

Everra

USA & UK

Policies & Procedures

SECTION 1 — POLICIES AND PROCEDURES PURPOSE

The purposes of the Policies and Procedures include the following:

- To assist Consultants in building and protecting their businesses;
- To protect the Company and its Consultants from legal and regulatory risks;
- To establish standards of acceptable behavior;
- To set forth the rights, privileges and obligations of the Company and its Consultants; and
- To define the relationship between the Company and its Consultants.

SECTION 2 – COMPANY MISSION STATEMENT

The Company's mission is to empower and amplify the influence of individuals throughout the world with high quality and affordable products, unrivaled financial opportunity, innovative technology and a collaborative community we call family.

SECTION 3 — INTRODUCTION

3.1 Policies and Procedures Incorporated into the Independent Consultant Agreement

These Policies and Procedures, (in their present form and as amended at the discretion of the Company, are incorporated into, and form an integral part of, the Company Independent Consultant Agreement. It is the responsibility of each Consultant to read, understand, adhere to and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Company Consultant Application and Agreement, these Policies and Procedures, and the Company Business Entity Application (if applicable). These documents are incorporated by reference into the Company Independent Consultant Agreement (all in their current forms and as amended by the Company).

3.2 Changes to the Agreement

The Company may amend these Policies and Procedures and thereby amend the Agreement at its discretion, which shall be exercised reasonably and in good faith. Amendments to the Agreement will be effective 30 days after publication of notice (unless otherwise mandated) that the Agreement has been modified. Notification of amendments will be published by one or more of the following methods: (1) posting on the Company's official website; (2) email; (3) inclusion in the Company's periodicals; (4) inclusion in product orders; or (5) other special mailings.

3.3 Provisions Severable

If any provision of the Agreement in its current or amended form is found to be invalid or unenforceable for any reason, the invalid portion(s) of the provision will be severed, and the valid portions will remain in full force and effect.

3.4 Delays

The Company will not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as strikes, labor difficulties, riots, war, fire, death, curtailment or interruption of a source of supply, government decrees or orders, etc.

3.5 Waiver

The Company never forfeits its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. Failure by the Company to exercise any right or power under the Agreement or to insist upon strict compliance by a Consultant with any provision of the Agreement will not result in a waiver of the Company's right to demand exact compliance with the Agreement. In the event that a policy is waived, such waivers must be conveyed, in writing, by the Company. The waiver will apply only to the particular case for which it is given.

3.6 Reliance on Professional Advisors

The Company Consultants should seek advice from their professional advisors about legal, financial, tax, entity structure and other professional matters and should not rely on any such opinions given by the Company.

SECTION 4 — BECOMING A CONSULTANT

4.1 Requirements to Become a Consultant

To become a Company Consultant, each applicant must:

- Read and Agree to abide by the Company Independent Consultant Agreement;
- Be of the age of majority in your state or country of residence;
- Have a valid tax identification number used for reporting taxes to all applicable government agencies;
- Pay the enrollment fee;
- Reside in a geographic area that the Company has officially announced is open for business; and
- Provide accurate and current contact and shipping information.

The Company reserves the right to accept or reject any Consultant Application and Agreement for any reason. To retain his or her status as a Consultant of the Company, each Consultant must maintain current and accurate contact information, including mailing address, email address and telephone number.

4.2 Identification Number

To protect and maintain the confidentiality of government-issued identification numbers, the Company will assign a unique identification or “ID” number to each Consultant. Consultants must use their ID numbers every time they communicate with the Company.

4.3 Consultant Benefits

Once the Company has accepted an Application and Agreement, the benefits of the Company become available to Consultants. These benefits include (but are not necessarily limited to) the right to do the following:

- Re-sell the Company products and services;
- Receive bonuses and commissions, if eligible;
- Sponsor other individuals as Customers and Consultants into the Company business, and thereby build a Marketing Organization;
- Receive periodic the Company literature and other the Company communications specific to compensation;
- Participate in the Company-sponsored support, service, training, and motivational and recognition functions; and
- Participate in promotional and incentive contests and programs sponsored by the Company for its Consultants.

4.4 Term and Renewal of the Company Business

The term of this Agreement is one year from the enrollment date and will automatically renew unless either party terminates this Agreement.

SECTION 5 — PAYMENT AND SHIPPING

5.1 Credit and Debit Cards

Depending on the country of business, the Company accepts most common payment forms including credit cards. In the event that a charge is declined, an order will be voided. Any loss of commissions due to voided or declined orders are born by the Consultant.

5.2 Restrictions on Third-Party Use of Credit and Debit Cards

Consultants are not allowed to permit other Customers or Consultants to use their credit or debit cards or to permit debits from their personal banking accounts in order for other Customers or Consultants to enroll in or make purchases from the Company.

5.3 Sales Taxes

The Company is required to charge applicable sales (not income) taxes (i.e. VAT, Duty, Sales) on all purchases made by Customers and Consultants, and to remit the taxes charged to the respective jurisdictions. Accordingly, the Company will collect and remit taxes on behalf of Consultants. Consultants agree to allow the Company to modify tax collection amounts and requirements as required and/or modified by any government regulations related to taxation.

SECTION 6 — PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

6.1 Product Exchange Guarantee

The Company warrants the quality of its products and shall exchange any defective product subject to the terms and conditions of the Company's Return Policy.

6.2 30-Day Return Policy

A Consultant may return less than an aggregated total of \$250 USD worth of products within a rolling six-month period in unused condition. Any returns shall be net of ALL commissions and Bonuses paid that would NOT have been earned had the returning purchase not been made.

In the event return volume creates less than 0 volume points on any line, such negative volume shall remain on the line of the purchase until positive volume is generated to offset.

A Consultant who returns more than an aggregated total \$250 USD worth of products within a rolling six months in unused condition is a voluntary termination unless otherwise agreed by the Company. As such, the purchase(s) returned shall be subject to any restocking fee and or discount. Additionally, the effect of the return shall be as if the purchase(s) had never occurred. Therefore, the value of the returned items shall be reduced by all commissions, bonuses, trips, incentives, or any other form of pay or remuneration that was given or earned as a result of the purchase(s). Furthermore, since the purchase is negated, based on the return, the very activation of the income position and or subsequent commission qualified cycles may be adversely affected.

6.3 Procedures for All Returns

To assist Consultants with returns, the Company has established the following procedures, which apply to all returns for refund, repurchase or exchange:

- All merchandise must be returned to the Company by the Customer or Consultant who purchased it directly from the Company.
- The return must be accompanied by:
 - » The original packing slip and/or order number; and
 - » The unused portion of the product in its original container.
- Proper shipping carton(s) and packing materials should be used in packaging the product(s) being returned for replacement. Customers and Consultants should use the best and most economical means of returning the package. All returns must be shipped to the Company with the shipping pre-paid. The Company does not accept shipping-collect packages (C.O.D.). The risk of loss in shipping for returned product is solely on the Customer or Consultant. If any returned product is not received by the Company's distribution center, it is the responsibility of the Consultant to trace the shipment. If the returning items are not received by the Company within 30 days from the initial return request, the return will be void.
- Returns must be received by the Company within 10 days from the date on which the Retail Customer returned the merchandise to the Consultant with the corresponding sales receipt.

SECTION 7 — OPERATING THE COMPANY BUSINESS

7.1 Advertising

The Company and its Consultants must safeguard and promote the great reputation of the Company and its products. The marketing and promotion of the Company, the Company products, the Company opportunity must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. To promote the Company's products, services and the tremendous opportunity the Company offers, Consultants must use the sales tools and support materials produced or approved by the Company.

The Company promises that it will always put forth its best effort to develop and produce the most effective sales aids and business tools available. The Company, nevertheless, must always be sensitive to the legal and regulatory requirements of its business. Because of these requirements, it can often be extremely difficult to develop sales aids or business tools that are fully compliant. Consultants must not require or encourage other current or prospective Customers and Consultants to execute any agreement or contract other than the official Company Independent Consultant Agreement in order to become the Company Consultant. Because the laws and regulations that govern product marketing are constantly changing, the Company cannot foresee how the Company and its Consultants will be affected. The Company, therefore, reserves the right to amend this Agreement to ensure compliance with any updated laws and regulations that affect the marketing of its products.

7.1.1 Individually Created Marketing Materials

Consultants may produce individual marketing materials to market and promote the Company, the Company products, the Company opportunity, or their own the Company businesses. Marketing materials include, but are not limited to, brochures, flyers, pamphlets, posters, postcards, letters, classified advertisements, etc. that promote the Company's products and programs, as well as email messages, voicemail recordings and internet websites used to publicize the Company, its products, or its services. The Company reserves the right to disapprove of any marketing materials, and Consultants waive all claims for damages or remuneration arising from a disapproval and recession.

7.1.2 Individually Created Training Materials

The Company strives to keep the training of its Consultants consistent across the entire field of Consultants in order to unify its Consultants and in order to remain compliant with the laws and regulations of the government. Further, the Company is in the business of selling beauty, health and wellness products, not the individual training products of its Consultants. Consultants, therefore, may not sell training materials or sales aids to other the Company Consultants, unless the Company grants an express written exception. Absent such an exception, Consultants may make approved marketing materials available to Consultants free of charge if they wish.

7.1.3 Trademarks and Copyrights

The name of the Company and other names that may be adopted by the Company related to the Company or its products are proprietary trade names, trademarks and service marks of the Company. As such, these marks are of great value to the Company and are supplied to Consultants for their use only in an expressly authorized manner. The Company must be certain the reputation of its brand names will

be revered. The Company, therefore, cannot allow any person or entity, including the Company Consultants, to use the Company's trade names, trademarks, logos, designs or symbols, or any derivatives of such marks, in any unauthorized manner without the Company's express written permission. Regardless of prior written permission, the Company reserves the right to rescind permission to use the Company's trademarks, service marks and copyrights at any time.

The content of all Company-sponsored events is copyrighted material. Consultants may not produce for sale or distribution any recorded Company events and speeches without written permission from the Company, nor may Consultants reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

Consultants must not portray themselves as anything other than the Company Independent Consultants and must not misrepresent themselves as employees or agents of the Company.

7.1.4 Media and Media Inquiries

Consultants must not attempt to respond to media inquiries regarding the Company, its products or services, or their independent the Company businesses. The Company wants to assist Consultants in their responses. All inquiries by any type of media must be immediately referred to the Company's corporate office. This policy is designed to assure that accurate and consistent information is provided to the public, as well as providing the Company and its Consultants with a proper public image.

7.1.5 Unsolicited Email

The Company does not permit Consultants to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by a Consultant that promotes the Company, the Company opportunity, or the Company products and services must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The email must include the Consultant's physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If a Consultant receives an opt-out request from a recipient of an email, the Consultant must forward the opt-out request to the Company.

The Company may periodically send commercial emails on behalf of Consultants. Consultants agree that the Company may send such emails and that individuals' mailing and email addresses will be included in such commercial mailings. Consultants must honor opt-out requests generated as a result of mailings sent by the Company.

7.1.6 Unsolicited Faxes

Consultants may not use or transmit unsolicited faxes in connection with their business.

7.1.7 Telemarketing

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. Although the Company does not consider Consultants to be “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing,” so the inadvertent act of calling or texting someone whose telephone number is listed on the federal do-not-call registry could violate telemarketing laws.

Telephone calls and text messages placed to a prospective Customer or Consultant are permissible under the following situations:

- The Consultant has an established business relationship with the prospect. (An “established business relationship” is a relationship between a Consultant and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Consultant, or a financial transaction between the prospect and the Consultant within the 18 months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.)
- The prospect made a personal inquiry or application regarding a product or service offered by the Consultant within the three months immediately preceding the date of such a call.
- The Consultant receives written and signed permission from the prospect authorizing the Consultant to call. (The authorization must specify the telephone number(s) the Consultant is authorized to call.)
- The person being called is the Consultant’s family member, personal friend or acquaintance. (An “acquaintance” is someone with whom the Consultant had at least a recent, first-hand relationship with in the preceding three months. Bear in mind, however, that if Consultants engage in “card collecting” with everyone they meet and subsequently call them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if Consultants engage in calling “acquaintances,” they must make such calls only on an occasional basis, not making this a routine practice.)

Outside of the type of individuals listed above, Consultants must not engage in telemarketing during the operation of the Company businesses. The term “telemarketing” means the placing of one or more telephone calls or text messages to an individual or entity to induce the purchase of the Company product or service, or to recruit them for the Company opportunity. “Cold calls” or texts made to prospects that promote either the Company’s products or the Company opportunity constitute telemarketing and are prohibited. These include:

- Calls and texts placed using automatic telephone dialing systems or software relative to the operation of a Consultant’s the Company business; and
- Outbound telephone calls and texts to any person that deliver any pre-recorded message (a “robocall”) regarding or relating to the Company products, services or opportunity.

7.1.8 Telephone Directory Listings

Consultants may list themselves as an “the Company Independent Consultant” in the white or yellow pages of a telephone directory, or in online telephone directories, under their own name. No Consultant

may place telephone or online directory display ads using the Company's name or logo. Consultants may not answer the telephone in any manner that might suggest to the caller that he or she has reached the Company corporate offices.

7.1.9 Television and Radio Advertising

Consultants may only advertise on television and radio with the Company's express written approval.

7.1.10 Advertised Prices

To maintain fairness, Consultants may only create marketing material (online or printed) that offer the Company products at the retail price published in the Company's official pricelist. If Consultants would like to offer the Company products at a price lower than retail (but greater than or equal to the price for which they purchased the products), they may do so only when selling individually to their customers, and provided the price is not advertised to be lower than the retail price.

To provide Consultants with the occasional special offer and to take advantage of seasonal trends, the Company may publish and allow limited-time special pricing that Consultants may publish in their marketing materials. These discounted prices may only be advertised during the duration of the Company special. When the special ends, Consultants must revert to advertising the retail price in their marketing materials.

7.1.11 Use of Name and Likeness

Occasionally, Consultants' photographs, names, voices or likenesses may be used in marketing, training, orientation or other company materials. Consultants expressly give permission for their photographs or likenesses to be used by the Company for all reasonable business pursuits, including, but not limited to, marketing, training, orientation and Consultant development materials. In the event the Consultant's Agreement is cancelled, the Company will have the right to continue to use the Consultant's name and likeness to promote the Company products and other business opportunities on any materials or inventories in the Company's possession at the time of cancellation until all materials and/or inventories have been exhausted.

7.2 Online Conduct

The world of online media is so dynamic that it is not possible to cover all new technologies, innovations, outlets or exposure possibilities that currently exist and will exist in the future. The Company, therefore, simply states that any online activities related to the Company by its Independent Consultants must be conducted in a manner that protects the Company and its good reputation. The subsections below identify some of the more common social media outlets and activities. But this list is in no way exhaustive for current or future media. The Company, at its sole discretion, reserves the right to modify these Policies and Procedures to address new and emerging media.

7.2.1 Individual Websites

If a Consultant desires to utilize an internet web page to promote his or her business, he or she may do so through the Company's official website, using an official Replicated Website template. Consultants may develop their own Registered External Websites. Consultants who wish to develop their own non-Replicated Website must receive the Company's express written approval before going live with the

website. Once a website is approved by the Company in writing, it is a Registered External Website. Any changes to the website must be submitted to the Company, and the Consultant must receive the Company's written authorization to make the change before going live with the updated website.

An owner of a Registered External Website must ensure the website's content complies with the Company's Policies and Procedures. It is the Consultant's obligation to ensure his or her online marketing activities are truthful and do not mislead Customers or prospective Consultants in any way. Websites and web promotion tactics that mislead, regardless of intent, will result in disciplinary action. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization ("SEO") tactics, unapproved banner ads, unauthorized press releases, and misleading clickthrough ads (i.e. having the display URL of a PayPer-Click ("PPC") campaign appear to be directed to an official corporate website when it in fact goes elsewhere). The Company will be the sole determiner of whether or not specific activities are deceptive. Any costs attributable to conforming to the Company standards will be the responsibility of the Consultant.

7.2.2 The Company Replicated Websites

Consultants will receive the Company Replicated Website to facilitate online buying experiences for Customers and online enrollments for prospects. Consultants are solely responsible and liable for the content they add (when available) to their Replicated Websites, and they must regularly review the content to ensure it is accurate, relevant, legal and compliant.

Consultants may personalize their Replicated Websites (when available) and may use their Replicated Websites to promote, market and sell the Company products. But non Company products, services or business opportunities must not be included.

Because Replicated Websites reside on the Company's domain (and other domains owned by the Company), the Company reserves the right to receive analytics and information regarding the usage of Replicated Websites.

Consultants may change their default ID and choose a uniquely identifiable website name. However, this name must not:

1. Be confusingly similar to portions of the Company corporate website or any branded websites of the Company;
2. Confuse a reasonable person into thinking they have landed on the Company corporate page;
3. Be confusingly similar to any the Company team name; and
4. Contain any discourteous, misleading or off-color words or phrases that might damage the Company's reputation.

7.2.3 Registered External Website Content

Consultants are solely responsible and liable for their own Registered External Website content and they must ensure that it appropriately represents the Company brand and adheres to the Company Policies and Procedures. Additionally, Registered External Websites must not contain disingenuous popup-ads, promotions or malicious code. Evaluations and corrective actions regarding Registered External Websites are at the Company's sole discretion.

7.2.4 The Company Independent Consultant Disclosure

To avoid confusion, the following elements must be prominently displayed at the top of every page of a Registered External Website:

1. The Consultant's name and Rank; and
2. The Company corporate website redirect button.

Although the Company brand themes and images are desirable for consistency, anyone landing on any page of a Consultant's Registered External Website must clearly understand they are on an Independent Consultant site, and not on the Company corporate page.

