

Policies and Procedures

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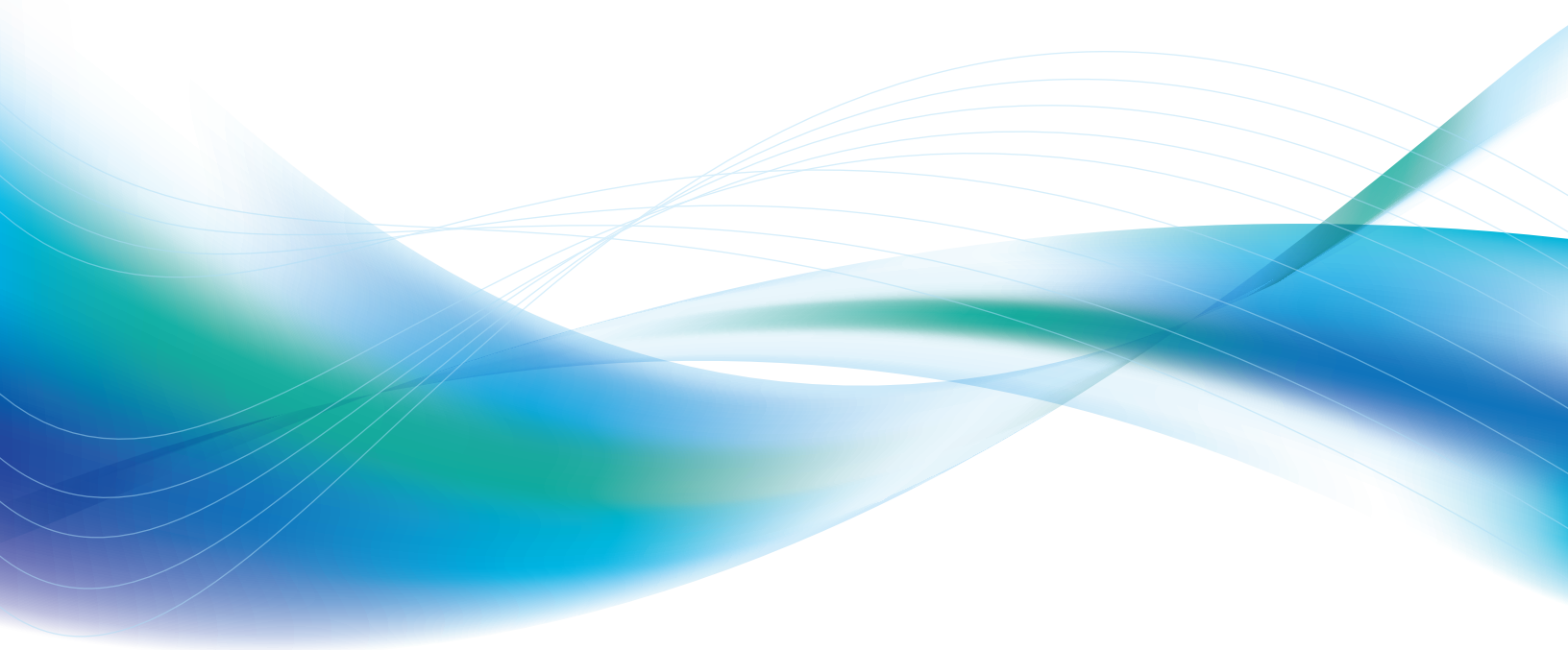


Table of Contents

Section 1 - Introduction	5
1.1 - Governing Documents	5
1.2 - Purpose of Policies	5
1.3 - Changes to the Governing Documents	5
1.4 - Delays	6
1.5 - Provisions Severable	6
1.6 - Waiver	6
1.7 - Enforcement	6
Section 2 - Stemtech Independent Partner Status	6
2.1 - The Application	7
2.2 - Acceptance of Application	7
2.3 - Stemtech Partner Kit	7
2.4 - ID Number	7
2.5 - No Product Purchase Is Required	7
2.6 - Partner Benefits	7
2.7 - Multiple Applications	8
2.8 - Operating a Stemtech Independent Partnership	8
2.9 - Legal Age	8
2.10 - Multiple Stemtech Partnerships Per Household	8
2.11 - Actions of Household Members or Affiliated Individuals	9
2.12 - Corporations, Partnerships, Trusts and Other Business Entities	9
2.13 - Business Entity Reporting Requirements	9
2.14 - Converting to or From a Business Entity Status	9
2.15 - Assumed/Fictitious Business Names	9
2.16 - Annual Renewal of Partnership Agreement	10
2.17 - Renewal Fees	10
2.18 - Independent Contractor Status	10
2.19 - Indemnity Agreement	10
2.20 - Income Tax Reporting	11
2.21 - Legal Compliance	11
2.22 - No Exclusive Territories	11
2.23 - Non-Solicitation	11
2.24 - Changes to Partnership Agreement	12
2.25 - Changes of Addresses or Telephone	12
2.26 - Adding Secondary Partner	12
2.27 - Inactive Status	13
Section 3 - Sponsorship and Training	13
3.1 - Sponsoring	13
3.2 - On Going Training	13
3.3 - Ongoing Communication with Downline Organisation	14
3.4 - On-going Sales	14
3.5 - Enroller or Placement Sponsor Transfer	14
3.6 - Cross-Sponsoring	14
3.7 - Voluntary Termination and Re-application	14
3.8 - Sale, Transfer or Assignment of a Stemtech Partnership	15
3.9 - Transfer Upon Death of a Partner	15
3.10 - Transfer Upon Incapacitation of a Partner	16

