

OlivGlobal Policies and Procedures

SECTION 1. CODE OF ETHICS

OlivGlobal, LLC (“OlivGlobal or the Company”) has made a commitment to provide the finest direct sales experience backed by impeccable service to its Independent Sales Representatives. In turn, the company expects OlivGlobal Independent Sales Representatives to reflect that image in their relationships with Customers and fellow Independent Sales Representatives.

As a OlivGlobal Independent Sales Representative you are expected to operate your business according to the highest standards of integrity and fair practice in your role as a OlivGlobal Independent Sales Representative. Failure to comply with the Code of Ethics can result in your termination as an OlivGlobal Independent Sales Representative. The Code of Ethics, therefore, states:

As An Independent Sales Representative:

- I will conduct my business in an honest, ethical, responsible, and professional manner at all times.
- An Independent Sales Representative must show fairness, tolerance, and respect to all people associated with OlivGlobal, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
- I will make no representations about the benefits of being an Independent Sales Representative with OlivGlobal other than those contained in officially approved corporate literature and videos.
- I will provide support and encouragement to my customers to ensure that their experience with OlivGlobal is a successful one.
- I will motivate and actively work with Independent Sales Representatives of my downline organization to help them build their OlivGlobal business. I understand that that this support is critical to each Independent Sales Representative’s success with OlivGlobal.
- I will refrain from exaggerating my personal income or the income potential in general and will stress to Independent Sales Representative prospects the level of effort and commitment required to succeed in the business.
- I will not abuse the goodwill of my association with OlivGlobal to further or promote other business interests (particularly those which may be competitive to OlivGlobal) without the prior written consent of OlivGlobal.
- I will not make disparaging remarks about other products, services, Independent Sales Representatives, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow OlivGlobal Independent Sales Representatives.

- An Independent Sales Representative shall strive to resolve business issues, including situations with upline and downline Independent Sales Representative, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
- I will abide by all of the Policies and Procedures of OlivGlobal as included herein, or as may be amended from time to time.
- I will not make any payment(s) or promise to pay any prospective or existing Independent Sales Representative in return for such Independent Sales Representative's enrollment, continued enrollment, or team building or recruiting activities with OlivGlobal.
- I will strive to sell and promote the products of OlivGlobal in a professional manner to end user retail and preferred customers.

SECTION 2. INTRODUCTION

- 2.1. Policies and Compensation Plan Incorporated into Independent Sales Representative Agreement. These Policies and Procedures, in their present form and as amended at the sole discretion of OlivGlobal, are incorporated into, and form an integral part of, the OlivGlobal Independent Sales Representative Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the OlivGlobal Independent Sales Representative Application and Agreement Form, these Policies and Procedures and the OlivGlobal Compensation Plan. These documents are incorporated by reference into the OlivGlobal Independent Sales Representative Agreement (all in their current form and as amended by OlivGlobal).
- 2.2. Purpose of Policies. OlivGlobal is a direct sales company that dedicated to providing premium-quality nutritional supplement products for the enjoyment and wellness of our customers. It is important to understand that your success and the success of your fellow Independent Sales Representatives depends on the integrity of those who market our services. To clearly define the relationship that exists between Independent Sales Representatives and OlivGlobal, and to explicitly set a standard for acceptable business conduct, OlivGlobal has established the Agreement. OlivGlobal Independent Sales Representatives are required to comply with all of the provisions set forth in the Agreement, which OlivGlobal may amend at its sole discretion from time to time, as well as with all federal, state and local laws governing their OlivGlobal business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this document carefully. It explains and governs the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the OlivGlobal corporate office.
- 2.3. Changes to the Agreement. Because laws and the business environment periodically change, OlivGlobal reserves the right to amend the Agreement, compensation plan and its prices at its sole and absolute discretion. By signing the Independent Sales Representative Agreement, An Independent Sales Representative agrees to abide by all amendments or modifications that OlivGlobal elects to make. Amendments shall be

effective 30 days after publication of notice of amendments in official OlivGlobal materials. The Company shall provide or make available to all Independent Sales Representatives a complete copy of the amended provisions by one or more of the following methods: (a) posting on the Company's official website; (b) electronic mail (email); (c) inclusion in Company periodicals; (d) inclusion with commissions or bonus checks; or (e) special mailings. The continuation of An Independent Sales Representative's OlivGlobal business or An Independent Sales Representative's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

- 2.4. Delays. OlivGlobal shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, government decrees or orders, and acts of God.
- 2.5. Policies and Provisions Severable. If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement.
- 2.6. Waiver. The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of OlivGlobal to exercise any right or power under the Agreement or to insist upon strict compliance by An Independent Sales Representative with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of OlivGlobal's right to demand exact compliance with the Agreement. Waiver by OlivGlobal can be affected only in writing by an authorized officer of the Company. OlivGlobal's waiver of any particular breach by An Independent Sales Representative shall not affect or impair OlivGlobal's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Independent Sales Representative. Nor shall any delay or omission by OlivGlobal to exercise any right arising from a breach affect or impair OlivGlobal's rights as to that or any subsequent breach. The existence of any claim or cause of action of An Independent Sales Representative against OlivGlobal shall not constitute a defense to OlivGlobal's enforcement of any term or provision of the Agreement.

SECTION 3. BECOMING AN INDEPENDENT SALES REPRESENTATIVE

- 3.1. Requirements to Become An Independent Sales Representative. To become an OlivGlobal Independent Sales Representative, each applicant must:
- 3.1.1. Be at least 18 years of age;

- 3.1.2. Reside in the 50 United States or US Territories officially opened by the Company, Southeast Asia and APAC;
- 3.1.3. Have a valid Social Security or Tax ID number and or country national ID;
- 3.1.4. Submit an accepted OlivGlobal Independent Sales Representative Application and Agreement.

The Company reserves the right to reject any applications for a new Independent Sales Representative or applications for renewal.

- 3.2. Form of Application. For a potential new Independent Sales Representative to enroll, he or she may enroll through either the OlivGlobal website or the replicated website of another Independent Sales Representative. Enrollment is done through the acceptance of the web-enrollment and Independent Sales Representative Agreement, as the new Independent Sales Representative must accept the “electronic signature.” This electronic signature signifies the acceptance of the terms and conditions of the Independent Sales Representative Agreement. Please note that such electronic signature constitutes a legally binding agreement between you and the OlivGlobal.
- 3.3. Availability of Documents to OlivGlobal. OlivGlobal reserves the right to require signed paperwork for any account, regardless of origin.
 - 3.3.1. If requested by the OlivGlobal, the signed Independent Sales Representative Agreement should be sent within seven (7) days of electronic receipt.
- 3.4. Signed documents, including but not limited to, personal Independent Sales Representative agreements, are legally binding contracts which must not be altered, tampered with, or changed in any manner after the affixture of a signature. False or misleading information, forged signatures, or alterations to any document (including business registration forms) made after a document has been signed may lead to sanctions up to and including involuntary termination of the Independent Sales Representative’s business.
- 3.5. Independent Sales Representative Benefits. Once An Independent Sales Representative Application and Agreement has been accepted by OlivGlobal, the following benefits are available to the new Independent Sales Representative.
 - 3.5.1. Independent Sales Representatives that enroll in OlivGlobal are allowed to:
 - 3.5.1.1. Sell OlivGlobal products to retail customers and receive profit from these sales;
 - 3.5.1.2. Receive periodic OlivGlobal literature and other OlivGlobal communications;
 - 3.5.1.3. Build a network of Independent Sales Representatives and participate in the OlivGlobal Compensation Plan.

