

Liv Labs, LLC

Policies & Procedures

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POLICIES & PROCEDURES

1.0 INTRODUCTION

1.1 **Mutual Commitment Statement**

Liv Labs, LLC (hereinafter referred to as "**Liv Labs**") recognizes that to develop a long-term and mutually rewarding relationship with its Compensation Plan participants (hereinafter referred to as "**Brand Partner(s)/Brand Influencer(s)**") must acknowledge and respect the true nature of the relationship and support the "**Customers**".

- (a) In the spirit of mutual respect and understanding, Liv Labs is committed to:
 - (i) Provide prompt, professional, and courteous service and communications to its Brand Partner/Brand Influencers and Customers;
 - (ii) Provide the highest level of quality products, at fair and reasonable prices;
 - (iii) Exchange or refund the purchase price of any product, service, or membership as provided in our return policies contained herein;
 - (iv) Deliver orders promptly and accurately;
 - (v) Pay commissions accurately and on a timely basis;
 - (vi) Maintain a mutually beneficial compensation plan;
 - (vii) Support, protect, and defend the integrity of the Liv Labs Business Opportunity;

- (b) In return, Liv Labs expects that its Brand Partner/Brand Influencers will:
 - (i) Conduct themselves in a professional, honest, and considerate manner;
 - (ii) Present Liv Labs Corporate and product information in an accurate and professional manner;
 - (iii) Present the Compensation Plan and return and exchange policies in a complete and accurate manner;
 - (iv) Not make exaggerated income or product claims;
 - (v) Make reasonable effort(s) to support and train other Brand Partner/Brand Influencers and Customers in their downline;
 - (vi) Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;
 - (vii) Provide positive guidance and training to Liv Labs Brand Partners/Brand Influencers and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Brand Partner/Brand Influencer is discouraged from providing cross-line training to other Brand Partners/Brand

Influencers or Customers in a different organization without first obtaining consent of the Brand Partner's/Brand Influencer's or Customer's upline leader;

- (viii) Support, protect, and defend the integrity of the Liv Labs Business Opportunity;

1.2 Code of Ethics

- (a) Liv Labs desires to provide its Independent Brand Partner/Brand Influencers with the best products and Compensation Plan in the industry. Accordingly, Liv Labs values constructive criticism and encourages the submission of written comments addressed to the Liv Labs Compliance Department.
- (b) Brand Partner/Brand Influencer's negative and disparaging comments about Liv Labs, its products, these Policies, or Compensation Plan, made to Liv Labs, or to the field or at any Liv Labs meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other Brand Partner/Brand Influencers and Customers. Liv Labs Brand Partner/Brand Influencers must not belittle Liv Labs, fellow Liv Labs Brand Partner/Brand Influencers, Liv Labs products or services, the Compensation Plan, or any and all Liv Labs directors, officers, or employees, product suppliers, or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by Liv Labs.
- (c) Liv Labs endorses the following code of ethics:
 - (i) A Liv Labs Brand Partner/Brand Influencer must show fairness, tolerance, and respect to all people associated with Liv Labs, regardless of race, gender, social class, or religion, thereby fostering a "positive atmosphere" of teamwork, good morale, and community spirit.
 - (ii) A Brand Partner/Brand Influencer shall strive to resolve business issues, including situations with upline and downline Brand Partner/Brand Influencers, by emphasizing tact, sensitivity, goodwill taking care not to create additional problems.
- (d) Liv Labs Brand Partner/Brand Influencers must be honest, responsible, professional, and conduct themselves with integrity. Liv Labs may take appropriate action against a Brand Partner/Brand Influencer if it determines, in its sole discretion, that a Brand Partner/Brand Influencer's conduct is detrimental, disruptive, or injurious to Liv Labs or to other Brand Partner/Brand Influencers.

1.3 Liv Labs Policies & Procedures and Compensation Plan Make Up the Brand Partner/Brand Influencer Agreement

- (a) Throughout these Policies & Procedures, when the term "Agreement" is used, it collectively refers to the most current version of the Policies and Procedures in effect and any addendums thereto, the *Compensation Plan*, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto.
- (b) It is the responsibility of the Sponsoring Brand Partner/Brand Influencer to provide the most current version of these Policies and Procedures (available on the Liv Labs website www.livlabsnow.com), the Income Disclosure Statement, the Liv Labs Compensation Plan, and any and all social media guidelines or any other guidelines

which may be implemented from time to time and any amendments thereto to their downline Brand Partners/Brand Influencers.

1.4 Purpose of Policies & Procedures

- (a) Liv Labs is a direct sales-based networking company that markets products and services through a network of independent business owners. To clearly define the relationship that exists between Brand Partners/Brand Influencers and Liv Labs, and to explicitly set a standard for acceptable business conduct, Liv Labs has established these Policies and Procedures.
- (b) Liv Labs Brand Partners/Brand Influencers and Customers are required to comply with; (i) all of the Terms and Conditions set forth in the Agreement which Liv Labs may amend from time to time in its sole discretion; and (ii) all Federal, State, and/or local laws governing his, her and/or its Liv Labs business.
- (c) Liv Labs Brand Partners/Brand Influencers must review the information in these Policies and Procedures carefully. Should a Brand Partner/Brand Influencer have any questions regarding a policy or rule, the Brand Partner/Brand Influencer is encouraged to seek an answer from their Sponsor or any other upline Brand Partner/Brand Influencer. If further clarification is needed, the Brand Partner/Brand Influencer may contact the Liv Labs Customer Service Team by submitting an email to: support@livlabs.com

1.5 Changes, Amendments, and Modifications

- (a) Because federal, state, and local laws, as well as the business environment, periodically change, Liv Labs reserves the right to amend the Liv Labs Agreement and the prices in its Liv Labs Product Price List as set forth on its website in its sole and absolute discretion. Notification of amendments shall appear in official Liv Labs materials, Liv Labs website, social media outlets, or the Brand Partner's/Brand Influencer's back office.
- (b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:
 - i. Posting on the official Liv Labs website;
 - ii. Electronic mail (e-mail); or
 - iii. Any Liv Labs communication channels or social media outlets (i.e., Facebook, Instagram, Twitter, and/or Liv Labs APP).

2.0 BASIC PRINCIPLES

2.1 Independent Contractor Status

- (a) A Liv Labs Brand Partner/Brand Influencer is an independent contractor. A Liv Labs Brand Partner/Brand Influencer is not a franchisee, joint venture Partner, business Partner, employee, or agent of Liv Labs, and a Liv Labs Brand Partner/Brand Influencer is prohibited from stating or implying, whether orally or in writing, otherwise. A Liv Labs Brand Partner/Brand Influencer has no authority to bind Liv Labs to any obligation. Liv Labs is not responsible for payment or co-payment of any employee benefits. A Liv Labs Brand Partner/Brand Influencer is responsible for liability, health, disability, and workmen's compensation insurance. A Liv Labs Brand Partner/Brand Influencer is responsible for their own managerial decisions and expenditures including all estimated

income and self-employment taxes. A Liv Labs Brand Partner/Brand Influencer sets their own hours and determines how to conduct their Brand Partner/Brand Influencer business, subject to the Brand Partner/Brand Influencer Agreement and any other guidelines that may be implemented from time to time.

2.2 Becoming A Liv Labs Brand Partner/Brand Influencer

- (a) To become a Brand Partner/Brand Influencer, an applicant must comply with the following requirements:
 - (i) Be of the age of majority (not a minor) in his or her province or territory of residence;
 - (ii) Reside or have a valid address in the United States or U.S. territory, Canada, Australia, or country wherein Liv Labs is licensed to operate.
 - (iii) Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number (TIN) or federal Business Number;
 - (iv) Enter a verified mobile phone number, which is not in use or associated with any other Liv Labs accounts, which will be verified through a verification code sent to the number.
 - (v) Acknowledge FTC requirements associated with Liv Labs participation as a Brand Partner/Brand Influencer.
 - (vi) Acknowledge and agree to all communications sent by Liv Labs, (including but not limited to emails, texts, broadcasts, letters, etc.) with the choice to “opt-out” of these communications.

2.3 New Brand Partner/Brand Influencer Registration

- (a) A potential new Brand Partner/Brand Influencer may self-enroll on any Brand Partner/Brand Influencer/Sponsor's website. In such an event, Liv Labs will accept the web enrollment and Liv Labs Application by accepting the “electronic signature” stating the new Brand Partner/Brand Influencer has accepted all terms and conditions of such the Liv Labs Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Brand Partner/Brand Influencer and Liv Labs.
- (b) Signed documents, including, but not limited to, Brand Partner/Brand Influencer personal agreements, are legally binding contracts which must not be altered, tampered with, or changed in any manner after they have been signed. 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 Brand Partner's/Brand Influencer's position.
- (c) If one applicant enrolls creating an Account listing a certain sponsor and enrolls a second time listing multiple sponsors, only the first completed form to be received by Liv Labs will be accepted. Liv Labs reserves the right, at its sole discretion, to make the final decision with respect to all such disputes.

3.0 LIV LABS'S BRAND PARTNER/BRAND INFLUENCER RESPONSIBILITIES

3.1 Correct Address

- (a) It is the responsibility of the Brand Partner/Brand Influencer or Customer to make sure Liv Labs has the correct shipping address before any orders are shipped.
- (b) A Brand Partner/Brand Influencer and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by Liv Labs Support Team.

