



Policies & Procedures

2021

US

Table of Contents

- SECTION 1 – INTRODUCTION1**
 - 1.1 POLICIES INCORPORATED INTO THE AGREEMENT..... 1
 - 1.2 PURPOSE..... 1
 - 1.3 AMENDMENTS/ACCEPTANCE 1
 - 1.4 DELAYS..... 1
 - 1.5 POLICIES AND PROVISIONS SEVERABLE 1
 - 1.6 TITLES OR HEADINGS 1
 - 1.7 WAIVER..... 1
 - 1.8 NO RELIANCE..... 1
 - 1.9 GEORGIA RESIDENTS..... 1
 - 1.10 INTEGRATED CONTRACT..... 1

- SECTION 2 – BECOMING A DISTRIBUTOR2**
 - 2.1 REQUIREMENTS TO BECOME A XYNGULAR DISTRIBUTOR..... 2
 - 2.2 XYNGULAR DISTRIBUTOR FEE 2
 - 2.3 BENEFITS OF A DISTRIBUTOR 2
 - 2.4 RENEWAL OF DISTRIBUTORSHIP 2
 - 2.5 AUDIO/VISUAL RELEASE..... 2

- SECTION 3 – OPERATING YOUR BUSINESS3**
 - 3.1 DSA CODE OF ETHICS 3
 - 3.2 GENERAL BUSINESS ETHICS 3
 - 3.3 NON-DISPARAGEMENT 3
 - 3.4 HARASSMENT 3
 - 3.5 NO CONTACT OF VENDORS OR PRODUCT ADVISORY COUNCIL 3
 - 3.6 ANTI-CORRUPTION..... 3
 - 3.7 INDEPENDENT CONTRACTOR STATUS..... 4
 - 3.8 TAXES 4
 - 3.8.1 INCOME TAXES
 - 3.8.2 SALES TAX
 - 3.8.3 SALES TAX EXEMPTION
 - 3.9 INSURANCE..... 4
 - 3.9.1 BUSINESS PURSUITS COVERAGE
 - 3.9.2 PRODUCT CIVIL LIABILITY COVERAGE
 - 3.10 ORDERING 4
 - 3.11 PAYMENT 5
 - 3.12 SUBSCRIPTION PROGRAM 5
 - 3.13 SHIPPING..... 5
 - 3.14 EXCHANGE POLICY..... 5
 - 3.15 REFUND POLICY..... 5
 - 3.15.1 INCEPTION (INITIAL) PURCHASE
 - 3.15.2 FIRST PAID SUBSCRIPTION
 - 3.15.3 SUBSEQUENT PURCHASE(S)
 - 3.15.4 LOUISIANA, MASSACHUSETTS, PUERTO RICO, AND WYOMING RESIDENTS
 - 3.15.5 RETAIL REFUNDS

3.15.6 REFUNDS ON PROMOTIONAL PRODUCTS	
3.15.7 EXCESSIVE RETURNS AND EXCHANGES	
3.16 PROCEDURE FOR RETURNING PRODUCT	7
3.17 RETAIL CUSTOMERS	7
3.18 MEMBERS	7
3.19 COMMISSIONS, RANKS, AND INCENTIVE TRIPS	7
3.19.1 BONUS AND COMMISSION CYCLE	
3.19.2 ADJUSTMENTS OF BONUSES AND COMMISSIONS	
3.19.3 LOSS OF RIGHTS TO COMMISSIONS	
3.19.4 RANK RECOGNITION	
3.19.5 AWARDS, REWARDS, EVENTS, PROMOTIONS AND TRIPS	
3.20 BONUS BUYING AND DECEPTIVE PRACTICES	9
3.21 MULTIPLE ACCOUNTS	9
3.22 CORPORATION, PARTNERSHIPS, AND TRUSTS	9
3.23 SALE, TRANSFER, OR ASSIGNMENT OF DISTRIBUTORSHIP	9
3.24 INHERITANCE & SUCCESSION	10
3.25 BANKRUPTCY	10
3.26 SEPARATION OF A DISTRIBUTORSHIP	10
3.27 DORMANT ACCOUNTS	10
3.28 VOLUNTARY CANCELLATION BY DISTRIBUTOR	11
3.29 CANCELLATION BY COMPANY FOR CONVENIENCE	11
3.30 EFFECT OF CANCELLATION	11
3.31 ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS	11
3.32 CROSS-LINE RECRUITING	11
3.33 INTERNATIONAL	12
3.34 NOT FOR RESALE (NFR) PRODUCTS AND LOCATION WHERE SERVICES ARE PERFORMED	12
3.35 REPACKAGING AND RELABELING PROHIBITED	12

