

WellNetIQ GmbH Terms and Conditions

SECTION 1 — WellNetIQ AND ITS AMBASSADORS

1.1. Welcome to WellNetIQ

1.1.1 The WellNetIQ GmbH, Customer Service, ABC-Straße 10, 20354 Hamburg, Germany, represented by its managing director Dr Peter Verdegem (in future: WellNetIQ) is a direct selling company that markets its Products through independent Ambassadors. It is important to understand that each Ambassador's success depends on the integrity of the men and women who market the WellNetIQ Products and services. The Agreement (as defined below) is made to clearly define the relationship between WellNetIQ, , and its independent Ambassadors, between the Ambassadors and their Customers, and between Ambassadors.

1.1.2 The Parties.

WellNetIQ is the company referenced in the Ambassador Application and Agreement signed by the Ambassador. In these General Terms and Conditions, the company is sometimes referred to as "WellNetIQ" or the "Company" and the Ambassador signing the Agreement is referred to as "an" or "the Ambassador."

1.1.3 These Terms and Conditions along with the WellNetIQ Ambassador Application and Agreement (the "Ambassador Agreement") and the Sales Compensation Plan (collectively referred herein as the "Agreement"), such as may now exist or hereafter be amended, constitute the complete and binding agreement and understanding between independent and self-employed contractual partners, or WellNetIQ Ambassadors, and WellNetIQ, and forms the basis of a cooperative, fair and successful business relationship. By sending the application for the conclusion of the Ambassador Agreement to WellNetIQ, the Ambassador simultaneously affirms that he/she has taken note of the WellNetIQ Sales Compensation plan and accepts the same as an integral part of the contract.

1.2. Ambassador Code of Conduct

1.2.1 I will be honest and fair in my dealings as an Ambassador.

1.2.2 To achieve my best success I should actively work to establish and maintain a retail Customer base, however this is not a contractual obligation.

1.2.3 I will perform my business in a manner that will enhance my reputation and the positive reputation established by WellNetIQ.

1.2.4 I will be courteous and respectful of every person I contact in the course of my WellNetIQ independent activities and shall only make personal or telephone other contact with potential applicants and Customers in a reasonable manner and during reasonable hours to avoid intrusiveness. When making a sales presentation, I shall discontinue it immediately upon the request of the recipient.

1.2.5 To achieve my best success I should fulfill my leadership responsibilities as a Sponsor, which includes training, supporting and communicating with the Ambassadors in my organization, however this is not a contractual obligation.

1.2.6 I will not Sponsor or attempt to Sponsor, entice away or attempt to entice away any WellNetIQ Ambassador directly or indirectly to any other Network Marketing Company or other Direct Selling Company.

1.2.7 I will not engage in deceptive or illegal practices and will not misrepresent or misleadingly advertise WellNetIQ Products or the WellNetIQ Sales Compensation Plan.

1.2.8 I acknowledge that even my personal experience and the benefits received from WellNetIQ Products may be interpreted as unauthorized "extension of unlawful health or other commercial claims".

1.2.9 I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as an Ambassador and will discharge all debts and duties as required of an Ambassador.

1.3. Term & Renewal

1.3.1 Term.

The term of this Agreement is one year. If Ambassador fails to annually renew his/her Agreement, or if it is cancelled or terminated for any reason, Ambassador will permanently lose all rights as an Ambassador. Ambassador shall not be eligible to sell Products and services, nor shall he/she be eligible to receive Commissions, bonuses, or other benefits resulting from the activities of his/her former downline sales organization.

1.3.2 Renewal.

Ambassadors must annually reaffirm that they are bound by the terms of the Agreement and will be prompted in their WellNetIQ Back Office to do so. Additionally, each year Ambassadors may renew the 1-year term of the Agreement by paying an annual non-provisioned service fee (see more in 1.4.) on or prior to the anniversary date of the Agreement. With the WellNetIQ automatic renewal program, the renewal fee may be waived by decision of the Company and by fulfilling conditions communicated by the Company through its communication channels. If the renewal fee is required but not paid within thirty (30) days after the expiration of the current term of the Agreement, the Agreement will be terminated.

1.3.3 Contractual Cancellation Policy

You are applying to be registered at WellNetIQ as an entrepreneur, and you have a 14-days right to revoke the registration at your will. The resignation must be completed in writing and sent to WellNetIQ GmbH mailing address, as in 1.1, or per email to customerservice@wellnetiq.com within 14 days after signing.

After your revocation, you may return all unopened goods for which a charge has been made, and which you have obtained as a sales partner, to WellNetIQ for reimbursement in accordance with the return policy. The return shipment must be made at the expense and risk of the sales partner. After receipt of the returned goods and inspection of the same for freedom from defects, unopenedness and resaleability, the purchase price will be refunded at 100%.

1.4. Ambassador Rights / Right of use of the Back Office and the Replicated Website

1.4.1 Once an Ambassador's Agreement has been accepted by WellNetIQ, the benefits of the Ambassador Agreement will be available to him or her so long as the Ambassadorship is terminated. These benefits include the right to: sell WellNetIQ Products in accordance with the Agreement; participate in the Sales Compensation Plan and if eligible, receive Commissions and benefits; Sponsor other Ambassadors; receive periodic WellNetIQ literature and other WellNetIQ communications; participate in WellNetIQ-sponsored support, service, training, motivational, and recognition functions (upon payment of appropriate charges, if applicable); and participate in promotional and incentive contests and programs sponsored by WellNetIQ.

1.4.2 In addition the Ambassador acquires the right to use the WellNetIQ Back Office and Relicated Website provided in return for the annual service fee. The annual service fee has to be paid for the use, as well as for the maintenance, administration, support, care, updates and upgrades of the Backoffice and the Replicate Website. The right to use of the Backoffice and the Replicate Website made available to the Ambassador is a simple (non-exclusive), non-transferable right of use relating to the specific Backoffice and the specific Replicate Website; the Distributor shall have no right to modify, edit or otherwise redesign the Backoffice or the Replicate Website, nor shall it have any right to grant sublicenses.

1.5. Independent Contractor

An Ambassador is an independent contractor and not an employee or agent or franchisee of WellNetIQ. There are no sales targets acceptance obligations or other activity obligations. With the exception of contractual obligations, the Distributor shall not be subject to any instructions from WellNetIQ, and shall bear the full entrepreneurial risk of his or her business activities, including all cost resulting from operating his or her business.

As an independent entrepreneur, the Distributor shall be responsible for compliance with the relevant statutory provisions, including the requirements under tax and social law (e.g. obtaining a VAT identification number or registering his/her employees with the social security authorities, as well as for obtaining a business license, if required). In this respect, the sales partner assures to duly pay taxes at his/her domicile on all commission income earned in the course of his/her activities for WellNetIQ. WellNetIQ reserves the right to deduct from the agreed commission the

respective amount for taxes and duties or to claim damages or reimbursement of expenses incurred by it due to a violation of the aforementioned requirements, unless the Distributor is not responsible for the damage or expense. No social security contributions will be paid by WellNetIQ for the Distributor.

1.6. Business Conduct

Each Ambassador will perform all of his/her business activities in a professional and ethical manner, which will enhance the Ambassador's reputation and the positive reputation of WellNetIQ. Ambassadors shall not engage in any conduct that negatively reflects on or disparages WellNetIQ or any other Ambassador.

1.7. No Purchase Required

The purchase of Products is, beyond of the purchase of an enrollment product order, not required to become an Ambassador or to participate in the Sales Compensation Plan.

SECTION 2 — BECOMING a WellNetIQ AMBASSADOR

2.1. Enrollment

2.1.1 Conditions to Apply.

To become a WellNetIQ Ambassador, the applicant must be (i) at least 18 years of age (or the minimum age required in the country where enrolling) if an individual or properly registered and in good standing in the jurisdiction where it is registered to do business if a legal entity; (ii) be otherwise authorized to engage in direct selling in the country of residence; (iii) submit a truthfully completed Ambassador Agreement that is accepted by the Company; and (iv) purchase and enrollment product order, unless prohibited by law. To have the entire Sales Compensation Plan benefits available, the Associate must also generate 150 PV (through Customer sales and personal purchases) on a monthly basis. The minimum activity requirement may be voided at the Company's discretion.

2.1.2 Application.

By concluding the Ambassador Agreement and submitting it to WellNetIQ, the Ambassador is applying to become an independent Ambassador of WellNetIQ. The application is accepted when received, subject to the rights in section 2.1.3, and if the applicant is otherwise in compliance with the Ambassador Application. Upon acceptance, WellNetIQ will establish an Ambassadorship.

2.1.3 Electronic Enrollment.

2.1.3.1 Signature and Consent.

As part of your relationship with WellNetIQ, we want to ensure you have all of the information you need to effectively manage your Ambassadorship through your electronic or virtual back office. We require your prior consent to provide the information electronically. You gave this consent when you enrolled electronically. You also consented to use electronic records and signatures in our relationship with you. So, before you enroll you must review and consent to the terms outlined below.

2.1.3.2 Ambassador Agreement and Electronic Record.

The entire agreement between you and us will be evidenced in an “Electronic Record”, as described herein. You acknowledge before sending the application electronically to WellNetIQ that you agree to the General Terms and Conditions and the Sales Compensation Plan a part of the contract. These documents constitute the “Ambassador Agreement” and were made available to you when enrolling.

2.1.3.3 Forms and Transactions.

As you operate your Ambassadorship, product orders and services will be in an electronic format. In addition to the Ambassador Agreement, forms that you sign and communications we send to you may be in electronic form. All are part of the Electronic Record. We may also use electronic signatures and obtain them from you as part of our transactions with you.

2.1.3.4 Delivery.

Electronic Records may be delivered in several formats across various digital channels. Mainstream digital channels include, but are not limited to e-mail, SMS text, FTP, SFTP and cloud-based file storage. Electronic Records may be accessed through your virtual back office.

2.1.3.5 Equipment and Software.

To access electronic records, you will need the following hardware and software: A Personal Computer ("PC") with modem, WiFi, or other Internet access device; operational Internet browser software (e.g., Microsoft Edge, Internet Explorer, Chrome), and Adobe Acrobat Reader. Should there ever be a change in the equipment or software necessary to access the terms of the Agreement, WellNetIQ will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such event, you may withdraw your consent.

2.1.3.6 Withdrawing your consent.

You may withdraw your consent to the use of Electronic Records at any time. However, should you do so, the Ambassador Agreement will be automatically terminated. To withdraw your consent (and thereby terminate the Ambassador Agreement), or update any personal information, you may do so online at <http://www.wellnetiq.com> or by sending written notice to WellNetIQ GmbH, Customer Service, ABC-Straße 10, 20354 Hamburg, Germany.

2.1.4 Right to Reject.

WellNetIQ will generally accept annual Ambassador renewal requests promptly. However, in individual cases it may take up to 14 days before a decision on the acceptance of the contract can be made, for example, due to the necessary review of the contract situation or the review of the payment of the annual service fee. WellNetIQ reserves in any case the right to reject Ambassadors applications at its sole discretion without any justification. WellNetIQ will not accept Ambassador Applications containing intentionally falsified information and deems such applications void. WellNetIQ expressly reserves the right to assert future claims for damages in this case of termination without notice.

2.1.5 Notice of Changes.

The Ambassador is responsible for informing the Company of any changes affecting the accuracy of their Ambassador Application and any subsequent information regarding the account information of the Ambassadorship.

2.1.6 Virtual folder of literature

A virtual folder of literature, including General Terms and Conditions and Sales Compensation Plan, is available to each Ambassador as part of his/her enrollment. Where required by law, a printed copy is available.

2.1.7 Prospects.

If an Ambassador pays for or reimburses a prospect for the expenses of attending any WellNetIQ event, or if the Ambassador attends a WellNetIQ event with the prospect, WellNetIQ will recognize that Ambassador as the Sponsor if the prospect submits an application within 10 days of the event. Thereafter, the prospect may enroll with the Sponsor of his/her choosing.

