Please read these terms and conditions carefully before reserving through our site. You should understand that by submitting an enrolment form you agree to be bound by these terms and conditions.

To protect the integrity of all Downline organisations, Aucora does not allow voluntary changes in sponsorship. Please consider carefully before enrolling.

POLICIES AND PROCEDURES Aucora

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STATEMENT OF POLICIES AND PROCEDURES Effective: February 01, 2023

SECTION 1 – INTRODUCTION

1.1 – Code of Ethics

Aucora (hereafter the "Company") is a values- based company that prides itself on the quality and character of its independent Brand Partners (hereinafter "Partner(s)"). The following guidelines help ensure a uniform standard of excellence throughout our organisation. Every Partner is expected to practice the following ethical behaviour when acting in the name of the Company:

- 1. I will be respectful of every person I meet while doing Companyrelated business.
- 2. At all times I will conduct myself and my business in an ethical, moral, legal, and financially sound manner. I will not inflate or exaggerate the benefits, claims or attributes of Aucora Products or the Aucora Opportunity.
- 3. I will not engage in activities that would bring disrepute to the Company, any Company corporate officer or employee, myself, or other Partners.
- 4. I will not make discouraging or disparaging claims toward other Partners. I will ensure that in all Company business dealings I will refrain from engaging in negative language. I will refrain from making any type of slanderous statements.

- 5. I will provide support and encouragement to my retail customers ("Customers") to ensure that their experience with the Company is a successful one. I understand that it is important to provide follow-up service and support to my downline.
- 6. I will correctly represent all the bonus/compensation plans available through the Company and the income potential represented therein. I understand I may not use my own income as an indication of others' potential success, or use compensation checks as marketing materials.
- 7. I will abide by all of Company's Policies & Procedures now and as they may be amended in the future.
- 1.2 Policies Incorporated Into The Brand Partner Agreement These Policies and Procedures ("Policies"), in their present form and as amended at the sole discretion of the Company, are incorporated into, and form an integral part of, the Company Brand Partner Agreement (hereafter "Partner Agreement"). Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Company Policies and Procedures, the Company Privacy Policy, the Company Compensation Plan, and the Partner Agreement, and if applicable, the Business Entity Registration Form. These documents are incorporated by reference into the Partner Agreement (all in their current form and as amended by the Company). It is the responsibility of each Partner to read, understand, adhere to, and ensure that they are aware of and operating under the most current version of these Policies. When sponsoring a new Partner, it is the responsibility of the sponsoring Partner to provide the most current version of these Policies prior to their execution of the Partner Agreement.
- 1.3 Changes to the Brand Partner Agreement, the Policies and Procedures, or the Compensation Plan Because laws and the business environment, periodically change, Company reserves the right to amend the Agreement and the prices of its products or services in its sole and absolute discretion. Notification of amendments shall appear in Official Company Materials. Amendments shall be effective upon publication in Official Company Materials, including but not limited to, posting on Company's website, e-mail distribution, publication in Company's newsletter, product inserts, or any other commercially reasonable method. The continuation of a Partner's

Company business or a Partner's acceptance of bonuses or commissions constitutes acceptance of any and all amendments. NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE, ANY AMENDMENT BY THE COMPANY TO THE DISPUTE RESOLUTION SECTION HEREIN SHALL ONLY TAKE EFFECT UPON A PARTNER'S EXPRESS AGREEMENT TO SUCH AMENDMENT. A PARTNER MAY INDICATE THEIR AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS ACCOMPANYING THE PROPOSED AMENDMENT THAT WILL APPEAR WHEN LOGGING IN TO THE CORPORATE WEBSITE OR, THE PARTNER'S PERSONAL WEBSITE, COMPANY MAY TERMINATE THE PARTNERSHIP AGREEMENT OF ANY PARTNER WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION SECTION WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY COMPANY OR THE PARTNER ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.

# 1.4 – Delays

Company shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labour difficulties, riot, war, fire, flood, pandemic, death, curtailment of a party's source of supply, or government decrees or orders.

# 1.5 – Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

### 1.6 –Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Company to exercise any right or power under the Agreement or to insist upon strict compliance by a Partner with any

obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Company's right to demand exact compliance with the Agreement. Waiver by Company can be effectuated only in writing by an authorised officer of the Company.

# SECTION 2 – BECOMING A BRAND PARTNER

2.1 – Requirements to Become a Brand Partner

To become a Brand Partner, each applicant must:

- 1. Be age 18 years or above;
- 2. Reside in the United Kingdom or other countries, which have been officially opened by Company;
- 3. Have a valid National Insurance Number or Social Security Number or Federal Tax Identification Number;
- 4. Submit a properly completed and signed Brand Partner Agreement to Company electronically or by hard copy; and
- 5. Submit payment of enrolment fee at time of enrolment (noncommissionable).

# 2.2 – New Partner Registration by the Internet

A prospective Partner may self-enrol on the Company corporate website. In such event, instead of a physically signed Brand Partner Agreement, Company will acknowledge the completion of the Agreement by accepting the "electronic signature." This signifies that the new Partner has accepted the terms and conditions of the Partner Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Partner and the Company.

