



Policies & Procedures

2023

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Section 1: Introduction

1.1 POLICIES INCORPORATED INTO THE AGREEMENT

These Policies, and the Compensation Plan constitute the complete agreement (the "Agreement" or "Partner Agreement") between a Partner and Xyngular (the Company). It is the responsibility of each Independent Partner to read, understand, adhere to, and ensure that they are aware of and are operating under the most current version of these Policies and Procedures. In the event that there is a conflict between these Policies and any other Xyngular agreement, the provisions in these Policies will be controlling.

1.2 PURPOSE

The purpose of the Partner Agreement is:

- To define the relationship between the Company and the Independent Partner;
- To set standards of acceptable business behavior; and
- To assist in building and protecting their business.

In order to protect the rights of the Company and of the Partners who comply with provisions of the Agreement, failure to comply with the provisions of any of these documents may result in the loss of a Partner's right to receive commissions, other remedies as outlined in the Agreement, up to and including the termination of a Partner's Agreement.

1.3 AMENDMENTS/ACCEPTANCE

The Company reserves the right to modify or amend the terms and conditions of the Agreement, Policies and Procedures, and Compensation Plan. Changes will become effective thirty (30) days after first published by the Company through official Company publications, email, social media, or through publication on the Company website. The Company maintains the right to change product prices, including shipping fees, without prior notice. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. You agree to abide by all amendments or modifications. If a Partner is not willing to accept, they may voluntarily terminate their Agreement with the Company in accordance with Section 3.28, no later than the effective date of an amendment or modification. The continuation of a Partner's Xyngular business, the acceptance of any benefits under the Agreement, or a Partner's acceptance of commissions constitutes acceptance of all amendments.

1.4 DELAYS

The Company is not responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control. This includes, without limitation, acts of God, strikes, labor difficulties, riots, wars, fire, flood, death, pandemics, curtailment or interruption of a source of supply, suspension in logistics and shipping services, government decree or orders, etc.

1.5 POLICIES AND PROVISIONS SEVERABLE

If any provision, or part of a provision, of the Partner Agreement as it currently exists or as may be amended is found to be invalid, illegal, or unenforceable for any reason, only the invalid provision, or part of a provision, will be severed from the Partner Agreement. The remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, illegal, or unenforceable provision never comprised a part of the Partner Agreement.

1.6 TITLES OR HEADINGS

The titles and headings to these Policies and Procedures are for reference only and do not constitute and will not be construed as substantive terms of the Agreement.

1.7 WAIVER

The Company never forfeits its right to require compliance with the Partner Agreement or with applicable laws and regulations governing business conduct. Failure to enforce any provision of the Agreement against you or any other Partner or Customer does not waive the Company's right to enforce that or other provisions. Only in rare circumstances will a policy be waived, and an authorized agent of the Company will convey such waivers in writing. The waiver will apply only to that specific case.

1.8 NO RELIANCE

A Partner should seek advice from their professional advisor(s) for matters of legal, financial, or other professional advice. If any such advice is given by any employee of the Company the Partner agrees that they will not rely on it as it is the Partner's responsibility being an independent entrepreneur to research and comply with any government relations.

1.9 GEORGIA RESIDENTS

Georgia state law requires that a multilevel distribution company make available certain disclosures regarding the Company prior to obtaining participants. Attached as an Exhibit to these Policies and Procedures is your official notice that you have the right to request to see these disclosures prior to entering any agreement with a multilevel distribution company.

1.10 INTEGRATED CONTRACT

The Contract is the final expression of the understanding and agreement between the Company and a Partner concerning all matters touched upon in the Contract, and supersedes all prior and contemporaneous agreements of understanding (both oral and written) between the Parties. The Contract invalidates all prior notes, memoranda, demonstrations, discussions and descriptions relating to the subject matter of the Contract. The Contract may not be altered or amended except as provided in these Policies. The existence of the Contract may not be contradicted by evidence of any alleged prior contemporaneous oral or written agreement.

Should any discrepancy exist between the terms of the Contract and verbal representations made to any Partner by any employee, the express written terms and requirements of the Contract will prevail.

Section 2: Becoming A Partner

2.1 REQUIREMENTS TO BECOME A XYNGULAR PARTNER

- Applicant must be of legal age in their country of residence (usually 18 years old);
- Read and agree to the U.S. Policies and Procedures, Compensation Plan, and the Xyngular Privacy Policy;
- Submit an original signed New Enrollee Information Form to the Company or digitally complete the online enrollment application;
- Have a valid U.S. Taxpayer Identification Number (individuals) or Employer Identification Number (businesses and corporations);
- Upon request by the Company, at any time before or after becoming a Partner, provide proof of residency and proof of the Partner's ability to legally conduct business in the country for which the Partner's application was submitted. If a Partner fails to provide that documentation, the Company may declare the Agreement void from its inception;
- If the Company determines that the Partner provided any inaccurate or false contact information to the Company, it may immediately terminate the Partner and/or declare the Agreement null and void from its beginning. Further, it is the obligation of the Partner to report to the Company on an ongoing basis any changes which affect the accuracy of such information; and,
- The Company reserves the right to accept or reject any application to become a Partner for any reason at its sole discretion.

2.2 XYNGULAR PARTNER FEE

Except for the payment of the Partner Fee, no person or entity is required to pay any other charge or fee or purchase any product or sales aids in order to become an Independent Partner.

2.3 BENEFITS OF A PARTNER

Upon acceptance of a Partner, the Company will assign a unique Partner Number to that Partner. The Company authorizes the Partner to purchase and sell products and services, recruit other Partners, Customers and Retail Customers, and receive commissions in accordance with the requirements of the Compensation Plan.

2.4 RENEWAL OF PARTNERSHIP

The term of the Agreement is one year from the date of its acceptance by the Company (subject to prior termination

as provided herein). The Company charges an annual distributorship renewal fee plus any applicable taxes. Independent Partners must renew the Agreement each year and pay the applicable renewal fee on or before the anniversary date of the Agreement. The renewal fee will automatically be charged to the first subscription order in the month of which the anniversary falls, or charged with the first paid order of that month if there is not a subscription. If the renewal fee is not paid within thirty (30) days after the expiration of the current term of the Agreement, the Agreement will be subject to cancellation.

By paying the annual distributorship renewal fee, you are renewing the Partner Agreement (signifying your acceptance of and promise to adhere to the most current version of the Policies and Procedures) and maintain your line of sponsorship. The continuation of a Partner's Xyngular business, the acceptance of any benefits under the Agreement, or a Partner's acceptance of commissions, constitutes as renewal.

2.5 AUDIO/VISUAL RELEASE

The Company may take photos, recordings (audio or video), or statements (written or verbal) of a Partner, family member of a Partner, or guest at a Company sponsored event (i.e., Xyngfest, Passport Program Reward, City Meeting, etc.) or may request the same directly from a Partner. The Partner agrees to and hereby grants the Company the absolute and unalterable right and permission to use, re-use, publish, republish, broadcast, or rebroadcast any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as a copy, republished, in the name of the Company, or in any other name. A Partner will not be compensated for the use of their likeness in any media presentation by the Company.

- Regardless of any other agreements or contracts the Partner may have with any other entity, the Partner agrees that any use by the Company as set forth in this section shall be royalty free, is a work made for hire, and is not subject to any other claim. The Partner agrees to defend and indemnify the Company against any claims by any other party arising out of the Company's use of the rights granted herein. The Partner confirms that the information he or she may give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of his or her knowledge. The Partner waives any right he or she may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be made of it.
- If a Partner has a guest(s) attending a Company sponsored event, it is the Partner's responsibility to

- ensure that his or her guest(s) fill out a waiver, either online or at the registration desk.
- If a Partner has any religious or moral objection to having their picture taken or appearing in a video, please notify the Company's staff at the event where photographs and videos are being taken.
- The provisions of this section will permanently survive the term of the Agreement.

The Partner agrees that photos, audio or video recordings taken by the Partner or any third-party at the Company's events or activities may not be used by the Partner or any third-parties to promote any business other than the Partner's Xyngular Business.

Any Partner giving a presentation at a Company sponsored event agrees that any media (photographs, videos, visual aids, audio clips, etc.) used in the presentation and the presentation itself may be used and edited by the Company.

Section 3: Operating Your Business

3.1 DSA CODE OF ETHICS

The Company is a member of the Direct Selling Association (DSA) in the United States and abides by the DSA Code of Ethics. Along with the ethical guidelines of this section, you must comply with the DSA Code of Ethics in your business operations. The DSA Code of Ethics can be found at www.dsa.org.

3.2 GENERAL BUSINESS ETHICS

A Partner agrees that they will operate their Independent Partnership professionally, ethically, and in a considerate manner. This means, among other things, the Partner will do the following:

- Operate your Independent Partnership honorably and honestly;
- Abide by all rules, regulations, laws, and ordinances that are applicable to the operation of your business organization as an Independent Partner;
- Indicate to prospective customers and Partners who you are, why you have contacted them, and what products you are selling;
- Present this as an entrepreneurial opportunity and not as a job or employment opportunity, or the ability to make replacement income;
- Not make false, misleading or atypical claims about potential earnings under the Compensation Plan or about the health benefits of using the Company's products;
- Not encourage or recommend that Partners or prospective Partners incur debt in order to participate in the business;

- Explain how to return products, cancel an order, and how to cancel or change a subscription; and,
- Not represent or in any way inform prospective Partners that they are required to purchase product to become a Partner. Prospective Partners must be informed that they can sign up as Customers or Retail Customers or that they may purchase products individually.

3.3 NON-DISPARAGEMENT

Each Partner agrees that they will not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about:

- the Company;
- the Company's owners or employees;
- its Products or commercial activities;
- other persons associated with the Company or the industry;
- other companies (including competitors); or
- other companies' products, services, or commercial activities.

3.4 HARASSMENT

Partners must operate their Independent Partnerships in a manner that is free of threats, intimidation, harassment and abuse. Harassment of any kind will not be tolerated, including, but not limited to, harassment based on religion, race, gender, gender identity, sexual orientation, or physical or mental disability. Sexual, physical, and verbal abuse or harassment, or soliciting, encouraging, or consummating any inappropriate or unwelcome written, verbal, electronic or physical relationships, sexual advances, requests for sexual favors, or other physical, verbal or visual behavior of a sexual nature, with a Retail Customer, Customer, or another Partner, corporate employee, or representative, is strictly prohibited and grounds for immediate termination of the Partner Agreement and may, where appropriate, be reported to law enforcement authorities.

3.5 NO CONTACT OF VENDORS OR PRODUCT ADVISORY COUNCIL

Partners shall not contact, either directly or indirectly, the Company's suppliers, vendors, research partners, product advisory council board members, or any other advisors or consultants of the Company without the prior written consent of the Company.

