's compliance with this clause 9. An IBO's failure to cooperate with such a request may result in compliance action under clause 21. An IBO shall indemnify RefrMe pursuant to clause 17 if RefrMe incurs any financial or other liability as a result of the IBO's non-compliance with this clause 9.

10. Compensation

IBOs are compensated and promoted to higher positions in accordance with the then-current Compensation Plan and based on the successful sale of RefrMe Services by IBOs and the IBOs' Downline. An IBO understands and acknowledges that success as an IBO is determined by the IBO's own efforts and abilities and that an IBO is not guaranteed any specific earnings, profits, or business success. An IBO confirms that neither RefrMe nor another IBO has promised or guaranteed specific earnings, profits, or business success. **NO COMPENSATION IS EARNED FOR THE PROMOTION OF THE RefrMe OPPORTUNITY OR THE RECRUITMENT OR SPONSORING OF NEW IBOS.** An IBO expressly agrees that the Compensation Plan may be modified by RefrMe without prior notice and that any such change does not give rise to a claim for damages by The IBO against RefrMe. The IBO's continuation of Activity pursuant to this Agreement following a change to the Compensation Plan shall be deemed acceptance of such change. An IBO acknowledges that the IBO must have an active Distributorship at the time compensation is paid in order to receive payment. An IBO confirms that the provisions of this clause 10 are reflected in the consideration provided under this Agreement and in the decision by the IBO to enter into this Agreement. Amounts earned by IBOs for retail sales of RefrMe products by IBOs to Customers do not form part of the Compensation Plan.

11. Invoices and Payment of Compensation

An IBO and RefrMe agree to use self-billing for the services rendered by the IBO to RefrMe. The IBO authorizes RefrMe to prepare and issue invoices (Invoices) in the name and for the account of the IBO. Invoices will be prepared and issued electronically by RefrMe following the end of the relevant reporting period. RefrMe shall notify the IBO by email that an Invoice is available. If the IBO does not object to an Invoice within 3 days of the issue date, the Invoice will be deemed accepted by the IBO and sent back to RefrMe for payment. The parties agree that this delivery

method constitutes acceptance of the Invoice. RefrMe shall issue sequentially numbered invoices using a number block assigned to the IBO. The IBO acknowledges that a fee will be applied for processing payments to the IBO. RefrMe shall use reasonable measures to ensure the authenticity of origin and integrity of content of Invoices, including (a) limiting access to Invoices to authorized RefrMe personnel; (b) requiring IBOs to use a unique user ID and password to access Invoices; and (c) employing other technical means to prevent unauthorized access to or alteration or deletion of Invoices. IBOs shall not modify or delete any Invoice and shall prevent unauthorized access to Invoices using an IBO's login details. An IBO shall promptly inform RefrMe of any change to their name, address, VAT registration, or other details that may affect the issuance of Invoices. If an IBO is or becomes registered as a VAT payer and fails to inform RefrMe of such registration, RefrMe shall have no financial or other responsibility with respect to previously issued invoices and no obligation to re-issue Invoices.

12. Ending this Agreement

12.1. Cancellation Revocation During the Withdrawal Period

You may withdraw from this Agreement within 14 days of the Effective Date (Withdrawal Period) without giving a reason. to exercise your right of withdrawal, You must send the completed Model Withdrawal Form or other written communication to RefrMe before the end of the Withdrawal Period. If You have purchased Your Business Assistant or Downline Reporting, RefrMe will automatically terminate those subscriptions and refund any amounts paid by You for such services. If You purchased RefrMe products, RefrMe Services, or RefrMe Business Tools, You may separately revoke such purchases without giving a reason and provided that the products have not been used or opened and are in a resalable condition as required by the applicable terms and conditions for such purchases.

12.2. Termination Following the Withdrawal Period

After the expiration of the Withdrawal Period, an IBO may terminate this Agreement upon 14 days written notice to RefrMe. If You purchased RefrMe Services, RefrMe products, or RefrMe Business Tools You may separately return such purchases in accordance with clause 13.3.

12.3. Termination of this Agreement by RefrMe

RefrMe may terminate this Agreement at any time in writing upon 14 days' notice to an IBO or immediately if an IBO breaches this Agreement or the Policies and Procedures. In that event You may return purchases in accordance with clause 13.2.

