



MyLifestyle

POLICIES AND PROCEDURES

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The purpose of these Policies and Procedures is to provide worldwide rules for MyLifestyle. Therefore, some provisions may stipulate terms/concepts which are different from those of Slovenian law/commercial practice. In such cases Appendix A attempts to amend the terms and concepts to conform to Slovenian law. Regardless these terms/concept shall be interpreted as similar terms/concept under Slovenian law and commercial practice. Further if relevant provisions are not allowed under Slovenian law those provisions shall be subject to rules under Slovenian law.

SECTION 1 - MYLIFESTYLE AND ITS DISTRIBUTORS

1.1. Welcome to MyLifestyle

1.1.1 MyLifestyle is a direct selling company that markets its Products through independent Distributors. It is important to understand that each Distributor's success depends on the integrity of the men and women who market MyLifestyle's Products and services. The Agreement (as defined below) is made to clearly define the relationship between MyLifestyle and its independent Distributors, between the Distributors and their Customers, and between Distributors.

1.1.2 The Parties. MyLifestyle d.o.o. is the company referenced in the Distributor Application and Agreement signed by the Distributor. In these Policies and Procedures, the company is sometimes referred to as "My Lifestyle" or the "Company" and the Distributor signing the Agreement is referred to as "a" or "the Distributor."



1.1.3 These Policies and Procedures along with the MyLifeStyle Distributor Application and Agreement (the "Distributor Agreement") and the Rewards 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 MyLifeStyle Distributors and Company.

1.2. Distributor Code of Conduct

1.2.1 I will be honest and fair in my dealings as a Distributor.

1.2.2 I will actively work to establish and maintain a retail Customer base.

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

1.2.4 I will be courteous and respectful of every person I contact during MyLifeStyle independent activities and shall only make personal or telephone 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 I will fulfill my leadership responsibilities as a Sponsor, which includes training, supporting, and communicating with the Distributors in my organization.

1.2.6 I will not Sponsor or attempt to Sponsor any MyLifeStyle Distributor directly or indirectly into any other network marketing program.

1.2.7 I will not engage in deceptive or illegal practices and will not misrepresent MyLifeStyle Products or the Rewards Plan.

1.2.8 I acknowledge that even my personal experience and the benefits received from MyLifeStyle Products may be interpreted as unauthorized "extension of labeling claims".

1.2.9 I understand and agree that I am solely responsible for all financial and/or legal obligations I incur during my business as a Distributor and will discharge all debts and duties as required of a Distributor.

1.3. Term & Renewal

1.3.1 Term. The term of this Agreement is one year. If Distributor fails to annually renew his/her Agreement, or if it is canceled or terminated for any reason, Distributor will permanently lose all rights as a Distributor. Distributor 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. In the event of cancellation, termination or non-renewal, Distributor affirmatively waives all rights of the Agreement, including but not limited to property rights, the former downline organization and to any bonuses, Commissions or other remuneration derived through the sales and other activities of the former downline organization. Company reserves the right to terminate all Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its Products and/or services via direct



selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to Company at its principal business address. Company may cancel this Agreement for any reason upon 30 days' advance written notice to the Distributor.

1.3.2 **Renewal.** Distributors must annually reaffirm that they are bound by the terms of the Agreement and will be prompted in their MyLifeStyle office to do so. Additionally, each year Distributors may renew the 1-year term of the Agreement by paying an annual fee on or prior to the anniversary date of the Agreement. With the MyLifeStyle automatic renewal program, the renewal fee may be waived if the Distributor has accrued 360 PV of Smart Delivery volume during the year. 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.

1.4. Distributor Rights

Once a Distributor's Agreement has been accepted by Company, the benefits of the Distributor Agreement will be available to him or her if the Distributorship is not in breach of the Agreement. These benefits include the right to: sell MyLifeStyle Products in accordance with the Agreement; participate in the Financial Rewards Plan and if eligible, receive Commissions and benefits; Sponsor other people; receive periodic MyLifeStyle literature and other MyLifeStyle communications; participate in MyLifeStyle -sponsored support, service, training, motivational, and recognition functions (upon payment of appropriate charges, if applicable and legally permissible); and participate in promotional and incentive contests and programs sponsored by MyLifeStyle.

1.5. Independent Contractor

A Distributor is an independent contractor and not an employee or agent of Company. See Addendum A.2 for further information.

1.6. Business Conduct

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

1.7. No Purchase Required

The purchase of Products is not required to become a Distributor or to participate in the Rewards Plan.

SECTION 2 - BECOMING A MYLIFESTYLE DISTRIBUTOR

2.1. Enrollment

2.1.1 **Conditions to Apply.** 1 To become a My Lifestyle associate, 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 Distributor Agreement that is accepted by the Company; and (iv) purchase a Starter Kit,



unless prohibited by law. To have the entire Financial Rewards Plan benefits available, the Associate must also generate 100 PV (through Customer sales or personal purchases).

2.1.2 Application. By signing the Distributor Agreement and submitting it to Company, the Distributor is applying to become an independent Distributor of MyLifeStyle. 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 Distributor Application. Upon acceptance, Company will establish a Distributorship.

2.1.3 Electronic Enrollment.

2.1.3.1 Signature and Consent. As part of your relationship with My Lifestyle, we want to ensure you have all the information you need to effectively manage your distributorship 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 the use of 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 Distributor Agreement and Electronic Record. The entire agreement between you and us will be evidenced in an "Electronic Record", as described herein. You electronically acknowledged that you agree to the Terms and Conditions, the My Lifestyle Policies and Procedures and the Financial Rewards Plan.

These three documents constitute the "Distributor Agreement" and were made available to you when enrolling.

2.1.3.3 Forms and Transactions. As you operate your distributorship, product orders and services will be in an electronic format. In addition to the Distributor 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 e-mail, SMS text, FTP, SFTP, cloud-based file storage and fax. Electronic Records may be accessed through the MylifeStyle office(tm) online, MylifeStyle office(tm) mobile app or 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, Wi-Fi, 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, My Lifestyle will advise you of the same and will provide you with a list of the equipment and software that is necessary. Upon such an 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 Distributor Agreement will be automatically terminated. To withdraw your consent (and thereby terminate the Distributor Agreement), or update any personal



information, you may do so online at <http://www.MyLifestylenet.com> or by sending written notice to MyLifeStyle support.

2.1.4 Right to Reject. MyLifeStyle reserves the right to reject any Distributor Application or renewal for any reason whatsoever within three (3) months after received. MyLifeStyle will not accept Distributor Applications containing intentionally falsified information and deems such applications void.

2.1.5 Notice of Changes. The Distributor is responsible for informing the Company of any changes affecting the accuracy of their Distributor Application and any subsequent information regarding the account information of the Distributorship.

2.1.6 Starter Kit. A virtual Starter Kit is available to each Distributor as part of his/her enrollment. Where required by law, a printed copy is available.

2.1.7 Prospects. If a Distributor pays for or reimburses a prospect for the expenses of attending any Company event, or if the Distributor attends a Company event with the prospect, Company will recognize that Distributor as the Sponsor if the prospect applies within 60 days of the event. Thereafter, the prospect may enroll with the Sponsor of his/her choosing.

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

2.2. Beneficial Interest

2.2.1 Beneficial Interest. A Distributor may have a Beneficial Interest in only one Distributorship, except as explicitly allowed herein. "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 Distributorships, except as described in 2.2.2.2. However, they shall not exercise any control over such Distributorships.

2.2.2.2 A couple, whether married, common-law partners, or similar, may have only one Distributorship in the same household. The actions of each person of the couple and anyone else with a beneficial interest in the Distributorship is attributable to the Distributorship.

2.2.3 Legal Entity and its Principals. If a Distributor 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 Distributorship and may not hold a Beneficial Interest in another Distributorship. The actions of the principals of the entity are attributable to the Distributorship.

