DIVINE EARTH THEORY LLC

Independent Consultant Agreement

November 1, 2026

This Independent Consultant Agreement between the named Consultant ("Consultant") and Divine Earth Theory LLC (the "Company") is effective under the terms and conditions stated below:

1. I understand that as a Consultant:

a. I have the right to offer for sale Company products and services in accordance with this Agreement.

b. I have the right to enroll persons in the Company.

2. I agree to present the Company products and services as set forth in official Company literature.

3. I agree that as a Consultant, I am an independent contractor, and not an employee, agent, legal representative, or franchisee of the Company. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF THE COMPANY FOR FEDERAL, PROVINICAL OR STATE TAX PURPOSES. The Company is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.

4. I HAVE CAREFULLY READ AND AGREE TO COMPLY WITH THE COMPANY'S POLICIES AND PROCEDURES AND COMPENSATION PLAN, which are incorporated into and made a part of this Agreement (collectively, the “Agreement”). I understand that I must be in good standing, comply with the Agreement, and satisfy the applicable qualification requirements under the Compensation Plan to be eligible for bonuses or commissions from the Company. I understand that the Agreement may be amended at the discretion of the Company, and I agree to abide by all such amendments. Notification of amendments will be posted on the Company's website. Amendments will become effective 30 days after publication, unless otherwise required by applicable law, and will not apply retroactively to conduct that occurred prior to the effective date of the amendment.

5. The term of this agreement is one year (subject to prior cancellation according to the Policies and Procedures). If my Company business is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Consultant. I will not be eligible to sell the Company products and services nor will I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. The Company reserves the right to terminate any Agreement upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity. A Consultant may cancel this Agreement at any time, and for any reason, upon written notice to the Company at its principal business address.

6. I may not assign any rights under the Agreement without the prior written consent of the Company. Any attempt to transfer or assign the Agreement without the express written consent of the Company

renders the Agreement voidable at the option of the Company and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, the Company may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I will not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I agree that the Company may deduct, withhold, set-off, or charge to any form of payment I have previously authorized, any amounts I owe or am indebted to the Company.

8. The Company, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), will not be liable for, and I release the Company and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release the Company and its affiliates from all liability arising from or relating to the promotion or operation of my the Company business and any activities related to it (e.g., the presentation of the Company products, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify the Company for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by the Company at its discretion, constitutes the entire contract between the Company and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by the Company of any breach of the Agreement must be in writing and signed by an authorized officer of the Company. Waiver by the Company of any breach of the Agreement by me will not operate or be construed as a waiver of any subsequent breach.

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

12. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. In the event of a dispute between a Consultant and the Company arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through the dispute resolution provisions as are more fully described in the Policies and Procedures. The Company will not be obligated to engage in mediation as a prerequisite to disciplinary action against a Consultant.

13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the District of Utah, or state court residing in Salt Lake County, State of Utah.

14. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

15. MT Residents: Should a Montana resident cancel the Independent Consultant Agreement within 15 days from the date of enrollment, the Company will refund 100% of any enrollment fee.

16. A participant in this business has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address or via the Company's official email support channel.

17. If a Consultant wishes to bring an action against the Company for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time will bar all claims against the Company for such act or omission. Consultants waives all claims that any other statute of limitations applies.

18. The Company and I agree to waive any right to participate in a class action, bring a class action, or proceed on a class basis.

19. I authorize the Company to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

20. A faxed, electronic, or online copy of the Agreement will be treated as an original in all respects.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of a Cancellation Notice that states "I HEREBY CANCEL THIS TRANSACTION," or send an email, to the Company NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.

DIVINE EARTH THEORY LLC

November 1, 2026

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 bring quality products to market that create true impact, for the people who use them, the people who share them, and the industry we love.

SECTION 3 — INTRODUCTION

3.1 Policies and Procedures Incorporated into the Independent Consultant Agreement

These Policies and Procedures and the Company's Compensation Plan, in their present forms and as amended from time to time, are incorporated into and form an integral part of the Independent Consultant Agreement. It is the responsibility of each Consultant to read, understand, adhere to, and operate under the most current versions of these documents.

