



**BIO BLASTING POLICIES & PROCEDURES**

**UNITED STATES OF AMERICA**

**EFFECTIVE DATE: January 1, 2025**

## **1. BIO BLASTING INC. & ITS BRAND PARTNERS**

All Bio Blasting names, marks, logos, product names, trade dress, and digital content are proprietary. Brand Partners may not register or use domains, social media handles, or hashtags incorporating Bio Blasting trademarks without prior written approval. Alleged copyright or trademark infringements should be reported to [compliance@bioblasting.com](mailto:compliance@bioblasting.com) and will be addressed consistent with the DMCA.

### **1.1 Purpose**

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

### **1.2 The Agreement**

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

All earnings, lifestyle, or success statements must be truthful, not misleading, and accompanied by a clear disclaimer that results vary. Any depiction of income must reflect Bio Blasting’s official disclosures. Partners may not imply guaranteed income or typicality without substantiation.

### **1.3 Effective Date**

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

### **1.4 Global/Localized**

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

### **1.5 Bio Blasting Code of Ethics**

#### **1.5.1 Atmosphere:**

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

#### **1.5.2 Disagreements:**

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

Paid-as Consultant 1s and higher may receive a percentage on the Commissionable Volume (CV) from the sales of their downline through two (2) levels. The percentages and number of levels that a consultant receives is based on their Paid-as Title and is regardless of the title of the people below them. If a consultant is inactive or unqualified, then that Level Bonus will not roll

upline.

Each Brand Partner agrees to indemnify, defend, and hold harmless Bio Blasting, Inc., its officers, directors, employees, and affiliates from any claim, investigation, or expense (including reasonable attorneys' fees) arising from their actions, statements, or violations of these Policies & Procedures or applicable law. Bio Blasting shall not be liable for delays or failure in performance caused by events beyond its reasonable control, including natural disasters, pandemics, supply chain disruptions, changes in law or regulation, or government orders. These Policies & Procedures are governed by the laws of the State of New Jersey. Subject to the arbitration clause, disputes shall be resolved exclusively in Atlantic County, New Jersey.

#### **1.5.3 Honesty:**

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

All Brand Partners must comply with Federal Trade Commission (FTC) requirements and all applicable consumer protection laws. Claims about disinfectant performance, health outcomes, or safety must be strictly limited to Bio Blasting, Inc. approved materials. Social media posts, digital ads, and influencer content must disclose any material connection to Bio Blasting and include all legally required disclosures.

#### **1.5.4 Consequences:**

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

#### **1.5.5 Compliance with Laws & Regulations:**

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

#### **1.5.6 Reporting Improper Conduct:**

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

### **1.6 Term & Renewal**

#### **1.6.1 Term:**

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

#### **1.6.2 Renewal:**

Each year, a Brand Partner must renew the Agreement by reaffirming the terms of the most current Brand Partner Agreement on or before the anniversary date. A non-refundable \$25 annual renewal fee is required at the time of renewal. If not renewed within thirty (30) days after the current term expires, the Agreement will be terminated. Renewal can be completed through the prompt in the Account Back Office.

Bio Blasting may suspend or terminate a Brand Partner immediately for material violations. Remedies may include withholding or forfeiting commissions, clawback of bonuses, terminating accounts, and seeking damages. Obligations concerning confidentiality, indemnification, dispute resolution, and intellectual property survive termination.

### **1.7 Brand Partner Rights**

Once a Brand Partner's Agreement has been accepted by Bio Blasting Inc., the benefits of the Agreement will be available to the Brand Partner as long as the Brand Partner is not in breach of the Agreement. These benefits include the right to:

- (a) sell Bio Blasting Inc. Products in accordance with the Agreement;
- (b) participate in the Compensation Plan and if eligible, receive commissions and benefits;
- (c) Sponsor other individuals to become Brand Partners;
- (d) receive periodic Bio Blasting literature and other Bio Blasting communications;
- (e) participate in Bio Blasting-sponsored support, service, training, motivational, and recognition functions (upon payment of appropriate charges, if applicable and legally permissible); and
- (f) participate in promotional and incentive contests and programs sponsored by Bio Blasting Inc.

Consultants will receive a Personal Sales Commission on their personal purchases and their customers' purchases during the month. They do not receive this on purchases made by their Commercial Accounts (they receive a Level 1 on CV from Commercial Accounts.) The percentage they receive is based on their PV for the period and the bonus is paid on the Net Retail Value.

### **1.8 Independent Contractor**

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

### **1.9 Company Use of Information**

By submitting a Brand Partner Application that is accepted by Bio Blasting Inc., the Brand Partner consents to allow Bio Blasting Inc., its affiliates, and any related company to:

- (a) process and utilize the information submitted in the Brand Partner Application (as amended from time to time) for purposes related to the Bio Blasting Inc. business; and
- (b) disclose, now or in the future, such Brand Partner information to companies which Bio Blasting Inc. may, from time to time, deal with to process commissions, credit cards, and orders and to deliver information to a Brand Partner to improve its marketing, operational, and promotional efforts. A Brand Partner has the right to access its personal information and submit updates through its Account in the Back Office.

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## **2. DEFINITIONS**

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

### **2.1 Account**

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

### **2.2 Application (Also the "Terms & Conditions")**

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

### **2.3 Authorized Countries**

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

### **2.4 Binary Placement Tree**

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

### **2.5 Bonus & Commissions**

The Bonus and Commissions are defined in the Compensation Plan and are referred to as "Commissions."

## **2.6 Brand Partner**

A Brand Partner is a person or legal entity who successfully applies for a Bio Blasting Inc. Account by agreeing to the Agreement and meeting all other requirements.

## **2.7 Country of Residence**

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

## **2.8 Customer**

The Customer is a person who is not a Brand Partner and purchases Bio Blasting Inc. products.

## **2.9 Enroller Tree**

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

## **2.10 Bio Blasting Inc. Network**

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

## **2.11 Line of Sponsorship**

The Line of Sponsorship is created when a Brand Partner personally enrolls a new Brand Partner in their Enroller Tree, forming a new link in the Sponsorship network. The Line of Sponsorship grows as new Brand Partners continue to enroll others. For 2025, Brand Partners are limited to enrolling a maximum of 10 new joiners.

## **2.12 Non-circumvention**

Non-circumvention, as used in 3.6.1.2, is the attempt to get around or bypass the change of Sponsor rules in 5.5 or the waiting rules in 3.13.