### 2.3 - Brand Partner Benefits

Once a Partnership Agreement has been accepted by the Company, the benefits of the Compensation Plan and the Partner Agreement are available to the new Partner. These benefits include the right to:

- 1. Sell Company products or services.
- 2. Participate in the Company Compensation Plan (receive bonuses and commissions, if eligible);
- 3. Sponsor other individuals as customers or Partners into the Company business and thereby build an organisation and progress through the Company Compensation Plan;
- 4. Receive periodic Company literature and other Company communications;

- 5. Participate in Company-sponsored support service training, motivational and recognition functions; and
- 6. Participate in promotional and incentive contests and programs sponsored by Company for its Partners.

# SECTION 3 – INCOME DISCLAIMER POLICY

A Partner shall not make unauthorised income projections, claims, or guarantees while presenting or discussing the Company opportunity or the Compensation Plan to prospective Partners or Customers. The terms "income claim" and/or "earnings representation" (collectively "income claims") include: (1) statements of average earnings, (2) statements of non- average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of "statements of non- average earnings" include, "Our number one Partner earned over a million dollars last year" or "Our average ranking Partner makes five thousand per month." An example of a "statement of earnings ranges" is "The monthly income for our higherranking Partners is ten thousand pounds per month on the low end to thirty thousand pounds per month on the high end."

# SECTION 4 – ADVERTISING

4.1 – Adherence to the Aucora Compensation Plan Partners must adhere to the terms of the Company Compensation Plan as set forth in Official Company Materials. Partners shall not offer the Company opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official Company Materials. Partners shall not require or encourage other current or prospective customers or Partners to participate in Company in any manner that varies from the program as set forth in Official Company Materials. Partners shall not require or encourage other current or prospective customers or Partners to execute any agreement or contract other than official Company agreements and contracts in order to become a Partner. Similarly, Partners shall not require or encourage other current or prospective customers or Partners to make any purchase from, or payment to, any individual or other entity to participate in the Company Compensation Plan other than those purchases or payments identified as recommended or required in Official Company Materials.

### 4.2 – Use of Sales Aids

To promote both the products and the opportunity the Company offers, Partners must use the sales aids and support materials produced by the Company. If Partners develop their own sales aids and promotional materials, notwithstanding Partners' good intentions, they may unintentionally violate any number of statutes or regulations affecting a Company business. These violations, although they may be relatively few in number, could jeopardise the Company opportunity for all Partners. Accordingly, Partners must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the Partner receives specific written approval to use the material, the request shall be deemed denied. All Partners shall safeguard and promote the good reputation of the Company and its products. The marketing and promotion of the Company, the Company opportunity, the Company Compensation Plan, and Company products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

During the term of this Agreement, in order to avoid legal liability related to promotion of sales aids, you as a Partner may not sell training materials or sales aids including published books, eBooks, videos, or other general miscellaneous training aids to your downline or other Partners.

# 4.3 - Intellectual Property

Company will not allow the use of its trade names, trademarks, designs, symbols or any other sales aid by any person, including Partners, outside of Official Company Materials without prior written authorisation from the Company.

# 4.4 – Web Policy

If a Partner desires to utilise an Internet web page to promote their business, they may do so through Company authorised services only. It is your obligation to ensure your online marketing activities are truthful, are not deceptive, and do not mislead customers or potential Partners in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include representation in any manner that you are an authorised representative for Company such as spam linking (or blog spam), unethical search engine optimisation (SEO) tactics, misleading clickthrough ads (i.e., having the display URL of a PPC campaign appear to resolve to an official Company corporate website when it goes elsewhere), unapproved banner ads, and unauthorised press releases. Company will be the sole determinant of truthfulness as to whether specific activities are misleading or deceptive.

# 4.5 – Domain Names and Email Addresses

You cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from or is the property of the Company by showing up as the sender of an email.

Examples of the improper use include but are not limited to:

Aucora@msn.com; www.AucoraDirect.com; www.facebook.com/Aucora or derivatives as described herein.

Examples of permitted URLs, email addresses, and online aliases might appear as follows: facebook.com/iloveAucora;

juliesmith@Aucora.net. Determinations as to what could cause confusion, mislead or be considered deceptive is at the sole discretion of the Company. If you have a question whether your chosen name is acceptable, you may submit it to the compliance team for review before use.

# Approved Brand Partner Websites

The term Partner Replicated Website refers to the Partner replicated website offered by Company or an approved vendor. The term Social Networking Website or Social Media Website refers to any site that is not specifically prohibited within the terms and conditions of this Agreement, which includes but is not limited to such sites as Facebook, Instagram, Pinterest, LinkedIn, Twitter, YouTube.com, personal blogs, etc.

# **Online Classifieds**

You may not use online classifieds to list, sell or promote specific Company products. You may use online classifieds for prospecting, recruiting, sponsoring, and informing the public about the Company opportunity provided you follow the other requirements of this Agreement such as identifying yourself as an independent representative of Company, only using approved images and versions of any trademarked logos and without using fraudulent or misleading product or income claims. If a link or URL is provided, it must link to your Partner Website or your Social Media website.

