



LIFEWAVE POLICIES & PROCEDURES

UNITED STATES OF AMERICA

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1. LIFEWAVE & ITS BRAND PARTNERS

1.1 Purpose

LifeWave is a direct sales company that markets its product through independent contractors known as “Brand Partners.” The Agreement (as defined below) defines the relationship between LifeWave and its independent Brand Partners, between the Brand Partners and their Customers, and between Brand Partners within the network.

1.2 The Agreement

LifeWave is the company referenced in the Terms and Conditions and is hereinafter referred to as “LifeWave” or the “Company.” The *Policies & Procedures*, the Compensation Plan, and the Application (which includes the “Terms and Conditions”), as may be amended from time to time, are collectively referred to as the “Brand Partner Agreement” or “Agreement” and constitute the complete and binding contract between the Brand Partner and LifeWave. Each Brand Partner is responsible for reading, understanding, adhering to, and ensuring that he or she is aware of and operating under the most current version of these *Policies & Procedures*.

1.3 Effective Date

These *Policies & Procedures* are effective on the date stated above and modify all previous versions.

1.4 Global/Localized

The *Policies & Procedures* are global and provide worldwide rules for operating as a Brand Partner. Therefore, some provisions may stipulate terms/concepts that are different from those of the law/commercial practice of the Brand Partner’s Country of Residence. In such cases, the appendices attached hereto amend the terms of the “*Policies & Procedures*” to conform to the law of the Brand Partner’s Country of Residence and its commercial practice. Further, if relevant provisions are not allowed under the law of the Brand Partner’s Country of Residence, those provisions shall be subject to the laws of the Brand Partner’s Country of Residence.

1.5 LifeWave Code of Ethics

1.5.1 Atmosphere:

A Brand Partner shall show fairness, tolerance, and respect to all people in association with their LifeWave business and related activities, regardless of race, gender, age, social class, nationality, or religion, thereby fostering a ‘positive atmosphere’ of teamwork, good morale, and community spirit.

1.5.2 Disagreements:

A Brand Partner shall strive to resolve general business issues, which include disagreements with Upline or downline, by emphasizing tact, honesty, common courtesy, sensitivity, and goodwill. A Brand Partner shall take care not to create additional problems or to generate a disruptive/hostile business atmosphere.

1.5.3 Honesty:

A Brand Partner shall always be honest and truthful and shall not make disparaging, negative, untrue, or misleading statements about LifeWave, its employees, products, sales campaigns, marketing campaigns, Compensation Plan, other Brand Partners or Customers, other businesses, or competitors, or make statements that unreasonably offend, mislead, or otherwise influence or coerce others in any way.

1.5.4 Consequences:

LifeWave may take appropriate action against a Brand Partner if LifeWave determines that the Brand Partner’s conduct is inappropriate, detrimental, disruptive, unlawful, or damaging in any way to LifeWave, its business, other Brand Partners, or other persons or entities.

1.5.5 Compliance with Laws & Regulations

Brand Partners shall comply with all applicable laws and regulations concerning the operation of their LifeWave Account.

1.5.6 Reporting Improper Conduct:

Complaints should generally be directed through the Brand Partner's Upline for resolution. A Brand Partner may also direct complaints regarding another Brand Partner or violations of the *Policies & Procedures* in writing or email to the Member Success Department (compliance@lifewave.com or membersuccess@lifewave.com) to minimize the negative aspects accompanying such complaints. A complaint should include the name and ID of the Brand Partner who is in breach, a detailed description of the breach, and supporting documentation of the breach (i.e., email, message, image, etc.) if available.

1.6 Term & Renewal

1.6.1 Term:

The term of this Agreement is one year and commences on the date of enrollment.

1.6.2 Renewal:

Each year a Brand Partner may renew the Agreement for an additional one-year term by paying an annual renewal fee (see Appendix A.8.) on or before the anniversary date of the Agreement. If the renewal fee is not paid within thirty (30) days after the expiration of the current term of the Agreement, the Agreement will be terminated. A Brand Partner must also complete the prompt from its Account Back Office to annually reaffirm the terms of the most current Agreement.

1.7 Brand Partner Rights

Once a Brand Partner's Agreement has been accepted by LifeWave, the benefits of the Agreement will be available to the Brand Partner as long as the Brand Partner is not in breach of the Agreement. These benefits include the right to (a) sell LifeWave Products in accordance with the Agreement; (b) participate in the Compensation Plan and if eligible, receive commissions and benefits; (c) Sponsor other individuals to become Brand Partners; (d) receive periodic LifeWave literature and other LifeWave communications; (e) participate in LifeWave-sponsored support, service, training, motivational, and recognition functions (upon payment of appropriate charges, if applicable and legally permissible); and (d) participate in promotional and incentive contests and programs sponsored by LifeWave.

1.8 Independent Contractor

A Brand Partner is an independent contractor and not an employee or agent of LifeWave. See Appendix A.1 for more information.

1.9 Company Use of Information

By submitting a Brand Partner Application that is accepted by LifeWave, the Brand Partner consents to allow LifeWave, its affiliates, and any related company to (a) process and utilize the information submitted in the Brand Partner Application (as amended from time to time) for purposes related to the LifeWave business; and (b) disclose, now or in the future, such Brand Partner information to companies which LifeWave may, from time to time, deal with to process commissions, credit cards, and orders and to deliver information to a Brand Partner to improve its marketing, operational, and promotional efforts. A Brand Partner has the right to access its personal information and submit updates through its Account in the Back Office.

2. DEFINITIONS

In these *Policies & Procedures*, the following terms shall have the meanings specified below.

2.1 Account

The Account is the position within the LifeWave Network that determines the Brand Partner's Sponsor and position in the Enrollment Tree and Binary Tree.

2.2 Application (Also the "Terms & Conditions")

The Application is the online or printed "Application Form" and its Terms and Conditions.

2.3 Authorized Countries

Authorized Countries are countries officially announced as open to Brand Partners selling products and building their downline organizations. Not-For-Resale or NFR markets are Authorized Countries.

2.4 Binary Placement Tree

The Binary Placement Tree is the organizational structure that includes newly enrolled Brand Partners who are placed in the Binary Placement Tree at the bottom of the right or left binary legs. When an Upline enrolls new Brand Partners, the Brand Partners are placed at the bottom of one of the binary legs; this is known as spillover. Referred to also as “Binary Tree.”

2.5 Bonus & Commissions

The Bonus and Commissions are defined in the Compensation Plan; referred to as “Commissions.”

2.6 Brand Partner

The Brand Partner is a person or legal entity who successfully applies for a LifeWave Account by agreeing to the Agreement and meets all other requirements.

2.7 Country of Residence

The Country of Residence is the country in which the Brand Partner resides, regardless of the country where they enrolled.

2.8 Customer

The Customer is a person who is not a Brand Partner and purchases LifeWave Products.

2.9 Enroller Tree

The Enroller Tree is when a Brand Partner enrolls new Brand Partners in its Lines of Sponsorship, and the new Brand Partners become part of the original Brand Partner’s Enroller Tree. Any further Brand Partners the new Brand Partners enroll are also a part of the original Brand Partner’s Enroller Tree, and so on.

2.10 LifeWave Network

The LifeWave Network is the individual and collective culmination of Brand Partner and Customer Accounts registered with LifeWave. The LifeWave Network is exclusively utilized for authorized business activities and purposes of LifeWave, its Brand Partners, and its Customers. Brand Partners do not have any ownership rights in the LifeWave Network and waive any rights or claims to the same.

2.11 Line of Sponsorship

The Line of Sponsorship is when a Brand Partner personally enrolls a new Brand Partner in their Enroller Tree, creating a new link in the Sponsorship network. The Line of Sponsorship grows as the new Brand Partner then enrolls other Brand Partners, and so on. There is no limit to how many Lines of Sponsorship a Brand Partner may create.

2.12 Non-circumvention

Non-circumvention, as used in 3.6.1.2, is the attempt to get around or bypass the change of Sponsor rules in 5.5 or the waiting rules in 3.14.

2.13. Not-For-Resale (NFR)

Not- For- Resale is described in section 4.11.2.

2.14 Sponsor

The Sponsor is the Brand Partner who recruited new individuals or companies to become Brand Partners. The new Brand Partners will be placed in the original Brand Partner’s Account when they are enrolled.

2.15 Upline

The Upline is the organizational structure in the Enroller Tree under which a new Brand Partner enrolls, beginning with the Brand Partner’s Sponsor, and continuing up through each successive Brand Partner’s Sponsor.

3. APPLICATION PROCESS & ACCOUNT MANAGEMENT

3.1 Enrollment

To become a Brand Partner, the applicant must (a) be at least 18 years of age (or the minimum age required in the country of enrollment) if an individual, or if a legal entity, be properly registered and in good standing in the registered business jurisdiction; (b) be authorized to engage in direct sales in the Country of Residence; (c) provide a valid government-issued identification number (e.g., passport, tax ID, etc.); (d) submit a truthfully completed Agreement (electronic or paper copy) that has a unique email address and phone number and that is accepted by the Company; and (e) purchase a Starter Kit, unless prohibited by law.

3.1.1 Revocation:

LifeWave reserves the right to revoke or nullify an Application submitted with fraudulent information or to manipulate the Compensation Plan.

3.1.2 Inaccurate Information:

If an applicant or Brand Partner provides inaccurate information (including signatures) on an Application, Request to Transfer/ Add a Co-Applicant form, Company Information form, Charge Authorization form, Sponsor Release form, or Sponsor Correction form, or provides the Company with any personal information, business information, or identification that is inaccurate or a false representation, the Company may reject their Application or terminate their Account.

3.1.3 Minors & Incompetent Persons:

A person who is recognized as a minor in his or her jurisdiction of residence cannot be a Brand Partner. Most jurisdictions require one to be 18 years or older to enter into a contract. A Brand Partner shall not enroll or recruit minors, incompetent persons, or anyone unable to legally enter into a contract.

3.1.4 Electronic Enrollment:

3.1.4.1 Signature & Consent.

As part of a Brand Partner's relationship with LifeWave, the Company wants to ensure a Brand Partner has all the information it needs to effectively manage its Account through its electronic or Back Office. LifeWave requires a Brand Partner's prior consent to provide the information electronically. A Brand Partner gives this consent when it enrolls electronically. A Brand Partner also consents to the use of electronic records and signatures, as well as the terms stated in 3.1.4.

3.1.4.2 Agreement & Electronic Record.

The entire agreement between a Brand Partner and LifeWave will be evidenced in an "Electronic Record," as described herein. A Brand Partner electronically acknowledges that it agrees to the Terms and Conditions, the *Policies & Procedures*, and the Compensation Plan.

3.1.4.3 Forms & Transactions.

As a Brand Partner operates its Account, product orders and services will be in an electronic format. In addition to the Brand Partner Agreement, forms that a Brand Partner signs and communications LifeWave sends to a Brand Partner may be in electronic form. All are part of the Electronic Record. LifeWave may also use electronic signatures and obtain them from a Brand Partner as part of transactions.

3.1.4.4 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 Back Office online or by mobile app.

3.1.4.5 Equipment & Software.

To Access Electronic Records, a Brand Partner will need the following hardware and software: A Personal Computer ("PC") with a modem, Wi-Fi, or other Internet access device; operational Internet browser software (e.g., Microsoft Edge, Internet

Explorer, Google Chrome), and Adobe Acrobat Reader or other portable document file reader. LifeWave will advise all Brand Partners regarding any changes to equipment or software requirements to access the terms of the Agreement and provide an amended list of equipment and software. Upon such an event, a Brand Partner may withdraw its consent.

3.1.4.6 Withdrawing Consent.

A Brand Partner may withdraw its consent to the use of Electronic Records at any time. However, the Brand Partner Agreement will be automatically terminated following the withdrawal of consent. To withdraw consent (and thereby terminate the Brand Partner Agreement), or update any personal information, a Brand Partner may send a written notice to customerservice@lifewave.com.

3.2 Notice of Changes

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

3.3 Enrollment Fee

The enrollment fee includes the purchase of the Starter Kit and gives the Brand Partner access to a back-office Account that allows the Brand Partner to manage its LifeWave business. The enrollment fee also provides access to the Company's digital marketing assets. Apart from the enrollment fee, no person is required to purchase LifeWave products or to pay any charge or fee to become a Brand Partner. (See the fee schedule in Appendix A.8).

3.4 Beneficial Interest

3.4.1 One Account:

A Brand Partner may have a beneficial interest in *only* one Account. "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 LifeWave Account. This means that Brand Partners of the same household and principals in a legal entity, including partners and principals of the entity, cannot have a Beneficial Interest in more than one Account.

3.4.1.1 Indicia of a Beneficial Interest.

Indicia of a Beneficial Interest includes the use of the same payment methods, bank accounts, account details (including emails, phone numbers, billing and shipping address, commissions payment channels, etc.

3.4.1.2 Household.

Household means all individuals who are living at or doing business at the same address, and/or who are related by marriage, domestic partnership, or who are living together as a family unit or in a family-like setting. Exceptions may be allowed for specific circumstances, such as for spouses who married before the effective date of these *Policies & Procedures*. All Brand Partners who share the same address must be within the same Line of Sponsorship. Multi-generational families living at the same address must operate as separate Accounts according to the separate indicia in 3.4.1.1.