## **2.13 Not-For-Resale (NFR)**

Not-For-Resale is described in section 4.11.2.

## **2.14 Sponsor**

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

## **2.15 Upline**

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

# **3. APPLICATION PROCESS & ACCOUNT MANAGEMENT**

## **3.1 Enrollment**

To become a Brand Partner, the applicant must:

- (a) be at least 18 years of age (or the minimum age required in the country of enrollment) if an individual, or if a legal entity, be properly registered and in good standing in the registered business jurisdiction;
- (b) Be authorized to engage in direct sales in their Country of Residence. At this time, they must be a legal citizen of the United States.
- (c) provide a valid government-issued identification number (e.g., passport, tax ID, etc.);
- (d) submit a truthfully completed Agreement (electronic or paper copy) that has a unique email address and phone number and that is accepted by Bio Blasting Inc.; and

### **3.1.1 Revocation:**

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

### **3.1.2 Inaccurate Information:**

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

### **3.1.3 Minors & Incompetent Persons:**

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

### **3.1.4 Electronic Enrollment:**

#### **3.1.4.1 Signature & Consent.**

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

#### **3.1.4.2 Agreement & Electronic Record.**

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

#### **3.1.4.3 Forms & Transactions.**

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

#### **3.1.4.4 Delivery.**

Electronic Records may be delivered in several formats across various digital channels. Mainstream digital channels include e-mail, SMS text, FTP, SFTP, cloud-based file storage, and fax. Electronic Records may be accessed through the Back Office online or by mobile app.

#### **3.1.4.5 Equipment & Software.**

To access Electronic Records, a Brand Partner will need the following hardware and software: A Personal Computer ("PC") with a modem, Wi-Fi, or other Internet access device; operational Internet browser software (e.g., Microsoft Edge, Internet Explorer, Google Chrome, etc.); and access to an email account to receive notices and updates.

#### **3.1.4.6 Withdrawing Consent.**

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

### **3.2 Notice of Changes**

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

### **3.3 Beneficial Interest**

#### **3.3.1 One Account:**

A Brand Partner may have a beneficial interest in only one Account. "Beneficial Interest" means the right to direct, control, own, participate in, or be the beneficiary of the direction, control, ownership, or participation of another person on the Bio Blasting Inc. Account. This means that Brand Partners of the same household and principals in a legal entity, including partners and principals of the entity, cannot have a Beneficial Interest in more than one Account.

#### **3.3.1.1 Indicia of a Beneficial Interest:**

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

#### **3.3.1.2 Household:**

Household means all individuals who are living at or doing business at the same address, and/or who are related by marriage, domestic partnership, or who are living together as a family unit or in a family-like setting. Exceptions may be allowed for specific circumstances, such as for spouses who married before the effective date of these Policies & Procedures. All Brand Partners who share the same address must be within the same Line of Sponsorship. Multi-generational families living at the same address must operate as separate Accounts according to the separate indicia in **3.3.1.1**.

### **3.3.2 Attribution Actions by Household Brand Partners:**

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

A consultant must maintain at least \$100 Personal Volume (PV) to be considered Active for that period. If a consultant is not active in the period, they receive no commissions from their downline. However, they will receive personal retail commissions from their client purchases even if they are not Active. A consultant's customer purchases will accrue to the consultant's PV and count toward Active status.

## **3.4 Legal Entities**

### **3.4.1 Proof of Status:**

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

### **3.4.2 Trusts:**

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

### **3.4.3 Sole Proprietors & Other Entities:**

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

### **3.4.4 Business Entity Registration Form:**

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

### **3.4.4 Beneficial Interest in Another Bio Blasting Inc. Account:**

No principal shall hold a Beneficial Interest in another Bio Blasting Inc. Account. See section 3.3.

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## **3.5 Adding or Removing Persons to an Account After Enrollment**

### **3.5.1 Adding a New Brand Partner Who is Not a Spouse:**

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

#### **3.5.1.1 Request Denial:**

The request will not be granted if the co-applicant has a Beneficial Interest in another Brand Partnership or is subject to the waiting requirement in section 3.13.

#### **3.5.1.2 Non-circumvention:**

To prevent the circumvention of 3.5.1 and 5.5, the original applicant must remain a party to the original Agreement once a co-applicant is added; however, if the original Brand Partner wants to terminate their relationship with Bio Blasting Inc., the Co-Brand Partner must submit a "Request to Transfer / Add Co-Applicant Form" (found in the Back Office) and comply with Section 3.13. If this is not followed, then Bio Blasting Inc. may terminate the Agreement upon withdrawal of the original Brand Partner.

#### **3.5.1.3 Add New Principal:**

If a Business Entity wishes to add a new principal, it must adhere to the transfer requirements of Section 3.10.

#### **3.5.1.4 Brand Partnership Status Changes:**

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

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### **3.6 Resignation of a Co-Brand Partner**

When a Co-Brand Partner desires to resign from the Account and terminate its relationship with Bio Blasting Inc., the Company requires a completed “Removal of Co-Brand Partner Request Form” from the departing Brand Partner and a new Agreement containing only the remaining Brand Partner’s information and signature. In addition, the resigning Co-Brand Partner is subject to the waiting requirements of section 3.13.

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### **3.7 Change in Form of a Legal Entity**

A Brand Partner that is a legal entity and desires to change to another type of legal entity may do so if the Beneficial Interests in the legal entity do not change. All Beneficial Interest holders of the former legal entity must confirm with a notarized, or other form of authenticated signature, that they agree to the change. Also, an amended Brand Partner Agreement must be signed. A processing fee will be charged (see Appendix A.8). Members of the former entity are jointly and severally liable for any indebtedness or other obligations to Bio Blasting.

### **3.8 Transfers Involving a Spouse (As a Co-Brand Partner) Or a Closely Held Company**

#### **3.8.1 Individuals:**

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

#### **3.8.2 Company:**

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

#### **3.8.3 Transfer Requirements:**

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

##### **3.8.3.1 Add a Spouse:**

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

##### **3.8.3.2 Remove a Spouse:**

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

##### **3.8.3.3 Transferring Legal Entity:**

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

##### **3.8.3.4 Transferring Legal Entity to Individual (And Spouse):**

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

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### **3.9 Changes in a Brand Partner’s Personal Status**

#### **3.9.1 Divorce & Entity Dissolution:**

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



#### **3.9.1.1 Waiting Requirement:**

A former spouse/cohabitating individual who was a Co-Brand Partner is subject to the waiting period of section 3.13 for re-application. Bio Blasting Inc. may, in its discretion, waive some or all of the waiting period.