The Ambassador whose prospect has entered their Ambassador Application must inform WellNetIQ of this relationship within 10 days of the event attendance and/or reimbursement of expenses. Should the Ambassador neglect to inform the company in due time, WellNetIQ will recognize the Personal Sponsor listed in the Ambassador Application as the personal enroller.

2.1.8 Passwords.

Once enrolled, it is the new Ambassador's responsibility to secure their personal information and account by not sharing their password and/or credentials.

2.2. Beneficial Interest

2.2.1 An Ambassador may have a Beneficial Interest in only one Ambassadorship. "Beneficial Interest" means the right to direct, control, own, participate in, or be the beneficiary of the direction, control, ownership, or participation of another person on the account.

2.2.2 Same Household.

2.2.2.1 Family members residing in the same household may have separate Ambassadorships, except as described in 2.2.2.2. However, they shall not exercise any control over such Ambassadorships, where they are not registered applicants.

2.2.2.2 A couple, whether married, common law partners, or similar, may have only one Ambassadorship in the same household in order to jointly benefit from the rewards and awards detailed in the Agreement and/or special programs published in WellNetIQ communication channels. The actions of each person of the couple, and anyone else with a Beneficial Interest in the Ambassadorship, is attributable to the Ambassadorship.

2.2.3 Legal Entity and its Principals.

If an Ambassador is a legal entity, then all persons possessing a right to control that entity, including but not limited to its shareholders, officers, directors, or its members or managers (the “principals”), possess a Beneficial Interest in that Ambassadorship and may not hold a Beneficial Interest in another Ambassadorship. The actions of the principals of the entity are attributable to the Ambassadorship.

2.3. Married Couples.

2.3.1 Husbands, wives or registered couples (collectively “spouses”) who wish to become an Ambassador are encouraged to submit a single Ambassador Application and Agreement. Neither may have a Beneficial Interest in another Ambassadorship (see 2.2). If two Applications and agreements are submitted the action of one spouse will be attributed to the Ambassador Application and Agreement signed under his/her name and he/she will then resign any Beneficial Interest in the Application and Agreement under the name of the other spouse.

2.3.2 In the event that two (2) Ambassadors marry, they are encouraged to notify the Compliance Department within 30 days of the marriage and elect which Ambassadorship they will operate. Upon notification, Compliance will terminate the Ambassadorship not elected.

2.4. Corporations, Partnerships and Trusts

2.4.1 Companies as Ambassadors.

Companies formed as corporations, limited liability companies, partnerships and/or trusts may apply to become an Ambassador, unless prohibited by law. Such applicants must complete and submit the Ambassador Application and Agreement, accompanied by copies of the Articles of Incorporation, Articles of Organization, partnership agreement, or trust document or other charter or organizational document as filed in the jurisdiction where they do business.

2.4.2 Disclosure of Principals.

To ensure compliance with the Ambassador Agreement, Ambassadors must disclose a complete list of all principals, including directors, officers and shareholders of the company. Limited liability companies must disclose a complete list of all members, officers and managers. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee(s) and beneficiary/beneficiaries. This information may be faxed or emailed to WellNetIQ and must be updated by the Ambassador. The Ambassador must also provide WellNetIQ a proof of the required business or or VAT or tax number and evidence that the entity is in good standing. If any shareholder, partner, member or manager of a Ambassador is itself an entity, then the information required above for the entity shall also be required for such shareholder, partner, member or manager. Changes to any of the foregoing requirements (e.g. of a shareholdership, partnership or membership) change shall be permitted only with WellNetIQ's prior written consent, which shall be at WellNetIQ's sole discretion.

2.4.3 Liability.

Shareholders, members, partners, directors, managers, employees, agents, beneficiaries, trustees and those who promote the legal entity (collectively, the "principals"), agree to remain personally liable to WellNetIQ and bound by the Agreement.

2.4.4 Assumed Name.

A completed "Operating Under a Business Name" or DBA (Doing Business As) form must be on file with WellNetIQ. In any Ambassador position involving the efforts of more than one individual,

whether as a corporation, partnership, limited liability company or trust, the actions of one participant shall reflect on the Ambassadorship as a whole. If one participant is found to have violated the terms and conditions of the Agreement, then the Ambassadorship as a whole will be considered to be in violation.

2.5. Correct Name and ID Number.

A person or entity may not apply for an Ambassadorship using a fictitious or assumed name or use the identity of another person or entity that will not be associated with the Ambassadorship. No one may enter a tax or other government ID number that was not assigned to the primary individual or entity on the Ambassadorship. Further, at enrollment the Ambassador must provide government issued identification that shows residency in the country of registration.

2.6. Tax Identification Number.

Upon enrolling, or at WellNetIQ request, an Ambassador shall, if permitted by law, provide his/her government-issued ID number and/or tax number and a copy thereof. Upon enrollment, WellNetIQ will provide the Ambassador a unique Ambassador identification number that will be used for identifying its Ambassadorship.

2.7. Sponsor/Placement Corrections and Changes

2.7.1 Corrections.

One Placement change or Sponsor correction may be requested within a period of 14 (fourteen) days from the date of enrollment.

2.7.1.1 This policy is used solely to correct mistakes made at enrollment and is not used when the Ambassador wants a different Sponsor for other reasons. Corrections may be requested through WellNetIQ Customer Service and must include an explanation for the request.

2.7.1.2 There will be no fee for the first correction requested within the initial fourteen (14) day period.

2.7.2 Changes.

WellNetIQ discourages Sponsor and Placement changes. However, after the initial fourteen (14) day term, which is the maximum length of keeping the new Ambassadors in a holding tank, requests for a Placement change or a change of Sponsorship may be granted by WellNetIQ in its sole discretion, with additional conditions and restrictions as may be required by WellNetIQ. Ambassadors waive all claims against the Company that arise from or relate to the decision upon such request.

2.7.2.1 Sponsor changes will not be made outside of the Sponsor's upline or enrollment tree organization. Such changes require written permission from the Sponsor and the first 2 upline Sponsors, and all upline Ruby, Sapphire, Emerald, Diamond and Crown Ambassadors who are or were Qualified at the rank, and Active within the prior 6 months of the request, and a written permission of all upline Ambassadors deemed applicable by the Company. All requests shall be submitted to and approved by the Compliance Department, and the approval is in the sole discretion of the Company.

2.7.2.2 In the event a Placement change or Sponsorship change is approved, the Ambassador shall pay a change fee (see the Schedule of Fees in Appendix A).

2.8. Adding and Removing Co-Applicants after Enrollment

2.8.1 Procedures.

Requests to add a co-applicant to an Ambassadorship must be made to local Customer Service Department. The request will not be granted if the co-applicant has a Beneficial Interest in another Ambassadorship or is subject to the waiting requirement in section 2.10. Once approved, the Ambassador must submit a fully completed and properly executed amended Ambassador Agreement that is signed by both, the Ambassador, and the co-applicant.

2.8.2 Earnings.

All earnings will be sent to the address on record for the Ambassador position.

2.8.3 Restrictions.

The original applicant must remain party to the original Ambassador Agreement once a co-applicant is added; however, if the original Ambassador wants to terminate his/her Ambassador relationship with WellNetIQ, he/she must do so in accordance to the WellNetIQ policy and the Co-Applicant must submit a Business Transfer Form. If this is not followed, then this Agreement shall be terminated upon withdrawal of the original Ambassador.

2.8.4 Change of Sponsor.

The modification permitted within the scope of this section does not include change of Sponsor. The processing fee for changes or additions is found in Appendix A.14.

2.8.5 Co-Applicant Resignation.

Co-applicants may resign their interest in an Ambassadorship by notifying Customer Service. They will be subject to the waiting rule in section 2.10.

2.9. Multiple Applications

If one applicant submits multiple Ambassador Agreement forms listing different Sponsors, only the first completed form to be received by WellNetIQ will be accepted. WellNetIQ reserves the right, in its sole discretion, to make the final decision with respect to all such disputes.

2.10. Waiting Rule for Reapplying

2.10.1 Policy. Any former Ambassador (including a co-applicant) and/or anyone who held a beneficial interest in an Ambassadorship and who desires to apply for a new Ambassadorship may do so only after delivering a resignation or cancellation notice for the original Ambassadorship and waiting either:

2.10.1.1 six (6) months if the highest achieved rank formerly held (directly or through a beneficial interest) was Sapphire or lower; or

2.10.1.2 twelve (12) months if the highest achieved rank formerly held (directly or through a beneficial interest) was Emerald or higher.

2.10.2 Tolling of Waiting Period. Any activity by the waiting Ambassador during the applicable waiting period required in 2.10.1 that may suggest the Ambassador is building a new business shall re-set the waiting period. Indicia of such activity includes, but is not limited to, attending meetings and promoting the opportunity or Products in any way.

2.11. Reports, Confidential Information, and Trade Secrets

2.11.1 Reports. WellNetIQ desires to protect itself and its Ambassadors from unfair and inappropriate competition. WellNetIQ provides Ambassadors access and viewing of their organizations through WellNetIQ BackOffice (WBO). The reports generated through WBO and each Ambassador list, including but not limited to all Ambassadors; organization lists; names; addresses; email addresses; and telephone numbers contained in the WellNetIQ database, in any form, including, but not limited to, hard copies, electronic or digital media (collectively the "Reports") are the confidential and proprietary property of WellNetIQ. WellNetIQ has derived, compiled, configured, and currently maintains the Reports through the expenditure of considerable time, effort, and monetary resources. Reports, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of WellNetIQ, which each Ambassador shall hold confidential. But for this agreement of confidentiality and nondisclosure— WellNetIQ would not provide Reports to an Ambassador. Ambassadors right to disclose the Reports and information contained therein and other Ambassador information maintained by WellNetIQ is expressly reserved by WellNetIQ and may be denied at the Company's discretion.

2.11.2 Purpose. Reports are made available to Ambassador for the sole purpose of assisting Ambassadors in working with their downline organization in the development of their WellNetIQ business. Ambassadors may use Reports provided to them to assist, motivate, and train their downline organization.

2.11.3 Non-Disclosure. An Ambassador's access to his/her Reports is password protected. Reports are provided to each Ambassador in strictest confidence. Such Reports shall not be disclosed by an Ambassador to any third party or used for purposes other than in the performance of his/her obligations under the Agreement and for WellNetIQ's benefit without WellNetIQ's prior written consent. Any unauthorized use or disclosure of Report constitutes misuse, misappropriation, and a violation of the Ambassador Agreement and may cause irreparable harm to WellNetIQ.

2.11.4 Restrictions. Each Ambassador shall not, on his/her own behalf, or on behalf of any other person:

2.11.4.1 Directly or indirectly disclose any information contained in any Report to any third party;

2.11.4.2 Directly or indirectly disclose the password or other access code to his/her Report;

2.11.4.3 Use the information to compete with WellNetIQ or for any purpose other than promoting the Ambassador's WellNetIQ Business.

2.11.4.4 Recruit or solicit any Ambassador listed on any Report or in any manner attempt to influence or induce any Ambassador to alter his or her business relationship with WellNetIQ.

2.11.5 Return Reports upon Termination. Upon WellNetIQ's demand and always upon termination of the Agreement, the Ambassador shall return to us the original, and all copies of any Reports and any confidential or trade secret information taken therefrom (whether paper or electronic) that is in the Ambassador's possession or subject to his or her control.

2.11.6 Breach. In the event the Ambassador breaches any of the covenants of this subsection on Reports, the Company may send out a warning letter with a suspension of the Ambassadorship or may directly in case of a serious contract breach terminate the Ambassadorship and may seek injunctive relief to prevent irreparable harm to WellNetIQ or any of its Ambassadors. WellNetIQ may also pursue all appropriate remedies under applicable law to protect its rights to Reports; any failure to pursue such remedies will not constitute a waiver of those rights.