Throughout these Policies and Procedures, the term "Agreement" collectively refers to the Independent Consultant Agreement, these Policies and Procedures, the Compensation Plan, and the Business Entity Application (if applicable).

In the event of a conflict between these Policies and Procedures and the Compensation Plan concerning compensation calculations, volume requirements, rank qualifications, participation status, or commission eligibility, the Compensation Plan shall control, subject to applicable law. These Policies and Procedures shall otherwise govern the conduct, rights, and obligations of Consultants.

3.2 Changes to the Agreement

The Company may amend these Policies and Procedures, the Compensation Plan, and the other documents comprising 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;

• Satisfy the applicable enrollment and activation requirements for the Consultant's elected participation status, as set forth in the Compensation Plan;

• Reside in a geographic area that the Company has officially announced is open for business or in which the Company has expressly authorized prelaunch participation, subject to applicable law; 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. Consultants may participate in the Company's business opportunity as Affiliates or Team Builders, as described in the Compensation Plan. Affiliate enrollment is free. Consultants electing Team Builder status must satisfy the applicable activation and ongoing qualification requirements established in the Compensation Plan. No purchase of a product or Join Pack is required to enroll as a Consultant.

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 Independent Consultant Agreement, the applicable benefits of participation become available to the Consultant based on the Consultant's participation status as an Affiliate or Team Builder. Subject to the Agreement and the applicable eligibility requirements under the Compensation Plan, these benefits may include 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. Renewal of the Independent Consultant Agreement is separate from activation or renewal of Team Builder status. Team Builder activation, renewal, and ongoing compensation eligibility shall be governed by the Compensation Plan. Failure to maintain Team Builder status shall not, by itself, constitute termination or nonrenewal of the Independent Consultant 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.

Notwithstanding the foregoing, the Company shall honor all mandatory product return, inventory repurchase, cancellation, and refund rights required by applicable law. The exercise of any such statutory right shall not, in and of itself, constitute grounds for disciplinary action or termination.

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.

6.4 Digital Services and Team Builder Activation Fees

The Company may offer access to digital content, business tools, and other benefits through paid subscriptions or Team Builder activation fees. Except as otherwise required by applicable law or expressly provided in the Agreement, fees paid solely for such digital services, tools, and benefits are non-refundable once access has been provided.

Activation and renewal fees do not generate commissionable volume or compensation under the Compensation Plan.

This Section does not apply to subscriptions for physical products, which shall be subject to the Company's applicable product return, refund, and subscription cancellation policies.

Nothing in this Section shall limit any cancellation, refund, or other rights available to a Consultant or Customer under applicable law.

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 and services. The marketing and promotion of the Company, the Company products and services, 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.

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

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 Company name 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, sell,

or promote, in any fashion, the Company products and services at prices discounted below published prices nor on any internet classified ad site (e.g., Craigslist), marketplace, auction site, shopping site, or order fulfillment store (e.g., eBay®, Amazon®). Further, you may not enlist or knowingly allow a third party to sell the Company products and services on any internet classified ad site, auction site, shopping site, or order fulfillment store or sell products to a third party that you have reason to believe will sell such products on any internet classified ad site, auction site, shopping site, or order fulfillment store. 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. The Company reserves the right to grant specific permission to allow exceptions to this section.

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, including passive aggressive comments or references that could be perceived as offensive. 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. The determination of what is inappropriate is at the Company's sole discretion.

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 or suspended for any reason, the Consultant must discontinue using the Company name, 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 Back Office 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 Back Office is a privilege, not a right. The Company reserves the right to deny to any Consultant access to the Back Office 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 only 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, regardless of who initiates the contact, including curiosity posts meant to entice other Consultants to reach out regarding any other venture.

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 Volume, Customer Volume, and Team Volumes, Consultant Rank and/ or achievement levels, etc. Confidential information is, or may be, available to Consultants in their respective Back Office. 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 Back Office;

• 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 Back Office 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.

7.3.3 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 compensation from the Company is based on bona fide product sales and not on the mere act of enrolling or sponsoring Customers or Consultants, the payment of activation or renewal fees, or participation in the Company's business opportunity;

• 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.