7.2.5 Registered External Website Termination

In the event of the voluntary or involuntary cancellation of this Agreement, Consultants must remove their Registered External Websites from public view within three days of cancellation and redirect (forward) all traffic from that domain to the Company's domain. A Registered External Website may be transferred to another the Company Consultant, subject to the Company approval, on a case-by-case basis.

7.2.6 Team Websites

Consultants may use team websites for the purposes of connecting, communicating, training, educating and sharing best practices among team members.

7.2.7 Domain Names, Email Addresses and Online Aliases

A Consultant may use a URL with the name of the Company as long as the Company is not using that particular URL, and it must be approved by the Company in writing before use. The URL must be surrendered to the Company upon request regardless of prior permission. Consultants hereby convey all of their rights, if any, in such URLs to the Company, and Consultants agree to execute any documents necessary for a conveyance, transfer or assignment of such URLs to the Company. In addition, Consultants hereby appoint the Company as their agent for any such conveyance, transfer or assignment. Consultants will use their best efforts to aid in the release of the URL, domain or address. The Company is not responsible for any lost business or inconvenience that results to Consultants by acquiring domains or addresses that are later surrendered to the Company. Web domains or addresses using the name the Company are property of the Company, and they must be released back to the Company after termination of this Agreement for any reason. Regardless of written consent, Consultants must modify their domains or email addresses to the extent the domains or email addresses mislead individuals to believe the sites are Company-sponsored sites and not Consultants' domains or email addresses.

Except as set forth in this section, Consultants may not use or register the name of the Company or any of the Company's trademarks, product names or any derivatives for any internet domain names, email addresses or online aliases. Additionally, Consultants cannot use or register domain names, email addresses and/or online aliases that could cause confusion or mislead individuals to believe the domain names, email addresses and/or online aliases are the property of the Company.

7.2.8 Hotlinks

When a Consultant directs readers to a Registered External Website or Replicated Website, it must be evident to a reasonable reader that, based upon the link and the surrounding context, the link leads to the Company Independent Consultant site. Attempts to mislead internet users into believing they are going to the Company corporate site when in fact they land at a Consultant site (Replicated or Registered External) is not allowed. The determination as to what is “misleading” or what constitutes a “reasonable reader” will be at the Company’s sole discretion.

7.2.10 Online Auctions

It is not good for the Company or Consultants to have the Company products sold outside of the designated channel of distribution, including being dumped on the market to channels that resell the Company products at prices discounted below published prices. Consultants, therefore, will not list the Company products and services at prices discounted below published prices. In the event that a Consultant becomes aware of a third party who is selling the Company products at prices below published prices, the Consultant must immediately stop all the Company-related transactions with the third party.

7.2.11 Banner Advertising

Consultants may place banner advertisements on a website. All banner advertisements must link to their Replicated Website or a Registered External Website.

7.2.14 Spam Linking

“Spam linking” is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments that Consultants make on blogs, forums, guest books, etc. must be unique, informative and relevant.

7.2.15 Digital Media Submission (YouTube, Facebook, Instagram, etc.)

Consultants may upload, submit or publish the Company-related video, audio or photo content they develop and create so long as it aligns with the Company values, contributes to the Company community’s greater good, and is in compliance with the Company Policies and Procedures. All submissions must clearly identify the Consultant as the Company Independent Consultant in the content itself and in the content description tag, must comply with all copyright and legal requirements, and must state that the Consultant is solely responsible for the content. Consultants may not upload, submit or publish any content (video, audio, presentations or any computer files) received from the Company, or captured at official the Company events, or in buildings owned or operated by the Company, without express written permission.

7.2.16 Sponsored Links/Pay-Per-Click Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination and display URLs must link to either the sponsoring Consultant’s Replicated Website or to the sponsoring Consultant’s Registered External Website. The ads must not portray any URL that could lead the user to believe they are being directed to the Company corporate site, or be inappropriate or misleading in any way.

7.2.17 Social Media

Profiles that a Consultant generates in any social community where the Company is discussed or mentioned must clearly identify the Consultant as an “the Company Independent Consultant,” and when participating in those communities, Consultants must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at the Company’s sole discretion.

Comments Consultants create or leave must be useful, unique, relevant and specific to the blog’s article. Consultants may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments.

7.2.17.1 Consultants Are Responsible for Postings

Consultants are personally responsible for their postings and all other online activity that relates to the Company. Therefore, even if a Consultant does not own or operate a blog or social media site, if a Consultant posts to any site that relates to the Company or that can be traced to the Company, the Consultant is personally responsible for that posting. Consultants are also responsible for postings which occur on any blog or social media site the Consultant owns, operates or controls directly or indirectly.

7.2.17.2 Identification as the Company Independent Consultant

Consultants must disclose their full names on all social media postings and conspicuously identify themselves as Independent Consultants for the Company. Anonymous postings or use of an alias is prohibited.

7.2.17.3 Social Media as a Sales and Promotion Forum

Social media sites are relationship-building sites. While building relationships is an important part of the sales process, social media sites may not be used as a direct medium for generating sales or explaining the Company income opportunity except as specifically identified in this Agreement.

7.2.17.4 Deceptive Postings

Postings that are false, misleading or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Company income opportunity, the Company’s products and services, and/ or a Consultant’s biographical information and credentials.

7.2.17.5 Use of Third-Party Intellectual Property

If Consultants use the trademarks, trade names, service marks, copyrights or intellectual property of any third party in any posting, it is their responsibility to ensure they have received the proper license to use such intellectual property and paid the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and Consultants must adhere to any restrictions and conditions the owner of the intellectual property places on the use of its property.

7.2.17.6 Respecting Privacy

Consultants should always respect the privacy of others in their postings. Consultants must not engage in gossip or advance rumors about any individual, company, or competitive products or services. Consultants may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

7.2.17.7 Professionalism

Consultants must ensure their postings are truthful and accurate. They must fact-check all material they post online. Consultants should also carefully check their postings for spelling, punctuation and grammatical errors. Use of offensive language is prohibited.

7.2.17.8 Prohibited Postings

Consultants may not create or link to any postings or material that:

- Is sexually explicit, obscene or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise);
- Is graphically violent, including any violent video game images;
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group or entity;
- Is in violation of any intellectual property rights of the Company or any third party.

7.2.17.9 Responding to Negative Posts

The Company recommends that Consultants not converse with anyone who negatively posts against them, other Independent Consultants or the Company. Responding to such negative posts often fuels a discussion with someone carrying a grudge and who does not hold himself or herself to the same high standards as the Company, and therefore a conversation with such a person damages the reputation and goodwill of the Company. In order to notify the Company of any violations, please report negative posts to the Company by emailing them to support.

7.2.17.10 Social Media Sites with Website-Like Features

Because some social media sites are particularly robust, the distinction between a social media site and a website may not always be clear. The Company, therefore, reserves the sole and exclusive right to classify certain social media sites as websites and require that Consultants using, or who wish to use, such sites adhere to the Company's policies relating to independent websites.

7.2.17.11 Cancellation of Business

If a Consultant's business is cancelled for any reason, the Consultant must discontinue using the name the Company, and all of the Company's trademarks, trade names, service marks and other intellectual property, and all derivatives of such marks and intellectual property in any postings and on all social media sites the Consultant utilizes. If a Consultant posts on any social media site on which he or she has previously identified himself or herself as the Company Independent Consultant, that person must conspicuously disclose that he or she is no longer the Company Independent Consultant. Any costs or losses associated with discontinuance are the responsibility of the Consultant.

7.2.18 Sponsoring Online

When sponsoring a new Consultant through the online enrollment process, the Sponsor may assist the new applicant in filling out the enrollment materials. But the applicant must personally review and agree to the online Application and Agreement, and the Company's Policies and Procedures. The Sponsor may not fill out the online Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

7.2.19 Online Resource Access

The Company makes online resources available to its Consultants. The Company's Influencer Hub provides Consultants access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Consultant's business and to increase sales of the Company products. But access to the Influencer Hub is a privilege, not a right. The Company reserves the right to deny to any Consultant access to the Influencer Hub for any reason, including if such access poses a risk to the Company or its business affairs.

7.3 Conflicts of Interest

7.3.1 Non-Solicitation

The Company Consultants are free to participate in other influencer marketing or other marketing business ventures or other marketing opportunities. During the term of this Agreement, a Consultant may speak directly to his or her Customers and Consultants whom the Consultant has personally sponsored in the Company. Such communications are limited exclusively to those individuals whom the Consultant has personally sponsored. Consultants may not directly or indirectly recruit, or attempt to recruit, other Company Consultants or Customers whom they have met, or obtained contact information from but not sponsored, for any other business.

In addition, a Consultant may not entice, solicit or encourage any Customer or Consultant to cancel his or her Agreement with the Company regardless of whether or not the Consultant sponsored them.

Consultants and the Company recognize that because this business is conducted through networks of independent contractors dispersed across the world, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Consultants agree that this non-solicitation provision applies nationwide as well as to all international markets in which Consultants are located. This provision will survive the termination or expiration of the Independent Consultant Agreement.

The provisions of this section will survive this Agreement for a period of one year following termination of this Agreement for whatever reason.

7.3.2 Confidential Information

Confidential information includes, but is not limited to, Downline genealogy reports or similar information that identifies the Company Customers and Consultants and provides their contact information, any business-related information such as Personal and Group Sales Volumes, Consultant Rank and/ or achievement levels, etc. Confidential information is, or may be, available to Consultants in their respective Influencer Hub. Consultant access to such confidential information is password protected. The information contains proprietary information and business trade secrets belonging to the Company. Confidential information is provided to Consultants in strictest confidence and is made

available to Consultants for the sole purpose of assisting Consultants in working with their respective Downline organizations in the development of their Company business. Consultants may not use the reports for any purpose other than for developing their Company business. Consultants should use the confidential information to assist, motivate and train their Downline Consultants. Consultants and the Company agree that all such information must be kept in strict confidence. To protect the confidential information, a Consultant will not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity, do any of the following:

- Directly or indirectly disclose any confidential information to any third party;
- Directly or indirectly disclose the password or other access code to his or her Influencer Hub;
- Use any confidential information to compete with the Company or for any purpose other than promoting his or her the Company business;
- Recruit, solicit or attempt to influence or induce any Customer or Consultant of the Company who is listed on any report or in the Consultant's Influencer Hub to alter their business relationship with the Company; or
- Use or disclose to any person, partnership, association, corporation or other entity any confidential information.

This provision will survive the termination or expiration of the Independent Consultant Agreement indefinitely.

7.3.4 Prior Agreements

By entering into the Agreement, a Consultant represents and warrants that entering into the Agreement does not violate any other agreement to which the Consultant is a party, nor breaches any confidential relationship between the Consultant and other parties. The Consultant agrees that he or she will not use for the Company's benefit or disclose to the Company any confidential information of any third party which the Consultant is prohibited by agreement (such as an agreement with another client) or otherwise from so using or disclosing such confidential information. The Consultant agrees to indemnify and hold the Company harmless from all damages, expenses, costs (including reasonable attorneys' fees) and liabilities incurred in connection with, or resulting from, breach of this section.

7.4 Deceptive Practices

Consultants must fairly and truthfully explain the Company products, opportunity, and Policies and Procedures to prospective Consultants. This includes:

- Being honest and thorough in presenting material from the Company to all potential Consultants;
- Making clear that income from the Company is based on product sales and not on sponsoring other Consultants;
- Representing that past earnings in a given set of circumstances do not necessarily reflect future earnings;
- Not misrepresenting the amount of expenditure that an average Consultant might incur in carrying on the business;

- Never stating or inferring that a Consultant will build a Downline organization for anyone else;
- Never stating that profits or earnings are guaranteed for an individual Consultant;
- Never stating that any consumer, business or government agency has approved or endorsed the Company products; and
- Never participating in Downline purchasing (placing a sales order in an Income Position other than where the sale was generated).

7.5 Adherence to Laws and Ordinances

Consultants have the responsibility to know, understand and abide by the laws and regulations of the jurisdiction in which they reside. Consultants must comply with all federal, state, provincial and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Consultants because of the nature of their business. Consultants, however, must obey those laws that apply to them. If a city or county official tells a Consultant that an ordinance applies to him or her, the Consultant will be polite and cooperative, and must immediately send a copy of the ordinance to the Company.

7.6 Unauthorized Claims

7.6.1 - Indemnification

The Company and its Consultants are fully responsible for all of their respective oral and written statements made regarding the Company products and services that are not expressly contained in Official Company Materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through social media, in print or by any other means of communication. Each party agrees to indemnify the other party (as well as its directors, officers, employees and agents, if any) and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by the other party as a result of the first party's unauthorized representations or actions. This provision will survive the termination of this Agreement.

7.6.2 Product Claims

In order to comply with legal requirements, neither the Company nor any Consultant may make claims (which include personal testimonials) about therapeutic, curative or beneficial properties of any products offered by the Company except those contained in official Company literature. In particular, no Consultant may make any claim that the Company products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims and may lack adequate substantiation. Not only do such claims violate the Independent Consultant Agreement, but they also violate the laws and regulations of the United States, Canada and other jurisdictions.

7.6.3 Income Claims

Consultants shall not make claims or representations of potential or guaranteed income or profits in connection with the business. Any amounts that Consultants earn through the business are based only on the sale of products and not on the mere act of sponsoring other Consultants. The Federal Trade

Commission and several states have laws and/or regulations that prohibit certain types of income claims and testimonials. While Consultants believe it beneficial to tell other Consultants and potential Consultants about their earnings or the earnings of others, such claims may have legal consequences and adversely impact the Company as well as the Consultants making the claims, unless appropriate disclosure required by law is also made contemporaneously with the income claim. Because Consultants generally do not have the information necessary to comply with such legal requirements, when discussing the business with other Consultants or potential Consultants, Consultants may not make any projections, claims or estimates regarding such other Consultants' potential or guaranteed income from the business, or disclose their own income from the business (including by showing account statements, checks, copies of checks, bank statements, tax records or other such documents).

Lifestyle claims (e.g., my business allowed me to buy a new home, retire from my other job, allow my spouse to quit her or his job, or take a luxury vacation) are considered to be equivalent to income claims.

7.7 Governmental Approval or Endorsement

Consultants will not represent or imply that the Company has been "approved," "endorsed," or otherwise sanctioned by any government agency.

7.8 International Marketing

Consultants are authorized to sell the Company products and services and enroll Customers and Consultants only in the countries in which the Company is authorized to conduct business as announced in official Company literature. The Company products or sales aids may not be shipped to or sold in any foreign country in which the Company is not authorized to conduct business unless an exception is expressly granted in writing by the Company. (Such exceptions will be governed by a separate written agreement). Additionally, in any unauthorized country, a Consultant may not (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll Consultants; or (c) conduct any other activity for the purpose of selling the Company products, establishing a Marketing Organization, or promoting the Company opportunity.

7.9 Repackaging and Re-Labeling Prohibited

The Company products may only be sold in their original packaging. In order to assure a tamper-free product, Consultants may not repackage, re-label or alter the labels on the Company products. Tampering with labels or packaging may be a violation of federal, provincial or state laws and may result in civil or criminal liability. Consultants may affix a personalized sticker with their personal contact information to each product or product container as long as it is done without removing existing labels or covering any text, graphics or other material on the product label.

7.10 Excess Inventory and Bonus Buying

Consultants must never purchase more products than they can reasonably use or sell to Retail Customers in a month, and they must not encourage others to do the same (unless otherwise purchased in kits offered by the Company). In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for Rank advancement, incentives, prizes, commissions or bonuses that are not driven by genuine product or service purchases by end user consumers. Bonus buying

includes, but is not limited to, purchasing products through a straw man, placing orders for others and other artifice.

7.11 Downline Purchasing

Consultants must not place a sales order in an Income Position other than the Income Position where the sale was generated unless they have express written approval from the Company. If a Consultant violates the provisions of this section, the Company may restrict or deduct sales volume, commissions and bonuses paid to that Consultant and to all Consultants who earned such compensation. These restrictions or deductions may continue every commission period thereafter until all point volume, commissions and bonuses are recovered from all Consultants who received compensation from such sales.

7.12 Targeting Other Sellers

The Company does not condone Consultants specifically or consciously targeting the sales force of another company to sell the Company products or to become Consultants for the Company. Furthermore, the Company does not condone Consultants soliciting or enticing distributors of another company to violate the terms of their contracts with such company. Consultants bear the risk of this activity. If any lawsuit, arbitration or mediation is brought against a Consultant alleging that he or she engaged in inappropriate recruiting activity, the Company will not pay any of the Consultant's defense costs or legal fees, nor will the Company indemnify the Consultant for any judgment, award or settlement. Consultants agree to indemnify and hold harmless the Company and its employees and officers from any legal actions incurred as a result of this activity.

7.13 Change of Sponsor

In order to protect the business of every Independent Consultant, the Company prohibits changes in sponsorship. Accordingly, the transfer of the Company business from one Sponsor to another is rarely permitted beyond 10 business days. Requests for change of sponsorship must be submitted in writing to the Support Department and must include the reason for the transfer. Transfers will be considered in the following three circumstances.