SECTION 4. OPERATING A OLIVGLOBAL INTERNATIONAL BUSINESS

- 4.1. Non-Exclusive Rights. OlivGlobal hereby grants to you a non-exclusive right, based upon the terms and conditions contained in the Independent Sales Representative Agreement and these Policies, to: (a) purchase OlivGlobal products and services; (b) promote and sell OlivGlobal products and services; and (c) sponsor new Customers and Independent Sales Representatives in the United States and in countries where OlivGlobal may become established after the effective date of these Policies.
- 4.2. Adherence to the OlivGlobal Compensation Plan. Independent Sales Representatives must adhere to the terms of the OlivGlobal Compensation Plan as set forth in official OlivGlobal literature. Independent Sales Representatives shall not offer the OlivGlobal opportunity through, or in combination with, any other system, program or method of marketing other than that specifically set forth in official OlivGlobal literature. Independent Sales Representatives shall not require or encourage other current or prospective customers or Independent Sales Representatives to participate in OlivGlobal in any manner that varies from the program as set forth in official OlivGlobal literature. Independent Sales Representatives shall not require or encourage other current or prospective customers or Independent Sales Representatives to execute any agreement or contract other than official OlivGlobal agreements and contracts in order to become an OlivGlobal Independent Sales Representative. Similarly, Independent Sales Representatives shall not require or encourage other current or prospective customers or Independent Sales Representatives to make any purchase from, or payment to, any individual or other entity to participate in the OlivGlobal Compensation Plan other than those purchases or payments identified as recommended or required in official OlivGlobal literature.
- 4.3. Bonus Buying Prohibited. Bonus buying is strictly and absolutely prohibited. “Bonus buying” includes:
 - 4.3.1. The enrollment of individuals without their knowledge and agreement and/or without execution of An Independent Sales Representative Application;
 - 4.3.2. The fraudulent enrollment of an individual as An Independent Sales Representative or merchant;
 - 4.3.3. The enrollment or attempted enrollment of non-existent individuals as Independent Sales Representatives or merchants;
 - 4.3.4. The use of a credit card by or on behalf of An Independent Sales Representative or merchant when the Independent Sales Representative or customer is not the account holder of such credit card;
 - 4.3.5. Purchasing OlivGlobal products on behalf of another Independent Sales Representative, or under another Independent Sales Representative’s ID number, to qualify for commissions or bonuses.

- 4.3. Prices Subject to Change. The prices of OlivGlobal products are subject to change without notice.
- 4.4. Business Entities. A Partnership, LLC or Corporation may hold An Independent Sales Representative business upon completion of the Independent Sales Representative Application form, and providing on that form in the appropriate space, a Federal tax ID number. An individual may not participate in a position; however, all must be under the same business name. The person signing the application on behalf of a business entity must have the authority of said entity for entering into the transaction. In addition, by signing for as a business entity, you certify that no person with an interest of debt or equity in the business has had an interest in An Independent Sales Representative business in OlivGlobal within six (6) months of the date of signature.
- 4.5. Changes to a OlivGlobal Business
- 4.5.1. General. Each Independent Sales Representative must immediately notify OlivGlobal of all changes to the information contained in his or her Independent Sales Representative Application and Agreement. Independent Sales Representatives may modify their existing Independent Sales Representative Agreement Form by submitting a written request and appropriate supporting documentation.
- 4.5.2. Change of Sponsor. To protect the integrity of all marketing organizations and safeguard the hard work of all Independent Sales Representatives, OlivGlobal does not allow changes in sponsorship for active Independent Sales Representatives. Maintaining the integrity of sponsorship is critical for the success of every Independent Sales Representative and marketing organization. Accordingly, the transfer of an OlivGlobal business from one sponsor to another is not permitted.
- 4.5.2.1. Exception. A request for a change in sponsor, due to OlivGlobal error, will be accepted within 45 days of completion of the application.
- 4.5.3. Cancellation and Re-application. An Independent Sales Representative may legitimately change organizations by:
- 4.5.3.1. Voluntarily cancelling his or her OlivGlobal Agreement and remaining inactive (i.e., no purchases of OlivGlobal products for resale; no sales of OlivGlobal products; no sponsoring; and no attendance at any OlivGlobal functions, participation in any other form of Independent Sales Representative activity, or operation of any other OlivGlobal business) for six (6) full calendar months.

Following the six (6) calendar month period of inactivity, the former Independent Sales Representative may reapply under a new sponsor.

However, the former Independent Sales Representative will permanently lose any and all right to their former Independent Sales Representative downline organization.

4.6. Unauthorized Claims and Actions

4.6.1. Indemnification. An Independent Sales Representative is fully responsible for all of his or her verbal and written statements made regarding OlivGlobal products, services, and the Compensation Plan that are not expressly contained in official OlivGlobal materials. Independent Sales Representatives agree to indemnify OlivGlobal and OlivGlobal' directors, officers, employees and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by OlivGlobal as a result of the Independent Sales Representative's unauthorized representations or actions. This provision shall survive the termination of the Independent Sales Representative Agreement.

4.6.2. Income Claims. In their enthusiasm to enroll prospective Independent Sales Representatives, some Independent Sales Representatives are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Independent Sales Representatives may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved.

Moreover, the Federal Trade Commission and all states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Independent Sales Representatives may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact OlivGlobal as well as the Independent Sales Representative making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Independent Sales Representatives do not have the data necessary to comply with the legal requirements for making income claims, An Independent Sales Representative may NOT make income projections, income claims or disclose his or her OlivGlobal income (including the showing of checks, copies of checks, bank statements or tax records).

4.6.3. Health Claims. No Independent Sales Representative shall make any unauthorized health claims regarding any product's ability to cure, diagnose, or treat any known illness, affliction, or health condition.

4.7. Conduct at OlivGlobal Events

4.7.1. No Selling or Recruiting at OlivGlobal Events. Selling and recruiting at OlivGlobal events is not permitted. These activities take away from the primary

focus of the event and can negatively reflect on the professional image of OlivGlobal as a company. You may, however, offer a business card and/or catalog.

4.7.2. No Selling or Recruiting for other Companies at OlivGlobal Events. OlivGlobal Independent Sales Representatives shall not sell any products or recruit for any business during OlivGlobal events. This restriction most specifically applies to sales and recruitment efforts for any other direct sales or marketing program, regardless of the product category, including those that do not compete with OlivGlobal' product line.

4.8. Conflicts of Interest

4.8.1. Non-compete Policy. OlivGlobal Independent Sales Representatives are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"), with the exception of those products in the same generic category as a OlivGlobal product that is deemed to be competing. Independent Sales Representatives may not display OlivGlobal products with any other products or services in a fashion that might in any way confuse or mislead a prospective customer, merchant or Independent Sales Representative into believing there is a relationship between the OlivGlobal and non-OlivGlobal products or services.