3.6 ANTI-CORRUPTION

Partners must comply with all anti-corruption laws, including the Foreign Corrupt Practices Act ("FCPA"), in the countries in which the Company does business. The FCPA requires that you never directly or indirectly (i.e., through an agent) make a payment or gift with the purpose of influencing the acts or decisions of foreign officials. There are some limited exceptions to this rule. Because the rules and exceptions relating to anti-corruption are complex, you should consult with your own legal counsel regarding questions relating to compliance with the FCPA or anti-corruption laws.

3.7 INDEPENDENT CONTRACTOR STATUS

A Partner is an independent contractor and is not an agent, employee, partner, or joint venture with the Company. Partners shall not be treated as employees of the Company for any purpose. The Company is not responsible for withholding, and shall not withhold or deduct from Partners' commissions, if any, FICA, or taxes of any kind. Partners understand that they are not entitled to workers compensation or unemployment security benefits of any kind from the Company.

All Partners are responsible for paying local, state, and federal taxes due from all compensation earned as an Independent Partner. Partners have no authority (expressed or implied), to bind the Company to any obligation. Each Partner is responsible for their own business decisions and expenditures and shall establish their own goals, hours, and methods of sale, so long as they comply with the terms of this Agreement and applicable laws in each jurisdiction in which the Partner does business. Each person identified on the Partner Agreement Form or the Business Entity Form as a participant in an Independent Partnership shall be jointly and severally liable for the conduct, activities, expenses, debts and liabilities attributable to the Independent Partnership.

3.8 TAXES

Each Partner is responsible for complying with the tax laws in the jurisdiction where you reside. Partners that meet a certain Bonus threshold, will receive an IRS Form 1099 reflecting relevant tax information related to their Partner account. The Company will not give personal tax advice. Please consult with your local tax professional.

3.8.1 INCOME TAXES

Partners in the United States are responsible for paying all local, state, and federal income taxes on any earnings generated through your business organization. Partners are required to provide the Company with the identification number their government uses for tax purposes, which is referred to as a Tax Identification Number (TIN). If a Partner does not provide a valid TIN to the Company, they may be subject to back up withholdings, possible processing fees, and will be required to submit the appropriate tax documentation for their jurisdiction. The Partner's name and TIN must match the records of their government tax authority.

Any fines or penalties incurred by the Company due to an incorrect TIN, or wrong name associated with that TIN, will be the Partner's responsibility and the Partner agrees to reimburse the Company for these costs, which the Partner agrees may be withheld from the Partner's commission payments by the Company at its sole discretion.

3.8.2 SALES TAX

The Company will collect and remit applicable sales taxes on your behalf based on the sales price of the product and according to the applicable rates of the jurisdiction

of the "ship to" address on any given order. Moreover, the Company may be required by other countries to collect value added taxes, customs fees, or duties. A Partner may be required to cover these additional fees.

Purchases made at corporate events are subject to the applicable local tax rates of the event location.

3.8.3 SALES TAX EXEMPTION

If a Partner has filed for tax-exempt status with their local government, please contact the company for assistance in adjusting your tax status. The Company reserves the right to verify the validity of any documents and evidence that you submit in applying for this exemption. If you are approved for sales tax exemption, you will be solely responsible for collecting and remitting sales tax to the appropriate jurisdictional authorities. Any questions concerning retail sales tax requirements should be directed to your tax advisor.

3.9 INSURANCE

3.9.1 BUSINESS PURSUITS COVERAGE

Partners must purchase insurance covering their commercial business, any civil liability, and the use of a motor vehicle.

If a Partner is using their vehicle for business reasons, they should report this use to their insurance company.

3.9.2 PRODUCT CIVIL LIABILITY COVERAGE

The Company maintains insurance to protect the Company and Partners against product liability claims. The Company's insurance policy contains a "Vendors Endorsement," which extends coverage to Independent Partners so long as they are marketing Xyngular products in accordance with applicable laws and regulations and the Partner Agreement. The Company's product liability policy does not extend coverage to claims that arise as a result of a Partner's misconduct in marketing the products.

3.10 ORDERING

Partners may place orders directly from the Company by telephone, website, e-mail, live chat, or through the Subscription program.

Partners are prohibited from submitting orders in the name of another Partner without the other Partner's specific written approval for that order which shall be submitted to the Company upon request.

Orders must be received by the Company by the last day of a Commission Period to be included in that period's Commission computations.

3.11 PAYMENT

Payments may be made by credit card, company credit, or debit card. In the event that the charge is declined, the order will not be accepted. The use of payment processors outside of a major credit or debit card are discouraged

but not prohibited. Partners should use their best efforts in using only payment processors whose refund policies coincide with the Company's refund policies. At any time and at its sole discretion, the Company may prohibit the use of certain payment processors.

Partners are prohibited from using another individual's credit card without the other individual's specific, prior, written approval which must be retained by the Partner for at least six (6) months and submitted to the Company upon request. Using someone else's credit card without their express, written permission is prohibited and may be grounds for involuntarily cancellation of a distributorship. Further, the Partner may be referred to his or her local authorities.

3.12 SUBSCRIPTION PROGRAM

Partners may participate in the Xyngular Subscription Program. Subscription is an optional convenience program and Partners are not required to participate in the Company's Subscription Program. Any Partner wishing to participate in the Subscription Program is an "Enrollee".

The Enrollee will continue to receive product each month until such time that the Enrollee either cancels or amends his or her Subscription account or such account is terminated by the Company under the terms of the Company's Policies. The Enrollee understands that the Company will automatically charge their credit card on the date they have chosen. The payment of such charges and obligations are the sole responsibility of the Enrollee. Orders that have not been paid, or if payment is declined, will continue to be processed each day until the end of the month, at which time the order will be marked as cancelled.

A Subscription order date can be chosen by the Partner. The Company must receive Subscription orders by the 25th of each month to be included in that month's commission computations. Cancellations or changes to an order set up on the Subscription program must be made prior to the Subscription generation date. If a Partner is changing their Subscription online, they must do so at least one (1) business day before the Subscription generation date. If a Partner is contacting the Company to change their Subscription, they must contact the Company at least two (2) business days prior to the generation date. Partners are responsible for ensuring that all their order information is correct prior generating the Subscription. The generation date may change due to a Company recognized holiday or weekend.

3.13 SHIPPING

Partners are responsible for ensuring their shipping information is accurate at the time of the order. Orders are not shipped until they are paid in full. Unless notified by the Company, orders normally ship within seven (7) days of such payment.

The Company may deliver your products by common carrier. Title and risk of loss for any product you order

transfers to you when the products are delivered by a common carrier.

A Company credit may be issued in instances of overpayment, product exchanges, or in other circumstances when an order cannot be completely filled. Personal Sales and Group Sales will be credited when the Company credit is used.

The Company may offer back orders. Back ordered products will be shipped after the product becomes available. Back orders may be subject to shipping charges.

3.14 EXCHANGE POLICY

The Company will exchange products if the products are damaged in shipment, or are incorrectly sent, for products of equal or lesser value. The request must be submitted for an exchange within thirty (30) days from the date that the order is received and will apply only to products that are unopened and unaltered.

Prior authorization from the Company is required to initiate the exchange by obtaining an Exchange Authorization Number (EAN), either by telephone or in writing, and the actual shipment must include this EAN. The Company will provide the Partner with the correct procedure and location for the exchange. All shipping costs must be paid for by the Partner using the original form of payment. If the replacement product is a lesser value than the original product, the difference will be issued as a credit to the original form of payment used minus a handling cost.

Products included in product packs or cases (i.e., a 4-pack of Global Blend) are not eligible for exchange but can be returned for a 90% refund if unopened. See the Company's Refund Policy (Section 3.15) for more information. When an exchange is not feasible, the Company reserves the right to issue a Company credit for the amount of the exchanged products.

3.15 REFUND POLICY

Partners have the ability to request a refund for Product. The policy to request the refund is outlined in subsequent sections. The Company reserves the right to review each return or exchange on a case-by-case basis. The return of products that generated personal volume will cause credits, commissions, promotions, and bonuses to be adjusted or reversed, both for the person making the return and for any upline Partners who received compensation on such purchases.

This refund procedure may vary in jurisdictions where different repurchase requirements are imposed by law. Applicable laws where the original purchase or return occurs may dictate the terms of the refund policy.

3.15.1 INCEPTION (INITIAL) PURCHASE

Day 1-45 (Product): The Company has a 100% satisfaction guarantee and will refund 100% of the purchase price less Independent Partnership, shipping and handling fees, and applicable commissions if postmarked by the 45th day

from the order date. Any products that were ordered will be refunded once they are returned to and processed by the Company. Please note that this 100% refund (less shipping), does not apply once a Partner places his/her second product order. Any Inception Purchase returned outside of the 45-day time limit will be subject to Section 3.15.3.

Day 1-3 (Partner Fees): If a Partner reconsiders his or her decision to enroll as a Partner and the purchase of their Inception order, they must contact the Company within three (3) business days from the Inception order date in order to request a refund of their Independent Partnership Fee. The Company will refund the fee at the time of the request. Once an Independent Partnership Fee is refunded, the Partner's Independent Partnership will be cancelled.

Montana Residents: A Montana resident may cancel his or her Partner Agreement within fifteen (15) days from the date on which this application is submitted and may return his or her sales kit within such time and is entitled to a full refund for the sales kit and for any other consideration he or she paid within such time period to participate in the program.

Maryland Residents: A Partner who resides in Maryland may cancel the contract for any reason within three (3) months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least ninety percent (90%) of the original price paid by the Partner.

Puerto Rico Residents: A Puerto Rico resident may cancel this Agreement at any time within ninety (90) days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Your cancellation must be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: (a) reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; and (c) return ninety percent (90%) of any sum paid by you for the purpose of participating in the business.

Day 46-365 (1 year) from the order date: ninety percent (90%) will be refunded, less handling fees and applicable commissions on unopened, unaltered, resalable, and restockable products or sales aids if postmarked within twelve (12) months from the order date.

3.15.2 FIRST PAID SUBSCRIPTION

Day 1-30: one hundred percent (100%) of the purchase price will be refunded less shipping and handling fees and applicable commissions on unopened, unaltered, resalable

and restockable products or sales aids if postmarked by the 30th day from the order date.

Day 31-365 (1 year) from the order date: ninety percent (90%) will be refunded less shipping and handling fees and applicable commissions on unopened, unaltered, resalable, and restockable products or sales aids if postmarked within twelve (12) months from the order date.

3.15.3 SUBSEQUENT PURCHASE(S)

Day 1-365 (1 year) from the order date: ninety percent (90%) of the purchase price will be refunded less shipping and handling fees and applicable commissions on unopened, unaltered, resalable, and restockable products or sales aids if postmarked within twelve (12) months from the order date.