3.2 Training and Leadership

- (a) Any Liv Labs Brand Partner/Brand Influencer who Sponsors another Brand Partner/Brand Influencer into Liv Labs must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her Liv Labs business. Sponsoring Brand Partners/Brand Influencers should have ongoing contact and communication with the Brand Partner/Brand Influencers in their downline organizations. (Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, direct contact, team conference calls, voicemail, e-mail, personal meetings, accompaniment of downline Brand Partner/Brand Influencers to Liv Labs meetings, training sessions, events, workshops, and any other related functions.)
 - (i) A Brand Partner/Brand Influencer is prohibited from directly or indirectly introducing a training or support program to a Liv Labs Brand Partner, whether paid or unpaid, without first obtaining written approval from Liv Labs.
- (b) A Sponsoring Liv Labs Brand Partner/Brand Influencer should monitor the Brand Partners/Brand Influencers in his or her downline organizations to ensure that downline Brand Partners/Brand Influencers do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Brand Partners/Brand Influencers should be able to provide documented evidence to Liv Labs of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- (c) Up line Brand Partners/Brand Influencers are encouraged to educate and train new Brand Partners/Brand Influencers about Liv Labs' products and services, effective sales techniques, the Liv Labs Compensation Plan, along with compliance with Liv Labs Policies and Procedures and any and all social media guidelines or any other guidelines and amendments thereto implemented at that time. Marketing product is a required activity in Liv Labs and must be emphasized in all recruiting presentations.
- (d) We emphasize and encourage all Brand Partners/Brand Influencers to sell Liv Labs' products and services to Customers.
- (e) Use of Sales Aids. To promote both the products and the opportunity Liv Labs offers, Brand Partners/Brand Influencers must use the sales aids and support materials produced by Liv Labs. If Liv Labs Brand Partners/Brand Influencers develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Brand Partners'/Brand Influencers' good intentions, along with the intentional violation of any number of statutes or regulatory laws affecting the Liv Labs business. These violations could jeopardize the Liv Labs opportunity for all Brand Partners/Brand Influencers. Accordingly, Brand Partners/Brand Influencers must submit via email all written sales aids, promotional materials, advertisements, websites, training material, and flyers, along with any other literature to the Compliance Department for approval prior to use. COMPLIANCE EMAIL: compliance@livlabs.com. **Unless the Brand**

Partner/Brand Influencer receives specific written approval to use the material, the request shall be deemed denied. All Brand Partners/Brand Influencers shall safeguard and promote the good reputation of Liv Labs and its products. The marketing and promotion of Liv Labs, the Liv Labs opportunity, the Compensation Plan, and Liv Labs products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

3.3 Sponsorship

- (a) The Sponsor is the person who introduces a Brand Partner/Brand Influencer or Customer to Liv Labs, helps them complete their enrollment, and supports and trains those in their downline.
- (b) Liv Labs recognizes the Sponsor as the name(s) shown on the first:
 - (i) Electronically signed Brand Partner/Brand Influencer Agreement from a website or a Liv Labs Brand Partner/Brand Influencer website.
- (c) Liv Labs recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Liv Labs will not allow Brand Partners/Brand Influencers to engage in unethical sponsoring activities.
- (d) All active Brand Partners/Brand Influencers in good standing have the right to sponsor and enroll others into Liv Labs. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Brand Partner/Brand Influencer will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Brand Partner/Brand Influencer who presented a comprehensive introduction to Liv Labs products or business opportunity.

3.4 Unethical Sponsoring

- (a) Unethical sponsoring activities include but are not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect or new Brand Partner/Brand Influencer away from a fellow Brand Partner/Brand Influencer or influencing another Brand Partner/Brand Influencer to transfer to a different sponsor. Allegations of unethical sponsoring must be reported in writing to the Liv Labs Compliance Department within the first 30 days of the new Brand Partner/Brand Influencer enrollment in question. If the reports are substantiated, Liv Labs may transfer the Brand Partner/Brand Influencer or the Brand Partner's/Brand Influencer's downline to another sponsor or organization without approval from the current up-line Sponsor or Placement Brand Partners/Brand Influencers. Liv Labs remains the final authority in such cases.
- (b) Liv Labs prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the Liv Labs compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Brand Partner/Brand Influencer in an unearned manner. One example of stacking occurs when a Sponsor places Brand Partner(s)/Brand Influencer(s) under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent Brand Partner/Brand Influencer positions of all individuals and/or entities found to be directly involved.
- (c) Should Brand Partner(s)/Brand Influencer(s) engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Liv Labs products and

services to, 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/Brand Influencer alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, Liv Labs will not pay any of the Brand Partner's/Brand Influencer's defense costs or legal fees, nor will Liv Labs indemnify the Brand Partner/Brand Influencer for any judgment, award, or settlement.

3.5 Cross Sponsoring Prohibited

- (a) "Cross sponsoring" is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Brand Partner/Brand Influencer Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Liv Labs, sanctions up to and including termination of a Brand Partner's/Brand Influencer's position may be imposed.
- (b) The use of a Spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal Business Numbers, or fictitious ID numbers to evade or circumvent this Policy is not permitted.
- (c) This Policy does not prohibit the transfer of a Liv Labs business in accordance with the Liv Labs Transfer of Sale or Transfer Policy set forth in these Policies.

3.6 Solicitation for Other Companies or Products

- (a) A Liv Labs Brand Partner/Brand Influencer and/or Customer may participate in other direct sales, multilevel, network marketing, or relationship marketing businesses or marketing opportunities. However, during the Term of this Agreement and for six (6) months thereafter, a Liv Labs Brand Partner/Brand Influencer may not recruit any fellow Liv Labs Brand Partner/Brand Influencer or Customer for any other direct sales or network marketing business, unless that fellow Brand Partner/Brand Influencer or Customer was personally sponsored by such Brand Partner/Brand Influencer. 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 Brand Partner/Brand Influencer or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Brand Partner/Brand Influencer's actions are in response to an inquiry made by another Brand Partner/Brand Influencer or Customer.
- (b) During the term of this Agreement, any Liv Labs Brand Partner/Brand Influencer must not sell or entice others to sell, any competing products or services, including training materials, to Liv Labs Customers or Brand Partner/Brand Influencers. Any product or service in the same category as a Liv Labs product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality.)
- (c) However, a Brand Partner/Brand Influencer may sell non-competing products or services to the Liv Labs Customers and Brand Partners/Brand Influencers that they personally sponsored.
- (d) A Brand Partner/Brand Influencer may not display or bundle Liv Labs products or services, in sales literature, on a website, or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Brand Partner/Brand Influencer into believing there is a relationship between the Liv Labs and non-Liv Labs products and services.

- (e) A Liv Labs Brand Partner/Brand Influencer may not offer any non-Liv Labs opportunity, products, or services at any Liv Labs-related meeting, event, seminar, or convention, or immediately following a Liv Labs event.
- (f) A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Liv Labs and its Brand Partners/Brand Influencers and would inflict irreparable harm on Liv Labs. In such event, Liv Labs may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Brand Partner/Brand Influencer or such Brand Partner/Brand Influencer's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

4.0 AGREEMENTS & GENERAL UNDERSTANDINGS

4.1 Rights Granted

- (a) Liv Labs hereby grants to the Brand Partner/Brand Influencer a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
 - (i) Purchase Liv Labs products and services;
 - (ii) Promote and sell Liv Labs products and services; and
 - (iii) Sponsor new Brand Partners/Brand Influencers and Customers in countries where Liv Labs is currently authorized to do business or becomes authorized to do business in the future.
 - (iv) No feature of the Compensation Plan constitutes a personal purchase requirement to become a Brand Partner/Brand Influencer, move up in rank, or otherwise fully participate in the Compensation Plan. No product purchase is required of anyone at any time to fully participate as a Brand Partner/Brand Influencer.

4.2 Renewals and Expiration of the Brand Partner/Brand Influencer Agreement

- (a) If the Brand Partner/Brand Influencer allows his or her Brand Partner/Brand Influencer Agreement to expire due to nonpayment, the Brand Partner/Brand Influencer will lose any and all rights to his, her, or its downline organization unless the Brand Partner/Brand Influencer re-activates within sixty (60) days following the expiration of the Application.
 - (i) If the former Brand Partner/Brand Influencer re-activates within the sixty (60) day time limit, the Brand Partner/Brand Influencer will resume the rank and position held immediately prior to the expiration of the Brand Partner/Brand Influencer Agreement. However, such Brand Partner's/Brand Influencer's paid as level will not be restored unless he, she, and/or an entity qualifies at that payout level in the new month. The Brand Partner/Brand Influencer is not eligible to receive commissions for the time period that the Brand Partner's/Brand Influencer's position was expired.
 - (ii) Any Brand Partner/Brand Influencer who was terminated or whose Agreement has expired and lapsed the sixty (60) day grace period is not eligible to re-apply for a Liv Labs business for six (6) months following the expiration of the Brand Partner/Brand Influencer Agreement.
 - (iii) The downline of the expired Brand Partner/Brand Influencer will roll up to the

immediate, active upline Sponsor.

4.3 Effect of Cancellation

- (a) Following a Brand Partner's/Brand Influencer's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such Brand Partner/Brand Influencer:
 - (i) Shall have no right, title, claim, or interest to any commission or bonus from the sales generated by the Brand Partner's/Brand Influencer's former organization or any other payments in association with the Brand Partner/Brand Influencer's former independent position;
 - (ii) Effectively waives any and all claims to property rights or any interest in or to the Brand Partner's/Brand Influencer's former Downline organization;
 - (iii) Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Liv Labs.

4.4 Modification of the Brand Partner/Brand Influencer Agreement

- (a) A Liv Labs Brand Partner/Brand Influencer may modify his or her existing Brand Partner/Brand Influencer Agreement (i.e., add a Spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Brand Partner/Brand Influencer) by submitting a written request, accompanied by a new Brand Partner/Brand Influencer Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a "crossed out" or "white-out" version of the first Agreement), and any appropriate supporting documentation.

4.5 Unauthorized Transfer & Re-Enrollment

- (a) In the event a Brand Partner/Brand Influencer discovers that a Brand Partner/Brand Influencer in their downline has re-enrolled under a different Brand Partner/Brand Influencer, the Brand Partner/Brand Influencer has thirty (30) days from the date the downline Brand Partner/Brand Influencer enrolled under a new Brand Partner/Brand Influencer to notify the Liv Labs Compliance department and request the downline Brand Partner/Brand Influencer be transferred back to his/her downline. Upon the expiration of the thirty (30) day notice period, the right to re-claim a new Brand Partner/Brand Influencer to his or her downline will be waived.

4.6 Change of Sponsors or Placement of Brand Partners/Brand Influencers

- (a) Placement changes/corrections may be requested within a period of 72 hours from the time of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the sponsor as well as the Brand Partner/Brand Influencer to be moved and in some cases the upline distributor.
- (b) Sponsor changes are generally not permitted. However, sponsor corrections can be made if they are reported to the Support Department within 72 hours from the time of enrollment. Sponsor corrections must be requested from the distributor back office of the current (original) sponsor, stating the reason that the correction needs to be made.
- (c) At the discretion of Liv Labs, Brand Partners/Brand Influencers who have not ordered

products or services for at least 12 months, and who have not tendered a letter of termination resignation, are eligible to re-enroll in Liv Labs under the Sponsor/Placement of their choice.