12.4. Exclusions

This clause 12 does not apply to RefrMe Services or RefrMe products purchased by an IBO as a Customer. An IBO's rights with respect to those purchases are governed by the terms and conditions applicable to such purchases.

13. Returns and Refunds Policy

13.1 Returns and Refunds During the Withdrawal Period

If You exercise your right of withdrawal under clause 12.1, RefrMe will refund any amounts paid by You for the IBO Starter Fee (including VAT and the outbound shipping costs) in accordance with clause 13.5. You may also return any RefrMe

products purchased during the Withdrawal Period, at your own cost, and receive a refund in accordance with the applicable terms and conditions for such purchases.

13.2 Returns and Refunds up to 30 Days from the Order Date

You may return RefrMe products purchased by You up to 30 days from the date the order has been placed (Order Date) without giving a reason and provided that the products have not been used or opened and are in a resalable condition. You must return the RefrMe products at your own cost. If You exercise your right under the preceding paragraph, RefrMe will refund any amounts paid by You for the RefrMe products (excluding VAT and the outbound shipping costs) in accordance with clause 13.5.

113.3 Returns and Refunds up to 12 Months prior to the Termination Date

If You exercise your right to terminate this Agreement under clause 12.2, You may return RefrMe products purchased by You in the 12 months preceding the date your termination notice is received by RefrMe (Termination Date). You must return the RefrMe products at your own cost. If You exercise your right under the preceding paragraph, RefrMe will issue a refund for the full purchase price of the RefrMe products (excluding VAT & shipping costs) in accordance with clause 13.5 and provided that the RefrMe products:

- are suitable for resale;
- are not past or close to their sell-by date; and
- have not been acquired in violation of this Agreement.

RefrMe may deduct the following amounts from your refund:

- any compensation paid to You in respect of the returned RefrMe products;
- any amounts You owe RefrMe at the time of termination;
- the amount of any diminution in value of the RefrMe products caused by your handling; and
- a handling charge equal to 10% of the purchase price of the returned RefrMe products.

13.4 Returns and Refunds After Termination by RefrMe

If RefrMe terminates this Agreement in accordance with clause 12.3, You may return RefrMe products purchased by You in accordance with clause 13.3. If You exercise this right, RefrMe will refund the costs of returning the RefrMe products to RefrMe and will not deduct the handling charge from your refund.

13.5 Issuance of Refunds

Any refund issued under clauses 13.1 to 13.4 will be paid within 14 days from: • the date the withdrawal or termination notice is received by RefrMe; or

- if You are returning RefrMe products, from the date the RefrMe products have been received by RefrMe.

You forfeit your right to a refund if You do not return the RefrMe products to RefrMe within 21 days from the date of withdrawal or termination. Refunds will be issued using the same means of payment You have used to pay RefrMe, unless we agree otherwise.

13.6 Exclusions

This clause 13 does not apply to RefrMe products purchased by an IBO as a Customer. An IBO's rights with respect to those purchases are governed by the terms and conditions applicable to such purchases.

14. Contractual Liabilities Following Termination

Upon termination of this Agreement, an IBO shall be released from all obligations under this Agreement except for (a) liabilities relating to payments made to the IBO; (b) amounts owed by the IBO for RefrMe products, RefrMe Services, or RefrMe Business Tools that are not eligible for refund under clause 12; (c) the provisions of clauses 8-9, 16-18, and this clause 14. An IBO may not challenge the amount or validity of any settlement agreement or payment arising from this Agreement following termination.

15. Renewal

At the end of a Term, an IBO may request renewal of the Distributorship by completing the renewal procedure and paying the Renewal Fee. Renewal shall constitute a new Agreement between the IBO and RefrMe. If an IBO does not renew, the Agreement shall terminate at the end of the Term (subject to any applicable grace period) and the IBO shall forfeit all rights under this Agreement, including the right to receive future compensation. RefrMe may reject a request for renewal in its sole discretion.