#### **3.9.2 Death:**

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

For purposes of this Bridge Plan, we are using only one title, which is the Paid-as Title.

#### **3.9.2.1 Payments**

Commission payments of a Bio Blasting Inc. Accounts transferred according to this section will be paid in a single payment to the successor.

#### **3.9.2.2 Joint Successors**

If the Account is bequeathed to more than one heir, the heirs must either become co-applicants or form a business entity and submit the documentation required for companies in section 3.4.

#### **3.9.2.3 Existing Brand Partner**

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

#### **3.9.3 Incapacity**

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

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### **3.10 Bio Blasting Inc. Account Transfers**

#### **3.10.1 Approval Required**

An Account is a key element of the Bio Blasting Inc. business and is therefore a protected, proprietary asset owned by the Company. To obtain approval for an Account transfer, the seller and buyer must submit the following to the Member Success Department for review and approval:

- (a) a fully signed purchase and sale agreement between the buyer and seller;
- (b) a completed and signed Brand Partner Application and Agreement from the Buyer;
- (c) a completed Account Transfer form.

Bio Blasting Inc. may request additional documentation that may be necessary to analyze the transaction between the buyer and seller. The Member Success Department will, in its sole and absolute discretion, approve or deny the sale, transfer, or assignment after its receipt of all necessary documents from the parties.

#### **3.10.2 Additional Requirements**

##### **3.10.2.1 Selling Brand Partner Account Payment**

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

##### **3.10.2.2 Good Faith Offer from Potential Buyer**

The selling Brand Partner must have received a good faith offer from the potential buyer and is subject to section 3.12.

##### **3.10.2.3 Buyer Eligibility**

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

#### **3.10.2.4 Debt Obligations of Selling Party**

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

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### **3.11 Prohibited Transfers**

#### **3.11.1 Change in Line of Sponsorship**

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

#### **3.11.2 To A Former Brand Partner Within the Waiting Period**

A transfer is prohibited if the transfer would be to a former Brand Partner who is still subject to the waiting period in section 3.13.

#### **3.11.3 Circumvention & Manipulation**

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

#### **3.11.4 Transferring to & Obtaining Ownership of Separate Account**

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

#### **3.11.5 Brand Partner Joins Another Direct Sales Company**

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

#### **3.11.6 Recruiting Tool for Potential Brand Partners**

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

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### **3.12 Right of First Refusal**

All offers for the sale or transfer of ownership of an Account are subject to the rights of first refusal as described herein, except that such rights shall not apply to transfers made under sections 3.7, 3.8, and 3.9.

#### **3.12.1 Procedures:**

If a Brand Partner receives a Good Faith Offer (as hereinafter defined) to purchase his/her interest in a Brand Partnership, the Brand Partner shall first offer to sell such interest to Bio Blasting Inc. on the same terms and conditions contained in the Good Faith Offer. The Brand Partner shall deliver the Good Faith Offer in writing to Bio Blasting Inc., and Bio Blasting Inc. shall have fifteen (15) business days in which to accept the offer. A "Good Faith Offer" is an arm's length written offer to purchase the Account rights and obligations by a Person that is not a Brand Partner, which Bio Blasting Inc., in its sole discretion, determines to be a legitimate offer. Evidence of a legitimate offer may include but is not limited to cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such Account rights and obligations.

#### **3.12.2 Subsequent Good Faith Offers:**

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

#### **3.12.3 Voidable Sales; Assumption of Obligations:**

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

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### **3.13 Waiting Rule for Reapplying**

#### **3.13.1 Waiting Period:**

If a Brand Partner cancels, resigns, or is involuntarily terminated, they may request reinstatement at any time, but if approved, they will be reinstated under their original sponsor without their previous downline or title, effectively becoming a new Brand Partner. If they wish to join under a different sponsor, they must wait a minimum of six (6) months after termination before reapplying, starting as a new Brand Partner without their former downline and title. This policy helps maintain the integrity of the Line of Sponsorship for all Brand Partners.

#### **3.13.2 Tolling of Waiting Period:**

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

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### **3.14 Termination Through Inactivity**

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

## **4. BRAND PARTNER RESPONSIBILITIES & BUSINESS PRACTICES**

### **4.1 Ethics**

A Brand Partner agrees to comply with the Bio Blasting Inc. Code of Ethics in section 1.5.

#### **4.1.1 Reporting Unethical Behavior:**

Brand Partners observing a policy violation by another Brand Partner should submit a written report of the violation to the Member Success team at [compliance@bioblasting.com](mailto:compliance@bioblasting.com). The email must include the Brand Partner's name and User ID. Anonymous complaints will not be accepted under any condition. No telephone calls, texts, or in-person/non-written conversations will be accepted with such matters, as documentation must be presented in writing from both the complaining party(ies) and ultimately from the individual(s) cited for the policy violation. Details of the incident, such as dates, number of occurrences, persons involved, witnesses, and any other supporting documentation, should be included in the report. Purposeful or reckless submission of false information, especially information designed to disparage or harm a Brand Partner, Customer, or Employee, shall be considered a violation of these terms, and Bio Blasting Inc. may subject the submitting Brand Partner to sanctions.

#### **4.1.2 Negative or Disparaging Remarks & Activities:**

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

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

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

#### **4.1.4 Personal Information of Other Brand Partners:**

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

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### **4.2 Authorization to Use Name & Likeness**

By entering into the Agreement, a Brand Partner grants Bio Blasting Inc. and its affiliates and agents the absolute, perpetual, and worldwide right and license to use, record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes its name, photograph, likeness, voice, testimony, biographical information, image, and other information related to Brand Partner's business with Bio Blasting Inc. (collectively the "Likeness") in marketing, promotional, advertising, and training

materials, whether in print, radio, television broadcasts (including cable and satellite transmissions), audio, or videotapes on the Internet or in other media (“Publicity Materials”) for an unlimited number of times, without compensation, in perpetuity. Brand Partner waives any right to inspect or approve any Publicity Materials including or accompanying its Likeness. A Brand Partner further releases Bio Blasting Inc. from any liability or obligation that may arise as a result of the use of its Likeness including, without limitation, claims for invasion of privacy, infringement of right of publicity, defamation, and any other statutory claim. A Brand Partner may withdraw its authorization of any use of its Likeness that has not already been publicized by providing written notice to Bio Blasting Inc. A Brand Partner agrees that any information given by the Brand Partner, including its testimonial, is true and accurate.

