



Xyngular Member Policies (Effective 01/01/20)

These Policies and the Member Agreement constitute the complete agreement (the “Contract”) between a Member and Xyngular (the Company). The Company reserves the right to modify either of these documents, but will publish notice of any change at least 30 days before that change is made effective. Modifications shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of modifications shall be posted in Company publications, by separate mailing or email, social media, or through publication on the Company website. For assistance with any questions or concerns about these Policies, the Company or any Distributors, please contact Member Service at (801) 756-8808 or member.service@xyngular.com or by fax 801-228-1768.

Section 1: Definitions

Back Office: offered to Members to help them manage their account. It can be accessed from the Company website by using their unique username and password.

Company: Xyngular Corporation.

Contract: the agreement between a Member and the Company which is composed of these Policies and the Member Agreement.

Distributor: an independent contractor authorized by the Company to purchase and sell products and services, recruit other Distributors, Members and Retail customers through their Independent Distributorship, and receive Commissions in accordance with the requirements of the Xyngular Compensation Plan.

Member Agreement: The agreement submitted by an applicant to become a Member. In signing the Member Agreement, an applicant certifies that he or she has read and will abide by the terms and conditions of the Contract.

Member: a customer who registers with the Company, pays the Member Fee and may participate in an automatic monthly (Subscription) purchase of Xyngular products. Members are able to purchase products directly from the Company at the wholesale price, but do not participate in the Xyngular Compensation Plan. Members are enrolled by Distributors.

Member Fee: the Member Fee is a one-time fee submitted with a Member Agreement to become a Xyngular Member. Upon receipt of the Member Fee and acceptance of the Member Agreement by the Company, the Member may order product at the wholesale

price and receive a Back Office to assist them in purchasing product.

Renewal Fee: the renewal fee is the annual fee that a Member must pay in order to renew the Contract each year. If the renewal fee is not paid in a timely manner, the Contract will automatically terminate.

Subscription (aka Autoship): an optional program through which participating Members automatically receive a specified product or products on a monthly basis; payment is made through an established automatic billing method.

Section 2: Becoming a Member

- A. A Person may apply to become a Member by paying the Member Fee and completing the Member Agreement. The Member is bound by the Contract as set forth in these Policies. The Company reserves the right, at its sole discretion, to refuse to accept any Member Agreement.
- B. Each Member agrees the Company may charge a Renewal Fee on the anniversary date of the account. For the Member's convenience, the Renewal Fee will be charged to the credit card the Company has on file. The Renewal Fee will continue to be charged each year, unless the Contract is terminated by the Member or by the Company.

Section 3: Restrictions on Becoming a Member

- A. An applicant must be of legal age in his or her state of residence (usually 18 years old).
- B. A Member may not have a beneficial interest in a Xyngular Independent Distributorship or Member Account. Married couples where one spouse is a Distributor may not have a separate Member account. Married couples must be jointly sponsored as one Independent Distributorship. 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 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 equitable ownership) in the ownership or management of another Membership in any form.
- C. A Member may only have one account with the Company.
- D. A Member is not an Independent Distributor of Xyngular, but is a customer of the Company who purchases the products for personal consumption only. Therefore, a Member may not resell Xyngular products or participate in the Xyngular Compensation Plan.
- E. A Member whose Contract is terminated by the Company due to a breach may not enroll

again as a Member or Distributor without written authorization by the Company. Such authorization can be requested by emailing compliance@xyngular.com.

- F. If the Company determines that a Member Agreement was established in violation of these Policies, the Company may, at its sole discretion, impose reasonable remedial measures including but not limited to termination of the Member Agreement, changing the Sponsor of the Member Agreement, and/or temporarily blocking the Member's ability to order.

Section 4: Ordering Products

- A. Orders may be placed over the Internet; by telephone; mailed, sent via facsimile, or hand-delivered to the Company's corporate headquarters for processing.
 - 1) Payment may be made by credit card, debit card, check or cash.
 - 2) Orders are not processed and shipped until they are paid in full and are normally shipped within seven (7) days of such payment. All orders, including Inception orders that have not been paid for, or if payment is declined, will be cancelled.
 - 3) Members are responsible for ensuring their billing and shipping information is accurate at the time of the order. To change your billing and/or shipping information, you may login in to your Member Back Office to update your information.
- B. A Company credit may be issued in instances of overpayment, product exchanges, or in other circumstances when an order cannot be completely filled.
- C. The Company maintains the right to change product prices without prior notice.
- D. A service fee of \$25 will be assessed when a check payment is returned or denied due to insufficient funds.
- E. When required, 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 Member may be required to cover these additional fees.
 - 1) Purchases made at Company events or purchased at Company stores or headquarters are subject to the applicable local tax rates of the sale location.
 - 2) If a Member has filed for tax-exempt status with their local government, please contact Member Service at (801) 756-8808 for assistance in adjusting your tax status.