### **Online Retailing**

Approved affiliate websites are intended to provide the Partner with the tools and means for generating leads, prospecting business,

communicating with others, selling products and services, and otherwise advancing your Company business. You may not sell Company products on any other online retail store or e-commerce site, nor may you enlist or knowingly allow a third party (customer) to sell Company products on any online retail store or ecommerce site.

Partners may use their own social networking profiles to advertise and promote their Company businesses and the Company products, and direct traffic to their respective Replicated Website or the Company corporate website. However, no actual sales of Company products may be processed on social networking profiles or groups and no pricing may be shown on an image or in the text of a post. Banner ads and images used on these sites must be current and must come from the Company approved library. The sale of Company product on social media sites, third-party sites, or otherwise, as defined in this Section is not permitted. Third-party sites include but are not limited to: Amazon, eBay, Craigslist, and Facebook Marketplace. For further clarity between the distinction in social media sites and third-party sites Company reserves the right to be the ultimate decision maker in its sole discretion on such definitions either with or without a Partner requesting such review. In accordance with the particular site's policies, Partners may only market product or the opportunity on such sites and direct any Customers or aspiring Partners to the Company corporate website or to a Partner's created site that is permitted under these Policies.

### **Banner Advertising**

You may place banner advertisements on a website provided you use Company- approved templates and images. All banner advertisements must link to your Partner Website. You may not use blind ads or web pages that make non-compliant product or income claims that are ultimately associated with Company products or the Company business opportunity.

# Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books etc. must be unique, informative and relevant. Social Networking or Social Media Websites

Profiles you generate in any social community where you mention or discuss the Company must clearly identify you as a Partner and must appear as described herein. When you participate in those communities you 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 Company's sole discretion, and offending Partners will be subject to disciplinary action and/or termination.

You agree that you will immediately take down a non-compliant site at the request of the Company. Appeals regarding compliance may be submitted after the site has been taken down. Appeals should be directed to companies compliance department.

Separation from Personal or other Business Pages

The terms within this Section survive, and thus will be enforced, beyond the termination or cancellation of the Partner Agreement between the Partner and the Company, or any other reason for Partner no longer being associated with Company in the Company opportunity.

#### Private Groups

Partners may wish to have "private" and/or "closed" social media groups, specifically Facebook Groups, for their particular Customers or for their particular downline. These groups are permitted as long as the groups are conducted and operated in a manner consistent with these Policies and all other agreements between Company and Partner. Upon termination, either voluntary or involuntary, cancellation, dismissal, winding up the business or any other reason a Partner may no longer be involved with Company, the Partner must notify Compliance immediately of all accounts that would fall under this Section and category, post in the group that they are no longer associated with Company and will be disbanding the specific group, and then subsequently close and delete the group permanently. Once affiliation with Company is terminated, Partner may not use the specific group to contact anyone within that group or to market, promote, sell, or otherwise any other business opportunity in any capacity.

### Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to your Partner Website. The display URL must also be to your Partner Website and must not portray any URL that could

lead the user to assume they are being led to a Company corporate website and must not be inappropriate or misleading in any way.

### External Websites

You are allowed external websites to promote your Company business and the Company opportunity. If you wish to use an external website, you must do the following:

- a.) Identify yourself as a Partner for the Company.
- b.) Use only the approved images and wording authorised by the Company.
- c.) Adhere to the branding, trademark, and image usage policies described in this Agreement.
- d.) Agree to modify your website to comply with current or future Company policies.

You are solely responsible and liable for your own website content, messaging, claims, and information and must ensure your website appropriately represents and enhances the Company brand and adheres to all Company guidelines and policies. Additionally, your website must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at Company's sole discretion. You are encouraged to use the approved Company images that are available through the business suite.

As a Partner, you are an independent contractor as described in these Policies, but a Partner's use of Company's name, likeness, or other proprietary information can still be implied to be directly made by the Company. Accordingly, all Partners are made aware through these Policies and this Section that they are personally responsible for their online postings and all other online activity that relates to or can be imputed to Company, whether intended or not.

It is imperative that every Partner understands that even when interacting in their personal capacity, their actions can be imputed to Company due to using Company marks, products, or other related materials (i.e., a Company's background photo on a social media site is Company related and a Partner posts something unrelated to the business as a Partner of Company, this can still be imputed to Company and would fall under this definition.)

Any posting that is false, misleading, or deceptive is prohibited. A Partner shall not commingle any other business activity, sales, earnings, or potential as these are considered deceptive and confusing. In addition, Partners are responsible for all that is posted and should refrain from posting anything including but not limited to pictures, videos, music, writings, or any other tangible or intangible posting that is copyrighted, trademarked, or otherwise owned by another. Partners should be cognisant of the location that they receive materials and be aware of the repercussions of posting anything freely. This not only opens Partners to both scrutiny and potential litigation but also has a deleterious impact on other Partners and Company's brand.