3.4.2 Attribution Actions by Household Brand Partners:

If any individuals of a Brand Partner's Household engage in any activity which, if performed by the Brand Partner, would violate any provision of the Agreement, such activity may be deemed a violation of these policies, and the Brand Partner (Account holder) may be held responsible for such activities. LifeWave will proceed with a fair and honest investigation to ensure correct practices regarding the *Policies & Procedures* and may take disciplinary action according to these *Policies & Procedures* against the respective Brand Partner.

3.5 Legal Entities

3.5.1 Proof of Status:

Legal entities (limited liability companies, partnerships, etc.) must obtain, complete, and submit the "Company Information Form" from the Back Office and submit the company documents listed therein. For example, copies from their state or country's official registry must show the entity's registration and good standing. The documentation must include the name and the registration or tax number of the entity. The Brand Partner must also provide proof of the names, addresses, and government IDs of each principal (shareholder, director, officer, partner, etc.) and a bank account in the name of the entity for commission payments.

3.5.2 Trusts:

Trust Applications must include a signed letter identifying the manager or trustee of the trust.

3.5.3 Sole Proprietors & Other Entities:

Sole proprietors and registered DBAs (Doing Business As) that have distinct Tax Identification Numbers may be required to submit a signed statement or copy of ownership or other appropriate documentation and tax identification information from relevant tax authorities. Any associated principals or Brand Partners must disclose their name, address, and tax/government ID number. Each principal and/or Brand Partner may not hold an interest in another LifeWave Brand Partner position.

3.5.4 Business Entity Registration Form:

All Legal entities that apply to be a Brand Partner must submit to the Member Success Department a “Company Information Form” (the form is in the Back Office). If the form is not submitted within twenty-one (21) days of its date of enrollment, LifeWave is authorized to and shall withhold any and all compensation to which the Brand Partner is due from LifeWave until a properly completed “Business Entity Registration Form” is submitted to it. Each Brand Partner must immediately notify LifeWave of all changes to the type of business entity they utilize in operating their businesses.

3.5.5 Beneficial Interest in Another LifeWave Account:

No principal shall hold a Beneficial Interest in another LifeWave Account. See section 3.4.

3.6 Adding or Removing Persons to an Account After Enrollment

3.6.1 Adding a New Brand Partner Who is Not a Spouse:

When adding a person who is not a spouse or co-habitant to an existing LifeWave Account, the Brand Partner must complete and submit the “Request to Transfer / Add Co-Applicant Form” to Compliance (the form is in the Back Office). LifeWave will verify the information before adding another party to the Account.

3.6.1.1 Request Denial.

The request will not be granted if the co-applicant has a Beneficial Interest in another Brand Partnership or is subject to the waiting requirement in section 3.14.

3.6.1.2 Non-circumvention.

To prevent the circumvention of 3.6.1 and 5.5, the original applicant must remain a party to the original Agreement once a co-applicant is added; however, if the original Brand Partner wants to terminate their relationship with LifeWave, the Co-Brand Partner must submit a “Request to Transfer / Add Co-Applicant Form” (found in the Back Office) and comply with Section 3.14. If this is not followed, then LifeWave may terminate the Agreement upon withdrawal of the original Brand Partner.

3.6.1.3 Add New Principal.

If a Business Entity wishes to add a new principal, it must adhere to the transfer requirements of Section 3.11.

3.6.1.4 Brand Partnership Status Changes.

A Brand Partner who wishes to change its status from that of an individual Brand Partner to a participant in a corporation, partnership, or trust under the same Sponsor may do so, subject to the prior written approval from LifeWave.

3.7 Resignation of a Co-Brand Partner

When a Co-Brand Partner desires to resign from the Account and terminate its relationship with LifeWave, the Company requires a completed “Removal of Co-Brand Partner Request Form” from the departing Brand Partner and a new Agreement containing only the remaining Brand Partner’s information and signature. In addition, the resigning Co-Brand Partner is subject to the waiting requirements of section 3.14.

3.8 Change in Form of a Legal Entity

A Brand Partner 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 Brand Partner 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 LifeWave. 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 obligations to LifeWave.

3.9 Transfers Involving a Spouse (As a Co-Brand Partner) Or a Closely Held Company

3.9.1 Individuals:

A Brand Partner, who is an individual, may transfer their interest (and the spouse's interest, if applicable) to a legal entity that is one hundred percent (100%) held by one or both spouses. (Example: Mr. A is the sole name on an Account. He may transfer his rights to XYZ, LLC if he (and his wife) is the sole owner of XYZ, LLC.

3.9.2 Company:

A Brand Partner that is a legal entity and one hundred percent (100%) owned by an individual and/or their 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 Account is in the name of XYZ, Inc. XYZ, Inc. may transfer its interest to Mr. A (and to Mrs. A, on the same Account).

3.9.3 Transfer Requirements:

To accomplish the transfer, the Brand Partner must submit an amended Application and:

3.9.3.1 Add a Spouse.

If adding a spouse, the "Request to Transfer / Add Co-Applicant Form" and a copy of their marriage certificate.

3.9.3.2 Remove a Spouse.

If removing a spouse, a notarized "Removal of Co-Brand Partner Request Form" with both spouses' signatures authorizing the removal.

3.9.3.3 Transferring Legal Entity.

If transferring to a legal entity, the "Request to Transfer / Add Co-Applicant Form" and a certificate of good standing from the state of the organization and a copy of its charter documents showing all the interest holders and management.

3.9.3.4 Transferring Legal Entity to Individual (And Spouse).

If transferring from a legal entity to the individual and/or individual and spouse, the "Request to Transfer / Add Co-Applicant Form" and an authorizing statement are signed by an officer or director of the legal entity and signed by the individual (and spouse, if applicable).

3.10 Changes in a Brand Partner's Personal Status

3.10.1 Divorce & Entity Dissolution:

If married/cohabitating Brand Partners who share an Account obtain a divorce, or if the entity holding the LifeWave Account is dissolved, LifeWave will continue to treat the Account according to the original Brand Partner Application until such time that LifeWave receives a signed and notarized agreement from all parties to the marriage or entity, or a court order directing otherwise. LifeWave will not split commission payments.

3.10.1.1 Waiting Requirement.

A former spouse/cohabitation individual who was a Co-Brand Partner is subject to the waiting period of section 3.14 for re-application. LifeWave may in its discretion waive some or all of the waiting period.

3.10.2 Death:

Upon the death of a Brand Partner, the Agreement and a Brand Partner's rights therein shall pass to its lawful heir(s) as provided by law so long as the heir otherwise qualifies to be a Brand Partner. However, LifeWave will not permit such transfer until the heir has submitted a completed "Request to Transfer / Add Co-Applicant Form" and an Application reflecting the new ownership, together with a copy of the official death certificate and a lawful will or trust or court order designating the lawful heir. Upon satisfaction that a transfer is appropriate, LifeWave will transfer the Account to the heir. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other Brand Partner.

3.10.2.1 Payments.

Commission payments of a LifeWave Account transferred according to this section will be paid in a single payment to the successor.

3.10.2.2 Joint Successors.

If the Account is bequeathed to more than one heir, the heirs must either become co-applicants or form a business entity and submit the documentation required for companies in section 3.5.4.

3.10.2.3 Existing Brand Partner.

If the heir is already an existing Brand Partner, LifeWave will allow them to keep their current Account plus keep the inherited position active for up to 6 months. By the end of the 6 months, the Brand Partner must have terminated or otherwise transferred either the existing position or the inherited position.

3.10.3 Incapacity:

If a Brand Partner is incapacitated and cannot operate its Account, LifeWave will recognize the Brand Partner's authorized agent to operate the Account during the incapacity. To do so, the authorized agent must provide satisfactory proof of the Brand Partner's incapacity and satisfactory proof of their authority to act for the incapacitated Brand Partner (e.g., a durable or springing power of attorney or court order) that is authentic and which the Company can verify as lawful.

3.11 LifeWave Account Transfers

3.11.1 Approval Required:

An Account is a key element of the LifeWave business and is therefore a protected, proprietary asset owned by the Company. To obtain approval for an Account transfer, the seller and buyer must submit the following to the Member Success Department for review and approval (a) a fully signed purchase and sale agreement between the buyer and seller; (b) a completed and signed Brand Partner Application and Agreement from the Buyer; and (c) a completed Account Transfer form. LifeWave may request additional documentation that may be necessary to analyze the transaction between the buyer and seller. The Member Success Department will, in its sole and absolute discretion, approve or deny the sale, transfer, or assignment after its receipt of all necessary documents from the parties.

3.11.2 Additional Requirements:

3.11.2.1 Selling Brand Partner Account Payment.

The selling Brand Partner Account must be paid at or above the rank of Manager, be in good standing, and not in violation of any of the terms of its Agreement.

3.11.2.2 Good Faith Offer from Potential Buyer.

The selling Brand Partner must have received a good faith offer from the potential buyer and is subject to 3.13.

3.11.2.3 Buyer Eligibility.

The buyer must otherwise be eligible to become a Brand Partner.

3.11.2.4 Debt Obligations of Selling Party.

Before the transfer can be finalized and approved by LifeWave, any debt obligations the selling party has with LifeWave must be satisfied.

3.12 Prohibited Transfers

3.12.1 Change in Line of Sponsorship:

A transfer is prohibited if the transfer would result in a change in the Line of Sponsorship.

3.12.2 To A Former Brand Partner Within the Waiting Period:

A transfer is prohibited if the transfer would be to a former Brand Partner who is still subject to the waiting period in 3.14.

3.12.3 Circumvention & Manipulation:

A transfer is prohibited if any transfer is without reasonable merit and/or appears to be an attempt to circumvent or manipulate LifeWave's programs, commission plan, policies, or the requirements set forth herein.

3.12.4 Transferring to & Obtaining Ownership of Separate Account:

A transfer is prohibited if the Brand Partner transfers its Account and simultaneously transfers into and obtains ownership of a separate Account. Such transfers will be voided, the Brand Partner will be deemed to have resigned, and the Account will be terminated.

3.12.5 Brand Partner Joins Another Direct Sales Company:

A transfer is prohibited if the selling Brand Partner joins another direct sales company and the transfer is an attempt to preserve access the earnings of the Account. In such case, the transfer will be voided, and the Account terminated.

3.12.6 Recruiting Tool for Potential Brand Partners:

A transfer is prohibited if the transfer would be a result of the Brand Partner promoting, selling, offering, or otherwise using a downline position as a recruiting tool, method of enticement for a potential Brand Partner, or any other reason. Such activity is a form of “slotting” or network manipulation. Anyone engaged in this, or similar practices, will be deemed to violate these policies and will be subject to the terms outlined in Section 9.4.

3.13 Right of First Refusal

All offers for the sale or transfer of ownership of an Account are subject to the rights of first refusal as described herein, except that such rights shall not apply to transfers made under sections 3.8, 3.9, and 3.10.

3.13.1 Procedures:

If a Brand Partner receives a Good Faith Offer (as hereinafter defined) to purchase his/her interest in a Brand Partnership, the Brand Partner shall first offer to sell such interest to LifeWave on the same terms and conditions contained in the Good Faith Offer. The Brand Partner shall deliver the Good Faith Offer in writing to LifeWave, and LifeWave 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 Account rights and obligations by a Person that is not a Brand Partner, which LifeWave, 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 Account rights and obligations.

3.13.2 Subsequent Good Faith Offers:

This section shall apply to each new Good Faith Offer received by the Brand Partner.

3.13.3 Voidable Sales; Assumption of Obligations:

If the seller transfers or attempts to transfer their Account upon terms different than those outlined in the offer to LifeWave, such transactions shall be voidable at LifeWave’s option. Further, if the parties fail to obtain LifeWave’s approval for the transaction, LifeWave may refuse to recognize the transaction.

3.14 Waiting Rule for Reapplying

3.14.1 Waiting Period:

To preserve the integrity of the Line of Sponsorship of all Brand Partners, any time a Brand Partner cancels, terminates, or resigns from its Account, or is involuntarily terminated, the Brand Partner must wait six (6) months to reapply to be a Brand Partner.

3.14.2 Tolling of Waiting Period:

Any activity by the waiting Brand Partner during the waiting period that may suggest the Brand Partner is building a new business shall re-set the applicable waiting period. Indicia of such activity includes, but is not limited to, attending meetings, recruiting, or promoting the opportunity or Products in any way.

3.15 Termination Through Inactivity

If a Brand Partner’s Account is inactive for twelve (12) consecutive months, the Company may terminate it. Inactivity is defined as no purchases, sponsoring, or earning of commissions by the Brand Partner during the term.

4. BRAND PARTNER RESPONSIBILITIES & BUSINESS PRACTICES

4.1 Ethics

A Brand Partner agrees to comply with the LifeWave Code of Ethics in section 1.5.

4.1.1 Reporting Unethical Behavior:

Brand Partners observing a policy violation by another Brand Partner should submit a written report of the violation to the Member Success team at compliance@lifewave.com. The email must include the Brand Partner's name and User ID. Anonymous complaints will not be accepted under any condition. No telephone calls, texts, or in-person/ non-written conversations 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. Purposeful or reckless submission of false information, especially information designed to disparage or harm a Brand Partner, Customer, or Employee, shall be considered a violation of these terms, and LifeWave may subject the submitting Brand Partner to sanctions.