SECTION 4 – ADVERTISING 12

4.1 IN GENERAL	12
4.2 DISTRIBUTOR CREATED SALES AIDS	12
4.3 DISTRIBUTOR CLAIMS AND REPRESENTATIONS	13
4.3.1 PRODUCT CLAIMS	
4.3.2 INCOME CLAIMS	13
4.3.3 COMPENSATION PLAN CLAIMS	
4.3.4 GOVERNMENTAL APPROVAL OR ENDORSEMENT	
4.3.5 INDEMNIFICATION	
4.4 TRADEMARKS AND COPYRIGHTS	13
4.5 INTERNET AND WEBSITES	14
4.6 COMMERCIAL OUTLETS	14
4.7 ADVERTISED PRICE	14
4.8 TELEPHONE AND EMAIL SOLICITATION	14
4.9 TRADE SHOWS AND EXPOSITIONS	15
4.10 TELEVISION AND RADIO	15
4.11 MEDIA INQUIRES	15
4.12 CELEBRITY ENDORSEMENTS	15
4.13 NON-EXCLUSIVITY	15

SECTION 5 – SPONSORING 15

- 5.1 BECOMING A SPONSOR15
- 5.2 RESPONSIBILITIES OF A SPONSOR15
- 5.3 ONLINE SPONSORING15
- 5.4 CONFLICTING ENROLLMENTS15
- 5.5 SPONSOR CHANGES16

SECTION 6 – RESTRICTIVE COVENANTS 16

- 6.1 CONFLICTS OF INTEREST16
- 6.2 NON-SOLICITATION.....16
 - 6.2.1 RECRUITMENT
 - 6.2.2 SOCIAL MEDIA
 - 6.2.3 CORPORATE AND LEADERSHIP BONUS POOLS
 - 6.2.4 RECRUITMENT PROHIBITIONS
 - 6.2.5 RECRUITMENT PROHIBITIONS - INTERNATIONAL
 - 6.2.6 IRREPARABLE HARM
- 6.3 DISTRIBUTOR LISTS17

SECTION 7 – ENFORCEMENT OF AGREEMENT 18

- 7.1 DISPUTES BETWEEN DISTRIBUTORS18
- 7.2 MANDATORY ARBITRATION OF MOST DISPUTES BETWEEN XYNGULAR AND DISTRIBUTORS; WAIVER
OF CLASS ACTION LITIGATION18
 - 7.2.1 DISTRIBUTORS OPT-OUT RIGHT WITHIN 30 DAYS
 - 7.2.2 CLASS ACTION WAIVER
- 7.3 JURISDICTION, VENUE, AND CHOICE OF LAW19
- 7.4 DISCIPLINARY ACTIONS20
- 7.5 INVOLUNTARY CANCELLATION20
- 7.6 APPEALS OF DISCIPLINARY ACTION20

SECTION 8 – PERSONAL INFORMATION 20

- 8.1 CONFIDENTIALITY20
- 8.2 AUTHORIZATION TO USE YOUR PERSONAL INFORMATION.....21
- 8.3 DISTRIBUTOR PRIVACY OBLIGATIONS21

Exhibit A - For Georgia Residents 22

SECTION 1 – INTRODUCTION

1.1 POLICIES INCORPORATED INTO THE AGREEMENT

These Policies, and the Compensation Plan constitute the complete agreement (the “Agreement” or “Distributor Agreement”) between a Distributor and Xyngular (the Company). It is the responsibility of each Independent Distributor 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 Distributor Agreement is:

- To define the relationship between the Company and the Independent Distributor;
- 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 Distributors 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 Distributor’s right to receive commissions, other remedies as outlined in the Agreement, up to and including the termination of a Distributor’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 Distributor 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 Distributor’s Xyngular business, the acceptance of any benefits under the Agreement, or a Distributor’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 Distributor 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 Distributor 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 Distributor 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 Distributor Agreement or with applicable laws and regulations governing business conduct. Failure to enforce any provision of the Agreement against you or any other Distributor or Member 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 Distributor 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 Distributor agrees that they will not rely on it as it is the Distributor’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 Distributor 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 Distributor by any employee, the express written terms and requirements of the Contract will prevail.