Consultants may not publish or distribute hypothetical earnings illustrations, commission calculations, Rank reward projections, or other representations of potential earnings unless expressly approved by the Company and accompanied by legally adequate disclosures. Earnings and lifestyle claims must be truthful, substantiated, and not misleading. A disclaimer alone does not make an otherwise misleading earnings claim permissible.

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. Notwithstanding the foregoing, the Company may authorize limited prelaunch enrollment and business development activities in markets that have not officially opened for business, subject to applicable law. Consultants participating in an authorized prelaunch market shall be subject to the restrictions, activation requirements, compensation eligibility, and other conditions established by the Company and the Compensation Plan.

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 not purchase more products than they can reasonably consume, use, or sell to bona fide Retail Customers, and must not encourage others to do so. This restriction applies to all product purchases, including Join Packs, wholesale orders, and subscription orders.

Bonus buying and inventory loading are strictly prohibited. Bonus buying includes any mechanism or arrangement designed to qualify for or maintain participation status, Rank, enhanced commission rates, incentives, commissions, or bonuses through purchases that are not driven by genuine product demand.

Prohibited activities include, but are not limited to, purchasing products through fictitious accounts or straw purchasers, placing unauthorized orders on behalf of others, manipulating the attribution of sales or volume, and purchasing products primarily to satisfy compensation qualifications rather than for bona fide consumption, use, or resale.

The Company reserves the right to investigate suspicious purchasing activity, adjust qualifying volume, recover improperly earned compensation, and impose disciplinary sanctions in accordance with the Agreement.

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. Sponsorship and Placement are separate organizational designations. Sponsorship identifies the Consultant who personally enrolled another Consultant and establishes the applicable relationship within the Enrollment Tree. Placement identifies a Consultant's position within the Binary Tree. A change in Placement does not, by itself, constitute a change in Sponsorship.

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

Binary Placement shall be governed by the placement procedures, deadlines, and restrictions established in the Compensation Plan. Only the applicable Sponsor or Enroller may direct the Placement of a newly enrolled Consultant, subject to the Company's placement rules and system-generated placement procedures.

Requests to correct an erroneous Placement must be submitted within the applicable placement modification period established in the Compensation Plan. Following expiration of that period, Placement shall be permanent, except for administrative corrections, system errors, or other exceptional circumstances expressly approved by the Company.

The Company shall have final authority over all Placement disputes and corrections.

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 three full calendar months from the date the Consultant sends a written notice of cancellation to the Company.

During this three-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 six-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 six-month period, the Consultant who is inactive may not approach or be approached by potential new Sponsors.

For purposes of this Section, inactivity is distinct from compensation inactivity or failure to maintain Team Builder status under the Compensation Plan. Reversion from Team Builder status to Affiliate status shall not constitute cancellation of the Independent Consultant Agreement, establish inactivity for purposes of changing Sponsorship, or authorize a Consultant to enroll under a different Sponsor.

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 three or six 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

Except as expressly permitted under this Agreement or the Compensation Plan, once a Consultant's Sponsorship and Binary Placement have been finalized following the expiration of their respective modification periods, the Consultant may not change either Sponsorship or Binary Placement. 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.

No individual may establish, maintain, own, or control multiple Consultant accounts, directly or indirectly through one or more Business Entities, for purposes of circumventing the Agreement or manipulating compensation under the Compensation Plan.

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 Back Office. 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 Back Office 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 will report compensation paid to Consultants and other reportable transactions to applicable taxing authorities as required by law. 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 Agreement and applicable laws.

7.21 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. Members of the same Household may each maintain a separate Consultant account, provided that each account is established and maintained in the applicable individual's own name, with a unique email address and accurate identifying information. No individual may maintain or control multiple Consultant accounts. Household accounts may not be used to manipulate Sponsorship, Placement, qualifying volume, Rank, commissions, bonuses, or other benefits under the Compensation Plan.

7.22 Sale, Transfer tor 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 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 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 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 Consultant accounts in good standing may be sold, transferred, or assigned, subject to the Company's written approval and the applicable participation and qualification requirements under the Compensation Plan.