16. Limitation of Liability

RefrMe shall be liable only for direct damages suffered by IBOs in the event of willful or grossly negligent conduct by RefrMe. RefrMe shall not be liable for any other direct or for any indirect damages or losses suffered by IBOs or any other person, including lost profits, resulting from any other act, error, or omission of RefrMe or an RefrMe Business Partner. An IBO confirms that the liability limitations of this clause 16 are reflected in the consideration provided under this Agreement and in the decision by the IBO to enter into this Agreement. For the avoidance of doubt, an IBO expressly agrees that it shall have no claim against RefrMe or any RefrMe Business Partner for (a) discontinuance or modification of any RefrMe Service or RefrMe products; (b) modifications to the terms and conditions of the RefrMe Opportunity, this Agreement, or the Compensation Plan; (c) the refusal or inability by RefrMe or an RefrMe Business Partner to provide RefrMe Services to a Customer; (d) termination of the relationship between a Customer and RefrMe or an RefrMe Business Partner; (e) removal of a Customer from the account of an IBO or a member of the IBO's Downline as a result of compliance or disciplinary proceedings; or (f) changes to an IBO's remuneration or position in the Compensation Plan as a result of compliance or disciplinary actions against the IBO or a member of the IBO's Downline.

17. Indemnification

An IBO shall indemnify and hold harmless RefrMe and RefrMe Business Partners from all liabilities, damages, losses, or claims arising from the IBO's acts or omissions in violation of this Agreement. RefrMe may recover any such liabilities or costs by offsetting such amount from compensation due to the IBO or any available legal means.

18. Loyalty

During the Term of this Agreement and for 90 days following termination, an IBO shall not, directly or indirectly: • solicit, encourage, or entice another RefrMe IBO, whether active or inactive, to participate in a direct selling scheme offered by another company, whether or not the products and services offered by such company are similar to RefrMe Services ;

- take any action to transfer a Customer to a provider of comparable services or products, or to induce a Customer to transfer, whether or not the IBO has promoted RefrMe Services to the Customer; or
- solicit or enter into an employment, marketing, or other contractual relationship with an RefrMe Business Partner. An IBO confirms that the provisions of this clause 18 are reflected in the consideration provided under this Agreement and in the decision by the IBO to enter into this Agreement. Violation of this clause 18 may result in (a) compliance action under clause 21; (b) the suspension or termination of this Agreement by RefrMe for breach; (c) forfeiture of the IBO's rights under this Agreement; and (d) legal or other action by RefrMe against the IBO.

19. Confidentiality

An IBO shall not reveal to any other person any confidential information or Intellectual Property of RefrMe that may come into the IBO's knowledge, including information on the IBO's Downline and any Customers of RefrMe. An IBO shall not use confidential information in a manner that may damage RefrMe.

20. Personal Data

20.1 Collection and Processing of IBO Personal Data

RefrMe collects, maintains, and processes information, including personal data, from IBOs within the scope of the Protection of Personal Information Act (or POPI Act) the General Data Protection Regulation (the "GDPR"), as amended, and in accordance with the Privacy Policy, by electronic and non-electronic means. Personal data is used by RefrMe for (a) the discharge of its duties under this Agreement; (b) calculation and payment of compensation to IBOs; (c) provision of services and products to IBOs; (d) communications to IBOs including marketing opportunities related to RefrMe Services; (e) fulfilment of legal, financial, accounting, and administrative functions; and (f) protection of RefrMe's legal and contractual rights. IBOs' personal data may be transferred to (a) other members of the RefrMe Group; (b) employees, external consultants, and advisors of the RefrMe Group; (c) other IBOs; (d) RefrMe Business Partners; and (e) other recipients permitted by law. Some recipients of IBOs' personal data may be located in countries outside South Africa, the European Union, the United States, which are deemed not to provide equivalent data protection. The GDPR requires that RefrMe provides appropriate safeguards to transfer personal data to countries that do not ensure an adequate level of protection. In order to meet this obligation, RefrMe entered into standard contractual clauses with recipients of personal data in such non-adequate countries. The collection of IBOs' personal data for the above purposes is essential for the discharge of RefrMe's obligations under this Agreement and the conduct of RefrMe's business. Failure by IBOs to provide requested data or the withholding or withdrawal by IBOs of their consent to use such data may result in rejection of the Application or termination of the Agreement.

20.2 Processing of Personal Data by RefrMe

RefrMe agrees (a) to process personal data fairly and lawfully; (b) to take reasonable measures to ensure that personal data are complete and accurate; (c) not to use personal data for any unlawful purpose; (d) to collect only personal data necessary for the purposes set forth in clause 20.1; and (e) to take appropriate measures to secure personal data against access by or disclosure to unauthorized persons. An IBO may exercise their rights under the GDPR to access to and correct or delete personal data in accordance with the GDPR and RefrMe's procedures by contacting RefrMe IBO Services in writing a support@refrme.app or its registered address.