SECTION 2 – BECOMING A DISTRIBUTOR

2.1 REQUIREMENTS TO BECOME A XYNGULAR DISTRIBUTOR

- 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 Distributor, provide proof of residency and proof of the Distributor's ability to legally conduct business in the country for which the Distributor's application was submitted. If a Distributor fails to provide that documentation, the Company may declare the Agreement void from its inception;
- If the Company determines that the Distributor provided any inaccurate or false contact information to the Company, it may immediately terminate the Distributor and/or declare the Agreement null and void from its beginning. Further, it is the obligation of the Distributor 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 Distributor for any reason at its sole discretion.

2.2 XYNGULAR DISTRIBUTOR FEE

Except for the payment of the Distributor 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 Distributor.

2.3 BENEFITS OF A DISTRIBUTOR

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

2.4 RENEWAL OF DISTRIBUTORSHIP

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 Distributors 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 Distributor 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 Distributor's Xyngular business, the acceptance of any benefits under the Agreement, or a Distributor'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 Distributor, family member of a Distributor, or guest at a Company sponsored event (i.e., XyngFest, Passport Program Reward, City Meeting, etc.) or may request the same directly from a Distributor. The Distributor 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 Distributor 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 Distributor may have with any other entity, the Distributor 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 Distributor 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 Distributor 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 Distributor 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 Distributor has a guest(s) attending a Company sponsored event, it is the Distributor's responsibility to ensure that his or her guest(s) fill out a waiver, either online or at the registration desk.
- If a Distributor 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 Distributor agrees that photos, audio or video recordings taken by the Distributor or any third-party at the Company's events or activities may not be used by the Distributor or any third-parties to promote any business other than the Distributor's Xyngular Business.

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

- Operate your Independent Distributorship honorably and honestly;
- Abide by all rules, regulations, laws, and ordinances that are applicable to the operation of your business organization as an Independent Distributor;
- Indicate to prospective customers and Distributors 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 Distributors or prospective Distributors 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 Distributors that they are required to purchase product to become a Distributor. Prospective Distributors must be informed that they can sign up as Members or Retail Customers or that they may purchase products individually.

3.3 NON-DISPARAGEMENT

Each Distributor 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

Distributors must operate their Independent Distributorships 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, Member, or another Distributor, corporate employee, or representative, is strictly prohibited and grounds for immediate termination of the Distributor Agreement and may, where appropriate, be reported to law enforcement authorities.

3.5 NO CONTACT OF VENDORS OR PRODUCT ADVISORY COUNCIL

Distributors 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

Distributors 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 Distributor is an independent contractor and is not an agent, employee, partner, or joint venture with the Company. Distributors 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 Distributors' commissions, if any, FICA, or taxes of any kind. Distributors understand that they are not entitled to workers compensation or unemployment security benefits of any kind from the Company.

All Distributors are responsible for paying local, state, and federal taxes due from all compensation earned as an Independent Distributor. Distributors have no authority (expressed or implied), to bind the Company to any obligation. Each Distributor 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 Distributor does business. Each person identified on the Distributor Agreement Form or the Business Entity Form as a participant in an Independent Distributorship shall be jointly and severally liable for the conduct, activities, expenses, debts and liabilities attributable to the Independent Distributorship.

3.8 TAXES

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

3.8.1 INCOME TAXES

Distributors in the United States are responsible for paying all local, state, and federal income taxes on any earnings generated through your business organization. Distributors 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 Distributor 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 Distributor'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 Distributor's responsibility and the Distributor agrees to reimburse the Company for these costs,

which the Distributor agrees may be withheld from the Distributor'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 Distributor 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 Distributor 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

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

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

3.10 ORDERING

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

Distributors are prohibited from submitting orders in the name of another Distributor without the other Distributor'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. Distributors 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.

Distributors are prohibited from using another individual's credit card without the other individual's specific, prior, written approval which must be retained by the Distributor 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 Distributor may be referred to his or her local authorities.