#### Company Partner Image Mandate

When using a social media or external website it must contain:

- a.) A Company Partner Logo from the approved templates.
- b.) Your Name and Title (example: Julie Smith, Brand Partner, Company).
- c.) A link to your Partner Replicated Website.

Although Company brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at a Partner site, and not a Company corporate page.

#### 4.6 Commercial Outlets

Aucora strongly encourages the retailing and selling of its products through person-to-person contact. To reinforce this method of marketing and to help provide a standard of fairness for its Brand Partners, Partner's may not display or sell Aucora Products or Official Aucora Material in any retail or service establishment or otherwise distribute through establishments open or available to the general public or "walkin" customers without express prior written approval from Aucora. This includes department stores, health food stores, beauty supply outlets, supermarkets, pharmacies, specialty gift shops, or any other business or commercial establishment that is open or available to the general public. Furthermore, no Partner shall sell any Aucora Products to any Customer that the Partner knows or has reason to believe may resell such Aucora Products in or through any such establishment; or solicit or encourage any third party to do any of the foregoing.

Aucora products may be sold or displayed in personal service facilities if owned and operated by a Brand Partner. These facilities must be closed to the public or operate by appointment only. This would include facilities such as private offices, private clubs, chiropractors, salons and spas. Aucora allows the sales of Aucora Products in such personal service facilities, consistent with local laws, rules, regulations and ordinances.

Any owner of any such personal service facility where Aucora Products are sold or displayed must be a Brand Partner in good standing. Furthermore, each Partner with a personal service facility is responsible for the Actions of her, his or its non-partner employees and independent contractors. If any such non-partner employee or independent contractor engages in any Activity which, if performed by the Partner, would violate the Independent Partner's Agreement, such Activity will be deemed a violation by the Partner and Aucora may take remedial action pursuant to the Partner Agreement and seek other appropriate remedies against such Partner.

### 4.7 – Advertised Price

You may not advertise any of Company's services at a price LESS than the highest company published price of the equivalent service. No special enticement advertising is allowed. This includes but is not limited to offers of free membership or other such offers that grant advantages beyond those available through the Company.

### 4.8 – Media and Media Inquiries

Partners must not initiate any interaction with the media or attempt to respond to media inquiries regarding the Company, its services, or their independent Company business. All inquiries by any type of media must be immediately referred to Company's Compliance department. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

# 4.9 – Unsolicited Email Communication

Company does not permit Partners to send unsolicited emails unless such emails strictly comply with applicable laws and regulations. Any email sent by a Partner that promotes the Company, the Company opportunity, or Company products or services, must comply with the following:

- 1. There must be a functioning return email address to the sender.
- 2. There must be a notice in the email that advises the recipient that they may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).

- 3. The email must include the Partner's physical mailing address.
- 4. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- 5. The use of deceptive subject lines and/or false header information is prohibited.
- 6. All opt-out requests, whether received by email or regular mail, must be honoured. The Company may periodically send commercial emails on behalf of Partners. By entering into the Partner Agreement, Partner agrees that the Company may send such emails and that the Partner's physical and email addresses will be included in such emails as outlined above. Partners shall honour opt-out requests generated because of such emails sent by the Company. Except as provided in this section, Partners may not use or transmit unsolicited faxes or use an automatic telephone dialling system relative to the operation of their Company businesses.

# SECTION 5 – OPERATING AN AUCORA BUSINESS.

5.1 – Business Entities

A corporation, partnership, or trust (collectively referred to in this section as a "Business Entity") may apply to be a Company Partner by submitting a Company Business Entity Application and Agreement along with its Certificate of Incorporation, Articles of Organisation, Partnership Agreement or trust documents (these documents are collectively referred to as the "Entity Documents") to the Company. A Company business may change its status under the same sponsor from an individual to a partnership, corporation, or trust or from one type of entity to another. To do so, the Partner(s) must provide the Entity Documents to the Company. The Partner Application must be signed by all the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to the Company.

### 5.1.1 – Changes to a Business Entity

Each Partner must immediately notify the Company of any changes to the type of business entity they utilise in operating their Company business, and the addition or removal of business associates. A Company business may change its status under the same sponsor from an individual to a partnership, corporation, or trust, or from one type of entity to another. The Partner Agreement form must be signed by all the shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to the Company.

## 5.1.2 – Change Of Sponsor

To protect the integrity of all marketing organisations and safeguard the hard work of all Partners, the Company rarely allows changes in sponsorship, with the rare exception of direct line changes (meaning placement is not affected). A direct line change request must be made within a seven (7) day period from the date of enrolment and must come from the current listed sponsor.

# 5.1.3 – Change Of Placement

A request for change of placement must be submitted within seven (7) days of the date of enrolment and must be requested by the current listed sponsor.

A Partner can only be moved inside of the same sponsor's organisation. Partners who have earned commissions or achieved rank are not eligible for placement changes. Please note that decisions made for any change request (sponsor or placement) are at the sole discretion of the Company.