4.1.2 Negative or Disparaging Remarks & Activities:

Negative, disparaging, inappropriate, defamatory, misleading, or false comments, claims, and remarks about LifeWave, its officers, directors, employees, partners, Brand Partners, Customers, products, opportunities, the Compensation Plan, or third-party entities (including competitors) by Brand Partners and/or Customers at any time, in any manner, and through any medium, is strictly prohibited. Such conduct represents a material breach of these *Policies & Procedures* and may be subject to sanctions as deemed appropriate by LifeWave including, but not limited to, involuntary termination.

4.1.3 Harassment, Abuse, Intimidation, Threats, or Violence:

Additionally, any manner of harassment, abuse, intimidation, threats, or violence by any Brand Partner against any person or entity (including LifeWave, its officers, directors, employees, Brand Partners, Customers, etc.) is strictly prohibited. Use of any inappropriate coercion or force (i.e., any form of extortion or similar tactics), favors, agreements, requests, and advances (physical, sexual, or otherwise) in association with LifeWave will not be tolerated and may result in termination and/or possible legal recourse.

4.1.4 Personal Information of Other Brand Partners:

A Brand Partner shall treat the personal information of another Brand Partner, such as their ID number, home address, telephone number, etc. as confidential and will not use it for any purpose other than in connection with LifeWave's business, when permitted in the Agreement or if required by law.

4.2 Authorization to use Name & Likeness

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

4.3 Independent Contractor Status

A Brand Partner is an independent contractor and not an employee of the Company. See Appendix A.1 for additional terms.

4.4 Contacting Suppliers, Vendors, Research Partners & Facilities, Scientific Advisors/Partners, Etc.

A Brand Partner shall not directly or indirectly contact or solicit information from any LifeWave supplier, vendor, research partner or research facility, scientific advisor, associated university/labs, or any other LifeWave partner or consultant, without the prior written consent of the Company.

4.5 Contacting Medical Facilities & Personnel

A Brand Partner shall not contact, solicit, or in any way attempt to sell LifeWave products to hospitals, medical clinics, or to the medical professionals who staff these facilities for purposes of enrolling them or selling products, except where there is a prior professional relationship. A Brand Partner who violates this policy is subject to immediate termination of their Account.

4.6. Limitations On Promoting Other Business Opportunities

4.6.1 Participation / Non-Competition:

A Brand Partner may participate in other direct sales, multilevel, network marketing, or relationship marketing business ventures or marketing opportunities. However, during the term of this Agreement, a Brand Partner is prohibited from sponsoring or recruiting any Brand Partner or Customer who is not directly sponsored by that Brand Partner to any other direct sales or network marketing business.

4.6.2 Operate Separately:

If a Brand Partner is a direct seller in another company, it is its responsibility to ensure that its LifeWave business is operated entirely separately and apart from any other direct selling business. Therefore,

4.6.2.1 Promoting LifeWave in Conjunction with Non-LifeWave Business.

Brand Partners shall not promote the LifeWave opportunity, products, or services in any venue, location, or media (collectively referred to herein as “Venues”), including, but not limited to, physical, electronic, virtual, telephonic, video, or any form of social media Venue, to prospective or existing LifeWave Customers or Brand Partners in conjunction with any non-LifeWave program, opportunity, product, or service.

4.6.2.2 Brand Partner Promoting Non-LifeWave Direct Sales Business.

If a Brand Partner wants to promote a non-LifeWave direct sales business, opportunity, or products/services (“Other Opportunity”) via any form of social media, the Brand Partner shall *not* include any aspect of the Other Opportunity within the same social media account in which LifeWave, its opportunity, products or services are promoted. That is, a Brand Partner who wants to promote both LifeWave and the Other Opportunity, must do so through two (2) completely separate and discrete social media accounts.

4.6.2.3 Production of Other Opportunity Literature, Recordings, or Promotional Material.

Brand Partners shall not produce any literature, audio or video recording, or promotional material of any nature (including but not limited to social media postings and emails) that is used by the Brand Partner or any third person to recruit Brand Partners or Customers to participate in any other direct selling or network marketing opportunity.

4.6.2.4 Activities to Draw Inquiries to Other Opportunity.

Brand Partners shall not engage or participate in any activity that may reasonably be foreseen to draw an inquiry from Brand Partners or Customers relating to the Brand Partner’s Other Opportunity.

4.6.3 Limitations on Presidential Directors:

4.6.3.1 Presidential Director Income & Promotion.

Senior leaders are not required to relinquish their income from any other opportunity they may have been involved with before achieving their rank, however, due to the visibility and influence of such Brand Partners, those who achieve such ranks shall not actively promote any network marketing opportunity, direct sales, or party plan company, regardless of whether the company sells competing products or not.

4.6.3.2 Brand Partners Featured by Other Companies.

Brand Partners who achieve a senior leadership rank shall not permit themselves to be featured in promotional materials for other companies, including but not limited to company videos, on-stage presentations, awards ceremonies, promotional ads

or flyers, leadership calls, etc. Any breach of this section could lead to the immediate suspension and/or termination of the Brand Partner's Account.

4.7 Unfair Competition

4.7.1 Prohibited Activity While a Brand Partner:

Maintaining the integrity of the Line of Sponsorship in a downline organization is fundamental to the success of network marketing. Therefore, during the term of the Agreement, a Brand Partner shall not participate in Cross-Sponsoring, Line Switching, or Enticement for any other Brand Partner.

4.7.1.1 Cross-Sponsoring.

Cross-sponsoring means the actual enrollment of another Brand Partner or Customer to another direct sales or network marketing opportunity.

4.7.1.2 Line Switching.

Line Switching means applying for and being granted a new Account (a) when already a Brand Partner, (b) when holding a Beneficial Interest in another Account; and/or (c) when still subject to the waiting period in section 3.14.

4.7.1.3 Enticement.

Enticement means the attempted solicitation, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party) another LifeWave Brand Partner or Customer to Line Switch or to Cross-Sponsor. This conduct includes a Brand Partner's actions in response to an inquiry made by another Brand Partner or Customer.

4.7.1.4 Fictitious Information.

Using the identity of another, whether a spouse, relative, or third party, and the use of a trading name, assumed name, a legal entity, or government-issued identification numbers that are false or belong to another, or any other device to circumvent this policy is prohibited. Accounts using such fictitious information shall be deemed void from their establishment and shall be terminated.

4.7.1.5 Remedies for Breach.

A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between LifeWave and its Brand Partners and would inflict irreparable harm on LifeWave. Therefore, LifeWave may take any or all actions described in sections 9.4 and 9.5. LifeWave may also: (a) terminate the Accounts in breach; (b) terminate the Accounts created as a result of Line Switching (the "Second-in-Time Account"); (c) assess liquidated damages against any of the Brand Partners involved; (d) leave in place the downline Accounts enrolled by the Second-in-Time Account; and (e) not change Sponsorship or Placement unless extenuating circumstances and fairness compel otherwise. The Company may impose any or all or any portion of the foregoing actions in its sole and absolute discretion. The Brand Partners affected by the remedies taken shall waive all claims against the Company that arise from or relate to the disposition of affected Accounts.

4.7.2 Restrictions After Termination:

For twelve (12) calendar months following termination of the Agreement or such greater period as may be legally enforceable, a Brand Partner shall not recruit any other Brand Partner or Customer to participate in another direct selling company. Brand Partner and LifeWave acknowledge that because direct selling 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 LifeWave ships Products or conducts business, whether through direct selling, e-commerce, or otherwise. This subsection shall survive termination of the Agreement.

4.8 Product Claims

4.8.1 No Disease Claims:

A Brand Partner shall not make any statements that claim LifeWave products will diagnose, treat, cure, prevent, or mitigate disease, nor shall the Brand Partner make any unauthorized representation regarding LifeWave or any LifeWave products.

LifeWave Products are not approved for use by persons under the age of 18 unless otherwise directed by a licensed health care practitioner.

4.8.2 Permitted Product Claims:

A Brand Partner may make claims about the Products that are in the Official LifeWave Literature of the country for which it is approved. A Brand Partner shall not make claims about the Product that are not in the Official LifeWave Literature. See Appendix C for permitted and prohibited claims for the country where this Agreement is applicable.

4.8.3 Responsibility for Unapproved Product Claims:

A Brand Partner is fully responsible for all its verbal and/ or written statements made regarding the products, services, and Compensation Plan, which are not expressly contained in official Company materials. The Brand Partner agrees to indemnify the Company against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by the Brand Partner that are outside the scope of the contract. The provisions of this section survive the termination of the contract.

4.9 Income, Lifestyle & Opportunity Claims

4.9.1 Truthful & Not Misleading:

When promoting their business or the company, Brand Partners shall make claims that are truthful and not misleading. Misleading means that while the Brand Partner's success may be significant, it may not be typical of the experience of a majority of Brand Partners.

4.9.2 Prohibited & Permissible Claims:

4.9.2.1 Income Claim & Earnings Representation.

The terms "Income claim" and/or "Earnings representation" (collectively "Earnings claim") include (a) statements of actual earnings; (b) statements of projected earnings; (c) statements of earnings ranges; (d) income testimonials; (e) lifestyle claims; and (f) hypothetical claims. A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one's dreams, having everything one always wanted, and are phrased in terms of "opportunity," "possibility," or "chance." See Appendix C for more requirements.

4.9.2.2 Income & Lifestyle Claims.

No express or implied income claims or lifestyle claims may be made to prospective or current Brand Partners, nor may Brand Partners use their incomes as indications of the success assured to others.

4.9.2.3 Displaying Commission Payments & Income Claims.

Brand Partners may not display commission payments or make specific income claims or representations when recruiting or otherwise representing the opportunity.

4.9.2.4 Image of Cash Rewards.

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

4.9.2.5 Lifestyle & Income Claims.

Lifestyle and income claims arising from the Compensation Plan shall be in strict accordance with the permitted claims in Addendum C.

4.10 Governmental Endorsement Claims

A LifeWave Brand Partner shall not represent that any regulatory or governmental agency approves, sponsors, or endorses the LifeWave Compensation Plan or any of its products.

4.11 International Sales & Marketing

4.11.1 Authorized Countries:

Brand Partners are authorized to promote and/or sell LifeWave products and enroll Customers or Brand Partners only in the countries in which LifeWave is authorized to conduct business, as announced in official Company literature. Brand Partners

are prohibited from exporting or importing products in or to unopened markets or countries. Only LifeWave may ship products to NFR markets.

4.11.2 NFR Markets:

NFR (Not-For-Resale) markets are countries where LifeWave ships products to individuals on a not-for-resale basis.

4.11.3 No Registration:

Brand Partners shall not take any steps in any country toward the introduction or furtherance of the Company. This includes, but is not limited to, any attempt to register, reserve, or otherwise secure any Company names, trademarks, trade names, copyrights, patents, or other intellectual property, to secure approval for products or business practices, or to establish business or governmental contacts. A Brand Partner agrees to indemnify the Company for all costs incurred by it for any remedial action needed to exonerate the Company in the event a Brand Partner improperly acts purportedly on behalf of the Company.

4.11.3.1 Right to Receive Commissions.

A Brand Partner's right to receive commissions in a country may be revoked at any time if the Company determines that the Brand Partner has not conducted business in the particular country in accordance with the terms and conditions contained herein or the governing operations within such country.

4.11.3.2 Conducting Business Internationally.

A Brand Partner who conducts business internationally agrees to abide by all special policies established by the Company for the specific country in which they conduct business.

4.11.4 No Premarketing Activity:

A Brand Partner shall not engage in any of the following activities in an Unauthorized Country: (a) advertise the Company, the Compensation Plan, or its products; (b) offer Company products for sale or distribution; (c) conduct sales, enrollment, or training meetings; (d) enroll or attempt to enroll potential Customers or Brand Partners; (e) accept payment for enrollment or recruitment from citizens of Countries where LifeWave does not conduct business; (f) promote international expansion via the Internet or in promotional literature; or (g) conduct any other activity to sell LifeWave products, establish a marketing organization, or promoting the LifeWave opportunity.

4.12 Intellectual Property

4.12.1 Using Intellectual Property for Promotion:

A Brand Partner may not use any of LifeWave's intellectual property including, but not limited to, copyrights, trademarks, logos, or trade secrets, or any distinctive slogan, product names, or phrases used by LifeWave, or recorded events to promote the Brand Partners' businesses without consent and written approval by the Company. LifeWave may specifically authorize materials and make them available for download through the LifeWave website and/or Back Office. However, all such materials may only be utilized as approved or otherwise authorized in the Company's terms.

4.12.2 Obtaining Rights, Interest, or Title to Intellectual Property:

A Brand Partner may not obtain, through use, registration, or filing for a trademark or copyright application, any right, interest, or title to the names, trademarks, logos, or trade secrets of LifeWave and its products. This policy extends to the use of LifeWave properties in any registration and use of URLs, email names, team names, tag lines, social media groups or pages, or any other format, platform, or medium.

4.12.3 Assets Utilizing LifeWave Intellectual Properties:

Brand Partners hereby agree to immediately remove or shut down any asset utilizing LifeWave's intellectual properties and refrain from any use of the asset, indefinitely, OR provide the Company full rights of ownership for any filings, registrations, Applications, or uses involving LifeWave's intellectual properties, upon the Company's request. Failure to comply with this agreement or adequately cooperate may result in immediate termination and/or use of legal remedies.