3.12 SUBSCRIPTION PROGRAM

Distributors may participate in the Xyngular Subscription Program. Subscription is an optional convenience program and Distributors are not required to participate in the Company's Subscription Program. Any Distributor 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 Distributor. 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 Distributor is changing their Subscription online, they must do so at least one (1) business day before the Subscription generation date. If a Distributor is contacting the Company to change their Subscription, they must contact the Company at least two (2) business days prior to the generation date. Distributors 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

Distributors 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 Distributor with the correct procedure and location for the exchange. All shipping costs must be paid for by the Distributor 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

Distributors 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 Distributors 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 Distributorship, 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 Distributor 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 (Distributor Fees): If a Distributor reconsiders his or her decision to enroll as a Distributor 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 Distributorship Fee. The Company will refund the fee at the time of the request. Once an Independent Distributorship Fee is refunded, the Distributor's Independent Distributorship will be cancelled.

Montana Residents: A Montana resident may cancel his or her Distributor 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 Distributor 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 Distributor.

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 Distributor Agreement, upon receipt of a written request from such cancelling Distributor, the Company will refund ninety percent (90%) of the costs incurred by such canceling Distributor 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 Distributors 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 Distributor 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 Distributor), 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 Distributor must be returned to the selling Distributor, and it shall be the responsibility of the Distributor to issue the refund to his or her Retail Customer. Distributors 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 Distributor issues a refund to a Retail Customer pursuant to this policy, the Distributor 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 Distributor 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 Distributor, 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 Distributors 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 Distributors will be deemed excessive if the Company, at its sole discretion, determines that a Distributor 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 Distributors 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 Distributor with the correct procedures and location for returning the products or sales aids. All shipping costs must be paid for by the Distributor. 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 Member and purchases Xyngular products from a Distributor's website, Distributor's inventory, or Company website, is a Retail Customer.

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

3.18 MEMBERS

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

3.19 COMMISSIONS, RANKS, AND INCENTIVE TRIPS

A Distributor is neither guaranteed a specific income nor assured any level of profit or success. A Distributor's profit and success can come only through the successful sale of products or services and the sales of other Distributors within the Distributor's Sales Organization. Without affecting a Distributor's right to profits based on the Distributor's retail sales of products or services, a Distributor can receive a commission only if, during a given Commission Period, the Distributor 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 Distributor 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 Distributor'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 Distributors. A Distributor 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 Distributor. All Commissions are paid through Hyperwallet, which will be issued in the name of the first applicant on the Distributor Agreement Form. Distributor'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 BONUSES AND COMMISSIONS

Distributors 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 Distributor or offset the amount of the recoupment against any present or future commission.

The Company reserves the right to require a Distributor to repay commissions, bonuses, and/or shares of Corporate Sales pools paid to them when the return of products purchased by the Distributor reduces the Distributor'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 Distributor. 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 Distributor 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 Distributor in good standing and in compliance with the terms of the Distributor Agreement to qualify for commissions and bonuses.

3.19.4 RANK RECOGNITION

After earning a rank, if the Distributor 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 Distributor 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 Distributors 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 Distributor agrees to indemnify and hold harmless the Company from any claim, injury, loss or other damage sustained in association with the trip by the Distributor, dependents of the Distributor, and/or its guests. The Distributor 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 Distributor, dependents of the Distributor, and/or the Distributor's guests.

The Company may be required by law to report the fair market value of any awards, trips, etc. on the Distributor's end of the year tax report. The Distributor 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. Distributors 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 Distributor 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 Distributor 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 Distributor, 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 Distributor has violated the Agreement or misrepresented their qualifications for any of these awards or trips, the Company may immediately disqualify a Distributor from the award or trip and/or charge the Distributor for any costs incurred by the Company (including, but not limited to any benefits, bonuses, or awards the Distributor 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 Distributor's participation in the Passport Program, bonuses, and promotions for any reason it deems necessary.

3.20 BONUS BUYING AND DECEPTIVE PRACTICES

A Distributor has no specific inventory requirements. A Distributor must use his or her own judgment in determining inventory needs based upon reasonably projected retail sales which can include a Distributor's personal use. Distributors 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 Distributor 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, Member, or a Distributor without their knowledge;
- Signing the Agreement for another person or entity without their knowledge;
- Enrolling fake individuals or entities as a Retail Customer, Member, or a Distributor;
- Providing financial assistance without the intention of repayment to a Retail Customer, Member, or a Distributor;
- 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

A individual person may have a legal or beneficial interest in only one Distributor or Member 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 Distributor may not have a separate Independent Distributorship or Member account unless it falls under the guidelines explained in this section. Married couples must be jointly sponsored and part of the same Independent Distributorship and cannot have more than one distributorship between them, or a beneficial interest in another distributorship or Member 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 Distributor 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.