2.11.7 Confidential Information. Ambassadors may gain access to confidential information of WellNetIQ. Specifically, without limiting the foregoing, confidential information includes information contained in any genealogical or downline report provided or accessible to an Ambassador, Customer lists, manufacturer information, Commission or sales reports, Product formulas, and other financial and business information of WellNetIQ. All such information (whether in electronic, oral or written form) is proprietary to and owned by WellNetIQ, and is transmitted or available to Ambassador in strict confidence. Each Ambassador agrees that he/she will not disclose any such confidential or proprietary information to any third party, directly or indirectly, or use the information to compete with WellNetIQ or for any other purpose except as expressly authorised by the Agreement. This information is to be used only for the promotion of

the WellNetIQ program in accordance with the Agreement. Ambassadors and WellNetIQ agree that without this agreement of confidentiality and non-disclosure, WellNetIQ would not provide the information or make it accessible to Ambassador. This provision shall survive the termination or expiration of the Ambassador Agreement for the legally permissible duration.

2.12. Sponsoring and Sales in Other Markets

2.12.1 Right to Sponsor. WellNetIQ Ambassadors may Sponsor individuals into their organisation, subject to the Agreement.

2.12.2 Compliance and Restrictions. Compliance with this section protects the Company, Ambassadors, and their collective ability to conduct business in Countries and Areas already opened by WellNetIQ. Violation of these policies may result in governmental regulatory action, which may include severe fines, confiscation of property, closure of business operations, or even imprisonment. Accordingly, an Ambassador shall not:

2.12.2.1 engage in blind solicitation of prospects. Many countries have strict privacy laws that forbid blind or cold solicitations. Also, many local laws forbid advertising for leads;

2.12.2.2 import any Product into a market for which that Product is not officially approved. Products are labeled and sometimes formulated for specific countries;

2.12.2.3 distribute WellNetIQ Literature, including product brochures and Sales Compensation Plan, not approved for the country in which it is intended. Promotional statements from one country's literature may not be appropriate or legal in another country;

2.12.2.4 sell Products not labeled by WellNetIQ for that country;

2.12.2.5 send any unauthorised Products to another country. Products to be sold in any country must be obtained directly from an authorised WellNetIQ office or warehouse and be labeled for that country;

2.12.2.6 seek or participate in media coverage of any kind without prior written approval from the Company;

2.12.2.7 misrepresent Products or the WellNetIQ opportunity in the country;

2.12.2.8 make claims or guarantees of earnings potential;

2.12.2.9 make unlawful or misleading health claims about the WellNetIQ Products;

2.12.2.10 fail to comply with the Policies and Procedures of the country in which the Ambassador is enrolled;

or

2.12.2.11 induce prospects in the country to join one's organization by promising cash rewards or volume.

2.12.2.12 sell or distribute unregistered products in an NFR market, per section 7.4.10.3.

2.13. Record Keeping

WellNetIQ encourages all of its Ambassadors to maintain complete and accurate records of their business transactions. WellNetIQ may exercise its option to request records relating to retail sales or other matters as described herein or as required by applicable law.

2.14. Enrollment

An Ambassador shall forward to WellNetIQ all Ambassador Applications and Agreements and product orders they receive from other Ambassadors or new applicants within 72 hours of receiving the documents. Withholding applications or orders for purposes of manipulating the compensation or promotions is strictly prohibited.

SECTION 3 — LEGAL COMPLIANCE

3.1 Legal Compliance

All WellNetIQ Ambassadors shall comply with all applicable laws and regulations concerning the operation of their business.

3.2 No Exclusive Territories

There are no exclusive territories, nor shall any Ambassador imply or state that he/she has any exclusive territory rights or acts as an importer. There are no geographic limitations on

Ambassador Sponsoring except in those countries that have not officially been opened by WellNetIQ. The complete and up to date list of opened markets can be found from www.wellnetiq.com

3.3 Representation of Government Endorsements

Regulatory agencies do not endorse direct selling programs or their Products or services. Therefore, Ambassadors may not represent, directly or indirectly, that the WellNetIQ Sales Compensation Plan or its Products or services have been approved, reviewed or endorsed by any government agency unless WellNetIQ explicitly states so.

3.4 Product Claims

Ambassadors are responsible for all advertisements and/or statements made both online and offline when promoting WellNetIQ and its Products. Ambassador must comply with all requests to remove such statements and/or posts regardless of its origin.

3.4.1 No Unauthorised Claims

A WellNetIQ Ambassador shall not make any claim about a WellNetIQ Product directly or indirectly, that:

3.4.1.1 is unlawful;

3.4.1.2 purports that it is government approved;

3.4.1.3 is inconsistent with Official WellNetIQ Literature; or

3.4.1.4 any diagnosis, evaluation, prognosis, description, treatment, therapy, cure, or management or remedy of illness, ailment or disease can be improved by consumption, use or application of the Product.

3.4.2 Official WellNetIQ Literature

When promoting WellNetIQ Products, an Ambassador may only make those claims existing in current Official WellNetIQ Literature for the intended country/market. WellNetIQ may amend its Official Literature from time to time and the Ambassador shall use only current Official WellNetIQ

Literature when promoting the Products.

3.5 Personal Information

Personal information such as the Ambassador ID number, a Ambassador's address, telephone number, etc. will be treated as confidential and will not be used except in connection with WellNetIQ's business, unless required by law. In the event of an emergency, the inquiring party may contact the WellNetIQ Compliance Department, who will advise the Ambassador that someone is attempting to contact him/her.

3.6 Authorisation to Use Name and Likeness

By entering into the Agreement, each Ambassador grants to WellNetIQ and its affiliates and agents the absolute, perpetual and worldwide right and licence to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, his/her name, photograph, likeness, voice, testimony, biographical information, image and other information related to Ambassador's business with WellNetIQ (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio, Internet, or television broadcasts (including cable and satellite transmissions) audio and videotapes on the Internet or in other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. Each Ambassador waives any right to inspect or approve any Publicity Materials including or accompanying his/her Likeness. Each Ambassador further releases WellNetIQ from any liability or obligation that may arise as a result of the use of his/her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander). An Ambassador may withdraw his/her authorization of any use of his/her Likeness that has not already been publicized by providing written notice to WellNetIQ. Ambassadors agree that any information given by Ambassador, including his/her testimonial, is true and accurate.

3.7 Unfair Competition

3.7.1 Restrictions While an Ambassador.

3.7.1.1 No Soliciting WellNetIQ Ambassadors and Customers. An Ambassador is free to participate in other direct selling, multilevel, or network marketing business ventures or marketing

opportunities, including affiliate programs (collectively “Network Marketing”). However, the Ambassador shall not directly or indirectly solicit, recruit, or attempt to solicit or recruit other WellNetIQ Ambassadors, including personally sponsored Ambassadors, Customers, or employees of WellNetIQ to any other Network Marketing business or other opportunity that may alter the business relationship with WellNetIQ. This includes general solicitations on the Ambassador’s social networking site where “friends” include persons who are Ambassadors. It also includes mentioning the Ambassador’s affiliation with another Network Marketing Business and sharing or socializing another person’s post that promotes another Network Marketing Business.

3.7.1.2 No Promoting the WellNetIQ Products and Opportunity with a Competitor’s Products and Opportunity. If the Ambassador participates in another Network Marketing business, the Ambassador agrees that he/she shall operate its WellNetIQ Ambassadorship entirely separate and apart from it. Accordingly, if participating in another Network Marketing business, the Ambassador agrees that he/she: (i) shall not display any non- WellNetIQ Products and Sales Aids with, or in the same location or social media account or same website or other internet presence as, WellNetIQ Products or Sales Aids; (ii) shall not offer any non- WellNetIQ program, opportunity, Product, or service in conjunction with the WellNetIQ opportunity or Products to prospective or existing Customers or Ambassadors; (iii) shall not offer, nor make reference to, explicitly or implicitly, to any non- WellNetIQ opportunity, Products, or services at any WellNetIQ -related meeting, seminar or convention, or within two hours and a five miles (8 kilometers) radius of the WellNetIQ event. If the WellNetIQ meeting is held telephonically or on the internet, any non-WellNetIQ meeting must be at least two hours before or after the WellNetIQ meeting, and on a different conference telephone number or internet web address from the WellNetIQ meeting.

3.7.1.3 Sale of Competing Goods or Services to WellNetIQ Customers and Ambassadors. Notwithstanding subsection 3.7.1.2, during the term of this Agreement, the Ambassador shall not sell, or attempt to sell, any programs, Products, or services to WellNetIQ Customers or Ambassadors that compete with Company Products. Any program, Product, service, or Network Marketing opportunity in the same generic categories as the WellNetIQ Products is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

3.7.2 Restrictions After Termination. For a period of twelve (12) calendar months following termination of the Agreement or such greater period as may be legally enforceable, an

Ambassador may not recruit any other Ambassador or Customer for another Network Marketing business. Ambassador and WellNetIQ acknowledge that because network marketing is conducted through networks of independent contractors in many countries, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provisions herein would render it wholly ineffective. Therefore, each agrees that this non-solicitation provision shall apply to all markets where WellNetIQ ships Products or conducts business, whether through direct selling, e-commerce or otherwise. This subsection shall survive termination of the Agreement. 3.7.2. shall not apply if the clause violates mandatory applicable law in a country.

3.8 Vendor Confidentiality

WellNetIQ business relationships with its vendors, manufacturers and suppliers are confidential. An Ambassador shall not contact, directly or indirectly, speak with, or communicate with any representative or any supplier, manufacturer, or vendor except at a WellNetIQ sponsored event which the representative is present at the request of WellNetIQ.

3.9 Line Switching, Cross Sponsoring, and Enticement

3.9.1 Prohibited Activity.

Maintaining the integrity of the line of Sponsorship in a Ambassadorship organization is fundamental to network marketing. Accordingly, each Ambassador agrees to refrain from engaging in Line Switching, Cross-Sponsoring, Enticement and "Stacking".

3.9.1.1 "Line Switching" means applying for and becoming an Ambassador (a) when already an Ambassador, (b) when holding a Beneficial Interest in another Ambassadorship; and/or (c) when the waiting period in section 2.10 has not passed.

3.9.1.2 "Cross Sponsoring" or "Cross-Line Recruiting" includes Sponsoring to a different line of Sponsorship (a) a current Ambassador, (b) a former Ambassador who is subject to the waiting requirement in section 2.10, or (c) a former Ambassador who has Sponsored or purchased Product while subject to the waiting period in section 2.10.

3.9.1.3 "Enticement" means soliciting, encouraging, offering benefits, or in any way aiding

another Ambassador to Line Switch and/or Cross-Sponsor. Enticement occurs, among other ways, by offering, showing, or explaining Products or the opportunity of another direct selling company to any WellNetIQ Ambassador, whether directly or through social media that the Ambassador knows is frequented by or targeted to other WellNetIQ Ambassadors.

3.9.1.4 "Stacking" is also prohibited. Stacking occurs when Distributors selectively place newly registered Distributors in the Downline in order to achieve rapid advancement and rank in the Compensation Plan. Stacking includes: (a) financially assisting new Distributors for the purpose of maximizing compensation under WellNetIQ's Compensation Plan and placing a new Distributor in a Downline organization with the intent to manipulate the Compensation Plan for financial gain in a manner not intended or permitted.

3.9.2 Fictitious Information.

An Ambassador shall not use a spouse's, relative's, or third-party's name, trade names, assumed or fictitious names, legal entities, false government issued identification numbers, or fictitious ID numbers to circumvent this policy.

3.9.3 Duty to Notify.

Because Line Switching, Cross- Sponsoring, Enticement and "Stacking" can be so detrimental to us and to the Ambassadors involved, every Ambassador has an affirmative obligation to notify the Company as soon as is reasonably possible if he/she knows of or has reasonable grounds to suspect another Ambassador has breached these covenants.