4.13 LifeWave Brand Partner Lists, Confidential Information & Trade Secrets

4.13.1 Lists:

4.13.1.1 Purpose.

The Lists are reports generated through the Back Office, including but not limited to Lists of all Brand Partners, organization lists, names, addresses, email addresses, and telephone numbers contained in the LifeWave database, in any form, including, but not limited to, hard copies, electronic copies, or digital media (collectively the “Lists”) are the confidential and proprietary trade secrets of LifeWave. LifeWave has derived, compiled, configured, and currently maintains the Lists through the expenditure of considerable time, effort, and monetary resources. Lists, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of LifeWave, which each Brand Partner shall hold confidential. Except for this agreement of confidentiality and nondisclosure— LifeWave would not provide Lists to a Brand Partner. A Brand Partner’s right to disclose the Lists, information contained therein, and other Brand Partner information maintained by LifeWave is expressly reserved by LifeWave and may be denied at LifeWave’s discretion. Brand Partners shall not create their Lists or use Lists created by other Brand Partners.

4.13.1.2 Purpose.

Lists are made available to Brand Partners for the sole purpose of assisting Brand Partners in working with their downline organization in the development of their LifeWave business. Brand Partners may use Lists provided to them to assist, motivate, and train their downline organization.

4.13.2 Non-disclosure:

A Brand Partner’s access to its Lists is password-protected. Lists are provided to each Brand Partner in strict confidence. Such Lists shall not be disclosed by a Brand Partner to any third party or used for purposes other than in the performance of its obligations under the Agreement and for LifeWave’s benefit without LifeWave’s prior written consent. Any unauthorized use or disclosure of the Report constitutes misuse, misappropriation, and a violation of the Brand Partner Agreement and may cause irreparable harm to LifeWave.

4.13.3 Additional Restrictions:

Each Brand Partner shall not, on its behalf, or behalf of any other person:

4.13.3.1 Disclose Report Information.

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

4.13.3.2 Disclose Password.

Directly or indirectly disclose the password or other access code to its List.

4.13.3.3 Compete with LifeWave.

Use the information to compete with LifeWave or for any purpose other than promoting the Brand Partner’s LifeWave business.

4.13.3.4 Recruiting.

Recruit or solicit any Brand Partner listed in any Report or in any manner attempt to influence or induce any Brand Partner to alter its business relationship with LifeWave.

4.13.4 Return Lists Upon Termination:

Upon LifeWave’s demand and always upon termination of the Agreement, the Brand Partner shall return to the Company the original, and all copies of any Lists and any confidential or trade secret information taken therefrom (whether paper or electronic) that is in the Brand Partner’s possession or subject to its control.

4.13.5 Breach:

In the event the Brand Partner breaches any of the covenants of this subsection on Lists, the Company may terminate the Account and may seek injunctive relief to prevent irreparable harm to LifeWave or any of its Brand Partners. LifeWave may also pursue all appropriate remedies under applicable law to protect its rights to Lists; any failure to pursue such remedies will not constitute a waiver of those rights.

4.13.6 Confidential Information:

Brand Partners may gain access to confidential information of LifeWave. Specifically, without limiting the foregoing, confidential information includes information contained in the List, manufacturer information, Commission or sales reports, Product formulas, and other financial and business information of LifeWave, and business plans of LifeWave. All such information (whether in electronic, oral, or written form) is proprietary to and owned by LifeWave and is transmitted or available to the Brand Partner in strict confidence. Brand Partner 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 LifeWave or for any other purpose except as expressly authorized by the Agreement. This information is to be used only for the promotion of the LifeWave program in accordance with the Agreement. Brand Partner and LifeWave agree that without this agreement of confidentiality and non-disclosure, LifeWave would not provide the information or make it accessible to Brand Partner. This provision shall survive the termination or expiration of the Agreement.

4.14 Sale of Products

4.14.1 Sales Presentations:

4.14.1.1 Identity.

At sales presentations, Brand Partners shall truthfully identify themselves, the LifeWave Products, and the purpose of their business to prospective Customers. Brand Partners 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.

4.14.1.2 Contact.

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

4.14.1.3 Respect Consumers.

Brand Partners shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers, and shall not exploit the consumer's age, illness, lack of understanding, or lack of language expertise.

4.14.1.4 Representation of Other Companies & Products.

Brand Partners shall not directly or by implication disparage any other company or Product. Brand Partners 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 that can be substantiated.

4.14.1.5 Content.

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

4.14.1.6 Facility Fees.

When renting a facility for a meeting, any fee charged to attending Brand Partners 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 Brand Partners.

4.15 Trade Shows

4.15.1 Trade Shows:

Brand Partners may promote LifeWave products at trade shows. For requests to promote Products as a host or with a booth, table, or display, the Brand Partner shall submit a "Trade Show Request Form" to compliance@lifewave.com before registering for the event. Compliance will ensure the event is conducive to the image LifeWave is attempting to portray. LifeWave will only approve one (1) request per event to prevent the venue from being saturated with Brand Partners hosting multiple booths at the same venue on the same day. However, LifeWave products may not be promoted or displayed with any other products that are sold via network marketing.

4.15.2 Return of Tradeshow Products:

Products purchased for trade shows and other events are non-returnable and non-refundable. Brand Partners must establish the number of products they will be purchasing for the event. This will be subsequently verified utilizing the Brand Partner's

order history at the time of or after the event. Brand Partners hosting the event must purchase products to be used/sold at the event on their Account and may not purchase such products on other Accounts. Brand Partners shall manage their inventory for such events to minimize overstock.

4.16 Sales to Customers

4.16.1 Sales:

All Brand Partners shall sell the LifeWave Products solely to end-user Customers. Brand Partners shall not sell any quantity of Products greater than what can be reasonably purchased by an individual for personal use. Brand Partners shall respond to any questions or concerns from their Customers relating to product information, proper usage, or other inquiries. Brand Partners should consult their materials, refer to and use available educational tools, or contact LifeWave directly in responding to the Customers' questions or concerns.

4.16.2 Resale:

Brand Partners are prohibited from selling or transferring LifeWave Products to any person or entity for resale without the prior written consent of LifeWave. This includes, but is not limited to, sales to wholesalers, freight forwarders/drop shippers, or any person the Brand Partner knows, or has reason to know, intends to re-sell the LifeWave Products.

4.17 Suggested Retail Price

Brand Partners are strictly prohibited from selling LifeWave products or offering product discounts that would render the sale price below that of the wholesale pricing established by the Company. Selling below wholesale price creates a conflict in which the Brand Partner becomes a direct and unfair competitor to the Company, and its other Brand Partners, and establishes an unreasonable and unsustainable expectation for future product pricing.

4.18 Alternate Channels of Sale: Service & Retail Establishments

4.18.1 Service Establishments:

A Brand Partner may, upon approval by the LifeWave Member Success department, offer Products through alternative channels of trade, limited to the following: service establishments such as gyms, hair salons, professional offices, and similar establishments, so long as they are not a large chain, defined as three (3) 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 Brand Partner of LifeWave. The refund policy in Appendix B shall apply to all sales, and each sale shall be concluded with a Sales Receipt found in the Back Office. The Products may not be repackaged, and servings from open containers may not be made in such establishments. However, free samples may be offered.

4.18.2 Retail Establishments:

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

4.19 Other Business Practices

4.19.1 Company Recordings

A Brand Partner may not produce for sale, personal, or business use, any audio, video, or other recordings of LifeWave-sponsored events, teleconference calls, speeches, meetings, or individual calls with any LifeWave employee(s), or record or make an audio record of any calls or communications with any LifeWave staff or Brand Partners without prior express consent of all involved parties.

4.19.2 Media Inquiries:

To ensure accuracy and consistency of information, a Brand Partner who receives any inquiry from the press or other media regarding any aspect of LifeWave, its products, or Brand Partnerships should immediately refer such inquiry to LifeWave at publicrelations@lifewave.com.

4.19.3 General Training Fees:

A Brand Partner may not charge a fee for profit for any general training on LifeWave products, marketing, or Brand Partner-produced training materials.

4.19.4 Toll-Telephone Numbers:

LifeWave prohibits the use of any toll numbers for marketing either the LifeWave opportunity or its products.

4.19.5 Telephone Answering:

A Brand Partner may not answer the telephone in any manner that would give callers a reason to believe that they have reached the LifeWave corporate offices or an office of LifeWave.

4.19.6 Revised Company Literature:

A Brand Partner is responsible for notifying the Brand Partner's downline organization of new LifeWave information. New LifeWave policies, forms, and literature replace old policies, forms, and literature.

5. SPONSORING

5.1 Sponsoring

Sponsoring is an important part of being a Brand Partner and carries with it many benefits and responsibilities. A Brand Partner may act as the Sponsor for new Brand Partners if it is in good standing with LifeWave and follows proper recruiting and enrollment protocols.

5.1.1 No Rights to Other Accounts:

Brand Partners/Sponsors/Upline do not have any ownership, rights, or authorization to access, control, or act on behalf of any other Account and do not hold any form of administrative privileges for any downline Account.

5.1.2 Prohibited Activity in Downline Accounts:

Sponsors/ Uplines do not hold any specific rights or privileges regarding compliance matters involving other Brand Partners within their downline. The Company, at its sole discretion, may elect to share certain details of compliance proceedings as it deems necessary and appropriate. However, compliance matters are generally deemed confidential matters between the Brand Partners directly involved and the Company; as such, Sponsors/Uplines (or other Brand Partners) shall have no right to all the details and information.

5.2 Personal Data of Customers & Other LifeWave Brand Partners

5.2.1 Duty to Provide Required Information:

A Sponsor must provide each potential Brand Partner with a copy of the most current Agreement before or when providing the LifeWave Brand Partner Application form. If the prospective Brand Partner is enrolling online, it must personally check the box indicating acceptance of the Brand Partner Agreement. Sponsors/Uplines are prohibited from agreeing to any Terms and Conditions (Policies, Agreements, etc.) for or on behalf of any person. Brand Partners may download and/or print a copy of these *Policies & Procedures* at any time.

5.2.2 Duties of Personal Data Protection:

Brand Partners must comply with all applicable privacy and data security laws, including security breach notification laws. Brand Partners must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and social security numbers, provided by a Customer, prospective Customer, other potential Brand Partners, or actual Brand Partners. Brand Partners must hold such information in strict confidence. Brand Partners are responsible for the secure handling and storage of all documents that may contain such personal data. Brand Partners 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 (a) encrypting data before electronically transmitting it; (b) storing records in a secure location; (c) password-protecting computer files; or (d) shredding paper files containing confidential information or Customer data. Brand Partners should retain documents containing such information for only as long as necessary to complete the transaction. Brand Partners 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, unreconstructible, and indecipherable through any means.

5.3 Holding Applications or Orders

A Brand Partner shall forward to Customer Service all Brand Partner Agreements and product orders received from other Brand Partners or new applicants within 72 hours of receiving the documents. Withholding Applications or orders for purposes of manipulating commissions or promotions is strictly prohibited.

5.4 LifeWave Downline Placement

A Brand Partner shall place a personally sponsored Account only in its immediate Enroller Tree downline under its Account. Placing an Account in the Binary Tree Upline, cross-line, or any other place is prohibited.

5.5 Sponsoring & Placements: Corrections & Changes

5.5.1 Corrections:

Corrections are where an enrollee/enroller mistakenly names the wrong Sponsor or identifies the wrong binary leg when enrolling. A Brand Partner is limited to one (1) correction for each new enrollee. The correction must be requested within five (5) business days from the date of enrollment.

5.5.1.1 Correcting Enrollment Mistakes.

This policy is used solely to correct legitimate mistakes made at enrollment and is not used when the Brand Partner wants a different Sponsor for other reasons. Corrections may be requested by completing the “Sponsor Correction Form” found in the Back Office and submitting it to Customer Service.

5.5.1.2 Fee for Correction.

There will be no fee for a correction.

5.5.2 Changes:

Sponsor changes are generally not allowed. However, after the initial five-day period, requests for a change of Sponsor may be granted by LifeWave in its sole discretion and only where compelling facts justify the change. If granted, additional conditions and restrictions may be required by LifeWave to ensure all Brand Partners’ interests are considered.

5.5.2.1 Sponsor Changes.

To request a Sponsor change, the requesting Brand Partner must submit a completed “Sponsor Change Request Form” to Member Success. Sponsor changes will not be made outside of the Sponsor’s Upline or Enroller Tree organization. If the company agrees in principle, the requesting Brand Partner must obtain written consent from its Sponsor and the next two Active Uplines by submitting a “Sponsor Release Form” to Member Success.

5.5.2.2 Placement Changes.

Changes to the Binary Tree create a myriad of challenges and complications. Therefore, placement changes will be granted only in extenuating circumstances, as determined by the Company. When granted, the consents described in 5.5.2.1 are required before final approval by the company.

5.5.3 Process:

5.5.3.1 Sponsor Change Request.

When the criteria in 5.5.2 or 5.5.3 are met, the Brand Partner may submit a “Sponsor Change Request Form” (found in the Back Office) to request a sponsor/placement change. In the event a Sponsor change is approved, the Brand Partner must pay a change fee (see the Schedule of Fees in Appendix A.8.)

5.5.3.2 Unapproved Sponsor Change.

If any Brand Partner engages in an unapproved Sponsor change, LifeWave shall treat it as Line Switching per 4.7.1.2 and the company may employ one (1) or more of the remedies in 4.7.1.5.

5.5.3.3 Claims Against LifeWave.

LifeWave will do what is in the best interests of the Company and its Brand Partners. Those Brand Partners affected by a change hereby waive any claims they may have against LifeWave, its Brand Partners, officers, directors, owners, employees, and agents that may arise from the action taken.