# 5.2 – Unauthorised Claims and Actions

### 5.2.1 – Indemnification

A Partner is fully responsible for all their verbal and/or written statements made regarding the Company products or services and the Compensation Plan, which are not expressly contained in Official Company Materials.

Partners agree to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refunds, legal fees, court costs or lost business incurred by the Company as a result of the Partner's unauthorised representations or actions. This provision shall survive the cancellation of the Partner Agreement.

5.2.2 – Endorsements of Aucora Services

No claims as to any services offered by the Company may be made except those contained in Official Company Materials.

# 5.3 – Conflicts

5.3.1 Non-Solicitations and Competing Goods or Services Partners who have reached the 8th rank (Sapphire) of the Aucora Compensation plan must not actively participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities (collectively, "Network Marketing"). 'Actively participate' is defined by, but not limited to, recruiting new partners into another network marketing business and/or promoting another network marketing business and its products or services on social media.

All other partners (rank 1 to 7) may participate in other Network Marketing Opportunities, however, during the Term of this Agreement and for six (6) months thereafter, a Company Partner may not recruit any Company Partner or Customer for any other Network Marketing business, unless that Partner or Customer was personally sponsored by such Partner.

The term "recruit" means actual or attempted solicitation, enrolment, encouragement, or effort to influence in any other way (either directly or through a third party), another Partner or Customer to enrol or participate in any Network Marketing opportunity. If at the time of enforcement of any provision of Sections 5.3.1, a court shall hold that the duration, scope, or area restriction of any provision herein is unreasonable under circumstances now or then existing, you and Company hereto agree that the maximum restricted period, scope or territory reasonable under the circumstances shall be substituted by the court for the stated duration, scope or area.

IF, IN THE OPINION OF AUCORA, A PARTNER HAS FAILED TO COMPLY WITH ANY OF THE PROVISIONS IN THIS SECTION 5.3, AUCORA RESERVES THE RIGHT TO, AT ITS SOLE DISCRETION, TAKE DISCIPLINARY ACTIONS, WHICH MAY INCLUDE, AMONG OTHER THINGS, REMOVING A PARTNER'S DOWNLINE ORGANISATION, RESCINDING QUALIFICATION FOR BONUSES AND STATUS ADVANCEMENT, CLAWING BACK COMMISSIONS, AND/OR TERMINATING A PARTNER'S AGREEMENT.

### 5.3.2 – Targeting Other Direct Sellers

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

### 5.3.3 – Privacy and Confidentiality

All Partners are required to abide by the Company's Privacy Policy with regard to Partner and Customer information.

## 5.3.4- The Data Management Rule

The Data Management Rule (the "Rule") is intended to protect the Line of Sponsorship (LOS) for the benefit of all Partners, as well as the Company. LOS information is information compiled by the Company that discloses or relates to all or part of the specific arrangement of sponsorship within the Company business, including, without limitation, Partner lists, sponsorship trees, and all Partner information generated therefrom, in its present and future forms. The Company LOS constitutes a commercially advantageous, unique, and proprietary trade secret ("Proprietary Information"), which it keeps proprietary and confidential and treats as a trade secret. Company is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by the Company and its Partners. Through this Rule, Partners are granted a personal, non-exclusive, nontransferable and revocable right by the Company to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies. The Company reserves the right to deny or revoke this right, upon reasonable notice to the Partner stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of the Company, such is necessary to protect the confidentiality or value of Proprietary Information. All Partners shall maintain Proprietary Information in strictest confidence and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof.

# 5.4 -Cross Sponsoring

Actual or attempted cross-group sponsoring is strictly prohibited. "Crossgroup sponsoring" is defined as the enrolment, indirect or otherwise, of an individual or entity that already has a current customer number or Partner Agreement on file with the LOS. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, National Insurance Numbers, or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a

Company business in accordance with the "Sale, Transfer or Assignment of the Company Business" Section of these Policies.

### 5.5 - Governmental Approval or Endorsement

Government regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Partners shall not represent or imply that the Company or its Compensation Plan have been "approved," "endorsed," or otherwise sanctioned by any government agency.

### 5.6 -Identification

All Partners are required to provide their National Insurance Number, Social

Security Number, Federal Employer Identification Number, or their Government Issued ID Number to the Company either on the Partner Agreement or at the Company's request. Upon enrolment, the Company will provide a unique Partner Identification Number to the Partner by which they will be identified. This number will be used to place orders and track commissions and bonuses.

### 5.7 – Income Taxes

Each Partner is responsible for paying all taxes on any income generated as a Partner. This responsibility lies solely with the Partner.

## 5.8 – Independent Contractor Status

You are an independent contractor. You are not an agent, employee, or joint venture with the Company. You may not represent yourself as anything other than a Partner. You have no authority to bind the Company to any obligation. You are responsible for paying your own self-employment taxes and other taxes required by law. You must obey any federal, state, government and local laws, as well as Company rules and regulations pertaining to your independent Company Business or the acquisition, receipt, holding, selling, distributing or advertising of Company's products, services or opportunity. Partners may not answer the telephone by saying "Aucora," or by any other manner that would lead the caller to believe that they have reached the Company's corporate offices. A Partner may only represent that they are a Company Partner. Therefore, all correspondence and business cards relating to or in connection with a Partner's Company business shall contain the Partner's name followed by the term "Partner."