7.13.1 Conflicting Enrollments

Every prospective Consultant has the ultimate right to choose his or her own Sponsor. As a general rule, the first Consultant who does meaningful work with a prospective Consultant is considered to have first claim to sponsorship. Basic tenets of common sense and consideration should govern any dispute that may arise. In the event that a prospective Consultant, or conversely, two or more Consultants on behalf of a prospective Consultant, submits more than one Consultant Application and Agreement to the Company listing a different Sponsor on each, the Company will take the following action:

- Since the Company cannot force any individual to comply with rules they have not signed, the Company will ask the prospective Consultant who first introduced the prospect to the Company and attempt to persuade the prospect to go with the initial introducer.
- In the event of indecision on the part of the prospect, the Company will assign sponsorship according to its best judgment with strong consideration toward the first Application and Agreement that the

Company receives, accepts and processes. If there is any question concerning the sponsorship of a Consultant, the final decision will be made by the Company.

7.13.2 Misplacement

Where an incorrect Placement was made due to a Consultant error, a change in the line of sponsorship can be made to correct the error where a request for a change is made within three (3) days of enrollment. If a Consultant makes such a request, he or she must also submit the written consent of his or her Sponsor. In no case will a change of Placement be approved where a signed application has not been received by the Company.

7.13.3 Cancellation and Re-Application

There are two ways that a Consultant may change organizations within the Company structure.

First, a Consultant may reapply with the Company after six full calendar months from the date the Consultant sends a written notice of cancellation to the Company.

During this six-month period, the Consultant who cancelled may approach or be approached by potential new Sponsors, but the Consultant must otherwise be inactive in any the Company business.

Or second, a Consultant may re-apply after a 12-month (or longer) period of inactivity. The Consultant must send a written notice of cancellation to the Company before the Consultant may reapply after the period of inactivity.

Inactivity means the Consultant does not purchase or sell the Company products, does not sponsor new Consultants, does not attend any the Company functions, does not participate in any other the Company activity or the operation of any the Company business, and does not receive income from any the Company business. Either way, a Consultant must submit a written notice of cancellation to the Company before the Consultant may reapply. During this 12-month period, the Consultant who is inactive may not approach or be approached by potential new Sponsors.

When reapplying after following one of the cancellation procedures stated above, the former Consultant's Downline must remain in its original line of sponsorship. That is, teams or small groups of Downline Consultants (more than one Consultant) cannot cancel, wait for six or 12 months of inactivity, and then re-enroll as a team under another Sponsor. Such attempts to re-enroll as a team will be considered de facto Crossline Raiding (as explained below), and will not be allowed. Re-enrolled Consultants are not eligible for any special enrollment arrangements, privileges or discounts.

7.13.4 Crossline Moving/Crossline Raiding

In order to ensure the growth of all Consultants, once an Income Position has been established and a period of 10 business days has passed, a Consultant may NOT change either Sponsor or Placement position within the commission plan tree structure. The use of trade names, DBAs, corporations, partnerships (or other business entities), trusts, family members, spouse names, friends/ associates, Social Insurance numbers, Social Security numbers, Employer Identification numbers, fictitious ID numbers, etc. to circumvent this policy and thereby build an alternative organization in a different position is strictly prohibited.

It is the obligation of every Consultant to inform the Company of this type of violation. Due to the serious nature of moving crossline, the financial loss of the Company business, and the long-term ramifications of discovery years after the infraction, when a Consultant learns of a crossline move, he or she must inform the Company immediately if the violation occurred within a year.

Crossline enticement and Crossline Raiding is strictly prohibited. This means that Consultants may not demean, discredit or invalidate other the Company Consultants in an attempt to entice individuals to become part of their Downline organization. Further, while befriending crossline Consultants is acceptable, befriending them and then inviting them on trips, buying them meals, and implying that life is better on another team is considered crossline enticement, which is prohibited. Circumvention or deception used in moving from one organization to another is also strictly prohibited.

Teams or small groups of Downline Consultants (more than one Consultant) cannot cancel, wait six or 12 months, and then re-enroll as a team under another Sponsor. Such attempts to re-enroll as a team will be considered de facto Crossline Raiding. Any team that cancels, waits six months, and then attempts to re-enroll under another Sponsor will not be allowed to re-enroll. The Company may also take disciplinary action against any Consultant who attempts to entice crossline teams to re-enroll under him or her. If a Consultant is found to have trained other Consultants how to change either Sponsor or Placement position in the tree structure, the Consultant will face disciplinary sanctions.

7.14 Waiver of Claims

In cases in which the appropriate sponsorship change procedures have not been followed, and a Downline organization has been developed in the second business created by a Consultant, the Company reserves the sole and exclusive right to determine the final disposition of the Downline organization. Resolving conflicts over the proper Placement of a Downline that has developed under an organization that has improperly switched Sponsors is often extremely difficult. Therefore, CONSULTANTS WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES AND AGENTS THAT RELATE TO OR ARISE FROM THE COMPANY'S DECISIONS REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

7.15 Trade Shows, Expositions and Other Sales Forums

Consultants may display and sell the Company products at trade shows and professional expositions with prior written approval from the Company. Requests are approved on a first submitted, first-served basis, and a maximum of one the Company booth or display per event is allowed. Approval is given only for one event at a time. No global, multiple event requests are allowed. the Company further reserves the right to refuse authorization to participate at any event that it does not deem a suitable forum for the promotion of its products, services or the Company opportunity. Approval will be granted unless the event is not conducive to the professional image the Company wishes to portray. In the event of multiple requests for a specific event, the Company will have the right of sole determination with emphasis placed on the initial requestor and the frequency of request.

7.17 Business Entities

Any legally recognized Business Entity including, but not limited to, corporations, limited-liability companies, partnerships or trusts may apply to be the Company Consultant by submitting a Consultant

Application and Agreement. The Business Entity, as well as all shareholders, members, managers, partners, trustees, and other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively “Affiliated Parties”) are individually, jointly and severally liable for any indebtedness to the Company, compliance with the Company Policies and Procedures, the Company Independent Consultant Agreement, and all other obligations to the Company.

To prevent the circumvention of transfers and assignments of the Company business and issues regarding sponsorship changes, if any Affiliated Party wants to terminate his or her relationship with the Business Entity or the Company, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify the Company in writing that he or she has terminated his or her affiliation with the Business Entity, and must comply with the provisions set forth in this Agreement. In addition, the Affiliated Party who forgoes his or her interest in the Business Entity may not participate in any other the Company business for six consecutive calendar months in accordance with this Agreement. If the Business Entity wishes to bring on any new Affiliated Party, then the Business Entity must adhere to all Agreement requirements.

The modifications permitted within the scope of this paragraph do not include a change of sponsorship. Please allow 30 days after the receipt of the request by the Company for processing.

7.17.1 Changes to a Business Entity

Each Consultant must immediately notify the Company of all changes to the type of Business Entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

7.18 Change of Address, Telephone and Email Address

To ensure timely delivery of products, support materials, commission and tax documents, it is important that the Company’s files are current. Street addresses are required for shipping; the Company cannot deliver to a Post Office box. Consultants who change their email addresses, telephone numbers or physical addresses must update their profile in the Influencer Hub. Two weeks’ advance notice must be provided to the Company on all changes in order to guarantee proper delivery. In the event that a Consultant’s contact information changes, he or she must amend his or her contact information through the Influencer Hub within 30 days of the change. Consultants must provide the Company with accurate contact and banking information in order for the Company to successfully pay commissions. If a Consultant fails to provide accurate and current contact and banking information, then the Consultant is ineligible to receive commissions.

Although Consultants are allowed to build their businesses in any country in which the Company has on-the ground operations, Consultants must designate their country of primary residence. Inclusion for recognition, awards, promotions and contests is often based upon a Consultant’s country of primary residence. A Consultant may change his or her country of primary residence not more than once every three years without the express written consent of the Company. A Consultant must have a legitimate reason, as determined by the Company, to change his or her country of primary residence, such as the primary residence has changed.

7.19 Income Taxes

The Company cannot provide Consultants with any personal tax advice. Consultants should consult their own tax accountant, tax attorney or other tax professional. Each Consultant is responsible for paying local, state, provincial and federal taxes on any income generated as an Independent Consultant.

The Company is required by law to file an information return (form 1099-MISC) with the IRS to report income over \$600.00 that the Company pays to a Consultant or to report \$5000.00 or more of sales made by the Company to a Consultant, including consumer products for resale to end consumers. If a Consultant is a resident of the United States (including a resident alien), he or she must provide the Company with a correct taxpayer identification number, which for individuals is a Social Security number. If the Consultant is a resident alien and does not have and is not eligible to receive a Social Security number, he or she will need to provide an Individual Taxpayer Identification number. For a Distributorship that is a partnership, corporation, company or association organized in the United States or under the laws of the United States, the Distributorship must provide the Company with its Employer Identification number.

Similar government entities throughout the countries in which the Company conducts business have similar income reporting requirements to tax agencies. Where the Company is required by law to report such information, Consultants agree to allow and assist in providing all relevant information to such agencies.

7.20 Independent Contractor Status

Consultants are independent contractors. The Agreement between the Company and its Consultants does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the Consultant. Consultants will not be treated as employees for their services or for federal, provincial or state tax purposes. All Consultants are responsible for paying local, state, provincial and federal taxes due from all compensation earned as a Consultant of the Company. Consultants have no authority (expressed or implied) to bind the Company to any obligation. Each Consultant shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Independent Consultant Agreement, these Policies and Procedures, and applicable laws.

7.21 One Company Business Per Consultant

A Consultant may operate or have an ownership interest (legal or equitable, as a sole proprietorship, partner, shareholder, trustee or beneficiary) in only one Company business. No individual may have interest in, operate or receive compensation from more than one Company business.

7.22 Actions of Household Members or Affiliated Parties

If any person within a Consultant's immediate Household engages in any activity that, if performed by the Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Consultant, and the Company may take disciplinary action against the Consultant. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and the Company may take disciplinary action against the Business Entity. Likewise, if a Consultant enrolls in the Company as a Business Entity, each Affiliated Party of the Business Entity will be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

7.23 Sale, Transfer or Assignment of the Company Business

In the event that a Consultant decides to sell the Company business, the Company will do everything it can, consistent with these Policies and Procedures, to accommodate the Consultant's wishes. It is important to understand that a sale, transfer or assignment of a business can have a dramatic effect on the Consultant's Downline and Upline. Therefore, in the spirit of fairness, the Company must consider the legitimate interests of the Downline and Upline Consultants who will be affected by a potential sale.

Although the Company business is a privately owned and independently operated business, the sale, transfer or assignment of the Company business, and the sale, transfer or assignment of an interest in a Business Entity that owns or operates the Company business, is subject to certain limitations. If a Consultant wants to sell his or her the Company business or interest in a Business Entity that owns or operates the Company business, the following criteria must be met:

- The selling Consultant must offer the Company the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. The Company will have 15 days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must remain or become a qualified the Company Consultant within six months. The buyer or transferee cannot be a current Company Consultant.
- In an effort to prevent Crossline Raiding, the Company will not allow the transfer of the Company business to a current Consultant or to a former Consultant who cancelled his or her the Company business less than two years before a proposed transfer date. A former Consultant may only acquire a new Company business in a transfer if it has been two years or longer since the former Consultant canceled his or her the Company business.
- Before the sale, transfer or assignment can be finalized and approved by the Company, any debt obligations the selling party has with the Company must be satisfied.
- The selling party must be in good standing with the Company and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign the Company business. Only activated, and currently active, Income Positions may be sold.
- The selling Consultant has explained to the buyer or transferee the transaction is "as is." The buyer or transferee understands that he or she should have no expectation that the selling Consultant's Rank, sales volume, commissions, etc. are anything more than what they are. The selling Consultant must not make promises that the buyer's Rank, sales volume, commissions, etc. will rise without the buyer's hard work and effort. The careful buyer should take the time to examine the business before accepting it.
- Consultants cannot frequently transact or be involved in the buying or selling of Distributorships.

Before selling an independent the Company business or Business Entity interest, the selling Consultant must notify the Company in writing and inform of his or her intent to sell his or her the Company business or Business Entity interest. The selling Consultant must receive written approval from the Company before proceeding with the sale. The line of sponsorship must remain unchanged as a result of the sale or transfer of the Company business.

The sale of the Company business will include all rights afforded any Consultant who generally would become a Consultant of the Company by joining rather than purchasing the Company business. Any additional “exceptions” or rights granted beyond such general rights, as a result of the seller’s efforts prior to the sale, MUST be specified in writing, by the Company, to be recognized by the Company. Specifically, participation in the Company’s “Founders Club” is non-transferable. Therefore, participation in the Company’s Founders Club as a result of the purchase of a Distributorship is strictly prohibited. Sales or transfers of the Company business cannot be used to circumvent policies limiting the moving of income positions, owning multiple Distributorships or Crossline Raiding.

7.24 Separation of the Company Business the Company

Consultants sometimes operate their Company businesses as husband-wife partnerships, regular partnerships, LLCs, corporations, trusts or other Business Entities. If a marriage ends in divorce, or if a corporation, LLC, partnership, trust or other Business Entity dissolves, arrangements must be made immediately to ensure that any separation or division of the business is accomplished in a way that does not adversely affect the interests and income of other businesses up or down the line of sponsorship. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the Company business according to an assignment in writing. Thus, the relinquishing spouse, shareholders, partners or trustees authorize the Company to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the Company business jointly on a “business-as-usual” basis, whereupon all compensation paid by the Company will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

If a former spouse has completely relinquished all rights to the original the Company business pursuant to a divorce, he or she is free to enroll under any Sponsor of his or her choosing without waiting six calendar months. In the case of Business Entity dissolutions, the former partner, shareholder, member or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as a Consultant. In either case, the former spouse or business affiliate will have no rights to any Customers or Consultants from their former organization. They must develop the new business in the same manner as would any other new Consultant.

7.25 Merging the Company Businesses

Under unique circumstances, individuals may possess multiple Company businesses (e.g. through marriage or inheritance) and may elect to merge the two businesses into a single business. This can only be done by express written consent from the Company and is subject to these Policies and Procedures.

Merging means the secondary income position will become a re-entry to the primary income position. With a merger, extra re-entries may exist on any single line. This is allowed, but the earning of future re-entries will be subject to the rules of earning additional reentries. Thus, the two Company businesses become one.

7.26 Succession

Upon the death or incapacitation of a Consultant, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Consultant should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever the Company business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Consultant's Marketing Organization provided the following qualifications are met. The successor(s) must:

- Execute a Independent Consultant Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Consultant's status;
- Provide the Company with an "address of record" to which all bonus and commission checks will be sent;
- Form a Business Entity and acquire a Federal Taxpayer Identification number (if the business is bequeathed to joint devisees). the Company will issue all bonus and commission checks and one IRS Form 1099 to the Business Entity.

7.26.1 Transfer Upon Death of a Consultant

To effectuate a testamentary transfer of the Company business, the executor of the estate must provide the following to the Company: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to the Company specifying to whom the business and income should be transferred.

7.26.2 Transfer Upon Incapacitation of a Consultant

To effectuate a transfer of the Company business because of incapacity, the successor must provide the following to the Company: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Company business; and (3) a completed Independent Consultant Agreement executed by the trustee.

Any earned commissions not paid during the transfer of ownership under this section will be paid in full, without interest, to the appointed heir(s). It is the responsibility of the estate executor to assure that qualification and renewal requirements are met. In the event that any commission or business qualification requirement is not met, the loss will be commensurate with the terms of this Agreement.

7.27 Product Abandonment

An order transaction is considered complete only when the order has been paid for and delivery method has been satisfied. If these conditions are not met within 30 days from the date of the order, we reserve the right to determine the final outcome of the order, and you release us from any further obligation or liability.

7.28 Animal Testing

Each Consultant affirms they will not conduct, commission, or be a party to animal testing nor allow animal testing to be performed by or for submission to regulatory agencies in order to distribute the Company products in foreign markets.

7.29 Class Action Waiver

Each Consultant agrees to waive any right to bring a class action, participate in a class action, or proceed on a class basis. In the event this class action waiver is declared to be unenforceable for any reason, the remainder of the Agreement shall remain in effect.

SECTION 8 — RESPONSIBILITIES OF CONSULTANTS

8.1 Continuing Development Obligations

8.1.1 Ongoing Training Responsibilities

Any Consultant who sponsors another Consultant to become part of the Company must deliberately assist and train his or her Downline to ensure that his or her Downline is properly operating their Company businesses. Consultants must have ongoing contact and communication with the Consultants in their Downline organizations. Examples of such contact and communication may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voicemail, electronic mail, and the accompaniment of Downline Consultants to the Company meetings, training sessions and other functions. Upline Consultants are also responsible to motivate and train new Consultants in the Company product knowledge, effective sales techniques, and compliance with Company Policies and Procedures using the Company-approved sales aids and promotional materials.

Consultants should monitor the Consultants in their Downline organizations to prevent Downline Consultants from making improper product or business claims, or engaging in any illegal or inappropriate conduct.

8.1.2 Increased Training Responsibilities

As Consultants progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the Company program. Accordingly, they will be asked to share this knowledge with less experienced Consultants within their organization.

8.1.3 Ongoing Sales Responsibilities

Regardless of their level of achievement, Consultants have an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers. Consultants must ensure the ongoing sale of the Company products and services to end consumers.

8.2 Non-Disparagement/Defamation

The Company wants to provide its Consultants with the best products and service in the industry. To that end, the Company values constructive criticism and comments from its Consultants. All such comments should be submitted in writing to the corporate office. Although the Company welcomes constructive input, negative comments and remarks made in the field by Consultants about the Company or its products serve no purpose other than to diminish the enthusiasm of other the Company

consumers. For this reason, and to set the proper example for their Downline, Consultants must not disparage, demean or make negative remarks about the Company, other the Company Reps, the Company products, the Company marketing, or the Company's directors, officers or employees.