3.15.4 LOUISIANA, MASSACHUSETTS, PUERTO RICO, AND WYOMING RESIDENTS

If a resident of Louisiana, Massachusetts, Puerto Rico, or Wyoming cancels the Partner Agreement, upon receipt of a written request from such cancelling Partner, the Company will refund ninety percent (90%) of the costs incurred by such canceling Partner to participate in the program during the one-year period immediately preceding the date of the cancellation.

3.15.5 RETAIL REFUNDS

Federal and state law requires that Partners notify their Retail Customers that they have three (3) business days (five (5) business days for Alaska residents and fifteen (15) days for residents of North Dakota age 65 or older) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. It is the responsibility of each Partner to honor refund requests made by Retail Customers pursuant to these consumer protection laws. Such refunds must be issued within ten (10) days of the Retail Customer's request.

In addition to the above consumer protection rights, the Company offers a one hundred percent (100%) 45-day money-back satisfaction guarantee (less shipping charges) to all Retail Customers. Depending on from whom the Retail Customer purchased the product (directly from the Company or from a Partner), the refund will be issued by the selling Party.

Products sold by and shipped directly to the Retail Customer by the Company must be returned to the Company, following the Return Merchandise Authorization (RMA) procedure in Section 3.16, and a refund will be issued to the Retail Customer by the Company. If the Retail Customer paid by credit card, debit card or electronic funds transfer, the refund will be made to the applicable payment method.

Products delivered to the Retail Customer by a Partner must be returned to the selling Partner, and it shall be the responsibility of the Partner to issue the refund to his or her Retail Customer. Partners must make a refund for returned Products within ten (10) days of the Retail

Customer's request. This product satisfaction guarantee does not apply to products damaged by abuse or misuse, and shipping costs are not refundable.

If a Partner issues a refund to a Retail Customer pursuant to this policy, the Partner may return the product to the Company for an exchange of the same type and quantity of products as long as the product is returned to the Company within ten (10) business days of the date that the refund was issued to the Retail Customer. The Partner must contact the Company to receive return instructions and how to provide documentation to the Company that the refund was issued as well as a copy of the Retail Customer's retail sales receipt. The Partner, not the Company, is liable for their Retail Customer's refund.

3.15.6 REFUNDS ON PROMOTIONAL PRODUCTS

Promotional products may be subject to different refund rules. Please see promotion rules for details.

3.15.7 EXCESSIVE RETURNS AND EXCHANGES

Excessive returns and/or exchanges by Partners may be deemed as an abuse of the Company's Return Policy and may result in suspension or termination of the Agreement, without advance notice. In general, returns by Partners will be deemed excessive if the Company, at its sole discretion, determines that a Partner is purchasing product in an effort to qualify for compensation under the Compensation Plan and then returning the products for a refund. Excessive returns and/or exchanges may be deemed fraudulent purchases by Partners and will be reviewed on a case-by-case basis.

3.16 PROCEDURE FOR RETURNING PRODUCT

A Return Merchandise Authorization (RMA) must be obtained prior to returning the products or sales aids to the Company. An RMA may be obtained either by telephone or in writing and must be included on the actual return shipment. The original sales order number from the invoice must be provided to the Company at the time of RMA request. The Company will provide the Partner with the correct procedures and location for returning the products or sales aids. All shipping costs must be paid for by the Partner. All packaging/containers (full, empty or used) must be returned to receive credit for the item(s).

The refund will be submitted to the original form of payment, provided that the Return process is followed properly. Although refunds are generally processed within seven (7) business days of the Company's receipt of the returned products, please allow thirty (30) days before contacting the Company to inquire. Delays to refunds may be caused by inaccurate or missing information.

3.17 RETAIL CUSTOMERS

A customer who has not registered as a Customer and purchases Xyngular products from a Partner's website, Partner's inventory, or Company website, is a Retail Customer.

When selling directly to Retail Customers, a Partner is not obligated to charge his or her Retail Customers the suggested retail price for products, but rather may independently determine the prices at which products are to be resold, so long as the pricing complies with Section 4.7. However, all items ordered through the optional Subscription program will be automatically sold at the predetermined prices established by the Company.

When selling products to a Retail Customer, a Partner must give two (2) copies of a sales receipt to the Retail Customer with the Partner's name and contact information.

3.18 CUSTOMERS

Unlike Retail Customers, Customers are customers who register with the Company. Customers are enrolled by Partners and are able to purchase products directly from them or the Company at the Wholesale Price, but do not participate in the Compensation Plan. Customers may also participate in the monthly Subscription program for purchase of Xyngular product.

3.19 COMMISSIONS, RANKS, AND INCENTIVE TRIPS

A Partner is neither guaranteed a specific income nor assured any level of profit or success. A Partner's profit and success can come only through the successful sale of products or services and the sales of other Partners within the Partner's Sales Organization. Without affecting a Partner's right to profits based on the Partner's retail sales of products or services, a Partner can receive a commission only if, during a given Commission Period, the Partner fulfills all requirements of the Compensation Plan and is not in default of any material obligation under the Agreement.

An order for the purchase of products or services from the Company (accompanied by a proper payment) will be included in the commission and Partner sales computations for the Commission Period in which it is received by the Company. If a Company credit is issued on products ordered but not available at the time of the order, Personal Sales value for those unavailable products or services will only be included in the Partner's Personal Sales for commission qualification and computation purposes for the Commission Period in which that credit is redeemed.

3.19.1 BONUS AND COMMISSION CYCLE

The Company pays commissions daily and monthly to qualified Partners. A Partner must review their commissions and report any errors or discrepancies to the Company within thirty (30) days from the date of the commission check. Errors or discrepancies that are not brought to the Company's attention within the 30-day period will be deemed waived by the Partner. All Commissions are paid through Hyperwallet, which will be issued in the name of the first applicant on the Partner Agreement Form. Partner's Commission checks that are not cashed within ninety (90)

days of their issue date will each be assessed a cumulative \$5/month administration fee.

3.19.2 ADJUSTMENTS OF BONUSSES AND COMMISSIONS

Partners earn commissions and bonuses based on product sales to end consumers. When a product is returned to the Company for a refund, the bonuses and commissions attributable to the returned product(s) will be deducted from any future commission checks, including that of the upline. In recouping commission payments, the Company, in its sole discretion, may require direct payment from an affected Partner or offset the amount of the recoupment against any present or future commission.

The Company reserves the right to require a Partner to repay commissions, bonuses, and/or shares of Corporate Sales pools paid to them when the return of products purchased by the Partner reduces the Partner's Personal Sales (PV) so that the minimum PV requirement for receiving commissions is not satisfied for the Commission Period when the commissions were paid to the Partner. The repayment of these commissions to the Company may be accomplished via a direct repayment to the Company, by withholding amounts from the refund, and/or from present or future commission payments.

The Company, at its sole discretion, reserves the right to hold, maintain, or promote a Partner to any level in the Compensation Plan without regard to fulfillment of level requirements.

3.19.3 LOSS OF RIGHTS TO COMMISSIONS

You must be an active Partner in good standing and in compliance with the terms of the Partner Agreement to qualify for commissions and bonuses.

3.19.4 RANK RECOGNITION

After earning a rank, if the Partner does not meet the earned title sales requirements, they will revert to the title they are qualified for and lose all earned title benefits beginning with the month in which those requirements are not maintained. The Partner will be recognized by their earned rank but will be compensated by their qualified rank.

3.19.5 AWARDS, REWARDS, EVENTS, PROMOTIONS AND TRIPS

The Company offers awards and incentive trips via the Passport Program and promotions to Partners who meet the qualification requirements to earn those awards or trips. No payment or credit will be given to those who cannot or choose not to attend trips or to accept awards from these incentive trips or at Company sponsored events. Trips and/or non-cash awards cannot be exchanged or redeemed for cash.

Notwithstanding anything to the contrary herein, the Partner agrees to indemnify and hold harmless the

Company from any claim, injury, loss or other damage sustained in association with the trip by the Partner, dependents of the Partner, and/or its guests. The Partner cannot make claim upon, or rely upon, any insurance policy of the Company to cover the costs and expenses of any injury, loss or other damage to the Partner, dependents of the Partner, and/or the Partner's guests.

The Company may be required by law to report the fair market value of any awards, trips, etc. on the Partner's end of the year tax report. The Partner is liable and accountable for all applicable taxes and agrees that the Company shall be held harmless from any claims of tax liability regarding these awards and trips. Partners should seek their own personal tax advice to ensure compliance.

The Xyngular Passport Program is a rewards program that operates separately and in addition to the Xyngular Compensation Plan. As such, Passport Program rewards are limited to one per household/partnership. If a Partner and his or her spouse or a partnership has more than one account, a Passport Program award will only be awarded once to the first person qualified for that particular award.

In the event a Partner returns product that qualified them for a Company promotion or a Passport Program Reward, the Company reserves the right to recoup the cost of the promotional item and/or the Passport Program Reward. The Company may recoup this cost via direct repayment from the Partner, withholding amounts from the refund and/or present or future commissions, and/or other remedial action.

If the Company discovers or is informed that a Partner has violated the Agreement or misrepresented their qualifications for any of these awards or trips, the Company may immediately disqualify a Partner from the award or trip and/or charge the Partner for any costs incurred by the Company (including, but not limited to any benefits, bonuses, or awards the Partner may have received from these deceptive practices as laid out in Section 3.20). The Company reserves the right, at its sole discretion, to disallow or terminate a Partner's participation in the Passport Program, bonuses, and promotions for any reason it deems necessary.

3.20 BONUS BUYING AND DECEPTIVE PRACTICES

A Partner has no specific inventory requirements. A Partner must use his or her own judgment in determining inventory needs based upon reasonably projected retail sales which can include a Partner's personal use. Partners must never purchase more products than they can reasonably consume or sell to Retail Customers in a month and must not influence or attempt to influence any other Partner to buy more products than they can reasonably use or sell to Retail Customers in a month. The Company strictly prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses, or advancement of ranks in the Compensation Plan.

Deceptive, false, or fraudulent enrollments and activities are strictly prohibited. The following activities are examples of deceptive practices and may result in the termination of your Agreement. The examples are not meant to be all-inclusive:

- Enrolling another person or entity as a Retail Customer, Customer, or a Partner without their knowledge;
- Signing the Agreement for another person or entity without their knowledge;
- Enrolling fake individuals or entities as a Retail Customer, Customer, or a Partner;
- Providing financial assistance without the intention of repayment to a Retail Customer, Customer, or a Partner;
- Buying products, or drop shipping through another's account for the purpose of increasing the payout of your business organization; and
- Purchasing more product than you can reasonably consume or re-sell in the pursuit of commissions, bonuses, or other compensation.

3.21 MULTIPLE ACCOUNTS

An individual person may have a legal or beneficial interest in only one Partner or Customer account, unless otherwise permitted in this section. If the Company finds that you have an unpermitted interest in multiple accounts, the Company has the right to terminate one, or more, of the accounts without advance notice.