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

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

The Company, upon finding that an Independent Distributorship 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 Distributorship, backing out of part or all of the commissions paid to the upline Distributors, loss of rights to commissions, withholding of Distributor recognition, changing the Sponsor of the Independent Distributorship, 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 Distributor by meeting all the requirements as explained in Section 2.1 REQUIREMENTS TO BECOME A XYNGULAR DISTRIBUTOR. At any time, the Company may request that the Distributor provide its Certificate of Incorporation, Partnership Agreement, or trust documents (these documents are collectively referred to as the "Entity Documents") to the Company. A Distributor 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 Distributor(s) must submit the proper forms and documentation as requested by the Company. Any Person listed on a Distributor 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 Distributorship or six (6) months of inactivity, before obtaining a legal or beneficial interest in an Independent Distributorship under a different Sponsor.

3.23 SALE, TRANSFER, OR ASSIGNMENT OF DISTRIBUTORSHIP

A Distributor may not sell, dispose of, transfer, or otherwise assign Independent Distributorship 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 Distributor, the buyer must first terminate his or her existing Distributor Agreement and wait six (6) months or have six (6) months of inactivity before acquiring an interest in the Independent Distributorship 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 Distributorship prior to purchasing the subject Independent Distributorship. 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 Distributorships, either his or her pre-existing Account or the purchased Account.

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

3.24 INHERITANCE & SUCCESSION

In the event of an Individual Distributor's death, their Independent Distributorship 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 Distributor 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. Distributors should consult with an estate-planning lawyer or notary to make appropriate arrangements for the transfer of the Independent Distributorship.

In the event of the death of a person that has an interest in a Business Entity, the Independent Distributorship 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 Distributorship 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 Distributor's death.

3.25 BANKRUPTCY

The sale, transfer, or assignment of a Xyngular Distributorship through bankruptcy is prohibited. This prohibition applies if a Distributor files for bankruptcy and his or her Distributor position or Distributor 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 Distributor, the bankruptcy trustee, a court, or otherwise. Unless a Distributor 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 Distributor position vacated as of the date of the bankruptcy filing.

3.26 SEPARATION OF A DISTRIBUTORSHIP

When a couple sharing an Independent Distributorship 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 Distributorship is considered dormant when no personal volume or front-line enrollments are posted within a three (3) month period. After three (3) full calendar months of dormancy, a dormant Distributor's downline will roll up to their first active upline Distributor and the dormant Distributor will lose all rights and privileges of sponsoring his or her downline at the time of dormancy, and to the extent applicable, the Distributor will be removed from the Subscription program. If the Distributor remains inactive, the Distributor Agreement will be subject to termination. No written notice of termination need be given by either the Distributor or the Company when an Independent Distributorship is dormant for three (3) months.

Within six (6) months of cancellation under this section, if the cancelled Distributor position is still open and has not yet been rolled up, sold, transferred, or otherwise disposed of by the Company, a Distributor can request to reactivate the position by giving written notice to the Company and by ordering product or enrolling new Distributors into their network. Reactivation of dormant Distributor positions under this provision is in the Company's discretion. Independent Distributors not submitting a letter of termination must wait at least three (3) months after their Independent Distributorship 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 DISTRIBUTOR

A Distributor 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 Distributor's signature (or received from the email address on company record), printed name, address, and appropriate identification number.

If the Distributor voluntarily cancels the Agreement, they may become a Member or Distributor within six (6) months of cancellation anywhere in the Distributor 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 Distributor. 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 Distributor 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 Distributor that accrued prior to the cancellation of this Agreement. Cancellation will result in the loss of all benefits as a Distributor. 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 Distributor's voluntary or involuntary cancellation, such former Distributor 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 Distributor, or dissolve and remove it from the Sponsor's downline. Following a Distributor's voluntary or involuntary cancellation, the former Distributor shall not represent themselves as a Xyngular Distributor, 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 Distributor 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 Distributor'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 Distributor position may be removed from the the Company sales organization, and the downline organization may roll up to the immediate upline Distributor. The Company may also choose to either retain, transfer, or sell the Distributor position at that time. No Xyngular Distributor 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 MEMBERS OR AFFILIATED INDIVIDUALS

If any member of a Distributor's immediate household (a Distributor's spouse or dependents) engages in any activity, which, if performed by the Distributor, would violate any provision of the Distributor Agreement, such activity will be deemed a violation by the Distributor. 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 Distributor 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 Member or Distributor 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. Distributors may not demean, discredit, or invalidate other Xyngular Distributors in an attempt to entice another Distributor to become part of their team.