2.3. Married Couples

2.3.1 Husbands, wives, or common-law couples (collectively "spouses") who wish to become a



Distributors must submit a single Distributor Application and Agreement. Neither may have a Beneficial Interest in another Distributorship (see 2.2). The action of one spouse will be attributed to both spouses and, therefore, the Distributorship.

2.3.2 In the event that two (2) Distributors marry, they must notify the Compliance Department within 30 days of the marriage and elect which Distributorship they will operate. Upon notification, Compliance will terminate the Distributorship not elected.

2.4. Corporations, Partnerships and Trusts

2.4.1 Companies as Distributors. Companies formed as corporations, limited liability companies, partnerships and/or trusts may apply to become a Distributor, unless prohibited by law. Such applicants must complete and submit the Distributor 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 Distributor Agreement, Distributors 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 MyLifeStyle and must be updated by the Distributor. The Distributor must also provide MyLifeStyle with proof of the required business or tax number and evidence that the entity is in good standing (see Appendix A.2 for country specific details). If any shareholder, partner, member, or manager of a Distributor is itself an entity, then the information required above for the entity shall also be required for such shareholder, partner, member, or manager.

2.4.3 Liability. Shareholders, members, partners, employees, agents, beneficiaries, trustees, and those who promote the legal entity (collectively, the "principals"), agree to remain personally liable to Company 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 MyLifeStyle. In any Distributor 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 Distributorship as a whole. If one participant is found to have violated the terms and conditions of the Agreement, then the Distributorship will be in violation.

2.5. Correct Name and ID Number

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



2.6. Tax Identification Number

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

2.7. Sponsor/Placement Corrections and Changes

2.7.1 Corrections. One Placement change or Sponsor correction may be requested within a period of three (3) 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 Distributor wants a different Sponsor for other reasons. Corrections may be requested through the back-office Help Desk 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 three (3) day period.

2.7.2 Changes. Company discourages Sponsor and Placement changes. However, after the initial three (3) day term, requests for a Placement change or a change of Sponsorship may be granted by Company in its sole discretion, with additional conditions and restrictions as may be required by Company.

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 who are or were Active within the prior 6 months of the request. All requests shall be submitted to and approved by the Compliance Department.

2.7.2.2 In the event a Placement change, or Sponsorship change is approved, the Distributor shall pay a change fee (see the Schedule of Fees in Appendix A.8).

2.8. Adding and Removing Co-Applicants After Enrollment

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

2.8.2 Earnings. All earnings will be sent to the address on record for the Distributor position.

2.8.3 Restrictions. The original applicant must remain party to the original Distributor Agreement once a co-applicant is added; however, if the original Distributor wants to terminate his/her Distributor relationship with Company, he/she must do so in accordance with the Company 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 Distributor.



2.8.4 Change of Sponsor. The modification permitted within the scope of this section does not include a change of Sponsor. The processing fee for changes or additions is found in Appendix A.8.

2.8.5 Co-Applicant Resignation. Co-applicants may resign their interest in a Distributorship 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 Distributor Agreement forms listing different Sponsors, only the first completed form to be received by Company will be accepted. Company reserves the right, in its sole discretion, to make the final decision with respect to all such disputes.

2.10. Waiting Rule for Re-Applying

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

2.10.1.1 Twelve (12) months if the highest achieved rank formerly held (directly or through a beneficial interest) was Elite Manager or lower; or

2.10.1.2 Eighteen (18) months if the highest achieved rank formerly held (directly or through a beneficial interest) was Ruby Director or higher.

2.10.2 Tolling of Waiting Period. Any activity by the waiting Distributor during the applicable waiting period required in 2.10.1 that may suggest the Distributor 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. Company desires to protect itself and its Distributors from unfair and inappropriate competition. Company provides Distributors access and viewing of their organizations through Company office. The reports generated through Company office and each Distributor list, including but not limited to all Distributors; organization lists; names; addresses; email addresses; and telephone numbers contained in the MyLifeStyle 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 Company. Company 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 Company, which each Distributor shall hold confidential. But for this agreement of confidentiality and nondisclosure - Company would not provide Reports to a Distributor. A Distributor's right to disclose the Reports and information contained therein and other Distributor information maintained by Company is expressly reserved by Company and may be denied at Company's discretion.



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

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

2.11.4 Restrictions. Each Distributor 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 MyLifeStyle or for any purpose other than promoting the Distributor's MyLifeStyle business.

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

2.11.5 Return Reports Upon Termination. Upon MyLifeStyle's demand and always upon termination of the Agreement, the Distributor 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 Distributor's possession or subject to his or her control.

2.11.6 Breach. In the event the Distributor breaches any of the covenants of this subsection on Reports, the Company may terminate the Distributorship and may seek injunctive relief to prevent irreparable harm to Company or any of its Distributors. MyLifeStyle 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. Distributors may gain access to confidential information of Company. Specifically, without limiting the foregoing, confidential information includes information contained in any genealogical or downline report provided or accessible to a Distributor, Customer lists, manufacturer information, Commission or sales reports, Product formulas, and other financial and business information of Company. All such information (whether in electronic, oral or written form) is proprietary to and owned by My Lifestyle and is transmitted or available to Distributor in strict confidence. Each Distributor 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 Company or for any other purpose except as expressly authorized by the Agreement. This information is to be used only for the promotion of the My Lifestyle program in accordance with the Agreement. Distributor and Company agree that without this agreement of confidentiality and non-disclosure, Company



would not provide the information or make it accessible to Distributor. This provision shall survive the termination or expiration of the Distributor Agreement.

2.12. Sponsoring and Sales in Other Markets

2.12.1 Right to Sponsor. MyLifeStyle Distributors may sponsor individuals into their organization, subject to the Agreement.

2.12.2 Compliance and Restrictions. Compliance with this section protects the Company, Distributors, and their collective ability to conduct business in selected countries. 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, a Distributor 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 MyLifeStyle Starter Kits 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 MyLifeStyle for that country.

2.12.2.5 send any unauthorized Products to another country. Products to be sold in any country must be obtained directly from an authorized MyLifeStyle 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 MyLifeStyle opportunity in the country.

2.12.2.8 make claims or guarantees of earnings potential.

2.12.2.9 make unlawful health claims about the Products.

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

2.12.2.11 induces 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



Company encourages all its Distributors to maintain complete and accurate records of their business transactions. Company 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

A Distributor shall forward to Company all Distributor Applications and Agreements and product orders they receive from other distributors or new applicants within 72 hours of receiving the documents. Withholding applications or orders for the purpose of manipulating the compensation or promotions is strictly prohibited.

SECTION 3 - LEGAL COMPLIANCE

3.1 Legal Compliance

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

3.2 No Exclusive Territories

There are no exclusive territories for recruiting purposes nor shall any Distributor imply or state that he/she has any exclusive territory rights. There are no geographic limitations on Distributor Sponsoring except in those foreign countries that have not officially been opened by Company.

3.3 Representation of Government Endorsements

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

3.4 Product Claims

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

3.4.1.1 is unlawful.

3.4.1.2 purports that it is government approved.

3.4.1.3 is inconsistent with Official MyLifeStyle 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 MyLifeStyle Literature. When promoting MyLifeStyle Products, a Distributor may only make those claims existing in current Official MyLifeStyle Literature for the intended country/market.



MyLifeStyle may amend its Official Literature from time to time and the Distributor shall use only current Official MyLifeStyle Literature when promoting the Products.

3.5 Personal Information

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

3.6 Authorization to Use Name and Likeness

By entering into the Agreement, each Distributor grants to Company and its affiliates and agents the absolute, perpetual and worldwide right and license 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 Distributor's business with MyLifeStyle (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio 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 Distributor waives the right to inspect or approve any Publicity Materials including or accompanying his/her Likeness. Each Distributor further releases MyLifeStyle from any liability or obligation that may arise because 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). A Distributor may withdraw his/her authorization of any use of his/her Likeness that has not already been publicized by providing written notice to MyLifeStyle. Distributors agree that any information given by the Distributor, including his/her testimonial, is true and accurate.