3.9.4 Remedies for Breach.

Should an Ambassador breach these covenants, the Company may take any or all of the actions described in sections 8.2 and 8.3. The Company may also: (i) terminate the Ambassadorships in breach; (ii) terminate the Ambassadorships created as a result of Line Switching (the "Second in Time Ambassadorship"); (iii) impose a monetary fine on any of the Ambassadors involved; and (vi) leave the Ambassadorships enrolled by the Second-in-Time Ambassadorships in place and not change Sponsorship or Placement unless extenuating circumstances and fairness compel otherwise. However, the Company is under no obligation to do so and any move and the ultimate disposition of the organization remains within the sole discretion of the Company. The

Ambassadors, subject to the remedies, waive all claims against the Company that arise from or relate to the disposition of such Ambassadorships.

3.9.5 Unethical Activity.

Each Ambassador agrees to be ethical and professional at all times when conducting its WellNetIQ business activity. Accordingly, the Ambassador agrees that it will not, nor will it encourage or in any way condone others in his/her Downline to participate in unethical activity. Examples of unethical activities include, but are not limited to the following, some of which are further described in the Agreement:

3.9.5.1 Making unapproved claims about the Product;

3.9.5.2 Making unapproved income claims and/or making exaggerated lifestyle statements, photos, videos or social media posts, especially depicting luxury cars, luxury watches, luxury homes, luxury yachts or other luxury accessories;

3.9.5.3 Making false statements or misrepresentation of any kind, including but not limited to: untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of the Products;

3.9.5.4 Making disparaging comments about other Ambassador or the Company;

3.9.5.5 Causing Product sales in Retail Establishments;

3.9.5.6 Using another Ambassador's or third-party's credit card without express written permission;

3.9.5.7 Misusing of Company Confidential Information;

3.9.5.8 Line Switching, Cross-Sponsoring, or Enticement;

3.9.5.9 Failing to comply with the sales and promotional activity requirements;

3.9.5.10 Engaging in unauthorized premarket activity;

3.9.5.11 Violating the rules for conducting business in a Not For Resale market;

3.9.5.12 Personal conduct that discredits the Company and/or its Ambassadors;

3.9.5.13 Violating applicable laws that pertain to the operation of a Ambassadorship;

3.9.5.14 Breaching the Code of Conduct;

3.9.5.15 Breaching the Agreement.

3.10 Conformance to the WellNetIQ Business Model

An Ambassador shall not offer the WellNetIQ opportunity through, or in combination with any other compensation plan or Placement program, other than as specifically set forth in Official WellNetIQ Literature. Further, an Ambassador shall not require or encourage other current or prospective Ambassadors to participate in WellNetIQ in any manner that varies from the program as set forth in Official WellNetIQ Literature. Regardless of a Ambassador's rank, an Ambassador shall not require or encourage other current or prospective Ambassadors to execute any agreement, contract, or membership, other than those offered by WellNetIQ, in order to become a WellNetIQ Ambassador. Similarly, an Ambassador shall not require or encourage other current or prospective Ambassador to make any purchase from, or payment to, any individual or other entity to participate in the WellNetIQ Rewards Plan other than those purchases or payments identified as recommended or required in the Official WellNetIQ Literature and only insofar as they are permissible under the applicable law(s).

3.11 Training Requirement

Ambassadors are encouraged to adequately train the Ambassadors they Sponsor. "Adequate training" shall include, but is not limited to, education regarding the Policies and Procedures, Sales Compensation Plan, Product information, sound business practices, sales strategies, and ethical business behavior. A Sponsor must maintain an ongoing, professional leadership association with Ambassadors in his/her organization and must fulfill the obligation of performing a bona fide supervisory, sales or distributive function on the sale or delivery of Product and services to the ultimate consumer.

3.12 Privacy

Ambassadors must comply with all applicable privacy and data security laws, including security breach notification laws. Ambassadors must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and social security numbers, provided by a retail Customer, prospective retail Customer or other Ambassadors. Ambassadors must hold such information in strict confidence. Ambassadors are responsible for the secure handling and storage of all documents that may contain such private information. Ambassadors must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and Customer data. Appropriate safeguards may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files; or (iv) shredding paper files containing confidential information or Customer data. Ambassadors should retain documents containing such information for only as long as necessary to complete the transaction. Ambassadors should dispose of any paper or electronic record containing Customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (a) shredding; (b) permanently erasing and deleting; or (c) otherwise modifying the Customer data and other confidential information in those records to make it unreadable, unreconstructable, and indecipherable through any means.

3.13 Sales Forces of Other Companies

The Ambassador agrees to refrain from systematically targeting members of another direct selling company to be an Ambassador. If any demand, claim, governmental action, lawsuit, mediation or other legal action is brought against an Ambassador or WellNetIQ alleging that he/she engaged in such prohibited activity, the Ambassador shall indemnify WellNetIQ against all claims, actions, suits, and demands arising from or related to the systematic targeting. Ambassadors may not encourage members of the sales force of another direct sales company to violate the terms of their contract with such company. Ambassadors bear the sole risk and sole liability for such activities, which activities are not endorsed or supported by WellNetIQ.

3.14 Reporting Policy Violations

Ambassadors observing a policy violation by another Ambassador should submit a written report of the violation to the Compliance Department of WellNetIQ, either through fax, postal delivery or email. Such documents must bear the Ambassador's signature and UserID. Anonymous complaints will not be accepted under any condition. No telephone calls will be accepted with such matters, as documentation must be presented in writing or via E-Mail from both the complaining party(ies) and ultimately from the individual(s) cited for the policy violation. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be included in the report.

SECTION 4 — CHANGES IN THE OWNERSHIP OF AN AMBASSADORSHIP

4.1 Succession Upon Death or Incapacity

4.1.1 Policy and Procedure.

Upon the death of an Ambassador, the Agreement and an Ambassador's rights therein shall pass to his/her lawful heir(s) as provided by law so long as the heir otherwise qualifies to be an Ambassador. However, WellNetIQ will not recognise such transfer until the heir has submitted a completed business transfer form to WellNetIQ reflecting the new ownership, together with a certified copy of the death certificate and a lawful will or trust or court order designating the lawful heir. Upon satisfaction to the Company that a transfer is appropriate, the Ambassadorship shall be transferred to the heir. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other Ambassador.

4.1.2 Beneficial Interest.

The transfer of an Ambassadorship in this subsection is subject to the Beneficial Interest policies in section 2.2, except that an heir who is the transferee and already an Ambassador may elect which Ambassadorship to operate. The election must be made within 30 days of notifying Compliance. Upon notification, Compliance will terminate the Ambassadorship not elected. However an Ambassador only, upon attaining the position of a Diamond in the Sales Compensation Plan for more than 365 consecutive days and upon execution of a separate Executive Agreement, shall be authorized to transfer his position as provided in the Executive

Agreement.

4.1.3 Companies.

Where an Ambassador is a company, and that company's sole owner dies, and unless adjudicated otherwise by a court, the transfer of the company's Ambassadorship to the heir(s) lawfully entitled to the interest in the company shall be pursuant to section 4.1.1.

4.1.4 Incapacitation.

If an Ambassador is incapacitated and cannot operate his/her Ambassadorship, the Company will recognize the Ambassador's authorized agent to operate the Ambassadorship during the incapacity. To do so, the authorized agent must provide satisfactory proof of the Ambassador's incapacity and satisfactory proof of his authority to act for the incapacitated Ambassador (e.g., a durable or springing power of attorney) that is authentic and which the Company can verify as lawful.

4.2 Divorce or Dissolution

4.2.1 Requirements.

During the pendency of divorce or entity dissolution, both parties must adopt one of the following methods of operation:

4.2.1.1 One of the parties may, with written consent of the other(s) and with WellNetIQ, operate the WellNetIQ Ambassadorship, agreeing to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee; or

4.2.1.2 The parties may continue to operate the WellNetIQ Ambassadorship jointly on a business-as-usual basis, whereby all compensation paid by WellNetIQ will be paid in the same manner it was paid prior to the pending divorce or dissolution.

4.2.2 Commission Payments.

WellNetIQ will not split Commissions between divorcing spouses or members of dissolving entities, but will pay earnings in the usual manner. In the event that parties of a divorce or a

dissolution proceeding are unable to resolve a dispute over the disposition of Commissions and ownership of the Ambassadorship, the Ambassador Agreement and payments shall not change until ordered by a court or agreed afterwards of competent jurisdiction. Recognition and awards will be conducted by the Company in accordance with the past practices for the Ambassador, unless extra-ordinary circumstances require a different approach, which shall be determined in the sole discretion of the Company. In the event of an internal dispute regarding the consequences of separation, divorce, dissolution, or other termination with respect to the contractual partnership with WellNetIQ, WellNetIQ reserves the right of extraordinary termination (termination without notice) if such dispute results in a neglect of the Distributor's duties, a violation of these General Terms and Conditions of Contract, a violation of applicable law, or an unreasonable burden on the downline or upline.

4.2.3 6-Month Waiting Rule. If a former spouse has completely relinquished all rights in the Ambassadorship in a divorce and pursuant to the divorce decree, he/she must wait six (6) calendar months before applying for a new Ambassadorship. The Company may waive all or some of the waiting period, at its sole discretion. Should the Company waive all or some of the waiting period, the former spouse, who has completely relinquished all rights in the Ambassadorship, shall be placed as a direct sponsor to the jointly held Ambassadorship. In the case of a legal entity dissolution, those holding a Beneficial Interest in the legal entity must wait six (6) calendar months from the date of the final dissolution before re-enrolling as an Ambassador. In either case, however, the former spouse or business affiliate shall have no rights to any Ambassadors in his/her former organization or to any former Customer and must develop the new business in the same manner as would any other new Ambassador.

4.3 Transfers Involving a Spouse or a Closely Held Company

4.3.1 Individuals.

An Ambassador who is an individual may transfer his/her interest (and the spouse's interest, if applicable) to a legal entity that is one hundred percent (100%) held by one or both spouses. (Example: Mr. A is the sole name on an Ambassadorship. He may transfer his rights to XYZ, LLC if he (and his wife) is the sole shareholder, officer, or director of XYZ, Inc.)

4.3.2 Company.

An Ambassador that is a legal entity and one hundred percent (100%) owned by an individual and/or his spouse may transfer its interest to the individual and/or the spouse. Example: XYZ, Inc. is one hundred percent (100%) owned by Mr. A. The Ambassadorship is in the name of XYZ, Inc. XYZ, Inc. may transfer its interest to Mr. A (and to Mrs. A, on the same account).

4.3.3 Transfer Requirements.

To accomplish a transfer, the Ambassador must submit an amended Ambassador Application and,

4.3.3.1 if adding a spouse, a copy of their marriage certificate;

4.3.3.2 if removing a spouse, a notarized copy of the signatures of both spouses authorizing the removal;

4.3.3.3 if transferring to a legal entity, a certificate of good standing from the state of organization and a copy of its charter documents showing all the interest holders and management; or

4.3.3.4 if transferring from a legal entity to the individual and/or individual and spouse, an authorizing statement signed by an officer or director of the legal entity and signed by the individual (and spouse, if applicable).

4.4 Change in Form of a Legal Entity

An Ambassador that is a legal entity and desires to change to another type of legal entity may do so as long as the Beneficial Interests in the legal entity do not change. All Beneficial Interest holders of the former legal entity must confirm with a notarized or other form of authenticated signature that they agree to the change. Also, an amended Ambassador Agreement must be submitted by the new legal entity with a notarized resolution of the new legal entity that it assumes the Agreement and all existing liabilities it may have with us. A processing fee will be charged (see Appendix A.14). Members of the former entity are jointly and severally liable for any indebtedness or other obligation to WellNetIQ that arose before the change or amendment or transfer.

4.5 Limitations

Changes within the scope of subsections 4.1, 4.2, 4.3, and 4.6 shall not include a change of Sponsorship and are subject to a fee (see Appendix A.14). If the change involves a change in the Beneficial Interest of an Ambassadorship, the change is subject to the right of first refusal rules in subsection 4.7.