5.6 Targeting Other Direct Sellers

LifeWave does not condone Brand Partners targeting the sales force of other direct selling companies to sell LifeWave products or to become Brand Partners for LifeWave, nor does LifeWave condone Brand Partners solicitation or enticement of Brand Partners of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Brand Partners engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Brand Partner alleging that he or she engaged in inappropriate recruiting activity of its sales force or Customers, LifeWave will not pay any of the Brand Partner's defense costs or legal fees, nor will LifeWave indemnify the Brand Partner for any judgment, award, or settlement.

6. ORDERING PRODUCTS & SALES MATERIALS

6.1 Product Orders

Brand Partners are entitled to purchase Products at a price discounted from the retail price. All Products and literature prices are subject to change without prior notice. A Brand Partner may order the product online or by contacting Customer Service.

6.1.1 Product Purchasing:

A Brand Partner should purchase the Product directly from LifeWave. If a Brand Partner obtains a Product from their Sponsor or Upline Brand Partner's personal inventory, the commissions associated with the purchase will be attributed to the Sponsor or Upline Brand Partner who acquired the product directly from LifeWave.

6.1.2 Purchase Limits:

The LifeWave opportunity is built on selling Products to end consumers. A Brand Partner's primary opportunity is to develop and maintain Customers. LifeWave also allows the purchase of Products to be used for building a Brand Partner's business and for personal consumption. A Brand Partner agrees not to purchase more Products than what it can resell to its Customers or otherwise personally use as permitted herein within a reasonable period of time.

6.1.3 Seventy Percent Rule:

Brand Partners are neither required to purchase nor required to carry any amount of inventory of Products. For those Products purchased by a Brand Partner, the Brand Partner shall personally sell, consume, or use for business building at least seventy percent 70% of the Product from every order placed with the Company before placing another order. The Brand Partner agrees to validate its compliance if requested by the Company or a governmental agency.

6.1.4 Back Orders:

Should any LifeWave Product or sales material be unavailable for any period of time, Brand Partners will be given the option of placing the order(s) and waiting for availability or canceling the order with full reimbursement without penalties until those items are ready for shipping.

6.1.5 No Stockpiling:

The success of LifeWave depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. LifeWave recognizes that Brand Partners may wish to purchase certain Products in reasonable quantities for their own use, for inventory purposes, and to provision new Brand Partners as they are Sponsored.

6.1.6 Warranties:

EXCEPT AS EXPRESSLY STATED ON THE PRODUCT LABELING, LIFEWAVE MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED 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 LIFEWAVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES OF LIFEWAVE ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." LIFEWAVE DOES NOT WARRANT THAT ITS PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS, OR THAT ONLINE SERVICES WILL BE

UNINTERRUPTED OR ERROR-FREE. LIFEWAVE DOES NOT WARRANT THAT ANY WEBSITE OPERATED, SPONSORED, OR HOSTED BY LIFEWAVE OR ANY OF ITS AFFILIATES WILL BE UNINTERRUPTED OR FREE FROM ERROR. LIFEWAVE 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.

6.2 Ordering & Receiving Products

A LifeWave Brand Partner may order products according to the following guidelines:

6.2.1 Order Processing:

Because LifeWave strives to process orders quickly, modifying an order once it has begun processing may not be possible. Brand Partners should contact Customer Service within 24 hours, and the Company will let them know if their request to change or cancel an order can be accommodated. If the Company is unable to do so, the Brand Partner may simply return any unwanted item, and the Company will exchange or refund the product, per Appendix B.

6.2.2 Shipping:

Product orders will generally be shipped within two to three (2 - 3) business days; however, shipping times may vary and can occasionally be delayed.

6.2.3 Shipping Charges:

LifeWave is not responsible for shipping charges incurred when the recipient is for any reason unable to accept items shipped. It is the responsibility of the Brand Partner/Customer initiating the order to ensure that the shipping address provided is a current, working address. Any additional shipping charges incurred because of a failure to comply with the above will be the responsibility of the Brand Partner. PLEASE NOTE: Couriers may require a signature for large orders (e.g., exceeding \$500 USD or more).

6.2.4 Receipt:

Upon receipt of a product shipment, Brand Partners should immediately inspect shipments to determine whether orders are complete and in saleable condition. Any discrepancies found in orders (damaged items or products, inconsistent or missing quantities, etc.) must be reported to the Company immediately to allow for proper resolution. Failure to properly report discrepancies may affect a Brand Partner's ability to process returns, receive refunds, or product replacements.

6.3 Credit Card Purchases

6.3.1 Limitations:

Credit card purchases may only be made by the individual whose name and address are on the credit card. Any Brand Partner who uses another individual's credit card to pay for purchases must submit a "Credit Card Authorization Form" (found in the Back Office) to LifeWave with the order. Otherwise, LifeWave considers unauthorized credit card use as fraudulent and may report such actions to the proper authorities for resolution.

6.3.2 Unlawful or Unethical Use of Credit Cards:

Any unethical or illegal use of credit cards by any Brand Partner or Customer is prohibited and subjects the offending Brand Partner's Account to termination. Brand Partners must never utilize another's credit card information in any way, for any reason, without that individual's express, written consent. See Credit Card Use Authorization in the Back Office. Any unauthorized use of a credit card, including a Brand Partner's use of their credit card on other Accounts (without the prior, written consent of the Account holder) is strictly prohibited.

6.3.3 Chargebacks & Fraud:

6.3.3.1 Chargeback.

When a bank forcibly reverses a credit card transaction, returning funds to the cardholder, it is known as a chargeback. Chargebacks are usually issued when fraudulent purchases have been made on a person's credit card. When LifeWave receives a chargeback notice, the Account in which the product was purchased is immediately blocked, and all related services in the Account are inactivated. In the interest of caution, LifeWave considers chargebacks to be the result of fraud

and suspends all Accounts for 30 days or until the issue is addressed. LifeWave may at any time deem the chargeback as a voluntary termination and close the Account.

6.3.3.2 Fee for Reinstatement.

LifeWave reserves the right to charge a fee of fifteen dollars (\$15) to reinstate an Account that has been inactivated due to a chargeback notification. (See Appendix A.8). When a Brand Partner receives an “advanced” commission on any LifeWave product, they are subject to a negative commission correction of any “unearned” commissions if the Brand Partner receives a refund at the Company’s discretion. Chargebacks will be deducted from any future commissions until chargebacks are relieved. Commissions received by Brand Partners are subject to a 100% chargeback due to fraudulent business or unethical activity.

6.3.3.3 Fraud.

LifeWave prohibits any other form of credit card or financial fraud, money laundering, financing of phantom Accounts, or the use of LifeWave Accounts to directly or indirectly finance or, in any way, benefit individuals or entities engaged in illegal, criminal, unethical, questionable, or otherwise problematic activities. Any Brand Partner who engages in any of the above activities may be subject to disciplinary actions, including termination of their Agreement.

6.4 Monthly Subscription Order (MSO)

6.4.1 Monthly Charges:

A Brand Partner may choose to have the Product shipped monthly on an automatically processed order (a recurring order or MSO). An MSO is not mandatory and is free of charge for Brand Partners. The credit card or bank draft listed on the Account will automatically be charged for each MSO.

6.4.1.1 Order Decline.

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

6.4.1.2 Credit Card Expiration.

If the credit card is due to expire, the Brand Partner acknowledges that its issuing bank may update the card’s expiration date automatically, which will allow LifeWave to process the order payment; however, the Brand Partner agrees to be responsible for providing current payment.

6.4.1.3 Sales & Transaction Tax.

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.

6.4.2 Responsibility:

If an order cannot be processed due to payment difficulties, LifeWave will not be held responsible for volume shortfalls according to the Compensation Plan. A Brand Partner agrees that LifeWave reserves the right to change its MSO to subsequent payment methods added by the Brand Partner if the first payment method declines. The charge sequence will be in the order that the Brand Partner lists as payment methods in the Back Office.

6.4.3 Cancellation:

To cancel its MSO, the Brand Partner must do so in their Back Office. Cancellations or other changes must be received by LifeWave seventy-two (72) hours in advance of the next shipment.

6.5 Product Care & Quality Control

6.5.1 Packaging:

Brand Partners shall sell Products in their original packaging. Brand Partners shall not re-label or repackage (including the separation of bundled products or the bundling of separate Products) any LifeWave Products. Brand Partners shall not tamper with, deface, or otherwise alter any label, serial number, UPC, batch code, lot code, or other identifying information on the LifeWave Products, labels, packaging, or literature. Opening a package and selling individual patches is prohibited. Brand Partners shall not translate or modify the contents of any label or literature on or accompanying the LifeWave Products.

6.5.2 Product Storage & Handling:

Brand Partner shall exercise due care in storing and handling the Products. LifeWave recommends that the patches be stored at room temperature. Exposure to high temperatures over a prolonged period of time may degrade the patches. Please be advised that the patches will still perform at these temperatures.

6.5.3 Product Inspection:

Promptly upon receipt of the Products, a Brand Partner shall inspect the Products for damage, defects, or other nonconformance (collectively termed “Defects”). A Brand Partner shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. A Brand Partner shall not sell any Products that are expired. If any Defects are identified, a Brand Partner must not offer the Product for sale and must promptly report the Defect to LifeWave by contacting Customer Service.

6.5.4 Recall & Customer Safety:

To ensure the safety and well-being of the end-users of the Products, the Brand Partner shall cooperate with LifeWave concerning any Product recall or other consumer safety information dissemination effort, including, but not limited to, contacting the Brand Partner’s Retail Customers.

6.6 Manipulating the LifeWave Compensation Plan

Purchasing products solely to collect bonuses or achieve rank is prohibited. Any Brand Partner suspected of engaging in manipulation of LifeWave’s compensation plan, or similar activities, may be required to submit sales receipts and other information regarding their purchases, sales, and inventory to the Company for review. Refusal by the Brand Partner to cooperate in this regard may be interpreted by the company as evidence of a violation of these terms. Brand Partners found to be in violation of these terms may be subject to disciplinary sanctions up to and including termination. LifeWave retains the right to limit the number of purchases a Brand Partner makes if, in the Company’s sole discretion and judgment, LifeWave believes the Brand Partner is making those purchases solely for qualification purposes instead of consumption or resale purposes, or if the Brand Partner may be involved in any form of fraud or manipulation of LifeWave’s return/refund policies.

6.6.1 Manipulation:

Manipulation of LifeWave’s compensation plan is strictly prohibited. It includes:

6.6.1.1 Unapproved Enrollment.

The enrollment of individuals or entities without their knowledge of and/or appropriate execution of an Agreement by such individuals or entities.

6.6.1.2 Fraudulent Enrollment.

The fraudulent enrollment of an individual or entity as an independent Brand Partner or Customer.

6.6.1.3 Enrollment of Non-existent Individuals or Entities.

The enrollment or attempted enrollment of non-existent individuals or entities as Brand Partners or Customers.

6.6.1.4 Purchasing Products for Commissions or Bonuses.

Purchasing LifeWave products or services on behalf of another Brand Partner or Customer, or under another Brand Partner’s or Customer’s ID number, to qualify for commissions or bonuses.

6.6.1.5 Purchasing Excessive Amounts of Product.

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

6.6.1.6 Fraudulent Action for Advancement.

Any other mechanism or ploy to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product purchases by end-user consumers.

7. ADVERTISING & PRODUCT DISPLAYS

7.1 Advertising

7.1.1 Authorized Resources & Content:

LifeWave requires its LifeWave Brand Partners to promote Products and the LifeWave opportunity according to these policies. Failure to follow the policies can result in damage to the reputation of LifeWave and its products and can trigger undesirable publicity and possible legal action. It is the responsibility of all Brand Partners to properly promote and protect the reputation and integrity of the Company. Generally, Brand Partners may only utilize approved content (images, product descriptions, and resources) provided by the Company.

7.1.2 Brand Partner-produced Promotional Items:

LifeWave allows senior leadership to produce their own LifeWave-branded promotional items (including SWAG). Pricing must be limited to covering costs. Such items are subject to approval by Member Success and must use the LifeWave trademarks correctly. The Company also reserves the right to rescind any approval for any content, tools, materials, or other literature, at any time, for any reason. Brand Partners waive all claims for damages or remuneration arising from or relating to such rescission.

7.1.3 Notice of Independent Brand Partner Status:

7.1.3.1 Display.

Any permitted advertising materials or channels a LifeWave Brand Partner uses to promote the products, business, or any other LifeWave-related content must prominently display the phrase and logo, “LifeWave Independent Brand Partner.”

7.1.3.2 Promotional Methods.

Any promotional methods of any Brand Partner and their respective teams/groups/brands must not be used instead of or as a replacement for the official LifeWave brand. Brand Partners are responsible for adequately informing and training any Brand Partner of their team or group that the team/group name is for Brand Partner association purposes only, and that all promotion of LifeWave and its products must contain the official and proper LifeWave branding elements. Improper use of a team/group name or individual Brand Partner brand may confuse or mislead others in knowing the true source and nature of LifeWave. Such business practices diminish and potentially damage the LifeWave brand and are strictly prohibited.