3.7 Unfair Competition

3.7.1. Restrictions While a Distributor.

3.7.1.1 No Soliciting MyLifeStyle Distributors and Customers. A Distributor 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 Distributor shall not directly or indirectly solicit, recruit, or attempt to solicit or recruit other MyLifeStyle Distributors, including personally sponsored Distributors, Customers, or employees of MyLifeStyle to any other Network Marketing business or other opportunity that may alter the business relationship with MyLifeStyle. This includes general solicitations on the Distributor's social networking site where "friends" include persons who are Distributors. It also includes mentioning the Distributor'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 MyLifeStyle Products and Opportunity with a Competitor's Products and Opportunity. If the Distributor participates in another Network Marketing business, the Distributor agrees that he/she shall operate its MyLifeStyle Distributorship entirely separately and apart from it.



Accordingly, if participating in another Network Marketing business, the Distributor agrees that he/she: (i) shall not display any non MyLifeStyle Products and Sales Aids with, or in the same location as, MyLifeStyle Products or Sales Aids; (ii) shall not offer any non-MyLifeStyle program, opportunity, Product, or service in conjunction with the MyLifeStyle opportunity or Products to prospective or existing Customers or Distributors ; (iii) shall not offer any non MyLifeStyle opportunity, Products, or services at any MyLifeStyle - related meeting, seminar or convention, or within two hours and 8 kilometers radius of the MyLifeStyle event. If the MyLifeStyle meeting is held telephonically or on the internet, any non - MyLifeStyle meeting must be at least two hours before or after the MyLifeStyle meeting, and on a different conference telephone number or internet web address from the MyLifeStyle meeting.

3.7.1.3 Sale of Competing Goods or Services to MyLifeStyle Customers and Distributors.

Notwithstanding subsection 3.7.1.2, during the term of this Agreement, the Distributor shall not sell, or attempt to sell, any programs, Products, or services to MyLifeStyle Customers or Distributors that compete with Company Products. Any program, Product, service, or Network Marketing opportunity in the same generic categories as the MyLifeStyle 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, a Distributor may not recruit any other Distributor or Customer for another Network Marketing business. Distributor and MyLifeStyle 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 MyLifeStyle ships Products or conducts business, whether through direct selling, e-commerce or otherwise. This subsection shall survive termination of the Agreement.

3.8 Vendor Confidentiality

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

3.9 Line Switching, Cross Sponsoring, and Enticement

3.9.1 Prohibited Activity. Maintaining the integrity of the line of Sponsorship in a Distributorship organization is fundamental to network marketing. Accordingly, each Distributor agrees to refrain from engaging in Line Switching, Cross-Sponsoring, and Enticement.

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



3.9.1.2 "Cross Sponsoring" or "Crossline Recruiting" includes Sponsoring to a different line of Sponsorship (a) a current Distributor, (b) a former Distributor who is subject to the waiting requirement in section 2.10, or (c) a former Distributor 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 Distributor 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 MyLifeStyle Distributor, whether directly or through social media that the Distributor knows is frequented by or targeted to other MyLifeStyle Distributors.

3.9.2. Fictitious Information. A Distributor shall not use a spouse's or relative'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, and Enticement can be so detrimental to us and to the Distributors involved, every Distributor 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 Distributor has breached these covenants.

3.9.4 Remedies for Breach. Should a Distributor breach these covenants, the Company may take any or all the actions described in sections 8.2 and 8.3. The Company may also: (i) terminate the Distributorships in breach; (ii) terminate the Distributorships created because of Line Switching (the "Second in Time Distributorship"); (iii) impose a monetary fine on any of the Distributors involved; and (vi) leave the Distributorships enrolled by the Second-in-Time Distributorships in place and do 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 Distributors, subject to the remedies, waive all claims against the Company that arise from or relate to the disposition of such Distributorships.

3.9.5 Unethical Activity. Each Distributor agrees to be always ethical and professional when conducting its MyLifeStyle business activity. Accordingly, the Distributor 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.

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 Distributors or the Company.



- 3.9.5.5 Causing Product sales in Retail Establishments.
- 3.9.5.6 Using another Distributor'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 Distributors.
- 3.9.5.13 Violating applicable laws that pertain to the operation of a Distributorship.
- 3.9.5.14 Breaching the Code of Conduct.
- 3.9.5.15 Breaching the Agreement.

3.10 Conformance to the My Lifestyle Business Model

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

3.11 Training Requirement

Distributors are encouraged to adequately train the Distributors they Sponsor. "Adequate training" shall include, but is not limited to, education regarding the Policies and Procedures, Financial Rewards Plan, Product information, sound business practices, sales strategies, and ethical business behavior. A Sponsor must maintain an ongoing, professional leadership association with Distributors 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

Distributors must comply with all applicable privacy and data security laws, including security breach notification laws. Distributors 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 Distributors. Distributors must hold such information in



strict confidence. Distributors are responsible for the secure handling and storage of all documents that may contain such private information. Distributors 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. Distributors should retain documents containing such information for only as long as necessary to complete the transaction. Distributors 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, unreconstructed, and indecipherable through any means.

3.13 Sales Forces of Other Companies

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

3.14 Reporting Policy Violations

Distributors observing a policy violation by another Distributor should submit a written report of the violation to the Compliance Department of MyLifestyle, either through fax, postal delivery, or email. Such documents must bear the Distributor's signature and User ID. 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 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 A DISTRIBUTORSHIP

4.1 Succession Upon Death or Incapacity

4.1.1 Policy and Procedure. Upon the death of a Distributor, the Agreement and a Distributor's rights therein shall pass to his/her lawful heir(s) as provided by law so long as the heir otherwise qualifies to be a Distributor. However, MyLifeStyle will not recognize such transfer until the heir has submitted a completed business transfer form to MyLifeStyle 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 Distributorship 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 Distributor.

4.1.2 Beneficial Interest. The transfer of a Distributorship in this subsection is subject to the Beneficial Interest policies in section 2.2, except that an heir who is the transferee and already a Distributor may elect which Distributorship to operate. The election must be made within 30 days of notifying Compliance. Upon notification, Compliance will terminate the Distributorship not elected.

4.1.3 Companies. Where a Distributor is a company, and that company's sole owner dies, and unless adjudicated otherwise by a court, the transfer of the company's Distributorship 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 a Distributor is incapacitated and cannot operate his/her Distributorship, the Company will recognize the Distributor's authorized agent to operate the Distributorship during the incapacity. To do so, the authorized agent must provide satisfactory proof of the Distributor's incapacity and satisfactory proof of his authority to act for the incapacitated Distributor (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 MyLifeStyle, operate the MyLifeStyle Distributorship, 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 MyLifeStyle Distributorship jointly on a business-as-usual basis, whereby all compensation paid by MyLifeStyle will be paid in the same manner it was paid prior to the pending divorce or dissolution.

4.2.2 Commission Payments. MyLifeStyle will not split Commissions between divorcing spouses or members of dissolving entities but will pay earnings in the usual manner. If parties of a divorce or a dissolution proceeding are unable to resolve a dispute over the disposition of Commissions and ownership of the Distributorship, the Distributor Agreement and payments shall not change until ordered by a court of competent jurisdiction. Recognition and awards will be conducted by the Company according to the past practice for the Distributor, unless extraordinary circumstances require a different approach, which shall be determined in the sole discretion of the Company.

4.2.3 6-Month Waiting Rule. If a former spouse has completely relinquished all rights in the Distributorship in a divorce and pursuant to the divorce decree, he/she must wait six (6) calendar months before applying for a new Distributorship. The Company may waive all or some of the waiting period, at its sole discretion. 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 a Distributor. In either case, however, the former spouse or business affiliate shall have no



rights to any Distributors 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 Distributor.