Brand Partners must comply with applicable data protection laws, including CCPA/CPRA and, where applicable, GDPR. Personal data must be used only for authorized business purposes, safeguarded appropriately, and any suspected breach must be reported to Bio Blasting immediately.

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#### **4.3 Independent Contractor Status**

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

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

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

#### **4.5 Contacting Medical Facilities & Personnel**

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

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#### **4.6 Limitations On Promoting Other Business Opportunities**

##### **4.6.1 Participation / Non-Competition:**

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

##### **4.6.2 Operate Separately:**

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

##### **4.6.2.1 Promoting BioBlasting Inc. in Conjunction with Non-BioBlasting Inc. Business:**

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

##### **4.6.2.2 Brand Partner Promoting Non-BioBlasting Inc. Direct Sales Business:**

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

##### **4.6.2.3 Production of Other Opportunity Literature, Recordings, or Promotional Material:**

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

#### **4.6.2.4 Activities to Draw Inquiries to Other Opportunity:**

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

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#### **4.6.3 Limitations on Presidential Directors:**

##### **4.6.3.1 Presidential Director Income & Promotion:**

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

##### **4.6.3.2 Brand Partners Featured by Other Companies:**

Brand Partners who achieve a senior leadership rank shall not permit themselves to be featured in promotional materials for other companies, including but not limited to company videos, on-stage presentations, awards ceremonies, promotional ads or flyers, leadership calls, etc. Any breach of this section could lead to the immediate suspension and/or termination of the Brand Partner's Account.

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#### **4.7 Unfair Competition**

##### **4.7.1 Prohibited Activity While a Brand Partner:**

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

##### **4.7.1.1 Cross-Sponsoring:**

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

##### **4.7.1.2 Line Switching:**

Line Switching means applying for and being granted a new Account (a) when already a Brand Partner, (b) when holding a Beneficial Interest in another Account; and/or (c) when still subject to the waiting period in section 3.13.

##### **4.7.1.3 Enticement:**

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

##### **4.7.1.4 Fictitious Information:**

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

##### **4.7.1.5 Remedies for Breach:**

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

##### **4.7.2 Restrictions After Termination:**

For twelve (12) calendar months following termination of the Agreement or such greater period as may be legally enforceable, a Brand Partner shall not recruit any other Brand Partner or Customer to participate in another direct selling company. **Brand**

**Partner and Bio Blasting Inc.** acknowledge that because direct selling is conducted through networks of independent contractors in many countries, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provisions herein would render it wholly ineffective. Therefore, each agrees that this non-solicitation provision shall apply to all markets where **Bio Blasting Inc.** ships Products or conducts business, whether through direct selling, e-commerce, or otherwise. This subsection shall survive termination of the Agreement.

#### **4.8 Product Claims**

##### **4.8.1 No Disease Claims:**

A Brand Partner shall not make any statements that claim Bio Blasting products will diagnose, treat, cure, prevent, or mitigate any medical conditions or diseases, nor shall the Brand Partner make any unauthorized representations regarding Bio Blasting or any Bio Blasting products.

##### **4.8.2 Permitted Product Claims:**

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

##### **4.8.3 Responsibility for Unapproved Product Claims:**

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

#### **4.9 Income, Lifestyle & Opportunity Claims**

##### **4.9.1 Truthful & Not Misleading:**

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

##### **4.9.2 Prohibited & Permissible Claims:**

###### **4.9.2.1 Income Claim & Earnings Representation.**

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

###### **4.9.2.2 Income & Lifestyle Claims.**

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

###### **4.9.2.3 Displaying Commission Payments & Income Claims.**

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

###### **4.9.2.4 Image of Cash Rewards.**

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

###### **4.9.2.5 Lifestyle & Income Claims.**

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

#### **4.10 Governmental Endorsement Claims**

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

#### **4.11 International Sales & Marketing**

##### **4.11.1 Authorized Countries:**

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

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

#### **4.11.2 NFR Markets:**

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

#### **4.11.3 No Registration:**

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

##### **4.11.3.1 Right to Receive Commissions.**

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

##### **4.11.3.2 Conducting Business Internationally.**

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

#### **4.11.4 No Premarketing Activity:**

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

#### **4.12 Intellectual Property**

##### **4.12.1 Using Intellectual Property for Promotion:**

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

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

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

##### **4.12.3 Assets Utilizing Bio Blasting Intellectual Properties:**

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

#### **4.13 Bio Blasting Brand Partner Lists, Confidential Information & Trade Secrets**

##### **4.13.1 Lists:**

###### **4.13.1.1 Purpose.**

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

#### **4.13.1.2 Purpose.**

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

#### **4.13.2 Non-disclosure:**

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

#### **4.13.3 Additional Restrictions:**

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

##### **4.13.3.1 Disclose Report Information.**

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

##### **4.13.3.2 Disclose Password.**

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

##### **4.13.3.3 Compete with Bio Blasting.**

Use the information to compete with Bio Blasting or for any purpose other than promoting the Brand Partner's Bio Blasting Business.

##### **4.13.3.4 Recruiting.**

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

#### **4.13.4 Return Lists Upon Termination:**

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

#### **4.13.5 Breach:**

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

#### **4.13.6 Confidential Information:**

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

#### **4.14 Sale of Products**

##### **4.14.1 Sales Presentations:**

###### **4.14.1.1 Identity.**

At sales presentations, Brand Partners shall truthfully identify themselves, the Bio Blasting Products, and the purpose of their business to prospective Customers. Brand Partners may not use any misleading, deceptive, or unfair sales practices. Explanation and demonstration of Products offered shall be accurate and complete in all aspects, including, but not limited to, price, terms of payment, refund rights, guarantees, and after-sales services and delivery.

###### **4.14.1.2 Contact.**

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



#### **4.14.1.3 Respect Consumers.**

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

#### **4.14.1.4 Representation of Other Companies & Products.**

Brand Partners shall not directly or by implication disparage any other company or Product. Brand Partners shall refrain from using comparisons that are likely to mislead and that are incompatible with the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts that can be substantiated.

#### **4.14.1.5 Content.**

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

#### **4.14.1.6 Facility Fees.**

When renting a facility for a meeting, any fee charged to attending Brand Partners and their guests shall be limited to what is reasonably necessary to cover the direct costs of the meeting. Such meetings are not intended to provide a profit to Brand Partners.