4.6 Transfer or Sale of an Ambassadorship

4.6.1 Policies.

WellNetIQ discourages the sale of Ambassadorships, the transfer of partial interests in Ambassadorships, and the practice of partnering as a subterfuge for transferring interest. If an Ambassador wishes to sell, transfer, or assign (hereinafter in this section “transfer”) his/her whole or partial interest in a WellNetIQ Ambassadorship, then,

4.6.1.1 the transfer is subject to the Right of First Refusal rules in section 4.7; and

4.6.1.2 no changes in line of Sponsorship can result from the transfer; and

4.6.1.3 the selling Ambassador may not reapply to become a Ambassador under another Sponsor until the waiting period described in section 2.10 has passed; and

4.6.1.4 if approved, the buying Ambassador must submit a new Ambassador Application and Agreement along with a completed Business Transfer Form according to the instructions on the form.

4.6.2 Companies. Changes in the Beneficial Interest holders of a legal entity, whether by addition or replacement (but not removal or resignation) of a shareholder, director, officer, manager or member, are deemed to be a transfer of interest and are therefore subject to the right of first refusal procedures in section 4.7.

4.6.3 Reserved Rights. Notwithstanding anything herein to the contrary, any transfer of a Sponsor or downline Ambassador(s) from his or her current position will only be made if WellNetIQ deems it to be in the best interests of its business, as determined by WellNetIQ in its sole discretion. Ambassadors waive all claims against the Company that arise from or related to the decision upon

such circumstance.

4.7 Right of First Refusal (RFR)

All offers for the sale or transfer of ownership of an Ambassadorship are subject to the rights of first refusal as described herein, except that it shall not apply to transfers made pursuant to sections 4.1, 4.2, and 4.3.

4.7.1 Procedures.

If an Ambassador receives a Good Faith Offer (as hereinafter defined) to purchase his/her interest in an Ambassadorship, the Ambassador shall first offer to sell such interest to WellNetIQ on the same terms and conditions contained in the Good Faith Offer. The Ambassador shall deliver the Good Faith Offer in writing to WellNetIQ, and WellNetIQ shall have fifteen (15) business days in which to accept the offer. A "Good Faith Offer" is an arm's length written offer to purchase the Ambassadorship rights and obligations by a Person that is not an Ambassador, which WellNetIQ, in its sole discretion, determines to be a legitimate offer. Evidence of a legitimate offer may include, but is not limited to, cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such Ambassadorship rights and obligations.

4.7.2 This section shall apply to each new Good Faith Offer received by the Ambassador.

4.7.3 Compliance Department Approval.

The seller and buyer must submit the following to the Compliance Department for review and approval i) a fully signed purchase and sale agreement between the buyer and seller; ii) a completed and signed Ambassador Application and Agreement from the Buyer; and iii) a completed Sales/Transfer form. WellNetIQ may request additional documentation that may be necessary to analyze the transaction between the buyer and seller. The Compliance Department will, in its sole and absolute discretion, approve or deny the sale, transfer or assignment within three (3) business days after its receipt of all necessary documents from the parties. Ambassadors waive all claims against the Company that arise from or related to the decision upon such circumstance.

4.7.4 Voidable Sales; Assumption of Obligations; Waiting Period.

If the seller transfers or attempts to transfer his or her Ambassadorship upon terms different than those set forth in the offer to WellNetIQ, such transactions shall be voidable at WellNetIQ's option. Further, if the parties fail to obtain WellNetIQ's approval for the transaction, WellNetIQ may refuse to recognize the transaction.

SECTION 5 — PROMOTING THE WellNetIQ PRODUCTS AND OPPORTUNITY

5.1. Product Sales

5.1.1 Sales Presentations.

At sales presentations, Ambassadors shall truthfully identify themselves, the WellNetIQ Products, and the purpose of their business to prospective Customers. Ambassadors may not use any misleading, deceptive, or unfair sales practices. Explanation and demonstration of Products offered shall be accurate and complete in all aspects, including, but not limited to, price, terms of payment, refund rights, guarantees, and after-sales services and delivery.

5.1.1.1 Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness. Ambassadors must immediately discontinue a demonstration or sales presentation upon the request of the consumer.

5.1.1.2 Ambassadors shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers and shall not exploit a Customer's age, illness, lack of understanding or lack of business and/or language expertise.

5.1.1.3 Ambassadors shall not directly or by implication disparage any other company or Product. Ambassadors shall refrain from using comparisons that are likely to mislead and that are incompatible to the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated.

5.1.1.4 When renting a facility for a meeting, any fee charged to attending Ambassadors and their guests shall be limited to what is reasonably necessary to cover the direct costs of the meeting. Such meetings are not intended to provide a profit to Ambassadors.

5.1.1.5 Sales presentations must limit content that is specific to WellNetIQ Products and the opportunity.

5.1.2 Suggested Retail Price. WellNetIQ provides a suggested retail price as a guideline for Ambassador's retail sales. An Ambassador should in her or his own interest avoid to advertise any price below the wholesale price; however, an Ambassador may privately negotiate and sell WellNetIQ Products to his or her Customers at any price upon which they agree.

5.1.3 Sales Receipt. Upon making a face-to-face sale, the Ambassador will provide its Retail Customer a completed sales receipt. Ambassadors shall also retain copies of their sales receipts from such sales for not less than three (3) years or any length of time that is in accordance with the applicable legislation.

5.1.3.1 WellNetIQ may at its discretion conduct random and targeted audits of Ambassadors to determine their compliance with this subsection. WellNetIQ may also contact the Retail Customers to verify the sales.

5.1.3.2 Ambassadors who fail such audits shall be subject to remedial actions, to include those described in sections 8.2 and 8.3.

5.2. Claims

This section describes Product and opportunity claims that an Ambassador may make, and the limitations. It also explains the types and methods of advertising the Ambassador may use in building a WellNetIQ business.

5.2.1 Product Claims. An Ambassador may make claims about the Products that are in the Official WellNetIQ Literature of the country for which it is approved. An Ambassador shall not make claims about the Product that are not in the Official WellNetIQ Literature.

5.2.2 The Opportunity, Lifestyle and Income Claims. Ambassadors must truthfully and fairly describe the WellNetIQ Sales Compensation Plan and meet the ruling set in 3.9.5.2.

5.2.2.1 No past, potential or actual income claims may be made to prospective or current Ambassadors, nor may Ambassadors use their own incomes as indications of the success assured to others.

5.2.2.2 Ambassadors may not display Commission payments or make specific income claims or representations when recruiting or otherwise representing the opportunity.

5.2.2.3 Images of cash awards shall not be posted online by Ambassadors, or otherwise used to promote the opportunity.

5.2.3 Permitted Claims. Lifestyle and income claims arising from the Sales Compensation Plan shall be in strict accordance with the official and current WellNetIQ literature.

5.3. Advertising Materials

Because many aspects of the WellNetIQ opportunity and the Products are regulated, compliance with advertising laws is important. The Company makes every effort to comply with advertising law and expects the same from each Ambassador.

5.3.1 Use of Approved Materials.

Only Official WellNetIQ Literature may be used in presenting WellNetIQ Products and/or the WellNetIQ Rewards Plan and opportunity. WellNetIQ literature may not be duplicated or reprinted without prior written permission from the WellNetIQ Compliance Department. For approval mail, fax or email a copy of the proposed advertising material to the WellNetIQ Compliance Department.

Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the new material must be submitted for approval. Ambassadors should allow forty-eight (48) hours from receipt for processing.

5.3.2 Electronic Advertising.

Only WellNetIQ approved materials may be used in the Placement of any advertising in any print, radio, television, internet, electronic or other media. Banners, trade show materials, and other related promotional material must be approved in advance and in writing by WellNetIQ. Items on the corporate website and the replicating website may be downloaded for promotional purposes. However, an Ambassador may give away free product for promotional purposes.

5.4. Trademarks and Copyrights

5.4.1 Ownership.

The WellNetIQ name and the name of all Company Products, services and programs are the trademarks of, and are owned by, the Company. The Company also licenses rights to names of, and ingredients found in certain Company Products (Third-party Marks). The Company commits significant resources to the application, maintenance, and preservation of its trademarks and copyrights.

5.4.2 Authorized Use.

Ambassadors may use the trademarks and Third-party Marks only when authorized in writing. An Ambassador may not use Company names or trademarks, names, logos, e-mail addresses, trade dress or trade names, or any distinctive phrases used by the Company or Third-party Marks to promote the Ambassador's WellNetIQ business without the Company's written permission. If such permission is granted, then as the Company changes or abandons any of the trademarks or trade names, the Ambassador agrees to also change or abandon such trademarks or trade names. To protect the Company's rights, an Ambassador may not obtain, through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to WellNetIQ's names, trademarks, logos, or trade names and those of WellNetIQ's Products. Unlawful use of any trademark that is not owned or licensed by WellNetIQ is strictly prohibited. When an Ambassador has been authorized to develop and sell swag, he or she may use WellNetIQ trademarks if authorized in writing; however, they shall not sell the swag for more than cost.

5.4.3 Unauthorized Registrations.

Ambassadors may not use or attempt to register with a government or private agency (including any Internet domain registration service) any Company trade names, trademarks, service marks, copyrights, Product names, or the WellNetIQ name or any derivative thereof.

5.4.4 Rights of Usage.

Ambassador acknowledges that any licence received from the Company to use WellNetIQ's trademarks and copyrighted materials is non-exclusive. Ambassador expressly recognises that any

and all goodwill associated with the trademarks and copyrighted materials (including goodwill arising from Ambassador's use) inures directly and exclusively to the benefit of WellNetIQ and is the property of WellNetIQ and that, on expiration or termination of the Agreement, no monetary amount shall be attributable to any goodwill associated with Ambassador's use of the trademarks or copyrighted materials.

5.4.5 Damages.

Ambassadors are liable to WellNetIQ for any damages arising out of their misuse of WellNetIQ's trade names, trademarks, service marks, copyrights and other intellectual property rights, in any form, except as specifically authorised by these Policies and Procedures or as otherwise approved in writing by WellNetIQ.

5.4.6 Copyrights.

All of the Company's literature, CD's, Videos, Webinar-Copies, , Internet web site material, other company materials and content and programs are copyrighted by the Company. The use of the before mentioned is only within the contractual purpose and fame allowed and a duplication or similar only by obtaining the Company's prior written consent.

5.5. Others Uses and Means of Advertising

5.5.1 Identifying Independent Contractor Status.

Any use of a WellNetIQ tradename or trademark in an advertisement must clearly indicate that the Ambassador is an independent Ambassador of the Company.

5.5.2 "Toll Free" Telephone Number Listings.

WellNetIQ Ambassadors are not permitted to list their "toll free" telephone numbers under the WellNetIQ trade name.

5.5.3 Imprinted Checks.

WellNetIQ Ambassadors are not permitted to use the WellNetIQ trade name or any of its trademarks on their business or personal checking accounts.

5.5.4 Imprinted Business Cards or Letterheads.

WellNetIQ independent Ambassadors are not permitted to create their own business cards or letterhead with the use of the WellNetIQ name or trademark without written approval from WellNetIQ.

5.6. Internet and Website Advertising

5.6.1 WellNetIQ Replicated Websites.

Except as described in this subsection, only WellNetIQ's replicated website program may be used for advertising and selling the WellNetIQ Products or opportunity on websites. The replicated websites should link seamlessly and directly to the official WellNetIQ website, giving the Ambassador a professional and WellNetIQ -approved presence on the Internet.

5.6.2 No Unauthorized Websites.

No Ambassador may authorize, own, or use a website (except as described herein), or use the names, logos, or Product descriptions of WellNetIQ therein to promote (directly or indirectly) the WellNetIQ Products, opportunity or services on a website. Online third-party retail sales platforms (e.g., Amazon, Alibaba.com, Allegro, etc.) and auction sites (eBay) and Social Media sites (e.g., Facebook Marketplace, Wish, etc.) are not authorized channels of distribution and shall not be used to sell WellNetIQ Products.

5.6.3 Training Website.

An Ambassador must achieve the rank of Diamond Ambassador in order to apply for permission to operate a training website, which may include a lead generation service. An Ambassador must enter into a website agreement before launching a training website. See the Training Website License and Procedure Form in WBO.