Table of Contents

3.11 - Agreements Between Stemtech Partners	16
3.12 - Confidentiality and Genealogy Reports	16
3.13 - Loyalty to the Company	16
3.14 - Dissolving a Stemtech Partnership, Including Divorce	16
Section 4 - Trademarks, Literature and Advertising	17
4.1 - General	17
4.2 - Trademarks and Copyrights	17
4.3 - Literature	18
4.4 - Mass Recruitment, Sales Techniques and Internet Web Site Use	18
4.5 - Catalogue and Magazine Advertising and Promotions	18
4.6 - Print Advertising	18
4.7 - Telephone Listing and Display Ads	19
4.8 - Electronic Media	19
4.9 - Endorsements	19
4.10 - Media and Media Inquiries	19
4.11 - Representations as a Stemtech Employee	19
4.12 - Telemarketing	19
4.13 - Online Conduct	20
4.14 - Social Media	22
Section 5 - Stemtech Partner Status and Compensation	23
5.1 - Partnership Agreement	24
5.2 - Hard Calendar Month	24
5.3 - Payment Date	24
5.4 - Compensation Qualifications	24
5.5 - Adjustments for Returned Products and Marketing Materials	24
5.6 - Errors and Omissions	24
Section 6 - International Partnerships	25
6.1 - International Marketing	25
6.2 - Foreign Sales and Business Building Activities	25
Section 7 - Purchase and Sale of Products, Payment and Shipping	25
7.1 - Excess Inventory Purchases Prohibited	25
7.2 - Crossline and Downline Wholesaling	25
7.3 - Product Sales	26
7.4 - Payment Options	26
7.5 - Personal Cheque Policy	26
7.6 - Restrictions on Third Party Use of Credit Cards & Current Account Access	26
7.7 - Timely Delivery Of Products And Marketing Materials	26
7.8 - Damaged Goods	26
7.9 - Price Changes	27
7.10 - Retail Pricing And Receipts	27
7.11 - Retail Outlets	27
7.12 - Exhibit Space	28
7.13 - General Order Policies	28
7.14 - Back Order Policy	28

Table of Contents

7.15 - Confirmation of Order	28
7.16 - Deposits	28
Section 8 - Retail Guarantee, Returns and Refunds	28
8.1 - Returns by Retail Customers	29
8.2 - Returns by Partners (Products Purchased for Personal Consumption)	29
8.3 - Returns by Partners for Replacement	29
8.4 - Termination Returns	29
8.5 - Returns Procedure, Return Merchandise Authorization	29
Section 9 - Termination and Non-Renewal	30
9.1 - Termination for Breach	30
9.2 - Voluntary Termination	30
9.3 - Non-renewal	30
9.4 - Termination for Inactivity	31
9.5 - Effect of Termination or Non-Renewal	31
Section 10 - Dispute Resolution and Disciplinary Proceedings	31
10.1 - Grievances and Complaints	31
10.2 - Disciplinary Sanctions	31
Section 11 - General Provisions	32
11.1 - Product Claims	32
11.2 - Income Claims and Testimonials	32
11.3 - Back Office Access	33
11.4 - Government Endorsements	33
11.5 - Governing Law	33
11.6 - Dispute Resolution	33

Section 1 - Introduction

1.1 - Governing Documents

The Governing Documents (also collectively referred to herein as the “Agreement”) of Stemtech (hereinafter “Stemtech” or the “Company”), collectively, in their present form and as may be amended from time to time, at the sole discretion of Stemtech, comprise:

- (a) The Independent Partner Application and Agreement (“Application”) and the Terms and Conditions contained therein (“Terms & Conditions”), and
- (b) These Policies and Procedures (“P&Ps”), and
- (c) The Stemtech Marketing and Compensation Plan (“Compensation Plan”).