### 5.9–Bonus Buying

Paying for the services solely for the purpose of collecting bonuses or achieving rank is prohibited.

### 5.10 – Stacking

Stacking is the unauthorised manipulation of the Company compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Partner in an unearned manner. One example of stacking occurs when a sponsor places participants under an inactive downline participant (who may not know or have any relationship with the clients) in order to trigger unearned qualification for commissioning. Another example of stacking is the manipulative placement of Partners within a downline organisation in order to trigger a promotion. Stacking is unethical and unacceptable behaviour, and as such, it is a punishable offence with measures up to and including the termination of the Partner's positions of all individuals found to be directly involved. To use the 'placement' feature of the company compensation plan, you must only place new enrolees under a sponsor who has achieved 300 in personal sales volume in the last 90 days, 'or' a sponsor who has personally enrolled 3 or more partners in the last 90 days. It is a punishable offence to place a new enrolee under a sponsor who has not met these requirements with measures up to and including the termination of the Partner's positions of all individuals found to be directly involved.

# 5.11 – One Aucora Business per Partner

A Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Company business. No individual may have, operate or receive compensation from more than one Company business. Individuals of the same family unit may each enter into or have an interest in their own separate Company businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

# 5.12 – Succession

Upon the death or incapacitation of a Partner, their business may be passed to a designated heir(s). Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever a Company business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Partner's marketing organisation provided the following qualifications are met. The successor(s) must:

• Execute a Partner Agreement;

- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Partner's rank/status;
- Provide the Company with an "address of record" to which all bonus and commission checks will be sent. Bonus and commission checks of a Company business transferred pursuant to this Section will be paid in a single check jointly to the successor(s).
- Form a business entity and declare their National Insurance Number. Company will issue all bonus and commission checks to the business entity.

5.13 – Sale, Transfer, or Assignment of a Aucora Business The sale, transfer or assignment of a Company business is prohibited.

### 5.14 – Separation of a Aucora Business

Company Partners sometimes operate their Company businesses as husband- wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the LOS. If the separating parties fail to provide for the best interests of other Partners and the Company in a timely fashion, the Company will involuntarily terminate the Partner Agreement.

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

- 1. One of the parties may, with consent of the other(s), operate the Company business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorise the Company to deal directly and solely with the other spouse or non- relinquishing shareholder, partner, or trustee.
- 2. The parties may continue to operate the Company business jointly on a "business-as-usual" basis, whereupon all compensation paid by the Company will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. The Company will never remove a party to a position from a Partner account without that party's written permission and

signature. Under no circumstances will the downline organisation of divorcing spouses or a dissolving business entity be divided. Under no circumstances will the Company split commission and bonus checks between divorcing spouses or members of dissolving entities. Company will recognise only one downline organisation and will issue only one commission check per Company business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Partner Agreement shall be involuntarily cancelled. If a former spouse has completely relinguished all rights in the original Company business pursuant to a divorce, they are thereafter free to enrol under any sponsor of their choosing without waiting six (6) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as a Partner. In either case, however, the former spouse or business affiliate shall have no rights to any Partners in their former organisation or to any former customer. They must develop the new business in the same manner as would any other new Partner.

### 5.15- Sponsoring

All Active Partners in good standing have the right to sponsor and enrol others into the Company opportunity. Each prospective customer or Partner has the ultimate right to choose their own Sponsor. If two Partners claim to be the Sponsor of the same new Partner or Customer, the Company shall regard the first application received by the Company as controlling, unless the enrolled Partner or Customer communicates otherwise.

# SECTION 6 – RESPONSIBILITIES OF PARTNERS

6.1 – Change of Address, Telephone, Email-Address To ensure timely communications, delivery of support materials and commission checks, it is critically important that the Company's files are current. Partner's planning to move or change their email address must submit an amended Partner Agreement complete with the new information.

6.2 – Sponsoring Partner Responsibilities

## 6.2.1 – Initial Training

Any Partner who sponsors another Partner into the Company opportunity must perform a bona fide assistance and training function to ensure that their downline is properly operating their Company business. Partners must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Partners before the applicant signs a Partner Agreement.

# 6.2.2 – Ongoing Training Responsibilities

Partners who sponsor another partner into the business are required to keep in regular contact with that partner(s) and keep them informed with company news and updates.

### 6.3 - Non-Disparagement

Partners must not disparage, demean, or make negative remarks about the Company, other Company Partners, Company's products or services, the Compensation plan, or Company's owners, board members, directors, officers, or employees. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by the Company.

# 6.4 - Reporting Policy Violations

Partners observing a Policy violation by another Partner should submit a written report of the violation directly to the attention of the Company Compliance department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

# SECTION 7 – COMMISSIONS AND REFUND POLICY

7.1 – Bonus and Commission Qualifications

In order to qualify to receive commissions and bonuses, a Partner must be in good standing and comply with the terms of the Agreement and these Policies.