- (d) Upon written notice to Liv Labs that a former Brand Partner/Brand Influencer wishes to re-enroll, Liv Labs will "compress" (close) the original account. A new Liv Labs ID number will then be issued to the former Brand Partner/Brand Influencer.
- (e) Such Brand Partner/Brand Influencer does not retain former rank, downline, or rights to commission from his or her former organizations.
- (f) Liv Labs reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

4.7 Change of Organizations

- (a) If a Liv Labs Brand Partner/Brand Influencer wishes to transfer organizations, he or she must submit a letter of termination resignation to the Liv Labs Customer Service Department and remain inactive (place no orders or be on an auto-ship) with or in Liv Labs for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.
- (b) Liv Labs retains the right to approve or deny any request to re-enroll after a Brand Partner's/Brand Influencer's termination.
- (c) If re-enrollment is approved, the former Brand Partner/Brand Influencer will be issued a new Liv Labs ID number and will be required to submit a new Brand Partner/Brand Influencer Agreement. The Brand Partner/Brand Influencer will not be entitled to keep any former rank, downline, or rights to commission from any prior organization.

4.8 Placement Lounge

- (a) When you personally enroll Brand Partners/Brand Influencers or Customers, they are automatically placed in your Placement Lounge for up to sixty (60) days.
- (b) Brand Partner/Brand Influencer has up to sixty (60) days to place the new Brand Partner/Brand Influencer or customer into an open position in their placement tree. Upon the expiration of sixty (60) days, this option expires indefinitely. Once the Brand Partner/Brand Influencer or Customer in your Placement Lounge has been placed, they cannot be moved again.

4.9 Voluntary Termination

- (a) A Brand Partner/Brand Influencer may immediately terminate his or her position by submitting a written notice or email to the Liv Labs Compliance Department at compliance@livlabs.com. The written notice must include the following:
 - (i) The Brand Partner's/Brand Influencer's intent to terminate the Agreement; Date of termination;
 - (ii) Liv Labs Identification Number;
 - (iii) Reason for terminating; and
 - (iv) A Liv Labs Brand Partner/Brand Influencer may not use termination as a way to

immediately change Sponsor and Placement. Instead, the Brand Partner/Brand Influencer who has voluntarily terminated is not eligible to reapply for a position or have any financial interest in a or any Liv Labs business for 6 months from the receipt of the written notice of termination.

- (v) Signature.

4.10 Involuntary Termination

- (a) Liv Labs reserves the right to terminate a Brand Partner's/Brand Influencer's position for, but not limited to, the following reasons:
 - (i) Violation of any Terms or Conditions of the Brand Partner/Brand Influencer Agreement;
 - (ii) Violation of any provision of these Policies and Procedures in effect at the time the violation occurred or was discovered;
 - (iii) Violation of any provision in the Compensation Plan;
 - (iv) Violation of any applicable law, ordinance, or regulation regarding the Liv Labs business;
 - (v) Engaging in unethical business practices or violating standards of fair dealing; or Returning over \$500 worth of products, services, and/or sales tools for a refund within a 12-month period.
 - (vi) Brand Partner/Brand Influencer initiates, joins, or otherwise voluntarily participates in a lawsuit against Liv Labs, its directors, officers, employees, and/or agents.
- (b) Liv Labs will notify the Brand Partner/Brand Influencer in writing by certified mail, return receipt requested, or overnight documented mail, at his or her last known address of its intent to terminate the Brand Partner/Brand Influencer's position and the reasons for termination. The Brand Partner/Brand Influencer will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Liv Labs will then have 30 calendar days from the date of receipt of the Brand Partner/Brand Influencer's response to render a final decision as to termination.
- (c) If a decision is made by Liv Labs to terminate the Brand Partner/Brand Influencer's position, Liv Labs will inform the Brand Partner/Brand Influencer in writing that the position is terminated effective as of the date of the written notification.
- (d) If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Liv Labs. The former Brand Partner/Brand Influencer shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Liv Labs products or services. Liv Labs will notify the active Upline Sponsor within 10 days after termination. The organization of the terminated Brand Partner/Brand Influencer will "roll-up" to the active Upline Sponsor on record.
- (e) The Liv Labs Brand Partner/Brand Influencer who is involuntarily terminated by Liv Labs may not reapply for a position, either under his or her present name or any other name or entity, without the express written consent of an officer of Liv Labs, following a review by the Liv Labs Compliance Committee. In any event, such Brand Partner/Brand

Influencer may not re-apply for a position for 12 months from the date of termination.

5.0 BUSINESS ENTITIES

5.1 Definition

- (a) A corporation, partnership, or trust (collectively referred to as a ("Business Entity")) may apply to be a Liv Labs Brand Partner/Brand Influencer.
- (b) A Liv Labs Brand Partner/Brand Influencer may change their status under the same Sponsor from an individual to a partnership, corporation, trust, or from one type of business entity to another.

5.2 Independent Business Relationship; Indemnification for Actions

- (a) Brand Partners/Brand Influencers are independent contractors acting in the capacity of a wholly independent marketing representative who establish and services retail customers for Company products. Brand Partner/Brand Influencer status, as such does not constitute either a sale of a security, franchise, or distributorship (exclusive or otherwise) and absolutely no fees have been or will be required from Brand Partner/Brand Influencer for the right to distribute Company products pursuant to the Brand Partner/Brand Influencer Agreement. The Brand Partner/Brand Influencer Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between the Brand Partner/Brand Influencer and any other participant in the Company marketing plan and/or Company. As an independent contractor, Brand Partner/Brand Influencer will:
 - (i) comply with all applicable federal, provincial, and local laws, rules, and regulations pertaining to the Brand Partner/Brand Influencer Agreement, including the sale, distribution, and advertising of Company products, and (ii) at Brand Partner's/Brand Influencer's own expense, complete all filings and obtain such licenses as are required by applicable federal, provincial and local laws, rules and regulations, with respect to the Brand Partner/Brand Influencer Agreement and Brand Partner's/Brand Influencer's activities as a Brand Partner/Brand Influencer.
- (b) Brand Partners/Brand Influencers have no authority to bind Company to any obligation. It is each Brand Partner's/Brand Influencer's responsibility to pay all income, local or applicable taxes as an independent contractor, and Brand Partners/Brand Influencers are not eligible for employee benefits, such as unemployment compensation, worker's compensation, or minimum wages. Liv Labs encourages its Brand Partners/Brand Influencers to set their own hours and to supply all of their own equipment and tools for operating their Company business, such as telephones, transportation, professional services, office equipment, and supplies. Further, Brand Partners/Brand Influencers should determine their own methods of sale, so long as they comply with the policies of Liv Labs. Without limiting the generality of the foregoing, Brand Partner/Brand Influencers shall be fully responsible for:
 - (i) all applicable federal, state, and local withholding taxes, worker's compensation contributions license requirements, and fees related to the Brand Partner's/Brand Influencer's earnings and activities as a Brand Partner/Brand Influencer, and
 - (ii) all expenses incurred in connection with the operation of the Brand Partner's/Brand Influencer's Company-related business, including but not limited to travel, meals, accommodation, secretarial, office, telephone, and other

business expenses.

- (c) The Liv Labs Brand Partner/Brand Influencer is fully responsible for all of his or her verbal and written communications made regarding Liv Labs products, services, and the Compensation Plan that are not expressly contained within official Liv Labs materials. Brand Partners/Brand Influencers shall indemnify and hold harmless Liv Labs, its directors, officers, employees, product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by Liv Labs as a result of the Brand Partner's/Brand Influencer's unauthorized representations or actions. This provision shall survive the termination of the Liv Labs Brand Partner/Brand Influencer Agreement.

5.3 Insurance

- (c) Business Pursuits Coverage. Liv Labs encourages Brand Partners/Brand Influencers to arrange insurance coverage for their business. A homeowner's insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. Liv Labs Brand Partners/Brand Influencers need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.
- (d) If a Brand Partner/Brand Influencer has questions about or believes any errors have been made regarding commissions, bonuses, business reports, genealogy, orders, or charges, the Brand Partner/Brand Influencer must notify Liv Labs in writing within thirty (30) days of the date the error or incident in question occurred. Any such errors, omissions, or problems not reported within thirty (30) days shall be deemed waived by the Brand Partner/Brand Influencer.

6.0 POLICY VIOLATIONS

6.1 Reporting Policy Violation

- (a) A Brand Partner/Brand Influencer who observes a policy violation by another Brand Partner/Brand Influencer, Brand Partner/Brand Influencer, or Customer associated with Liv Labs should submit an e-mail to compliance@livlabs.com any and all violations directly to the Liv Labs Corporate office. The message shall set forth the details of the incident as follows: The nature of the violation:
 - (i) Specific facts to support the allegations;
 - (ii) Dates;
 - (iii) Number of occurrences;
 - (iv) Persons involved; and
 - (v) Supporting documentation.
- (b) Once the matter has been presented to Liv Labs; it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.
- (c) This section refers to the general reporting of Policy violations as observed by other Brand Partners/Brand Influencers for the mutual effort to support, protect, and defend the integrity of the Liv Labs business and opportunity. If a Brand Partner/Brand

Influencer has a grievance or complaint against another Brand Partner/Brand Influencer which directly relates to his or her Liv Labs business, the Procedures set forth in these Policies must be followed.

6.2 Adherence to the Liv Labs Compensation Plan

- (a) A Brand Partner/Brand Influencer must adhere to the terms of the Liv Labs Compensation Plan as set forth in these Policies and Procedures as well as in official Liv Labs literature. Deviation from the Compensation Plan is prohibited.
- (b) A Brand Partner/Brand Influencer shall not offer the Liv Labs opportunity through or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Liv Labs literature.
- (c) A Brand Partner/Brand Influencer shall not require or encourage a current or prospective Brand Partner/Brand Influencer to participate in Liv Labs in any manner that varies from the Compensation Plan as set forth in official Liv Labs literature.
- (d) A Brand Partner/Brand Influencer shall not require or encourage a current or prospective Brand Partner/Brand Influencer to make a purchase from or payment to any individual or other entity as a condition to participating in the Liv Labs Compensation Plan

6.3 Adherence to Laws and Ordinances

- (a) Many cities, counties, and townships have laws regulating certain home-based businesses. Brand Partners/Brand Influencers must check their local laws and obey the laws that do apply to them.
- (b) A Liv Labs Brand Partner/Brand Influencer / or Customer shall comply with all Federal and local laws and regulations in their conduct of his or her Liv Labs business.
- (c) A Brand Partner/Brand Influencer accepts sole responsibility for and agrees to pay all fines and incur all liabilities for his or her actions that violate any laws or ordinances.