Married Couples where one Spouse is a Partner may not have a separate Independent Partnership or Customer account unless it falls under the guidelines explained in this section. Married couples must be jointly sponsored and part of the same Independent Partnership and cannot have more than one distributorship between them, or a beneficial interest in another distributorship or Customer account. For purposes of this policy, the term "Married Couple" includes persons who live together in a long-term relationship that resembles marriage and includes, without limitation, cohabitating couples, domestic partners, civil unions, civil partnerships, registered partnerships, or common-law couples. The Parties to such arrangements are collectively referred to herein as "Spouses". Spouses, regardless of whether one or both are signatories to the Partner Agreement, may not own or operate any other distributorship or membership, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or beneficial ownership) in the ownership or management of another distributorship or membership in any form.

Partners who subsequently marry may maintain separate Independent Partnerships unless one is the direct Sponsor of the other, in which case their Independent Partnership entities may be consolidated at the sole discretion of the Company.

A Partner or Person must wait at least six (6) months after termination of his or her Independent Partnership, or six (6) months of inactivity, before obtaining a beneficial interest in an Independent Partnership under a different Sponsor.

The Company, upon finding that an Independent Partnership was established in violation of these Policies, may at its sole discretion, impose reasonable remedial measures including but not limited to termination of the Independent Partnership, backing out of part or all of the commissions paid to the upline Partners, loss of rights to commissions, withholding of Partner recognition, changing the Sponsor of the Independent Partnership, placing part or all of the Sales Organization under the proper Sponsor, and any other actions described in Section 7.4.

3.22 CORPORATION, PARTNERSHIPS, AND TRUSTS

A corporation, partnership, or trust (collectively referred to in this section as an "Entity") may apply to be a Xyngular Partner by meeting all the requirements as explained in Section 2.1 REQUIREMENTS TO BECOME A XYNGULAR PARTNER. At any time, the Company may request that the Partner provide its Certificate of Incorporation, Partnership Agreement, or trust documents (these documents are collectively referred to as the "Entity Documents") to the Company. A Partner may change its status under the same Sponsor from an individual to a partnership, corporation, or trust, or from one type of entity to another and must be approved by the Company at its sole discretion. To do so, the Partner(s) must submit the proper forms and documentation as requested by the Company. Any Person listed on a Partner Agreement Form and/or Business Entity Form, and the spouse or co-habitant of a Person listed on said forms, must wait at least six (6) months after termination of the Independent Partnership or six (6) months of inactivity, before obtaining a legal or beneficial interest in an Independent Partnership under a different Sponsor.

3.23 SALE, TRANSFER, OR ASSIGNMENT OF PARTNERSHIP

A Partner may not sell, dispose of, transfer, or otherwise assign Independent Partnership assets (including by sale, gift, bequest, or otherwise) without the prior written consent of the Company. Please submit any requests of account sales or transfers to the Company within fifteen (15) business days prior to the sale of the account to provide time for the Company to review the information of the seller and potential buyer of the account. Any assets that take the form of claims to compensation or satisfaction of contractual obligations from or by the Company will not be recognized as assets of the transferee on the records of the Company until the Company has received written notification of the transfer and has given its formal written approval for an assignment of the Agreement, which shall be at the Company's sole discretion.

If the buyer is an existing Partner, the buyer must first terminate his or her existing Partner Agreement and wait six (6) months or have six (6) months of inactivity before acquiring an interest in the Independent Partnership being sold. There is an exception to the six (6) month waiting period if the buyer is either within seven (7) levels above or one (1) level below the seller in the same line of sponsorship. In that event, the buyer need not terminate his or her existing Independent Partnership prior to purchasing the subject Independent Partnership. However, as soon as the purchase transaction is completed, in order to be in compliance with Section 3.21 above, the buyer must terminate one of the Independent Partnerships, either his or her pre-existing Account or the purchased Account.

If the potential buyer is completely new to Xyngular and not a current Partner, they must go through Xyngular's "apprenticeship" and training program, which they will learn more about being a Xyngular Partner. Completion of this training and interview will determine if the potential buyer will be approved to purchase the Partnership.

Once a buyer has been established, and BEFORE the transfer or sale has been finalized, the company will notify all Partners who were directly sponsored by the former owner of the Partnership to notify them of the changes. Each of these Partners will be given the option to remain in their current position and now be sponsored by the new buyer, or they may choose to roll up to the next active upline and be sponsored by them. If they choose to roll up to the active upline, the Partners downline will also follow. Customers will remain and automatically be assigned to the new owner of the Partner Account once the sale or transfer has been finalized.

Upon completion of the transfer or sale of the account the rank of the account will be determined based off of current "paid as rank" not "achieved rank". If necessary the company may make manual changes to the current rank that is reflected on the account in order to reflect the current paid as rank.

The Company reserves the right to terminate the Independent Partnership if the Company finds that the sale of or purchase of the Independent Partnership is in violation of Company policy. For example, a Partner that previously had an Independent Partnership terminated by the Company may not purchase an Independent Partnership from an existing Partner. Please send any Independent Partnership ownership change requests to the Company.

3.24 INHERITANCE & SUCCESSION

In the event of an Individual Partner's death, their Independent Partnership may be passed to their heirs, or other beneficiaries whether by will, intestate succession, or otherwise. The Company will review the transfer when a court order or proper legal document addressing the transfer to a qualified transferee is submitted to the Company.

If the beneficiary or heir is a Xyngular Partner then he or she may choose between which account they will continue their distributorship and terminate the other account. The Company, at its sole discretion, reserves the right to reject the transfer to the transferee. Partners should consult with an estate-planning lawyer or notary to make appropriate arrangements for the transfer of the Independent Partnership.

In the event of the death of a person that has an interest in a Business Entity, the Independent Partnership will be transferred according to the legal documents of the Business Entity and applicable laws governing the transfer, provided that all persons of the transferee are qualified to hold an interest in a Partnership under these Policies. The transfer of your interest will be reviewed by the Company when a court order or proper legal document addressing the transfer to a qualified transferee is submitted to the Company.

In the case of intestacy, the Company will deem the distributorship nontransferable if it is not contacted by an authorized representative of the estate or the heirs, devisees, successor trustees, personal representative, or executor of the decedent within six (6) months of the Partner's death.

3.25 BANKRUPTCY

The sale, transfer, or assignment of a Xyngular Partnership through bankruptcy is prohibited. This prohibition applies if a Partner files for bankruptcy and his or her Partner position or Partner Agreement would otherwise become part of an estate in bankruptcy or an asset for sale or disposition as part of the proceedings. Under no circumstances may a distributorship be transferred to any other person or entity as part of a bankruptcy proceeding, either by the Partner, the bankruptcy trustee, a court, or otherwise. Unless a Partner is permitted to retain his or her distributorship as part of the resolution of the bankruptcy proceedings, such distributorship shall be deemed cancelled and the Partner position vacated as of the date of the bankruptcy filing.

3.26 SEPARATION OF A PARTNERSHIP

When a couple sharing an Independent Partnership divorces or separates, the Company will maintain the account as it stands and continue to pay commissions in the same manner as before the divorce or separation until it receives written notice, signed and notarized by both Parties, or receives a court decree which specifies to whom future commissions should be paid, provided the couple has complied with Company policies.

3.27 DORMANT ACCOUNTS

An Independent Partnership is considered dormant when they have less than 30 in personal volume or no front-line enrollments are posted within a three (3) month period. After three (3) full calendar months of dormancy, a dormant Partner's downline will roll up to their first active upline Partner and the dormant Partner will lose all rights and

privileges of sponsoring his or her downline at the time of dormancy, and to the extent applicable, the Partner will be removed from the Subscription program. If the Partner remains inactive, the Partner Agreement will be subject to termination. No written notice of termination need be given by either the Partner or the Company when an Independent Partnership is dormant for three (3) months.

Within six (6) months of cancellation under this section, if the cancelled Partner position is still open and has not yet been rolled up, sold, transferred, or otherwise disposed of by the Company, a Partner can request to reactivate the position by giving written notice to the Company and by ordering product or enrolling new Partners into their network. Reactivation of dormant Partner positions under this provision is in the Company's discretion. Independent Partners not submitting a letter of termination must wait at least three (3) months after their Independent Partnership is marked dormant to comply with the six (6) month waiting period required under Section 3.21 of these policies.

3.28 VOLUNTARY CANCELLATION BY PARTNER

A Partner may cancel their Agreement with the Company at any time and for any reason by providing written notice to the Company indicating their intent to discontinue their distributorship. The written notice must include the Partner's signature (or received from the email address on company record), printed name, address, and appropriate identification number.

If the Partner voluntarily cancels the Agreement, they may become a Customer or Partner within six (6) months of cancellation anywhere in the Partner organization subject to all other rules of enrollment as discussed in this Agreement.

3.29 CANCELLATION BY COMPANY FOR CONVENIENCE

The Company may cancel this Agreement at any time by providing a thirty (30) day written notice to the Partner. The Company is not required to have any reason or prove any cause to cancel this Agreement under this section. If this Agreement is cancelled under this section, the Partner shall have no claim against the Company, its affiliates or their respective officers, directors, agents, employees, servants and representatives, nor any right to claim or collect future lost profits, lost opportunities, or any other damages, but this shall not affect the Company's obligation to pay any remuneration due to the Partner that accrued prior to the cancellation of this Agreement. Cancellation will result in the loss of all benefits as a Partner. The terms hereof are in satisfaction of any and all statutory and common law claims, including without limitation, any right to reasonable notice of termination of the contractual relationship.

3.30 EFFECT OF CANCELLATION

Following a Partner's voluntary or involuntary cancellation, such former Partner shall have no right, title, claim, or interest to the team which he or she operated or any bonus

and/or commission from the sales generated by the team. The Company may at its sole discretion retain your sales organization, sell it, roll it up to the next active upline Partner, or dissolve and remove it from the Sponsor's downline. Following a Partner's voluntary or involuntary cancellation, the former Partner shall not represent themselves as a Xyngular Partner, they shall not have the right to sell Xyngular products or services, they must discontinue using any other materials bearing any of the Xyngular logo, trademark, or service mark licensed to or owned by the Company.

Xyngular Partner positions in a sales organization do not automatically roll up when they are vacated. Rather, when a position is vacated for any reason, either voluntarily or involuntarily, the vacated position will remain in its current position in the sales organization, and its downline organization will remain intact, until at least the time that the Company has recouped all costs and losses, including attorney's fees, associated with the reason the position has been vacated, such as a Partner's termination and the events that are connected with or led to the termination. This provision includes all costs, fees, and expenses associated with litigation that may result from or be connected with such termination.