### **4.15 Trade Shows**

#### **4.15.1 Trade Shows:**

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

#### **4.15.2 Return of Tradeshow Products:**

Products purchased for trade shows and other events are non-returnable and non-refundable. Brand Partners must establish the number of products they will be purchasing for the event. This will be subsequently verified utilizing the Brand Partner's order history at the time of or after the event. Brand Partners hosting the event must purchase products to be used/sold at the event on their Account and may not purchase such products on other Accounts. Brand Partners shall manage their inventory for such events to minimize overstock.

### **4.16 Sales to Customers**

#### **4.16.1 Sales:**

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

#### **4.16.2 Resale:**

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

### **4.17 Suggested Retail Price**

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

### **4.18 Alternate Channels of Sale: Service & Retail Establishments**

#### **4.18.2 Retail Establishments:**

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

### **4.19 Other Business Practices**

#### **4.19.1 Company Recordings**

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

#### **4.19.2 Media Inquiries:**

To ensure accuracy and consistency of information, a Brand Partner who receives any inquiry from the press or other media regarding any aspect of Bio Blasting, its products, or Brand Partnerships should immediately refer such inquiry to Bio Blasting at [compliance@bioblasting.com](mailto:compliance@bioblasting.com).

#### **4.19.3 General Training Fees:**

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

#### **204.19.4 Toll-Telephone Numbers:**

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

#### **4.19.5 Telephone Answering:**

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

#### **4.19.6 Revised Company Literature:**

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

### **5. SPONSORING**

#### **5.1 Sponsoring**

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

##### **5.1.1 No Rights to Other Accounts:**

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

##### **5.1.2 Prohibited Activity in Downline Accounts:**

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

### **5.2 Personal Data of Customers & Other Bio Blasting Brand Partners**

#### **5.2.1 Duty to Provide Required Information:**

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

#### **5.2.2 Duties of Personal Data Protection:**

Brand Partners must comply with all applicable privacy and data security laws, including security breach notification laws. Brand Partners must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and social security numbers, provided by a Customer, prospective Customer, other potential Brand Partners, or actual Brand Partners. Brand Partners must hold such information in strict confidence. Brand Partners are responsible for the secure handling and storage of all documents that may contain such personal data. Brand Partners must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and Customer data. Appropriate safeguards may include but are not limited to (a) encrypting data before electronically transmitting it; (b) storing records in a secure location; (c) password- protecting computer files; or (d) shredding paper files containing confidential information or Customer data. Brand Partners should retain documents containing such information for only as long as necessary to complete the transaction. Brand Partners should dispose of any paper or electronic record containing Customer data and other confidential information after use by taking all reasonable steps to destroy the information by (a) shredding; (b) permanently erasing and deleting; or © otherwise modifying the Customer data and other confidential information in those records to make it unreadable, unreconstructable, and indecipherable through any means.

### **5.3 Holding Applications or Orders**

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

#### **5.4 Bio Blasting Downline Placement**

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

#### **5.5 Sponsoring & Placements: Corrections & Changes**

##### **5.5.1 Corrections:**

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

##### **5.5.1.1 Correcting Enrollment Mistakes.**

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

##### **5.5.1.2 Fee for Correction.**

There will be no fee for a correction.

##### **5.5.2 Changes:**

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

##### **5.5.2.1 Sponsor Changes.**

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

##### **5.5.2.2 Placement Changes.**

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

##### **5.5.3 Process:**

##### **5.5.3.1 Sponsor Change Request.**

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

##### **5.5.3.2 Unapproved Sponsor Change.**

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

##### **5.5.3.3 Claims Against Bio Blasting.**

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

#### **5.6 Targeting Other Direct Sellers**

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

Any dispute or claim arising out of or relating to these Policies & Procedures shall be resolved by binding individual arbitration

in Atlantic County, New Jersey. Both parties waive the right to a jury trial and to participate in class, collective, or representative actions. Claims for intellectual property relief and eligible small-claims matters may proceed in court.

## **6. ORDERING PRODUCTS & SALES MATERIALS**

### **6.1 Product Orders**

All product prices and literature are subject to change without prior notice. A Brand Partner may place an order directly through our website using their affiliate link, or by contacting Customer Service. The model is most effective when the Brand Partner uses their affiliate link to drive customer orders directly through our site. Alternatively, the Brand Partner may collect the customer's information (shipping address, email, name, phone number) and submit the order to Bio Blasting on their behalf. We strongly advise against purchasing the product in advance and reselling it, as Bio Blasting disinfectant has a 30-day shelf life.

#### **6.1.1 Product Purchasing:**

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

#### **6.1.2 Purchase Limits:**

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

#### **6.1.3 Seventy Percent Rule:**

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

#### **6.1.4 Back Orders:**

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

#### **6.1.5 No Stockpiling:**

At Bio Blasting, the success of our brand relies on consistent retail sales to the ultimate consumer. As such, all forms of stockpiling are strongly discouraged. We understand that Brand Partners may wish to purchase products in reasonable quantities for personal use, inventory, or to support new Brand Partners they sponsor. However, please note that our disinfectant has a 30-day shelf life from the date of production, and to ensure product efficacy and safety, we strongly discourage excessive purchasing or stockpiling beyond immediate needs.

#### **6.1.6 Warranties:**

EXCEPT AS EXPRESSLY STATED ON THE PRODUCT LABELING, BIO BLASTING MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, NON-INFRINGEMENT, OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH BIO BLASTING. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES OF BIO BLASTING ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." BIO BLASTING DOES NOT WARRANT THAT ITS PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS, OR THAT ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. BIO BLASTING DOES NOT WARRANT THAT ANY WEBSITE OPERATED, SPONSORED, OR HOSTED BY BIO BLASTING OR ANY OF ITS AFFILIATES WILL BE UNINTERRUPTED OR FREE FROM ERROR. BIO BLASTING IS NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE, OR UNAVAILABLE NETWORKS, SERVER, SATELLITES AND/OR SERVICE PROVIDERS; OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED COMPUTER, TELEPHONE, OR CABLE TRANSMISSIONS; OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES, OR DIFFICULTIES.