Suppositions or non-factual — or outright deceitful — statements or print will be construed as defamatory and/or libel, and based on magnitude, will be a material breach of this Agreement and should be submitted to the Company.

SECTION 9 — SALES REQUIREMENTS

9.1 Product Sales

Commissions from the Company are based on the sale of the Company products and services to end consumers. Consultants must fulfill personal and Downline organization Retail Sales requirements (as well as meet other responsibilities set forth in this Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. Consultants must satisfy the following sales requirements to be eligible for commissions:

- Consultants must satisfy the Personal Sales Volume and Group Sales Volume requirements to fulfill the requirements associated with their Rank. Personal Sales Volume includes purchases made by the Consultant and purchases made by the Consultant's personal Customers. Group Sales Volume includes the total sales volume of all Consultants in his or her Marketing Organization as well as the Consultant's Personal Sales Volume.
- At least 70% of a Consultant's total monthly Personal Sales Volume must be sold to individuals not eligible for commissions in order to ensure that the Company products are moving to end Customers.
- As the Company business is developing, the Consultant must develop or service a minimum number of Customers who are actively ordering from him or her every month.

9.2 Sales Receipts for Non-Online Orders

The regulations of the U.S. Federal Trade Commission, as well as state home-solicitation acts, require all Consultants to provide their Retail Customers with two copies of the Company sales receipt at the time of any non-online sale for \$25.00 or more. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal, provincial or state law. Consultants must retain all Retail Sales receipts for a period of two years and furnish them to the Company at the Company's request. Records documenting the purchases of Consultants' Customers will be maintained by the Company.

Remember that Retail Customers must receive two copies of the sales receipt. In addition, Consultants must orally inform the buyer of his or her cancellation rights.

SECTION 10 — BONUSES AND COMMISSIONS

10.1 Bonus and Commission Qualifications and Accrual

A Consultant must be active, provide current accurate contact information for correspondence, and be in compliance with the Agreement to qualify for bonuses and commissions. So long as a Consultant complies with these conditions, the Company shall pay commissions to such Consultant according to

Company marketing material. All commissions owed a Consultant, regardless of the amount, less any outstanding debt owed by the Consultant or any commissions unearned as a result of returns, will be paid upon the termination of a Consultant's business. Consultants must provide the Company with accurate contact and banking information in order for the Company to successfully pay commissions to Consultants. If a Consultant fails to provide to the Company accurate and up-to-date contact and banking information, the Consultant is ineligible to receive commissions.

10.2 Adjustment to Bonuses and Commissions

10.2.1 Adjustments for Returned Products and Services

Consultants receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to the Company for a refund or is repurchased by the Company, the following will occur: (1) the bonuses attributable to the returned or repurchased product(s) will be deducted in subsequent commissions based on when the refund is recorded, and will continue until the commission is recovered from the Upline Consultants who received bonuses and commissions on the sales of the refunded products; or (2) the Consultants who earned commissions from the sale of the returned products will have the corresponding points deducted from their line volume during the pay period the returned product is recorded by the Company.

10.2.2 Commission Payments

The Company pays commissions through common payment methods based on country including, but not limited to, a third party provided debit card, the terms of which are provided in the debit card agreement. Any exchange rate variation is the risk of the Consultant.

10.2.3 Right of Offset

Consultants allow the Company to deduct from commissions any outstanding debt owed by a Consultant to the Company until such debt is paid in full.

10.3 Unclaimed Bonuses, Commissions, Credits and Other Remuneration

Consultants must deposit or cash checks from the Company and claim any credits or other remuneration from the Company within six months of their issue date. A check that remains uncashed or a credit that remains unclaimed after six months will be void. After a check or credit has been voided, the Company will attempt to notify the Consultant holding an uncashed check or unclaimed credit by sending written notice to his or her last known address, identifying the amount of the check or credit, and advising the Consultant that he or she can request the check or credit be reissued. There will be a charge for reissuing a check or credit and an additional fee for each notice sent to the Consultant where applicable by law. These charges will be deducted from the balance owed to the Consultant.

10.4 Reports

All information provided by the Company in Downline activity reports, including, but not limited to, Personal and Group Sales Volume (or any part thereof) and Downline sponsoring activity, is believed to be accurate and reliable. Nevertheless, the information is not guaranteed by the Company or any persons creating or transmitting the information due to various factors including, but not limited to, the inherent possibility of human, digital and mechanical error; the accuracy, completeness and timeliness

of orders; denial of credit card and electronic check payments; returned products; and credit card and electronic check chargebacks.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, THERE WILL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY CONSULTANT OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BONUSES OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE INFORMATION), EVEN IF THE COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of the Company's online reporting services and reliance upon the information contained therein is at Consultants' own risk. All such information is provided "as is." If a Consultant is dissatisfied with the accuracy or quality of the information, his or her sole and exclusive remedy is to discontinue use of and access to the Company's online reporting services and his or her reliance upon the information.

10.5 Errors or Questions

If a Consultant has questions about commissions or believes any errors have been made regarding commissions, bonuses, genealogy lists or charges, the Consultant must notify the Company in writing within 14 days of the date of the alleged error. The Company will not be responsible for any errors, omissions or problems reported to the Company after 14 days. In the event an error is made, the Company will promptly adjust any amount owed up to, but not exceeding, what would have been earned from commissions had the error not occurred. Any additional losses incurred by the Consultant will be at the discretion of the Company on a case-by-case basis.

SECTION 11 — DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

11.1 Disciplinary Sanctions

The Company has a legal, moral and ethical responsibility, not only to federal, provincial and state governments, but also to our Consultants, to ensure that the Company Consultants are compliant with federal, state, provincial and local laws and regulations. The first priority of compliance, therefore, is to educate Consultants on their duties under this Agreement and under the laws and regulations that govern their businesses. The Company believes that its Consultants are honest and ethical unless evidence gives the Company reason to conclude otherwise.

With respect to any breach of this Agreement or violation of any legal duty, the Company's goal is always to try to resolve the problem in an amicable fashion that will serve the best interests of all parties involved. When such breaches or violations occur, the vast majority of Consultants are willing to immediately modify behavior to resolve the problem. Regrettably, however, under certain circumstances, it is not only beneficial but also necessary to impose disciplinary sanctions.

Accordingly, breach of the Agreement and/or violation of any legal duty including, but not limited to, any applicable duty of loyalty; any illegal, fraudulent, deceptive or unethical business conduct; commencing a lawsuit against the Company; or any act or omission by a Consultant that in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Consultant's the Company business), may result, at the Company's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Consultant to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Withholding all or part of the Consultant's bonuses and commissions during the period that the Company is investigating any conduct allegedly in violation of the Agreement (the Company understands that this particular sanction could potentially be very harmful to a Consultant. The Company, therefore, would only exercise this sanction in a situation that presents an immediate risk of harm to another Consultant's business. If a Consultant's business is cancelled for disciplinary reasons, the Consultant will not be entitled to recover any commissions withheld during the investigation period);
- Suspension of the individual's Independent Consultant Agreement for one or more commission periods;
- Suspension and/or termination of the offending Consultant's the Company website or website access;
- Involuntary termination of the offender's Independent Consultant Agreement as a last resort;
- Any other measure expressly allowed within any provision of the Agreement or which the Company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Consultant's policy violation or contractual breach; and/or
- In situations deemed appropriate by the Company, the Company may institute legal proceedings for monetary and/or equitable relief.

The Company cannot foresee all of the ways in which this Agreement may be breached or legal duties may be violated by the Company's Consultants. The Company, therefore, reserves the right to exercise its best and fair judgment in addressing breaches and violations that this Agreement does not now anticipate.

11.2 Grievances and Complaints

When a Consultant has a grievance or complaint with another Consultant regarding any practice or conduct in relationship to their respective the Company businesses, the complaining Consultant should

first try to resolve the issue with the offending Consultant. If they are unable to resolve the issue, the Company recommends that a common Upline leader resolve the matter. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Company. The Company will review the facts and resolve it.

11.3 Mediation

A Consultant has the right to pursue litigation. Before instituting an action, however, the parties shall meet in good faith and attempt to resolve any dispute through non-binding mediation. One individual who is mutually acceptable to the parties will be appointed as a mediator. The mediation will occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, will be paid for equally by the parties. Each party shall pay any defense fees, costs and individual expenses associated with conducting and attending the mediation. Mediation will be held in the city of Salt Lake City, Utah, and will last no more than two business days.

11.4 Litigation

If mediation is unsuccessful, any controversy or claim arising from or relating to the Agreement, or any breach of the Agreement, will be settled by litigation. Each party shall be responsible for attorney fees and all other costs in defense of its position.

11.5 Governing Law, Jurisdiction and Venue

The exclusive jurisdiction and venue for all disputes, claims and actions relating to the Agreement or the interpretation thereof, or any dispute, claim or action between the parties hereto, will be the state, provincial or federal district courts located in Salt Lake County, Utah, unless the laws of the state in which the Consultant resides expressly require otherwise. By signing the Consultant Application and Agreement, all Consultants consent to jurisdiction within these two forums. The laws of the State of Utah will govern disputes relating to the Independent Consultant Agreement unless otherwise mandated by state law.

11.5.1 Louisiana Residents

Notwithstanding the foregoing, residents of the State of Louisiana will be entitled to bring an action against the Company in their home forum according to Louisiana law.

SECTION 13 — INACTIVITY AND CANCELLATION

13.1 Voluntary Cancellation

A Customer or Consultant has the right to cancel at any time, regardless of the reason. Cancellation must be submitted in writing to the Company. The written notice must include the Consultant's signature, printed name, address and Consultant ID number.

Consultants who have consented to electronic contracting will cancel their Agreement should they withdraw their consent to contract electronically.

13.2 Cancellation Due to Inactivity

If a Consultant has not become Active for three consecutive calendar months, his or her Agreement will be cancelled.

13.3 Involuntary Cancellation

A Consultant's violation of any of the terms of the Agreement, including any amendments that may be made by the Company in its sole discretion, may result in any of the sanctions listed in this Agreement, including the involuntary cancellation of his or her Independent Consultant Agreement. Cancellation will be effective on the date on which written notice is mailed, emailed, faxed or delivered to an express courier, to the Consultant's last known address, email address or fax number, or to his or her attorney.

13.4 Effect of Cancellation

Should a Consultant's relationship with the Company come to an end by voluntary or involuntary cancellation of the Agreements, such Consultant will give up his or her right, title, claim or interest to the Marketing Organization that he or she operated. The former Consultant will also give up his or her right, title, claim or interest in any commission or bonus from the sales generated by the organization. A Consultant whose business is cancelled will lose all rights as a Consultant. This includes the right to sell the Company products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Consultant's former Downline sales organization. In the event of cancellation, Consultants agree to waive all rights they may have, including, but not limited to, property rights to their former Downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of their former Downline organization.

Following a Consultant's cancellation of his or her Independent Consultant Agreement, the former Consultant will not portray himself or herself as the Company Consultant and will not have the right to sell the Company products or services. A Consultant whose business is cancelled will receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). Similarly, a Consultant whose business is cancelled will receive credits only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

13.5 Exceptions to Activity Requirements

13.5.1 Military Deployment

The Company proudly supports all of its active-duty military personnel. Active-duty military personnel who are Consultants will be exempt from meeting their Personal Sales Volume and Group Sales Volume quotas for the term(s) of any deployment, temporary duty ("TDY"), permanent change of station ("PCS") or assignment outside of the United States.

DEFINITIONS

Active Consultant — A Consultant who satisfies the minimum Personal Sales Volume requirements as set forth in the Company marketing material to ensure that he or she is eligible to receive bonuses and commissions.

Affiliated Party — A shareholder, member, partner, manager, trustee or other party with any ownership interest in, or management responsibilities for, a Business Entity.

Agreement — The contract between the Company and each Consultant. This includes the Consultant Application and Agreement, the Company Policies and Procedures, and the Business Entity Form (when appropriate), all in their most current and updated forms. These documents are collectively referred to as the “Agreement.”

Business Entity — Any legally recognized entity including, but not limited to, corporations, limited-liability companies, partnerships or trusts.

Business Orientation System — A selection of the Company training materials and business support materials, and the Consultant Replicated Website that each new Consultant is required to purchase.

Company — Influre, LLC dba Everra.

Consultant — A person currently authorized by the Company to enter into a business relationship with the Company.

Crossline Raiding — The direct or indirect enrollment of, solicitation of, attempted enrollment of and/ or enticement of an individual who or entity that already has a current Independent Consultant Agreement on file with the Company, or who has had such an Agreement within the preceding six calendar months within a different line of sponsorship.

Customer — An individual who purchases the Company products from a Consultant who is not a participant in the Company.

Downline — This term refers to the group of Consultants who are placed immediately underneath a Consultant, followed by their immediate Consultants placed immediately below them, and so on to the last individual found on that line.

Group Sales Volume — The total sales volume of all Consultants in a Consultant’s Marketing Organization.

Household — Spouses, partners, heads-of-household and any family-related individuals over the age of 18 residing or transacting business at the same residence.

Influencer Hub — An internet portal containing confidential and proprietary information that is provided by the Company to each Consultant solely and exclusively for use in the development of such Consultant’s business.

Marketing Organization — The Customers and Consultants sponsored below and within the Downline of a particular Consultant.

Official Company Material — Literature, audio or video tapes, websites and other materials developed, printed, published and/or distributed by the Company.

Personal Sales Volume — The commissionable value of services and products purchased by a Consultant and/or the Consultant’s personal Customers who purchase from the Consultant’s Company Replicated Website.

Placement — The position of a Consultant, under the Sponsor, such that an attached linked path is created (similar to a family tree structure) from one Consultant to another (parent-child relationship).

Rank — The “rank” that a Consultant holds pursuant to the Company marketing material. “Rank” refers to the highest position a Consultant has achieved in the Company at any time. “Paid As Rank” refers to the position at which a Consultant is qualified to earn commissions and bonuses during the current commission period.

Registered External Website — A Consultant-operated, Company-approved personal website that is hosted on non-the Company servers and has no official affiliation with the Company.

Replicated Website — A website provided by the Company to Consultants that utilizes website templates developed by the Company.

Resalable — Products and Sales aids will be deemed “Resalable” if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) products are in new condition at the time they are received by the Company; (4) products are returned to the Company within one year from the date of purchase; and (5) a newer “upgrade” (i.e. version, reformulation, discontinuation) has not been released to the general public. Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued or a seasonal item is not Resalable.

Retail Sales — Sales made to a consumer at a price listed on the Company’s website.

Social media — Any type of online media that invites, expedites or permits conversation, comment, rating and/ or user generated content, as opposed to traditional media, which delivers content but does not allow readers, viewers and listeners to participate in the creation and/or development of content, and the comment or response to content. Examples of social media include, but are not limited to, blogs, Facebook, Instagram, Twitter, LinkedIn, Pinterest and YouTube.

Sponsor — A Consultant who introduced a new Company consumer to purchasing the Company products and/or introducing the Company products to others.

Upline — This term refers to the Consultant placed immediately above a Consultant, followed by that individual’s immediate Consultant placed immediately above him or her, and so on to the last individual found on that line.

Everra

Canada

Policies & Procedures

SECTION 1 — POLICIES AND PROCEDURES PURPOSE

The purposes of the Policies and Procedures include the following:

- To assist Consultants in building and protecting their businesses;
- To protect the Company and its Consultants from legal and regulatory risks;
- To establish standards of acceptable behavior;
- To set forth the rights, privileges and obligations of the Company and its Consultants; and
- To define the relationship between the Company and its Consultants.

SECTION 2 – COMPANY MISSION STATEMENT

The Company's mission is to empower and amplify the influence of individuals throughout the world with high quality and affordable products, unrivaled financial opportunity, innovative technology and a collaborative community we call family.

SECTION 3 — INTRODUCTION

3.1 Policies and Procedures Incorporated into the Independent Consultant Agreement

These Policies and Procedures, (in their present form and as amended at the discretion of the Company, are incorporated into, and form an integral part of, the Company Independent Consultant Agreement. It is the responsibility of each Consultant to read, understand, adhere to and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Company Consultant Application and Agreement and these Policies and Procedures. These documents are incorporated by reference into the Company Independent Consultant Agreement (all in their current forms and as amended by the Company).

3.2 Changes to the Agreement

The Company may amend these Policies and Procedures and thereby amend the Agreement at its discretion, which shall be exercised reasonably and in good faith. Amendments to the Agreement will be effective 30 days after publication of notice (unless otherwise mandated) that the Agreement has been modified. Notification of amendments will be published by one or more of the following methods: (1) posting on the Company's official website; (2) email; (3) inclusion in the Company's periodicals; (4) inclusion in product orders; or (5) other special mailings.

3.3 Provisions Severable

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

3.4 Delays

The Company will not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as strikes, labor difficulties, riots, war, fire, death, curtailment or interruption of a source of supply, government decrees or orders, etc.

3.5 Waiver

The Company never forfeits its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. Failure by the Company to exercise any right or power under the Agreement or to insist upon strict compliance by a Consultant with any provision of the Agreement will not result in a waiver of the Company's right to demand exact compliance with the Agreement. In the event that a policy is waived, such waivers must be conveyed, in writing, by the Company. The waiver will apply only to the particular case for which it is given.

3.6 Reliance on Professional Advisors

The Company Consultants should seek advice from their professional advisors about legal, financial, tax, entity structure and other professional matters and should not rely on any such opinions given by the Company.