The P&Ps stated herein are incorporated into, and form an integral part of, the Agreement. Throughout these P&Ps, when the term “Agreement” is used, it shall refer to the Governing Documents of Stemtech as defined hereinabove. It is the responsibility of each Stemtech Independent Partner to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of the P&Ps. When Sponsoring or enrolling a new Partner, it is the responsibility of the Sponsoring Partner to provide the most current version of the Governing Documents to the applicant prior to his or her execution of the Partnership Agreement.

1.2 - Purpose of Policies

Stemtech is a direct sales company that markets products through Independent Partners. It is important to understand that the success and reputation of Stemtech and of each Stemtech Partnership is dependent upon the highest integrity of the men and women who market Stemtech products and services and the Stemtech Opportunity. Accordingly, Stemtech Partners agree to:

5

- Conduct themselves and deal with Customers and other Partners according to the highest standards of honesty, integrity and fairness, with the understanding that unethical business dealings can bring significant damage to the reputation and success of the Company, its products, its opportunity and its Partner base as a whole.
- Represent Stemtech’s products and services completely and according to the information contained in the Company’s published literature, without making misleading or unauthorised claims.
- Represent Stemtech’s Partner compensation plan truthfully and without exaggeration to all prospective Partners.
- Fulfil all obligations associated with sponsoring other Partners, including the use of their best efforts to provide supervision and training of sponsored Partners.
- Become familiar with and abide by the Company’s Policies and Procedures, as amended from time to time and all applicable law, regulations and ordinances.

To clearly define the relationship that exists between the Independent Partner and Stemtech and to explicitly set a standard for acceptable business conduct, Stemtech has established the Governing Documents. Stemtech Partners are required to comply with all of the terms and conditions set forth in the Governing Documents, as well as all applicable laws, codes, regulations, statutes and rules governing their Stemtech Partnership. Because Partners may be unfamiliar with many of these standards of practice, it is very important that all Stemtech Partners read, understand, and abide by the Governing Documents. Please review the information in these P&Ps carefully. Questions regarding any policy or procedure are to be referred to the Partner Service Department.

1.3 - Changes to the Governing Documents

Because applicable laws, statutes, codes, regulations, etc. as well as the business environment periodically change, Stemtech reserves the right, in its sole and absolute discretion, to adopt, supplement, rescind, modify and/or amend the Governing Documents, as well as its prices. By signing the Partnership Agreement, a Partner agrees to abide by all amendments or modifications that Stemtech elects to make. Amendments and/or modifications shall be effective not less than thirty (30) days following the publication of notice except that any change in the Partner’s annual financial obligation shall become effective not less than 60 days after publication. Notification of amendments shall be issued through reasonable commercial means, including but not limited to any of the following: posted on Stemtech’s

website (www.stemtech.com), e-mail to Partners, included in Stemtech periodicals, and/or included in product orders, bonus payment mailings, posting in Partner's Stemtech Back Office, or other special mailings.

The continued operation of a Stemtech Partnership by a Partner, or a Partner's continued acceptance of any compensation following notification of an amendment shall be deemed to be acceptance of any and all such amendments.

1.4 - Delays

Stemtech shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation: strikes, labour difficulties, riots, wars, fires, natural disasters, deaths, curtailments of a party's source of supply, difficulties with a Partner's payment for products, and/or government decrees or orders.

1.5 - Provisions Severable

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

1.6 - Waiver

6

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of business. No failure of Stemtech to exercise any right or power under the Agreement or to insist upon strict compliance by a Partner with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Stemtech's right to demand exact compliance with the Agreement. Only an officer of the Company may authorise a waiver. Stemtech's waiver of any particular breach by a Partner shall not affect or impair Stemtech's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Partner. No delay or omission by Stemtech to exercise any right arising from a breach shall affect or impair Stemtech's rights as to that or any subsequent breach.

1.7 - Enforcement

The existence of any claim or cause of action of a Partner against Stemtech shall not constitute a defence to Stemtech's enforcement of any term or provision of the Agreement.

Section 2 - Stemtech Independent Partner Status

In order to receive authorisation from Stemtech to purchase products at Partner prices, sell Stemtech Products and Services, Sponsor other applicants into the Stemtech Opportunity and receive commissions, bonuses, and generation overrides under the Stemtech Opportunity, an Applicant must complete the following:

2.1 - The Application

All individuals who intend to be active in a Stemtech Partnership must complete either a hard-copy or on-line Application. Incomplete Applications will not be accepted. Hard-copy applications are to be sent to the Partner Service Department in the following manner:

- a) If using a credit card/debit card: by faxing both the front and back of the completed Application to Partner Services. In order to avoid duplication, please do not send hard copy or original if faxing the Application.
- (b) If using a bank transfer (if applicable): by mailing the original completed and signed Application, along with proper payment to Partner Services.
- (c) Online applicants must pay by credit/debit card.