4.8.2. Social Media. During the term of this Agreement, OlivGlobal Independent Sales Representatives shall not post about OlivGlobal or any other Direct Sales business, whether competing or not competing with OlivGlobal products, without express written permission by Company. Social media platforms include, but not limited to, Facebook, Twitter, Tik Tok, Instagram, YouTube and Myspace.

4.8.3. Non-solicitation. During the term of this Agreement, Independent Sales Representatives may not recruit other OlivGlobal Independent Sales Representatives or Merchants or customers for any other network marketing business. Following the cancellation of this Agreement, and for a period of one year thereafter, a former Independent Sales Representative may not recruit any OlivGlobal Independent Sales Representative or customer for another network marketing business, with the exception of an Independent Sales Representative who is personally sponsored by the former Independent Sales Representative. The Independent Sales Representatives and OlivGlobal recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, the Independent Sales Representatives and OlivGlobal agree that this non-solicitation provision shall apply to all markets in which OlivGlobal conducts business.

The term "recruit" means actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly or through a

third party, another OlivGlobal Independent Sales Representative or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the

Independent Sales Representative's actions are in response to an inquiry made by another Independent Sales Representative or customer.

4.8.4. Downline Activity (Genealogy) Reports. Downline Activity Reports made available for Independent Sales Representative access and viewing at OlivGlobal's official website, are considered confidential. Independent Sales Representative access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to OlivGlobal. Downline Activity Reports are provided to Independent Sales Representatives in the strictest of confidence and are made available to Independent Sales Representatives for the sole purpose of assisting Independent Sales Representatives in working with their respective Downline Organizations in the development of their OlivGlobal business. Independent Sales Representatives should use their Downline Activity Reports to assist, motivate and train their Downline Independent Sales Representatives. The Independent Sales Representative and OlivGlobal agree that, but for this agreement of confidentiality and nondisclosure, OlivGlobal would not provide Downline Activity Reports to the Independent Sales Representative. An Independent Sales Representative shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
- Use the information to compete with OlivGlobal or for any purpose other than promoting his or her OlivGlobal business;
- Recruit or solicit any Independent Sales Representative or Customer of OlivGlobal listed on any report or in any manner attempt to influence or induce any Independent Sales Representative or customer of OlivGlobal to alter their business relationship with OlivGlobal;
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report.
- Upon demand by the Company, any current or former Independent Sales Representative will return the original and all copies of Downline Activity Reports to the Company.

During the term of the OlivGlobal Brand Agreement and for a period of five (5) years after your termination or the Agreement's expiration, you shall not:

- Use the information in the Downline Activity Reports to compete with OlivGlobal or for any purpose other than promoting his or her OlivGlobal business;
- Use or disclose to any person or entity any confidential information contained in the Downline Activity Reports, including the replication of the genealogy in another network marketing company.

4.9. Restrictions on the Disclosure of Account Information. This policy is to ensure that all Customers and Independent Sales Representatives understand and adhere to the basic principles of confidentiality. OlivGlobal will not share non-public personal information or financial information about current or former Customers or Independent Sales Representatives with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers' or Independent Sales Representatives' interests or to enforce its rights or obligations under these Policies, the Independent Sales Representative Agreement, or with written permission from the accountholder on file.

4.10. Detrimental Conduct. An Independent Sales Representative must not engage in conduct that is detrimental, disruptive, or injurious to OlivGlobal or other Independent Sales Representatives.

4.11. Cross-Sponsoring. Actual or attempted cross-sponsoring is strictly prohibited. "Cross-sponsoring" is defined as the enrollment of an or entity that already has a current Customer, Merchant or Independent Sales Representative Agreement on file with OlivGlobal, or who has had such an agreement within the preceding 6 calendar months, within a different line of sponsorship. The use of a spouse or relative's name, trade names, assumed names or fictitious ID numbers to circumvent this policy is prohibited. Independent Sales Representatives shall not demean, discredit or defame other OlivGlobal Independent Sales Representatives in an attempt to entice another Independent Sales Representative to become part of the first Independent Sales Representative's marketing organization. If a prohibited organization transfer occurs, OlivGlobal shall take disciplinary action against the Independent Sales Representative(s) who engaged, acquiesced and/or knowingly participated in the improper cross-sponsoring. However, it shall be entirely within OlivGlobal's discretion where in the genealogical structure, the cross-sponsored organization in question shall be placed or otherwise distributed.

Because equities often exist in favor of both upline organizations, Independent Sales Representatives WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY FOR ITS DECISION REGARDING THE FINAL DISPOSITION OR PLACEMENT OF THE CROSSSPONSORED ORGANIZATION.

4.12. Errors or Questions. If An Independent Sales Representative has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Independent Sales Representative must notify the Independent Sales Representative Care Department at OlivGlobal's headquarters in

Boise, Idaho in writing, within 15 days of the date of the purported error or incident in question. OlivGlobal will not be responsible for any errors, omissions or problems not reported to the Company within 15 days.

- 4.13. Sales Aids. OlivGlobal are allowed promote both the products and services, and the tremendous opportunity that OlivGlobal offers, Independent Sales Representatives must use the sales aids and support materials produced by OlivGlobal. The rationale behind this requirement is simple. OlivGlobal has carefully designed its products, product labels, Compensation Plan and promotional materials to ensure that each aspect of how OlivGlobal represents itself is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws. If OlivGlobal Independent Sales Representatives were allowed to develop their own sales aids, clothing, brochures and other promotional materials, notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting a OlivGlobal business is almost certain. These violations, although they may be relatively few in number, would jeopardize the OlivGlobal business opportunity for all Independent Sales Representatives.

Accordingly, Independent Sales Representatives must submit all written sales aids, lead generation systems, promotional materials, advertisements, and other literature to the OlivGlobal Regulatory and Compliance Department for approval to compliance@olivglobal.com Unless the Independent Sales Representative receives specific written approval to use such tools, sales aids, materials, the request shall be deemed denied. Independently produced websites are not permitted unless approved by OlivGlobal FIRST.

OlivGlobal shall not permit Independent Sales Representatives to sell sales aids, training, marketing materials, to other OlivGlobal Independent Sales Representatives. Therefore, Independent Sales Representatives who receive written authorization from OlivGlobal to produce their own sales tools may not sell those materials to any other OlivGlobal Independent Sales Representative. Independent Sales Representatives may make approved material available to other Independent Sales Representatives free of charge if they wish. Independent Sales Representative are prohibited from reproducing or copying written documents or marketing materials, films or sound recordings identical or deceptively similar to any materials produced by OlivGlobal.

OlivGlobal further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Independent Sales Representatives waive all claims for damages or remuneration arising from or relating to such rescission.”

- 4.14. Labels, Packaging, and Displaying Products. An Independent Sales Representative may not re-label, re-package, refill, or alter labels of any OlivGlobal product, or service, information, materials or program(s) in any way. OlivGlobal products and services must only be sold in their original containers from OlivGlobal.

Such re-labeling or re-packaging violates federal and state laws, which may result in criminal or civil penalties or liability.

4.14.1. You agree to make no representations or claims about any products beyond those shown on product labels and/or in official OlivGlobal literature.

4.14.2. An OlivGlobal Independent Sales Representative shall not cause any OlivGlobal product or service or any OlivGlobal trade name to be sold or displayed in retail establishments.