SECTION 4 — BECOMING A CONSULTANT

4.1 Requirements to Become a Consultant

To become a Company Consultant, each applicant must:

- Read and Agree to abide by the Company Independent Consultant Agreement;
- Be of the age of majority in your province or territory of residence;
- Have a valid tax identification number used for reporting taxes to all applicable government agencies;
- Pay the enrollment fee;
- Reside in Canada; and
- Provide accurate and current contact and shipping information.

The Company reserves the right to accept or reject any Consultant Application and Agreement for any reason. To retain his or her status as a Consultant of the Company, each Consultant must maintain current and accurate contact information, including mailing address, email address and telephone number.

4.2 Identification Number

To protect and maintain the confidentiality of government-issued identification numbers, the Company will assign a unique identification or “ID” number to each Consultant. Consultants must use their ID numbers every time they communicate with the Company.

4.3 Consultant Benefits

Once the Company has accepted an Application and Agreement, the benefits of the Company become available to Consultants. These benefits include (but are not necessarily limited to) the right to do the following:

- Re-sell the Company products and services;
- Receive bonuses and commissions, if eligible;
- Sponsor other individuals as Customers and Consultants into the Company business, and thereby build a Marketing Organization;
- Receive periodic the Company literature and other the Company communications specific to compensation;
- Participate in the Company-sponsored support, service, training, and motivational and recognition functions; and
- Participate in promotional and incentive contests and programs sponsored by the Company for its Consultants.

4.4 Term and Renewal of the Company Business

The term of this Agreement is one year from the enrollment date and will automatically renew unless either party terminates this Agreement.

SECTION 5 — PAYMENT AND SHIPPING

5.1 Credit and Debit Cards

The Company accepts most common payment forms including credit cards. In the event that a charge is declined, an order will be voided. Any loss of commissions due to voided or declined orders are born by the Consultant.

5.2 Restrictions on Third-Party Use of Credit and Debit Cards

Consultants are not allowed to permit other Customers or Consultants to use their credit or debit cards or to permit debits from their personal banking accounts in order for other Customers or Consultants to enroll in or make purchases from the Company.

5.3 Sales Taxes

The Company is required to charge the applicable Goods and Services Tax/Harmonized Sales Tax (“GST/HST”), Quebec Sales Tax (“QST”) and any applicable British Columbia provincial sales tax, Saskatchewan provincial sales tax, or Manitoba retail sales tax (the “PST” and together with GST/HST

and QST, "Sales Taxes") on all purchases made by Consultants and Customers, and to report and remit these Sales Taxes to the respective tax authorities. The purchase price for all products is exclusive of applicable Sales Taxes. Company will calculate the applicable Sales Taxes based on the delivered price of the products, based on the Sales Tax rate(s) applicable in the province to which the shipment is delivered. If the Consultant is registered for the collection of the GST/HST (and QST), the Consultant must advise the Company in writing of the registration(s) and provide the Consultant's GST/HST (and, if applicable, QST) registration number(s). Thereafter, on compliance with the Company's invoicing procedures, the Company will pay the GST/HST (and, if applicable, QST) calculated on commissions payable to the Consultant. It is each Consultant's responsibility to collect and remit Sales Taxes to the respective tax authorities.

SECTION 6 — PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

6.1 Product Exchange Guarantee

The Company warrants the quality of its products and shall exchange any defective product subject to the terms and conditions of the Company's Return Policy.

6.2 30-Day Return Policy

A Consultant may return products within 30 days of purchase. Any returns shall be net of ALL commissions and Bonuses paid that would NOT have been earned had the returning purchase not been made.

In the event return volume creates less than 0 volume points on any line, such negative volume shall remain on the line of the purchase until positive volume is generated to offset.

A Consultant must pay a 10% restocking fee for all returns above an aggregated total \$250 USD worth of products within a rolling six months in unused condition. The effect of the return shall be as if the purchase(s) had never occurred. Therefore, the value of the returned items shall be reduced by all commissions, bonuses, trips, incentives, or any other form of pay or remuneration that was given or earned as a result of the purchase(s). Furthermore, since the purchase is negated, based on the return, the very activation of the income position and or subsequent commission qualified cycles may be adversely affected.

If in the sole discretion of the Company a Consultant abuses the Company's Return Policy, the Company shall reserve the right to terminate this Agreement without advanced notice.

6.3 Procedures for All Returns

To assist Consultants with returns, the Company has established the following procedures, which apply to all returns for refund, repurchase or exchange:

- All merchandise must be returned to the Company by the Customer or Consultant who purchased it directly from the Company.
- The return must be accompanied by:
 - » The original packing slip and/or order number; and
 - » The unused portion of the product in its original container.

- Proper shipping carton(s) and packing materials should be used in packaging the product(s) being returned for replacement. Customers and Consultants should use the best and most economical means of returning the package. All returns must be shipped to the Company with the shipping pre-paid. The Company does not accept shipping-collect packages (C.O.D.). The risk of loss in shipping for returned product is solely on the Customer or Consultant. If any returned product is not received by the Company's distribution center, it is the responsibility of the Consultant to trace the shipment. If the returning items are not received by the Company within 30 days from the initial return request, the return will be void.
- Returns must be received by the Company within 10 days from the date on which the Retail Customer returned the merchandise to the Consultant with the corresponding sales receipt.

SECTION 7 — OPERATING THE COMPANY BUSINESS

7.1 Advertising

The Company and its Consultants must safeguard and promote the great reputation of the Company and its products. The marketing and promotion of the Company, the Company products, the Company opportunity must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. To promote the Company's products, services and the tremendous opportunity the Company offers, Consultants must use the sales tools and support materials produced or approved by the Company.

The Company promises that it will always put forth its best effort to develop and produce the most effective sales aids and business tools available. The Company, nevertheless, must always be sensitive to the legal and regulatory requirements of its business. Because of these requirements, it can often be extremely difficult to develop sales aids or business tools that are fully compliant. Consultants must not require or encourage other current or prospective Customers and Consultants to execute any agreement or contract other than the official Company Independent Consultant Agreement in order to become the Company Consultant. Because the laws and regulations that govern product marketing are constantly changing, the Company cannot foresee how the Company and its Consultants will be affected. The Company, therefore, reserves the right to amend this Agreement to ensure compliance with any updated laws and regulations that affect the marketing of its products.

7.1.1 Individually Created Marketing Materials

Consultants may produce individual marketing materials to market and promote the Company, the Company products, the Company opportunity, or their own the Company businesses. Marketing materials include, but are not limited to, brochures, flyers, pamphlets, posters, postcards, letters, classified advertisements, etc. that promote the Company's products and programs, as well as email messages, voicemail recordings and internet websites used to publicize the Company, its products, or its services. The Company reserves the right to disapprove of any marketing materials, and Consultants waive all claims for damages or remuneration arising from a disapproval and recession.

7.1.2 Individually Created Training Materials

The Company strives to keep the training of its Consultants consistent across the entire field of Consultants in order to unify its Consultants and in order to remain compliant with the laws and

regulations of the government. Further, the Company is in the business of selling beauty, health and wellness products, not the individual training products of its Consultants. Consultants, therefore, may not sell training materials or sales aids to other the Company Consultants, unless the Company grants an express written exception. Absent such an exception, Consultants may make approved marketing materials available to Consultants free of charge if they wish.

7.1.3 Trademarks and Copyrights

The Everra Trademarks are of great value and are sublicensed to Consultants for their use only in an expressly authorized manner. The Company must be certain the reputation and goodwill attaching to the Everra Trademarks will be revered. The Company, therefore, cannot allow any person or entity, including the Company Consultants, to use the Everra Trademarks, or any derivatives of such marks, in any unauthorized manner without the Company's express written permission. Regardless of prior written permission, the Company reserves the right to rescind permission to use the Everra Trademarks at any time.

The content of all Company-sponsored events is copyrighted material. Consultants may not produce for sale or distribution any recorded Company related events and speeches without written permission from the Company, nor may Consultants reproduce for sale or for personal use any recording of Company-related audio or video tape presentations.

Consultants must not portray themselves as anything other than the Company Independent Consultants and must not misrepresent themselves as employees or agents of the Company.

7.1.4 Media and Media Inquiries

Consultants must not attempt to respond to media inquiries regarding the Company, its products or services, or their independent the Company businesses. The Company wants to assist Consultants in their responses. All inquiries by any type of media must be immediately referred to the Company's corporate office. This policy is designed to assure that accurate and consistent information is provided to the public, as well as providing the Company and its Consultants with a proper public image.

7.1.5 Unsolicited Email

The Company does not permit Consultants to send unsolicited commercial emails or other commercial electronic messages such as text/SMS or direct messages unless such messages strictly comply with applicable laws and regulations including, without limitation, the federal Canadian Anti-Spam Legislation ("**CASL**"). CASL requires prior consent before Consultant is able to send a commercial electronic message. CASL includes high penalties, potentially up to \$10,000,000. In addition, the Company cannot give you legal advice. As a Consultant, you must familiarize yourself with the laws that apply to the manner in which you conduct your business. If you, as a Consultant, decide to send commercial electronic messages, it is your responsibility to consult with an attorney who is knowledgeable about this area of law and familiarize yourself with applicable law, and you must also comply with the requirements of this policy. You are responsible for the actions of anyone you supervise.

Consent

CASL requires specific forms of consent before a Consultant is able to send commercial electronic messages such as email or text messages. Consultants are prohibited from sending messages unless the

Consultant has a prior existing business or personal relationship with the recipient; or the recipient has provided prior affirmative consent to receive the message. CASL does not prohibit replying to question you receive by email. CASL creates requirements for what constitutes a “prior existing business relationship” a “personal relationship” or “express consent”:

- a. “Prior existing business relationship” means where the recipient has made an inquiry or application to you regarding a potential purchase or participation as a Consultant in the prior six (6) months, or has made a purchase directly from you as a Consultant in the prior two (2) years.
- b. “Personal relationship” means a relationship between you and the message recipient, if you have had direct, voluntary, two-way communications and it would be reasonable to conclude you have a personal relationship considering any relevant factors such as shared interests, experiences, opinions and the information in your communications, the frequency of communications, the length of time since you have communicated, and whether you have met in person.
- c. “Express consent” means that the recipient has expressly consented to receive the message, either in response to your clear and conspicuous request for such consent or at the recipient’s own initiative. Consent must be a positive opt-in consent, meaning the person must take a positive action to opt-in (they cannot be automatically opted in or asked to opt-out). Consent may be obtained by providing a consent box the individual may click, or physically check to consent. Pre-ticked consent boxes are not allowed. Consent must specifically address receipt of messages regarding Company products or the Company opportunity. For a request for consent to be valid under CASL, the request must state:
 - i. That the person is agreeing to receive messages regarding Company products or the Company opportunity,
 - ii. That the person is agreeing to receive commercial electronic messages from you and Everra Canada Limited;
 - iii. Your name;
 - iv. That you are asking for consent on behalf of yourself, and Everra Canada Limited;
 - v. The mailing address, and either a telephone number, email, or web address, you use as a Consultant; and
 - vi. A statement consent can be withdrawn.

You may only provide an email or other electronic address to the Company if you have obtained consent in compliance with this section and with CASL. You must provide proof that you have obtained consent in accordance with these requirements for any electronic address you provide to the Company. As a Consultant you must obtain consent in a manner that allows you to prove you have it. You must keep records of all consents, including when and where they were obtained, and the consent language used. You must provide such records and evidence to the Company on request.

Message Content

Even where a Consultant has obtained consent to send a commercial electronic message, CASL includes strict requirements for the content of that message. Any commercial electronic message, such as email, sent by a Consultant that promotes the Company, the Company opportunity, or the Company products and services must comply with the following. Where sending an electronic message through text message, these requirements apply with reference to email replaced by phone number or text message as the context implies.

- There must be a functioning return email address to you as the sender.
- There must be a notice in the message that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that you not send them future email solicitations or correspondence (a functioning “opt-out” notice).
- The email must include the Consultant’s physical mailing address.
- The email must clearly identify the Consultant by name and state that the message is from you.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If a Consultant receives an opt-out request from a recipient of a message, the Consultant must immediately forward the opt-out request to the Company.

The Company may periodically send commercial emails on behalf of Consultants. By acting as a Consultant, Consultants agree that the Company may send such emails and that the Consultant’s name, mailing and email addresses will be included in such commercial mailings. Consultants must honor opt-out requests generated as a result of mailings sent by the Company otherwise provided to the Consultant by the Company.

7.1.6 Unsolicited Faxes

Consultants may not use or transmit unsolicited faxes in connection with their business.

7.1.7 Telemarketing

The Canadian Radio-television and Telecommunications Commission (“CRTC”) enforces laws that restrict telemarketing practices. These laws have “do not call” regulations as part of their telemarketing laws, and some provinces also have licensing requirements that apply to telemarketing. Although the Company does not consider Consultants to be “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing,” so the inadvertent act of calling or faxing someone whose telephone number is listed on the federal do-not-call registry could violate telemarketing laws.

Telephone calls placed to a prospective Customer or Consultant are permissible under the following situations:

- The prospect made a personal inquiry or application regarding a product or service offered by the Consultant immediately preceding the date of such a call, and the Consultant's call is a reply to that inquiry (for example, responding to a voice message).

Outside of the type of replies listed above, Consultants must not engage in telemarketing during the operation of the Company businesses. The term "telemarketing" means the placing of one or more unsolicited telephone calls to an individual or entity to promote Company products, induce the purchase of the Company product or service, or to recruit them for the Company opportunity. "Cold calls" made to prospects that promote either the Company's products or the Company opportunity constitute telemarketing and are prohibited. These include:

- Calls placed using automatic telephone dialing or announcing systems or software relative to the operation of a Consultant's business; and
- Outbound telephone calls to any person that deliver any pre-recorded message (a "robocall") regarding or relating to the Company products, services or opportunity.

7.1.8 Telephone Directory Listings

Consultants may list themselves as an "the Company Independent Consultant" in the white or yellow pages of a telephone directory, or in online telephone directories, under their own name. No Consultant may place telephone or online directory display ads using the Company's name or logo. Consultants may not answer the telephone in any manner that might suggest to the caller that he or she has reached the Company corporate offices.

7.1.9 Television and Radio Advertising

Consultants may only advertise on television and radio with the Company's express written approval.

7.1.10 Advertised Prices

To maintain fairness, Consultants may only create marketing material (online or printed) that offer the Company products at the retail price published in the Company's official pricelist. If Consultants would like to offer the Company products at a price lower than retail (but greater than or equal to the price for which they purchased the products), they may do so only when selling individually to their customers, and provided the price is not advertised to be lower than the retail price.

To provide Consultants with the occasional special offer and to take advantage of seasonal trends, the Company may publish and allow limited-time special pricing that Consultants may publish in their marketing materials. These discounted prices may only be advertised during the duration of the Company special. When the special ends, Consultants must revert to advertising the retail price in their marketing materials.

7.1.11 Use of Name and Likeness

Occasionally, Consultants' photographs, names, voices or likenesses may be used in marketing, training, orientation or other company materials. Consultants expressly give permission for their photographs or likenesses to be used by the Company for all reasonable business pursuits, including, but not limited to, marketing, training, orientation and Consultant development materials. In the event the Consultant's Agreement is cancelled, the Company will have the right to continue to use the Consultant's name and

likeness to promote the Company products and other business opportunities on any materials or inventories in the Company's possession at the time of cancellation until all materials and/or inventories have been exhausted.

7.2 Online Conduct

The world of online media is so dynamic that it is not possible to cover all new technologies, innovations, outlets or exposure possibilities that currently exist and will exist in the future. The Company, therefore, simply states that any online activities related to the Company by its Independent Consultants must be conducted in a manner that protects the Company and its good reputation. The subsections below identify some of the more common social media outlets and activities. But this list is in no way exhaustive for current or future media. The Company, at its sole discretion, reserves the right to modify these Policies and Procedures to address new and emerging media.

7.2.1 Individual Websites

If a Consultant desires to utilize an internet web page to promote his or her business, he or she may do so through the Company's official website, using an official Replicated Website template. Consultants may develop their own Registered External Websites. Consultants who wish to develop their own non-Replicated Website must receive the Company's express written approval before going live with the website. Once a website is approved by the Company in writing, it is a Registered External Website. Any changes to the website must be submitted to the Company, and the Consultant must receive the Company's written authorization to make the change before going live with the updated website.

An owner of a Registered External Website must ensure the website's content complies with the Company's Policies and Procedures. It is the Consultant's obligation to ensure his or her online marketing activities are truthful and do not mislead Customers or prospective Consultants in any way. Websites and web promotion tactics that mislead, regardless of intent, will result in disciplinary action. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization ("SEO") tactics, unapproved banner ads, unauthorized press releases, and misleading clickthrough ads (i.e. having the display URL of a PayPer-Click ("PPC") campaign appear to be directed to an official corporate website when it in fact goes elsewhere). The Company will be the sole determiner of whether or not specific activities are deceptive. Any costs attributable to conforming to the Company standards will be the responsibility of the Consultant.

7.2.2 The Company Replicated Websites

Consultants will receive the Company Replicated Website to facilitate online buying experiences for Customers and online enrollments for prospects. Consultants are solely responsible and liable for the content they add (when available) to their Replicated Websites, and they must regularly review the content to ensure it is accurate, relevant, legal and compliant.

Consultants may personalize their Replicated Websites (when available) and may use their Replicated Websites to promote, market and sell the Company products. But non Company products, services or business opportunities must not be included.