Once the Company determines, in its sole discretion, that it has recouped all such costs and losses, the vacated Partner position may be removed from the Company sales organization, and the downline organization may roll up to the immediate upline Partner. The Company may also choose to either retain, transfer, or sell the Partner position at that time. No Xyngular Partner shall have any vested right or claim of any kind in; (1) the roll-up of any vacated position in any sales organization, regardless of whether the position has been vacated through voluntary resignation or non-renewal, involuntary termination, or otherwise; (2) the timing of such roll-up; or (3) the retention, transfer, or sale of such position. The decision whether or not to roll up, retain, transfer, or sell a particular position after it is vacated, and when, is always within the sole discretion of the Company.

3.31 ACTIONS OF HOUSEHOLD CUSTOMERS OR AFFILIATED INDIVIDUALS

If any member of a Partner's immediate household (a Partner's spouse or dependents) engages in any activity, which, if performed by the Partner, would violate any provision of the Partner Agreement, such activity will be deemed a violation by the Partner. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust, or other entity (collectively "Entity") violates the Agreement, such action(s) will be deemed a violation by the Entity, and the Company may take disciplinary action against the Entity. Likewise, if a Partner enrolls in the Company as an Entity, each affiliated Party of the Entity will be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

3.32 CROSS-LINE RECRUITING

Cross-line Recruiting is strictly prohibited. "Cross-line Recruiting" is defined as the enrollment or attempted enrollment of an individual or Entity that already has a current Customer or Partner Agreement on file with the Company, or who has had such an agreement within the preceding six (6) months within a different line of sponsorship. The use of trade names, DBAs, corporations, partnerships, trusts, spouse names, Social Security Numbers, Employer Identification Numbers, or fictitious ID numbers to circumvent this policy is prohibited. Partners may not demean, discredit, or invalidate other Xyngular Partners in an attempt to entice another Partner to become part of their team.

3.33 INTERNATIONAL

Partners are authorized to sell Xyngular products and enroll Partners and Customers only in the countries in which the Company or a related company is authorized to conduct business, as announced on the Company's official website or other official Company literature, subject to any limitations therein, and as updated from time to time. Prior to the official opening of an international market, Partners may only provide business cards and conduct meetings regarding the Company to their personal acquaintances and family. These meetings may not be held in public establishments. Further, Partners may not:

- Conduct sales, enrollment or training meetings to non-family members or non-acquaintances;
- Enroll or attempt to enroll potential Partners or Customers; or
- Conduct any other activity for the purpose of selling products, establishing a sales organization, or promoting the Xyngular opportunity.

Each Partner agrees that he or she has no authority to take any steps in any country or other political jurisdiction to introduce or further the Company's business. Such prohibited activities include, but are not limited to, any attempt to register or reserve any names, trademarks, or trade names licensed to or owned by the Company; to secure approval for products or business practices; or to establish business or governmental contacts of any kind in the Company's name or on the Company's behalf.

A Partner agrees to indemnify the Company for all costs and attorney's fees incurred by the Company for any remedial action needed to exonerate the Company in the event the Partner improperly acts on behalf of the Company or to protect the Company's interests harmed by the Partner's unauthorized conduct. At the direction of the Company, the Partner agrees to immediately assign any registration of names, trademarks, or trade names licensed to or owned by the Company that are registered or reserved in violation of this section to the Company. The provisions of this section survive the termination of the Contract.

3.34 NOT FOR RESALE (NFR) PRODUCTS AND LOCATION WHERE SERVICES ARE PERFORMED

In some countries, individual consumers may purchase and import Xyngular's products for their personal use on a not-for-resale (NFR) basis as retail customers. If your customers purchase NFR products, those products are only for personal use and cannot be resold.

3.35 REPACKAGING AND RELABELING PROHIBITED

Partners may not relabel or alter the labels on any Xyngular products, information, or materials in any way. Partners may not repackage or refill any Xyngular products and must be sold in their original containers only. Such relabeling or repackaging would violate governing laws, which could result in severe criminal penalties. Civil liability may also result when the persons using the products suffer any type of injury or their property is damaged as a consequence of the repackaging or relabeling of products.

Section 4: Advertising

4.1 IN GENERAL

Partners must avoid all discourteous, deceptive, misleading, illegal, unethical, or immoral conduct or practices in their marketing and promotion of the Company, the Xyngular opportunity, the Compensation Plan, and Xyngular's products.

4.2 PARTNER CREATED SALES AIDS

Partners may produce individual sales, marketing, and support materials to market or promote Xyngular's products and opportunity. Partners who desire to create their own sales tools, promotional materials, advertisements, or other literature (promotional material) must submit a copy of the proposed materials to the Company for review and approval before they may use the information to promote his or her Xyngular business. Upon receipt of the proposed promotional material, the Company will review the information which may be subject to a review fee.

The Company reserves the right to require any change to a sales aid it deems necessary to ensure appropriate content, deny approval for any proposed sales aid and, if changes in regulatory requirements or other circumstances so dictate, to require the removal from the marketplace and/or discontinuing the use of previously reviewed sales aids without the Company incurring any liability or financial obligation to the affected Partner.

This review is not a legal review. The Company's review process does not guarantee that the sales aid complies with all applicable federal or state legal and other regulatory requirements. The review process does not constitute legal advice from the Company to any Partner. In addition to the Company's review, all Partners who intend to produce and distribute sales aids in accordance with this section

are strongly advised to seek the advice of independent legal counsel with regard to the legality and regulatory compliance of sales aids.

4.3 PARTNER CLAIMS AND REPRESENTATIONS

4.3.1 PRODUCT CLAIMS

Xyngular Partners are prohibited from making inaccurate and impermissible claims about any Xyngular Product. In particular, claims that Xyngular products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases is prohibited. Such statements can be perceived as medical or drug claims. Not only are such claims in violation of the Partner Agreement, they also violate the laws and regulations of the United States, and other jurisdictions. Partners must comply with all laws, both state and federal, regarding any statements made.

4.3.2 INCOME CLAIMS

A Partner may not make any claims, specific or implied, regarding the income opportunity that are false, misleading or atypical, including income or lifestyle guarantees of any kind. You may not exhibit commission payouts, commission summaries, actual or facsimile bonus or commission checks. Each Partner agrees that any claims or representations concerning the opportunity must be congruent with, and limited to, those found in the materials and literature currently distributed by the Company. Such claims and representations may only be made if allowed by applicable laws, ordinances, and regulations for the jurisdiction in which the claim or representation is made.

Xyngular has prepared an Income Summary designed to convey truthful, timely, and comprehensive information about the income that its Partners have earned in the prior year. Any time you present or discuss the Compensation Plan or make any type of income or earning representation about the Compensation Plan, you must provide proper disclaimers and the Income Summary. A copy of the Income Summary is available online at Xyngular.com/XIS.

Income and lifestyle claims include without limitation:

- Claims of actual, average, or projected earnings under the Compensation Plan
- Income testimonials
- Hypothetical examples of earnings under the Compensation Plan
- Lifestyle changes or claims

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Partner or Partners in which the Compensation Plan is discussed or any type of income claim is made, you must provide each prospect with a copy of the Income Summary. If copies of the Income Summary are not provided to everyone in any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the Income Summary must be displayed continuously throughout the

duration of any discussion of the Compensation Plan or the making of an income claim.

4.3.3 COMPENSATION PLAN CLAIMS

When presenting or discussing the Compensation Plan, Partners must make it clear to prospective Partners that financial success as a Xyngular Partner requires commitment, effort, and sales skill. Conversely, Partners must never represent that one can be successful without diligently applying themselves over an extended period of time. Examples of misrepresentations include, but are not limited to:

- Any person can or will receive commissions without substantial effort on his or her own behalf;
- It's a turnkey system;
- The system will do the work for you;
- Just get in and your downline will build through spillover;
- Just join and I will build your downline for you;
- The company does all the work for you;
- Financial freedom;
- Replace your full-time income;
- You don't have to sell anything; or,
- All you have to do is buy your products every month.

It is important that Partners do not make these or any other representations that could lead a prospective Partner to believe that he or she can be successful as a Partner without commitment, effort, and sales skill.

4.3.4 GOVERNMENTAL APPROVAL OR ENDORSEMENT

State and federal regulatory agencies and officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, you may not represent or imply that the Company or its Compensation Plan have been "approved," "endorsed," or otherwise sanctioned by any government agency.

4.3.5 INDEMNIFICATION

A Partner must represent the products, services, and opportunity ethically and professionally and is fully responsible for all of his or her verbal and written statements made regarding the products, services, and opportunity 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 any other means of communication. PARTNERS AGREE TO INDEMNIFY THE COMPANY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND HOLD THEM HARMLESS FROM ALL LIABILITY INCLUDING JUDGMENTS, CIVIL PENALTIES, REFUNDS, ATTORNEY FEES, COURT COSTS, OR LOST BUSINESS INCURRED BY THE COMPANY AS A RESULT OF THE PARTNER'S UNAUTHORIZED REPRESENTATIONS OR ACTIONS. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

4.4 TRADEMARKS AND COPYRIGHTS

Partners may not use any trade names, trademarks, service marks, product names, logos, or other intangible commercial assets, registered or otherwise, that are licensed to or owned by the Company ("Xyngular Trademarks") in any form of advertising or promotion, including for any internet domain name or e-mail address, without first entering into a separate, written licensing agreement with the Company for each proposed use of any of the above-stated names or devices.

Each Partner agrees that any use in violation of these provisions constitutes a breach of the Agreement and causes irreparable harm to the Company. The Company, in its sole discretion, reserves the right to prohibit any advertising or promotion.

Individual and separate use of Xyngular Trademarks including any name or logo must be preceded by the completion of a separate written agreement with the Company for the use. Unauthorized use of Xyngular Trademarks including logos, names, trademarks, or trade names is prohibited. Any unauthorized use constitutes a breach of the Agreement and also a violation of trademark laws and will cause irreparable damage to the Company and its Partners. The Company reserves the right to pursue all legal and equitable remedies against any Partner or any other individual or entity who wrongfully uses Xyngular Trademarks including logos or names.

Partners are prohibited from applying for, owning, or registering any Xyngular Trademark, in whole or in part, or any confusingly similar mark as a trademark in any jurisdiction in the world. In the event you do so or have done so, you hereby agree to assign, at no cost to the Company, the trademark registration or application at the direction of the Company within ten (10) days of the Company's written request. Partners are prohibited from using any Xyngular Trademark (or confusingly similar terms) in connection with any online paid marketing program or effort, including pay-per-click online advertising, Google AdWords, paid social ads, video content, content syndication, and display marketing.

4.5 INTERNET AND WEBSITES

Partners may use the internet such as websites, blogs, social media, etc. (collectively "Partner Sites"), to promote their Xyngular business and products. Partner Sites used for this purpose must display the "Independent Xyngular Partner" logo in a prominent location.

These Partner Sites may not; (a) use any trademarks licensed to or owned by the Company; (b) make any improper product, income, or Compensation Plan claims, as outlined in Section 4.3; (c) promote the products or business of any other company; (d) contain false, misleading, or atypical information; or (e) collect, store, process, or transmit Partner or Customer confidential information. Partners are responsible to ensure that all users of their Sites comply with these requirements.