# 7.2 – Errors or Questions

If a Partner has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Partner must notify the Company in writing within 30 days of the date of the purported error or incident in question. Company will not be responsible for any errors, omissions, or problems not reported to the Company within 30 days.

# 7.3 – Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrolment of individuals or entities without the knowledge of and/or execution of a Partner Agreement by such individuals or entities; (b) the fraudulent enrolment of an individual or entity as a Partner or Customer; (c) the enrolment or attempted enrolment of non-existent individuals or entities as Partners or Customers ("phantoms"); (d) purchasing Company products or services on behalf of another Partner or Customer, or under another Partner's or Customer's ID number, to qualify for commissions or bonuses; 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 user consumers.

# 7.4 – Refund Policy

For both Customers and Partners alike, the Company offers a 30-day guarantee on all initial fees paid to the company. All subsequent fees are nonrefundable. When a refund is requested the bonuses and commissions attributable to the refunded service will be deducted from said Partner who received bonuses or commissions on such sales. Partners will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered. SECTION 8 – DISCIPLINARY SANCTIONS

Violation of the Agreement, these Policies, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct or any act or omission by a Partner that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Partner's Company business), may result, at Company's sole discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Partner to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;

- Withholding from a Partner all or part of the Partner's bonuses and commissions during the period that the Company is investigating any conduct allegedly contrary to the Agreement. If a Partner's business is cancelled for disciplinary reasons, the Partner will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Partner Agreement for one or more pay periods;
- Involuntary termination of the offender's Partner Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which the Company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Partner's policy violation or contractual breach;
- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of the Company.

# SECTION 9 - WARRANTIES AND LIMITATIONS OF LIABILITY

### 9.1 RETURN POLICY: GUARANTEE AND SALES AIDS Aucora offers a one hundred percent (100%) thirty (30) day money back guarantee for all Customers. If a Customer purchased a product and is not satisfied with the product, the Customer may request a refund. Customer must return product within 30 days of receipt.

Aucora offers a Partner the right to request a refund on the fee associated with the enrolment kit if he, she or it submits such request and a notice to cancel within fourteen (14) business days from the date of purchase. If the enrolment kit is returned with resalable products then a refund will be given including shipping and handling fees. FOR CLARITY, THE ENROLMENT KIT MAY BE OPENED BUT THE PRODUCTS INSIDE MUST NOT BE. Refunds will not be given for partially returned enrolment kits. Partners are responsible for any fees associated with the return of the enrolment kit. Upon cancellation or termination of a Partner Agreement, the Partner may return all generic sales aids purchased within ninety (90) days from the date of cancellation for a refund if he, she or it is unable to sell or use the merchandise. A Partner may only return sales aids if he, she or it personally purchased from the Company under his, her or its Partner Identification Number, and which are in Resalable Condition. Any custom orders of printed sales aids (i.e., business cards, brochures, etc.) whereon the Partner's contact information is imbedded or hard printed, or has been added by the Partner, are not able to be returned in Resalable Condition and is thus non refundable.

Upon the Company's receipt of the products and sales aids, the Partner will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s). If the purchases were made through a credit card, the refund will be credited back to the same credit card account. The Company shall deduct from the reimbursement paid to the Partner any commissions, bonuses, rebates or other incentives received by the Partner which were associated with the merchandise that is returned.

Aucora Products are considered to be in "resalable condition" only if they meet all of the following requirements:

- (a) The items are unopened and unused;
- (b) The packaging and labelling are current and have not been altered or damaged;
- (c) The items and their packaging are in such condition that it is commercially reasonable within the trade to sell the items at full price, and;
- (d) The items, at the time of purchase, are not identified as non-returnable.

Aucora reserves the right, in its sole discretion, to determine if returned items meet the above criteria.

### 9.2 Return Process

- 1. All returns, whether by a Customer/Partner, must be made as follows:
- 2. Obtain Return Merchandise Authorisation ("RMA") from Aucora
- 3. Ship items to the address provided by the Company Customer Service Department when you are given your RMA.

- 4. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
- 5. All returns must be shipped to Aucora pre-paid, as the Company does not accept shipping collect packages. Aucora recommends shipping returned product with tracking and insurance as risk of loss or damage in shipping of the returned product shall be borne solely by the Customer or Partner. If returned product is not received at the Company Distribution Centre, it is the responsibility of the Customer/Partner to trace the shipment and no credit will be applied.

A Partner's return of £500 or more of products accompanied by a request for a refund within one (1) calendar year may constitute grounds for involuntary termination.