4.14.3. An Independent Sales Representative may sell OlivGlobal products and services and display the OlivGlobal trade name at any appropriate display booth (such as trade shows) upon prior written approval from OlivGlobal.

4.14.4. OlivGlobal reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the OlivGlobal opportunity.

4.15. Use of Company Names and Protected Materials. An Independent Sales Representative must safeguard and promote the good reputation of OlivGlobal and the products and services it markets. The marketing and promotion of OlivGlobal, the OlivGlobal opportunity, the Compensation Plan, and OlivGlobal products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.

4.15.1. All promotional materials supplied or created by OlivGlobal must be used in their original form and cannot be changed, amended or altered except with prior written approval from OlivGlobal.

4.15.2. The name of OlivGlobal, each of its product and service names and other names that have been adopted by OlivGlobal in connection with its business are proprietary trade names, trademarks and service marks of OlivGlobal. As such, these marks are of great value to OlivGlobal and are supplied to Independent Sales Representatives for their use only in an expressly authorized manner.

4.15.3. Further procedures relating to the use of the OlivGlobal name are as follows:

4.15.3.1. All stationary (i.e., letterhead, envelopes, and business cards) bearing the OlivGlobal name or logo intended for use by the Independent Sales Representative must be approved in writing by the OlivGlobal.

4.15.3.2. Independent Sales Representatives may not use the name "OlivGlobal" or "OlivGlobal Corporate" in answering the telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate

office. They may state, “Independent Sales Representative of OlivGlobal.”

- 4.15.4. Certain photos and graphic images used by OlivGlobal in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Independent Sales Representatives. If An Independent Sales Representative wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- 4.15.5. An Independent Sales Representative shall not appear on or make use of television or radio, or make use of any other media to promote or discuss OlivGlobal or its programs, products or services without prior written permission from the OlivGlobal.
- 4.15.6. An Independent Sales Representative may not produce for sale or distribution any Company event or speech, nor may An Independent Sales Representative reproduce OlivGlobal audio or video clips for sale or for personal use without prior written permission from the OlivGlobal.
- 4.15.7. OlivGlobal reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Independent Sales Representative.
- 4.15.8. An Independent Sales Representative shall not promote non- OlivGlobal products or services in conjunction with OlivGlobal products or services on the same websites, same advertisement, or on shows without prior approval from OlivGlobal.
- 4.16. Governmental Approval or Endorsement. Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling program. Therefore, Independent Sales Representatives shall not represent or imply that OlivGlobal or its Compensation Plan have been “approved,” “endorsed” or otherwise sanctioned by any government agency.
- 4.17. Holding Applications or Enrollments. Independent Sales Representatives must not manipulate enrollments of new applicants or Merchant enrollments. All Independent Sales Representative Applications and Agreements and Service orders must be sent within 72 hours from the time they are signed by An Independent Sales Representative or placed by a merchant.
- 4.18. Identification. All Independent Sales Representatives are required to provide their Social Security Number or Federal Tax Identification Number to OlivGlobal on the Independent Sales Representative Application and Agreement.

Upon enrollment, the Company will provide a unique Independent Sales Representative Identification Number to the Independent Sales Representative by which he or she will

be identified. This number will be used to place orders and track commissions and bonuses.

4.19. Income Taxes. Each Independent Sales Representative is responsible for paying local, state and federal taxes on any income generated as An Independent Sales Representative. If an OlivGlobal business is tax exempt, the Federal Tax Identification Number must be provided to OlivGlobal. Every year, OlivGlobal will provide IRS Form 1099 (non-employee compensation) earnings statement to each U.S. resident who (a) had earnings of over \$600 in the previous calendar year or (b) made purchases during the previous calendar year in excess of \$5,000 wholesale. OlivGlobal cannot accept a tax-exempt certificate from An Independent Sales Representative who resides in a state where tax exempt status is not granted for Direct Sales businesses. Independent Sales Representatives are encouraged to check with their state government before sending a form to OlivGlobal.

4.20. Independent Contractor Status. Independent Sales Representatives are independent contractors and are not purchasers of a franchise or a business opportunity. The agreement between OlivGlobal and its Independent Sales Representatives does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the Independent Sales Representative. Independent Sales Representatives shall not be treated as an employee for his or her services or for federal or state tax purposes. All Independent Sales Representatives are responsible for paying local, state and federal taxes due from all compensation earned as An Independent Sales Representative of the Company. The Independent Sales Representative has no authority (expressed or implied) to bind the Company to any obligation. Each Independent Sales Representative shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Independent Sales Representative Agreement Form, and these Policies and Procedures, and applicable laws. If required by law to declare any OlivGlobal representatives be classified as employees, OlivGlobal reserves the right to discontinue operating within the jurisdiction making such declaration.

The name of OlivGlobal and other names as may be adopted by OlivGlobal are proprietary trade names, trademarks and service marks of OlivGlobal. As such, these marks are of great value to OlivGlobal and are supplied to Independent Sales Representatives for their use only in an expressly authorized manner. Use of the OlivGlobal name on any item not produced by the Company is prohibited except as follows:

Independent Sales Representative's Name
Independent OlivGlobal Independent Sales Representative

All Independent Sales Representatives may list themselves as an "Independent OlivGlobal International Independent Sales Representative" in the residential telephone directory ("white pages") under their own name. Independent Sales Representatives may not place telephone directory display ads in the classified directory ("Yellow Pages") using OlivGlobal' name or logo. Independent Sales Representatives have no right to use

the name “OlivGlobal” not in the syntax of “OlivGlobal” on any item not produced by the company.

Independent Sales Representatives may not answer the telephone by saying “OlivGlobal,” “OlivGlobal Processing,” or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of OlivGlobal.

Advertising is not limited to print media; it also includes internet advertising and other forms of advertising. It is prohibited for An Independent Sales Representative to use an internet or email address that utilizes the trade name OlivGlobal or includes OlivGlobal in a portion of the address. It is also prohibited for An Independent Sales Representative to use any website materials that reference or relate to OlivGlobal that are not authorized in writing by OlivGlobal on a website. It is also prohibited for An Independent Sales Representative to place links to unauthorized websites or webpages onto a website or webpage that has been authorized by OlivGlobal. It is also prohibited for An Independent Sales Representative to use any website materials on a website that references or relates to OlivGlobal that is not authorized in writing by OlivGlobal.

4.21. Insurance:

4.21.1. Business Pursuits Coverage. You may wish to arrange insurance coverage for your business. Your homeowner’s insurance policy may not cover business related injuries or the theft of or damage to your business. Contact your insurance agent to make sure that your business property is protected.

4.22. International Marketing. Because of critical legal product and tax considerations, OlivGlobal must limit the marketing and enrollment of OlivGlobal services and the presentation of the OlivGlobal business to prospective customers, Merchants and Independent Sales Representatives located within the 50 United States of America and any other jurisdiction officially opened by OlivGlobal. Independent Sales Representatives are only authorized to do business in the countries in which OlivGlobal has announced are open for business in official Company literature and their E-Commerce Platform.