4.3 Transfers Involving a Spouse or a Closely Held Company

4.3.1 Individuals. A Distributor, 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 a Distributorship. 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. A Distributor 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 Distributorship 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 Distributor must submit an amended Distributor 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

A Distributor that is a legal entity and desires to change to another type of legal entity may do so if 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 Distributor 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.8). Members of the former entity are jointly and severally liable for any indebtedness or other obligation to MyLifeStyle.

4.5 Limitations

Changes within the scope of subsections 4.1, 4.2, 4.3, and 4.5 shall not include a change of Sponsorship and are subject to a fee (see Appendix A.8). If the change involves a change in the Beneficial Interest of a Distributorship, the change is subject to the right of first refusal rules in subsection 4.6.

4.6 Transfer or Sale of a Distributorship



4.6.1 Policies. MyLifeStyle discourages the sale of Distributorships, the transfer of partial interests in Distributorships, and the practice of partnering as a subterfuge for transferring interest. If a Distributor wishes to sell, transfer, or assign (hereinafter in this section "transfer") his/her whole or partial interest in a MyLifeStyle Distributorship, 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 Distributor may not reapply to become a Distributor under another Sponsor until the waiting period described in section 2.10.1 has passed; and

4.6.1.4 If approved, the buying Distributor must submit a new Distributor 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 Distributor(s) from his or her current position will only be made if MyLifeStyle deems it to be in the best interests of its business, as determined by MyLifeStyle in its sole discretion.

4.7 Right of First Refusal (RFR)

All offers for the sale or transfer of ownership of a Distributorship 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 a Distributor receives a Good Faith Offer (as hereinafter defined) to purchase his/her interest in a Distributorship, the Distributor shall first offer to sell such interest to Company on the same terms and conditions contained in the Good Faith Offer. The Distributor shall deliver the Good Faith Offer in writing to Company, and Company 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 Distributorship rights and obligations by a Person that is not a Distributor, which Company, 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 Distributorship rights and obligations.

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

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 Distributor Application and Agreement from the Buyer; and iii) a completed Sales/Transfer form. My Lifestyle 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.

4.7.4 Voidable Sales; Assumption of Obligations; Waiting Period. If the seller transfers or attempts to transfer his or her Distributorship upon terms different than those set forth in the offer to MyLifeStyle, such transactions shall be voidable at MyLifeStyle's option. Further, if the parties fail to obtain company's approval for the transaction, Company may refuse to recognize the transaction.

SECTION 5 - PROMOTING THE MYLIFESTYLE PRODUCTS AND OPPORTUNITY

5.1. Product Sales

5.1.1 Sales Presentations. At sales presentations, Distributors shall truthfully identify themselves, the Company Products, and the purpose of their business to prospective Customers. Distributors 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. Distributors must immediately discontinue a demonstration or sales presentation upon the request of the consumer.

5.1.1.2 Distributors 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 language expertise.

5.1.1.3 Distributors shall not directly or by implication disparage any other company or Product. Distributors shall refrain from using comparisons that are likely to mislead and that are incompatible with 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 Distributors 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 Distributors.

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

5.1.2 Suggested Retail Price. MyLifeStyle provides a suggested retail price as a guideline for a Distributor's retail sales. A Distributor is not permitted to advertise any price below the wholesale price; however, a Distributor may privately negotiate and sell MyLifeStyle 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 Distributor will provide its Retail Customer with a completed sales receipt pursuant to Appendix B. Distributors shall also retain copies of their sales receipts from such sales for not less than three (3) years.



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

5.1.3.2 Distributors 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 a Distributor may make, and the limitations. It also explains the types and methods of advertising the Distributor may use in building a MyLifeStyle business.

5.2.1 Product Claims. A Distributor may make claims about the Products that are in the Official MyLifeStyle Literature of the country for which it is approved. A Distributor shall not make claims about the product that are not in the Official MyLifeStyle Literature.

5.2.2 Opportunity, Lifestyle, and Income Claims. Distributors must truthfully and fairly describe the Financial Rewards Plan.

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

5.2.2.2 Distributors 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 or otherwise used to promote the opportunity.

5.2.3 Permitted Claims. Lifestyle and income claims arising from the Rewards Plan shall be in strict accordance with the permitted claims in Addendum C.

5.3. Advertising Materials

Because many aspects of the MyLifeStyle 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 Distributor.

5.3.1 Use of Approved Materials. Only Official MyLifeStyle Literature may be used in presenting MyLifeStyle Products and/or the MyLifeStyle Rewards Plan and opportunity. MyLifeStyle literature may not be duplicated or reprinted without prior written permission from the MyLifeStyle Compliance Department. For approval mail, fax or email a copy of the proposed advertising material to the MyLifeStyle 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. Distributors should allow forty-eight (48) hours from receipt for processing.

5.3.2 Electronic Advertising. Only MyLifeStyle 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



MyLifeStyle. Items on the corporate website and the replicating website may be downloaded for promotional purposes. However, a Distributor may give away free products for promotional purposes.

5.4. Trademarks and Copyrights

5.4.1 Ownership. The MyLifeStyle 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. Distributors may use the trademarks and Third-party Marks only when authorized in writing. A Distributor 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 Distributor's MyLifeStyle 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 Distributor agrees to also change or abandon such trademarks or trade names. To protect the Company's rights, a Distributor may not obtain, through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to MyLifeStyle's names, trademarks, logos, or trade names and those of MyLifeStyle's Products. Unlawful use of any trademark that is not owned or licensed by MyLifeStyle is strictly prohibited. When a Distributor has been authorized to develop and sell swag, he or she may use MyLifeStyle trademarks if authorized in writing; however, they shall not sell the swag for more than cost.

5.4.3 Unauthorized Registrations. Distributors 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 MyLifeStyle name or any derivative thereof.

5.4.4 Rights of Usage. The distributor acknowledges that any license received from the Company to use MyLifeStyle's trademarks and copyrighted materials is non-exclusive. Distributor expressly recognizes that all goodwill associated with the trademarks and copyrighted materials (including goodwill arising from Distributor's use) inures directly and exclusively to the benefit of MyLifeStyle and is the property of MyLifeStyle and that, on expiration or termination of the Agreement, no monetary amount shall be attributable to any goodwill associated with Distributor's use of the trademarks or copyrighted materials.

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

5.4.6 Copyrights. All the Company's literature, audiotapes, videotapes, Internet web site material, and programs are copyrighted by the Company and may be duplicated 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 MyLifeStyle trade name or trademark in an advertisement must clearly indicate that the Distributor is an independent Distributor of the Company.

5.5.2 "Toll Free" Telephone Number Listings. MyLifeStyle Distributors are not permitted to list their "toll free" telephone numbers under the MyLifeStyle trade name.

5.5.3 Imprinted Checks. MyLifeStyle Distributors are not permitted to use the MyLifeStyle trade name or any of its trademarks on their business or personal checking accounts.

5.5.4 Imprinted Business Cards or Letterheads. MyLifeStyle independent Distributors are not permitted to create their own business cards or letterhead with the use of the MyLifeStyle name or trademark without written approval from MyLifeStyle.

5.6. Internet and Website Advertising

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

5.6.2 No Unauthorized Websites. No Distributor may authorize, own, or use a website (except as described herein), or use the names, logos, or Product descriptions of MyLifeStyle therein to promote (directly or indirectly) the MyLifeStyle 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 MyLifeStyle Products.

5.6.3 Training Website. A Distributor must achieve the rank of Emerald Director to apply for permission to operate a training website, which may include a lead generation service. A Distributor must enter into a website agreement before launching a training website. See the Training Website License and Procedure Form in the MyLifeStyle office.