7.2 Internet & Website Advertising

7.2.1 LifeWave Replicated Websites:

Brand Partners receive a LifeWave Replicated Website at enrollment. Except as described in this subsection, only LifeWave’s replicating website program may be used for advertising and selling LifeWave Products or opportunities on websites. The replicated websites link seamlessly and directly to the official LifeWave website, giving the Brand Partner a professional and LifeWave-approved presence on the Internet.

7.2.2 Brand Partner Websites:

No Brand Partner may authorize, own, or use a website (except as described herein), or use the names, logos, or Product descriptions of LifeWave therein to promote (directly or indirectly) the LifeWave Products, opportunities, or services on a website. To promote a Brand Partner’s LifeWave business on its own website, a Brand Partner must enter into a website agreement and receive approval from the Member Success Department. A Brand Partner must submit a completed “Brand Partner Website License and Procedure Form” (found in the Back 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. Review and approval for Brand Partner-created websites MUST be completed by the company before any part of the websites is made live or public. Failure on the Brand Partner’s part to receive prior approval for a Brand Partner-created may require the immediate removal of the website. Any subsequent approval requests for that website may be denied.

7.3 Other Mediums of Advertising

7.3.1 Electronic & Mass Media Advertising:

Electronic and mass media advertising is prohibited. A LifeWave Brand Partner may not advertise LifeWave, its products, or its services on television, cable television, radio, newspapers, email, or any other form of electronic or mass media

advertising without prior written permission, which can be withheld at LifeWave’s discretion. Prohibited electronic mass media elements include, but are not limited to, the use of targeted/online search engine ads (i.e., Google Ads), pay-per-click paid marketing spots, paid or unpaid SEO tactics (meaning “Search Engine Optimization” which is anything that causes a Brand Partner’s website to be displayed above/before the Official LifeWave website), mass or targeted social media campaigns, or advertisements, etc.

7.3.2 Telemarketing:

Any Brand Partner who uses the telephone for unsolicited marketing of LifeWave products must comply with all applicable laws and regulations for telephone marketing and solicitation, including registration as a telemarketer.

7.4 Internet Advertising

7.4.1 Prohibited Registrations:

A LifeWave Brand Partner shall not use or attempt to register and/or use any of the company trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, or the Company’s name or any derivative thereof for any purpose including, but not limited to, Internet domain names (URL), third-party websites, e-mail addresses, webpages, or blogs.

7.4.2 Truthful Advertising:

LifeWave also prohibits using false headers, headlines, or phrases in marketing materials or falsifying, forging, or altering the origin of any marketing material in connection with LifeWave, its products, and/or services. LifeWave also prohibits using false headers in emails or texts or falsifying, forging, or altering the origin of any email in connection with LifeWave, its products, and/or services. LifeWave prohibits engaging in any of the aforementioned activities through the use of third-party services, providers, or otherwise.

7.4.3 Online Shopping Carts:

The Company provides a replicated website and shopping cart to every Brand Partner. The use of any other online shopping carts to sell Products is strictly prohibited.

7.4.4 Online Retail Sales & Classifieds Sites/Platforms:

LifeWave Brand Partners are strictly prohibited from selling LifeWave products on any unauthorized online retail/sales or classifieds sites platforms (e.g. Amazon.com, eBay.com, Facebook.com, Taobao, Mercado Libre, Alibaba, Shopee, Craigslist, etc.), in any manner. This includes the use of Brand Partner-created websites and platforms. The terms and obligations contained in this section shall survive termination of the contract for a minimum of one (1) year.

7.4.5 Online Cross-branding:

Cross-branding LifeWave with other companies and products is not allowed. The term “Cross-branding” means any joint or simultaneous promotion of one (1) or more products, services, or business opportunities in tandem with LifeWave. This applies to both competitive and non-competitive entities, products, services, or business opportunities.

7.4.6 Online Behaviors & Practices:

A Brand Partner shall not violate any law or regulation to stalk, harass, or harm another individual. A Brand Partner shall not violate, infringe, or misappropriate other individuals’ intellectual property, privacy, publicity, or other legal rights. A Brand Partner will also not post or share anything illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable. Online activities that are unethical, misleading, and damaging include but are not limited to attempts to utilize or manipulate search engine optimization (“SEO”) tactics, misleading click-through ads (i.e., having the display URL of a Pay-Per-Click (“PPC”) campaign appear to be directed to an official Company Site when it links elsewhere), unapproved banner ads, and unauthorized press releases. The Company will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

7.4.7 Monetizing Websites:

Brand Partners may not monetize their Replicated Website or their Registered External Website through affiliate programs, pay-per-click or cost-per-impression advertising, selling ad space, accepting donations, accepting sponsored posts or articles, AdSense, or similar programs.

7.4.8 Email Signature:

A Brand Partner may not use an email signature that would imply they are a LifeWave Corporate employee or official corporate representative or that they hold an official corporate title. If using an email signature, it should state that the Brand Partner is an independent Brand Partner. Any use of an electronic/email signature wherein a LifeWave Rank/Title is used in association with the LifeWave name or logo, without the inclusion of “Independent Brand Partner/Brand Partner” is deceptive and misleading and, therefore, is prohibited.

7.4.9 Bulk Mailing/Marketing & Spam:

LifeWave strictly prohibits the use of unsolicited bulk emails, texts, postal mailings, fliers, newsletters, solicitation cards, or any other form of spam-type marketing tactics. Spam is defined for this purpose as sending unsolicited, impersonal, or bulk messages or marketing materials similar in content to any persons, entities, newsgroups, forums, business locations, neighborhoods, contact lists, or other groups or lists, unless prior authorization has been obtained from the recipient(s), or unless a direct business or personal relationship has already been established with the recipient(s). Regardless of the foregoing, sending such content to any recipient who has previously opted out of receiving communications is strictly prohibited.

7.5 Social Media

7.5.1 Social Media Protocol:

In addition to meeting all other requirements specified in these *Policies & Procedures*, should a Brand Partner utilize any form of social media, including but not limited to Facebook, Instagram, Snapchat, Twitter, LinkedIn, YouTube, Tik Tok or Pinterest, a Brand Partner agrees to each of the following:

7.5.1.1 Display.

The Account should include “Independent Brand Partner” prominently displayed. A Brand Partner may not portray or imply that their Account is an “Official” LifeWave Corporate Account. (e.g., LifeWave Ireland; Official LifeWave, etc.).

7.5.1.2 Testimonials

Personal testimonials posted on social media must clearly identify the financial interest of the Brand Partner (see 7.5.1.1). Also, while a Brand Partner’s personal experience may be significant, it may not be typical of the experience of a majority of Brand Partners. Only typical experiences are allowed. Therefore, the Brand Partner’s testimonial must limit its claims to those allowed in Appendix C.

7.5.1.3 Sales & Enrollments.

No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the Brand Partner’s LifeWave Replicated Website.

7.5.1.4 Terms of Social Media Protocol.

During the term of this Agreement and for 12 calendar months thereafter, a Brand Partner may not use any social media site on which they discuss or promote, or have discussed or promoted, the LifeWave business or LifeWave’s products to solicit Brand Partners directly or indirectly for another direct selling, multilevel marketing, or network marketing program (collectively “Direct Selling”). Furthermore, a Brand Partner shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Brand Partners relating to the Brand Partner’s other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.7.2 (Restrictions After Termination).

7.5.1.5 Confidential/Unauthorized Information.

Brand Partners may not post any confidential information about LifeWave on their Social media pages or channels. This includes but is not limited to LifeWave webinars, corporate calls, emails (group or individual), leadership emails, etc.

7.5.2 Commercial Email Messages Sent on Behalf of Brand Partners:

LifeWave may periodically send commercial emails on behalf of Brand Partners. The Brand Partner agrees that the Company may send such emails and that the Brand Partner’s physical and email addresses will be included in such emails. Brand Partners shall honor opt-out requests generated as a result of such emails sent by the Company.

8. COMPENSATION & BENEFITS

8.1 Compensation Plan

A Partner is compensated and rewarded according to the terms and requirements of the current LifeWave Compensation Plan applicable to the Brand Partner's Country of Residence. Commissions are paid ONLY on the sales of the products. No commissions are paid on the purchase of any sales material or the recruitment of Brand Partners.

8.2 Qualification

A Brand Partner is wholly responsible for meeting the qualification requirements of the Compensation Plan. LifeWave will not guarantee Commissions for any Brand Partner. Qualifying Brand Partners must meet the following requirements, as well as any requirements outlined in the LifeWave Compensation Plan, to earn. They are as follows:

8.2.1 Activity:

Brand Partners must be "Active" as defined in the Compensation Plan to earn commissions, meaning they must fulfill any requisite activity and volume requirements as outlined there.

8.2.2 Good Standing:

Brand Partners must be in "Good Standing" with the Company. "Good Standing" is defined as a Brand Partner being in current compliance with the Terms and Conditions of the Agreement.

8.3 Earnings Guarantees

A Brand Partner is neither guaranteed a specific income nor assured any level of sales, profit, or success. All commissions and benefits are earned through the successful retail sales, use, and consumption of Products and the activities of other Brand Partners in their downline.

8.4 Commission Period

The commission periods are determined by the most current version of the LifeWave Commission Plan.

8.5 Payment of Commissions

Commissions are paid per the schedules and requirements as outlined in the most current version of the LifeWave Compensation Plan. Without prejudice to the Company's right of termination, LifeWave may suspend or revoke payment if a Brand Partner is in breach of any term or condition of the Agreement.

8.5.1 Adjustments to Commissions:

When a Product is returned by a Brand Partner for a refund, the Commissions and Bonuses attributable to the returned Product(s) will be deducted from the Commission Period in which the refund is given, and continuing every pay period thereafter until the Commission is recovered from the Brand Partners who received Commissions on the sales of the refunded Products.

8.5.2 Errors or Questions:

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

8.5.3 Minimum Commission Payment Amount:

Commissions will be paid only after the total due in a commission period is \$10 USD or more.

8.5.4 Special Services:

LifeWave may charge a processing fee for special services requested by the Brand Partner (e.g., special reports - LifeWave may charge an hourly fee with a one (1) hour minimum or a flat fee).

8.5.5 Commissions Offset:

LifeWave reserves the right to offset commissions owed with any debts the Brand Partner has to the company.

8.6 Unclaimed Commissions

Brand Partners should regularly withdraw commissions paid into their Account. If the Account is inactive for six (6) months (meaning no sales, commissions earned, or sponsoring), the Company will charge a dormancy fee against the remaining funds. (See A.8 Table of Fees).

9. ACCOUNT RESIGNATION & TERMINATION

9.1 Voluntary Resignation

A LifeWave Brand Partner may, at any time, voluntarily resign by submitting to LifeWave a resignation letter from the email address registered on their Account with LifeWave and must be confirmed by all individuals and entities on the Account. Upon resignation, the Brand Partner loses all rights to their Account and position in the Enroller Tree and Binary Placement Tree and any right to future commission. Resigned Brand Partners are subject to the waiting rule in 3.14.

9.2 Other Termination

If a Brand Partner fails to renew the Agreement annually, or if it is canceled or terminated for any reason, the Brand Partner will lose all rights to its Account and all rights of a Brand Partner. A Brand Partner will not be eligible to sell Products and services, nor will it be eligible to receive Commissions or other benefits resulting from the activities of its former downline sales organization. The Company reserves the right to terminate all Agreements upon 30 days' notice if the Company elects to (a) cease business operations; (b) dissolve as a business entity; or (c) terminate distribution of its Products and/or services via direct selling channels.

9.3 Breach of the Agreement

LifeWave may terminate the Agreement with the Brand Partner for breach of the Agreement. If terminated for breach, a Brand Partner may not hold a beneficial interest in any other LifeWave Account or re-enroll without special review and approval by LifeWave's Member Success team.

9.4 Remedies for Breach of the Agreement

LifeWave will attempt to remedy a breach of the Agreement through educational methods, when appropriate. Escalated disciplinary action may be warranted by the nature of the breach or violation. Remedies elected by LifeWave are within its sole discretion. All remedies are cumulative and not exclusive of other remedies.

9.4.1 Education:

LifeWave will educate Brand Partners who may breach any of the policies in the Agreement. Such education occurs typically through an education letter. When such education efforts are ignored and/or violations are repeated, LifeWave may escalate its action against the Account. However, this section in no way limits LifeWave's rights to immediately take stronger action, including suspension and termination, if LifeWave, in its sole discretion, determines that such action is appropriate and necessary to protect the Company.

9.4.2 Suspension:

LifeWave may suspend an Account for breach of the Agreement.

9.4.2.1 Involuntary Suspension.

Such involuntary suspensions are solely within LifeWave's discretion. LifeWave will notify the Brand Partners by postal delivery and/or email sent to the Brand Partner's latest address listed with LifeWave. In the event of a suspension, a Brand Partner shall immediately cease representing itself as a Brand Partner in good standing with LifeWave.

9.4.2.2 Length & Conditions.

The length and conditions of the suspension may vary for Brand Partners depending upon the circumstances and investigation. Suspension may or may not lead to termination of the Brand Partner Account.

9.4.3 Effects of Suspension:

9.4.3.1 Brand Partner Account Settings.

While suspended, the Brand Partner's settings may remain in effect, at the Company's discretion, which then can result in an order being placed and charged to the Brand Partner's credit card unless otherwise canceled by the Brand Partner.