4.23. Laws and Ordinances. Independent Sales Representatives shall comply with all federal, state and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Independent Sales Representatives because of the nature of their business. However, Independent Sales Representatives must obey those laws that do apply to them. If a city or county official tells An Independent Sales Representative that an ordinance applies to him or her, the Independent Sales Representative shall comply with the law.

4.24. Minors. Independent Sales Representatives shall not enroll or recruit individuals under the age of 18 into the OlivGlobal program. The one exception to this is if the

minor has been adjudicated as an emancipated minor by a court of competent jurisdiction.

4.25. Actions of Household Members or Independent Sales Representative Individuals.

If any member of An Independent Sales Representative's household, family, or other Independent Sales Representative individual engages in any activity that, if performed by the Independent Sales Representative, would violate any provision of the Agreement, such activity will be deemed a violation by the Independent Sales Representative and OlivGlobal may take disciplinary action pursuant to the Statement of Policies against the Independent Sales Representative.

An exception to the one-business-per-Independent Sales Representative rule will be considered on a case-by-case basis if two Independent Sales Representatives marry. Requests for exceptions to this policy must be submitted in writing to the Compliance Department.

4.25.1. OlivGlobal Household Restrictions. Individuals of the same family unit may each enter in to or have an interest in their own separate OlivGlobal businesses, only if each subsequent family business is placed frontline to the first family member enrolled. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

4.26. Legal Status as Independent Sales Representative. Some states have recently passed legislation which further limits and identifies the requirements to maintain Independent contractor status. It is important to know what your states laws are on this subject. OlivGlobal will take no action which may subject them to a situation whereby the Representatives shall be considered employees.

4.27. Requests for Records. Any request from An Independent Sales Representative for copies of invoices, agreements, Downline activity reports or other records/reports will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

4.28. Sale, Transfer or Assignment of OlivGlobal Business

4.28.1. Although a OlivGlobal business is a privately owned, independently operated business, the sale, transfer or assignment of a OlivGlobal business, and the sale, transfer or assignment of an interest in a Business Entity that owns or operates an OlivGlobal Independent Sales Representative business, is subject to certain limitations. If An Independent Sales Representative wishes to sell his or her OlivGlobal business, or interest in a Business Entity that owns or operates an OlivGlobal business, the following criteria must be met:

- The selling Independent Sales Representative must offer OlivGlobal the right of first refusal to purchase the business on the same terms as agreed upon with a third-

party buyer. OlivGlobal shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.

- The buyer or transferee must become a qualified Independent Sales Representative. Before the sale, transfer or assignment can be finalized and approved by OlivGlobal, any debt obligations the selling party has with OlivGlobal must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign an OlivGlobal Independent Sales Representative business.

Prior to selling a Business Entity interest, the selling party must notify OlivGlobal' Compliance Department in writing and advise of his or her intent to sell OlivGlobal' business or Business Entity interest. The selling party must also receive written approval from the Compliance Department before proceeding with the sale.

4.29. Separation of a OlivGlobal Independent Sales Representative Business. In the event of a dissolution of marriage of a OlivGlobal Independent Sales Representative, and a spouse, arrangements must be made to assure that any division of the business assets is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Independent Sales Representatives and the Company, OlivGlobal may be forced to involuntarily terminate the Independent Sales Representative Agreement. OlivGlobal will make no arrangements without court approval or direction.

4.29.1. During the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution. Under no circumstances will the Downline Organization of divorcing spouses be divided. Similarly, under no circumstances will OlivGlobal split commission and bonus checks between divorcing spouses. OlivGlobal will recognize only one Downline Organization and will issue only one commission check per OlivGlobal business per commission cycle. Commission checks shall always be issued to the individual whose name appears on the Independent Sales Representative Agreement. OlivGlobal will in no case be liable or responsible for any error in payment to either party to the divorce.

4.30. Marketing and Promotion Consistent with Public Interest. The marketing and promotion of OlivGlobal, the OlivGlobal sales opportunity, the Compensation Plan, and OlivGlobal products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

4.31. Sponsoring. All active Independent Sales Representatives in good standing have the right to sponsor and enroll others into OlivGlobal. Each prospective Independent Sales Representative has the ultimate right to choose his or her own sponsor. If two Independent Sales Representatives claim to be the sponsor of the same new Independent Sales Representative, the Company shall regard the first application received by the

Company as controlling. OlivGlobal will not allow Independent Sales Representatives to engage in unethical sponsoring activities.

Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Independent Sales Representative from another Independent Sales Representative or influencing another Independent Sales Representative to transfer to a different sponsor.

- 4.31.1. Allegations of unethical sponsoring must be reported in writing to OlivGlobal within the first 90 days of enrollment. If the reports are substantiated, OlivGlobal may transfer the Independent Sales Representative or the Independent Sales Representative's downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement Independent Sales Representative. OlivGlobal remains the final authority in such cases.

OlivGlobal prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the OlivGlobal compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Independent Sales Representative in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the businesses of all individuals and/or entities found to be directly involved.

Should Independent Sales Representatives engage in solicitation and/or enticement of members of another direct sales OlivGlobal to sell or distribute OlivGlobal products and services to, they bear the risk of being sued by the other direct sales OlivGlobal. If any lawsuit, arbitration, or mediation is brought against An Independent Sales Representative alleging that they engaged in inappropriate recruiting activity of another OlivGlobal's sales force or Customers, OlivGlobal will not pay any of Independent Sales Representative's defense costs or legal fees, nor will OlivGlobal indemnify the Independent Sales Representative for any judgment, award, or settlement.

- 4.32. Telemarketing. The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices.

Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. While you may not consider yourself a "telemarketer" in the traditional sense of the word, these regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000.00 per violation).

Therefore, Independent Sales Representatives must not engage in telemarketing relative to the operation of their OlivGlobal businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a OlivGlobal product or service, or to recruit them for the OlivGlobal opportunity. “Cold calls” made to prospective customers or Independent Sales Representatives that promote either OlivGlobal’ products or services or the OlivGlobal opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Independent Sales Representative (a “prospect”) is permissible under the following situations:

- If the Independent Sales Representative has an established business relationship with the prospect. An “established business relationship” is a relationship between An Independent Sales Representative and a prospect based on the prospect’s purchase, rental or lease of goods or services from the Independent Sales Representative, or a financial transaction between the prospect and the Independent Sales Representative, within the 18 months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- The prospect’s personal inquiry or application regarding a product or service offered by the Independent Sales Representative within the 3 months immediately preceding the date of such a call.
- If the Independent Sales Representative receives written and signed permission from the prospect authorizing the Independent Sales Representative to call. The authorization must specify the telephone number(s) that the Independent Sales Representative is authorized to call.
- You may call family members, personal friends and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship (i.e., you have recently personally met him or her). Bear in mind, however, that if you make a habit of “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.

In addition, Independent Sales Representatives shall not use automatic telephone dialing systems relative to the operation of their OlivGlobal businesses. The term “automatic telephone dialing system” means equipment which has the capacity to (a) store or produce telephone numbers to be called using a random or sequential number generator and (b) to dial such numbers.

4.33. Intellectual Property. Independent Sales Representatives may not use the OlivGlobal logo or other intellectual property without the written consent of OlivGlobal. If An Independent Sales Representative wishes to use marketing materials, all requests must be sent to support@arkcrystal.com.