Partners who sell Company products through their personal website(s) are responsible for handling any customer concerns that are brought to their attention. They are not permitted to have the Company's contact information or information directing the customer to contact the Company about an order or return concern. For example, having the Company's return policy with the Company's contact information on your personal website is prohibited. Violators of this policy may face disciplinary action.

Partners may not register their website(s) with web directories or search engines using any Xyngular Trademarks or third-party owned intellectual property or any proprietary information (i.e., trade names, copyrighted material, trademarks, and trade secrets) without written approval and permission from the Partner Conduct Review Committee (DCRC) and property owner.

Partner Sites may, at the Company's sole discretion, be monitored by the Company. Failure to monitor Partners Sites for any period of time does not waive the Company's rights to enforce the provisions of this section.

4.6 COMMERCIAL OUTLETS

A Partner who owns or is employed by a service-related establishment may provide Xyngular's products through this establishment as long as the Partner is providing proper prescreening and ongoing support to his or her customers as called for by the Agreement. A service-related establishment is one whose revenue is earned primarily by providing personal service rather than by selling products and whose use by customers is established or controlled by membership or appointment. Approved service-related establishments may include (but are not limited to) health spas, beauty shops, and chiropractor's offices.

Unapproved service-related establishments may include (but are not limited to) retail stores, internet auction sites (i.e., eBay), Amazon, and pharmacies. It is a violation of this policy to knowingly be part of any scheme whereby a Partner provides product to a third-party who then offers the product for resale in any unapproved retail-oriented establishment.

The Company reserves the right, in its sole discretion, to make a final determination as to whether an establishment is service-related or is a proper place for the sale of the products or services.

4.7 ADVERTISED PRICE

Partners may establish their own prices for Xyngular's products and services as long as it is not advertised or viewed by the general public that the price is less than the current wholesale prices plus shipping and applicable taxes. This restriction shall not apply to advertising in which a free product is offered with a purchase.

4.8 TELEPHONE AND EMAIL SOLICITATION

The use of any automated telephone solicitation equipment in connection with the marketing or promotion of the

Company, its products, or the Xyngular opportunity is strictly prohibited. The use of “boiler-room” telemarketing operations to sell products or services over the telephone, or to recruit Partners, is strictly prohibited. Partners are also forbidden from sending unsolicited e-mail messages or “spamming” to sell products or to recruit Partners, Customers or other Retail Customers. Upon violation of this policy, the Partner agrees that they will indemnify the Company and the Company’s directors, officers, Customers, shareholders, managers, employees, and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorneys’ fees, court costs, or lost business incurred by the Company as a result of your telemarketing activities.

4.9 TRADE SHOWS AND EXPOSITIONS

Partners may display and/or sell Xyngular products at trade shows and expositions, but they may not display or sell Xyngular products at swap meets, garage sales, flea markets, or farmers’ markets as these events are not conducive to the image the Company wishes to portray. All literature displayed at the event must be approved Xyngular literature and must clearly identify the individual(s) as Independent Partners.

4.10 TELEVISION AND RADIO

A Partner is expressly prohibited from using any form of media advertising to promote the Company’s products, services or opportunity without prior approval by the Company via the Partner Conduct Review Committee. In addition, a Partner may not promote the products, services, or opportunity through interviews with the media, articles in publications, news reports, or any other public information, trade, or industry information source, or any private, paid or “closed group” publications, unless specifically authorized, in writing, by the Company.

4.11 MEDIA INQUIRES

Partners must refer all media inquiries regarding Xyngular to the Company. This will ensure that accurate and consistent information reaches the general public.

4.12 CELEBRITY ENDORSEMENTS

A Partner may not use a celebrity endorsement without the specific, prior, written approval of the endorsing celebrity for each use of the celebrity’s name or likeness. Celebrity endorsements must also be approved in writing by the Company. Please submit any endorsement requests to compliance@xyngular.com. The Company, at its sole discretion, will determine who is considered a celebrity.

4.13 NON-EXCLUSIVITY

There are no exclusive territories or exclusive right to any sales channel for marketing Xyngular products or services, nor shall any Partner imply or state that he or she has an exclusive territory to market Xyngular products or services.

Section 5: Sponsoring

5.1 BECOMING A SPONSOR

A Partner may act as a Sponsor only if the Partner meets all requirements and accepts all responsibilities described in these Policies. A Partner may also refer a person to the Company as an applicant to become a Partner or Customer. Upon acceptance by the Company of the applicant agreeing to the Partner Agreement, an applicant is placed in the Sales Organization of the Sponsor listed on the Partner enrollment process.

5.2 RESPONSIBILITIES OF A SPONSOR

In order to be a successful Sponsor, a Partner should assume training and support obligations for Partners in his or her Sales Organization. A Partner’s success is aided by the systematic sharing and sale of Company products or services and by assisting Partners within a Sales Organization. Successful leadership of a Sales Organization involves:

- Providing regular sales and organizational training, guidance, and encouragement to the Sales Organization. A Sponsor should maintain contact with all group Partners and be available to answer questions;
- Exercising best efforts to ensure that all Partners in the Sales Organization properly understand and comply with the terms and conditions of the Contract and applicable national and local laws, ordinances, and regulations;
- Resolving any disputes arising between a Customer and Partner of the Sales Organization and attempting to resolve the dispute promptly and amicably; and
- Training to ensure that product or service sales and opportunity meetings are conducted in accordance with the Contract and any applicable laws, ordinances, and regulations.

5.3 ONLINE SPONSORING

When sponsoring a new Partner through the online Partner Agreement process, the Sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online Partner Agreement which consists of these Policies and Procedures. The Sponsor may not fill out the online Partner Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

5.4 CONFLICTING ENROLLMENTS

Every prospective Partner has the ultimate right to choose his or her own Sponsor. As a general rule, the first Partner who does meaningful work with a prospective Partner 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 Partner enrolls with more than one account, the Company

will only consider valid the first Partner account that was created and any subsequent accounts will be terminated. If there is any question concerning the sponsorship of a Partner, the final decision will be made by the Company.

5.5 SPONSOR CHANGES

To protect the integrity of all marketing organizations and safeguard the hard work of all Partners, the Company strongly discourages changes in sponsorship. The Company will not permit any changes in the line of sponsorship except in the following circumstances:

- A Partner has been fraudulently or unethically induced into joining the Company;
- Day 1-3 of enrollment. The Partner has the option to change sponsors to whomever they wish within three (3) full business days after the date of enrollment without seeking approval from the current Sponsor. Business days do not include Saturdays, Sundays, or holidays; or,
- Day 4-10 of enrollment. If an incorrect placement was made due to a Partner error, a change in the line of sponsorship can be made to correct the error where a request for a change is made within ten (10) days of enrollment. To make such a request, the Company must receive the written consent of the current Sponsor and the Partner being moved. If at the time of the request the Partner has a downline organization, no change will be permitted in the line of sponsorship. In the event that such a change is approved, commissions and bonuses earned will be adjusted accordingly.

In the event that a sponsor change is not approved, a Partner has the option to terminate their distributorship in writing and rejoin under the Sponsor of their choice after a period of six (6) months of inactivity (i.e., no purchases or sales of Xyngular products or participation in any other form as a Partner) as outlined in Section 3.21.

Under exceptional conditions, sponsor changes outside of this policy may be reviewed on a case-by-case basis by the Company.

Waiver of Claims. In cases in which the appropriate sponsorship change procedures have not been followed, and a sales organization has been developed in the second business developed by a Partner, the Company reserves the sole and exclusive right to determine the final disposition of the sales organization. Resolving conflicts over the proper placement of a sales organization that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, PARTNERS WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM COMPANY'S DECISION REGARDING THE DISPOSITION

OF ANY SALES ORGANIZATION THAT DEVELOPS BELOW A PARTNER THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

Section 6: Restrictive Covenants

6.1 CONFLICTS OF INTEREST

The Parties agree that any violation of these Restrictive Covenants shall cause the Company irreparable harm for which there is no adequate remedy at law, and that such harm will outweigh any injury to Partner should injunctive relief be granted to the Company. The Company shall therefore be entitled to immediate and permanent equitable relief to prevent further violations of the policy.

6.2 NON-SOLICITATION

6.2.1 RECRUITMENT

Unless otherwise agreed to in writing with Xyngular, Partners are free to participate in other multilevel, direct sales, or network marketing business ventures or marketing opportunities (collectively, "Network Marketing"). However, during the term of the Agreement, Partners may not directly or indirectly recruit other Xyngular Partners or Customers for any other Network Marketing business or opportunity (a "Competing Activity"). The term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly (including responding to a solicitation from a third-party), the use of a website or social media, or through a third-party, another Xyngular Partner or Customer to enroll or participate in a Competing Activity. This conduct constitutes Recruiting even if the Partner's actions are in response to an inquiry or contact made by another Partner or Customer.

6.2.2 SOCIAL MEDIA

Partners are prohibited from promoting the Xyngular opportunity and/or Compensation Plan in conjunction with any non- Xyngular business plan, opportunity, or incentive. Partners are also prohibited from offering or promoting any non-Xyngular products that directly compete with Xyngular's products. Examples of "competing products"; promoting Xyngular's Collagen with another company's collagen, or Xyngular's weight loss products with another company's weight loss products, regardless if the company is another direct selling company.

6.2.3 CORPORATE AND LEADERSHIP BONUS POOLS

Where a Partner who obtains the rank of Executive directly or indirectly participates in the receipt of compensation from, or having an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in any other multi-level marketing venture, they may not participate in the Company's Corporate Sales Pools, Leadership Bonuses, and the Company's Passport

Program, Founders Club, or other Recognition Rewards. The Partner must notify the Company within five (5) business days of the first engagement in any multi-level marketing venture activity for any other direct sales company. You agree to notify the Company that you, your spouse, your Co-habitant, or any Person with a beneficial interest in your Xyngular Partner Account, is engaged in such activity. Failure to notify the Company of your engagement in any multi-level marketing venture for any other direct sales company will be considered a violation of these Policies and Procedures and may result in other action being taken by the Company, including termination of your Partner account.

A Partner who accepts any of the above Bonuses and/or Rewards while participating in another multi-level marketing venture is in material breach of this Agreement regardless of the Partner's intent or purpose of such participation. You further agree that you (i) will be liable to refund to the Company any such Bonuses paid or Rewards received to you during any period following your engagement in any such multi-level-marketing venture whether or not you provide the notice to the Company as required, (ii) the Company will have the right to recover any such amounts by other means.

If a Partner was receiving compensation from a network marketing company and can demonstrate that they were receiving compensation prior to joining the Company, that Partner is exempt from the restrictions contained in this section. This exemption only applies to the company that the Partner promoted before the Company.