9.4.3.2 Commissions Suspension.

Any owed Commissions will be held by LifeWave pending resolution of the suspension. Should the basis for the breach be deemed unsubstantiated by LifeWave, the suspension shall be lifted, and the unpaid earnings will be credited to the Brand Partnership; however, should the breach be substantiated, LifeWave may withhold some or all the earnings to offset damages it incurs as a result of the Brand Partner's breach.

9.4.3.3 Purchase Suspension.

During the applicable suspension period, LifeWave shall have the right to prohibit the suspended Brand Partner from purchasing Products and services.

9.4.4 Damages:

9.4.4.1 Damage Assessment.

When circumstances are deemed appropriate, and in its sole discretion, LifeWave may determine the damages and debit the Brand Partner's commissions for any breach of the Agreement.

9.4.4.2 Liquidated Damages.

If a Brand Partner breaches its obligations under sections 4.11, 4.14, 7.4, 7.4.2, and 7.4.4, the Brand Partner shall pay LifeWave \$10,000 USD for each violation. The parties intend that this amount constitutes compensation and not a penalty. The parties acknowledge and agree that harm done to LifeWave caused by the Brand Partner's breach of either of the aforementioned sections would be impossible or very difficult to accurately estimate and that this provision is a reasonable estimate of the anticipated or actual harm that might arise from such a breach by a Brand Partner. The collection of this amount is not intended to be LifeWave's exclusive remedy for a Brand Partner's breach of these identified sections.

9.4.5 Volume Adjustments:

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

9.4.6 Rank Adjustments:

When a Brand Partner advances in rank by breaching section 6.3.3.3 or 6.6, LifeWave may cancel the rank advancement. Also, if appropriate in other circumstances, LifeWave may adjust the rank downward.

9.4.7 Right of Offset:

LifeWave has the right to offset any amounts owed by a Brand Partner to LifeWave. Where laws on termination are inconsistent with this policy, the applicable state law shall apply.

9.5 Termination for Cause

9.5.1 Serious Breach:

9.5.1.1 Termination of Agreement or Account.

In the event of a serious breach by Brand Partner, LifeWave may suspend the Account with the intention of terminating the Agreement or may terminate the Account. LifeWave will send the breaching Brand Partner a written notice of suspension or termination of the Account, citing the reason(s) for the action. The notice shall be delivered in writing to the Brand Partner by email and/or by certified post.

9.5.1.2 Brand Partner Defense or Cure of Breach.

If the action is suspended, the Brand Partner shall have the right to (a) respond within three (3) business days of the date of the notice (except in cases of violations involving Product and opportunity claims will have a 48-hour response time) with facts in defense, or extenuation or mitigation of the breach; or (b) to cure the breach. Failure to respond to or cure the breach within the aforementioned time periods may result in termination without further notice. If a response is provided, LifeWave shall examine the response and respond either with a request for clarification or notice of termination.

9.5.1.3 Termination Date.

If the action is termination, termination shall be effective as set forth herein.

9.5.1.4 Definition.

A “Serious breach” includes, but is not limited to Cross-Sponsoring, Line Switching, or Enticement (see section 4.7.1.1-4.7.1.3), Non-Solicitation (see section 4.7.2), making product and opportunity claims in breach of section 4.8.2 and 4.9.2, and other breaches of the Agreement where LifeWave reasonably believes that it will be damaged, that any attempt to cure would be ineffective, or that the breaching Brand Partner’s downline is at risk of being Cross-Sponsored.

9.5.2 Other Breaches:

In the event of a breach other than those listed in 9.5.1, LifeWave may suspend the Brand Partner’s Account, citing the reason(s) for the action, and shall provide in writing a notice of the action to the Brand Partner. It will be delivered either through email or certified post. Brand Partner shall have the right to (a) respond within three (3) business days of the date of the notice (except in violations involving Product and opportunity claims which have a 48-hour response time) with facts in defense, or extenuation or mitigation of their breach; or (b) to cure the breach. Failure to respond or cure may result in termination without further notice. If a response is provided, LifeWave shall examine the response and respond either with a request for clarification or notice of termination.

9.5.3 Effects of Termination:

Immediately upon termination, the terminated Brand Partner:

9.5.3.1 Removal & Discontinuation.

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 LifeWave Product, plan, or program.

9.5.3.2 Representation.

Must cease representing itself as a Brand Partner of LifeWave.

9.5.3.3 Account, Binary Tree, & Future Commissions.

Loses all rights to its Account and position in the Enroller Tree and Binary Tree and to all future Commissions and earnings resulting therefrom.

9.5.3.4 Required Actions.

Must take all action reasonably required by LifeWave relating to its materials and protection of its confidential information and intellectual property.

9.5.3.5 Application Barred.

Is barred from submitting a new Brand Partner Application without review and approval by the Compliance Department.

9.5.3.6 Sales.

Must immediately cease selling Products.

9.5.4 Effective Date:

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

9.5.5 Appeal:

A terminated Brand Partner may appeal termination by directly and personally submitting a letter to the Member Success Department of LifeWave stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances). LifeWave must receive the letter of appeal within seven (7) business days of the date of such notice of termination, or as stated in the notification.

9.5.5.1 Appeal Review.

If a Brand Partner files a timely appeal, LifeWave will review and notify the Brand Partner of its decision. The decision of LifeWave shall be final and will not be subject to further review.

9.5.5.2 Final Termination.

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

9.5.5.3 Appeal Denial.

If an appeal is denied, the termination shall remain in effect as of the date of LifeWave's original notice.

9.5.6 Interference by Brand Partners:

Interference by any Brand Partner, in any way, with the Company's efforts to investigate and/or resolve compliance matters may be deemed a violation of these policies by the Company.

9.5.7 Announcement:

Once a disciplinary action is complete, LifeWave may announce details of such disciplinary action.

9.5.8 Reporting Violations:

Brand Partners are prohibited from purposefully or knowingly failing to properly report violations to obtain personal benefit from the occurrence of a violation. LifeWave retains the right to take necessary action against Brand Partners who engage in such activities. Accordingly, if a Brand Partner initially fails to properly report violations for personal gain or benefit, and then later decides to file a claim or report for that same violation once any benefit is no longer being obtained, that Brand Partner is subject to disciplinary sanctions as deemed appropriate.

9.5.9 Alleged Policy Violations:

To prevent the unnecessary disruption of ongoing business activities, the Company may choose to not act on any alleged policy violations if no written complaints are received within two (2) years of the initial occurrence of the alleged violation.

9.6 Organization Changes Post Termination

Where the company elects to terminate a LifeWave Brand Partner for cause, LifeWave reserves the right to reorganize the Brand Partner's downline in a manner that serves the best interests of the company, downline organization, and Upline.

10. MISCELLANEOUS

10.1 The Agreement

10.1.1 Entire Agreement:

The Agreement, in its current form and as amended by LifeWave at its discretion, constitutes the entire contract between LifeWave and the Brand Partner. Any promises, representations, offers, or other communications not expressly outlined in the Agreement are of no force or effect.

10.1.2 Amendment:

LifeWave, at its discretion, reserves the right to amend the Agreement, its Product prices, Product availability, and formulations as it deems appropriate. Any Agreement amendments shall be published on LifeWave's website and shall be effective thirty (30) days thereafter. It is the Brand Partner's responsibility to stay abreast of current and updated information, and LifeWave is in no way liable for any Brand Partner'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 LifeWave brochures, Product catalogs, price lists, literature, website, etc. are revised, only the most current version is authorized for use by Brand Partners.

10.1.3 Waiver:

No failure of LifeWave to exercise any power under these *Policies & Procedures* or to insist on strict compliance by a Brand Partner with any obligation to provisions herein, and no custom or practice of the parties at variance with the Agreement, shall constitute a waiver of LifeWave's right to demand exact compliance. A waiver by LifeWave can be

affected only in writing by an authorized officer of LifeWave. LifeWave's waiver of any particular default by a Brand Partner shall not affect or impair LifeWave's right or obligation of any other Brand Partner, nor shall any delay or omission by LifeWave to exercise any right arising from default affect or impair LifeWave's right as to that or any subsequent default.

10.1.4 Severability:

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these *Policies & Procedures*, or any specification, standard, or operating procedure that LifeWave has prescribed is held to be invalid or unenforceable, LifeWave 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 Brand Partner shall be bound by any such modification. The modification shall be effective in the jurisdiction in which it is required.

10.1.5 Assignment:

A Brand Partner may not assign any rights or delegate its duties under the Agreement without the prior written consent of LifeWave. Any attempt to transfer or assign the Agreement without the express written consent of LifeWave renders the Agreement voidable at the option of LifeWave and may result in the termination of the Agreement.

10.1.6 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.

10.2 Miscellaneous

10.2.1 Limitations of Liability:

To the extent allowed by law, LifeWave and its affiliates, officers, directors, employees, and other Brand Partners shall not be liable for and each Brand Partner 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 LifeWave's performance, non-performance, act or omission concerning the business relationship, or other matter between the Brand Partner and LifeWave whether in contract, tort, or strict liability. Furthermore, it is agreed that any damage to the Brand Partner shall not exceed and is hereby expressly limited to the amount of unsold LifeWave Product owned by the Brand Partner, which was directly purchased thereby from LifeWave, and any Commissions or bonuses due.

10.2.2 Indemnification:

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

10.2.3 Force Majeure:

LifeWave 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, orders, or curtailment of a party's usual source of supply.

10.2.4 Limitation of Actions:

If a Brand Partner wishes to bring an action against LifeWave for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from 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 LifeWave for such act or omission. A Brand Partner waives all claims that any other statutes of limitation apply.

APPENDIX A: UNITED STATES

A.1 Independent Contractor (Modifying Section 1.8 Independent Contractor)

A Brand Partner agrees that it is an independent contractor and not an employee, partner, legal representative, or franchisee of LifeWave. A Brand Partner agrees that it will be solely responsible for paying all expenses it incurs, including but not limited to travel, food, lodging, secretarial, office, long-distance telephone, and other expenses. A BRAND PARTNER UNDERSTANDS THAT IT SHALL NOT BE TREATED AS AN EMPLOYEE OF LIFEWAVE FOR FEDERAL OR STATE TAX PURPOSES. LifeWave is not responsible for withholding and shall not withhold or deduct from Brand Partner's bonuses and Commissions, if any, FICA, or taxes of any kind.

A. 2 Immunity from Liability for Confidential Disclosure of a Trade Secret to The Government or in a Court Filing (in addition to 4.13 LifeWave Brand Partner Lists, Confidential Information & Trade Secrets)

A.2.1 Immunity:

An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (a) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (b) solely to report or investigate a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal.

A.2.2 Use of Trade Secret Information in Anti-Retaliation Lawsuit:

An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except according to a court order.

A.3 Earnings Disclosure Statement (in Addition to Section 4.9.2.)

A.3.1 Earnings Disclosure Statement:

LifeWave has developed the LifeWave Earnings Disclosure Statement ("EDS"). The LifeWave EDS is designed to convey truthful, timely, and comprehensive information regarding the earnings of Brand Partners. To accomplish this, a copy of the EDS must be presented to all prospective Brand Partners. The failure to comply with this policy constitutes a significant and material breach of the Brand Partner Agreement and will be grounds for disciplinary action, including termination, according to 9.4 Remedies for Breach of the Agreement

A.3.2 Presenting EDS:

A copy of the EDS must be made available to a prospective Brand Partner anytime the Compensation Plan is presented or discussed, or any type of earnings or lifestyle claim is made.

A.3.3 Providing Access to the EDS:

In any meeting that is open to the public in which the Compensation Plan is discussed, or any type of income claim is made, a Brand Partner must provide every prospective Brand Partner with access to the EDS.

A.3.4 Copies of EDS:

Copies of the EDS may be printed or downloaded without charge from the corporate website at <http://www.LifeWave.com/EDS>.

A.4 Sales Receipts (Added to Section 4.16)

A.4.1 4.16.1.1 Providing & Maintaining Receipts:

Upon making an in-person, face-to-face sale, the Brand Partner will provide its Customer with a completed sales receipt according to Appendix B. Brand Partners shall also retain copies of their sales receipts from such sales for no less than three (3) years. This includes sales made at trade shows and other such events (see 4.15.2)

A.4.2 4.16.1.2 Audits:

LifeWave may at its discretion conduct random and targeted audits of Brand Partners to determine their compliance with this subsection. LifeWave may also contact Customers to verify the sales.

A.4.3 4.16.1.3 Failed Audits:

Brand Partners who fail such audits shall be subject to remedial actions, including those described in section 9.4.

A.5 Taxes

A.5.1 Personal, Income, & Sales Taxes:

Each Brand Partner is responsible for paying personal income taxes and sales taxes where applicable. Every year, LifeWave will provide an IRS Form 1099 MISC (Non-employee Compensation) or Form 1099 NEC for earnings statements to Brand Partners who had earnings of over \$600 USD in the previous calendar year.

A.5.2 Tax Sales of Online Orders:

To comply with the sales tax laws, LifeWave is obligated to collect sales tax on online orders shipped to locations in which the taxing authority requires LifeWave to do so. All taxes collected are paid to the state/country where the order was shipped. Any additional taxes or Customs fees that are assessed to the Brand Partner by local agencies are the sole responsibility of the Brand Partner/Customer.

A.6 Louisiana Residents

Persons residing in Louisiana shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Louisiana, and the governing law shall be Louisiana law. If the laws of the Brand Partner's place of residence impose any requirement that is different from or in addition to those outlined in these Policies, then these Policies shall be deemed amended in conformance with those laws as to that jurisdiction only.