5.6.4 Websites. Products sold on the Internet, whether on a retail site as described herein or on another website approved by MyLifeStyle, shall be sold and advertised in accordance with the terms of these Policies and Procedures. A Distributor must enter into a website agreement and receive approval from the Company's Compliance Department to operate a website that is not a Training Website. See the Distributor Website License and Procedure Form in MyLifeStyle office. Receipt of approval must occur before launching the website or making revisions. Such websites are prohibited from selling products through a private shopping cart.

5.6.5 Social media. Distributors 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, Flickr etc.) (collectively, "Social Media") to (1) communicate preliminary information about MyLifeStyle or the



Distributor's involvement with the Company, (2) direct users to a Company website or an approved Distributor website; and (3) post Official Company Materials authorized for posting. If MyLifeStyle deems any content posted pursuant to this subsection inappropriate for whatever reason, the Distributor shall remove the content within 24 hours or less. Distributors are not permitted to use any Social Media platform to directly sell MyLifeStyle Products. (e.g., Facebook Marketplace, Wish, etc.).

5.6.6 Additional Requirements. If the Company grants prior written approval to a Distributor to use a website or other forms of advertising via the Internet for promoting the Products or Opportunity in any way, a Distributors must abide by the guidelines in the written approval, as well as the following:

5.6.6.1 Distributors 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 Distributors.

5.6.6.2 Distributors, whether 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 Distributors shall never use or share personal information collected on-line unless the use is in accordance with the Agreement. Distributors 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, Distributors shall refrain from sharing such information.

5.6.6.4 Distributors shall provide individual consumers the option to terminate any further communication between the Distributor and the consumer and if any consumer requests that a Distributor cease communication, the Distributor shall immediately stop communicating upon such request.

5.6.6.5 Distributors must abide by all laws and regulations regarding electronic communications.

5.6.6.6 Distributors may not distribute content by use of distribution lists or to any person who has not been 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 Distributors 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 Distributors may not, directly, or indirectly, send bulk, unsolicited e-mails to persons with whom they have no prior or existing personal or business relationship.

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

5.6.8. Email and Newsgroup Advertising. Distributor 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 MyLifeStyle. "Spamming", as well as telephoning or faxing, without compliance with various laws is strictly prohibited. Distributors shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Distributors shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information. Distributors 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 MyLifeStyle 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, MyLifeStyle trademarks shall not be used by Distributors in email addresses.

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

5.6.10 Telephone Answering. Distributors may not answer the telephone or create recordings saying "MyLifeStyle" or anything similar that could lead the caller to believe that he/she has reached the Corporate Office of MyLifeStyle.

5.6.11 Voicemail Systems. MyLifeStyle maintains a voicemail system for use by Distributors. This system is a tool intended to promote communication with downline organizations. Under no circumstance shall a Distributor use the MyLifeStyle voicemail system to promote the sale of other services and Products or any non - MyLifeStyle program or opportunity.

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

5.7.1 Service Establishments. A Distributor may, upon approval by the MyLifeStyle Compliance Department, offer Products through channels of trade set forth in the Agreement, including service establishments such as gyms, hair salons, 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 Distributor of MyLifeStyle. The refund policy in Appendix B shall apply to all sales and each sale shall be concluded with a Sales Receipt, which is found in the MyLifeStyle office. The Products may not be repackaged and servings from open containers may not be made in such establishments (e.g., shakes, luminesce(tm) facials, etc.), 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 MyLifeStyle literature and communications. However, a Distributor 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 Distributor must include the date of each image, or the number of days between the images. The images may not be altered or filtered. The Distributor must include a statement with the before and after images that he/she is an independent Distributor of MyLifeStyle.

5.9. Trade Shows

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

5.9.2 Approval will be granted for up to three separate booths operated by distributors. 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 Distributor's future attendance at any event.

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

5.9.4. MyLifeStyle 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 Distributor. My Lifestyle does have product liability insurance, and this is not the responsibility of Distributors.

5.10. Product Care and Quality Controls

5.10.1 Distributor 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. Distributors 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, Distributor shall not advertise, market, display, or demonstrate non-MyLifeStyle products together with MyLifeStyle Products in a manner that would create the impression that the non-Lifestyle products are made by, endorsed by, or associated with MyLifeStyle.

5.10.2 Product Storage and Handling. Distributor 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 MyLifeStyle from time to time.

5.10.3 Product Inspection. Promptly upon receipt of the Products, Distributor shall inspect the Products for damage, defect, or other nonconformance (collectively, "Defects"). Distributor shall inspect its



inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Distributor shall not sell any Products that are expired. If any Defects are identified, Distributor must not offer the Product for sale, and must promptly report the Defect to MyLifeStyle by either submitting a ticket through the back office to Helpdesk or by calling Customer Service.

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

5.11. Media Interviews

Distributors 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 MyLifeStyle, its Products or their MyLifeStyle businesses, without the express prior written approval of MyLifeStyle. All media inquiries should be referred to MyLifeStyle's corporate office.

SECTION 6 - COMMISSIONS, BONUSES AND OTHER REWARDS

6.1. Eligibility and Payment

6.1.1 Earnings. A Distributor is eligible to be paid Commissions and granted rewards pursuant to the currently published Financial Rewards Plan 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 MyLifeStyle Products. No bonuses are paid on the purchase of any sales material, sales aids, or the recruitment of Distributors.

6.1.2 No Earning Guarantee. Each Distributor is neither guaranteed a specific income nor assured of 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 Distributors in their downline.

6.1.3 Payment. Company 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, Company will pay to the primary account holder. Without prejudice to the Company's right of termination, MyLifeStyle may suspend or revoke payment if a Distributor is in breach of any term or condition of the Agreement. Company may also debit the Distributor's account or withhold payable Commissions if money is owed.

6.1.4 Adjustments to Commissions. When a Product is returned to Company 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 Distributors who received Commissions or Bonuses on the sales of the refunded Products.



6.1.5 Errors or Questions. If a Distributor has questions about or believes any errors have been made regarding Commission and Bonus calculations, charges, or offsets, the Distributor must notify the Company in writing within sixty (60) days of the date of the purported error or incident in question. Company 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 \$10 or more.

6.1.7 Processing Fees. A fee shall be assessed for each commission payment issued by Company to a Distributor (see Appendix A.8). Also, Company may charge a processing fee for special services requested by the Distributor (e.g., special reports - Company may charge an hourly fee with a one hour minimum or a flat fee).

6.1.8 Withdrawal of Commissions. Distributors should regularly withdraw commissions paid into their virtual wallet. If the Distributorship is inactive for six (6) months (meaning no sales or sponsoring), the Company will charge a dormancy fee against remaining funds in Distributorship's wallet. See the fee schedule in Appendix A.

SECTION 7 - PRODUCT ORDERING & SHIPPING

7.1. Ordering

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

7.1.2 Direct Purchases. A MyLifeStyle Distributor should purchase Product directly from MyLifeStyle. If a Distributor obtains Product from his/her Sponsor or upline Distributor's personal inventory, the Commissions associated with the purchase will be attributed to the Sponsor or upline Distributor who purchased the Product.

7.1.3 Purchase Limits. The MyLifeStyle opportunity is built on selling Products to end consumers. A Distributor'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. A Distributor 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.

7.1.4 Seventy Percent Rule. Distributors are neither required to purchase nor required to carry any amount of inventory of Products. For those Products purchased by a Distributor, the Distributor 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 Distributor agrees to validate his/her compliance if requested by the Company or a governmental agency.



7.1.5 Back Orders. Should any MyLifeStyle Product or sales material be unavailable for any period, MyLifeStyle Distributors 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 MyLifeStyle depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. MyLifeStyle recognizes that Distributors may wish to purchase certain Products in reasonable quantities for their own use, for inventory purposes and for the purpose of provisioning new Distributors 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 are on the credit card. Any Distributor who uses another individual's credit card to pay for purchases should submit a credit card authorization form to MyLifeStyle with the order prior to placing the order. MyLifeStyle considers unauthorized credit card use fraudulent and may report such actions to the proper authorities for settlement.