6.2.4 RECRUITMENT PROHIBITIONS

Following the cancellation or termination of a Partner's Agreement, whether voluntary or involuntary and regardless of the reason for cancellation or termination, and for a period of twelve (12) calendar months thereafter, a former Partner may not Recruit any Xyngular Partner for any Competing Activities. Notwithstanding this prohibition, it is permissible during this 12-month period for Competing Activities for a Partner to Recruit (i) his or her immediate family members, and/or (ii) any Xyngular Partner whom the Partner personally sponsored into the Company and with whom the Partner had a personal relationship prior to joining the Company, even if those individuals are current Xyngular Partners.

6.2.5 RECRUITMENT PROHIBITIONS - INTERNATIONAL

Partners stipulate that because Competing Activities are conducted worldwide, often through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would limit its effectiveness. Therefore, Partners agree that this non-solicitation provision shall apply in all countries in which the Company, or one of its related companies, conducts business at the time the restriction is applicable. Partners agree

that the geographic scope applicable to this provision is reasonable and further waive any claim or defense that the non-solicitation provision is void or voidable based on the breadth of its geographic scope. It is the intent of the Parties that this provision be enforced to the maximum extent possible. To the extent that a tribunal of competent jurisdiction determines that some portion of this provision is unenforceable, the Parties agree that the provision may be reformed to give it effect to the maximum extent allowed by law.

6.2.6 IRREPARABLE HARM

Each Partner stipulates that if he or she violates any part of this section, the Company will be irreparably harmed and calculation of the full extent of the Company's damages will be difficult. Partner therefore stipulates that the Company shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against Partner and all those acting in concert with him or her to prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which the Company may be entitled, including disciplinary sanctions under the Agreement and recovery of damages caused by a Partner's breach. The provisions of this section shall survive termination of the Agreement.

6.3 PARTNER LISTS

Partner Lists and all contacts generated therefrom ("Lists") are the confidential and proprietary property of the Company. The Company has derived, compiled, configured, and currently maintains the Lists through the expenditure of considerable time, effort, and monetary resources. The Lists in their present and future forms constitute commercially advantageous proprietary assets and trade secrets of the Company. The right to disclose Lists and other Partner information maintained by the Company is expressly reserved by the Company and may be denied at the Company's discretion. The Company provides a uniquely tailored portion of the Lists to Partners on a monthly basis. Each portion of the Lists provided to a Partner contains information specific to the Partner's Compensation Plan level and Sales Organization. These Lists, and portions thereof, are provided for the exclusive and limited use of the Partner to facilitate the training, support, and servicing of the Partner's Sales Organization for furtherance of Company-related business only. Each Partner agrees that each use, within its intended scope, constitutes a separate exclusive license agreement between the Partner and the Company. These Lists and all portions thereof, remain, at all times, the exclusive property of the Company, which the Company may, at any time and in its sole discretion, reclaim and repossess. The Company reserves the right to pursue all appropriate remedies under applicable national or local laws to protect the Company's rights to the above-stated proprietary and trade secret information covered by the List. Any failure to pursue any applicable remedies will not constitute a waiver of those rights. The provisions of this shall survive the termination of the Agreement.

Section 7: Enforcement Of Agreement

7.1 DISPUTES BETWEEN PARTNERS

When a Partner has a grievance or complaint with another Partner regarding any practice or conduct in relationship to his/her Xyngular business or sales organization, the complaining Partner should first discuss the problem with the other Partner. If this does not resolve the problem, the complaining Partner should report the problem to his/her upline leader who is at an Executive rank or above to resolve the issue. If the matter cannot be resolved, it may be reported to the Company's Compliance Department. The complaint should identify specific instances of alleged improper conduct and, to the extent possible, identify the relevant dates on which the event(s) complained of took place, the location(s) where they occurred, and all persons who have firsthand knowledge of the improper conduct.

Upon receipt of a written complaint, the Company's Compliance Department may investigate the matter, at its sole discretion. If a policy has been violated, as determined in the absolute discretion of the Company's Compliance Department, the Company's Compliance Department will render a decision on how the dispute will be resolved. The Company's Compliance Department may impose disciplinary sanctions as provided in this Section 7.

7.2 MANDATORY ARBITRATION OF MOST DISPUTES BETWEEN XYNGULAR AND PARTNERS; WAIVER OF CLASS ACTION LITIGATION

PLEASE READ THE PROVISIONS OF THIS ARBITRATION AGREEMENT CAREFULLY. THEY AFFECT YOUR RIGHTS, INCLUDING REQUIRING THAT DISPUTES BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. YOU AND COMPANY AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE COMPANY OR THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT, SHALL BE DETERMINED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT, AS SET FORTH IN THIS ARBITRATION AGREEMENT. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. YOU AGREE THAT THIS ARBITRATION AGREEMENT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE AND THAT THE FEDERAL ARBITRATION ACT, 9 U.S.C § 1 ET SEQ. ("FAA"), WILL GOVERN ITS INTERPRETATION AND ENFORCEMENT. YOU AGREE THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. THESE TERMS AND CONDITIONS AND THIS ARBITRATION AGREEMENT DO NOT PREVENT YOU FROM BRINGING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF

THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST THE COMPANY ON YOUR BEHALF. THIS ARBITRATION AGREEMENT SHALL SURVIVE ANY TERMINATION OF YOUR RELATIONSHIP WITH THE COMPANY. Any dispute, claim, or controversy relating to or arising out of the Company, this Agreement or the breach thereof shall be determined by binding arbitration in Salt Lake City, Utah, in accordance with the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association (the "AAA"). To the fullest extent permitted by applicable law, the arbitration will occur in Salt Lake City, Utah. This provision covers disputes and claims involving the Company's affiliates and all of their respective shareholders, officers, directors, employees, Partners, Customers, customers, Retail Customers, contractors, representatives, and agents, its Compensation Plan, its Products, the rights and obligations of its Partners and the Company, any applicable law, relating to product purchase(s) or performance, either of a Partner or of the Company under the Partner Agreement, or any other dispute, claim, or cause of action, whether arising in contract, tort, equity, or otherwise.

Louisiana Residents: The dispute resolution provision in these Policies shall apply to Louisiana residents with the exception that any litigation or arbitration between the Company and a Louisiana resident Partner may be brought in the Partner's home forum and pursuant to Louisiana law.

In agreeing to arbitrate all claims hereunder, Partners hereby recognize and agree to waive the right to a trial in a court and/or by a jury. Any arbitration shall take place on an individual basis. Class or representative actions shall not be permitted. However, nothing in this Arbitration Provision shall prevent a Partner from bringing an individual action for money damages of \$10,000 or less (but no other relief) in Small Claims Court of appropriate jurisdiction where permitted by law ("Small Claims Court Claims"). Any dispute regarding whether any claim is subject to arbitration or relating to the interpretation, scope, applicability, or enforceability of this Arbitration Agreement shall be resolved by the AAA.

You may download or copy a form to initiate arbitration at www.adr.org. The arbitration will be governed by the AAA Rules, as modified by this Arbitration Agreement, and will be administered by the AAA. The AAA Rules and Forms are available only at www.adr.org or by calling the AAA at 1-800-778-7879. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

To the fullest extent permitted by applicable law, the arbitration shall be conducted on a strictly confidential basis, and Partners shall not disclose the existence or nature of any claim, defense, or argument, or any documents, correspondence, pleadings, briefing, exhibits, arguments, testimony, evidence, or information exchanged or presented in connection with any claim, defense, or argument, rulings, decisions, or results of any claim, defense, or argument (collectively, "Arbitration Materials")

to any third-party, except: (1) with the Partner's legal or tax counsel, who the Partner shall ensure complies with these confidentiality terms; (2) to the extent required by applicable law; or (3) to the extent necessary to enforce an arbitration award.

For claims of \$1,000,000 or less, there shall be one neutral arbitrator who shall be an attorney at law with at least ten (10) years of expertise in transactional law and who is knowledgeable in the direct selling industry, selected from the panel which the AAA provides. For claims greater than \$1,000,000, there shall be a panel of three (3) neutral arbitrators, comprised of at least one (1) former state or federal judge and at least one (1) who is an attorney with at least ten (10) years of expertise in transactional law and who is knowledgeable in the direct selling industry. The selection of arbitrators will be conducted in accordance with AAA Rules. The arbitrator(s) shall have exclusive authority to determine whether any particular dispute, claim or controversy is arbitrable and covered by this provision. The arbitrator shall also have exclusive authority to resolve any dispute relating to the interpretation, scope, applicability, or enforceability of this Arbitration Agreement, including, but not limited to, any claim that all or part of this Arbitration Agreement is void or voidable. To the fullest extent permitted by applicable law, the arbitrator will have no authority to award punitive damages, indirect damages, consequential damages, special damages, or any other damages or civil penalties not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the provisions of the Policies and Procedures. The standard of proof in any arbitration shall be clear and convincing evidence. Each Party to the arbitration shall be responsible for its own costs and expenses of arbitration, including without limitation legal and filing fees. However, if any damages awarded are greater than \$1,000,000 or the arbitrator(s) determines that the claims or defenses are frivolous, the arbitrator(s) may require that the losing Party pay the prevailing Party's reasonable costs and expenses of arbitration, including legal, expert, and filing fees and costs to the extent permitted under applicable law.

Any demand for arbitration proceeding under this Arbitration Agreement must be filed with the AAA no later than two (2) years after the controversy or claim arose. Failure to timely file a demand for arbitration with the AAA constitutes both an absolute bar to the commencement of an arbitration proceeding with respect to the dispute, controversy, or claim, and a waiver of the dispute, controversy, or claim. Subject to the availability of the arbitrator(s), the arbitration shall start no later than three (3) months from the date the arbitrator(s) is appointed.

This Agreement to arbitrate shall survive any cancellation or expiration of the Partner's Agreement.

The decision of the arbitrator shall be final and binding upon the Parties and may be reduced to a judgment in any

court of competent jurisdiction. However, an appeal will be permitted if any damages awarded are greater than \$2,000,000. In such instances, the AAA Rules will govern the appeal.

There shall be no interlocutory appeals to any court, or any motions to vacate any order of the arbitrator that is not a final award dispositive of the arbitration in its entirety, except as required by law. The Parties agree to take all steps necessary to protect the confidentiality of the Arbitration Materials in connection with any court proceeding, agree to use their reasonable best efforts to file any court proceeding permitted herein and all documents containing confidential information under seal, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement.

Nothing in these Policies and Procedures shall prevent a Partner or the Company from pursuing in a court of competent jurisdiction (1) injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation, or violation, of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights or (2) relief consistent with the AAA Rule 37 or 38, including a temporary restraining order, preliminary injunction, permanent injunction, or other available relief to safeguard and protect the Company's interest prior to, during, or following the filing of any demand for arbitration or other proceeding.

The existence of any Partner claim or cause of action against the Company does not preclude the Company from enforcing the Partner's covenants and agreements contained in the Agreement.