Because Replicated Websites reside on the Company's domain (and other domains owned by the Company), the Company reserves the right to receive analytics and information regarding the usage of Replicated Websites.

Consultants may change their default ID and choose a uniquely identifiable website name. However, this name must not:

1. Be confusingly similar to portions of the Company corporate website or any branded websites of the Company;
2. Confuse a reasonable person into thinking they have landed on the Company corporate page;
3. Be confusingly similar to any the Company team name; and
4. Contain any discourteous, misleading or off-color words or phrases that might damage the Company's reputation.

7.2.3 Registered External Website Content

Consultants are solely responsible and liable for their own Registered External Website content and they must ensure that it appropriately represents the Company brand and adheres to the Company Policies and Procedures. Additionally, Registered External Websites must not contain disingenuous popup-ads, promotions or malicious code. Evaluations and corrective actions regarding Registered External Websites are at the Company's sole discretion.

7.2.4 The Company Independent Consultant Disclosure

To avoid confusion, the following elements must be prominently displayed at the top of every page of a Registered External Website:

1. The Consultant's name and Rank; and
2. The Company corporate website redirect button.

Although the Company brand themes and images are desirable for consistency, anyone landing on any page of a Consultant's Registered External Website must clearly understand they are on an Independent Consultant site, and not on the Company corporate page.

7.2.5 Registered External Website Termination

In the event of the voluntary or involuntary cancellation of this Agreement, Consultants must remove their Registered External Websites from public view within three days of cancellation and redirect (forward) all traffic from that domain to the Company's domain. A Registered External Website may be transferred to another the Company Consultant, subject to the Company approval, on a case-by-case basis.

7.2.6 Team Websites

Consultants may use team websites for the purposes of connecting, communicating, training, educating and sharing best practices among team members.

7.2.7 Domain Names, Email Addresses and Online Aliases

A Consultant may use a URL with the name of the Company as long as the Company is not using that particular URL, and it must be approved by the Company in writing before use. The URL must be surrendered to the Company upon request regardless of prior permission. Consultants hereby convey all of their rights, if any, in such URLs to the Company, and Consultants agree to execute any documents necessary for a conveyance, transfer or assignment of such URLs to the Company. In addition, Consultants hereby appoint the Company as their agent for any such conveyance, transfer or assignment. Consultants will use their best efforts to aid in the release of the URL, domain or address. The Company is not responsible for any lost business or inconvenience that results to Consultants by acquiring domains or addresses that are later surrendered to the Company. Web domains or addresses using the name the Company are property of the Company, and they must be released back to the Company after termination of this Agreement for any reason. Regardless of written consent, Consultants must modify their domains or email addresses to the extent the domains or email addresses mislead individuals to believe the sites are Company-sponsored sites and not Consultants' domains or email addresses.

Except as set forth in this section, Consultants may not use or register the name of the Company or any of the Everra Trademarks or any derivatives thereof for any internet domain names, email addresses or online aliases. Additionally, Consultants cannot use or register domain names, email addresses and/or online aliases that could cause confusion or mislead individuals to believe the domain names, email addresses and/or online aliases are the property of the Company.

7.2.8 Hotlinks

When a Consultant directs readers to a Registered External Website or Replicated Website, it must be evident to a reasonable reader that, based upon the link and the surrounding context, the link leads to the Company Independent Consultant site. Attempts to mislead internet users into believing they are going to the Company corporate site when in fact they land at a Consultant site (Replicated or Registered External) is not allowed. The determination as to what is "misleading" or what constitutes a "reasonable reader" will be at the Company's sole discretion.

7.2.10 Online Auctions

It is not good for the Company or Consultants to have the Company products sold outside of the designated channel of distribution, including being dumped on the market to channels that resell the Company products at prices discounted below published prices. Consultants, therefore, will not list the Company products and services at prices discounted below published prices. In the event that a Consultant becomes aware of a third party who is selling the Company products at prices below published prices, the Consultant must immediately stop all the Company-related transactions with the third party.

7.2.11 Banner Advertising

Consultants may place banner advertisements on a website. All banner advertisements must link to their Replicated Website or a Registered External Website.

7.2.14 Spam Linking

“Spam linking” is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments that Consultants make on blogs, forums, guest books, etc. must be unique, informative and relevant.

7.2.15 Digital Media Submission (YouTube, Facebook, Instagram, etc.)

Consultants may upload, submit or publish the Company-related video, audio or photo content they develop and create so long as it aligns with the Company values, contributes to the Company community’s greater good, and is in compliance with the Company Policies and Procedures. All submissions must clearly identify the Consultant as the Company Independent Consultant in the content itself and in the content description tag, must comply with all copyright and legal requirements, and must state that the Consultant is solely responsible for the content. Consultants may not upload, submit or publish any content (video, audio, presentations or any computer files) received from the Company, or captured at official the Company events, or in buildings owned or operated by the Company, without express written permission.

7.2.16 Sponsored Links/Pay-Per-Click Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination and display URLs must link to either the sponsoring Consultant’s Replicated Website or to the sponsoring Consultant’s Registered External Website. The ads must not portray any URL that could lead the user to believe they are being directed to the Company corporate site, or be inappropriate or misleading in any way.

7.2.17 Social Media

Profiles that a Consultant generates in any social community where the Company is discussed or mentioned must clearly identify the Consultant as an “the Company Independent Consultant,” and when participating in those communities, Consultants must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at the Company’s sole discretion.

Comments Consultants create or leave must be useful, unique, relevant and specific to the blog’s article. Consultants may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments.

7.2.17.1 Consultants Are Responsible for Postings

Consultants are personally responsible for their postings and all other online activity that relates to the Company. Therefore, even if a Consultant does not own or operate a blog or social media site, if a Consultant posts to any site that relates to the Company or that can be traced to the Company, the Consultant is personally responsible for that posting. Consultants are also responsible for postings which occur on any blog or social media site the Consultant owns, operates or controls directly or indirectly.

7.2.17.2 Identification as the Company Independent Consultant

Consultants must disclose their full names on all social media postings and conspicuously identify themselves as Independent Consultants for the Company. Anonymous postings or use of an alias is prohibited.

7.2.17.3 Social Media as a Sales and Promotion Forum

Social media sites are relationship-building sites. While building relationships is an important part of the sales process, social media sites may not be used as a direct medium for generating sales or explaining the Company income opportunity except as specifically identified in this Agreement.

7.2.17.4 Deceptive Postings

Postings that are false, misleading or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Company income opportunity, the Company's products and services, and/ or a Consultant's biographical information and credentials.

7.2.17.5 Use of Third-Party Intellectual Property

If Consultants use the trademarks, trade names, service marks, copyrights or intellectual property of any third party in any posting, it is their responsibility to ensure they have received the proper license to use such intellectual property and paid the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and Consultants must adhere to any restrictions and conditions the owner of the intellectual property places on the use of its property.

7.2.17.6 Respecting Privacy

Consultants should always respect the privacy of others in their postings. Consultants must not engage in gossip or advance rumors about any individual, company, or competitive products or services. Consultants may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

7.2.17.7 Professionalism

Consultants must ensure their postings are truthful and accurate. They must fact-check all material they post online. Consultants should also carefully check their postings for spelling, punctuation and grammatical errors. Use of offensive language is prohibited.

7.2.17.8 Prohibited Postings

Consultants may not create or link to any postings or material that:

- Is sexually explicit, obscene or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise);
- Is graphically violent, including any violent video game images;
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group or entity;
- Is in violation of any intellectual property rights of the Company or any third party.

7.2.17.9 Responding to Negative Posts

The Company recommends that Consultants not converse with anyone who negatively posts against them, other Independent Consultants or the Company. Responding to such negative posts often fuels a discussion with someone carrying a grudge and who does not hold himself or herself to the same high standards as the Company, and therefore a conversation with such a person damages the reputation and goodwill of the Company. In order to notify the Company of any violations, please report negative posts to the Company by emailing them to support.

7.2.17.10 Social Media Sites with Website-Like Features

Because some social media sites are particularly robust, the distinction between a social media site and a website may not always be clear. The Company, therefore, reserves the sole and exclusive right to classify certain social media sites as websites and require that Consultants using, or who wish to use, such sites adhere to the Company's policies relating to independent websites.

7.2.17.11 Cancellation of Business

If a Consultant's business is cancelled for any reason, the Consultant must discontinue using the Everra Trademarks and all derivatives of such marks and intellectual property in any postings and on all social media sites the Consultant utilizes. If a Consultant posts on any social media site on which he or she has previously identified himself or herself as the Company Independent Consultant, that person must conspicuously disclose that he or she is no longer the Company Independent Consultant. Any costs or losses associated with discontinuance are the responsibility of the Consultant.

7.2.18 Sponsoring Online

When sponsoring a new Consultant through the online enrollment process, the Sponsor may assist the new applicant in filling out the enrollment materials. But the applicant must personally review and agree to the online Application and Agreement, and the Company's Policies and Procedures. The Sponsor may not fill out the online Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

7.2.19 Online Resource Access

The Company makes online resources available to its Consultants. The Company's Influencer Hub provides Consultants access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Consultant's business and to increase sales of the Company products. But access to the Influencer Hub is a privilege, not a right. The Company reserves the right to deny to any Consultant access to the Influencer Hub for any reason, including if such access poses a risk to the Company or its business affairs.

7.3 Conflicts of Interest

7.3.1 Non-Solicitation

The Company Consultants are free to participate in other influencer marketing or other marketing business ventures or other marketing opportunities. During the term of this Agreement, a Consultant may speak directly to his or her Customers and Consultants whom the Consultant has personally sponsored in the Company. Such communications are limited exclusively to those individuals whom the

Consultant has personally sponsored. Consultants may not directly or indirectly recruit, or attempt to recruit, other Company Consultants or Customers whom they have met, or obtained contact information from but not sponsored, for any other business.

In addition, a Consultant may not entice, solicit or encourage any Customer or Consultant to cancel his or her Agreement with the Company regardless of whether or not the Consultant sponsored them.

Consultants and the Company recognize that because this business is conducted through networks of independent contractors dispersed across the world, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Consultants agree that this non-solicitation provision applies nationwide as well as to all international markets in which Consultants are located. This provision will survive the termination or expiration of the Independent Consultant Agreement.

The provisions of this section will survive this Agreement for a period of one year following termination of this Agreement for whatever reason.

7.3.2 Confidential Information and Privacy

Confidential information includes, but is not limited to, Downline genealogy reports or similar information that identifies the Company Customers and Consultants, provides their contact information, any business-related information such as Personal and Group Sales Volumes, Consultant Rank and/ or achievement levels, etc. Confidential information is, or may be, available to Consultants in their respective Influencer Hub. Consultant access to such confidential information is password protected. The information contains proprietary information and business trade secrets belonging to the Company. Confidential information is provided to Consultants in strictest confidence and is made available to Consultants for the sole purpose of assisting Consultants in working with their respective Downline organizations in the development of their Company business. Consultants may not use the reports for any purpose other than for developing their Company business. Consultants should use the confidential information to assist, motivate and train their Downline Consultants. Consultants and the Company agree that all such information must be kept in strict confidence. To protect the confidential information, a Consultant will not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity, do any of the following:

- Directly or indirectly disclose any confidential information to any third party;
- Directly or indirectly disclose the password or other access code to his or her Influencer Hub;
- Use any confidential information to compete with the Company or for any purpose other than promoting his or her the Company business in accordance with this policy, and all applicable law;
- Recruit, solicit or attempt to influence or induce any Customer or Consultant of the Company who is listed on any report or in the Consultant's Influencer Hub to alter their business relationship with the Company; or
- Use or disclose to any person, partnership, association, corporation or other entity any confidential information.

Further, Canada has privacy laws that govern how you collect, use, disclose and protect personal information. Canadian privacy commissioners actively enforce the Canadian privacy laws, and may undertake investigations to ensure compliance. As a Consultant, you are responsible for your own collection, use and disclosure of personal information. You are required to take appropriate steps to be familiar with the data protection and privacy laws that apply and protect the personal information of any current or prospective customers or consultants or other individuals in accordance with these policies and the applicable laws.

Consultants must maintain the confidentiality of customer and other consultant's personal information and shall ensure that it is secured against loss, access or taking by unauthorized persons, that it is processed in accordance with applicable laws, and that it is protected from alteration, loss, damage or destruction. The measures that you implement to protect personal and Confidential Information must be proportionate to its sensitivity. Highly sensitive information, such as payment information, must be afforded a very high degree of security. You must implement physical, organizational, and technical safeguards to secure the personal information you process, appropriate to its sensitivity in accordance with the applicable laws, and these policies.

When collecting personal information you must obtain the individual's informed consent to collect, use or disclose it. This means you must advise why and with whom the information will be shared and how it will be used. You must advise of this prior to the collection of personal information. It is your responsibility to maintain the security of the personal information you process, and to ensure you only collect, use, and disclose it in a manner to which the individual the information is about has consented. If the individual withdraws their consent, you must cease collecting, using, or disclosing their personal information. Consent must be obtained in a manner that allows the individual to understand the nature, purpose and consequences of what they are agreeing to, and must use clear, understandable language. You are required to take measures which notify individuals how their personal information will be collected, used, or disclosed.

Consultants must limit their collection, use, disclosure and retention of personal information to that needed for the purposes you have disclosed to the affected individuals, and you must be open and transparent regarding your privacy practices. You may only collect the personal information necessary to fulfill those purposes, and must ensure those purposes are reasonable, and maintain the accuracy of the personal information you collect. You must keep the personal information in confidence in perpetuity, and may not sell personal information. In the case of any information you obtain from the Company, you may use and disclose it only in manners that we allow, and you must cease processing it and return it to us or destroy it if we ask you to. You must inform us of any withdrawals of consent you receive in respect of such information. You may retain personal or confidential information only as long as it is needed for the purposes you have disclosed to the individual, and must return information we have provided, or delete it, on our request or if you are no longer a Consultant. For example, you should shred or irreversibly delete the personal information of others once you no longer need it for purposes you have disclosed and to which the individual has consented.

This provision will survive the termination or expiration of the Independent Consultant Agreement indefinitely.

7.3.4 Prior Agreements

By entering into the Agreement, a Consultant represents and warrants that entering into the Agreement does not violate any other agreement to which the Consultant is a party, nor breaches any confidential relationship between the Consultant and other parties. The Consultant agrees that he or she will not use for the Company's benefit or disclose to the Company any confidential information of any third party which the Consultant is prohibited by agreement (such as an agreement with another client) or otherwise from so using or disclosing such confidential information. The Consultant agrees to indemnify and hold the Company harmless from all damages, expenses, costs (including reasonable attorneys' fees) and liabilities incurred in connection with, or resulting from, breach of this section.

7.4 Deceptive Practices

Consultants must fairly and truthfully explain the Company products, opportunity, and Policies and Procedures to prospective Consultants. This includes:

- Being honest and thorough in presenting material from the Company to all potential Consultants;
- Making clear that income from the Company is based on product sales and not on sponsoring other Consultants;
- Representing that past earnings in a given set of circumstances do not necessarily reflect future earnings;
- Not misrepresenting the amount of expenditure that an average Consultant might incur in carrying on the business;
- Never stating or inferring that a Consultant will build a Downline organization for anyone else;
- Never stating that profits or earnings are guaranteed for an individual Consultant;
- Never stating that any consumer, business or government agency has approved or endorsed the Company products; and
- Never participating in Downline purchasing (placing a sales order in an Income Position other than where the sale was generated).

7.5 Adherence to all Applicable Laws

Consultants have the responsibility to know, understand and abide by the laws and regulations of the jurisdiction in which they reside. Consultants must comply with all federal, provincial, territorial, and municipal laws and regulations in the conduct of their businesses. Many municipalities have laws regulating certain home-based businesses. If a municipality tells a Consultant that a bylaw applies to him or her, the Consultant will be polite and cooperative, and must immediately send a copy of the bylaw to the Company.

7.6 Unauthorized Claims

7.6.1 - Indemnification

The Company and its Consultants are fully responsible for all of their respective oral and written statements made regarding the Company products and services that are not expressly contained in Official Company Materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through social media, in print or by any other means of communication. Each party agrees to indemnify the other party (as well as its directors, officers, employees and agents, if any) and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by the other party as a result of the first party's unauthorized representations or actions. This provision will survive the termination of this Agreement.

7.6.2 Product Claims

In order to comply with legal requirements, neither the Company nor any Consultant may make claims (which include personal testimonials) about therapeutic, curative or beneficial properties of any products offered by the Company except those contained in official Company literature and as approved by Health Canada in a market authorization.

7.6.3 Income Claims

Consultants shall not make claims or representations of potential or guaranteed income or profits in connection with the business. Any amounts that Consultants earn through the business are based only on the sale of products and not on the mere act of sponsoring other Consultants. The *Competition Act* requires a typical earning disclosure each time a Consultant makes an income or lifestyle claim. As Consultants generally do not have the information necessary to comply with such legal requirements, when discussing the business with other Consultants or potential Consultants, Consultants may not make any projections, claims or estimates regarding such other Consultants' potential or guaranteed income from the business, or disclose their own income from the business (including by showing account statements, cheques, copies of cheques, bank statements, tax records or other such documents).

Lifestyle claims (e.g., my business allowed me to buy a new home, retire from my other job, allow my spouse to quit her or his job, or take a luxury vacation) are considered to be equivalent to income claims.

In certain circumstances, Consultants will be in a position to explain how the Compensation Marketing Plan works. The truthful explanation of the Marketing Plan must be accompanied by the Company's typical earnings disclosure ("TED"). The TED must be in close proximity and at least as prominent as the explanation.