A.7 Cancellation Clause, Puerto Rico

A Brand Partner in Puerto Rico may cancel at any time and for any reason during the first 90 days after signing, and/or at any time upon showing that LifeWave is in noncompliance with any of the essential obligations of the distribution agreement or any act or omission by LifeWave affecting adversely the interests of the Brand Partner in the develop of the market and service. Notice of cancellation must be in writing and must be sent by registered mail. At the time of cancellation, LifeWave will reacquire the total of products that are in the possession of the Brand Partner and that are in good condition for no less than ninety percent (90%) of their original net cost. The original net cost is assumed to be the original cost to the Brand Partner. LifeWave will return to the Brand Partner no less than ninety percent (90%) of any sum paid by them to participate in the business.

A.8 Schedule of Fees:

Section	Description of Fee	Amount (USD)
1.6.2	Annual Renewal Fee	\$25.00
3.3	Enrollment Fee	\$25.00
3.6	Adding a New Co-Applicant	\$20.00
3.8	Change in Form of a Legal Entity	\$20.00
3.9	Transfers Involving a Spouse or a Closely Held Company	\$20.00
5.5.3.1	Sponsor & Placement Change Fee	\$50.00
6.3.3.2	Reinstatement Fee Following Chargeback	\$15.00
8.5.5	Fee for Special Service	\$100/hour
8.6	Unclaimed Commissions Account Management Fee	\$20/month

A.9 Binding Arbitration

A.9.1 Disputes:

All disputes, claims, demands, counts, causes of action, or controversies between the Parties, whether based on contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement,

negligence, or any other intentional tort), or any other legal or equitable theory (collectively “Dispute”) relating to LifeWave, its Products, the Agreement, the rights and obligations of an independent Brand Partner and LifeWave, or any other claims or causes of action relating to the performance of either a Brand Partner or LifeWave under the Agreement will be resolved in a binding, confidential, individual and fair arbitration process, and not in court. A Brand Partner understands that there is no judge or jury in arbitration, and court review of an arbitration award is limited. The only exceptions to this are that (a) each Party retains the right to sue in small claims court; (b) each Party may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights; or (c) each Party may apply to and obtain from any court having competent jurisdiction, a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest before, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding. Disputes over whether these exceptions apply shall be resolved by the court in which such action has been brought; all other disputes over arbitrability shall be resolved by the arbitrator. Any arbitration between the Parties shall be held in Salt Lake County, Utah, and will be conducted in accordance with the Utah Uniform Arbitration Act (“UUAA”). To begin arbitration proceedings, a Brand Partner must file a Demand for Arbitration in accordance with the UUAA and provide LifeWave with a copy of the Demand and complete submission to LifeWave, Inc., [address] ATTN: General Counsel. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

A.9.2 Class Action Waiver:

The Parties expressly agree that any proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action, regardless of whether the procedures or rules of UUAA would allow such an action. The Parties expressly waive their rights to file or participate in a class action or seek relief on a class or representative basis.

A.10 Governing Law, Jurisdiction, & Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. The Parties consent to jurisdiction and venue before the United States District Court for the District of Utah (if federal court jurisdiction exists) or any federal or a state court in Salt Lake County, State of Utah for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

APPENDIX B: RETURNS / REFUNDS / EXCHANGES USA

B.1 Refunds & Returns

LifeWave will refund product orders as follows:

Who	Order Type	Days Since Product was Shipped	% Refund (Purchase Price & Tax)	Required Condition	May Return All but Opened Products	Buyer Pays Cost of Shipping Returned Products
Customer	Initial order - per product	up to 90	100	None	Yes	Yes
Customer	Subsequent orders	up to 30	100	None	Yes	Yes
		between 31-365	up to 90*	Marketable	Yes	Yes
Brand Partner	Initial order	up to 30	100	Marketable	Yes	Yes
		between 31-365	up to 90*	Marketable	Yes	Yes
Brand Partner	Subsequent orders	up to 30	100	Marketable	Yes	Yes
		between 31-365	up to 90*	Marketable	Yes	Yes
Brand Partner (Product & Sales Tools)	Resigning	up to 365	90	Marketable	No	Yes

B.1.1 Customers--Initial Order:

For a Customer's initial order, LifeWave offers Customers a 90-day Money-Back Guarantee for the initial order of products purchased through a LifeWave Brand Partner's replicated website. This Guarantee applies separately to each product purchased for the first time.

B.1.2 *Multiple Packages:

A return of multiple packages of the same product must be unopened and in Marketable condition, except for the one (1) package from which the product was used. If some of the returned packages are not in a Marketable condition, the refund will be adjusted to exclude those packages.

B.1.3 Marketable:

Returned products are Marketable if returned for refund/repurchase before the expiration date printed on the label or shelf-life period has passed, and the packaging or label is not damaged in any way. Return products are not Marketable if the Company discloses to the Brand Partner before purchase that the products are seasonal, discontinued, special promotion products, or clearance and are not subject to the refund/repurchase obligation.

B.1.4 One Refund:

Once a particular product has been ordered and subsequently refunded but not returned, that particular product will not be eligible for any future refunds unless returned to the Company in a Marketable condition.

B.2 Customer Returns for In-Person Sales

When a Brand Partner concludes a sale directly with a Customer, the Brand Partner must refund the purchase if the Customer cancels or rescinds its order.

B.3 Return Procedure

Every Brand Partner or Preferred Customer (as defined in the Compensation Plan) must comply with the following procedures when returning Products for a replacement, exchange, or refund unless returning the product due to a defect (see B.6).

B.3.1 RMA:

Contact Customer Service by submitting a ticket through the Back Office or calling Customer Service at +1(866) 202-0065 to obtain a Return Merchandise Authorization (RMA) number before returning the Product.

B.3.2 Shipping:

Pack and ship the returning Products to LifeWave. Proper shipping carton(s) and packing material are to be used; it is recommended that the means of shipping should be both high-quality and cost-effective. Any package received without the RMA clearly visible on the package exterior may be refused.

B.3.3 Costs:

All shipping costs to return the product are the responsibility of the buyer, whether a Customer or Brand Partner.

B.4 Enrollment Order Return & Resignation

B.4.1 Returns, Resignation, & Refund:

Brand Partners who wish to return their products and/or sales tools may do so by returning the products and sales tools within 90 days of enrollment. Such returns will be treated as an intent to resign their Account, and the Company will terminate the Account upon payment of the refund.

B.4.2 Upline Effects:

Volumes generated by this return will be deducted from the entire Upline.

B.5 Fraudulent Accounts

Refunds are not extended when a Brand Partner intentionally creates multiple Accounts contrary to the *Policies & Procedures*.

B.6 Damaged/Defective Product

Damaged or defective product may be returned for replacement and is subject to inspection. Brand Partners/Customers are responsible for notifying the Company of damaged or defective products within ten (10) business days of receiving the product.

B.7 Lost/Missing Orders

Brand Partners/Customer must report any lost or missing orders within five (5) business days of the expected delivery date. The first time a Brand Partner/Customer orders a product and reports to the Company that they did not receive the order, LifeWave will issue a replacement of the order to them.

B.8 Exchanges

LifeWave offers product exchanges under the following conditions:

B.8.1 Exchange Requests:

All exchange requests must be submitted to LifeWave's Customer Service within thirty (30) days of the shipping date for unopened products.

B.8.2 Damaged Product:

Except for damaged or defective merchandise, all products must be returned unopened and in a Marketable condition to receive a refund.

B.8.3 Additional Returns/Exchanges:

Once a Brand Partner/Customer has exchanged the Product from a specific order, the exchanged products may not be returned for additional exchanges or refunds.

APPENDIX C: AUTHORIZED PRODUCT & EARNINGS CLAIMS USA

C.1 Authorized Product Claims

Brand Partners shall limit their product claims to the authorized claims listed here:

<https://secure.lifewave.com/pdfs/Advertising%20Guidance%20On%20Persissible%20Product%20Claims%20090123.pdf>

C.2 Authorized Opportunity Claims

Brand Partners shall limit their earnings and lifestyle claims to the authorized claims listed here.

CLAIMS	DO SAY	DON'T SAY
<i>Compensation Plan and Earnings Claims</i>	<p><u>Statements of Typical Earnings and of Typical Earnings Ranges.</u> Always refer to the LifeWave Earnings Disclosure Statement (IDS) when talking about earnings and ranges of earnings. See the link at the opportunity tab of www.lifewave.com. This document shows the earnings of LifeWave Brand Partners and is the only income representation you may make.</p>	<p><u>Statements of Non-Typical Earnings and Income Testimonials.</u> Do not show or describe personal checks, individual earnings, or one’s personal experience. Do not make statements such as “Our number one Brand Partner earned XXX dollars last year” or “Our average Senior Presidential Director makes \$XXX per month.” Refer to the EDS.</p>
	<p><u>Lifestyle C. Lifestyle claims</u> should be limited to the rewards specifically offered in the Compensation Plan (trips, etc.). However, Company approved disclosures must be included. A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth.</p>	<p><u>Hypothetical Earnings Claims.</u> A Brand Partner may not make hypotheticals about potential earnings. The Brand Partner may only refer to the EDS when explaining potential earnings.</p>
	<p><u>Terms.</u> Use terms such as “earnings opportunity,” “financial opportunity,” or “home-based opportunity.” Use terms like “income-creating” rather than “wealth-creating.”</p> <p>It is okay to talk about investing time or effort—but not money.</p>	<p><u>Prohibited Terms Regarding Financial Status.</u> Do not use terms that suggest earnings more than what the typical Brand Partner earns, such as “financial freedom,” “earn millions,” or “retire.”</p> <p><u>Prohibited Terms Regarding Employment Status.</u> Do not use the terms that suggest an employer relationship such as “employment opportunity.”</p> <p><u>Words to Avoid.</u> Avoid words like “passive income,” “investment” or “invest.”</p>
<i>Starter Kit</i>	<p><u>Opportunity Claims.</u> When discussing the opportunity, a Brand Partner must mention that the purchase of sales tools is optional.</p> <p>Use words like “cost” or “expenditure” to describe the purchase of a Starter Kit.</p>	<p><u>Purchase of Product.</u> A Brand Partner may not require another Brand Partner to purchase Product when enrolling as a Brand Partner. Product purchases are optional.</p>
	<p><u>Independent Contractor Status.</u> When blogging or posting online or promoting LifeWave on any forum, a Brand Partner must always disclose its relationship to LifeWave, i.e., that it is an independent Brand Partner of LifeWave</p>	
<i>Recurring Orders (MSO)</i>	<p><u>Positioning an MSO.</u> A Brand Partner can position an MSO as a great way to ensure it never runs out of Products to service its Customers to share with prospects, and to personally consume.</p>	<p><u>Prohibited MSO Positioning.</u> Do not position the MSO to remain active or to qualify for compensation.</p> <p>Example: “A Product order or participation in the MSO program is required to become a Brand Partner or to be Active in the Compensation Plan.”</p>
	<p><u>MSO Representation.</u> A Brand Partner MUST represent that an MSO is optional for becoming a Brand Partner AND for earning compensation.</p>	
<i>Purchasing Requirements</i>	<p><u>PV Requirements.</u> A Brand Partner may say that another Brand Partner must generate a certain amount of PV to qualify for earnings under the compensation plan.</p>	<p><u>Prohibited Purchase Requirements.</u> Do not impose personal purchase requirements. Do not require a Brand Partner to purchase a minimum amount of Product.</p>

<i>Generating PV & Being Active</i>	<p><u>Generating PV Terms.</u> Use terms such as “generated” and “sales to Customers” when talking about generating PV to be active.</p> <p><u>Team Building Terms.</u> Use terms like “Build teams that duplicate by helping personally Sponsored Brand Partners build their businesses.”</p>	<p><u>Prohibited PV/BV Generation Terms.</u> Avoid using “purchase” when describing how PV or BV is generated.</p>
<i>Regarding Rank Advancements</i>	<p><u>Rank Qualification.</u> When discussing PV requirements for rank advancement, either is acceptable: “To qualify for the following ranks, a Brand Partner must be active with 110 PV sales to its Preferred Customers and personal purchases during the commission month.”</p>	<p><u>Rank Purchasing.</u> A Brand Partner may not suggest that ranks can be purchased.</p>
<i>Brand Partner Status</i>	<p><u>Independent Contractor Status.</u> Use terms like “independent contractor” or “independent Brand Partner.”</p>	<p><u>Prohibited Employment Terms.</u> Do not use employment terms such as “employment” “employer” “job” “part-time employment,” etc.</p> <p><u>Partner.</u> Be careful when using the term “partner” so that you do not imply a legal partnership.</p>
<i>Establishing the Opportunity</i>	<p><u>Product Sales.</u> Emphasize Product sales to Customers and to building a strong base of Customers.</p> <p><u>Opportunity Terms.</u> Use terms such as “part-time” and “supplemental income.”</p> <p>Use terms such as “flexibility” and the ability to work “how and when” they want when selling the Product.</p> <p>Discuss the LifeWave consumer-oriented approach: “the Product refund policies and low start-up costs.”</p>	<p>Do not over-emphasize recruiting.</p> <p>Do not suggest retirement from full time employment.</p>
<i>Establish LifeWave as a Legitimate Company</i>	<p>Use phrases such as “Products people want” and “in business since 2004” and “total sales of \$XXX million” and “operating in XX countries”.</p>	