4.34. Internet and Third Party Website Restrictions. An Independent Sales Representative may not use or attempt to register any of OlivGlobal's trade names,

trademarks, service names, service marks, product names, URLs, advertising phrases, OlivGlobal's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.

An Independent Sales Representative may not sell OlivGlobal products, services or offer the business opportunity using "online auctions," such as eBay®.

All Independent Sales Representatives may have one (1) approved website. This is the Independent Sales Representative's replicated website ("Replicated Website") hosted by OlivGlobal servers. No Independent Sales Representative may develop their own third party websites.

Social Media sites may be used to sell or offer to sell OlivGlobal products or services. PROFILES AN INDEPENDENT SALES REPRESENTATIVE GENERATES IN ANY SOCIAL COMMUNITY WHEN OLIVGLBOAL PRODUCTS ARE DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE INDEPENDENT SALES REPRESENTATIVE AS A OLIVGLOBAL INDEPENDENT SALES REPRESENTATIVE, and when An Independent Sales Representative participates in those communities, they must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is in appropriate is at OlivGlobal's sole discretion, and offending Independent Sales Representatives will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from OlivGlobal approved library. If a link is provided, it must link to the posting Independent Sales Representative's Replicated Website.

Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Independent Sales Representatives will be subject to disciplinary action.

Independent Sales Representatives may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Independent Sales Representatives create or leave must be useful, unique, relevant and specific to the blog's article.

Independent Sales Representatives must disclose their full name on all Social Media postings, and conspicuously identify themselves as a sales consultant for OlivGlobal. Anonymous postings or use of an alias is prohibited.

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to OlivGlobal sales opportunity, OlivGlobal's products and services, and/or your biographical information and credentials.

Independent Sales Representatives are personally responsible for their postings and all other online activity that relates to OlivGlobal. Therefore, even if An Independent Sales Representative does not own or operate a blog or Social Media site, if An Independent

Sales Representative posts to any such site that relates to OlivGlobal or which can be traced to OlivGlobal, the Independent Sales Representative is responsible for the posting. Independent Sales Representatives are also responsible for postings which occur on any blog or Social Media site that the Independent Sales Representative owns, operates, or controls.

As An Independent Sales Representative, it is important to not converse with any person who places a negative post against you, other Independent Sales Representatives, or OlivGlobal. Report negative posts to OlivGlobal Compliance Department. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as OlivGlobal, and therefore damages the reputation and goodwill of OlivGlobal.

The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, OlivGlobal therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that Independent Sales Representatives using, or who wish to use, must get prior permission from OlivGlobal.

If your OlivGlobal business is cancelled for any reason, you must discontinue using OlivGlobal name, and all of OlivGlobal's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent consultant of OlivGlobal, you must conspicuously disclose that you are no longer An Independent Sales Representative.

Failure to comply with these Policies for conducting business online may result in the Independent Sales Representative losing their right to advertise and market OlivGlobal products, services and OlivGlobal's business opportunity online in addition to any other disciplinary action available under these Policies.

- 4.35. **Advertising and Promotional Materials.** No special enticement advertising is allowed. This includes, but is not limited to, offers of a free OlivGlobal business, free shipping, or other such offers that grant advantages beyond those available through OlivGlobal.

Advertising and all forms of communications must adhere to principles of honesty and propriety. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior OlivGlobal written approval.

OlivGlobal approval is not required to place blind ads that do not mention OlivGlobal, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.

OlivGlobal reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of such advertisements from the marketplace without obligation to the affected Independent Sales Representative.

- 4.36. Testimonial Permission. By signing the Independent Sales Representative Agreement, An Independent Sales Representative gives OlivGlobal permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in OlivGlobal business opportunity, An Independent Sales Representative waives any right to be compensated for the use of his or her testimonial or image and likeness even though OlivGlobal may be paid for items or sales materials containing such image and likeness. In some cases, An Independent Sales Representative's testimonial may appear in another Independent Sales Representative's advertising materials. If An Independent Sales Representative does not wish to participate in OlivGlobal sales and marketing materials, he or she should provide a written notice to OlivGlobal to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.
- 4.37. Separating an OlivGlobal Business. Pending a divorce, the parties must adopt one of the following methods of operation: (a) one of the parties may, with the written consent of the other(s), operate the OlivGlobal business whereby the relinquishing spouse authorizes OlivGlobal to deal directly and solely with the other spouse; or (b) the parties may continue to operate the OlivGlobal business jointly on a "business as usual" basis, whereupon all compensation paid by OlivGlobal will be paid in the name designated as the Independent Sales Representatives or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, OlivGlobal will pay compensation to the name on record and in such event, the Independent Sales Representative named on the account shall indemnify OlivGlobal from any claims from the other spouse with respect to such payment.

OlivGlobal recognizes only one downline organization and will issue only one commission check per OlivGlobal business per commission cycle. Under no circumstances will the downline of an organization be divided, nor will OlivGlobal split commission and/or bonus checks.

If a relinquishing spouse has completely relinquished ("Relinquishing Party"), in writing, all rights to the original OlivGlobal business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Independent Sales Representative or active Customer in the former organization, and must develop a new business in the same manner as any other new OlivGlobal Independent Sales Representative.

- 4.38. Succession. Upon the death or incapacity of An Independent Sales Representative, the Independent Sales Representative's business may be passed on to his or her legal successors in interest (successor). Whenever a OlivGlobal business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Independent Sales Representative's sales organization. The successor must: (a) Complete and sign a new OlivGlobal Independent Sales Representative Agreement; (b) comply with the terms and provisions of the Independent Sales Representative Agreement; and (c) meet all of the qualifications for the last rank achieved by the former Independent Sales Representative.

SECTION 5. RESPONSIBILITIES OF INDEPENDENT SALES REPRESENTATIVES

- 5.1. Change of Address or Telephone. To ensure timely delivery of products, support materials and commission checks, it is critically important that OlivGlobal' files are current. Independent Sales Representatives planning to move should mail OlivGlobal corporate office, at support@olivglobal.com with their new address and telephone numbers. In the alternative, Independent Sales Representative may email OlivGlobal at customer service email provided on website. To guarantee proper delivery, two-weeks advance notice to OlivGlobal is recommended on all changes. A Customer or Independent Sales Representative may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

5.2. Continuing Development Obligations

- 5.2.1. Ongoing Training. Any Independent Sales Representative who sponsors another Independent Sales Representative into OlivGlobal must perform a bona fide assistance and training function to ensure that his or her Downline is properly operating his or her OlivGlobal business. Independent Sales Representatives must have ongoing contact and communication with the Independent Sales Representatives in their Downline Organizations. Examples of such contact and communication may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of Downline Independent Sales Representatives to OlivGlobal meetings, training sessions, and other functions. Upline Independent Sales Representatives are also responsible to motivate and train new Independent Sales Representatives in OlivGlobal product knowledge, effective sales techniques, the OlivGlobal Compensation Plan and compliance with Company Policies and Procedures. Communication with and the training of Downline Independent Sales Representatives must not, however, violate Section 4.2 (regarding the development of Independent Sales Representative-produced sales aids and promotional materials). Independent Sales Representatives cannot charge for training.