7.7 Governmental Approval or Endorsement

Consultants will not represent or imply that the Company has been "approved," "endorsed," or otherwise sanctioned by any government agency.

7.8 International Marketing

Consultants are authorized to sell the Company products and services and enroll Customers and Consultants only in the countries in which the Company or a related company is authorized to conduct business as announced in official Company literature and subject to any limitations therein. The Company products or sales aids may not be shipped to or sold in any foreign country in which the Company is not authorized to conduct business unless an exception is expressly granted in writing by the Company. (Such exceptions will be governed by a separate written agreement). Additionally, in any unauthorized country, a Consultant may not (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll Consultants; or (c) conduct any other activity for the purpose of selling the Company products, establishing a Marketing Organization, or promoting the Company opportunity.

7.9 Repackaging and Re-Labeling Prohibited

The Company products may only be sold in their original packaging. In order to assure a tamper-free product, Consultants may not repackage, re-label or alter the labels on the Company products. Tampering with labels or packaging may be a violation of federal, provincial or territorial laws and may result in civil or criminal liability. Consultants may affix a personalized sticker with their personal contact information to each product or product container as long as it is done without removing existing labels or covering any text, graphics or other material on the product label.

7.10 Excess Inventory and Bonus Buying

Consultants must never purchase more products than they can reasonably use or sell to Retail Customers in a month, and they must not encourage others to do the same (unless otherwise purchased in kits offered by the Company). In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for Rank advancement, incentives, prizes, commissions or bonuses that are not driven by genuine product or service purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man, placing orders for others and other artifice.

7.11 Downline Purchasing

Consultants must not place a sales order in an Income Position other than the Income Position where the sale was generated unless they have express written approval from the Company. If a Consultant violates the provisions of this section, the Company may restrict or deduct sales volume, commissions and bonuses paid to that Consultant and to all Consultants who earned such compensation. These restrictions or deductions may continue every commission period thereafter until all point volume, commissions and bonuses are recovered from all Consultants who received compensation from such sales.

7.12 Targeting Other Sellers

The Company does not condone Consultants specifically or consciously targeting the sales force of another company to sell the Company products or to become Consultants for the Company. Furthermore, the Company does not condone Consultants soliciting or enticing distributors of another company to violate the terms of their contracts with such company. Consultants bear the risk of this activity. If any lawsuit, arbitration or mediation is brought against a Consultant alleging that he or she

engaged in inappropriate recruiting activity, the Company will not pay any of the Consultant's defense costs or legal fees, nor will the Company indemnify the Consultant for any judgment, award or settlement. Consultants agree to indemnify and hold harmless the Company and its employees and officers from any legal actions incurred as a result of this activity.

7.13 Change of Sponsor

In order to protect the business of every Independent Consultant, the Company prohibits changes in sponsorship. Accordingly, the transfer of the Company business from one Sponsor to another is rarely permitted beyond 10 business days. Requests for change of sponsorship must be submitted in writing to the Support Department and must include the reason for the transfer. Transfers will be considered in the following three circumstances.

7.13.1 Conflicting Enrollments

Every prospective Consultant has the ultimate right to choose his or her own Sponsor. As a general rule, the first Consultant who does meaningful work with a prospective Consultant is considered to have first claim to sponsorship. Basic tenets of common sense and consideration should govern any dispute that may arise. In the event that a prospective Consultant, or conversely, two or more Consultants on behalf of a prospective Consultant, submits more than one Consultant Application and Agreement to the Company listing a different Sponsor on each, the Company will take the following action:

- Since the Company cannot force any individual to comply with rules they have not signed, the Company will ask the prospective Consultant who first introduced the prospect to the Company and attempt to persuade the prospect to go with the initial introducer.
- In the event of indecision on the part of the prospect, the Company will assign sponsorship according to its best judgment with strong consideration toward the first Application and Agreement that the Company receives, accepts and processes. If there is any question concerning the sponsorship of a Consultant, the final decision will be made by the Company.

7.13.2 Misplacement

Where an incorrect Placement was made due to a Consultant error, a change in the line of sponsorship can be made to correct the error where a request for a change is made within three (3) days of enrollment. If a Consultant makes such a request, he or she must also submit the written consent of his or her Sponsor. In no case will a change of Placement be approved where a signed application has not been received by the Company.

7.13.3 Cancellation and Re-Application

There are two ways that a Consultant may change organizations within the Company structure.

First, a Consultant may reapply with the Company after six full calendar months from the date the Consultant sends a written notice of cancellation to the Company.

During this six-month period, the Consultant who cancelled may approach or be approached by potential new Sponsors, but the Consultant must otherwise be inactive in any the Company business.

Or second, a Consultant may re-apply after a 12-month (or longer) period of inactivity. The Consultant must send a written notice of cancellation to the Company before the Consultant may reapply after the period of inactivity.

Inactivity means the Consultant does not purchase or sell the Company products, does not sponsor new Consultants, does not attend any the Company functions, does not participate in any other the Company activity or the operation of any the Company business, and does not receive income from any the Company business. Either way, a Consultant must submit a written notice of cancellation to the Company before the Consultant may reapply. During this 12-month period, the Consultant who is inactive may not approach or be approached by potential new Sponsors.

When reapplying after following one of the cancellation procedures stated above, the former Consultant's Downline must remain in its original line of sponsorship. That is, teams or small groups of Downline Consultants (more than one Consultant) cannot cancel, wait for six or 12 months of inactivity, and then re-enroll as a team under another Sponsor. Such attempts to re-enroll as a team will be considered de facto Crossline Raiding (as explained below), and will not be allowed. Re-enrolled Consultants are not eligible for any special enrollment arrangements, privileges or discounts.

7.13.4 Crossline Moving/Crossline Raiding

In order to ensure the growth of all Consultants, once an Income Position has been established and a period of 10 business days has passed, a Consultant may NOT change either Sponsor or Placement position within the commission plan tree structure. The use of trade names, DBAs, corporations, partnerships (or other business entities), trusts, family members, spouse names, friends/ associates, Social Insurance numbers, Social Security numbers, Employer Identification numbers, fictitious ID numbers, etc. to circumvent this policy and thereby build an alternative organization in a different position is strictly prohibited.

It is the obligation of every Consultant to inform the Company of this type of violation. Due to the serious nature of moving crossline, the financial loss of the Company business, and the long-term ramifications of discovery years after the infraction, when a Consultant learns of a crossline move, he or she must inform the Company immediately if the violation occurred within a year.

Crossline enticement and Crossline Raiding is strictly prohibited. This means that Consultants may not demean, discredit or invalidate other the Company Consultants in an attempt to entice individuals to become part of their Downline organization. Further, while befriending crossline Consultants is acceptable, befriending them and then inviting them on trips, buying them meals, and implying that life is better on another team is considered crossline enticement, which is prohibited. Circumvention or deception used in moving from one organization to another is also strictly prohibited.

Teams or small groups of Downline Consultants (more than one Consultant) cannot cancel, wait six or 12 months, and then re-enroll as a team under another Sponsor. Such attempts to re-enroll as a team will be considered de facto Crossline Raiding. Any team that cancels, waits six months, and then attempts to re-enroll under another Sponsor will not be allowed to re-enroll. The Company may also take disciplinary action against any Consultant who attempts to entice crossline teams to re-enroll under him or her. If a Consultant is found to have trained other Consultants how to change either Sponsor or Placement position in the tree structure, the Consultant will face disciplinary sanctions.

7.14 Waiver of Claims

In cases in which the appropriate sponsorship change procedures have not been followed, and a Downline organization has been developed in the second business created by a Consultant, the Company reserves the sole and exclusive right to determine the final disposition of the Downline organization. Resolving conflicts over the proper Placement of a Downline that has developed under an organization that has improperly switched Sponsors is often extremely difficult. Therefore, CONSULTANTS WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES AND AGENTS THAT RELATE TO OR ARISE FROM THE COMPANY'S DECISIONS REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

7.15 Trade Shows, Expositions and Other Sales Forums

Consultants may display and sell the Company products at trade shows and professional expositions with prior written approval from the Company. Requests are approved on a first submitted, first-served basis, and a maximum of one the Company booth or display per event is allowed. Approval is given only for one event at a time. No global, multiple event requests are allowed. the Company further reserves the right to refuse authorization to participate at any event that it does not deem a suitable forum for the promotion of its products, services or the Company opportunity. Approval will be granted unless the event is not conducive to the professional image the Company wishes to portray. In the event of multiple requests for a specific event, the Company will have the right of sole determination with emphasis placed on the initial requestor and the frequency of request.

7.17 Business Entities

Any legally recognized business entity including, but not limited to, corporations, partnerships or trusts ("Business Entity") may apply to be the Company Consultant. The Business Entity, as well as all shareholders, members, managers, partners, trustees, and other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to the Company, compliance with the Company Policies and Procedures, the Company Independent Consultant Agreement, and all other obligations to the Company.

To prevent the circumvention of transfers and assignments of the Company business and issues regarding sponsorship changes, if any Affiliated Party wants to terminate his or her relationship with the Business Entity or the Company, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify the Company in writing that he or she has terminated his or her affiliation with the Business Entity, and must comply with the provisions set forth in this Agreement. In addition, the Affiliated Party who forgoes his or her interest in the Business Entity may not participate in any other the Company business for six consecutive calendar months in accordance with this Agreement. If the Business Entity wishes to bring on any new Affiliated Party, then the Business Entity must adhere to all Agreement requirements.

The modifications permitted within the scope of this paragraph do not include a change of sponsorship. Please allow 30 days after the receipt of the request by the Company for processing.

7.17.1 Changes to a Business Entity

Each Consultant must immediately notify the Company of all changes to the type of Business Entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

7.18 Change of Address, Telephone and Email Address

To ensure timely delivery of products, support materials, commission and tax documents, it is important that the Company's files are current. Street addresses are required for shipping; the Company cannot deliver to a Post Office box. Consultants who change their email addresses, telephone numbers or physical addresses must update their profile in the Influencer Hub. Two weeks' advance notice must be provided to the Company on all changes in order to guarantee proper delivery. In the event that a Consultant's contact information changes, he or she must amend his or her contact information through the Influencer Hub within 30 days of the change. Consultants must provide the Company with accurate contact and banking information in order for the Company to successfully pay commissions. If a Consultant fails to provide accurate and current contact and banking information, then the Consultant is ineligible to receive commissions.

A Consultant may change his or her country of primary residence not more than once every three years without the express written consent of the Company. A Consultant must have a legitimate reason, as determined by the Company, to change his or her country of primary residence, such as the primary residence has changed.

7.19 Income Taxes

The Company cannot provide Consultants with any personal tax advice. Consultants should consult their own tax accounting and legal advisors. Each Consultant is responsible for paying municipal, provincial, territorial, and federal taxes on any income generated as an Independent Consultant.

The Company shall file such information returns as required by law (generally, a T4A slip) with CRA. Consultants must provide the Company with the required taxpayer identification number (generally, a Social Insurance Number). Consultants acknowledge that the Company will provide information, where legally required to do so, to CRA.

Where the Company is required by law to report such information, Consultants agree to allow and assist in providing all relevant information to such agencies.

7.20 Independent Contractor Status

Consultants are independent contractors. The Agreement between the Company and its Consultants does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the Consultant. Consultants will not be treated as employees for their services or for federal, provincial or territorial tax purposes. All Consultants are responsible for paying municipal, provincial, territorial, and federal taxes due from all compensation earned as a Consultant of the Company and for filing any requisite information returns. Consultants have no authority (expressed or implied) to bind the Company to any obligation. Each Consultant shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Independent Consultant Agreement, these Policies and Procedures, and applicable laws.

7.21 One Company Business Per Consultant

A Consultant may operate or have an ownership interest (legal or equitable, as a sole proprietorship, partner, shareholder, trustee or beneficiary) in only one Company business. No individual may have interest in, operate or receive compensation from more than one Company business.

7.22 Actions of Household Members or Affiliated Parties

If any person within a Consultant's immediate Household engages in any activity that, if performed by the Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Consultant, and the Company may take disciplinary action against the Consultant. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and the Company may take disciplinary action against the Business Entity. Likewise, if a Consultant enrolls in the Company as a Business Entity, each Affiliated Party of the Business Entity will be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

7.23 Sale, Transfer or Assignment of the Company Business

In the event that a Consultant decides to sell the Company business, the Company will do everything it can, consistent with these Policies and Procedures, to accommodate the Consultant's wishes. However, the Consultant must submit a request in writing to the Company to request an approval of the sale and for the assignment of the Agreement and the Company, in its sole discretion, has the right to agree or not agree to such a sale or assignment. The following conditions must be met for the Company to consider such a request:

- The selling Consultant must offer the Company the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. The Company will have 15 days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must remain or become a qualified the Company Consultant within six months. The buyer or transferee cannot be a current Company Consultant.
- In an effort to prevent Crossline Raiding, the Company will not allow the transfer of the Company business to a current Consultant or to a former Consultant who cancelled his or her the Company business less than two years before a proposed transfer date. A former Consultant may only acquire a new Company business in a transfer if it has been two years or longer since the former Consultant canceled his or her the Company business.
- Before the sale, transfer or assignment can be finalized and approved by the Company, any debt obligations the selling party has with the Company must be satisfied.
- The selling party must be in good standing with the Company and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign the Company business. Only activated, and currently active, Income Positions may be sold.
- The selling Consultant has explained to the buyer or transferee the transaction is "as is." The buyer or transferee understands that he or she should have no expectation that the selling Consultant's Rank, sales volume, commissions, etc. are anything more than what they are. The selling Consultant must not

make promises that the buyer's Rank, sales volume, commissions, etc. will rise without the buyer's hard work and effort. The careful buyer should take the time to examine the business before accepting it.

- Consultants cannot frequently transact or be involved in the buying or selling of Distributorships.

7.24 Separation of the Company Business the Company

Consultants sometimes operate their Company businesses as spousal partnerships, regular partnerships, corporations, trusts or other Business Entities. If a marriage ends in divorce, or if a corporation, partnership, trust or other Business Entity dissolves, arrangements must be made immediately to ensure that any separation or division of the business is accomplished in a way that does not adversely affect the interests and income of other businesses up or down the line of sponsorship. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the Company business according to an assignment in writing. Thus, the relinquishing spouse, shareholders, partners or trustees authorize the Company to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the Company business jointly on a "business-as-usual" basis, whereupon all compensation paid by the Company will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

If a former spouse has completely relinquished all rights to the original the Company business pursuant to a divorce, he or she is free to enroll under any Sponsor of his or her choosing without waiting six calendar months. In the case of Business Entity dissolutions, the former partner, shareholder, member or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as a Consultant. In either case, the former spouse or business affiliate will have no rights to any Customers or Consultants from their former organization. They must develop the new business in the same manner as would any other new Consultant.

7.25 Merging the Company Businesses

Under unique circumstances, individuals may possess multiple Company businesses (e.g. through marriage or inheritance) and may elect to merge the two businesses into a single business. This can only be done by express written consent from the Company and is subject to these Policies and Procedures.

Merging means the secondary income position will become a re-entry to the primary income position. With a merger, extra re-entries may exist on any single line. This is allowed, but the earning of future re-entries will be subject to the rules of earning additional reentries. Thus, the two Company businesses become one.

7.26 Succession

Upon the death or incapacitation of a Consultant, his or her business may be passed to his or her heirs or named beneficiaries. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Consultant should consult a lawyer to assist him or her in the preparation of a will or other testamentary instrument. Whenever the Company business is transferred

by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Consultant's Marketing Organization provided the following qualifications are met. The successor(s) must:

- Execute an Independent Consultant Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Consultant's status;
- Provide the Company with an "address of record" to which all bonus and commission cheques will be sent;
- Form a Business Entity and acquire a CRA business number (or other appropriate tax identification number, as may be the case) if the business is bequeathed to joint devisees. The Company will issue all bonus and commission cheques to the Business Entity.

7.26.1 Transfer Upon Death of a Consultant

To effectuate a testamentary transfer of the Company business, the executor of the estate must provide the following to the Company: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor or administrator to the Company specifying to whom the business and income should be transferred.

7.26.2 Transfer Upon Incapacitation of a Consultant

To effectuate a transfer of the Company business because of incapacity, the successor must provide the following to the Company: (1) a notarized copy of a valid and continuing Power of Attorney for Property; or (2) a notarized copy of the court order or other documentation establishing the guardian's right to administer the Company business; and (3) a completed Independent Consultant Agreement executed by the attorney or guardian. Any earned commissions not paid during the transfer of ownership under this section will be paid in full, without interest, to the appointed heir(s) or beneficiary(s), or attorney or guardian. It is the responsibility of the estate executor or administrator, or attorney or guardian, to assure that qualification and renewal requirements are met. In the event that any commission or business qualification requirement is not met, the loss will be commensurate with the terms of this Agreement.

7.27 Product Abandonment

An order transaction is considered complete only when the order has been paid for and delivery method has been satisfied. If these conditions are not met within 30 days from the date of the order, we reserve the right to determine the final outcome of the order, and you release us from any further obligation or liability.

7.28 Animal Testing

Each Consultant affirms they will not conduct, commission, or be a party to animal testing nor allow animal testing to be performed by or for submission to regulatory agencies in order to distribute the Company products in foreign markets.

7.29 Class Action Waiver

Each Consultant agrees to waive any right to bring a class action, participate in a class action, or proceed on a class basis. In the event this class action waiver is declared to be unenforceable for any reason, the remainder of the Agreement shall remain in effect.