3.33 INTERNATIONAL

Distributors are authorized to sell Xyngular products and enroll Distributors and Members 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, Distributors 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, Distributors may not:

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

Each Distributor 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 Distributor 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 Distributor improperly acts on behalf of the Company or to protect the Company's interests harmed by the Distributor's unauthorized conduct. At the direction of the Company, the Distributor 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

Distributors may not relabel or alter the labels on any Xyngular products, information, or materials in any way. Distributors 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

Distributors 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 DISTRIBUTOR CREATED SALES AIDS

Distributors may produce individual sales, marketing, and support materials to market or promote Xyngular's products and opportunity. Distributors 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 Distributor.

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 Distributor. In addition to the Company's review, all Distributors 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 DISTRIBUTOR CLAIMS AND REPRESENTATIONS

4.3.1 PRODUCT CLAIMS

Xyngular Distributors 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 Distributor Agreement, they also violate the laws and regulations of the United States, and other jurisdictions. Distributors must comply with all laws, both state and federal, regarding any statements made.

4.3.2 INCOME CLAIMS

A Distributor 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 Distributor 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 Distributors 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 Distributor or Distributors 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, Distributors must make it clear to prospective Distributors that financial success as a Xyngular Distributor requires commitment, effort, and sales skill. Conversely, Distributors 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 Distributors do not make these or any other representations that could lead a prospective Distributor to believe that he or she can be successful as a Distributor 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 Distributor 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. DISTRIBUTORS 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 DISTRIBUTOR'S UNAUTHORIZED REPRESENTATIONS OR ACTIONS. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

4.4 TRADEMARKS AND COPYRIGHTS

Distributors 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 Distributor 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 Distributors. The Company reserves the right to pursue all legal and equitable remedies against any Distributor or any other individual or entity who wrongfully uses Xyngular Trademarks including logos or names.

Distributors 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. Distributors 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

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

These Distributor 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 Distributor or Member confidential information. Distributors are responsible to ensure that all users of their Sites comply with these requirements.

Distributors 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.

Distributors 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 Distributor Conduct Review Committee (DCRC) and property owner.

Distributor Sites may, at the Company's sole discretion, be monitored by the Company. Failure to monitor Distributor 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 Distributor who owns or is employed by a service-related establishment may provide Xyngular's products through this establishment as long as the Distributor 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 Distributor 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

Distributors 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 Distributors, is strictly prohibited. Distributors are also forbidden from sending unsolicited e-mail messages or “spamming” to sell products or to recruit Distributors, Members or other Retail Customers. Upon violation of this policy, the Distributor agrees that they will indemnify the Company and the Company’s directors, officers, Members, 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

Distributors 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 Distributors.

4.10 TELEVISION AND RADIO

A Distributor 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 Distributor Conduct Review Committee. In addition, a Distributor 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

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

5.2 RESPONSIBILITIES OF A SPONSOR

In order to be a successful Sponsor, a Distributor should assume training and support obligations for Distributors in his or her Sales Organization. A Distributor’s success is aided by the systematic sharing and sale of Company products or services and by assisting Distributors 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 Distributors and be available to answer questions;
- Exercising best efforts to ensure that all Distributors 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 Member and Distributor 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 Distributor through the online Distributor 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 Distributor Agreement which consists of these Policies and Procedures. The Sponsor may not fill out the online Distributor Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

5.4 CONFLICTING ENROLLMENTS

Every prospective Distributor has the ultimate right to choose his or her own Sponsor. As a general rule, the first Distributor who does meaningful work with a prospective Distributor 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 Distributor enrolls with more than one account, the Company will only consider valid the first Distributor account that was created and any

subsequent accounts will be terminated. If there is any question concerning the sponsorship of a Distributor, 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 Distributors, 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 Distributor has been fraudulently or unethically induced into joining the Company;
- Day 1-3 of enrollment. The Distributor 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,
- If an incorrect placement was made due to a Distributor 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 Distributor being moved. If at the time of the request the Distributor 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 Distributor 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 Distributor) 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 Distributor, 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, DISTRIBUTORS 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 DISTRIBUTOR 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 Distributor 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, Distributors 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, Distributors may not directly or indirectly recruit other Xyngular Distributors or Members 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 Distributor or Member to enroll or participate in a Competing Activity. This conduct constitutes Recruiting even if the Distributor's actions are in response to an inquiry or contact made by another Distributor or Member.