Upon request, every Independent Sales Representative should be able to provide documented evidence to OlivGlobal of his or her ongoing fulfillment of the responsibilities of a sponsor.

5.2.2. Increased Training Responsibilities. As Independent Sales Representatives progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the OlivGlobal program. They will be called upon to share this knowledge with lesser-experienced Independent Sales Representatives within their organization.

5.2.3. Ongoing Sales Responsibilities. Regardless of their level of achievement, Independent Sales Representatives have an ongoing obligation to continue to personally promote sales through the generation of new customers or merchants and through servicing their existing customers or merchants.

5.3. Non-disparagement. OlivGlobal wants to provide its Independent Sales Representatives with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the OlivGlobal corporate offices. While OlivGlobal welcomes constructive input, negative comments and remarks made in the field by Independent Sales Representatives about the Company, its products or Compensation Plan serve no purpose other than to sour the enthusiasm of other OlivGlobal Independent Sales Representatives. For this reason, and to set the proper example for their Downline, Independent Sales Representatives must not disparage, demean or make negative remarks about OlivGlobal, other OlivGlobal Independent Sales Representatives, OlivGlobal's services, the Compensation Plan or OlivGlobal's directors, officers or employees.

5.4. Providing Documentation to Applicants. Independent Sales Representatives must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Independent Sales Representatives before the applicant signs An Independent Sales Representative Agreement. Additional copies of Policies and Procedures can be found on the OlivGlobal website at www.olivglobal.com.

5.5. Monitoring of Downline. A Sponsoring Independent Sales Representative should monitor the Independent Sales Representatives in his or her downline organizations to ensure that downline Independent Sales Representatives do not make improper product or business claims, or engage in any illegal or inappropriate conduct.

5.6. Reporting Policy Violations. Independent Sales Representatives observing a policy violation by another Independent Sales Representative should submit a written report of the violation directly to the attention of the OlivGlobal Compliance Department. Details of the incident(s), such as dates, number of occurrences, persons involved and any supporting documentation, should be included in the report. Once the matter has been presented to OlivGlobal, it will be researched thoroughly and appropriate action will be taken if required.

5.6.1. This section refers to the general reporting of policy violations as observed by other Independent Sales Representatives for the mutual effort to support, protect,

and defend the integrity of OlivGlobal sales opportunity. If An Independent Sales Representative has a grievance or complaint against another Independent Sales Representative which directly relates to his or her OlivGlobal business, the procedures set forth in these Policies must be followed.

SECTION 6. SALES REQUIREMENTS

6.1. Product Sales. The OlivGlobal Compensation Plan is based upon the sale of OlivGlobal products and services to end user consumers. Independent Sales Representatives must fulfill personal and Downline organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

6.2. Retail Sales. OlivGlobal wants to ensure that prices for its products and services are not destabilized when sold through a retailing environment. Therefore, Products sold in a retail environment will be subject to a minimum advertised retail price. The minimum advertised price of OlivGlobal' products is listed on the OlivGlobal website. Any Independent Sales Representative who knowingly fails to honor the minimum price set by OlivGlobal for its products and services will be subject to termination.

Independent Sales Representatives shall only be permitted to sell OlivGlobal products on the company e-commerce website, an appointment-based business, but not in any stores. Independent Sales Representatives shall not sell OlivGlobal products through websites including Amazon, eBay, Facebook, or any other online platform, except for the ISR company sponsored sale and marketing platform.

6.3. Territory Restrictions. There are no exclusive territories granted to anyone. No franchise fees are required.

6.4. Influence on Other Independent Sales Representatives' Purchases. OlivGlobal encourages its Independent Sales Representatives to only purchase inventory that they will personally consume, will be used as a sales tool, or will be resold. Independent Sales Representatives must never attempt to influence any other Independent Sales Representative to buy more products than they can reasonably use or retail to Customers in a month.

SECTION 7. BONUSSES AND COMMISSIONS

7.1. Bonus and Commission Qualifications. An Independent Sales Representative must be active and in compliance with the Agreement and these policies to qualify for bonuses and commissions. So long as An Independent Sales Representative complies with the terms of the Agreement and these policies, OlivGlobal shall pay commissions to such Independent Sales Representative in accordance with the Compensation Plan. The minimum amount for which OlivGlobal will issue a commission payment is \$25.00.

7.2. Commission Payments and Promotions

7.2.1. Payments, Calculations, and Bonuses. Commissions will be mailed out in accordance with the Compensation Plan. Commissions will be calculated according to the level for which An Independent Sales Representative actually satisfied all of the requirements according to the Compensation Plan rather than the highest rank or title achieved. Commission reports will be provided to Independent Sales Representatives on-line, via web access.

7.2.2. Promotions. Promotions are determined based on business organization and sales activity for each applicable period.

7.3. Adjustment to Bonuses and Commissions

7.3.1. Adjustments for Returned Products. Independent Sales Representatives receive bonuses and commissions based on the actual enrollment for services to merchants. When a service is cancelled and refund is authorized by the Company, the bonuses and commissions attributable to the refunded service(s) will be deducted in the month in which the refund is given and continuing every pay period thereafter until the commission is recovered from the Independent Sales Representatives who received bonuses and commissions on the sales of the refunded service(s).

7.4. Unclaimed Commissions and Credits

7.4.1. Independent Sales Representatives must deposit or cash commission and bonus checks within six months from their date of issuance. A check that remains uncashed after six months will be void. There shall be a \$50.00 charge for reissuing a check. These charges shall be deducted from the balance owed to the Independent Sales Representative.

7.5. Reports. All information provided by OlivGlobal in online or telephonic Downline Activity Reports, including but not limited to personal and group sales volume (or any part thereof), and Downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors, including the inherent possibility of human and mechanical error; the accuracy, completeness and timeliness of orders; denial of credit card and electronic check payments; returned products; and credit card and electronic check charge-backs, the information is not guaranteed by OlivGlobal or any persons creating or transmitting the information. All personal and group sales volume information is provided "as is" without warranties, expressed or implied, or representations of any kind whatsoever. In particular, but without limitation, there shall be no warranties of merchantability, fitness for a particular use or non-infringement.

To the fullest extent permissible under applicable law, OlivGlobal and/or other persons creating or transmitting the information will in no event be liable to any Independent Sales Representative or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and group sales volume information (including but not limited to lost profits, bonuses, or

commissions, loss of opportunity and damages that may result from inaccuracy, incompleteness, inconvenience, delay or loss of the use of the information), even if OlivGlobal or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, OlivGlobal or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

Access to and use of OlivGlobals' online reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is." If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to OlivGlobal' online reporting services and your reliance upon the information.

SECTION 8. RETURNS AND SALES AIDS REPURCHASE

- 8.1. Retail Sales. Personal service and retail sales to the customer are the foundation of OlivGlobal. The entire commission structure is based upon volume of retail sales referred by the individual Independent Sales Representative as well as their entire organization.
- 8.2. Voluntary Cancellation of Contract. Requests by a OlivGlobal Independent Sales Representative to return their sales aids for a refund will be treated as a request to voluntarily cancel that Independent Sales Representative business. If An Independent Sales Representative wishes to return sales aids purchased within the last 3-month period, the Company shall repurchase the sales aids and the Independent Sales Representative's Agreement shall be canceled. An Independent Sales Representative may only return sales aids purchased by him or her that are in new and resalable condition.