6.4 Compliance with Applicable Income Tax Laws

- (a) A Brand Partner/Brand Influencer accepts sole responsibility for and agrees to pay all Federal, Provincial, and local taxes on any income generated as an Independent Brand Partner/Brand Influencer, and further agrees to indemnify Liv Labs from any failure to pay such tax amounts when due. Liv Labs encourages Brand Partner/Brand Influencers to consult with his/her/its tax advisor(s) to ensure they are compliant with all applicable laws and understand your tax consequences as an independent contractor. At the end of each calendar year, Liv Labs will issue to each Liv Labs Brand Partner/Brand Influencer IRS Form 1099, or other applicable documentation required by law, for non-employee compensation of a Liv Labs Brand Partner/Brand Influencer.
- (b) If a Brand Partner's/Brand Influencer's business is tax-exempt, the Federal Business Number must be provided to Liv Labs in writing.
- (c) Liv Labs is required to charge and remit sales tax to the various states or provinces based on the retail price. (Receipt of trips, prizes, or awards in the amount of \$600.00 or more.)

6.5 One Liv Labs Business Per Brand Partner/Brand Influencer

- (a) A Brand Partner/Brand Influencer may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Liv Labs business. No individual (together with their spouse) may have, operate, or receive compensation from more than one Liv Labs business. Individuals of the same family unit, excluding spouses, may each enter into or have an interest in their own separate Liv Labs businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as parents or dependent children living at or doing business at the same address. Each position must build their position separate and independent of the other or the position will be deemed to be stacking.

6.6 Actions of Household Members or Affiliated Parties

- (a) If any member of a Brand Partner's/Brand Influencer's immediate household engages in any activity which, if performed by the Brand Partner/Brand Influencer, would violate any provision of the Agreement, such activity will be deemed a violation by the Brand Partner/Brand Influencer and Liv Labs may take disciplinary action pursuant to these Policies and Procedures against the Brand Partner/Brand Influencer. Similarly, if any individual associated in any way with a corporation, partnership, trust, or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Liv Labs may take disciplinary action against the Business Entity. Likewise, if a Brand Partner/Brand Influencer enrolls in Liv Labs as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to and must comply with, the Terms and Conditions of the Agreement.

6.7 Identification Numbers and Pay-Out

- (a) Each Brand Partner/Brand Influencer is required to provide his or her federal Social Security Number or Federal Tax Identification Number if located in the United States or any of its territories to Liv Labs at the time Brand Partner/Brand Influencer initiates a transfer of monies or earnings accumulated in the Brand Partner's/Brand Influencer's Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a Pay- Out and Liv Labs reserves the right to withhold Pay-Out from any Brand Partner/Brand Influencer who fails to provide such information or who provides false information.
- (b) Upon enrollment, Liv Labs will provide a Liv Labs Identification Number to the Brand Partner/Brand Influencer. This number will be used to place orders, structure organizations, and track commissions and bonuses.

6.8 Sell, Assign, or Delegate Ownership

- (a) In order to preserve the integrity of the hierarchical structure, it is necessary for Liv Labs to place restrictions on the transfer, assignment, or sale of apposition.
- (b) A Liv Labs Brand Partner/Brand Influencer may not sell or assign his or her rights or delegate his or her position as a Brand Partner/Brand Influencer without prior written approval by Liv Labs, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Liv Labs.
- (c) Should the sale be approved by Liv Labs, the Buyer assumes the position of the Seller at the current qualified title, but at the current "paid as" rank, at the time of the sale

and acquires the Seller's Downline.

- (d) To request corporate authorization for a sale or transfer of a Liv Labs position, the following items must be submitted to the Liv Labs Compliance Department:
 - (i) A Sale/Transfer of Position Form properly completed, with the requisite signatures.
 - (ii) A copy of the Sales Agreement signed, dated, and notarized by both Buyer and Seller.
 - (iii) A Liv Labs Brand Partner/Brand Influencer Agreement completed and signed by the Buyer and proof of good standing;
 - (iv) Payment of the \$100 administration fee paid by Seller;
 - (v) Any additional supporting documentation requested by Liv Labs.
- (e) Any debt obligations that either Seller or Buyer may have with Liv Labs must be satisfied prior to the approval of the sale or transfer by Liv Labs.
- (f) A Liv Labs Brand Partner/Brand Influencer who sells his or her position is not eligible to re-enroll as a Liv Labs Brand Partner/Brand Influencer in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

6.9 Separating a Liv Labs Business

- (a) Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:
 - (i) One of the parties may, with the written consent of the other(s), operate the Liv Labs business whereby the relinquishing Spouse (which term herein means either an individual that is legally married or an individual that is party to a legally recognized common-law relationship), shareholders, partners, members or trustees authorize Liv Labs to deal directly and solely with the other Spouse, non- relinquishing shareholder, partner, member or trustee;
 - (ii) The parties may continue to operate the Liv Labs business jointly on a "business as usual" basis, whereupon all compensation paid by Liv Labs will be paid in the name designated as the Brand Partners/Brand Influencers or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Liv Labs will pay compensation to the name on record, and in such event, the Brand Partner/Brand Influencer named on the account shall indemnify Liv Labs from any claims from the other business owner(s) or the other Spouse with respect to such payment.
- (b) Liv Labs recognizes only one Downline Organization and will issue only one commission payment transfer per Liv Labs business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Liv Labs split commission and/or bonuses.
- (c) If a relinquishing Spouse, partner, or owner of the business has completely relinquished

("Relinquishing Party"), in writing, all rights to the original Liv Labs 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 Brand Partner/Brand Influencer or active Customer in the former organization, and must develop a new business in the same manner as any other new Liv Labs Brand Partner/Brand Influencer. A Brand Partner/Brand Influencer in the Relinquishing Party's former Downline who wishes to transfer to the Relinquishing Party's new organization or to any other organization must comply with the requirements in Section 4.0.

6.10 Succession

- (a) The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- (b) Upon the death or incapacity of a Brand Partner/Brand Influencer, the Brand Partner's/Brand Influencer's business may be passed on to his or her legal successors in interest (successor). Whenever a Liv Labs business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Brand Partner's/Brand Influencer's sales organization. The successor must:
 - (i) Complete and sign a new Liv Labs Brand Partner/Brand Influencer Agreement;
 - (ii) Comply with the Terms and provisions of the Brand Partner/Brand Influencer Agreement; and
 - (iii) Meet all of the qualifications for the last rank achieved by the former Brand Partner/Brand Influencer.
- (c) Bonus and commission of a Liv Labs business transferred based on this section will be paid in a single transfer to the successor. The successor must provide Liv Labs with an "address of record" to which all bonus and commission payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- (d) If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a federal Business Number. Liv Labs will issue all bonus and commission payments to the managing business entity only.
- (e) Appropriate legal documentation must be submitted to Liv Labs Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Liv Labs business, the successor must provide the following to Liv Labs Compliance Department:
 - (i) A certified copy of the death certificate; and
 - (ii) A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the Liv Labs business.
- (f) To complete a transfer of the Liv Labs business because of incapacity, the successor must provide the following to the Liv Labs Compliance Department:
 - (i) A notarized copy of an appointment as trustee;
 - (ii) A notarized copy of the trust document or other appropriate legal

documentation establishing the trustee's right to administer the Liv Labs business; and

- (iii) A completed Brand Partner/Brand Influencer Agreement executed by the trustee.
- (g) If the successor is already an existing Brand Partner/Brand Influencer, Liv Labs will allow such Brand Partner/Brand Influencer to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Brand Partner/Brand Influencer must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.
- (h) If the successor wishes to terminate the Liv Labs position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
 - (i) Upon written request, Liv Labs may grant a 1-month bereavement waiver and payout at the last "paid as" rank.

7.0 DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action - Purpose

- (a) It is the spirit of Liv Labs that integrity and fairness should pervade among its Brand Partners/Brand Influencers, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Liv Labs reserves the right to impose disciplinary sanctions at any time, when it has determined that a Brand Partner/Brand Influencer has violated the Agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by Liv Labs in accordance herewith.

7.2 Consequences and Remedies of Breach

- (a) Disciplinary actions may include one or more of the following:
 - (i) Monitoring a Brand Partner's/Brand Influencer's conduct over a specified period of time to ensure compliance;
 - (ii) Issuance of a written warning or requiring the Brand Partner/Brand Influencer to take immediate corrective action;
 - (iii) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Liv Labs receives adequate additional assurances from the Brand Partner/Brand Influencer to ensure future compliance;
 - (iv) Suspension from participation in Company or Brand Partner/Brand Influencer events, rewards, or recognition;
 - (v) Suspension of the Liv Labs Brand Partner/Brand Influencer Agreement and position for one or more pay periods;
 - (vi) Involuntary termination of the Brand Partner's/Brand Influencer's Agreement and

position;

- (vii) Any other measure which Liv Labs deems feasible and appropriate to justly resolve injuries caused by the Brand Partner's/Brand Influencer's policy violation or contractual breach; OR
- (viii) Legal proceedings for monetary or equitable relief.