Company warrants to Partners that the Company products and services as and when delivered by the Company shall be free from material defects. Company's sole obligation to Partners, and Partners' sole and exclusive remedy, for breach of this warranty shall be to return any defective Company products and receive a replacement or refund.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE COMPANY PRODUCTS OR SERVICES, THE SALES PROGRAM, COMPANY MARKETING MATERIALS, COMPANY BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THE PARTNER AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMAN LIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

#### 9.3 – Limitation of Liability

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A PARTNER OR THE COMPANY (INCLUDING ANY OF ITS RELATED PARTIES) BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE,

HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE PARTNER AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE COMPANY SERVICES, THE PROGRAM, COMPANY MARKETING MATERIALS OR COMPANY BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTNER OR THE COMPANY (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION. SECTION 10 – EFFECT OF CANCELLATION

#### 10.1 Effects of Cancellation

So long as a Partner remains active and complies with the terms of step the Partner Agreement and these Policies, Company shall pay commissions to such Partner in accordance with the Compensation Plan. A Partner's bonuses and commissions constitute the entire consideration for the Partner's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organisation). Following a Partner's non-continuation of their Partner Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of their Partner Agreement (all of these methods are collectively referred to as "Cancellation"), the former Partner shall have no right, title, claim or interest to the downline organisation which they operated, or any commission or bonus from the sales generated by the organisation. Partners waive any and all rights, including, but not limited to, property rights, in the downline which they may have had. Following a Partner's cancellation of their Partner Agreement, the former Partner shall not hold him or herself out as a Company Partner and shall not have the right to sell Company products or services. A Partner whose Partner Agreement is cancelled shall receive commissions and bonuses only for the last full pay period they worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A Company participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted via email to the Company. The written notice must include the Partner's signature, printed name, address, and Partner ID Number.

### 10.2 Inactivity

A Partners account will be suspended if the Partner hasn't had any personal sales in a 6 month rolling period. If the partner does not put an order through within 3 months of being suspended they will be terminated.

# SECTION 11 ARBITRATION

All controversies, disputes or claims arising out of or relating to this Agreement, another Partner, a former Partner, a Aucora Business, any officers, directors, agents, or employees of those parties, Aucora, Aucora Affiliates, any parent, subsidiary, related company, affiliate, predecessor or successor of Aucora or any of their directors, officers, employees, shareholders, trustees, agents and legal representatives, Aucora Products or an Independent Partner's rights and obligations as an Independent partner, shall be settled by binding arbitration. Unless all parties to the arbitration otherwise agree, the arbitration shall be held before a single arbitrator. Arbitrator candidates must have at least five years' experience as a judge or as a full-time ADR professional with experience in commercial arbitration. The arbitration shall be commenced and conducted in accordance with the commercial arbitration rules. If there is a conflict between the arbitration rules and this Section, this Section shall apply. Demand for arbitration shall be made within two (2) years after the claim arose (that being from the date of the alleged conduct giving rise to the cause of Action), but in no event after the date when the initiation of legal proceedings would have been barred by the applicable statute of limitations. The agreement to arbitrate is reciprocal and binds Aucora, other Independent partners, and former Independent partners. Although this Agreement is made and entered into between you and Aucora, Affiliates of Aucora are intended third party beneficiaries for purposes of the provisions of this Agreement referring specifically to them, including this agreement to arbitrate. The agreement to arbitration shall survive the termination or expiration of this Agreement. All arbitration proceedings and any award shall be kept confidential.

The arbitrator, and not any court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this arbitration agreement is void or voidable. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Nothing in this Agreement shall prevent Aucora, without the necessity of posting a bond or security, from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Aucoras' interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

The parties mutually waive any right to assert any dispute as a class, collective, or representative Action, or to participate in any Dispute asserted as such. The parties agree that if the class Action waiver is found to be void or unenforceable for any reason, any motion to have the dispute certified as a class Action, and any ensuing class Action should it be certified, must be heard and disposed of only by a court, and not by an arbitrator. Class Action claims cannot be submitted to arbitration under any circumstances.

# SECTION 12 – DEFINITIONS

AGREEMENT: The contract between the Company and each Partner; includes the Partner Agreement, the Company Policies and Procedures, and the Company Compensation Plan, all in their current form and as amended from time to time by the Company in its sole discretion. These documents are collectively referred to as the "Agreement."

CANCEL: The termination of a Partner's business. Cancellation may be either voluntary or involuntary.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Partners can generate commissions and bonuses.

CUSTOMER: A Customer who purchases Company products or services and does not engage in building a business or selling the service and does not complete a Partner Agreement Application.

PARTNER: An individual who completes the Partner Agreement Application, pays the enrolment fee, and generates sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by the Company that provides critical data relating to the identities of Partners, sales information and enrolment activity of each Partner's organisation. This report contains confidential and trade secret information which is proprietary to the Company. ORGANISATION: The Customers and Partners placed below a particular Partner.

OFFICIAL COMPANY MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by the Company to Partners. PLACEMENT: Your position inside your Sponsor's organisation. RECRUIT: For purposes of Company's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrolment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Company Partner or Customer to enrol or participate in another multilevel marketing, network marketing, or direct sales opportunity. SPONSOR: A Partner who enrols a Customer or another Partner into the Company, and is listed as the Sponsor on the Partner Agreement. The act of enrolling others and training them to become Partners is called "sponsoring." UPLINE: This term refers to the Partner or Partners above a particular Partner in a sponsorship line up to the Company. It is the line of

sponsors that links any Partner to the Company. Last Revised: December 12, 2023