Upon receipt of the sales aids, the Independent Sales Representative will be reimbursed 90% of the cost of the original purchase price(s), not to include shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same account.

- Independent Sales Representative must inform the company of intent to exercise the sales aid buy-back option within 10 business days of resignation notice.
- All products to be returned for refund under this provision must be approved in advance of shipment to OlivGlobal, by calling the Customer Services Department.
- Independent Sales Representative will be asked to submit invoices detailing the sales aid items to be returned.
- Upon approval from the company, returns may be sent to the company's headquarters and must be accompanied by an invoice copy for each item.

- The return of products purchased for inventory accompanied by a request for a refund within thirty (30) calendar days by An Independent Sales Representative may constitute grounds for involuntary termination.
- 8.3. Montana Residents. A Montana resident may cancel his or her Independent Sales Representative Agreement within 15 days from the date of enrollment and may receive a full refund within such time period for good and resalable sales aids or trainings that have not been attended.

SECTION 9. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

- 9.1. Disciplinary Sanctions. Violation of the Agreement, these Policies and Procedures or any illegal, fraudulent, deceptive or unethical business conduct by An Independent Sales Representative may result, at OlivGlobal' discretion, in one or more of the following corrective measures:
- Issuance of a written warning or admonition;
 - Requiring the Independent Sales Representative to take immediate corrective measures;
 - Imposition of a fine, which may be withheld from bonus and commission checks;
 - Loss of rights to one or more bonus and commission checks;
 - The withholding from An Independent Sales Representative of all or part of the Independent Sales Representative's bonuses and commissions during the period that OlivGlobal is investigating any conduct allegedly in violation of the Agreement. If An Independent Sales Representative's business is canceled for disciplinary reasons, the Independent Sales Representative will not be entitled to recover any commissions withheld during the investigation period;
 - Suspension of the individual's Independent Sales Representative Agreement for one or more pay periods;
 - Involuntary termination of the offender's Independent Sales Representative Agreement;
 - Any other measure expressly allowed within any provision of the Agreement or that OlivGlobal deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Independent Sales Representative's policy violation or contractual breach; or
 - In situations deemed appropriate by OlivGlobal, the Company may institute legal proceedings for monetary and/or equitable relief.
- 9.2. Grievances and Complaints. When An Independent Sales Representative has a grievance or complaint with another Independent Sales Representative regarding any practice or conduct in relationship to their respective OlivGlobal businesses, the complaining Independent Sales Representative should first report the problem to his or her sponsor, who should review the matter and try to resolve it with the other party's

Upline sponsor. If the matter cannot be resolved, it must be reported in writing to the Company. The Company will review the facts and determine if a policy violation has occurred and take appropriate action.

- 9.3. Arbitration. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association or other recognized arbitration service, under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Independent Sales Representatives waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the County of Boise, State of Idaho, unless the laws of the state in which An Independent Sales Representative resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions, with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the American Arbitration Panel provides. The prevailing party shall be entitled to receive from the losing party, OR each party to the arbitration shall be responsible for its own, costs and expenses of arbitration, including legal and filing fees. 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. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent OlivGlobal from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect OlivGlobals' interest prior to, 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.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

- 9.4. Governing Law, Jurisdiction and Venue. Jurisdiction and venue of any matter not subject to arbitration shall reside in **County of ADA**, Idaho. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Idaho shall govern all other matters relating to or arising from the Agreement.

- 9.4.1. Louisiana Residents. Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

SECTION 10. INACTIVITY AND CANCELLATION

10.1. **Effect of Cancellation.** So long as An Independent Sales Representative remains active and complies with the terms of the Independent Sales Representative Agreement and these Policies and Procedures, OlivGlobal shall pay commissions to such Independent Sales Representative in accordance with the Compensation Plan. An Independent Sales Representative's bonuses and commissions constitute the entire consideration for the Independent Sales Representative's efforts in generating sales and all activities related to generating sales (including building a Downline Organization). Following An Independent Sales Representative's termination for inactivity, or voluntary or involuntary termination of his or her Independent Sales Representative Agreement (all of these methods are collectively referred to as "termination"), the former Independent Sales Representative shall have no right, title, claim or interest to the marketing organization that he or she operated, or any commission or bonus from the sales generated by the organization. An Independent Sales Representative whose business is terminated will lose all rights as An Independent Sales Representative. This includes the right to sell OlivGlobal products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Independent Sales Representative's former Downline sales organization. In the event of termination, Independent Sales Representatives agree to waive all rights they may have, including but not limited to property rights, to their former Downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Downline organization.

Following An Independent Sales Representative's termination of his or her Independent Sales Representative Agreement, the former Independent Sales Representative shall not hold himself or herself out as a OlivGlobal Independent Sales Representative. An Independent Sales Representative whose Independent Sales Representative Agreement is terminated shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary termination).

10.2. **Involuntary Termination.** OlivGlobal reserves the right to terminate An Independent Sales Representative's business for, but not limited to, the following reasons: (a) violation of any terms or conditions of the Independent Sales Representative Agreement; (b) violation of any provision in these Policies; (c) violation of any provision in the Compensation Plan; (d) violation of any applicable law, ordinance, or regulation regarding the OlivGlobal business; or (e) engaging in unethical business practices or violating standards of fair dealing.

10.2.1. OlivGlobal will notify the Independent Sales Representative via email at his or her last known email address of its intent to terminate the Independent Sales Representative's business and the reasons for termination.

10.2.2. After notice of termination, An Independent Sales Representative may appeal the termination, but OlivGlobal can ignore such appeal and proceed with termination in its sole and absolute discretion.

10.2.3. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by OlivGlobal. The former Independent Sales Representative shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any OlivGlobal products or services. OlivGlobal will notify the active Upline Sponsor within ten (10) days after termination. The organization of the terminated Independent Sales Representative will “roll up” to the active Upline Sponsor on record.

10.2.4. The OlivGlobal Independent Sales Representative who is involuntarily terminated by OlivGlobal may not reapply for a business, either under his or her present name or any other name or entity, without the express written consent of an officer of OlivGlobal following a review by OlivGlobal. In any event, such Independent Sales Representative may not re-apply for a business for twelve (12) months from the date of termination.

10.3. Voluntary Termination An Independent Sales Representative may immediately terminate his or her business by submitting a written notice or email to OlivGlobal. The written notice must include the following: (a) the Independent Sales Representative’s intent to resign; (b) date of resignation; (c) OlivGlobal Identification Number; (d) reason for resigning; and (e) Signature.

10.3.1. An Independent Sales Representative may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Independent Sales Representative who has voluntarily resigned is not eligible to reapply for a business or have any financial interest in a or any OlivGlobal business for six (6) months from the receipt of the written notice of resignation.

10.4. Non-Renewal. An Independent Sales Representative may also voluntarily cancel his or her Independent Sales Representative Agreement by failing to maintain the Agreement annually. The Company may also elect not to renew An Independent Sales Representative’s Agreement.

10.5. Complete Agreement. These Policies and Procedures, any and all modifications made by the Company, along with the Terms and Conditions and the Compensation Plan make up the entire agreement between Independent Sales Representative and Company.