6.2.2 SOCIAL MEDIA

During the term of the Agreement, Distributors are also prohibited from associating their Xyngular business activities with any non-Xyngular business opportunity or products, regardless of whether such other business opportunity or products relate to Network Marketing. For example, Distributors are prohibited from offering Xyngular products or promoting the Xyngular opportunity and/or Compensation Plan in conjunction with any non-Xyngular business plan, opportunity, product, or incentive. Distributors are similarly prohibited from offering or promoting any non-Xyngular products or business opportunities at any Xyngular-related meeting, seminar, convention, conference call, Xyngular-related website, or other business function. Any Distributor using social media (Facebook, Twitter, YouTube, Pinterest, Blogs, etc.) to promote their Xyngular business must use their social media presence solely for the Company. Distributors are prohibited from sharing other network marketing opportunities through these channels.

6.2.3 CORPORATE AND LEADERSHIP BONUS POOLS

Where a Distributor 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 Distributor 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 Distributor 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 Distributor account.

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

6.2.4 RECRUITMENT PROHIBITIONS

Following the cancellation or termination of a Distributor'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 Distributor may not Recruit any Xyngular Distributor for any Competing Activities. Notwithstanding this prohibition, it is permissible during this 12-month period for Competing Activities for a Distributor to Recruit (i) his or her immediate family members, and/or (ii) any Xyngular Distributor whom the Distributor personally sponsored into the Company and with whom the Distributor had a personal relationship prior to joining the Company, even if those individuals are current Xyngular Distributors.

6.2.5 RECRUITMENT PROHIBITIONS - INTERNATIONAL

Distributors 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, Distributors 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. Distributors 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 Distributor 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. Distributor therefore stipulates that the Company shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against Distributor 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 Distributor's breach. The provisions of this section shall survive termination of the Agreement.

6.3 DISTRIBUTOR LISTS

Distributor 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 Distributor 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 Distributors on a monthly basis. Each portion of the Lists provided to a Distributor contains information specific to the Distributor's Compensation Plan level and Sales Organization. These Lists, and portions thereof, are provided for the exclusive and limited use of the Distributor to facilitate the training, support, and servicing of the Distributor's Sales Organization for furtherance of Company-related business only. Each Distributor agrees that each use, within its intended scope, constitutes a separate exclusive license agreement between the Distributor 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 DISTRIBUTORS

When a Distributor has a grievance or complaint with another Distributor regarding any practice or conduct in relationship to his/her Xyngular business or sales organization, the complaining Distributor should first discuss the problem with the other Distributor. If this does not resolve the problem, the complaining Distributor 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 DISTRIBUTORS; WAIVER OF CLASS ACTION LITIGATION

All disputes and claims relating to the Company, this Agreement or the breach thereof shall be submitted for resolution to binding arbitration in Salt Lake City, Utah, in accordance with the rules of the American Arbitration Association ("AAA"), unless the laws of the state in which the Distributor resides expressly require otherwise. This provision covers disputes and claims involving the Company affiliates and all of their respective shareholders, officers, directors, employees, Distributors, Members, customers, Retail Customers, contractors, representatives, and agents, its Compensation Plan, its Products, the rights and obligations of its Distributors and the Company, any applicable law, relating to product purchase(s) or performance, either of a Distributor or of the Company under the Distributor 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 Distributor may be brought in the Distributor's home forum and pursuant to Louisiana law.

In agreeing to arbitrate all claims hereunder, Distributors 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 Distributor 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 or enforceability of this Arbitration Provision shall be resolved by the AAA.

The arbitration shall be conducted on a strictly confidential basis, and Distributors 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, with the sole exception of the Distributor's legal or tax counsel, who the Distributor shall ensure complies with these confidentiality terms.

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 claim or controversy is arbitrable and covered by this provision. The arbitrator shall also have exclusive authority to resolve any dispute relating to the enforceability of this arbitration provision, including, but not limited to, any claim that all or part of this provision is void or voidable.