SECTION 8 — RESPONSIBILITIES OF CONSULTANTS

8.1 Continuing Development Obligations

8.1.1 Ongoing Training Responsibilities

Any Consultant who sponsors another Consultant to become part of the Company must deliberately assist and train his or her Downline to ensure that his or her Downline is properly operating their Company businesses. Consultants must have ongoing contact and communication with the Consultants in their Downline organizations. Examples of such contact and communication may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voicemail, electronic mail, and the accompaniment of Downline Consultants to the Company meetings, training sessions and other functions. Upline Consultants are also responsible to motivate and train new Consultants in the Company product knowledge, effective sales techniques, and compliance with Company Policies and Procedures using the Company-approved sales aids and promotional materials.

Consultants should monitor the Consultants in their Downline organizations to prevent Downline Consultants from making improper product or business claims, or engaging in any illegal or inappropriate conduct.

8.1.2 Increased Training Responsibilities

As Consultants progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the Company program. Accordingly, they will be asked to share this knowledge with less experienced Consultants within their organization.

8.1.3 Ongoing Sales Responsibilities

Regardless of their level of achievement, Consultants have an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers. Consultants must ensure the ongoing sale of the Company products and services to end consumers.

8.2 Non-Disparagement/Defamation

The Company wants to provide its Consultants with the best products and service in the industry. To that end, the Company values constructive criticism and comments from its Consultants. All such comments should be submitted in writing to the corporate office. Although the Company welcomes constructive input, negative comments and remarks made in the field by Consultants about the Company or its products serve no purpose other than to diminish the enthusiasm of other the Company consumers. For this reason, and to set the proper example for their Downline, Consultants must not disparage, demean or make negative remarks about the Company, other the Company Reps, the Company products, the Company marketing, or the Company's directors, officers or employees.

Suppositions or non-factual — or outright deceitful — statements or print will be construed as defamatory and/or libel, and based on magnitude, will be a material breach of this Agreement and should be submitted to the Company.

SECTION 9 — SALES REQUIREMENTS

9.1 Product Sales

Commissions from the Company are based on the sale of the Company products and services to end consumers. Consultants must fulfill personal and Downline organization Retail Sales requirements (as well as meet other responsibilities set forth in this Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. Consultants must satisfy the following sales requirements to be eligible for commissions:

- Consultants must satisfy the Personal Sales Volume and Group Sales Volume requirements to fulfill the requirements associated with their Rank. Personal Sales Volume includes purchases made by the Consultant and purchases made by the Consultant's personal Customers. Group Sales Volume includes the total sales volume of all Consultants in his or her Marketing Organization as well as the Consultant's Personal Sales Volume.
- At least 70% of a Consultant's total monthly Personal Sales Volume must be sold to individuals not eligible for commissions in order to ensure that the Company products are moving to end Customers.
- As the Company business is developing, the Consultant must develop or service a minimum number of Customers who are actively ordering from him or her every month.

9.2 Sales Receipts for Non-Online Orders

The applicable laws of each province and territory require all Consultants to provide their Retail Customers with a copy of a compliant customer order form which also serves as the Company sales receipt. Consultants must retain all Retail Sales receipts for a period of two years and furnish them to the Company at the Company's request.

SECTION 10 — BONUSES AND COMMISSIONS

10.1 Bonus and Commission Qualifications and Accrual

A Consultant must be active, provide current accurate contact information for correspondence, and be in compliance with the Agreement to qualify for bonuses and commissions. So long as a Consultant complies with these conditions, the Company shall pay commissions to such Consultant according to Company marketing material. All commissions owed a Consultant, regardless of the amount, less any outstanding debt owed by the Consultant or any commissions unearned as a result of returns, will be paid upon the termination of a Consultant's business. Consultants must provide the Company with accurate contact and banking information in order for the Company to successfully pay commissions to Consultants. If a Consultant fails to provide to the Company accurate and up-to-date contact and banking information, the Consultant is ineligible to receive commissions.

10.2 Adjustment to Bonuses and Commissions

10.2.1 Adjustments for Returned Products and Services

Consultants receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to the Company for a refund or is repurchased by the Company, the following will occur: (1) the bonuses attributable to the returned or repurchased product(s) will be deducted in subsequent commissions based on when the refund is recorded, and will continue until the commission is recovered from the Upline Consultants who received bonuses and commissions on the sales of the refunded products; or (2) the Consultants who earned commissions from the sale of the returned products will have the corresponding points deducted from their line volume during the pay period the returned product is recorded by the Company.

10.2.2 Commission Payments

The Company pays commissions through common payment methods based on country including, but not limited to, a third party provided debit card, the terms of which are provided in the debit card agreement. Any exchange rate variation is the risk of the Consultant.

10.2.3 Right of Offset

Consultants allow the Company to deduct from commissions any outstanding debt owed by a Consultant to the Company until such debt is paid in full.

10.3 Unclaimed Bonuses, Commissions, Credits and Other Remuneration

Consultants must deposit or cash cheques from the Company and claim any credits or other remuneration from the Company within six months of their issue date. A cheque that remains uncashed or a credit that remains unclaimed after six months will be void. After a cheque or credit has been voided, the Company will attempt to notify the Consultant holding an uncashed cheque or unclaimed credit by sending written notice to his or her last known address, identifying the amount of the cheque or credit, and advising the Consultant that he or she can request the cheque or credit be reissued. There will be a charge for reissuing a cheque or credit and an additional fee for each notice sent to the Consultant where applicable by law. These charges will be deducted from the balance owed to the Consultant.

10.4 Reports

All information provided by the Company in Downline activity reports, including, but not limited to, Personal and Group Sales Volume (or any part thereof) and Downline sponsoring activity, is believed to be accurate and reliable. Nevertheless, the information is not guaranteed by the Company or any persons creating or transmitting the information due to various factors including, but not limited to, the inherent possibility of human, digital and mechanical error; the accuracy, completeness and timeliness of orders; denial of credit card and electronic cheque payments; returned products; and credit card and electronic cheque chargebacks.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN

PARTICULAR, BUT WITHOUT LIMITATION, THERE WILL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY CONSULTANT OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BONUSES OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE INFORMATION), EVEN IF THE COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of the Company's online reporting services and reliance upon the information contained therein is at Consultants' own risk. All such information is provided "as is." If a Consultant is dissatisfied with the accuracy or quality of the information, his or her sole and exclusive remedy is to discontinue use of and access to the Company's online reporting services and his or her reliance upon the information.

10.5 Errors or Questions

If a Consultant has questions about commissions or believes any errors have been made regarding commissions, bonuses, genealogy lists or charges, the Consultant must notify the Company in writing within 14 days of the date of the alleged error. The Company will not be responsible for any errors, omissions or problems reported to the Company after 14 days. In the event an error is made, the Company will promptly adjust any amount owed up to, but not exceeding, what would have been earned from commissions had the error not occurred. Any additional losses incurred by the Consultant will be at the discretion of the Company on a case-by-case basis.

SECTION 11 — DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

11.1 Disciplinary Sanctions

The Company has a legal, moral and ethical responsibility, not only to federal, provincial and territorial governments, but also to our Consultants, to ensure that the Company Consultants are compliant with federal, provincial, territorial and municipal laws and regulations. The first priority of compliance, therefore, is to educate Consultants on their duties under this Agreement and under the laws and regulations that govern their businesses. The Company believes that its Consultants are honest and ethical unless evidence gives the Company reason to conclude otherwise.

With respect to any breach of this Agreement or violation of any legal duty, the Company's goal is always to try to resolve the problem in an amicable fashion that will serve the best interests of all parties involved. When such breaches or violations occur, the vast majority of Consultants are willing to

immediately modify behavior to resolve the problem. Regrettably, however, under certain circumstances, it is not only beneficial but also necessary to impose disciplinary sanctions.

Accordingly, breach of the Agreement and/or violation of any legal duty including, but not limited to, any applicable duty of loyalty; any illegal, fraudulent, deceptive or unethical business conduct; commencing a lawsuit against the Company; or any act or omission by a Consultant that in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Consultant's the Company business), may result, at the Company's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Consultant to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission cheques;
- Loss of rights to one or more bonus and commission cheques;
- Withholding all or part of the Consultant's bonuses and commissions during the period that the Company is investigating any conduct allegedly in violation of the Agreement (the Company understands that this particular sanction could potentially be very harmful to a Consultant. The Company, therefore, would only exercise this sanction in a situation that presents an immediate risk of harm to another Consultant's business. If a Consultant's business is cancelled for disciplinary reasons, the Consultant will not be entitled to recover any commissions withheld during the investigation period);
- Suspension of the individual's Independent Consultant Agreement for one or more commission periods;
- Suspension and/or termination of the offending Consultant's the Company website or website access;
- Involuntary termination of the offender's Independent Consultant Agreement as a last resort;
- Any other measure expressly allowed within any provision of the Agreement or which the Company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Consultant's policy violation or contractual breach; and/or
- In situations deemed appropriate by the Company, the Company may institute legal proceedings for monetary and/or equitable relief.

The Company cannot foresee all of the ways in which this Agreement may be breached or legal duties may be violated by the Company's Consultants. The Company, therefore, reserves the right to exercise its best and fair judgment in addressing breaches and violations that this Agreement does not now anticipate.

11.2 Grievances and Complaints

When a Consultant has a grievance or complaint with another Consultant regarding any practice or conduct in relationship to their respective the Company businesses, the complaining Consultant should first try to resolve the issue with the offending Consultant. If they are unable to resolve the issue, the Company recommends that a common Upline leader resolve the matter. If the matter involves

interpretation or violation of Company policy, it must be reported in writing to the Company. The Company will review the facts and resolve it.

11.3 Mediation

A Consultant has the right to pursue litigation **provided that the Consultant specifically waives its right to a trial by jury and waives its right to participate in a class action, bring a class action or proceed on a class basis**. Before instituting an action, however, the parties shall meet in good faith and attempt to resolve any dispute through non-binding mediation. One individual who is mutually acceptable to the parties will be appointed as a mediator. The mediation will occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, will be paid for equally by the parties. Each party shall pay any legal fees, costs and individual expenses associated with conducting and attending the mediation. Mediation will be held in a location reasonably accessible to the Consultant or at the Consultant's option in Toronto, Ontario, Canada, and will last no more than two business days.

11.4 Litigation

If mediation is unsuccessful, any controversy or claim arising from or relating to the Agreement, or any breach of the Agreement, will be settled by litigation. Each party shall be responsible for legal fees and all other costs in defense of its position.

11.5 Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter **not subject to arbitration** shall reside exclusively in the courts of the Province or Territory in which the Consultant resides without regard to choice of law or conflict of law principles. Mandatory and exclusive jurisdiction and venue of any claim, dispute, matter, controversy or action that is **not subject to arbitration** shall be in the Superior Court of the Province or Territory in which the Consultant resides to the exclusion of all other venues and forums and the Consultant hereby waives any and all objections to such venue, including personal jurisdiction and forum non-conveniens.

SECTION 13 — INACTIVITY AND CANCELLATION

13.1 Voluntary Cancellation

A Customer or Consultant has the right to cancel at any time, regardless of the reason. Cancellation must be submitted in writing to the Company. The written notice must include the Consultant's signature, printed name, address and Consultant ID number.

Consultants who have consented to electronic contracting will cancel their Agreement should they withdraw their consent to contract electronically.

13.2 Cancellation Due to Inactivity

If a Consultant has not become Active for three consecutive calendar months, his or her Agreement will be cancelled.

13.3 Involuntary Cancellation

A Consultant's violation of any of the terms of the Agreement, including any amendments that may be made by the Company in its sole discretion, may result in any of the sanctions listed in this Agreement, including the involuntary cancellation of his or her Independent Consultant Agreement. Cancellation will be effective on the date on which written notice is mailed, emailed, faxed or delivered to an express courier, to the Consultant's last known address, email address or fax number, or to his or her attorney.

13.4 Cancellation for Convenience

The Company reserves the right at any time to terminate for convenience in its sole discretion any Independent Consulting Agreement upon thirty (30) days' written notice. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed or delivered to an express courier to the Consultant's last known address, email address or fax number or to his/her counsel or when the Consultant receives actual notice of cancellation, whichever occurs first. The Company shall not be required to have any reason nor to prove any cause in order to terminate any Independent Consultant Agreement with any Consultant. If and when any Independent Consultant Agreement with any Consultant is terminated, the Consultant shall have no claim against the Company, its affiliates or their respective officers, directors, agents, employees, servants and representatives, nor any right to claim or collect lost profits, lost opportunities or any other damages. Termination will result in the loss of all benefits as a Consultant. The terms hereof are in satisfaction of any and all statutory and common law claims, including without limitation, any right to reasonable notice of termination of the contractual relationship.

13.5 Effect of Cancellation

Should a Consultant's relationship with the Company come to an end by voluntary or involuntary cancellation of the Agreements, such Consultant will give up his or her right, title, claim or interest to the Marketing Organization that he or she operated. The former Consultant will also give up his or her right, title, claim or interest in any commission or bonus from the sales generated by the organization. A Consultant whose business is cancelled will lose all rights as a Consultant. This includes the right to sell the Company products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Consultant's former Downline sales organization. In the event of cancellation, Consultants agree to waive all rights they may have, including, but not limited to, property rights to their former Downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of their former Downline organization.

Following a Consultant's cancellation of his or her Independent Consultant Agreement, the former Consultant will not portray himself or herself as the Company Consultant and will not have the right to sell the Company products or services. A Consultant whose business is cancelled will receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). Similarly, a Consultant whose business is cancelled will receive credits only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

13.5 Exceptions to Activity Requirements

13.5.1 Military Deployment

The Company proudly supports all of its active-duty military personnel. Active-duty military personnel who are Consultants will be exempt from meeting their Personal Sales Volume and Group Sales Volume quotas for the term(s) of any deployment, temporary duty ("TDY"), permanent change of station ("PCS") or assignment outside of Canada.

DEFINITIONS

Active Consultant — A Consultant who satisfies the minimum Personal Sales Volume requirements as set forth in the Company marketing material to ensure that he or she is eligible to receive bonuses and commissions.

Affiliated Party — A shareholder, member, partner, manager, trustee or other party with any ownership interest in, or management responsibilities for, a Business Entity.

Agreement — The contract between the Company and each Consultant. This includes the Consultant Application and Agreement, the Company Policies and Procedures, and the Business Entity Form (when appropriate), all in their most current and updated forms. These documents are collectively referred to as the "Agreement."

Business Entity — Any legally recognized entity including, but not limited to, corporations, partnerships or trusts.

Company — Everra Canada Limited.

Consultant — A person currently authorized by the Company to enter into a business relationship with the Company.

Crossline Raiding — The direct or indirect enrollment of, solicitation of, attempted enrollment of and/ or enticement of an individual who or entity that already has a current Independent Consultant Agreement on file with the Company, or who has had such an Agreement within the preceding six calendar months within a different line of sponsorship.

Customer — An individual who purchases the Company products from a Consultant who is not a participant in the Company.

Downline — This term refers to the group of Consultants who are placed immediately underneath a Consultant, followed by their immediate Consultants placed immediately below them, and so on to the last individual found on that line.

Group Sales Volume — The total sales volume of all Consultants in a Consultant's Marketing Organization.

Household — Spouses, partners, heads-of-household and any family-related individuals over the age of majority, in his or her province or territory, residing or transacting business at the same residence.

Influencer Hub – An internet portal containing confidential and proprietary information that is provided by the Company to each Consultant solely and exclusively for use in the development of such Consultant's business.

Marketing Organization — The Customers and Consultants sponsored below and within the Downline of a particular Consultant.

Marketing Plan – Outlines the commission and bonus compensation structure for Consultants.

Official Company Material — Literature, audio or video tapes, websites and other materials developed, printed, published and/or distributed by the Company.

Personal Sales Volume — The commissionable value of services and products purchased by a Consultant and/or the Consultant's personal Customers who purchase from the Consultant's Company Replicated Website.

Placement — The position of a Consultant, under the Sponsor, such that an attached linked path is created (similar to a family tree structure) from one Consultant to another (parent-child relationship).

Rank — The "rank" that a Consultant holds pursuant to the Company marketing material. "Rank" refers to the highest position a Consultant has achieved in the Company at any time. "Paid As Rank" refers to the position at which a Consultant is qualified to earn commissions and bonuses during the current commission period.

Registered External Website — A Consultant-operated, Company-approved personal website that is hosted on non-the Company servers and has no official affiliation with the Company.

Replicated Website — A website provided by the Company to Consultants that utilizes website templates developed by the Company.

Retail Sales — Sales made to a consumer at a price listed on the Company's website.

Social media — Any type of online media that invites, expedites or permits conversation, comment, rating and/ or user generated content, as opposed to traditional media, which delivers content but does not allow readers, viewers and listeners to participate in the creation and/or development of content, and the comment or response to content. Examples of social media include, but are not limited to, blogs, Facebook, Instagram, Twitter, LinkedIn, Pinterest and YouTube.

Sponsor — A Consultant who introduced a new Company consumer to purchasing the Company products and/or introducing the Company products to others.

Everra Trademarks – Trademarks, trade names, service marks, logos, designs, and symbols adopted and or used in furtherance of the Company, the Company products and/or the Company opportunity, owned by Influre, LLC and licensed for use and sublicense by the Company.

Upline — This term refers to the Consultant placed immediately above a Consultant, followed by that individual's immediate Consultant placed immediately above him or her, and so on to the last individual found on that line.