### **6.2 Ordering & Receiving Products**

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

#### **6.2.1 Order Processing:**

Because Bio Blasting strives to process orders quickly, modifying an order once it has begun processing may not be possible. Brand Partners should contact Customer Service within 24 hours. If the order is cancelled or changed before the product has

shipped, a return or refund may be issued. However, if the product is already in transit, no refunds will be issued for any liquid items. All returns and exchanges are subject to the terms outlined in Appendix B.

#### **6.2.2 Shipping:**

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

#### **6.2.3 Shipping Charges:**

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

#### **6.2.4 Receipt:**

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

### **6.3 Credit Card Purchases**

#### **6.3.1 Limitations:**

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

#### **6.3.2 Unlawful or Unethical Use of Credit Cards:**

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

#### **6.3.3 Chargebacks & Fraud:**

##### **6.3.3.1 Chargeback.**

When a bank forcibly reverses a credit card transaction, returning funds to the cardholder, it is known as a chargeback. Chargebacks are usually issued when fraudulent purchases have been made on a person's credit card. When Bio Blasting receives a chargeback notice, the Account in which the product was purchased is immediately blocked, and all related services in the Account are inactivated. In the interest of caution, Bio Blasting considers chargebacks to be the result of fraud and suspends all Accounts for 30 days or until the issue is addressed. Bio Blasting may at any time deem the chargeback as a voluntary termination and close the Account.

##### **6.3.3.2 Fee for Reinstatement.**

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

##### **6.3.3.3 Fraud.**

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

### **6.4 Monthly Subscription Order (MSO)**

#### **6.4.1 Monthly Charges:**

A Brand Partner may choose to have the product shipped monthly through an automatically processed order (Monthly Subscription Order or MSO). Enrolling in an MSO is completely optional and carries no additional fees—Brand Partners pay only for the products they order. The credit card or bank draft listed on the Account will automatically be charged for each MSO.

##### **6.4.1.1 Order Decline.**

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

#### **6.4.1.2 Credit Card Expiration.**

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

#### **6.4.1.3 Sales & Transaction Tax.**

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

#### **6.4.2 Responsibility:**

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

A Consultant's Level 1 Volume (L1V) is the combined volume from all of their Commercial Accounts and their Level 1 Consultants (and those consultants' customers, but not their Commercial Accounts which would be a Level 2). Their own personal PV is not included, and the PV from any Level 2 and lower consultants or Commercial Accounts are not included. For purposes of title qualification, L1V is based on QV. However, the Level Bonuses are paid on CV.

#### **6.4.3 Cancellation:**

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

### **6.5 Product Care & Quality Control**

#### **6.5.1 Packaging:**

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

#### **6.5.2 Product Storage & Handling:**

Brand Partner shall exercise due care in storing and handling the Products. Bio Blasting recommends that the product be stored at room temperature. Exposure to high temperatures over a prolonged period of time may degrade the product.

#### **6.5.3 Product Inspection:**

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

#### **6.5.4 Recall & Customer Safety:**

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

### **6.6 Manipulating the Bio Blasting Compensation Plan**

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

#### **6.6.1 Manipulation:**

Manipulation of Bio Blasting's compensation plan is strictly prohibited. It includes:

##### **6.6.1.1 Unapproved Enrollment.**

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

##### **6.6.1.2 Fraudulent Enrollment.**

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

##### **6.6.1.3 Enrollment of Non-existent Individuals or Entities.**

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

##### **6.6.1.4 Purchasing Products for Commissions or Bonuses.**

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

##### **6.6.1.5 Purchasing Excessive Amounts of Product.**

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

##### **6.6.1.6 Fraudulent Action for Advancement.**

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

## **7. ADVERTISING & PRODUCT DISPLAYS**

### **7.1 Advertising**

#### **7.1.1 Authorized Resources & Content:**

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

#### **7.1.2 Brand Partner-produced Promotional Items:**

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

#### **7.1.3 Notice of Independent Brand Partner Status:**

##### **7.1.3.1 Display.**

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

##### **7.1.3.2 Promotional Methods.**

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

### **7.2 Internet & Website Advertising**

#### **7.2.1 Bio Blasting Replicated Websites:**

Brand Partners receive a Bio Blasting Replicated Link upon enrollment. Except as described in this subsection, only Bio Blasting's replicating link program may be used for advertising and selling Bio Blasting Products or opportunities through links. The replicated links seamlessly and directly connect to the official Bio Blasting website, providing the Brand Partner with a professional and Bio Blasting-approved online presence.

#### **7.2.2 Brand Partner Websites:**

No Brand Partner may authorize, own, or use a website (except as described herein), or use the names, logos, or product descriptions of Bio Blasting therein to promote (directly or indirectly) Bio Blasting Products, opportunities, or services on a

website. To promote a Brand Partner's Bio Blasting business on its own website, a Brand Partner must enter into a website agreement with the Bio Blasting Member Success Department. A Brand Partner must submit a completed "Brand Partner Website License and Procedure Form" (found in the Back Office) and receive approval before launching the website or making revisions. Such websites are prohibited from selling products through a private shopping cart. Review and approval for Brand Partner-created websites MUST be completed by the company before any part of the websites is made live or public. Failure on the Brand Partner's part to receive prior approval for a Brand Partner-created website may require the immediate removal of the website. Any subsequent approval requests for that website may be denied.

### **7.3 Other Mediums of Advertising**

#### **7.3.1 Electronic & Mass Media Advertising:**

Electronic and mass media advertising is prohibited. A Bio Blasting Brand Partner may not advertise Bio Blasting, its products, or its services on television, cable television, radio, newspapers, email, or any other form of electronic or mass media advertising without prior written permission, which can be withheld at Bio Blasting's discretion. Prohibited electronic mass media elements include, but are not limited to, the use of targeted/online search engine ads (i.e., Google Ads), pay-per-click paid marketing spots, paid or unpaid SEO tactics (meaning "Search Engine Optimization" which is anything that causes a Brand Partner's website to be displayed above/before the Official Bio Blasting website), mass or targeted social media campaigns, or advertisements, etc.