20.3 Use of Personal Data for Marketing Communications and Research

With an IBO's express consent and in accordance with the Privacy Policy, RefrMe may use the IBO's personal data for the purpose of sending commercial and marketing communications to the IBO and for scientific and market research and opinion polls. The IBO's personal data may be transferred to third parties, including other members of the RefrMe Group, other IBOs, and RefrMe Business Partners for these purposes. An IBO may withhold or withdraw their consent for RefrMe to use IBO's personal data for these purposes at any time.

20.4 IBOs Handling Customer and IBO Data

IBOs may have access to personal data of Customers and other IBOs. IBOs shall treat such personal data as confidential information under clause 19 and shall handle such personal data in compliance with the GDPR and this Agreement. IBOs shall provide prospective Customers and IBOs with any privacy information or documentation required by RefrMe or RefrMe Business Partners.

21. Violations of this Agreement by IBOs

Violations of this Agreement by IBOs, including violations of the Policies and Procedures or attempts to take improper advantage of the Compensation Plan, shall be considered a breach of this Agreement and may subject IBOs to legal action and compliance proceedings under the processes set forth in the Policies and Procedures. Disciplinary action for demonstrated violations is at the sole discretion of RefrMe. An IBO agrees that all compliance proceedings and appeals therefrom will be handled exclusively in accordance with the processes set forth in the Policies and Procedures, and the IBO waives their right to seek relief from the courts or any other adjudicative body. An IBO agrees that their Distributorship may be suspended while a compliance investigation is ongoing.

22. Entire Agreement

This Agreement comprises the entire agreement between the IBO and RefrMe. Prior communications, representations, arrangements, express or implied warranties and conditions made by any person concerning this Agreement, whether written or oral, are expressly excluded and are unenforceable.

23. Modification

This Agreement may be modified by RefrMe at any time and without prior notice. Any communication by RefrMe or RefrMe Business Partners to IBOs regarding such changes shall be deemed effective notice, including but not limited to information posted in the IBO Back Office. By continuing to promote RefrMe Services, RefrMe products, or the RefrMe Opportunity after notice, an IBO shall be deemed to have consented to the modification of the Agreement. An IBO confirms that the provisions

of this clause 23 are reflected in the consideration provided under this Agreement and in the decision by the IBO to enter into this Agreement.

24. Notices

Except as provided in clause 23, any notice under this Agreement shall be in writing and sent by post, facsimile, or electronic mail to the address or telephone number designated by the non-notifying party. Any notice period shall commence on the day notice is sent.

25. Assignment

This Agreement is binding upon and inures to the benefit of the heirs, successors, and assignees of RefrMe and an IBO. RefrMe may assign this Agreement to another member of the RefrMe Group at any time. An IBO may not assign or transfer the rights or obligations of this Agreement or the IBO position without the prior written consent of RefrMe.

26. Severability

If any provision of the Agreement is determined to be invalid or unenforceable, in part or in whole, the remaining provisions shall not be affected.

27. Media Contacts

IBOs shall not communicate with any print, radio, television, Internet, or other media outlet on behalf of RefrMe or any RefrMe Business Partner without the prior written approval of RefrMe. Media inquiries regarding RefrMe shall be referred to RefrMe.

28. Waiver

The failure of RefrMe or IBOs to require performance of this Agreement shall not affect the right of the waiving party to require the other party to desist from or remedy any breach of this Agreement and shall not be construed as a waiver by the party of a claim for enforcement of the Agreement or damages for any continuing or future breach.

29. Choice of Law and Venue

This Agreement is subject to the laws of South Africa. Disputes arising under or related to this Agreement or in relation to other agreements between RefrMe and an IBO shall be resolved exclusively by the courts of South Africa.

TRANSITIONAL NOTICE

RefrMe will cease to sell or promote the sale of products with effect from 31 December 2022. IBOs who purchase products from RefrMe prior to that date may resell those products after that date but any such sales will not constitute sales made under the terms of the Compensation Plan and no commissions, bonuses or other compensation will be paid respect of any such sales whether made by the IBO or by a person in the IBO's sales team.