Section 5: Subscription Policies

A. Subscription is an optional convenience program for Members. Under the Subscription program, a Member signs up for an automatic monthly shipment of Xyngular products selected by the Member. Payment for Subscription orders is made by credit card.

Members are not required to participate in the Company's Subscription program. Any Member wishing to participate in the Subscription Program is an "Enrollee,"

- 1) When enrolling in the Subscription program, the Enrollee selects the products that he or she wishes to receive each month, designates the payment method, and selects the monthly order date.
- 2) The Enrollee will continue to receive his or her selected product(s) 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.
 - a) To amend the Subscription order selections, order date, or the method of payment, an Enrollee may login to his or her Member Back Office to make the changes or contact Member Service at 801-756-8808 or member.service@xyngular.com. To cancel the Subscription, an Enrollee must call or email Member Service. By contacting Member Service, an Enrollee can also temporarily postpone his or her Subscription for up to two months.
- 3) The Enrollee understands the Company will automatically charge his or her credit card on or about the order date that he or she has chosen. The payment of such charges and obligations are the sole responsibility of the Enrollee.
- 4) Returns and exchanges are to be handled according to the instructions listed in Sections 6 & 7 of the Xyngular Member Policies.

B. Subscription Guidelines and Restrictions

- 1) The Company does not generate Subscription orders after the 25th day of each month. If an Enrollee enrolls in Subscription, the Enrollee must designate a monthly order date that falls between the 1st and 25th of the month.
- 2) If a Member signs up for Subscription at the time of their Inception order, the default date of the Subscription will be the same date the following month. Unless their Inception order is placed after the 25th of the month, in which case their Subscription date will be the 25th of the following month.

- 3) Members are responsible for ensuring that all their order information is correct prior to the Subscription order date. If a Member is changing their Subscription details online, they must do so at least one (1) business day before the Subscription order date. If a Member is contacting the Company to change their Subscription details, they must contact the Company at least two (2) business days prior to the order date.
- 4) Subscription 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 cancelled.

Section 6: Product Exchange Policy

A. Products Damaged in Shipping or Incorrect Products Shipped.

- 1) The Company will exchange products damaged in shipment or which were incorrectly sent for replacement products or other Xyngular products that are of equal or lesser value. The request must be submitted for an exchange within 30 days from the date of the order. Members must contact Member Service to arrange for replacement of damaged products and reshipment of incorrectly shipped products.
- 2) When an exchange is not feasible, the Company reserves the right to issue a refund for the amount of the damaged or incorrectly shipped product(s).

B. Other Exchanges. If a Member wishes to exchange products that were not damaged in shipment and that were the products the Member ordered, the Company will exchange such products for Xyngular products that are of equal or lesser value. The request must be submitted for an exchange within 30 days from the date of the order and will apply only to products that are unopened and unaltered resalable and restockable. To exchange products, a Member must comply with the following procedures:

- 1) Obtain an Exchange Authorization Number (EAN) from the company prior to returning the products to the company. An EAN may be obtained either by telephone or in writing and the actual return shipment must include this EAN.
- 2) The company will provide the Member with the correct procedure and location for the exchange. All shipping costs must be paid for by the Member.
- 3) A Member must provide or confirm the address for the product shipment at the time of the exchange request.
- 4) If the replacement product is of lesser value than the original product, the difference will be issued as a credit to the original form of payment used minus a \$3.95 handling cost.

- 5) If the replacement product is of equal value to the original product, a \$3.95 handling cost will be charged to the original form of payment used for the original order.
- 6) Prior authorization from the Company is required to initiate the exchange. The Member Service Department of the Company will instruct the Member on the correct procedure for returning the products at (801-756-8808).