7.3 Suspension Procedures

- (a) First Violation: Counseling and initial warning letter.
 - (i) A first violation usually occurs because the Brand Partner/Brand Influencer is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of Liv Labs the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance will also describe expectations and steps the Brand Partner/Brand Influencer must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to 2nd Violation notice.
- (b) Second Violation: Second warning letter and temporary suspension
 - (i) Although it is hoped that the Brand Partner/Brand Influencer will promptly correct the violation(s), Liv Labs recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a temporary suspension of the Brand Partner's/Brand Influencer's account. During the suspension period, the Brand Partner/Brand Influencer waives any and all rights to Pay-Out and must submit a signed reinstatement letter wherein the Brand Partner/Brand Influencer acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by Liv Labs, the suspension will be lifted and the Brand Partner/Brand Influencer will be able to request a Pay-Out. The Brand Partner/Brand Influencer may be subject to additional discipline up to and including termination if the violation is not remedied or further violations occur.
- (c) Third Violation: Suspension and final written warning
 - (i) Repeated violations of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Brand Partner/Brand Influencer and forfeiture of commissions for at least a month. The final written warning letter will include notification of such suspension, the extent of the commission forfeiture, and an indication that if the Brand Partner/Brand Influencer violates the Policies and Procedures again, the Brand Partner/Brand Influencer will be terminated immediately.
- (d) Fourth Violation: Termination
 - (i) As described above, Liv Labs will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning, and suspension and commissions forfeiture before proceeding to termination; however, Liv Labs reserves the right to combine and omit steps depending on

the circumstances of each situation and the nature of the violation. Furthermore, the Brand Partner/Brand Influencer may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

8.0 DISPUTE RESOLUTION

8.1 Grievances

- (a) If a Liv Labs Brand Partner/Brand Influencer has a grievance or complaint against another Brand Partner/Brand Influencer regarding any practice or conduct relating to their respective Liv Labs businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Liv Labs Compliance Department as outlined below in this Section. The Liv Labs Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Brand Partners/Brand Influencers involved.
- (b) Liv Labs will confine its involvement to disputes regarding Liv Labs' business matters only. Liv Labs will not decide issues that involve personality conflicts or unprofessional conduct by or between Brand Partners/Brand Influencers outside the context of a Liv Labs business. These issues go beyond the scope of Liv Labs and may not be used to justify a Sponsor or Placement change or a transfer to another Liv Labs organization.
- (c) Liv Labs does not consider, enforce, or mediate third-party agreements between Brand Partners/Brand Influencers, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- (d) Process for Grievances:
 - (i) The Liv Labs Brand Partner/Brand Influencer should submit a letter of complaint (e-mail will be accepted) directly to the Liv Labs Compliance Department. The letter shall set forth the details of the incident as follows:
 - (A) The nature of the violation;
 - (B) Specific facts to support the allegations;
 - (C) Dates;
 - (D) Number of occurrences;
 - (E) Persons involved; and
 - (F) Supporting documentation.
 - (ii) Upon receipt of the written complaint, Liv Labs will conduct an investigation according to the following procedures:
 - (A) The Compliance Department will send an acknowledgment of receipt to the complaining Brand Partner/Brand Influencer;
 - (B) The Compliance Department will provide a verbal or written notice of the allegation to the Brand Partner/Brand Influencer under investigation. If a written notice is sent to the Brand Partner/Brand Influencer, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for

review by Liv Labs.

- (C) The Compliance Department will thoroughly investigate the complaint, and consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
 - (D) During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Brand Partner/Brand Influencer calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- (e) Liv Labs will make a final decision and timely notify the Liv Labs Brand Partners/Brand Influencers involved.

8.2 Mediation

- (a) Brand Partner/Brand Influencer and Liv Labs (collectively “the Parties”) recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Additionally, the Parties recognize that litigation in court can be time consuming and expensive, hence THE PARTIES AGREE TO THE FOLLOWING:
- (b) The Parties hereto agree to refer the following matters and responsibilities to the Mediator:
 - (i) The Mediator shall conduct the mediation based on the principle of party self-determination, in which the Parties come to a voluntary, uncoerced decision where each party makes free and informed choices.
 - (ii) The Mediator shall conduct any necessary separate or ex parte meetings and other communications with parties or representatives, before, during, and after any scheduled mediation conference.
 - (iii) The Parties should exchange all documents pertinent to the relief requested. The Mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the Mediator in a separate communication.
 - (iv) The Mediator does not have the authority to issue a settlement but will help facilitate a satisfactory resolution of the dispute.
 - (v) The Mediator will not make decisions for a Party or act as an arbitrator. Should a complete settlement of some or all issues not be achieved, the Mediator may continue to communicate with the Parties following the mediation conference.
 - (vi) The Mediator is not a legal representative of any party.
 - (vii) The Mediator shall set the date, time, and place for each session of the mediation conference and the Parties shall respond in a timely manner.
- (c) The Mediator shall direct the Parties to file statements of their respective claims, legal submissions, and reliefs claimed. Each party will file statements of defense in reply to the

statements of claims of others. The Mediator shall allow the Parties to produce documents in support of their claims.

- (d) The Mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (*pro se*).
- (e) Mediation sessions and related mediation communications are private proceedings. The Parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the Mediator.

8.3 Termination of Mediation

- (a) The mediation shall be terminated:
 - (i) By the execution of a settlement agreement by the Parties; or
 - (ii) By a written or verbal declaration of the Mediator to the effect that further efforts at mediation would not contribute to a resolution of the Parties' dispute; or
 - (iii) By a written or verbal declaration of all Parties to the effect that the mediation proceedings are terminated; or
 - (iv) When there has been no communication between the Mediator and any party or party's representative for twenty (21) days following the conclusion of the mediation conference.
- (b) Each Party will pay its own costs and expenses of the mediation unless the Parties agree otherwise. The expenses of participants for either side shall be paid by the party requesting the attendance of such participants.
- (c) The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.
- (d) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be submitted to a Mediator with a principal office in Collin County, Texas. The mediation shall occur at the office of the Mediator or at any neutral location located in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims, or controversy submitted to mediation pursuant to the Agreement.

8.4 Severability

- (a) If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

8.5 Waiver

- (a) Only an officer of Liv Labs can, in writing, affect a waiver of the Liv Labs Policies and Procedures. Liv Labs' waiver of any particular breach by a Brand Partner/Brand Influencer shall not affect Liv Labs' rights with respect to any subsequent breach, nor

shall it affect the rights or obligations of any other Brand Partner/Brand Influencer.

- (b) The existence of any claim or cause of action of a Brand Partner/Brand Influencer against Liv Labs shall not constitute a defense to Liv Labs' enforcement of any term or provision of these Policies and Procedures.

8.6 Governing Law

- (a) Subject to and without waiving the terms set forth in Sections 8.2 (Mediation) and 8.3 (Termination of Mediation) above, jurisdiction and venue of any controversy or claim arising from the Agreement or between Liv Labs and Brand Partner/Brand Influencer, shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Agreement or between Liv Labs and Brand Partner/Brand Influencer.

8.7 Class Action Waiver

- (a) The parties expressly intend and agree that:
 - (i) Class action and representative action procedures are hereby waived and they shall neither be asserted, nor will they apply, in any court or arbitration; and,
 - (ii) The parties will only submit their own, individual claims in any court or arbitration and will not seek to represent the interests of any other person.
- (b) The court or arbitrator is not empowered to consolidate claims of different individuals into one proceeding or to hear any litigation or arbitration as a class action.
- (c) As a Liv Labs Brand Partner/Brand Influencer and/or Customer, I agree that I will not assert class or collective action claims against Liv Labs in arbitration, court, or otherwise, and I will not join or serve as a member of a class or collective action in arbitration, court or otherwise.
- (d) As a Brand Partner/Brand Influencer and/or Customer, I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or Liv Labs.

9.0 PAYMENT OF COMMISSIONS & BONUSES

9.1 Bonus and Commission Qualifications

- (a) A Brand Partner/Brand Influencer must be active and in compliance with any and all Liv Labs Policies and Procedures set forth herein, along with all guidelines implemented to qualify for bonuses and commissions. So long as a Brand Partner/Brand Influencer complies with the terms and conditions set forth in the Agreement, Liv Labs shall pay commissions to such Brand Partner/Brand Influencers in accordance with the Compensation Plan and any amendments thereto.
- (b) Liv Labs will not issue a payment earned of any form to a Brand Partner/Brand Influencer without the receipt of the annual membership fee and completed electronic Liv Labs Application.
- (c) Liv Labs reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.

9.2 Computation of Commissions and Discrepancies

- (a) In order to qualify to receive commissions and/or bonuses, a Brand Partner/Brand Influencer must be in good standing and comply with the Terms of the Application and these Policies and Procedures. Commissions, bonuses, overrides, and achievement levels are calculated each month.
- (b) A Liv Labs Brand Partner/Brand Influencer must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day "grace period" no additional requests will be considered for commission recalculations.
- (c) For additional information on payment of commissions, please review the Compensation Plan, a copy of which is attached hereto as "ADDENDUM 1".

9.3 Adjustments to Bonuses and Commissions for Returned Products or Brand Partner/Brand Influencer Memberships.

- (a) A Brand Partner/Brand Influencer receives bonuses and commissions based on the actual sales of products and services to end consumers and to Brand Partners/Brand Influencers through product and service purchases. When a product or service is returned to Liv Labs for a refund from the end consumer or by a Brand Partner/Brand Influencer, the bonuses and commissions attributable to the returned product or service will be deducted from the Brand Partner/Brand Influencer who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- (b) In the event that a Brand Partner/Brand Influencer terminates his or her position, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Liv Labs, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Liv Labs to the terminated Brand Partner/Brand Influencer.

10.0 ORDERING PRODUCT

10.1 General Product Ordering Policies

- (a) "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Application by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as a Brand Partner/Brand Influencer or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Brand Partner/Brand Influencers or Customers ("phantoms"); (d) purchasing Liv Labs products or services on behalf of another Brand Partner/Brand Influencer or Customer, or under another Brand Partner's/Brand Influencer's or Customer's ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products, services or SmartShips that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers.
- (b) Liv Labs requires that Brand Partners/Brand Influencers use their own credit cards and

not allow others to use them. A Brand Partner/Brand Influencer shall not use another Brand Partner's/Brand Influencer's or Customer's credit card or debit account to enroll in Liv Labs or purchase products, services, or SmartShip without the account holder's written permission. Such documentation must be kept by the Brand Partner/Brand Influencer indefinitely in case Liv Labs needs to reference this.

- (c) Regarding an order with an invalid or incorrect payment, Liv Labs will attempt to contact the Brand Partner/Brand Influencer by phone, mail, or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled. Prices are subject to change without notice. Credit card purchases on the same card are limited to three (3) times in one processing day.
- (d) A Brand Partner/Brand Influencer or Customer who is a recipient of a damaged or incorrect order must notify Liv Labs within thirty (30) calendar days from receipt of the order and follow the Procedures as set forth in these Policies and Procedures, along with the Return/Exchange Policies and any and all guidelines instated and effective and any amendments thereto.