5.6.4 Websites.

Products sold on the Internet, whether on a retail site as described herein or on another website approved by WellNetIQ, shall be sold and advertised in accordance with the terms of these Policies and Procedures. An Ambassador must enter into a website agreement and receive

approval from the Company's Compliance Department in order to operate a website that is not a Training Website. See the Ambassador Website License and Procedure Form in WBO. Receipt of approval must occur before launching the website or making revisions. Such websites are prohibited from selling product through a private shopping cart.

5.6.5 Social Media.

Ambassadors may use social networking sites, blogs, and other social media and applications and other sites that have content that is based on user participation and user generated content, forums, message boards, blogs, wikis and podcasts (e.g., Facebook, Twitter, Instagram, Tiktok, Flickr etc.) (collectively, "Social Media") to (1) communicate preliminary information about WellNetIQ or the Ambassador's involvement with the Company, (2) direct users to a Company website or an approved Ambassador website; and (3) post Official Company Materials authorized for posting. In the event that WellNetIQ deems any content posted pursuant to this subsection inappropriate for whatever reason, the Ambassador shall remove the content within 24 hours or less. Ambassadors are not permitted to use any Social Media platform to directly sell WellNetIQ Products. (e.g., Facebook Marketplace, Wish, etc.).

5.6.6 Additional Requirements.

If the Company grants prior written approval to an Ambassador to use a website or other forms of advertising via the Internet for promoting the Products or Opportunity in any way, a Ambassadors must abide by the guidelines in the written approval, as well as the following:

5.6.6.1 Ambassadors shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell Products or services or Sponsor Ambassadors;

5.6.6.2 Ambassadors, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used and shall otherwise comply with all privacy and personal data protection laws and regulations;

5.6.6.3 Ambassadors shall never use or share personal information collected on-line, unless the use is in accordance with the Agreement. Ambassador shall provide individual consumers with an

opportunity to prohibit the dissemination of such information, and if any consumer requests that his/her personal information not be shared, Ambassadors shall refrain from sharing such information;

5.6.6.4 Ambassadors shall provide individual consumers the option to terminate any further communication between the Ambassador and the consumer and if any consumer requests that an Ambassador cease communication, the Ambassador shall immediately stop communicating upon such request;

5.6.6.5 Ambassadors must abide by all laws and regulations regarding electronic communications;

5.6.6.6 Ambassadors may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed;

5.6.6.7 Ambassadors may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; and

5.6.6.8 Ambassadors may not, directly or indirectly, send bulk, unsolicited e-mails to persons with whom they have no prior or existing personal or business relationship.

5.6.6.9 Ambassadors must be easily recognizable by his/her full name (anonymous postings or postings made under a pseudonym are prohibited) when using the Social Media as well as when using E-Mail or Newsgroups advertising in accordance with 5.6.8.

5.6.7 Internet Domains. A Ambassador shall not use or register the trademarks, trade names, or product names of WellNetIQ or any derivative or abbreviation thereof as a domain name, social media account name, or email address.

5.6.8 Email and Newsgroup Advertising.

Ambassador emailing, or employing the services to email, unsolicited and unapproved email flyers are fully responsible for all information regarding the Product and marketing program which is not expressly contained in advertising and promotional materials supplied directly by WellNetIQ.

“Spamming”, as well as telephoning or in any way communicating, without compliance with various laws is strictly prohibited. Ambassadors shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Ambassadors shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Ambassadors shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, or chain letters. Users of the WellNetIQ website will not participate in any activity that will restrict or inhibit any other user from using and enjoying the website. Per section 5.4, WellNetIQ trademarks shall not be used by Ambassadors in email addresses (e.g., wellnetiqdiamondmaker@getrich.com).

5.6.9 Recordings.

Ambassadors shall not produce or reproduce WellNetIQ produced audio or video materials detailing the WellNetIQ opportunity or Products. Ambassadors shall not audiotape in any manner any WellNetIQ meeting, event, or conference nor shall they post such recordings online in any social media forum.

5.6.10 Telephone Answering.

Ambassadors may not answer the telephone or create recordings saying “WellNetIQ” or anything similar that could lead the caller to believe that he/she has reached the Corporate Office of WellNetIQ.

5.6.11 Communication Systems.

WellNetIQ maintains a messaging system for use by Ambassadors. This system is a tool intended to promote communication with downline organisations. Under no circumstance shall an Ambassador use the WellNetIQ communication system to promote the sale of other services and Products or any non- WellNetIQ program or opportunity.

5.7. Permitted Channels of Sale; Retail Establishments; Service Establishments

5.7.1 Service Establishments.

An Ambassador may, upon approval by the WellNetIQ Compliance Department, offer Products through channels of trade set forth in the Agreement, including service establishments such as gyms, hair salon, professional offices and similar establishments, so long as they are not a large chain, defined as three or more facilities in the chain. There shall be no advertising signage on the exterior of the establishment. Interior signage must include that the Products are being offered by an independent Ambassador of WellNetIQ. The refund policy shall apply to all sales and each sale shall be concluded with a Sales Receipt, which is found in the WellNetIQ Backoffice. The Products may not be repackaged and servings from open containers may not be made in such establishments, however, free samples may be offered.

5.7.2 Prohibited channels.

Prohibited channels of trade include retail establishments. A retail establishment is any fixed location where the primary business is to sell Products to the public.

5.8. Endorsements

No endorsements by any third parties may be alleged, except as expressly communicated in WellNetIQ literature and communications. However, an Ambassador may use before and after images of himself or of family members or of third parties if the family members and third parties provide consent. Conditions for the “after” image must be as close to the “before” image, as possible. In other words, the lighting, angle, facial expression, makeup, clothing, etc., should be as identical as possible. Also, the Ambassador must include the date of each image, or the number of days between the images. The images may not be altered or filtered. The Ambassador must include a statement with the before and after images that he/she is an independent Ambassador of WellNetIQ.

5.9. Trade Shows

5.9.1 Ambassadors may promote, display and sell WellNetIQ products and opportunity at approved trade shows, professional expositions, events, markets and other public forums. Before holding space or submitting a deposit to event organizers, Ambassadors must first obtain approval from WellNetIQ to ensure that no other Ambassador has confirmed their attendance at the event.

5.9.2 Approval will be granted for up to three separate booths operated by Ambassadors. Approval will be given in the order applications are received. Approval will only be granted for the event and dates specified, unless the event is a regular, ongoing market, in which case 'ongoing' approval is granted until cancelled or revoked. Any requests to participate in future events must again be submitted for approval. Prior attendance at an event will not guarantee approval of the Ambassador's future attendance for any event.

5.9.3 The Ambassador must use approved signage, literature, promotional material and advertising at events. Ambassador must clearly indicate he/she is an Independent WellNetIQ Ambassador. Ambassadors are required to operate exclusive WellNetIQ stands at events meaning that no other product or service can be offered at the stand.

5.9.4. WellNetIQ does not provide liability or other insurance coverage that is sometimes required to participate in such events. Such coverage, if necessary, is the responsibility of the Ambassador. WellNetIQ does have global product liability insurance and this is not the responsibility of Ambassadors.

5.10. Product Care and Quality Controls

5.10.1 Ambassador shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, QR code, batch or lot code, or other identifying information on Products or their packaging is prohibited. Ambassador may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. In addition to the restrictions in 3.7.1, Ambassador shall not advertise, market, display, or demonstrate non- WellNetIQ products together with WellNetIQ Products in a manner that would create the impression that the non- WellNetIQ products are made by, endorsed by, or associated with WellNetIQ.

5.10.2 Product Storage and Handling. Ambassador shall exercise due care in storing and handling the Products, store Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with any additional storage guidelines specified by WellNetIQ from time to time.

5.10.3 Product Inspection. Promptly upon receipt of the Products, Ambassador shall inspect the Products for damage, defect, or other nonconformance (collectively, “Defects”). Ambassador shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Ambassador shall not sell any Products that are expired. If any Defects are identified, Ambassador must not offer the Product for sale, and must promptly report the Defect to WellNetIQ by contacting the Company through Ambassador Service channels (provide phone and email).

5.10.4 Recall and Customer Safety. To ensure the safety and well-being of the end-users of the Products, Ambassador shall cooperate with WellNetIQ with respect to any Product recall or other consumer safety information dissemination effort, including, but not limited to, contacting the Ambassador’s Retail Customers.

5.11. Media Interviews

Ambassadors are prohibited from granting radio, television, newspaper, tabloid, Internet, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize WellNetIQ, its Products or their WellNetIQ businesses, without the express prior written approval of WellNetIQ. All media inquiries should be referred to WellNetIQ’s corporate office through press@wellnetiq.com.

SECTION 6 — COMMISSIONS, BONUSES AND OTHER REWARDS

6.1. Eligibility and Payment

6.1.1 Earnings.

An Ambassador is eligible to be paid Commissions and granted rewards pursuant to the currently published Sales Compensation sPlan and if he/she is not in breach of the Agreement and has otherwise complied with the requirements. Commissions and bonuses are paid ONLY on the sales of WellNetIQ Products. No bonuses are paid on the purchases of any sales material, sales aids or the recruitment of Ambassadors.

6.1.2 No Earning Guarantee.

Each Ambassador is neither guaranteed a specific income nor assured any level of profit or

success. His/her profit and success can come only through the successful retail sales, use, and consumption of Products and the activities of other Ambassadors in their downline.

6.1.3 Payment. WellNetIQ pays Commissions within thirty (30) days following the close of a Commission period. Bonuses from promotions will be paid within the period stated in the promotion's terms. For company accounts, we will pay to the company listed on the account; otherwise WellNetIQ will pay to the primary account holder. Without prejudice to the Company's right of termination, WellNetIQ may suspend or revoke payment if a Ambassador is in breach of any term or condition of the Agreement. WellNetIQ may also debit the Ambassador's account or withhold payable Commissions if money is owed.

6.1.4 Adjustments to Commissions. When a Product is returned to WellNetIQ for a refund, the Commissions and Bonuses attributable to the returned Product(s) will be deducted from the Commission Month in which the refund is given, and continuing every pay period thereafter until the Commission and/or Bonus is recovered from the Ambassadors who received Commissions or Bonuses on the sales of the refunded Products.

6.1.5 Errors or Questions. If an Ambassador has questions about or believes any errors have been made regarding Commission and Bonus calculations, charges, or offsets, the Ambassador must notify the Company in writing within sixty (60) days of the date of the purported error or incident in question. WellNetIQ will not be responsible for any errors, omissions, or problems not reported within sixty (60) days.

6.1.6 Minimum Commission Payment Amount. Commissions will be paid only after the total in a commission period is EUR 25 or more. Until such time, commissions will be entered to escrow until the payment total is EUR 25 or more.

6.1.7 Processing Fees. A fee may be assessed for each commission payment issued by WellNetIQ to an Ambassador (see Appendix A.14). Also, WellNetIQ may charge a processing fee for special services requested by the Ambassador (e.g., special reports - WellNetIQ may charge an hourly fee with a one hour minimum or a flat fee).

6.1.8 Unclaimed Commission Payments. Should an Ambassador fail to claim commissions paid to him/her pursuant to the Agreement, WellNetIQ will charge a fee for each notice that is sent to

the Ambassador advising that the property has not been claimed. The fee amounts are in Appendix A.14.

6.1.9 Dormancy Fees. A monthly dormancy fee (see Appendix A.14) will be charged for the following:

6.1.9.1 All outstanding Commissions that have not been withdrawn from the Ambassador's virtual wallet (Account Payables/Receivables) within six (6) months of issuance;

6.1.9.2 Commissions in an Ambassador's wallet when there has been no activity in the wallet for a period of six (6) months;

6.1.9.3 Pending Commission payments that are delayed for a period of six (6) months due to the action or inaction of a Ambassador.

6.1.9.4 The fee will be charged monthly on each outstanding Commission payment. The dormancy fee cannot reduce the Commission below \$0.