C. 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 Xyngular's Refund Policy (Section 7) for more information.

Section 7: Refund Policy

A. Inception (initial) Purchase

- 1) Day 1-45 (Product): The Company has a 100% satisfaction guarantee and will refund 100% of the purchase price less Membership/Independent Distributorship fees, shipping and handling fees, and 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 Member or Distributor places his/her second product order.
- 2) Day 1-3 (Member/Distributor Fees): If a Member or Distributor reconsiders his or her decision to enroll as a Member or 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 Membership or Independent Distributorship Fee. The Company will refund the fee at the time of the request. Once a Membership or Independent Distributorship Fee is refunded, the Member's or Distributor's Independent Distributorship will be cancelled.
 - i. Montana Members and Distributors have fifteen (15) calendar days within which to cancel the Member/Distributor Agreement and receive a full refund of the enrollment fee.
 - ii. Canada Members and Distributors have ten (10) calendar days within which to cancel the Member/Distributor Agreement and receive a full refund of the enrollment fee.
- 3) Day 46-365 (1 year) from the order date: 90% will be refunded less handling fees on unopened, unaltered, resalable, and restockable products or Sales Aids if postmarked within 12 months from the order date.

B. First Paid Subscription

- 1) Day 1-30: 100% of the purchase price will be refunded less shipping and handling fees on unopened, unaltered, resalable and restockable products if postmarked by the 30th day from the order date.
- 2) Day 31-365 (1 year) from the order date: 90% will be refunded less shipping and handling fees on unopened, unaltered, resalable, and restockable products if postmarked within 12 months from the order date.

C. Subsequent Purchase(s)

- 1) Day 1-365 (1 year) from the order date: 90% of the purchase price will be refunded less shipping and handling fees on unopened, unaltered, resalable, and restockable products if postmarked within 12 months from the order date.
 - i. Canada Members and Distributors have ten (10) calendar days from date of purchase to receive a 100% refund of the purchase price, less shipping and handling fees if postmarked by the 30th day from the order date. After the 10 days, the 90% refund rule applies.

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

E. Creating and Sending the Return

- 1) A Return Merchandise Authorization (RMA) must be obtained prior to returning the products or promotional material to the Company. An RMA may be obtained either by telephone or in writing and must be included on the actual return shipment.
- 2) The original sales order number from the invoice must be provided to the Company at the time of RMA request.
- 3) The Company will provide the Member with the correct procedures and location for returning the products or promotional material.
- 4) All shipping costs must be paid for by the Member.
- 5) All packaging/containers (full, empty or used) must be returned to receive credit for the item(s).
- 6) The refund will be submitted to the original form of payment, provided the return process is followed properly. Although refunds are generally processed

within seven business days of the Company's receipt of the returned products, please allow 30 days before contacting the Company to inquire. Delays to refunds may be caused by inaccurate or missing information.

F. Important Information

- 1) Order date and day 1 are defined as the date the Company receives full payment for an order through the Xyngular system.
- 2) 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) International returns may require a different procedure than outlined above. Contact Member Service for details at 801-756-8808 or member.service@xyngular.com.
- 4) The Company reserves the right to review each return or exchange on a case by case basis.

Section 8: Terminating the Contract

- A. A Member may terminate his or her Contract at any time, and for any reason, by sending a written notice of termination to the Company. Termination becomes effective as of the date the Company receives the written notice of termination. However, if there is volume on the account for the current month in which the written termination notice was received, the Member account is placed on a hold and is no longer accessible. The account termination is then finalized the following month. If a Member voluntarily terminates his or her Contract, the Member must wait six (6) months prior to signing up under a different distributor.
- B. Once a Contract is terminated, the person will no longer be a Member of the Company, they will not be able to place wholesale orders (including Subscription orders) and they will not be charged a Renewal Fee.

Section 9: Upgrading to a Distributor

- A. A Member may upgrade to a Distributor at any time as long as the Member account is in good standing according to these Policies. A Member may upgrade either through:
 - 1) His or her Member Back Office.
 - 2) Contacting Member Service.
- B. At the time of the upgrade, the Member will be required to provide additional

information and will be required to accept Xyngular's Distributor Policies.

- C. When upgrading, the Member Inception order purchase will remain the first purchase on the account and does not reset at the time of the upgrade.
- D. Once an account is upgraded to a Distributor, an upgrade fee will be assessed to the Distributor account.