10.2 Sales to Customers

- (a) Sales to retail customers may be done directly through Brand Partners'/Brand Influencers' replicated websites or directly using product that Liv Labs has in inventory.
- (b) Brand Partners/Brand Influencers will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded to consumers under applicable consumer protection legislation. When making a sale to an end customer, a Brand Partner/Brand Influencer must provide him/her with an official Liv Labs retail receipt at or prior to the time of the initial sale and every sale thereafter. Brand Partner/Brand Influencer will need to customize the template with his/her personal information. If the customer exercises the right to cancel the sale, Brand Partner/Brand Influencer shall follow the refund procedures described in this section.
- (c) The customer should return all unused product to Liv Labs. These sales receipts set forth:
 - (i) the consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the sales receipt up to ten (10) days after the end customer receives a copy of the receipt or invoice; and
 - (ii) Liv Labs' thirty (30) day return policy. The retail sales receipt may be downloaded from the Brand Partner's/Brand Influencer's back office in template form. Brand Partners/Brand Influencers must duplicate the form and provide one to the retail customer and retain a copy for their records.

10.3 Insufficient Funds

- (a) All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.
- (b) Any outstanding balance owed to Liv Labs by a Brand Partner/Brand Influencer or Customer of a Brand Partner/Brand Influencer from NSF (non-sufficient funds) or insufficient fund fees (ACH), will be withheld by Liv Labs from that Brand Partner/Brand Influencer's future bonus and commission funds.

- (c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Brand Partner/Brand Influencer, constitute grounds for disciplinary sanctions or termination of the account.
- (d) If a credit card order or automatic debit is declined the first time, the Customer or Brand Partner/Brand Influencer will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Brand Partner/Brand Influencer may be deemed ineligible to purchase Liv Labs products or services or participate in the monthly auto-ship. Note: Participation by Brand Partners/Brand Influencers in Liv Labs' monthly auto-ship, which is a recurring product order program, is entirely optional, and is not required in order to become a Brand Partner/Brand Influencer, move up in rank, or otherwise, fully participate in the Rewards Program.

10.4 Credit Card Purchases

- (a) Credit card purchases may only be made by the individual whose name and address are on the credit card. Any Brand Partner/Brand Influencer or Customer who uses another individual's credit card to pay for purchases risks having his/her Account being placed on suspension pending an investigation and resolution of any complaints regarding unauthorized charges. Liv Labs considers such transactions fraudulent and will report them to the proper authorities for settlement.
- (b) Under no circumstance will any Brand Partner/Brand Influencer and/or Customer chargeback any credit card purchases. Any Brand Partner/Brand Influencer and/or Customer Account associated with any credit card chargeback request will be terminated immediately without notice to the Brand Partner/Brand Influencer or Customer. If an erroneous charge is applied to a Brand Partner/Brand Influencer and/or Customer's credit card, the Brand Partner/Brand Influencer or Customer should immediately contact the Liv Labs Support Team via email at support@livlabs.com to initiate an investigation and resolution.
- (c) All Brand Partner/Brand Influencer or Customer requests for refunds or returns must be done in accordance with these Policies.

10.5 Sales Tax Obligation

- (a) The Brand Partner/Brand Influencer shall comply with all federal and local taxes and regulations governing the sale of Liv Labs products and services.
- (b) Liv Labs will collect and remit sales tax on Brand Partner/Brand Influencer orders. When orders are placed with Liv Labs, sales tax is prepaid based upon the suggested retail price. Liv Labs will remit the sales tax to the appropriate Provincial and local jurisdictions. The Brand Partner/Brand Influencer may recover the sales tax when he or she makes a sale. Liv Labs Brand Partners/Brand Influencers are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- (c) Liv Labs encourages each Brand Partner/Brand Influencer to consult with a tax advisor for additional information for his or her business.
- (d) Liv Labs is required to charge and remit sales tax to the various states and U.S. territories based on the retail price.

10.6 Refund Policy

- (a) Liv Labs Customers:
- (i) If within the first thirty (30) days you are not satisfied with the product you must contact support@livlabs.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After thirty (30) days and up to ninety (90) days post-purchase, you must contact support@livlabs.com to return the remaining sellable portion of the product for a full refund, minus shipping and handling charges incurred.
- (b) Liv Labs Brand Partners/Brand Influencers:
- (i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact support@livlabs.com to return the unused portion of the product for a full refund, minus shipping and handling charges. Your Brand Partner/Brand Influencer account will then be subject to six (6) months suspension.
 - (ii) Between thirty (30) and ninety (90) days, if you are not 100% satisfied with our products or are unable to sell them, you may return the items for a refund if the products are in resalable condition. (*Resalable condition means in sealed enclosed boxes with wrapper intact.) The refund shall be 70% percent of the original price for all returned product. Any shipping and handling charges incurred will not be refunded.
- (c) Terminating Liv Labs Brand Partners/Brand Influencers:
- (i) If a terminating Brand Partner/Brand Influencer has purchased products, Liv Labs will issue a refund or credit for any products purchased by the terminating Brand Partner/Brand Influencer provided that: (i) the products are unopened and returned to Liv Labs within twenty (20) days from the date of termination; (ii) the terminating Brand Partner/Brand Influencer provides proof of purchase of the products; (iii) the products were purchased within 12 months preceding the date of termination, and (iv) the products are undamaged and are current and resalable (Note: the 12-month requirement not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico). Refunds are subject to a ten percent (10%) handling fee. Shipping costs are not refundable.
- (d) Montana Residents: Brand Partner Packs and Cancellation Returns
- (i) A new Brand Partner/Brand Influencer has up to 15 days to cancel their agreement with Liv Labs. The Brand Partner/Brand Influencer is entitled to a full refund of the Brand Partner Pack as long as all of the items from their Brand Partner Pack are returned and the items are still sealed and have not been used in any way. Neither shipping and handling charges incurred by a Brand Partner/Brand Influencer when the Brand Partner Pack was purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account used when purchasing. Per Liv Labs's return policy, if a Brand Partner/Brand Influencer was paid a commission based on a product(s) purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on that product purchase will be deducted from the amount of the refund or a future commission payout. Additionally, if a Brand Partner/Brand Influencer cancels after 15 days, but within 12 months, and has not received any financial benefit by purchasing a Brand Partner/Brand Influencer Pack, they can receive a 90% refund on any currently marketable products sold that have not been resold or consumed. Products are not considered currently marketable if the products have been consumed or are seasonal, discontinued, or special promotional

items.

- (e) Problems with Shipments:
 - (i) If within thirty (30) days of the expected reported delivery date, you do not notify support@livlabs.com of a problem with the receipt of your order, including but not limited to, failure to receive the product, improper sealing, damage to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.
- (f) All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. Liv Labs is not responsible for fluctuating exchange rates.

10.7 Return Process

- (a) All returns, whether by a Customer, or Brand Partner/Brand Influencer, must be made as follows:
 - (i) Obtain a Return Merchandise Authorization ("RMA") from Liv Labs by contacting support@livlabs.com and submit a request.
 - (iii) Ship items to the address provided by Liv Labs customer service when you receive your Return Merchandise Authorization.
 - (iv) Provide a copy of the sales receipt or invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return. Ship product back in the original manufacturer's box exactly as it was delivered.
 - (v) All returns must be shipped to Liv Labs pre-paid, as Liv Labs does not accept shipping collect packages. Liv Labs recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as the risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Brand Partner/Brand Influencer. If returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Brand Partner/Brand Influencer to trace the shipment of the product wherein no credit will be applied.
 - (vi) The return of \$500 or more of products accompanied by a request for a refund within one (1) calendar year by a Brand Partner/Brand Influencer, may constitute grounds for involuntary termination.

11.0 LIV LABS OPPORTUNITY

11.1 Presentation of Compensation Plan

- (a) In presenting the Liv Labs business opportunity, a Brand Partner/Brand Influencer is required to:
 - (i) present a copy of the Liv Labs Income Disclosure Statement <https://LivLabsnow.com/wp-content/uploads/2021/09/Liv-Labs-IncomeDisclosureStatement.pdf>;
 - (ii) refrain from misquoting or omitting any material fact about the Compensation

Plan;

- (iii) clearly explain that the Compensation Plan is based upon sales of Liv Labs products and services;
- (iv) not make income projections, claims, or guarantees while presenting or discussing the Liv Labs opportunity or Compensation Plan to prospective Brand Partner/Brand Influencers or Customers;
- (v) inform all prospective Brand Partner/Brand Influencers that success requires substantial work;
- (vi) not make any claims regarding products or services of any products offered by Liv Labs, except those contained in official Liv Labs literature; and
- (vii) not use official Liv Labs material to promote the Liv Labs business opportunity in any country where Liv Labs is not duly authorized to conduct business.

11.2 Sales Requirements Are Governed by the Compensation Plan

- (a) Liv Labs Brand Partners/Brand Influencers may purchase Liv Labs products and then re-sell them at any price they choose unless otherwise specified by Liv Labs or by any/of its product suppliers on a per-product basis. Liv Labs will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Liv Labs business. Liv Labs products may only be sold where Liv Labs is licensed or otherwise authorized to conduct business.
- (b) The Liv Labs program is built on sales to the ultimate consumer or end-user. Liv Labs encourages its Brand Partners/Brand Influencers to only purchase inventory, in reasonable quantities, that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Brand Partners/Brand Influencers must never attempt to influence any other Brand Partner/Brand Influencer to buy more products than they can reasonably use or sell to retail Customers in a month.
- (c) Each Liv Labs Brand Partner/Brand Influencer commits to personally use, sell, or use in business building at least 70% of every order placed with Liv Labs prior to placing another order and must be able to certify as much if demanded by Liv Labs or by any regulatory agency. **Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited.** Liv Labs retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

12.0 PROPRIETARY INFORMATION & TRADE SECRETS

12.1 Business Reports, Lists, and Proprietary Information

- (a) By agreeing to the Liv Labs Brand Partner/Brand Influencer Agreement, the Brand Partner/Brand Influencer acknowledges that business reports, lists of Customer and Brand Partner/Brand Influencer names and contact information, and any other information, which contain financial, scientific, or other information both written or otherwise circulated by Liv Labs or pertaining to the business of Liv Labs (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Liv Labs.

12.2 Obligation of Confidentiality

- (a) During the term of the Liv Labs Brand Partner/Brand Influencer Agreement and for a period of two (2) years after the termination or expiration of the Brand Partner/Brand Influencer Agreement between the Brand Partner/Brand Influencer and Liv Labs, the Brand Partner/Brand Influencer shall not;
- (b) Use the information in the Reports to compete with Liv Labs or for any purpose other than promoting his or her Liv Labs business;
- (c) Use or disclose to any person or entity any confidential information contained in the reports, including the replication of the genealogy in another network marketing company.