• 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 Sponsorship and Binary Placement of the Consultant account must remain unchanged as a result of the sale or transfer of the Company business, unless otherwise expressly approved in writing by the Company.

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.

7.23 Separation of the Company Business

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.

7.24 Merging the Company Businesses

Under exceptional circumstances, including marriage, inheritance, or other Company-approved transfers, the Company may authorize the consolidation of Consultant accounts or business interests.

Any consolidation requires the Company's prior written approval and shall be implemented in a manner consistent with the Compensation Plan, including its restrictions against an individual maintaining multiple accounts.

The Company shall determine the treatment of affected Customers, Sponsorship relationships, Binary Placement, Marketing Organizations, qualifying volume, Rank, and compensation eligibility. No consolidation shall automatically create an additional Income Position or entitle a Consultant to duplicate compensation.

7.25 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.

A Consultant may designate or update a beneficiary for his or her Company business through the Company's approved beneficiary designation process. Any such designation shall be subject to applicable law, verification of the beneficiary's entitlement, and the Company's transfer and qualification requirements. A beneficiary designation does not authorize an individual to maintain multiple Consultant accounts or Income Positions in violation of the Compensation Plan.

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.

7.25.1 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.

7.25.2 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.

7.26 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.

7.27 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.

7.28 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

Compensation under the Compensation Plan is based on bona fide sales of qualifying Company products to end consumers. No compensation is paid solely for the enrollment or sponsorship of Customers or Consultants, the payment of activation or renewal fees, or the purchase of noncommissionable products or services.

Consultants must satisfy the applicable sales, volume, activity, Rank, and other qualification requirements established in the Compensation Plan for their respective participation status and compensation opportunities.

Personal Volume (PV), Customer Volume (CV), and Team Volume (BV) shall be separately calculated and attributed in accordance with the Compensation Plan.

Consultants must develop and maintain a bona fide customer base and must not engage in inventory loading, bonus buying, fictitious sales, or other activities designed to manipulate compensation eligibility.

Consultants purchasing products for resale must maintain records of bona fide Retail Sales and provide such records to the Company upon request. The Company reserves the right to verify product demand, customer sales, and qualifying volume and to exclude transactions that are inconsistent with the Agreement or applicable law.

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

To qualify for commissions, bonuses, and other compensation, a Consultant must be in good standing, comply with the Agreement, and satisfy the applicable qualification requirements for the Consultant's participation status under the Compensation Plan. Affiliates are not subject to minimum monthly volume requirements. Team Builders are subject to the applicable activation, activity, volume, Rank, and compensation-specific qualification requirements set forth in the Compensation Plan. Compensation shall be calculated and paid in accordance with the Compensation Plan, including applicable commission periods, payment schedules, qualification requirements, payout limitations, and adjustments. Consultants must provide accurate and current contact, payment, banking, and tax information required by the Company to process compensation payments. The Company may withhold payment until the required information has been provided. Upon termination of a Consultant's business, properly earned and payable commissions shall be paid subject to applicable offsets, adjustments, chargebacks, disciplinary sanctions, and applicable law.

10.2 Adjustment to Bonuses and Commissions

10.2.1 Adjustments for Returned Products and Services

Compensation is based on bona fide qualifying product sales for which payment has been received by the Company. In the event of a return, refund, chargeback, payment reversal, cancellation, or determination that a transaction was ineligible for compensation, the Company may reverse the associated Personal Volume, Customer Volume, Team Volume, commissions, bonuses, Rank qualifications, and other compensation or benefits attributable to such transaction. The Company may recover compensation previously paid to any affected Consultant, including Upline Consultants, by deducting such amounts from future compensation or otherwise exercising its rights under the Agreement. Adjustments may continue until all improperly earned or overpaid compensation has been recovered.

10.2.2 Commission Payments

Commissions, bonuses, and other compensation shall be calculated, approved, and paid in accordance with the applicable payment schedules and pending periods established in the Compensation Plan. The Company may utilize approved third-party payment processors and other payment methods made available to Consultants from time to time. Consultants may be required to agree to the applicable terms and conditions of such payment providers. Any applicable currency exchange fluctuations or payment provider fees shall be the responsibility of the Consultant, except as otherwise required by law or expressly provided by the Company.