Section 10: Contract Changes

The Company expressly reserves the right to make any modifications to the Contract. The Company shall provide notice of modifications to the Contract in Company publications, by separate mailing or email, social media, or through publication on the Company website: www.Xyngular.com. Each Member agrees that 30 days after publication of such a notice, the modification(s) becomes effective and is automatically incorporated into the Contract between the Company and its Members as an effective and binding provision of the Contract. By continuing to act as a Member, or engaging in any Member activity (i.e. ordering products, participating in Xyngular meetings) after a modification becomes effective, a Member acknowledges acceptance of the modification as a term of the Contract. Modifications shall not apply retroactively to conduct that occurred prior to the effective date of the modification. For the avoidance of doubt, no unilateral modification will retroactively modify the agreed dispute-resolution provisions of the Contract for then-pending disputes unless the parties expressly agree otherwise.

Section 11: Breach of Contract/Termination of Contract Procedures

- A. A Member's rights under the contract are conditioned upon and subject to the Member's continued performance in accordance with the terms of the Contract. Upon failure by a Member to perform his or her obligations as set forth in the Contract, the Company may immediately terminate the Contract and the Member's rights hereunder cease. Violation of the Contract, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical conduct, or any act or omission by a Member that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Member's Xyngular activities), may result, at the Company's discretion, in the termination of the Contract. The Company may excuse a Member's breach or non-performance in whole or in part without waiving its rights and remedies under the Contract. Furthermore, in addition to, or in lieu of terminating the Contract, the Company may:
 - 1) Provide oral or written notification to the Member of the Company's concerns and of the Company's intent to terminate the Contract if the

Member's non-performance continues;

- 2) Suspend the Member's Membership or rights under the Contract for a specified period of time or until the Member comes into compliance with the Contract;
 - 3) Examine the Member's future performance over a specified period of time;
 - 4) Identify specific actions a Member must take to correct any non-performance concerns. The Member may also be required to provide the Company a written description of how the Member intends to comply with their contractual obligations.
 - 5) Stop performing the Company's obligations under the Contract and suspend the Member's privileges under the Contract. This includes, without limitation, terminating or suspending the ability to place orders, remove or terminate recognition in corporate media (publications, websites, social media, etc.), terminating recognition at corporate events, rescind rights to participate in, or receive products from, a corporate promotion;
 - 6) Recover from you any damages that have been caused by the breach;
 - 7) Take any action that the company deems necessary or appropriate to protect the Company and/or its Network associations;
 - 8) Seek injunctive relief and/or other remedies available by law.
- B. If the Company determines, in its sole discretion, that a disagreement requires immediate action; or if the Member received prior notification that the Company would take immediate action for the same or similar Contractual violations or actions to those defined in a notice, then the Company reserves the right to take immediate action or solution that it finds appropriate, including termination of the Contract or any of the actions mentioned in Section 11.A. The Company will provide the Member with written notice of its action. The Member will have 10 days to appeal this action, as cited in Section 11.C.2.
- C. The following procedure applies when the Company investigates an alleged breach of the Contract by a Member:
- 1) The Company will either provide verbal notice or send a written notice of the alleged breach of Contract to the Member. Each Member agrees that the relationship between a Member and the Company is entirely contractual. Accordingly, the Company will neither honor nor respect any claim by a Member that the relationship is or has been quasi-contractual, has arisen by implication from any continuing practice or course of action, has been

verbally authorized by an employee of the Company in contradiction of the terms of the Contract, or is otherwise implied in fact;

- 2) In a case when written notice of an alleged breach is sent to a Member, the Company will give the Member ten business days from the date of dispatch of a notification letter during which time the Member may respond by presenting information relating to the alleged breach for review by the Company. The Company reserves the right to prohibit or limit activity (e.g. placing orders, modifying Member information, etc.) by the Member in question from the time notice of an alleged breach is sent to the Member until a final Company decision is rendered;
 - 3) On the basis of any information obtained from collateral sources and from the Company's investigation of the statements and facts taken together with information submitted to the Company during the response period, the Company will make a final decision regarding the alleged breach and implementation of an appropriate remedy, which may include the termination of a Membership and Contract with the Company. The Company reserves the right to impose remedies for Contract violations on a case-by-case basis without reference to prior violations or remedies. Prior remedial actions of the Company shall not be deemed as binding precedent. The Company will promptly notify the Member of its decision. Any remedies will be effective as of the date on which notice of the Company's decision is dispatched; and
 - 4) Additional information outlining an appeal of the decision by the Company and the Company's Governing Law, Arbitration, Injunctive Relief Policy noted in Section 12 herein will be provided by the Company upon receipt of a written request from the Member.
- D. A Member may terminate his or her Contract at any time, and for any reason, by sending a written notice of termination to the Company as outlined in Section 8 of these policies.
- E. The Company will not review any violation of the terms and conditions of the Contract not brought to the Company's attention within two years of the initiation of the alleged violation. Failure to report a violation within the two-year period will result in the Company not pursuing the allegations. All reports of violations must be in writing and sent to the attention of the Company's Member Conduct Review Committee (DCRC). Please submit violation concerns to compliance@xyngular.com.