6.2. Commission/Bonus Buying Prohibited

Buying Product in one's downline in order to earn greater Commissions, bonuses, and other rewards or to advance in rank is strictly and absolutely prohibited. Bonus buying includes:

6.2.1 the enrollment of individuals or companies without the knowledge of and/or execution of a Ambassador Application by such individuals or companies;

6.2.2 the fraudulent enrollment of an individual or company as a Ambassador or Customer;

6.2.3 the enrollment or attempted enrollment of non-existent individuals or companies as Ambassadors or Customers ("phantoms");

6.2.4 purchasing Products on the account of another Ambassador or Customer,

6.2.5 purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or

6.2.6 any other mechanism or artifice to qualify for rank advancement, incentives, prizes, or

bonuses that is not driven by bona fide Product purchases by end users.

SECTION 7 –PRODUCT ORDERING & SHIPPING

7.1. Ordering

7.1.1 Purchase at Discount. Ambassadors are entitled to purchase Products from WellNetIQ at a price discounted from the retail price. All WellNetIQ Products and literature prices are subject to change without prior notice.

7.1.2 Direct Purchases. A WellNetIQ Ambassador should purchase Product directly from WellNetIQ. In the event that an Ambassador obtains Product from his/her Sponsor or upline Ambassador's personal inventory, the Commissions associated with the purchase will be attributed to the Sponsor or upline Ambassador who purchased the Product.

7.1.3 Purchase Limits. The WellNetIQ opportunity is built on selling Products to end consumers. An Ambassador's primary opportunity is to develop and maintain Customers. The Company also allows the purchase of Product to use for building their business and for personal consumption. An Ambassador agrees to not purchase more Product than what he can resell to his Customers or otherwise personally use as permitted herein within a reasonable period of time.

7.1.4 Seventy Percent Rule. Ambassadors are neither required to purchase nor required to carry any amount of inventory of Products. For those Products purchased by an Ambassador, the Ambassador shall personally sell, consume, or use for business building at least seventy percent 70% of the Product from every order placed with the Company prior to placing another order. The Ambassador agrees to validate his/her compliance if requested by the Company or a governmental agency.

7.1.5 Back Orders. Should any WellNetIQ Product or sales material be unavailable for any period of time, WellNetIQ Ambassadors will be given the option of placing the order(s) and waiting for availability or cancelling the order with full reimbursement without penalties until those items are ready for shipping.

7.1.6 No Stockpiling. The success of WellNetIQ depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. WellNetIQ recognises that

Ambassadors may wish to purchase certain Products in reasonable quantities for their own use, for inventory purposes and for the purpose of provisioning new Ambassadors as they are Sponsored.

7.2. Credit Card Purchases

7.2.1 Limitations. Credit card purchases may only be made by the individual whose name and address is on the credit card. Any Ambassador who uses another individual's credit card to pay for purchases should submit a credit card authorisation form to WellNetIQ with the order prior to placing the order. WellNetIQ considers unauthorised credit card use as fraudulent and may report such actions to the proper authorities for settlement.

7.2.2 Chargebacks. Under no circumstance will any Ambassador charge back any credit card purchase. Any Ambassador who does so will be deemed to have voluntarily resigned his or her Ambassadorship and the Agreement will terminate. If an erroneous charge is applied to the Ambassador's credit card, the Ambassador should immediately contact WellNetIQ to initiate an investigation and potential refund.

7.3. Shipping

7.3.1 Ambassador Responsibilities. It is the ordering Ambassador's sole responsibility to indicate (a) the method and means of shipping; and (b) destination address. The methods available are stated on each order form and on the WellNetIQ website along with prepaid costs for shipping.

7.3.1.1 WellNetIQ will only accept street addresses for shipping purposes.

7.3.1.2 Orders will be shipped via contracted and reliable carriers so that they may be tracked and, if necessary, replaced in a timely manner. WellNetIQ shall not be held liable for unsuccessful deliveries due to limitation arisen from the address indicated by Ambassador

7.3.2 Costs. [reserved]

7.3.3 Risk of Loss and Passage of Title.

Risk of loss and passage of title with respect to Products purchased and sold hereunder shall pass to Ambassador at the time that the Products are made available for pick-up at WellNetIQ's

warehouse or when delivered to Ambassador pursuant to the terms of the order via contracted carriers.

7.3.4 Damaged Shipments.

If Product appears damaged delivery, an Ambassador should accept delivery and before the driver leaves, document on the delivery receipt the number of boxes which appear to be damaged and if possible, take pictures to use as evidence, save the damaged Product and box(es) for inspection by the shipping agent, make an appointment with the shipping company to have the damaged goods inspected, and if necessary, file a claim with the shipping company and notify the Customer Service Department of WellNetIQ.

7.3.5 Short Shipments.

WellNetIQ takes pride in fulfilling orders in an accurate and timely manner. However, in those rare instances where errors may occur, a correction will be handled quickly to avoid further delay to the recipient. Ambassadors must report any damages immediately, i.e. legally within ten (10) business days following receipt of shipment. Once notified and verified, WellNetIQ will ship missing items to the address on the original order.

7.3.6 Undeliverable Orders.

7.3.6.1 Should the receiving party of an order shipped from WellNetIQ refuse delivery without justification and the shipment is returned to WellNetIQ, the ordering Ambassador's status will be made "suspended" pending resolution of the delivery refusal. Return delivery charges will be deducted from the Ambassador's account.

7.3.6.2 In the event that a package is returned due to an Ambassador's error, or if the package was not picked up in a timely manner and returned, WellNetIQ will charge the Ambassador the shipping costs.

7.3.7 No "Holding" Shipments.

WellNetIQ will not "hold" orders or delay shipment of Products that have been processed. Once payment has been received, all orders must be released for shipping.

7.3.8 No Consignments.

In order to protect the WellNetIQ business and the integrity of WellNetIQ, WellNetIQ Products may not be delivered to a WellNetIQ Ambassador or another party on consignment. Only authorised WellNetIQ Ambassadors may sell WellNetIQ Products.

7.3.9 Product Abandonment.

An order transaction is considered complete only when the order has been paid for and delivery method has been satisfied. If these conditions are not met within ninety (90) days from the date of order, the Company reserves the right to determine the final outcome of the order and the Ambassador releases the Company from any further obligation or liability for the outcome.

7.3.10 NFR Orders.

7.3.10.1 WellNetIQ shipping charges for international Not For Resale (NFR) orders cover delivery to the purchaser's door, but do not include other charges which may be incurred at the destination country such as (but not only) handling, documentation, quarantine fees, duties, taxes, storage costs etc. These charges must be paid by the ordering Ambassador as required.

7.3.10.2 Shipments coming from overseas are duty-free, meaning that WellNetIQ does not collect the taxes and duties. Depending on country where this is being ordered from, these may be collected at the ordering Ambassador's locale by their local government authorities upon arrival in their market. Such fees are determined locally and WellNetIQ has no influence over them, or financial interest in them. Unless a country has a specific agreement and/or tax-free threshold amount, taxes on duty-free items will usually need to be paid before release of products, and may usually be paid in the local currency.

7.3.10.3 Countries designated as NFR markets by WellNetIQ do not have registered products within the country. Products shipped there are for personal use only. Reselling and distributing products in NFR countries is unlawful and strictly prohibited. Ambassadors violating this policy are subject to discipline, including termination.

7.4. Returning Orders

7.4.1 Return Policies. [Reserved]

7.4.2

Commission Adjustments. WellNetIQ will reclaim or claw back Commissions paid for Products returned for a refund. The upline Ambassadors will accordingly be subject to adjustment of their Commissions, rewards, and Rank upon recalculating volume deducted due to the Product returns.

SECTION 8 — DISPUTES; VIOLATIONS; BREACH OF CONTRACT; TERMINATION; APPEAL

8.1. Disputes Between Ambassadors

When an Ambassador has a grievance or complaint with another Ambassador regarding any practice or conduct in relationship to his/her Ambassadorship, the Ambassador should try to resolve it with the other Ambassador. If the matter involves interpretation or violation of the Agreement by the other Ambassador, the complaining or aggrieved Ambassador must report it in writing to the WellNetIQ Compliance Department, via email or certified mail. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be included in the report. Such communications must bear the Ambassador's signature and UserID. Anonymous complaints will be accepted, but WellNetIQ may not take corrective action without credible evidence. No telephone calls will be accepted with such matters, as documentation must be presented in writing from both the complaining party(ies) and ultimately from the individual(s) cited for the policy violation. WellNetIQ may inform an Ambassador's upline leaders of any actions or potential actions taken pursuant to this section 8.

8.2. Remedies for Violations of the Agreement

WellNetIQ's practice is to attempt to remedy violations through educational methods, when appropriate. Escalated disciplinary action may be warranted by the nature of the breach or violation. Remedies elected by WellNetIQ are within its sole discretion. All remedies are cumulative and not exclusive of other remedies.

8.2.1 Education.

WellNetIQ's practice is to educate Ambassadors who may violate any of the policies in the Agreement. Such education is typically through an education letter. When such education efforts are ignored and violations are repeated, WellNetIQ may escalate its action against the Ambassadorship. However, this section in no way limits WellNetIQ's rights to take stronger action, to include suspension and termination, if WellNetIQ, in its sole discretion, determines that such action is appropriate and necessary to protect the Company.

8.2.2 Suspension.

WellNetIQ may temporarily suspend an Ambassador Contract for cause until the Ambassador remedies the breach.8.2.2.1 Such involuntary suspensions are solely within WellNetIQ's discretion. Typically, suspension is imposed pending the investigation of violations. WellNetIQ will notify the Ambassador by postal delivery and/or email sent to the latest address listed with WellNetIQ for the Ambassador. In the event of a suspension, an Ambassador shall immediately cease representing himself/herself as an Ambassador with WellNetIQ.

8.2.2.2 Length and conditions of the suspension may vary, depending upon the circumstances and investigation. Suspension may or may not lead to termination of the Ambassador account.

8.2.3 Effects of Suspension.

8.2.3.1 While suspended, the Ambassador's placed, incomplete orders may remain in effect, at the Company's discretion, and may result in the order being placed and charged to their credit card unless otherwise cancelled by the Ambassador.

8.2.3.2 Any Commissions, overrides or bonuses, which may be due, if any, will be held non-interest-bearing in abeyance by WellNetIQ pending resolution. Should the breach be deemed unsubstantiated by WellNetIQ, the suspension shall be lifted and the unpaid earnings will be credited to the Ambassadorship; however, should the breach be substantiated, WellNetIQ may withhold some or all of the earnings to offset damages it incurs as a result of the Ambassador's breach.

8.2.3.3 During the applicable suspension period, WellNetIQ shall have the right to prohibit the suspended Ambassador from purchasing Products and services.

8.2.3.4 A suspended Ambassador does not have the right to represent himself/herself as an Ambassador or promote his/her business or the Products during the applicable suspension period.

8.2.4 Fines.

If, after the expiry of the period of grace set by a warning issued in the event of a breach of contract, the same or a similar breach occurs again or if the originally warned breach is not remedied or otherwise in a legally permissible case, WellNetIQ shall be entitled, at its own discretion, to impose an appropriate and legally permissible contractual penalty in terms of reason and amount. For the enforcement of the contractual penalty, in the event that a law firm is commissioned, legal fees will be incurred in addition to the contractual penalty, which the Ambassador is obligated to reimburse.8.2.5 Volume Adjustments.

In cases involving line switching and related violations, WellNetIQ may move volume to other Lines of Sponsorship, when appropriate, and may claw back commissions previously paid unless doing so violates mandatory applicable law.

8.2.6 Rank Adjustments.

When an Ambassador advances in rank by violating section 6, WellNetIQ may, following due process for breach of contract, cancel the rank advancement unless doing so violates mandatory applicable law.

8.3. Termination

8.3.1 Termination.

In the event of a serious breach or continued or repeated breach of contract of the Agreement, in addition to other remedies available at law, the non-defaulting party shall be entitled to terminate the Agreement, subject to the terms herein.