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.

10.2.4 Compensation Limits and Adjustments

All compensation under the Compensation Plan is subject to applicable individual, Rank-based, and aggregate payout limitations. The Company may establish and maintain a compensation reserve fund to assist in managing fluctuations in compensation obligations. If calculated compensation exceeds the applicable Compensation Plan budget after application of available reserves, compensation shall be

adjusted in accordance with the adjustment priorities and proportional reduction procedures established in the Compensation Plan. All such adjustments shall be applied consistently to similarly situated Consultants in accordance with the Compensation Plan.

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 Volume, Customer Volume, and Team Volume (or any part thereof) and Sponsorship and Placement 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 VOLUME, CUSTOMER VOLUME, AND TEAM 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 off 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 Inactivity and Changes in Participation Status

Failure to satisfy the applicable Team Builder activity requirements shall result in the loss or modification of Team Builder compensation eligibility in accordance with the Compensation Plan. An inactive Team Builder may revert to Affiliate status while retaining the Consultant's account, Customers, referral code, Sponsorship relationships, and Marketing Organization, subject to the Agreement. Reversion to Affiliate status shall not, by itself, constitute termination or cancellation of the Independent Consultant Agreement. Reactivation of Team Builder status shall be subject to the applicable activation fees and qualification requirements established in the Compensation Plan. Reactivation shall be effective prospectively and shall not entitle the Consultant to retroactive compensation or reinstatement of forfeited volume, except as expressly provided in the Compensation Plan. Affiliates are not subject to minimum monthly volume requirements

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 cancellation of the Independent Consultant Agreement, the former Consultant shall not represent himself or herself as a Company Consultant or exercise any rights associated with Consultant status. Compensation properly earned prior to the effective date of cancellation shall be paid in accordance with the Compensation Plan, subject to applicable offsets, refunds, chargebacks, disciplinary sanctions, and applicable law. No compensation shall accrue to the former Consultant from sales or other activities occurring after the effective date of cancellation. For the avoidance of doubt, a change from Team Builder status to Affiliate status does not constitute cancellation of the Independent Consultant Agreement and shall be governed by the Compensation Plan.

13.5 Exceptions to Activity Requirements

13.5.1 Military Deployment

The Company proudly supports its active-duty military personnel. Upon notification to the Company, Consultants serving on active-duty military deployment, temporary duty ("TDY"), permanent change of station ("PCS"), or assignment outside their country of residence may receive accommodations relating to applicable activity, volume, activation, and other qualification requirements under the Compensation Plan. The Company shall determine the scope and duration of such accommodations in accordance with applicable law and the Compensation Plan.

DEFINITIONS

Activation Fee – The applicable fee paid by a Consultant to activate, renew, or reactivate Team Builder status under the Compensation Plan. Activation Fees do not generate commissions or qualifying volume

Active Consultant — A Consultant who satisfies the applicable activity requirements for his or her participation status under the Compensation Plan. Affiliates are not subject to minimum monthly volume requirements. Team Builders are subject to the applicable activity and qualification requirements established in the Compensation Plan.

Affiliate – A Consultant participating in the Company's free compensation program who is eligible to earn commissions in accordance with the Compensation Plan without a minimum monthly volume requirement.

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, consisting of the Independent Consultant Agreement, these Policies and Procedures, the Compensation Plan, and the Business Entity

Application (if applicable), in their respective current forms and as amended from time to time in accordance with the Agreement.

Ambassador – The Company's marketing designation for a Consultant participating in the Company's business opportunity as either an Affiliate or Team Builder.

Back Office – 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.

Binary Tree – The organizational structure in which Consultants are assigned to left or right legs for purposes of calculating Binary compensation under the Compensation Plan.

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

Business Orientation System — The Company training materials, business support resources, Replicated Website, Back Office, and other tools made available to Consultants based on their participation status. Access to certain tools and resources may be subject to applicable activation requirements under the Compensation Plan.

Commission Period – The applicable period during which qualifying volume, commissions, bonuses, Rank qualifications, and other compensation eligibility requirements are calculated under the Compensation Plan.