7.2.2 Chargebacks. Under no circumstance will any Distributor charge back any credit card purchase.

Any Distributor who does so will be deemed to have voluntarily resigned his or her Distributorship and the Agreement will terminate. If an erroneous charge is applied to the Distributor's credit card, the Distributor should immediately contact MyLifeStyle to initiate an investigation and potential refund.

7.3. Smart Delivery

7.3.1 Monthly Charges. A Distributor may choose to have Product shipped monthly on an automatically processed order (Smart Delivery). Smart Delivery is not mandatory and is free of charge for Distributors. The credit card or bank draft listed on the Distributorship will automatically be charged for each monthly smart Delivery order.

7.3.1.1 Orders in which payment method is declined may not be processed. Attempts may be made by MyLifeStyle to reprocess the order should the payment method decline; however, MyLifeStyle makes no assurances that these attempts will be made.

7.3.1.2 If the credit card is due to expire, Distributor acknowledges that his/her issuing bank may update the card's expiration date automatically, which will allow Company to process the order payment; however, Distributor agrees to be responsible for providing current payment.

7.3.1.3 All orders may be subject to a sales or transaction tax, which will be added to the order total. Shipping & handling charges will also be added.

7.3.2 Responsibility. If an order cannot be processed due to payment difficulties, Company will not be held responsible for volume shortfalls pursuant to the Financial Rewards Plan. Distributor agrees that Company reserves the right to change his/her Smart Delivery orders to subsequent payment methods added by Distributor if the first payment method declines. The charge sequence will be in the order that Distributor lists as payment methods in the back office.



7.3.3 Cancellation. To cancel its Smart Delivery profile, Distributor must complete and submit the Cancellation of Smart Delivery form found in the MyLifeStyle office or call Customer Service. Changes to the Distributor's Smart Delivery profile, must be received by Company seventy-two (72) hours in advance of the next shipment.

7.4. Shipping

7.4.1 Distributor Responsibilities. It is the ordering Distributor'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 Company website along with prepaid costs for shipping.

7.4.1.1 Company will only accept street addresses for shipping purposes.

7.4.1.2 Orders will be shipped via its contracted carriers so that they may be tracked and, if necessary, replaced in a timely manner.

7.4.2 Costs.

7.4.3 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 Distributor at the time that the Products are retrieved from the warehouse by the Distributor or when delivered to Distributor pursuant to the terms of the order.

7.4.4 Damaged Shipments. If Product appears damaged delivery, a Distributor 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 MyLifeStyle.

7.4.5 Short Shipments. Company 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. Distributors must report any damage within five (5) business days following receipt of shipment. Once notified and verified, Company will ship missing items to the address on the original order.

7.4.6 Undeliverable Orders.

7.4.6.1 Should the receiving party of an order shipped from Company refuse delivery and the shipment is returned to My Lifestyle, the ordering Distributor's status will be "suspended" pending resolution of the delivery refusal. Return delivery charges will be deducted from the Distributor's account. If the Distributor fails to give adequate instructions for delivery, the order will be deemed abandoned and the procedures in 7.4.9 will be followed.

7.4.6.2 In the event that a package is returned due to a Distributor's error, or if the package was not picked up in a timely manner and returned, company will charge the Distributor the shipping fee.



7.4.7 No "Holding" Shipments. Company 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.

7.4.8 No Consignments. To protect the Company business and the integrity of Company, Company Products may not be delivered to a MyLifeStyle Distributor or another party on consignment. Only authorized MyLifeStyle Distributors may sell MyLifeStyle Products.

7.4.9 Product Abandonment. Orders designated for pick up by the Distributor that are not retrieved within one (1) month from the date of order will be subject to a monthly storage fee of 10% of the total order amount. After the fee has been charged for 10 months, the order will be closed and the Company will charge the fees against the total order price (including tax and shipping, if any). The Products will no longer be available to the Distributor. If the Products are retrieved prior to the closure of the order, the fees will be dismissed, and the Products handed over.

7.4.10 NFR Orders.

7.4.10.1 Company 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 Distributor as required.

7.4.10.2 Shipments coming from overseas are duty-free, meaning that Company does not collect the taxes and duties. Depending on the country where this is being ordered from, these may be collected at the ordering Distributor's locale by their local government authorities upon arrival in their market. Such fees are determined locally, and Company 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.

7.4.10.3 Countries designated as NFR markets by MyLifeStyle 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. Distributors violating this policy are subject to discipline, including termination.

7.5. Returning Orders

7.5.1 Return Policies. See Appendix B for the policies for returning Products and Sales Aids.

7.5.2 Commission Adjustments. Company will reclaim or claw back Commissions paid for Products returned for a refund. The upline Distributors 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 Distributors



When a Distributor has a grievance or complaint with another Distributor regarding any practice or conduct in relationship to his/her Distributorship, the Distributor should try to resolve it with the other Distributor. If the matter involves interpretation or violation of the Agreement by the other Distributor, the complaining or aggrieved Distributor must report it in writing to the MyLifeStyle 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 Distributor's signature and User ID. Anonymous complaints will be accepted, but Company 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. Company may inform a Distributor's upline leaders of any actions or potential actions taken pursuant to this section 8.

8.2. Remedies for Violations of the Agreement

MyLifeStyle'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 selected by MyLifeStyle are within its sole discretion. All remedies are cumulative and not exclusive of other remedies.

8.2.1 Education. MyLifeStyle's practice is to educate Distributors 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, Company may escalate its action against the Distributorship. However, this section in no way limits Company's rights to take stronger action, to include suspension and termination, if Company, in its sole discretion, determines that such action is appropriate and necessary to protect the Company.

8.2.2 Suspension. MyLifeStyle may suspend a Distributor Agreement for cause.

8.2.2.1 Such involuntary suspensions are solely within Company's discretion. Typically, suspension is imposed pending the investigation of violations. Company will notify the Distributor by postal delivery and/or email sent to the latest address listed with Company for the Distributor. In the event of a suspension, a Distributor shall immediately cease representing himself/herself as a Distributor with MyLifeStyle.

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

8.2.3 Effects of Suspension.

8.2.3.1 While suspended, the Distributor's smart Delivery settings 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 Distributor.

8.2.3.2 Any Commissions, overrides or bonuses, which may be due, if any, will be held in abeyance by MyLifeStyle pending resolution. Should the breach be deemed unsubstantiated by Company, the



suspension shall be lifted, and the unpaid earnings will be credited to the Distributorship; however, should the breach be substantiated, Company may withhold some or all the earnings to offset damages it incurs because of the Distributor's breach.

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

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

8.2.4 Fines. When circumstances are deemed appropriate, and in its sole discretion, Company may impose a monetary fine for any breach of the Agreement.

8.2.5 Volume Adjustments. In cases involving line switching and related violations, Company may move volume to other Lines of Sponsorship, when appropriate, and may claw back commissions previously paid.

8.2.6 Rank Adjustments. When a Distributor advances in rank by violating section 6, MyLifeStyle may cancel the rank advancement.

8.3. Termination

8.3.1 Termination. In the event of a breach 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 Distributor, Company may terminate the Agreement and shall send the breaching Distributor a written notice of the termination, citing the reason(s) for the action. The notice shall be delivered in writing to the Distributor by email and/or by certified post. Termination shall be effective as set forth therein, if a timely appeal is not provided by the Distributor 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 breaches of the Agreement where Company reasonably believes it will be damaged, any attempt to cure would be ineffective, or that the breaching Distributor'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 Distributor and delivered either through email or certified post. Distributor 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 defense, or in extenuation or mitigation of his/her breach; or (ii) to cure the breach. Failure to respond or cure shall result in termination without further notice. If a response is provided, Company 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 Distributor in accordance with the appeal procedure set forth below.