#### **7.3.2 Telemarketing:**

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

### **7.4 Internet Advertising**

#### **7.4.1 Prohibited Registrations:**

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

#### **7.4.2 Truthful Advertising:**

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

#### **7.4.3 Online Shopping Carts:**

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

#### **7.4.4 Online Retail Sales & Classifieds Sites/Platforms:**

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

#### **7.4.5 Online Cross-branding:**

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

#### **7.4.6 Online Behaviors & Practices:**

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

#### **7.4.7 Monetizing Websites:**

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



#### **7.4.8 Email Signature:**

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

#### **7.4.9 Bulk Mailing/Marketing & Spam:**

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

### **7.5 Social Media**

#### **7.5.1 Social Media Protocol:**

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

##### **7.5.1.1 Display.**

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

##### **7.5.1.2 Testimonials**

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

##### **7.5.1.3 Sales & Enrollments.**

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

##### **7.5.1.4 Terms of Social Media Protocol.**

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

##### **7.5.1.5 Confidential/Unauthorized Information.**

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

#### **7.5.2 Commercial Email Messages Sent on Behalf of Brand Partners:**

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

## **8. COMPENSATION & BENEFITS**

### **8.1 Compensation Plan**

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

### **8.2 Qualification**

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

**8.2.1 Activity:**

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

**8.2.2 Good Standing:**

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

**8.3 Earnings Guarantees**

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

**8.4 Commission Period**

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

**8.5 Payment of Commissions**

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

**8.5.1 Adjustments to Commissions:**

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

**8.5.2 Errors or Questions:**

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

**8.5.3 Minimum Commission Payment Amount:**

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

**8.5.4 Special Services:**

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

**8.5.5 Commissions Offset:**

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

**8.6 Unclaimed Commissions**

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

**9. ACCOUNT RESIGNATION & TERMINATION****9.1 Voluntary Resignation**

A Bio Blasting Brand Partner may, at any time, voluntarily resign by submitting to Bio Blasting a resignation letter from the email address registered on their Account with Bio Blasting and must be confirmed by all individuals and entities on the Account. Upon resignation, the Brand Partner loses all rights to their Account and position in the Enroller Tree and Binary Placement Tree and any right to future commission. Resigned Brand Partners are subject to the waiting rule in 3.13.

**9.2 Other Termination**

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

**9.3 Breach of the Agreement**

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

#### **9.4 Remedies for Breach of the Agreement**

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

##### **9.4.1 Education:**

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

##### **9.4.2 Suspension:**

Bio Blasting may suspend an Account for breach of the Agreement.

###### **9.4.2.1 Involuntary Suspension.**

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

###### **9.4.2.2 Length & Conditions.**

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

##### **9.4.3 Effects of Suspension:**

###### **9.4.3.1 Brand Partner Account Settings.**

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

###### **9.4.3.2 Commissions Suspension.**

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

###### **9.4.3.3 Purchase Suspension.**

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

##### **9.4.4 Damages:**

###### **9.4.4.1 Damage Assessment.**

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

###### **9.4.4.2 Liquidated Damages.**

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

##### **9.4.5 Volume Adjustments:**

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

##### **9.4.6 Rank Adjustments:**

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

**9.4.7 Right of Offset:**

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

**9.5 Termination for Cause****9.5.1 Serious Breach:****9.5.1.1 Termination of Agreement or Account.**

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

**9.5.1.2 Brand Partner Defense or Cure of Breach.**

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

**9.5.1.3 Termination Date.**

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

**9.5.1.4 Definition.**

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

**9.5.2 Other Breaches:**

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

**9.5.3 Effects of Termination:**

Immediately upon termination, the terminated Brand Partner:

**9.5.3.1 Removal & Discontinuation.**

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

**9.5.3.2 Representation.**

Must cease representing itself as a Brand Partner of Bio Blasting.

**9.5.3.3 Account, Binary Tree, & Future Commissions.**

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

**9.5.3.4 Required Actions.**

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

**9.5.3.5 Application Barred.**

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

**9.5.3.6 Sales.**

Must immediately cease selling Products.

**9.5.4 Effective Date:**

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

**9.5.5 Appeal:**

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

**9.5.5.1 Appeal Review.**

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

**9.5.5.2 Final Termination.**

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

**9.5.5.3 Appeal Denial.**

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

**9.5.6 Interference by Brand Partners:**

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

**9.5.7 Announcement:**

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

**9.5.8 Reporting Violations:**

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

**9.5.9 Alleged Policy Violations:**

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

**9.6 Organization Changes Post Termination**

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

**10. MISCELLANEOUS****10.1 The Agreement****10.1.1 Entire Agreement:**

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

**10.1.2 Amendment:**

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

**10.1.3 Waiver:**

No failure of Bio Blasting to exercise any power under these *Policies & Procedures* or to insist on strict compliance by a Brand Partner with any obligation to provisions herein, and no custom or practice of the parties at variance with the Agreement, shall constitute a waiver of Bio Blasting's right to demand exact compliance. A waiver by Bio Blasting can be affected only in writing by an authorized officer of Bio Blasting. Bio Blasting waiver of any particular default by a Brand Partner shall not affect or impair Bio Blasting's right or obligation of any other Brand Partner, nor shall any delay or omission by Bio Blasting to exercise any right arising from default affect or impair Bio Blasting's right as to that or any subsequent default.

**10.1.4 Severability:**

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

#### **10.1.5 Assignment:**

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

#### **10.1.6 Survival:**

Any provision of the Agreement which, by its terms, is intended to survive termination or expiration of the Agreement shall so survive, including, without limitation, the arbitration, non-competition, non-solicitation, trade secrets, and confidential information covenants contained in the Agreement.

### **10.2 Miscellaneous**

#### **10.2.1 Limitations of Liability:**

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

#### **10.2.2 Indemnification:**

Each and every Brand Partner agrees to indemnify and hold harmless Bio Blasting, its shareholders, officers, directors, employees, agents, and successors in interest from and against any claim, demand, liability, loss, cost, or expense including, but not limited to, court costs and attorneys' fees, asserted against, suffered, or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the Brand Partner's (a) activities as a Brand Partner; (b) breach of the terms of the Brand Partner Agreement or these *Policies & Procedures*; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

#### **10.2.3 Force Majeure:**

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

#### **10.2.4 Limitation of Actions:**

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

## **APPENDIX A: UNITED STATES**

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

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

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

#### **A.2.1 Immunity:**

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

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

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

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

#### **A.3.1 Earnings Disclosure Statement:**

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

#### **A.3.2 Presenting EDS:**

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

#### **A.3.3 Providing Access to the EDS:**

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

#### **A.3.4 Copies of EDS:**

Copies of the EDS may be obtained by emailing [compliance@bioblasting](mailto:compliance@bioblasting) for a copy.