12.3 Breach and Remedies

- (a) The Brand Partner/Brand Influencer acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Liv Labs and to independent Liv Labs businesses. Liv Labs and its Brand Partners/Brand Influencers will be entitled to injunctive relief or to recover damages against any Brand Partner/Brand Influencer who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of lawyer's fees, court costs, and expenses.

12.4 Return of Materials

- (a) Upon demand by Liv Labs, any current or former Brand Partner/Brand Influencer will return the original and all copies of all "Reports" to Liv Labs together with any Liv Labs confidential information in such person's possession.

13.0 PRIVACY POLICY

13.1 Introduction

- (a) This Privacy Policy is to ensure that all Customers and Brand Partners/Brand Influencers understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section, all Brand Partners/Brand Influencers must comply with applicable privacy laws governing the collection, use, and disclosure of Customer and fellow Brand Partner/Brand Influencer information.

13.2 Expectation of Privacy

- (a) Liv Labs recognizes and respects the importance its Customers and Brand Partners/Brand Influencers place on the privacy of their financial and personal information. Liv Labs will make reasonable efforts to safeguard the privacy of and maintain the confidentiality of its Customers, and Brand Partners'/Brand Influencers' financial and account information and nonpublic personal information.
- (b) By entering into the Brand Partner/Brand Influencer Agreement, a Brand Partner/Brand Influencer or Customer authorizes Liv Labs to disclose his or her name and contact information to upline Brand Partner/Brand Influencers solely for activities related to the furtherance of the Liv Labs business. A Brand Partner/Brand Influencer hereby agrees to maintain the confidentiality and security of such information and to use it solely for

the purpose of supporting and servicing his or her downline organization and conducting the Liv Labs business.

13.3 Employee Access to Information

- (a) Liv Labs limits the number of employees who have access to Customer and Brand Partner/Brand Influencer nonpublic personal information.

13.4 Restrictions on the Disclosure of Account Information

- (a) Liv Labs will not share non-public personal information or financial information about current or former Customers or Brand Partners/Brand Influencers with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Brand Partners'/Brand Influencers' interests or to enforce its rights or obligations under these Policies and Procedures, or Brand Partner's/Brand Influencer's Agreement or with written permission from the account holder on file.

14.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

14.1 Labeling, Packaging, and Displaying Products

- (a) A Liv Labs Brand Partner/Brand Influencer and/or Customer may not re-label, re-package, refill, or alter labels of any Liv Labs product, or service, information, materials, or program(s) in any way. Liv Labs products and services must only be sold in their original containers from Liv Labs. Such re-labeling or re-packaging violates federal and regulatory laws, which may result in criminal or civil penalties or liability.
- (b) A Liv Labs Brand Partner/Brand Influencer shall not cause any Liv Labs product or service or any Liv Labs trade name to be sold or displayed in retail establishments except:
 - (i) Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons);
 - (ii) Where the retail establishment is owned or managed by the Liv Labs Brand Partner/Brand Influencer and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- (c) A Brand Partner/Brand Influencer may sell Liv Labs products and services and display the Liv Labs trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of Liv Labs.
 - (i) A Brand Partner/Brand Influencer or Customer is prohibited to sell Liv Labs products and services and display the Liv Labs trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.
 - (ii) Liv Labs 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 Liv Labs opportunity.

14.2 Use of Company Names and Protected Materials

- (a) A Liv Labs Brand Partner/Brand Influencer must safeguard and promote the good reputation of Liv Labs and the products and services it markets. The marketing and promotion of Liv Labs, the Liv Labs opportunity, the Compensation Plan, and Liv Labs products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices promotional materials supplied or created by Liv Labs must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the Liv Labs Compliance Department.
- (b) The name of Liv Labs, each of its product and service names, and other names that have been adopted by Liv Labs, in connection with its business are proprietary trade names, trademarks, and service marks of Liv Labs. As such, these marks are of great value to Liv Labs and are supplied to Brand Partners/Brand Influencers for their use only in an expressly authorized manner.
- (c) A Liv Labs Brand Partner's/Brand Influencer's use of the name "Liv Labs" is restricted to protect Liv Labs' proprietary rights, ensuring that the Liv Labs protected names will not be lost or compromised by unauthorized use. Use of the Liv Labs name on any item not produced by Liv Labs is prohibited except as follows:
 - (i) [Brand Partner's/Brand Influencer's name] Independent Liv Labs Brand Partner/Brand Influencer or Distributor.
 - (ii) [Brand Partner's/Brand Influencer's name] Independent Brand Partner/Brand Influencer of Liv Labs products and services.
- (d) Further procedures relating to the use of the Liv Labs name are as follows:
 - (i) All stationery (i.e., letterhead, envelopes, and business cards) bearing the Liv Labs name or logo intended for use by the Liv Labs Brand Partner/Brand Influencer must be submitted via email to the Liv Labs Compliance Department for approval. Submit to: compliance@livlabs.com
 - (ii) Liv Labs Brand Partners/Brand Influencers may list "Independent Liv Labs Brand Partner/Brand Influencer" in the white pages of the telephone directory under his or her own name.
 - (iii) Liv Labs Brand Partners/Brand Influencers may not use the name Liv Labs or Liv Labs in answering his or her 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 Liv Labs Brand Partner/Brand Influencer."
- (e) Certain photos and graphic images used by Liv Labs in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Brand Partners/Brand Influencers. If a Brand Partner/Brand Influencer wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- (f) A Liv Labs Brand Partner/Brand Influencer shall not appear on or make use of television or radio or make use of any other media to promote or discuss Liv Labs or its programs, products, or services without prior written permission from the Liv Labs Compliance Department.

- (g) A Brand Partner/Brand Influencer may not produce for sale or distribution any Company event or speech, nor may a Brand Partner/Brand Influencer reproduce Liv Labs audio or video clips for sale or personal use without prior written permission from the Liv Labs Compliance Department.
- (h) Liv Labs reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Brand Partner/Brand Influencer.
- (i) A Brand Partner/Brand Influencer shall not promote non-Liv Labs products or services in conjunction with Liv Labs products or services on the same social media site or same advertisement without prior approval from Liv Labs Compliance Department.
- (j) Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Liv Labs may not be made except those contained in official Liv Labs literature. In particular, no Brand Partner/Brand Influencer may make any claim that Liv Labs products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Liv Labs policies, but they also potentially violate federal and provincial laws and regulations.

14.3 Faxes and E-mail - Limitations

- (a) Except as provided in this section, a Brand Partner/Brand Influencer may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or "spamming" that advertises or promotes the operation of his or her Liv Labs business. The exceptions are;
 - (i) E-mailing any person who has given prior permission or invitation;
 - (ii) E-mailing any person with whom the Brand Partner/Brand Influencer has established a current business or personal relationship.
- (b) In all states or U.S. or International territories where prohibited by law, a Brand Partner/Brand Influencer may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
 - (i) All e-mail or computer broadcasted documents subject to this provision shall include each of the following; A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
 - (ii) A clear return path or routing information;
 - (iii) The use of legal and proper domain name;
 - (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
 - (v) Unsubscribe or opt-out instructions should be the very first text in the body of

the message box in the same size text as the majority of the message;

- (vi) The true and correct name of the sender, a valid sender's fax or e-mail address, and a valid sender physical address;
 - (vii) The date and time of the transmission;
 - (viii) Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, a Liv Labs Brand Partner/Brand Influencer shall not transmit any further documents to that recipient.
- (c) All e-mail or computer-broadcasted documents subject to this provision shall not include any of the following;
- (i) Use of any third-party domain name without permission;
 - (ii) Sexually explicit materials.

14.4 Internet and Third-Party Website Restrictions

- (a) A Brand Partner/Brand Influencer and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell, or advertise their Liv Labs business. A Brand Partner/Brand Influencer and/or Customer is prohibited to use or attempt to register any of Liv Labs' trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Liv Labs 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.
- (b) A Liv Labs Brand Partner/Brand Influencer may not sell Liv Labs products, or services, or offer the Business Opportunity using "online auctions," such as eBay®, Amazon, Etsy, or other external retail websites or auction sites.
- (c) Social Media sites may be used to sell or offer to sell Liv Labs products or services. PROFILES A BRAND PARTNER/BRAND INFLUENCER OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE LIV LABS IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE BRAND PARTNER/BRAND INFLUENCER AS AN INDEPENDENT LIV LABS BRAND PARTNER/BRAND INFLUENCER, and when a Brand Partner/Brand Influencer and/or Customer participates in those communities, Brand Partner/Brand Influencers and/or Customers must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Liv Labs' sole discretion, and the offending Brand Partner/Brand Influencer and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Liv Labs-approved library, official Liv Labs website, or social media outlet. If a link is provided, it must link to the posting Brand Partner's/Brand Influencer's Replicated website.
- (d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Brand Partners/Brand Influencers will be subject to disciplinary action.
- (e) Brand Partners/Brand Influencers and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Brand Partners/Brand Influencers or Customers create or leave must be useful, unique, relevant, and specific to the blog's article.

- (f) Brand Partners/Brand Influencers and/or Customers must disclose their full name on all Social Media postings and conspicuously identify themselves as Independent Liv Labs Brand Partners/Brand Influencers for Liv Labs. Anonymous postings or use of an alias is prohibited.
- (g) Postings that are false, misleading, or deceptive are prohibited. This includes but is not limited to, false or deceptive postings relating to the Liv Labs income opportunity, Liv Labs' products and services, and/or your biographic information and credentials.
- (h) Brand Partners/Brand Influencers and/or Customers are personally responsible for their postings and all other online activity that relates to Liv Labs. Therefore, even if a Brand Partner/Brand Influencer does not own or operate a blog or Social Media site if a Brand Partner/Brand Influencer and/or Customer posts to any such site that relates to Liv Labs or which can be traced to Liv Labs, the Brand Partner/Brand Influencer is responsible for the posting. Brand Partner/Brand Influencer and/or Customer are also responsible for postings which occur on any blog or Social Media site that the Brand Partner/Brand Influencer and/or Customer owns, operates, or controls.
- (i) As a Liv Labs Brand Partner/Brand Influencer, it is important to not converse with any person who places a negative post against you, other Brand Partners/Brand Influencers, or Liv Labs. Report negative posts to Liv Labs at support@livlabs.com. 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 Liv Labs, and therefore damages the reputation and goodwill of Liv Labs.
- (j) The distinction between a Social Media site and a website may not be clear-cut because some Social Media sites are particularly robust, Liv Labs, therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.
- (k) If your Liv Labs business is canceled for any reason, you must discontinue using the Liv Labs name, and all of Liv Labs' 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 Liv Labs Brand Partner/Brand Influencer, you must conspicuously disclose that you are no longer an Independent Liv Labs Brand Partner/Brand Influencer.
- (l) Failure to comply with these Policies for conducting business online may result in the Brand Partner/Brand Influencer losing their right to advertise and market Liv Labs products, services, and Liv Labs' business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

14.5 Advertising and Promotional Materials

- (a) You may not advertise any Liv Labs products or services at a price LESS than the highest company-published, established retail price of ONE offering of the Liv Labs product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes but is not limited to offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
- (b) Advertising and all forms of communication must adhere to principles of honesty and propriety.