8.3.5 Effects of Termination. Immediately upon termination, the terminated Distributor:



8.3.5.1 Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery, or advertising referring to or relating to any MyLifeStyle Product, plan or program.

8.3.5.2 Must cease representing himself/herself as a Distributor of MyLifeStyle.

8.3.5.3 Loses all rights to his/her Distributorship and position in the Rewards Plan and to all future Commissions and earnings resulting therefrom.

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

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

8.3.5.6 Must immediately cease selling MyLifeStyle Products.

8.3.6 Right of Offset. MyLifeStyle has the right to offset any amounts owed by a Distributor to MyLifeStyle. Where laws on termination are inconsistent with this policy, the applicable state law shall apply.

8.3.7 Appeal. A terminated Distributor may appeal termination by submitting a letter to the Compliance Department of Company stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances). Company 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 a Distributor files a timely appeal, Company will, at its sole discretion, review and notify the Distributor of its decision. The decision of Company shall be final and will not be subject to further review.

8.3.7.2 If Company 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 MyLifeStyle'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 MyLifeStyle at its discretion, constitutes the entire contract between MyLifeStyle and the Distributor. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. A faxed copy of the Agreement shall be treated as an original in all respects.

9.1.2 Amendment. Company, at its discretion, reserves the right to amend the Distributor Agreement, its Product prices, Product availability and formulations, as it deems appropriate. Any Distributor Agreement amendments shall be published on MyLifeStyle's website and shall be effective thirty (30) days thereafter. It is the Distributor's responsibility to stay abreast of current and updated information,



and MyLifeStyle is in no way liable for any Distributor'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 Company brochures, Product catalogs, price lists, literature, website, fax on demand information, etc. are revised, only the most current version is authorized for use by Company Distributors.

9.1.3 Waiver. No failure of MyLifeStyle to exercise any power under these Policies and Procedures or To insist on strict compliance by a Distributor with any obligation to provision herein, and no custom or practice of the parties at variance with the Agreement, shall constitute a waiver of MyLifeStyle's right to demand exact compliance. Waiver by MyLifeStyle can be affected only in writing by an authorized officer of MyLifeStyle. MyLifeStyle's waiver of any default by a Distributor shall not affect or impair MyLifeStyle's right or obligation of any other Distributor, nor shall any delay or omission by My Lifestyle To exercise any right arising from default affect or impair Company'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, including these Policies and Procedures, or any specification, standard or operating procedure that MyLifeStyle has prescribed is held to be invalid or unenforceable, MyLifeStyle 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. A Distributor shall be bound by any such modification. The modification shall be effective in the jurisdiction on which it is required.

9.1.5 Assignment. A Distributor may not assign any rights or delegate his/her duties under the Agreement without the prior written consent of Company. Any attempt to transfer or assign the Agreement without the express written consent of Company renders the Agreement voidable at the option of Company 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.

9.2. Miscellaneous

9.2.1 Limitations of Liability. To the extent allowed by law, MyLifeStyle and its affiliates, officers, directors, employees and other Distributors shall not be liable for and each Distributor hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages, which may arise out of any claims whatsoever relating to MyLifeStyle's performance, non-performance, act of omission with respect to the business relationship or other matter between the Distributor and MyLifestyle whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to the Distributor shall not exceed, and is hereby expressly limited to, the amount of unsold MyLifeStyle Product owned by the Distributor, which was directly purchased thereby from MyLifeStyle, and any Commissions or bonuses due.



9.2.2 Indemnification. Each and every Distributor agrees to indemnify and hold harmless My Lifestyle, 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 Distributor's (a) activities as a Distributor; (b) breach of the terms of the Distributor Agreement or these Policies and Procedures; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

9.2.3 Force Majeure. MyLifestyle shall not be responsible for delays or failure in performance caused By circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

9.2.4 Limitation of Actions. If a Distributor wishes to bring an action against MyLifestyle for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year of the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against MyLifestyle for such act or omission. The distributor waives all claims that any other statutes of limitation apply.

SECTION 10 - DEFINITIONS

10.1 Smart Delivery. A program in which Company automatically ships Products to Distributors on a recurring basis and automatically charges the Distributor's credit card for each shipment. The Distributor must establish a profile through his/her MyLifestyle office to designate the Products, credit card(s) to be charged, shipping address, etc.

10.2 Commissions. Monies earned by a Distributor, as determined by the Commissionable Volume of Products retailed or purchased by a Distributor and/or by his/her downline.

10.3 Commissionable Volume (CV). The point value assigned to Products sold for purposes of calculating Commissions under the Compensation Plan.

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

10.5 Distributor. An independent contractor whose Distributor Application has been accepted by MyLifestyle.

10.6 Distributorship. The collective rights and obligations arising from the Agreement. It is sometimes also referred to as a Distributor's "account".

10.7 Financial Rewards Plan. The method by which a Distributor may generate Commissions and is compensated for retail sales and sales volume within his or her downline. The Financial Rewards Plan is described in MyLifestyle's literature.

10.8 Official My Lifestyle Literature. Brochures and printed materials, audio or video recordings, websites, and other materials developed, printed, published, and distributed by MyLifestyle to Distributors.



10.9 Personal Volume (PV). Product CV a Distributor generates through sales to his/her customers and through personal Product purchases.

10.10 Placement. A Distributorship's position in the network on his/her Sponsor's right or left leg.

10.11 Preferred Customer. A customer in MyLifeStyle's database who can place orders online directly with Company. Such sales are credited to the designated Distributor. A Preferred Customer is not a Distributor.

10.12 Products. Any commodity sold by MyLifeStyle that has CV assigned to it.

10.13 Sponsor. A Distributor who introduces an applicant to MyLifeStyle and is listed as the Sponsor On the Distributor Application. To Sponsor means to introduce a person to MyLifeStyle who becomes a Distributor.

10.14 Starter Kit. A selection of MyLifeStyle at-cost training materials and business support literature that each new Distributor purchases.

10.15 Active has the same meaning as in the Financial Rewards Plan.

APPENDIX A - MODIFICATIONS TO POLICIES & PROCEDURES - EUROPE

These provisions apply to the region named herein and may modify specific provisions of the Policies and Procedures.

A.1 Independent Contractor. (amending and restating 1.5 Independent Contractor)

The distributor is neither an employee nor a commercial agent of MyLifeStyle. The distributor shall have no legal right or authority to act on behalf of, represent, or conclude any contracts on behalf of Company, bind Company to any obligation or to make representations or give warranties on behalf of Company. The distributor does not have any authority to incur any debt, obligation, or liability on behalf of Company. As an independent contractor, Distributor is responsible for paying all relevant national insurance contributions, income taxes, VAT and making all relevant filings and returns required by law; and Distributor acknowledges that he/she is not covered by any employment protection legislation and will not be treated as an employee or commercial agent with respect to this agreement for any tax or legal purposes, or otherwise. The distributor agrees to maintain adequate insurance against all relevant risks including public liability.

A.2 Registered Merchants (added to 2.6)

2.6.1 Citizens must submit their National Number. Foreigners (non-citizen residents) must submit to Company a copy of their valid work permit or residence permit.

2.6.2 Distributors are highly encouraged to engage in reselling activity. Such Distributors must obtain a tax card and register for VAT to conduct their business properly.



A.3 Internet Auction Platforms (added to section 5.6.2 No Unauthorized Websites)

Company had expended significant resources to establish and defend its brand. The distributor agrees that Company may terminate the Distributor Agreement without notice if Distributor advertises or sales Products through an online marketplace that offers auction as a mode of selling.

A.4 Internet Product Prices (added to section 5.6.4)

Company had expended significant resources to establish and defend its brand. Therefore, Distributors shall not advertise or sell Products on any retail website, including any marketplace (e.g., Amazon and eBay), at less than the retail prices established in the latest MyLifeStyle Product price lists.