Section 12. Governing Law, Jurisdiction Arbitration, Injunctive Relief Policy

- A. The State of Utah is the place of the origin of this Contract and is where the Company accepted the offer of the Applicant to become a Member and where the Member entered into the Contract with the Company. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Utah (without giving effect to any conflict of law provision or rule) shall govern all other matters relating to or arising from the Agreement. Any controversy or claim arising out of or relating to the Contract or the breach thereof, or any controversy or claim relating to the business relationships arising between Members shall be resolved by mandatory, final, binding, non-appealable arbitration in Salt Lake City, Utah, United States of America.
- B. There shall be one arbitrator, who shall be impartial, independent, and mutually agreed upon by the parties to the arbitration within seven (7) days following receipt of the written notice for demand for arbitration. If the parties do not reach agreement on a single arbitrator within such seven (7) day period, the parties agree that the arbitration shall be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (except that there shall only be one arbitrator) and shall be governed by Utah state law, including, but not limited to, the rules pertaining to the discovery process as found in the Utah Rules of Civil Procedure. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof and enforcement of the judgment shall be governed by Utah state law. Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration hereunder.
- C. The parties shall equally share the assessed costs associated with the arbitration, including all arbitrator fees. If one party fails to pay its assessed costs, and such failure prevents the timely appointment of an arbitrator or delays ongoing arbitration proceedings, the other party may seek provisional remedies under the Utah Uniform Arbitration Act, Utah Code Section 78B-11-109, to compel the non-paying party to comply with its payment obligations. Such provisional remedies may be sought in the courts of the State of Utah, Utah County, as the exclusive and sole jurisdiction and venue for such provisional actions, and each party hereby consents to personal jurisdiction and proper venue in those courts for such actions. The failure to pay assessed costs under this Section, and any resulting costs, expenses, or damages resulting from the other party being required to seek provisional relief, shall become an additional claim of the injured party in the underlying arbitration.
- D. The parties, AAA, and the arbitrator shall maintain the confidentiality of the entire arbitration process and may not disclose to any other person not directly involved in the arbitration process: (i) the substance of, or basis for, the controversy, dispute, or

claim; (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration; or (iii) the terms or amount of any arbitration award. AAA and the arbitrator shall have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The parties agree that before or after a demand for arbitration is made that a party (in addition to any other remedies which it may have and which are hereby exclusively reserved) is entitled to preserve its rights under the Contract by seeking interim injunctive relief (a temporary restraining order, preliminary injunction and all other forms of interim relief available to the party filing the action) without a bond, and that the only venue for any suit shall be in the state courts located in Utah County, Utah or, at the sole discretion of the Company, in the federal court located in Salt Lake City, Utah. The parties agree that such suit filed with the court: (a) is not a waiver of the rights of the party who filed the suit to proceed with any demand for arbitration it previously filed, and (b) will not in any way affect the rights of the party filing the suit to thereafter demand arbitration once the interim relief is obtained. T

E. The parties expressly waive any objections to personal jurisdiction or venue of such courts and to the arbitration being conducted in Salt Lake City, Utah, United States of America.

F. Class Action Waiver. The Member 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 Contract. Further, the Company and Member 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 Member 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 Member may opt out of this class action waiver by submitting written notice to the Company of his or her desire to opt out within 30 days from the date on which he or she enrolled as a Member. Such opt-out notices must be submitted to the Company at compliance@xyngular.com.

Section 13: Waiver

The waiver by the Company of a Member's breach of any provision of the Contract must be in writing and will not be construed as a waiver of any subsequent or additional breach. The failure by the Company to exercise a right or prerogative under the Contract will not operate as a waiver of that right or prerogative.

Section 14: Integrated Contract

A. The Contract is the final expression of the understanding and agreement between the

Company and a Member 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.

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

Section 15: Severance

Any provision of the Contract that is prohibited, judicially invalidated, or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of the prohibition, invalidation, or unenforceability in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision of the Contract will not invalidate or render unenforceable any other provision of the Contract, nor will that provision of the Contract be invalidated or rendered unenforceable in any other jurisdiction.