Commissionable Sales – Bona fide qualifying product sales for which payment has been received by the Company, net of applicable discounts, refunds, chargebacks, and other adjustments, excluding taxes, shipping, Activation Fees, and other noncommissionable amounts.

Company – Divine Earth Theory LLC.

Compensation Plan – The Company's official compensation plan governing Consultant participation status, activity requirements, qualifying volume, commissions, bonuses, Rank qualifications, placement procedures, payout limitations, and other compensation-related matters, as amended from time to time in accordance with the Agreement.

Consultant – An individual or approved Business Entity authorized by the Company to participate in the Company's business opportunity pursuant to the Agreement, whether as an Affiliate or Team Builder. Consultants may also be referred to as Ambassadors.

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 or entity that purchases Company products for bona fide consumption or use and does not participate in the Company's compensation opportunity as a Consultant.

Customer Volume (CV) – The volume points assigned by the Company to qualifying product purchases made by a Consultant's personally enrolled or attributed Customers, as calculated under the Compensation Plan.

Downline — The Consultants and, where applicable, Customers positioned below or attributable to a Consultant within the Enrollment Tree or Binary Tree, as applicable.

Enroller – See Sponsor.

Enrollment Tree – The organizational structure reflecting the personal Sponsorship relationships among Consultants, as maintained by the Company for purposes of calculating applicable compensation and qualifications under the Compensation Plan.

Group Sales Volume — See Team Volume (BV).

Holding Tank – The temporary designation assigned to a newly enrolled Consultant awaiting Placement within the Binary Tree.

Household — Spouses, partners, heads-of-household and any family-related individuals over the age of 21 residing or transacting business at the same residence.

Inactive Team Builder – A Team Builder who fails to satisfy the applicable activity requirements established in the Compensation Plan and whose participation status or compensation eligibility is adjusted accordingly.

Income Position – A Consultant's authorized business position within the Company's compensation and organizational structures. No Consultant may maintain multiple Income Positions except as expressly permitted under the Agreement.

Join Pack – An optional assortment of Company products that may establish certain commission rates or other benefits as expressly provided under the Compensation Plan. A Join Pack is not required to enroll as a Consultant.

Marketing Organization — The Consultants and Customers attributable to a Consultant through the Enrollment Tree, Binary Tree, or other applicable sales attribution structure established under the Compensation Plan.

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

Paid-As Rank – The Rank at which a Consultant qualifies to receive compensation during the applicable Commission Period, as determined under the Compensation Plan.

Personal Sales Volume — See Personal Volume (PV).

Personal Volume (PV) – The volume points assigned by the Company to qualifying product purchases made by a Consultant for his or her own account, as calculated under the Compensation Plan.

Placement — The assignment of a Consultant to a position within the Binary Tree in accordance with the placement procedures and restrictions established in the Compensation Plan. Placement is distinct from Sponsorship.

Rank — A designation achieved by a Consultant upon satisfying the applicable Rank qualifications established in the Compensation Plan. Rank may refer to the highest Rank achieved for recognition purposes, while Paid-As Rank refers to the Rank at which the Consultant qualifies for compensation during the applicable 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 — Bona fide sales of Company products to end consumers, including sales made directly through Company-approved websites, Replicated Websites, referral links, product subscriptions, and other authorized sales channels, at applicable retail or authorized discounted prices.

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 — Also referred to as an Enroller. The Consultant credited by the Company with personally introducing and enrolling a Customer or another Consultant. Sponsorship establishes the applicable relationship within the Enrollment Tree and is distinct from Binary Placement.

Team Builder – A Consultant who has elected to participate in the Company's Team Builder compensation program and who has satisfied the applicable activation requirements. A Team Builder's eligibility for specific compensation opportunities is subject to the applicable qualifications established in the Compensation Plan.

Team Volume (BV) – The qualifying volume points generated by a Consultant's Marketing Organization, as calculated and allocated under the Compensation Plan for purposes of Binary compensation, Rank qualifications, and other applicable compensation requirements.

Upline — The Consultants positioned above a Consultant within the Enrollment Tree or Binary Tree, as applicable.