A.5 Taxes

A.5.1 Income. With respect to income withholding and reporting: Company may be required to withhold a percentage of Distributor income depending on the amount of the commission earned. It is the Distributor's responsibility to disclose income from MyLifeStyle activities to the tax authorities and pay the applicable income taxes.

A.5.2 Commissions. If VAT registered, you are required to provide proof of VAT registration to MyLifeStyle prior to charging MyLifeStyle VAT on your income. You hereby agree to notify MyLifeStyle of your VAT number if/when required, and you agree to provide proof of registration to MyLifeStyle within a reasonable time of registering for VAT. MyLifeStyle will not retroactively apply to your VAT registration. You agree to provide a VAT invoice for your services within 14 days of receiving commissions and understand that after 14 days, 100% of your future bonus amounts will be retained until a VAT invoice is supplied to Company.

A.5.3 Product sales: If MyLifeStyle collects and remits the applicable VAT on Product sales to the tax authority, you may obtain a copy of the VAT Invoice in your back office.

A.6 Schedule of Fees:

Section 1.3.2 Annual renewal fee (waivable) \$30

Section 2.7 Placement and Sponsorship changes \$50

Section 2.8 Adding or Changing a Co-Applicant \$50

Section 4.3-4.4 Changes Involving individual to company \$50.

Section 4.6 Sale/Transfer of a Distributorship \$50

Section 6.1.7 Special services as determined by the company.

Section 6.1.8 Dormancy Fee \$30

Section B.4 Restocking fee for returned Product 10%

All others as determined by the company.



APPENDIX B - RETURN POLICIES - EUROPE

B.1 Return Procedure

Every Distributor or Customer purchasing online must comply with the following procedures when returning Products for a replacement, exchange, or refund.

B.1.1 Contact Customer Service by submitting a ticket through the Distributor's MyLifestyle office or by Live Chat to obtain a Return Merchandise Authorization (RMA) number prior to returning the Product.

B.1.2 Pack and ship the Products to My Lifestyle. Proper shipping carton(s) and packing material are to be used and the best and most economical means of shipping is suggested. Any package received without the RMA clearly visible on the package exterior may be refused.

B.1.3 Ship the products to the MyLifestyle warehouse.

B.2 Retail Customer Returns (direct in-person transactions)

B.2.1. When a Distributor sells Product directly to a customer by taking payment and handing over the purchased Product, the Distributor has an obligation to refund the customer upon the following conditions:

B.2.1.1. if the customer requests a refund in writing and returns the Product within 30 days of the sale; and

B.2.1.2 if the Product is returned to a Currently Marketable condition (see B.4.2).

B.2.2. Failure to refund the customer that has complied with B.2.1.1 and B.2.1.2 may result in action against the Distributor by MyLifestyle Compliance, up to and including suspension or termination of the Distributorship, per section 8. of the Policies and Procedures.

B.3 Returns for Online Sales Made to All Customers and Distributors

B.3.1 Cooling Off Period - Other Purchases.

B.3.1.1 If the returned Product is not an initial order and was purchased with sign-up tokens or any other payment method, the Distributor may cancel the order within 14 days of order date and receive a 100% refund.

B.3.1.2 If the returned Product is not an initial, nor was purchased with sign-up tokens or any other payment method, the Distributor may cancel the order if requested within 14 days after the order date. Such orders are subject to the 80% refund in B.4.3.

B.3.1.3 Products returned after 14 days of the order date are subject to the 10% restocking fee in B.4.3.

B.3.1.4 Products returned pursuant to this section B.3.2 must be Currently Marketable Product (see B.4.1).

B.3.2 Procedures for Refund. In addition to the requirements in B.1:

B.3.2.1 The Distributor on whose account the sale was made must pay the shipping costs for returning the Product.

B.3.2.2 The Product must be received by MyLifestyle within ten (10) calendar days from the date the RMA is issued.



B.3 Resignation Returns

B.3.1 When terminating the Agreement, a Distributor may return Currently Marketable Product for a refund if shipped within thirty (30) days after the order date. Because Starter Kits are virtual and the fee is for the MyLifeStyle office service only, MyLifeStyle will pro-rate the refund of the starter Kit.

B.3.2 "Currently Marketable" means that the Products and/or starter kit to be returned are in a resalable condition. Additionally, excluded from Currently Marketable Products are those Products whose commercially reasonable shelf-life period has passed as well as Products for which MyLifeStyle disclosed prior to purchase as being seasonal, discontinued, or special promotion Products and not subject to the repurchase obligation.

B.3.3 Restocking Fee. A ten percent (10%) restocking fee shall be charged for authorized returns. The refund amount shall be ninety percent (90%) of the original net purchase price.

B.3.4 Shipping Costs. The Distributor shall assume the costs of returning the Products to My Lifestyle. The shipping and handling charges incurred by the Distributor when the Products were purchased will not be refunded.

B.3.5 Non-Compliance. If the returned Products do not meet the conditions for return, such merchandise will be held for up to thirty (30) days, during which time the Distributor should comply with the return procedures to receive the refund. If after thirty (30) days the conditions have not been met or a return has not been requested, MyLifeStyle may destroy such inventory without further compensation from that Distributor.

B.4.6 Resignation. Any request for a refund of Products shall be deemed a voluntary resignation of the Agreement.

B.5 Not-For-Resale Markets

Products purchased through the MyLifeStyle NFR program must be returned within ninety (90) days of purchase.

B.5.1 Procedures. The refund procedures in B.1 apply.

B.5.2 Costs. The Distributor shall assume the costs of returning the Products to MyLifeStyle. The shipping and handling costs incurred by the Distributor when the Products were purchased will not be refunded. MyLifeStyle will pay the shipping and handling costs for replacement Products.

B.6 Refunds

B.6.1 Refund to Same Source. Refunds will be issued in the same manner that payment was received. This means that if a credit card was used to place the order, the reimbursement will be issued back to that same card. If the payment was made by check, the refund will be issued in the form of a check.

B.6.2 Right to Withhold. When Products are returned, Company will reverse the commission payment generated by the purchase of those Products. Company will withhold future commissions owed to the Distributor and upline to recover such commission/benefits paid. MyLifeStyle will also reverse any other benefit that may have arisen to such purchasing Distributor or their upline, including re-working of qualifications and rewards. Company will also withhold owed shipping charges from any refunds, unless otherwise specified in this Appendix B.



B.6.3 Returns. If a returned product was purchased using Tokens (a Wallet's virtual currency, which is our form of store credit), then the Distributor will be eligible for a 75% return of Wallet funds. Please see the Returns section (B5) of the MyLifestyle Policies & Procedures for more information.

B.7 Refusal of Delivery

Should a Distributor refuse delivery of a MyLifestyle shipment that is the Distributor's first order, Company will follow its one hundred percent (100%) guarantee policy in section B.3.1. For all other Orders from Distributors, Company will treat the refusal as a Resignation Return per section B.4.6 above.

B.8 Defective Products and Warranties

B.8.1 Products that are defective may be replaced or refunded if Company is notified within fourteen (14) days from delivery of the Products. The refund procedures in B.1 apply.

B.8.2 EXCEPT AS EXPRESSLY STATED ON HEREIN OR ON THE PRODUCT LABELING, MYLIFESTYLE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, NON-INFRINGEMENT OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH MYLIFESTYLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES OF MY LIFESTYLE ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE."

MYLIFESTYLE DOES NOT WARRANT THAT ITS PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT ON-LINE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. MYLIFESTYLE DOES NOT WARRANT THAT ANY WEBSITE OPERATED, SPONSORED OR HOSTED BY MYLIFESTYLE OR ANY OF ITS AFFILIATES WILL BE UNINTERRUPTED OR FREE FROM ERROR. MYLIFESTYLE IS NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVER, SATELLITES AND/OR SERVICE PROVIDERS; OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS; OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.

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