In the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

7.2.1 PARTNERS OPT-OUT RIGHT WITHIN 30 DAYS

Partners who do not want to be subject to this Arbitration Agreement may opt out by notifying the Company in writing of their desire to opt out of this Arbitration Agreement within thirty (30) days of the Partner's execution or acceptance of this Agreement, or, in the event that this provision is materially changed by later amendment, within thirty (30) days of the effective date of any such amendment. Acceptable forms of notice include sending electronic mail to compliance@xyngular.com or by sending a letter dated and signed by the Partner to the following address:

Xyngular Corporation
Attn: Compliance Department
200 W Ashton Blvd.
Suite 500
Lehi, UT 84043

Either email or letter must clearly state the Partner's name and the intent to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement all other parts of this Partner Agreement will continue to apply to you. Partners will not be subject to retaliation in exercising their rights to assert claims or opt-out of the Arbitration Agreement.

7.2.2 CLASS ACTION WAIVER

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative, collective, or class proceeding. If any provision of this paragraph is determined to be unenforceable with respect to any claim or any particular remedy for a claim (such as a request for public injunctive relief), then the parties agree that the claim or particular remedy (and only that claim or remedy) must be decided by a court after all other claims and requests for relief are arbitrated.

A Partner may opt out of this class action waiver by submitting written notice to the Company of his or her desire to opt out within thirty (30) days from the date on which he or she enrolled as a Partner, or, in the event that this provision is materially changed by later amendment, within thirty (30) days of the effective date of any such amendment. Such opt-out notices must be submitted to the Company at compliance@xyngular.com and must clearly state the Partner's name and the intent to opt out of this class action waiver.

7.3 JURISDICTION, VENUE, AND CHOICE OF LAW

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Salt Lake County, State of Utah or in the United States District Court, in and for the District of Utah, to the exclusion of all other forums and venues, unless the laws of the state or province in which the Partner resides expressly require otherwise. The Parties waive any claim that such jurisdiction is an inconvenient or inappropriate forum. By signing or accepting this Agreement, all Partners consent to jurisdiction within these two forums. The laws of the State of Utah, without consideration of choice of law principles, shall govern disputes involving this Agreement. Small Claims Court Claims shall not be subject to the jurisdiction and venue requirements of this Provision. The law of the State of Utah, without consideration of choice of law principles, shall govern Small Claims Court Claims.

7.4 DISCIPLINARY ACTIONS

The Company shall have the right to investigate complaints against Partners and potential breaches of the Partner Agreement. During the investigation period, the Company has the right to suspend the Partner's

Partnership and withhold commissions during the pendency of the investigation. Violation of any of the terms and conditions of the Partner Agreement, or any illegal, fraudulent, deceptive, or unethical business conduct by a Partner may result, at the Company's discretion, in one or more of the following sanctions:

- A verbal or written warning, clarifying the meaning and application of a specific policy or procedure, and advising that a continued breach will result in further sanctions;
- Probation, which may include requiring a Partner to take remedial action and will include follow-up monitoring by the Company to ensure compliance with the Agreement;
- Withdrawal or denial of an award or recognition, or restricting participation in Xyngular-sponsored events for a specified period of time or until the Partner satisfies certain specified conditions;
- Suspension of certain privileges of Partnership, including, but not limited to, placing a product order, participating in the Company's programs, progressing in the Company's Compensation Plan, or participating as a Sponsor, for a specified period of time or until the Partner satisfies certain specified conditions;
- Withholding commissions or bonuses for a specified period of time or until the Partner satisfies certain specified conditions;
- Imposing fair and reasonable fines or other penalties in proportion to actual damages incurred by Partner and as permitted by law; or,
- Terminating a Partnership.

7.5 INVOLUNTARY CANCELLATION

A Partner's violation of any of the terms of the Partner Agreement, including any amendments that may be made by the Company in its sole discretion from time to time, constitutes a material breach of the Partner Agreement and may result, at the Company's option, in any of the disciplinary actions listed in Section 7.4, including cancellation of his or her Partnership. Involuntary cancellation of a Partnership will result in the Partner's loss of all rights to his or her team and any bonuses and commissions generated thereby.

When a Partnership is involuntarily canceled, the Partner will be notified by email and certified mail at the address on file with the Company. Cancellation is effective on the date on which written notice is mailed via certified mail to the Partner's last known address or when the Partner receives actual notice of cancellation, whichever occurs first. In the event of such involuntary cancellation, the Partner must immediately cease to represent himself or herself as a Xyngular Partner.

7.6 APPEALS OF DISCIPLINARY ACTION

The Partner may appeal the termination to the Company's Compliance Department. The Partner's appeal must be in writing and must be received by the Company within

ten (10) business days of the date of the Company's cancellation letter. If the Company does not receive the appeal within the ten (10) business days, the cancellation will be final.

The Partner must submit all supporting documentation with his or her appeal correspondence. The written appeal will be reviewed by the Partner Conduct Review Committee (PCRC). If the Partner files a timely appeal of termination, the PCRC will review the appeal and reconsider the termination. The Company will notify the Partner in writing of the PCRC's decision, which decision will be final.

Section 8: Personal Information

8.1 CONFIDENTIALITY

As a Partner of the Company, you may be supplied with information that is of a confidential or proprietary nature, including but not limited to customer and Partner lists, profiles and personal information; product purchase information; manufacturer and supplier information; organization and business reports, commission and sales reports; marketing strategies and plans; product formulas; product and promotional information; and other proprietary financial and business information (collectively "**Confidential Information**"). The Company does not guarantee that the Confidential Information is complete, accurate, of satisfactory quality or fit for any purpose and you agree to accept the Company's Confidential Information "as is". In disclosing the Confidential Information, the Company does not undertake to provide any additional information to update or correct any inaccuracies in the Confidential Information.

All Confidential Information (whether in written, oral, or electronic form) is transmitted to you in strictest confidence on a need-to-know basis for use solely within your sales organization and shall remain the property of the Company at all times. You may not use or disclose the Confidential Information to compete with the Company or for any purpose other than promoting the Company's products and services in accordance with your Partner Agreement and these Policies and Procedures. You agree that you will not disclose such Confidential Information directly or indirectly to a third-party outside of your sales organization without the Company's written permission unless such disclosure is required by law. You further agree to keep such information confidential, adopt reasonable physical, organizational and technological security practices appropriate to the sensitivity of the information to safeguard the confidentiality of the information, and only use and disclose the Confidential Information in strict accordance with the conditions and restrictions the Company may require from time to time.

Upon cancellation, expiration, or termination of this Agreement by either Party for any reason, you agree to discontinue the use of such Confidential Information and destroy or promptly return to the Company any Confidential Information in your possession. Without limiting your obligations as set forth in this section, the Company may further require a signed nondisclosure agreement before releasing any Confidential Information to you. You acknowledge and agree that any breach of this confidentiality provision shall cause irreparable damage to the Company, entitling the Company to immediate injunctive or similar relief to prevent further disclosure of the Confidential Information and agree to indemnify the Company for damages incurred from any and all unauthorized disclosures caused by you. All confidentiality obligations under this section shall survive the termination of the Agreement. In the event the Company prevails in any legal action to enforce its rights under this section, the Company shall be entitled to all costs and reasonable attorneys' fees incurred in enforcing its rights under this section.

8.2 AUTHORIZATION TO USE YOUR PERSONAL INFORMATION

The Company is aware of and responsive to your concerns regarding how information about you is collected, used and shared as a result of your becoming a Partner. The Company respects your privacy and is committed to protecting the privacy of Partners. The Company collects from you and holds certain personal information about you in order to provide you with support, the benefits of being a Partner, and communicating with you regarding; (i) products and promotional offers; (ii) your Partnership and Downline Organizations; (iii) Bonuses; and (iv) other relevant business issues. All information submitted by you will be held by the Company at its corporate headquarters in the United States. You have the right to access and verify your personal information held by the Company by contacting Customer Service at (801) 756-8808 or emailing the Company's Data Privacy Officer at dataprivacy@xyngular.com.

By entering into the Partner and/or Customer Agreement, you agree and consent to the terms of the Company's Privacy Policy available <https://www.xyngular.com/en/xyngular-corporate/xyngular-data-privacy/>, which may be modified from time to time and confirm the Company has authorization to:

- (i) transfer and disclose personal and/or confidential information, which (1) you have provided to the Company in connection with your Partnership and Downline Organization, or (2) that has been developed as a result of your activity as a Partner, to
 - a. its parent, affiliated companies, and data processors wherever located,
 - b. your upline Partners when the Company determines it is appropriate, and

- c. applicable government agencies or regulatory bodies if required by law. You may have the option to block the transfer of certain information that may be provided to your upline Partners;
- (ii) use your personal information for Partner recognition and the Company's Business Support Materials and Services unless you request in writing that the Company not do so; and,
- (iii) use your personal information for all purposes described in the Company's Privacy Policy.

8.3 PARTNER PRIVACY OBLIGATIONS

You must take appropriate steps to safeguard and protect all Personal Information provided to you by Partners and customers in the operation of your sales organization in accordance with all applicable data protection laws and regulations and the Company's Privacy Policy available at <https://www.xyngular.com/en/xyngular-corporate/xyngular-data-privacy/>.

You must take appropriate steps to safeguard and protect all Personal Information provided to you by Partners and customers in the operation of your sales organization in accordance with all applicable data protection laws and regulations and the Company's Privacy Policy available At either <https://shop.xyngular.com/xyngular-data-privacy/> or <https://www.xyngular.com/en/help-contract/xyngular-data-privacy/>.

You agree to indemnify the Company against damages incurred from any and all unauthorized disclosures caused by you. Upon cancellation, expiration, or termination of this Agreement you must discontinue the use of the Personal Information and destroy or promptly return to the company any Personal Information in your possession. The obligations contained in this section shall survive the cancellation, expiration, or termination of this Agreement. In the event the Company prevails in any legal action to enforce its rights under this section, the Company shall be entitled to all costs and reasonable attorneys' fees incurred in enforcing its rights under this section.

Exhibit A - For Georgia Residents

Notice Required by Georgia State Law Regarding Disclosures

Georgia state law requires that a multilevel distribution company shall make available certain disclosures regarding the Company prior to obtaining participants. This is your official notice that you have the right to request to see these disclosures prior to entering into any agreement with a multilevel marketing distribution company. This will be your only notice you receive regarding your right to see these disclosures. If you waive these rights, you are giving up important consumer protection that the State of Georgia has found you should be provided. If you wish to exercise these rights, please indicate below that you want to see the disclosures before agreeing to be a participant and do not agree to become a Participant until the disclosures have been made available to you.

Sign only one of the following statements:

I wish to see the disclosures required by law before I agree to become a participant.

_____. Date: _____

I do not wish to see the disclosures required by law. I understand that I will not be seeing important information which might affect my decision to participate in this multi distribution company.

_____. Date: _____