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) shall require that the losing Party pay the prevailing Party's costs and expenses of arbitration, including legal, expert, and filing fees and costs.

Any arbitration proceeding under this Agreement to arbitrate must be commenced no later than one (1) year after the controversy or claim arose. Failure to timely commence an arbitration proceeding constitutes both an absolute bar to the commencement of an arbitration proceeding with respect to the controversy or claim, and a waiver of the controversy or claim. 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 Distributor'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 the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, 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 arbitration or other proceeding, or pending the rendering of a decision or award in connection with any arbitration or other proceeding.

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

7.2.1 DISTRIBUTORS OPT-OUT RIGHT WITHIN 30 DAYS

Distributors who do not want to be subject to this Arbitration Provision may opt out by notifying the Company in writing of their desire to opt out of this

Arbitration Provision within thirty (30) days of the Distributor'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 Distributor to the following address:

Xyngular Corporation
Attn: Compliance Department
P.O. Box 783
American Fork, Utah 84003

Either email or letter must clearly state the Distributor's name and the intent to opt out of this Arbitration Provision. Distributors will not be subject to retaliation in exercising their rights to assert claims or opt-out of the Arbitration Provision.

7.2.2 CLASS ACTION WAIVER

The Distributor and the Company waive their right to commence, be a Party to or class member of, a collective action in any court action against the other Party or relating to the Agreement. Further, the Company and Distributor waive their right to commence or be a Party to any group, class or collective action claim in arbitration or any other forum. The Parties agree that any claim by or against Distributor or the Company shall be heard on an individual basis and without consolidation of such claim with any other person or entity's claim. A Distributor 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 Distributor, 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.

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 Distributor 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 Distributors 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 Distributors and potential breaches of the Distributor Agreement. During the investigation period, the Company has the right to suspend the Distributor's distributorship and withhold commissions during the pendency of the investigation. Violation of any of the terms and conditions of the Distributor Agreement, or any illegal, fraudulent, deceptive, or unethical business conduct by a Distributor 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 Distributor 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 Distributor satisfies certain specified conditions;
- Suspension of certain privileges of distributorship, 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 Distributor satisfies certain specified conditions;
- Withholding commissions or bonuses for a specified period of time or until the Distributor satisfies certain specified conditions;
- Imposing fair and reasonable fines or other penalties in proportion to actual damages incurred by Distributor and as permitted by law; or,
- Terminating a distributorship.

7.5 INVOLUNTARY CANCELLATION

A Distributor's violation of any of the terms of the Distributor 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 Distributor 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 distributorship. Involuntary cancellation of a distributorship will result in the Distributor's loss of all rights to his or her team and any bonuses and commissions generated thereby.

When a distributorship is involuntarily canceled, the Distributor 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 Distributor's last known address or when the Distributor receives actual notice of cancellation, whichever occurs first. In the event of such involuntary cancellation, the Distributor must immediately cease to represent himself or herself as a Xyngular Distributor.

7.6 APPEALS OF DISCIPLINARY ACTION

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

SECTION 8 – PERSONAL INFORMATION

8.1 CONFIDENTIALITY

As a Distributor of the Company, you may be supplied with information that is of a confidential or proprietary nature, including but not limited to customer and distributor 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 Distributor 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 Distributor. The Company respects your privacy and is committed to protecting the privacy of Distributors. The Company collects from you and holds certain personal information about you in order to provide you with support, the benefits of being a Distributor, and communicating with you regarding; (i) products and promotional offers; (ii) your Distributorship 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 Member Service at (801) 756-8808 or emailing the Company's Data Privacy Officer at dataprivacy@xyngular.com.

By entering into the Distributor and/or Member 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:

- (a) transfer and disclose personal and/or confidential information, which (1) you have provided to the Company in connection with your Distributorship and Downline Organization, or (2) that has been developed as a result of your activity as a Distributor, to
 - (i) its parent, affiliated companies, and data processors wherever located,
 - (ii) your upline Distributors when the Company determines it is appropriate, and
 - (iii) 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 Distributors;
- (b) use your personal information for Distributor recognition and the Company's Business Support Materials and Services unless you request in writing that the Company not do so; and,
- (c) use your personal information for the all purposes described in the Company's Privacy Policy.

8.3 DISTRIBUTOR PRIVACY OBLIGATIONS

You must take appropriate steps to safeguard and protect all Personal Information provided to you by Distributors 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 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: _____