8.3.2 Notice-Serious Breach.

In the event of a serious breach by Ambassador, WellNetIQ may terminate the Agreement and shall send the breaching Ambassador a written notice of the termination, citing the reason(s) for the action. The notice shall be delivered in writing to the Ambassador by email and/or by certified post. Termination shall be effective as set forth therein, if a timely appeal is not provided by the Ambassador in accordance with the appeal procedure set forth below. "Serious breach" includes, but is not limited to Line Switching, Cross-Recruiting, or Enticement (see section 3.9), Non-Solicitation before and after termination (see sections 3.7), and other particularly serious breaches of the Agreement especially where WellNetIQ reasonably believes it will be damaged, any attempt to cure would be ineffective, or that the breaching Ambassador's downline is at risk of being Cross-Recruited.

8.3.3 Notice-All Other Breaches.

Notice of the termination, citing the reason(s) for the action, shall be provided in writing to the Ambassador and delivered either through email and certified post. Ambassador shall have the right to (i) respond with ten (10) business days of the date of the notice (except that violations involving Product and opportunity claims will have a 48-hour response time) with facts in defence, or in extenuation or mitigation of his/her breach; or (ii) to cure the breach. Failure to respond or cure may result in termination without further notice. If a response is provided, WellNetIQ shall examine the response and respond either with a request for clarification or notice of termination.

8.3.4 Effective.

The notice of termination shall be effective as set forth therein, if a timely appeal is not provided by the Ambassador in accordance with the appeal procedure set forth below

8.3.5

Effects of Termination. Immediately upon termination, the terminated Ambassador:

8.3.5.1 Must remove and permanently discontinue the use of the trademarks, servicemarks, tradenames and any signs, labels, stationery or advertising referring to or relating to any WellNetIQ Product, plan or program;

8.3.5.2 Must cease representing himself/herself as an Ambassador of WellNetIQ;

8.3.5.3 Loses all rights to his/her Ambassadorship and position in the Sales Compensation Plan and to all future Commissions and earnings resulting therefrom;

8.3.5.4 Must take all action reasonably required by WellNetIQ relating to its material and protection of its confidential information and intellectual property; and

8.3.5.5 Is barred from submitting a new Ambassador Application and Agreement at any time in the future.

8.3.5.6 Must immediately cease selling WellNetIQ Products.

8.3.6 Right of Offset.

WellNetIQ has the right to offset any amounts owed by an Ambassador to WellNetIQ. Where laws on termination are inconsistent with this policy, the applicable state law shall apply.

8.3.7 Appeal.

A terminated Ambassador may appeal termination by submitting a letter to the Compliance Department of WellNetIQ stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances). WellNetIQ must receive the letter of appeal within ten (10) business days of the date of such notice of termination, or as stated in the notification.

8.3.7.1 If an Ambassador files a timely appeal, WellNetIQ will, at its sole discretion, review and notify the Ambassador of its decision. The decision of WellNetIQ shall be final and will not be subject to further review.

8.3.7.2 If WellNetIQ has not received the letter of appeal by the deadline date, the termination shall be final.

8.3.7.3 In the event that an appeal is denied, the termination shall remain in effect as of the date of WellNetIQ's original notice.

SECTION 9 — MISCELLANEOUS PROVISIONS

9.1. The Agreement

9.1.1 Entire Agreement.

The Agreement, in its current form and as amended by WellNetIQ at its discretion, constitutes the entire contract between WellNetIQ and the Ambassador. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. A mailed, emailed, messaged or faxed copy of the Agreement shall be treated as an original in all respects

9.1.2 Amendment.

WellNetIQ, at its discretion, reserves the right to amend the Ambassador Agreement, its Product prices, Product availability and formulations, as it deems appropriate. Any Ambassador Agreement amendments shall be published on WellNetIQ's website and shall be effective thirty (30) days thereafter. It is the Ambassador's responsibility to stay abreast of current and updated information, and WellNetIQ is in no way liable for any Ambassador's lack of knowledge of the updated and current information. In the event of any conflict between the applicable Agreement and any such amendment, the amendment shall control. If WellNetIQ brochures, Product catalogs, price lists, literature, website, fax on demand information, etc. are revised, only the most current version is authorised for use by WellNetIQ Ambassadors.

9.1.3 Waiver.

No failure of WellNetIQ to exercise any power under these Policies and Procedures or to insist on strict compliance by an Ambassador with any obligation to provision herein, and no custom or practice of the parties at variance with the Agreement, shall constitute a waiver of WellNetIQ's right to demand exact compliance. Waiver by WellNetIQ can be affected only in writing by an authorised officer of WellNetIQ. WellNetIQ's waiver of any particular default by an Ambassador shall not affect or impair WellNetIQ's right or obligation of any other Ambassador, nor shall any delay or omission by WellNetIQ to exercise any right arising from default affect or impair WellNetIQ's right as to that or any subsequent default.

9.1.4 Severability.

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, or any specification, standard or operating procedure that WellNetIQ has prescribed is held to be invalid or unenforceable, WellNetIQ shall have the right to modify the invalid or unenforceable provision, specification, standard operating procedure or any portion thereof to the extent required to be valid and enforceable. An Ambassador shall be bound by any such modification. The modification shall be effective in the jurisdiction on which it is required.

9.1.5 Assignment.

An Ambassador may not assign any rights or delegate his/her duties under the Agreement without the prior written consent of WellNetIQ. Any attempt to transfer or assign the Agreement without the express written consent of WellNetIQ renders the Agreement voidable at the option of WellNetIQ and may result in termination of the Agreement.

9.1.6 Survival.

Any provision of the Agreement which, by its terms, is intended to survive termination or expiration of the Agreement shall so survive, including, without limitation, the arbitration, non-competition, non-solicitation, trade secrets and confidential information covenants contained in the Agreement.

9.1.7 Invalidity or incompleteness of a clause

In case of invalidity or incompleteness of any clause of these General Terms and Conditions of the Agreement, the entire Agreement shall not be invalid. Rather, the invalid or incomplete clause shall be replaced by a clause that is valid and complete and comes closest in economic terms to the meaning of the invalid or incomplete clause. The same shall apply in the event of the closure of a loophole requiring regulation.

9.2. Miscellaneous

9.2.1 Limitations of Liability.

WellNetIQ shall only be liable for damages other than those resulting from injury to life, body and health insofar as these are based on intentional or grossly negligent actions or culpable breach of a material contractual obligation (e.g. payment of commission) by WellNetIQ, its employees or vicarious agents. This also applies to damages resulting from the breach of duties during contract negotiations as well as from the performance of tortious acts. Any further liability for damages is excluded. Except in the case of injury to life, limb or health or intentional or grossly negligent conduct on the part of WellNetIQ, its employees or vicarious agents, liability shall be limited to damages typically foreseeable at the time of conclusion of the contract and otherwise to the amount of average damages typical for the contract. This also applies to indirect damages, in particular loss of profit. WellNetIQ shall not be liable for damages of any kind whatsoever resulting from loss of data on the servers, except in the case of gross negligence or intentional fault on the part of WellNetIQ, its employees or vicarious agents. The provisions of the Product Liability Act remain unaffected.

9.2.2 Indemnification.

Each and every Ambassador agrees to indemnify and hold harmless WellNetIQ, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the Ambassador's (a) activities as an Ambassador; (b) breach of the terms of the Ambassador Agreement or these Policies and Procedures; and/or (c) violation of or failure to comply with any applicable State or local law or regulation.

9.2.3 Force Majeure.

WellNetIQ is expressly not liable for force majeure such as pandemics, supply difficulties due to lack of raw materials, political entanglements, wars, strikes, disruptions of transport companies, operational and other disruptions at WellNetIQ or its suppliers and their consequences.

Furthermore, WellNetIQ shall not be liable in the event of non-delivery or late delivery by its suppliers and delayed delivery or non-delivery caused thereby, unless WellNetIQ itself has acted culpably.

9.2.4 Applicable Law and Court of Jurisdiction and language

9.2.4.1 The Law of the registered office of WellNet IQ shall apply to the exclusion of the UN Convention of Contracts for the International Sale of Goods (CISG). Mandatory provisions of the state in which the sales partner has his/her permanent residence shall remain unaffected.

9.2.4.2 If the Sales Partner is a merchant or a corporation under public law, or has no general place of jurisdiction in Germany, or moves his/her place of residence abroad after conclusion of the Agreement, or his place of jurisdiction is not known at the time the action is filed, the place of jurisdiction shall be the registered office of WellNetIQ.

9.2.4.3. If these General Terms and Conditions of the Agreement are translated into another language and there are inconsistencies in any provision between the English and the translated version of the General Terms and Conditions of the Agreement, the English version shall prevail.

9.2.5 Limitation of Actions.

All claims arising from this contractual relationship shall become statute-barred for both parties within 12 months, insofar as this is legally permissible. The limitation period shall commence when the claim becomes due or at the time when the claim arises or when the claim becomes recognizable. Statutory regulations that mandatorily provide for a longer limitation period shall remain unaffected.

SECTION 10 — DEFINITIONS

10.1 Commissions.

Monies earned by an Ambassador, as determined by the Commissionable Volume of Products retailed or purchased by an Ambassador and/or by his/her downline.

10.2 Point Volume (PV). The point value assigned to Products sold for purposes of calculating Commissions under the Sales Compensation Plan.

WellNetIQ may at any time, and solely at its discretion, assign new value measures to define commissionable value of its entire offering. Any such change may take effect within thirty (30) days of being communicated at WellNetIQ communication channels and literature.

10.4 Customer.

End Consumers of the Product, including retail, Preferred, and Wholesale Customers.

10.5 Ambassador.

An independent contractor whose Ambassador Application has been accepted by WellNetIQ.

10.5 Ambassadorship.

The collective rights and obligations arising from the Agreement. It is sometimes also referred to as an Ambassador's "account".

10.6 Sales Compensation Plan.

The method by which an Ambassador may generate Commissions and is compensated for retail sales and sales volume within his or her downline. The Sales Compensation Plan is described in WellNetIQ's literature.

10.7 Official WellNetIQ Literature.

Brochures and printed materials, audio or video recordings, websites, and other materials developed, printed, published, and distributed by WellNetIQ to Ambassadors.

10.8 Personal Volume (PPV). Product PV an Ambassador generates through personal Product purchases which may include, but not be limited to purchases of products for personal use, and products sold to customers from the Ambassador's personal inventory.

10.9 Placement.

An Ambassadorship's position in the network on his/her Sponsor's downline.

10.9.1 Holding Tank

14 days, or until the last day of the month, period in which a placement must be assigned for a newly sponsored Ambassador.

10.10 Products.

Any commodity sold by WellNetIQ that has PV assigned to it.

10.11 Sponsor.

An Ambassador who introduces an applicant to WellNetIQ and is listed as the Sponsor on the Ambassador Application. To Sponsor means to introduce a person to WellNetIQ who becomes an Ambassador.

10.12 Enrollment Product Order

A selection of WellNetIQ at-cost business building tools, training materials and business support literature that each new Ambassador receives and agrees to when completing the Application and Agreement.

10.13 Active has the same meaning as in the Sales Compensation Plan.

A.1 Schedule of Fees:

Section 1.3.2	Annual Service fee (waivable)	EUR 45.00
Section 2.7	Placement and Sponsorship changes	EUR 25
Section 2.8	Adding or Changing a Co-Applicant	EUR 25

Section 4.3-4.4	Changes Involving individual to a company	EUR 25
Section 4.6	Sale/Transfer of an Ambassadorship	EUR 100
Section 6.1.7	Payment processing	EUR 2.50
Section 6.1.7	Special services	As determined by the company
Section 6.1.8	Reissued payments	EUR 15
Section 6.1.8	Notice of unclaimed property	EUR 15
Section 6.1.9	Monthly dormancy fee for unclaimed property	EUR 15
Section 7.3.4	Wire transfers	EUR 2.50
Section B.4	Restocking fee for returned Product	10%
	All others	As determined by the company