### **A.4 Sales Receipts (Added to Section 4.16)**

#### **A.4.1 4.16.1.1 Providing & Maintaining Receipts:**

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

#### **A.4.2 4.16.1.2 Audits:**

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

#### **A.4.3 4.16.1.3 Failed Audits:**

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

### **A.5 Taxes**

#### **A.5.1 Personal, Income, & Sales Taxes:**

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

#### **A.5.2 Tax Sales of Online Orders:**

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

### **A.6 Louisiana Residents**

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

### **A.7 Cancellation Clause, Puerto Rico**

A Brand Partner in Puerto Rico may cancel at any time and for any reason during the first 90 days after signing, and/or at any time upon showing that Bio Blasting is in noncompliance with any of the essential obligations of the distribution agreement or any act or omission by Bio Blasting affecting adversely the interests of the Brand Partner in the develop of the market and service. Notice of cancellation must be in writing and must be sent by registered mail. At the time of cancellation, Bio Blasting will reacquire the total of products that are in the possession of the Brand Partner and that are in good condition for no less than

ninety percent (90%) of their original net cost. The original net cost is assumed to be the original cost to the Brand Partner. Bio Blasting will return to the Brand Partner no less than ninety percent (90%) of any sum paid by them to participate in the business.

#### **A.8 Schedule of Fees:**

##### **Section Description of Fee Amount (USD)**

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

#### **A.9 Binding Arbitration**

##### **A.9.1 Disputes:**

All disputes, claims, demands, counts, causes of action, or controversies between the Parties—whether based on contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory (collectively, “Dispute”)—relating to Bio Blasting, its Products, the Agreement, the rights and obligations of an independent Brand Partner and Bio Blasting, or any other claims or causes of action relating to the performance of either a Brand Partner or Bio Blasting under the Agreement will be resolved through binding, confidential, individual, and fair arbitration rather than in court. A Brand Partner understands that arbitration does not involve a judge or jury, and court review of an arbitration award is limited. The only exceptions to arbitration are: (a) Each Party retains the right to sue in small claims court; (b) Each Party may bring a lawsuit to enjoin infringement or other misuse of intellectual property rights; and (c) Each Party may seek equitable relief, such as a writ of attachment, garnishment, or injunction, in any court of competent jurisdiction before, during, or after arbitration. Disputes over whether these exceptions apply shall be resolved by the court in which such action has been brought; all other disputes over arbitrability shall be resolved by the arbitrator. Any arbitration between the Parties shall be held in Atlantic County, New Jersey, and will be conducted in accordance with the New Jersey Uniform Arbitration Act (“NJUAA”). To initiate arbitration, a Brand Partner must file a Demand for Arbitration in accordance with the NJUAA and provide Bio Blasting with a copy of the Demand and complete submission to: Bio Blasting, Inc., 44 Zion Road, Egg Harbor Township, NJ 08234 ATTN: General Counsel. The decision of the arbitrator shall be final and binding on the Parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each Party shall be responsible for its own arbitration costs and expenses, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

##### **A.9.2 Class Action Waiver:**

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

#### **A.10 Governing Law, Jurisdiction, & Venue**

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

#### **APPENDIX B: RETURNS / REFUNDS / EXCHANGES USA**

##### **B.1 Refunds & Returns**

Bio Blasting does not accept product returns or issue refunds on product orders for liquid products. In the event that an order is damaged during transit, we will promptly send a replacement order. Please contact our customer support team with any necessary documentation to process your claim efficiently.

##### **USA**

#### **APPENDIX C: AUTHORIZED PRODUCT & EARNINGS CLAIMS C.1 Authorized Product Claims**

Brand Partners shall limit their product claims to the authorized claims listed in their Welcome Packet, which is provided after the completion of the Brand Partner Agreement and Terms of Use.

##### **C.2 Authorized Opportunity Claims**

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

Additionally, it is imperative to review and use the approved terminology and phrasing when presenting the opportunity to others. Certain language must be used to remain compliant with our company standards and industry regulations. Misuse of language or failure to follow these guidelines can result in removal from the program. By focusing on compliance, professionalism, and



ethical business practices, you help protect the integrity of our brand and ensure lasting success for yourself and your fellow Brand Partners.

**Do Say**

**Do Not Say**

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

<b>Regarding Rank Advancements</b>	<b>Rank Qualification.</b> When discussing PV requirements for rank advancement, either is acceptable: “To qualify for the following ranks, a Brand Partner must be active with 110 PV sales to its Preferred Customers and personal purchases during the commission month.”	<b>Rank Purchasing.</b> A Brand Partner may not suggest that ranks can be purchased.
<b>Brand Partner Status</b>	<b>Independent Contractor Status.</b> Use terms like “independent contractor” or “independent Brand Partner.”	<b>Prohibited Employment Terms.</b> Do not use employment terms such as “employment” “employer” “job” “part-time employment,” etc. <b>Partner.</b> Be careful when using the term “partner” so that you do not imply a legal partnership.
<b>Establishing The Opportunity</b>	<p><b>Product Sales.</b> Emphasize Product sales to Customers and to building a strong base of Customers.</p> <p><b>Opportunity Terms.</b> Use terms such as “part-time” and “supplemental income.”</p> <p>Use terms such as “flexibility” and the ability to work “how and when” they want when selling the Product.</p> <p>Discuss the Bio Blasting consumer-oriented approach: “the Product refund policies and low start-up costs.”</p>	<p>Do not overemphasize recruiting.</p> <p>Do not suggest retirement from full time employment.</p>
<b>Establish Bio Blasting as a Legitimate Company</b>	Use phrases such as “Products people want” and “in business since 2014” and “total sales of \$XXX million” and “operating in XX countries”.	

Paid-as Consultant 1s and higher may earn a Mentor Bonus on the Commissionable Volume (CV) from their Level 1 Consultants (and their customers) who are in their Fast Start Period. This is paid in addition to any other bonuses also paid on that CV. This bonus is not paid on the CV from Commercial Accounts.

These Policies & Procedures are governed by the laws of the State of New Jersey. Subject to the arbitration clause, disputes shall be resolved exclusively in Atlantic County, New Jersey.

Bio Blasting shall not be liable for delays or failure in performance caused by events beyond its reasonable control, including natural disasters, pandemics, supply chain disruptions, changes in law or regulation, or government orders.

Each Brand Partner agrees to indemnify, defend, and hold harmless Bio Blasting, Inc., its officers, directors, employees, and affiliates from any claim, investigation, or expense (including reasonable attorneys’ fees) arising from their actions, statements, or violations of these Policies & Procedures or applicable law.