- (c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., is subject to prior written approval by the Liv Labs Compliance Department.
- (d) All requests for approvals with respect to advertising must be directed in writing to the Liv Labs Compliance Department.
- (e) Liv Labs 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 Brand Partner/Brand Influencer.

14.6 Testimonial Permission

- (a) By agreeing to the Liv Labs Brand Partner/Brand Influencer Agreement, a Brand Partner/Brand Influencer gives Liv Labs 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 the Liv Labs Business Opportunity, a Brand Partner/Brand Influencer waives any right to be compensated for the use of his or her testimonial or image and likeness even though Liv Labs may be paid for items or sales materials containing such image and likeness and represents that any testimonial represents Brand Partner's/Brand Influencer's current, original, honest opinion thoughts, beliefs, findings or experiences, based on Brand Partner's/Brand Influencer's actual experience with Liv Labs and any stated use of Liv Labs products and/or services, and agrees to notify Brand Partner/Brand Influencer immediately of any changes in the views expressed in the testimonial. In some cases, a Brand Partner/Brand Influencer's testimonial may appear in another Brand Partner/Brand Influencer's advertising materials. If a Brand Partner/Brand Influencer does not wish to participate in Liv Labs sales and marketing materials, he or she should provide a written notice to the Liv Labs Compliance Department 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.

14.7 Telemarketing - Limitations

- (a) A Liv Labs Brand Partner/Brand Influencer must not engage in telemarketing in relation to the operation of the Brand Partner's/Brand Influencer's Liv Labs business. The term "telemarketing" means the placing of one or more telephone calls, texts, emails, or facsimile transmissions to an individual or entity to induce the purchase of Liv Labs products or services or to recruit them for the Liv Labs opportunity.
- (b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- (c) While a Brand Partner/Brand Influencer may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the terms "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Brand Partner/Brand Influencer to violate the law. These regulations must not be taken lightly, as they carry significant penalties.

- (d) "Cold calls" or unsolicited calls/texts/emails/faxes made to prospective Customers or Brand Partners/Brand Influencers in order to promote Liv Labs products, services, or the Liv Labs opportunity is considered telemarketing and is prohibited.
- (e) Exceptions to Telemarketing Regulations. A Liv Labs Brand Partner/Brand Influencer may place telephone calls or faxes to prospective Customers, or Brand Partners/ Brand Influencers under the following limited situations:
 - (i) If the Brand Partner/Brand Influencer has an established current business relationship with the prospect;
 - (ii) In response to the prospect's personal inquiry or application regarding a product or service offered by the Liv Labs Brand Partner/Brand Influencer, within 3 months immediately before the date of such a call/fax;
 - (iii) If the Brand Partner/Brand Influencer receives written and signed permission from the prospect authorizing the Brand Partner/Brand Influencer to call/fax;
 - (iv) If the call/fax is to family members, personal friends, and acquaintances. However, if a Brand Partner/Brand Influencer makes a habit of collecting business cards from everyone, he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption;
 - (v) Liv Labs Brand Partners/Brand Influencers engaged in calling "acquaintances," must make such calls/faxes on an occasional basis only and not as a routine practice.
- (f) A Brand Partner/Brand Influencer shall not use automatic telephone dialing systems in the operation of his or her Liv Labs businesses.
- (g) Failure to abide by Liv Labs policies or regulations as set forth by the federal government regarding telemarketing may lead to sanctions against the Brand Partner's/Brand Influencer's position, up to and including termination of the position.
- (h) By signing the Brand Partner/Brand Influencer Agreement, or by accepting commissions, other payments, or awards from Liv Labs, a Brand Partner/Brand Influencer gives permission to Liv Labs and other Brand Partner/Brand Influencers to contact them as permitted under the Federal Do Not Call regulations.
- (i) In the event a Brand Partner/Brand Influencer violates this section, Liv Labs reserves the right to institute legal proceedings to obtain monetary or equitable relief.

15.0 INTERNATIONAL MARKETING

15.1 International Marketing Policy

- (a) A Liv Labs Brand Partner/Brand Influencer is authorized to sell Liv Labs products and services, to Customers and Brand Partners/Brand Influencers only in the countries in

which Liv Labs is authorized to conduct business, according to the Policies and Procedures of each country. Liv Labs Brand Partners/Brand Influencers may not sell products or services in any country where Liv Labs products and services have not received applicable government authorization or approval.

- (b) A Brand Partner/Brand Influencer may not, in any unauthorized country, conduct sales, enrollment, or training meetings, enroll or attempt to enroll potential Customers or Brand Partners/Brand Influencers, nor conduct any other activity for the purpose of selling Liv Labs products and services, establishing a sales organization, or promoting the Liv Labs business opportunity.

16.0 REFUND POLICY

You may request a refund of any amounts charged by contacting customer service at support@livlabs.com. If for any reason you are not completely satisfied with any Liv Labs product purchased directly from Liv Labs via our website, you may request a refund within 30 days from the date of purchase for a full refund or exchange. Refunds and exchanges will be made to the credit card with which the product was purchased. You will need the following to make your request for refund:

- Proof of Purchase
- Unused portion of the product or empty product containers

Your refund includes only the cost of the product. It does not include the costs of shipping. Before any product is returned to Liv Labs, the Brand Partner/Brand Influencer or customer must contact customer support to obtain a Return Merchandise Authorization ("RMA") number. Any package received without this information on the outside of the box may be refused and may result in a refund not issuing.

17.0 AUTO SHIP CANCELLATION

Please email to cancel or modify your auto-ship at any time at support@livlabs.com without penalty. You can also modify or cancel your order at any time on your portal. By selecting the "auto-ship" option on our order form, you are giving Liv Labs LLC authorization to submit paperwork on your behalf to the manufacturer to enroll you in the automatic shipping program. The manufacturer (Liv Labs) will ship your products directly to you. You are also authorizing Liv Labs to charge your credit card for the products you have ordered on a monthly basis.

You may cancel at any time without obligation and without penalty by emailing support@livlabs.com or canceling the order on the livlabsnow.com portal. All auto-ship cancellations must be performed or delivered to Liv Labs within 3 business days of the next shipment to guarantee cancellation of that shipment.

18.0 SHIPPING POLICY

Shipment processing time and rates

All orders are processed within 2-3 business days. Orders are not shipped or delivered on weekends or holidays.

If we are experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.

Shipping charges for your order will be calculated and displayed at checkout.

Delivery delays can occasionally occur.

Damages

Liv Labs is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.

Please save all packaging materials and damaged goods before filing a claim.

Our Returns Policy provides detailed information about procedures for returning your order.

19.0 LIV LABS GLOSSARY OF TERMS

ACTIVE BRAND PARTNER/BRAND INFLUENCER: A Brand Partner/Brand Influencer who is in good standing with respect to the Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between Liv Labs and each Liv Labs Brand Partner/Brand Influencer and Customer; includes the Brand Partner/Brand Influencer Agreement, the Liv Labs Policies and Procedures, and the Liv Labs Compensation Plan, all in their current form and as amended by Liv Labs in its sole discretion in accordance with the terms hereof. These documents are collectively referred to as the "Agreement."

CANCEL: The termination of a Brand Partner's/Brand Influencer's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Brand Partners/Brand Influencers can generate commissions and bonuses. See Liv Labs' compensation plan at livlabsnow.com.

CUSTOMER: A Customer who purchases Liv Labs products and does not engage in building a business or retailing product.

BRAND PARTNER'S/BRAND INFLUENCER'S WALLET: Is a secure site that manages Brand Partner's/Brand Influencer's commissions.

SPONSOR*: A Brand Partner/Brand Influencer who enrolls a Customer, Retailer, or another Brand Partner/Brand Influencer into the Company and is listed as the Sponsor on the Brand Partner/Brand Influencer Agreement. The act of enrolling others and training them to become Brand Partner/Brand Influencers is called "sponsoring."

***Note: Any reference to "personally enrolling/sponsoring" herein is simply descriptive of the method of building a community of Brand Partners/Brand Influencers, i.e., personally enrolling other participants into the Plan. The phrase is not intended to imply any connection between the simple act of recruitment, sponsorship, or enrollment, and payment of compensation.**

BRAND PARTNER/BRAND INFLUENCER: An individual or entity who actively promotes, markets, and sells Liv Labs products for profit and who actively seeks and recruits others to do the same in accordance with the Agreement.

LINE OF SPONSORSHIP (LOS): A report generated by Liv Labs that provides critical data relating to the identities of Brand Partners/Brand Influencers, sales information, and enrollment activity of each Brand Partner's/Brand Influencer's organization. This report contains confidential and trade secret information which is proprietary to Liv Labs.

ORGANIZATION: The Customers and Brand Partners/Brand Influencers placed below a particular

Brand Partner/Brand Influencer.

OFFICIAL LIV LABS MATERIAL: Literature, audio or videotapes, and/or any other materials developed, printed, published, or distributed by Liv Labs to Brand Partners/Brand Influencers and Customers.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of the Agreement, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Liv Labs Brand Partner/Brand Influencer or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE: Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labeling have not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Liv Labs labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable discontinued, or as a seasonal item, shall not be resalable.

UPLINE: This term refers to the Brand Partner/Brand Influencer or Brand Partners/Brand Influencers above a particular Liv Labs Brand Partner/Brand Influencer or Sponsor in a sponsorship line up to the Company. It is the line of sponsors that links any particular Brand Partner/Brand Influencer to the Company.

ADDENDUM 1

Liv Labs Compensation Plan

https://livlabsnow.com/pdf/Liv_Labs_Compensation_Plan.pdf