Section 16: Notices

Unless otherwise provided in the Contract, any notice or other communications requested or permitted to be given under the Contract shall be in writing and shall be delivered personally, transmitted by facsimile, receipt notified email, or sent by first class, certified (or registered) or express mail, postage prepaid. Unless otherwise provided in the Contract, notices shall be deemed given when delivered personally, or if transmitted by facsimile, receipt notified email, one day after the date of that facsimile or email, or if mailed, five days after the date of mailing to the address of the Company's headquarters or to the Member's address as provided on the Member Agreement, unless notice of an address change has been received by the Company. The Company shall have the right, as an alternative method of notice, to use mailers, Company publications, the Company website, or other normal and regularly used channels of communications with Members.

Section 17: Successors and Claims

The Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

Section 18: Litigation and Claims

A. In order to protect the Company, its assets, and its reputation from claims or disputes created by outside (non-Member) third parties, the Company requires the following: if any Member is charged with infringing upon any proprietary right of an outside third party (who is not a Member) arising from the use of the Company's products, services, or other proprietary assets, or if the Member becomes the subject of any claim or suit related to that Member's Xyngular-related conduct or any other action that directly or indirectly negatively affects or puts the Company, its reputation, or any of its tangible or intangible assets at risk, the affected Member shall immediately notify the Company. The Company may, at its own expense and upon reasonable notice, take whatever action it deems necessary (including, but not limited to, controlling any litigation or settlement discussion related thereto) to protect itself, its reputation, and its tangible and intangible property. The Member shall take no action related to that claim and suit, unless the Company consents, which consent shall not be unreasonably withheld.

B. In order to expedite the prompt resolution of any disputes with the Company or between Members, which may arise under the Contract, the Company has instituted a Governing Law, Arbitration, and Injunctive Relief Policy as outlined in Section 12 of these policies. This policy deals with the disposition of disputes arising out of the independent contractor relationship between the Company and its Members. Member complaints are first handled by the Member Conduct Review Committee as described by Section 11.G of these Policies. The Governing Law, Arbitration, Injunctive Relief Policy will also apply in the event a Member disagrees with any disciplinary action or interpretation of the Contract by the Company. The Governing Law, Arbitration, Injunctive Relief Policy is mandatory and binding for resolving Member disputes.

Section 19: Personal Information

A. COLLECTION OF 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. Xyngular 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.

B. AUTHORIZATION TO USE YOUR PERSONAL INFORMATION

By entering into the Distributor and/or Member Agreement, you authorize the Company 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.
- (c) use your personal information for the purposes described above.

You further agree and consent to the terms of the Company's Privacy Policy, which may be modified from time to time. The Privacy Policy may be viewed on the Company's web site at:

<https://www.xyngular.com/en/xyngular-corporate/xyngular-data-privacy/>

C. DISTRIBUTOR PRIVACY OBLIGATIONS

As a Distributor, you may be supplied with information that is confidential or personal in nature including distributor and customer lists, reports, profiles, purchase history, and other personally identifiable information ("Personal Information"). The Company does not guarantee that the Personal Information is complete, accurate, of satisfactory quality, or fit for any purpose and you agree to accept the Personal Information "as is". In disclosing the Personal Information, the Company does not undertake to provide any additional information to update or correct any inaccuracies in the Personal Information. All Personal Information (whether in written, oral, or electronic form) is transmitted to you in strictest confidence on a need-to-know basis. You may not sell any of the Personal Information or otherwise retain, use, or disclose the Personal Information for purposes outside of the business relationship contemplated by this Agreement unless otherwise required by law. You must take appropriate steps to safeguard and protect all personal information provided to you in strict accordance with the Company's Privacy Policy available at:

<https://www.xyngular.com/en/xyngular-corporate/xyngular-data-privacy/>

Additionally, you agree to use and store the Personal Information according to the

following data storage guidelines:

- Store hard copies of the Personal Information in a secure location where only you can access it, in a locked cabinet if possible.
- View electronic copies of the Personal Information only on password protected computers, laptops and devices, to which the you have exclusive access.
- In cases where saving electronic documents is necessary, save the Personal Information to password protected computers, laptops and devices to which you have exclusive access and do not save any personal information to any portable storage device i.e. memory sticks, external hard drives, etc.

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.

Section 20: Headings

The headings in the Contract are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of the Contract.