2.2 - Acceptance of Application

The Application must be accepted by a Partner Services Representative. Stemtech reserves the right to refuse any Application. The term of the Partnership Agreement is for one (1) year from the date of acceptance by Stemtech ("effective date"). Please see Sections 2.17 – 2.18 for renewal procedures. Receipt of the Stemtech Partner Kit notifies the Applicant that he/she is authorized to be a Stemtech Independent Partner and operate a Stemtech Partnership.

2.3 - Stemtech Partner Kit

The Primary Applicant must purchase a Stemtech Partner Business Kit (the "Kit") which contains forms, training and marketing materials. Purchase of the Kit includes a 12-month subscription to the Company newsletter when applicable. Purchase of the Kit shall not constitute any agreement by Stemtech to enter into a franchise, joint venture, or other business entity relationship with the Partner. 7

2.4 - ID Number

Upon acceptance of the Application by Stemtech, the Applicant(s) will be considered by Stemtech to be Independent Partners and authorized to operate a Stemtech Partnership. Stemtech will issue to the Partnership a Personal Identification Number ("ID Number"). All active individuals of the Partnership must use the same ID Number. For example: Susan Smith is the Primary Applicant and her spouse, Ed Smith is the Second Applicant, and they are doing business under the name of Smith & Smith. Both Susan and Ed must use the same ID Number assigned to this Partnership by Stemtech. In order to avoid delays in processing, all correspondence, orders, etc. are to include the Partner's ID Number.

2.5 - No Product Purchase Is Required

No person is required to purchase Stemtech products to become a Partner apart from those products included in the Kit.

2.6 - Partner Benefits

Once the Application has been accepted by Stemtech, pursuant to Section 2.2 above, the applicant is now a Stemtech Independent Partner who is entitled to the following benefits:

- (a) To be able to purchase certain Stemtech products and services at wholesale prices,
- (b) To retail Stemtech products, which are described in official Stemtech literature,
- (c) To introduce customers to Stemtech and to earn commissions on the product purchases made by those customers,

- (d) To receive compensation, under the Stemtech Opportunity, if eligible and in good standing,
- (e) To Sponsor other individuals as Partners into the Stemtech Opportunity and thereby, build a Partner Organisation and progress through the Compensation Plan,
- (f) To receive periodic Stemtech literature and other Stemtech communications,
- (g) To participate in Stemtech Corporate-Sponsored support, service, training, motivational and recognition events, upon payment of appropriate fees, if applicable and in good standing, and
- (h) To participate in promotional and incentive contests and programs sponsored by Stemtech for its Partners.

2.7 - Multiple Applications

If at any time, Stemtech receives multiple Applications for the same Applicant(s) that indicate the same Sponsoring Partner, only the first Application to be received by Stemtech will be processed. If multiple Applications are received by Stemtech that contain information for different Sponsoring Partners, Stemtech reserves the right to determine the designated Sponsoring Partner, without prior notification to either the Applicant or the Sponsoring Partner.

2.8 - Operating a Stemtech Independent Partnership

Once the Application is accepted by Stemtech and payment for the Kit has been made, the Applicant is authorised to operate a Stemtech Independent Partnership. In order to assist Partners in making their business successful, Stemtech strongly encourages all Partners to keep complete and accurate records of all their business dealings.

8

2.9 - Legal Age

All Primary Partners must be 18 years of age or older. The Application is a contractual agreement. Therefore, Primary Partners must be of legal age in their country of residence to be solely responsible for contractual agreements and to work. Individuals under the age of 18 years ("minor") may enrol as a Secondary Partner on the same Application as the Primary parent.

2.10 - Multiple Stemtech Partnerships Per Household

A Partner may operate or have an interest (legal or equitable) in only one (1) Stemtech Partnership. No individual may have an interest in, operate, or receive compensation from more than one (1) Stemtech Partnership. Stemtech will consider an exception to this policy if a Partner inherits a business pursuant to a bona fide will or testamentary instrument. With the exception of spouses, individuals of the same family unit may not enter into or have an interest in more than one (1) Stemtech Partnership. A "family unit" is defined as parents and dependent children living at or doing business at the same address.

If spouses are active in one Stemtech Partnership, BOTH spouses must sign the Partnership Agreement. Recognition under the Stemtech Opportunity will only be awarded to those Applicants who complete and sign the Partnership Agreement. Stemtech reserves the right to prohibit any spouse or other individual who has not completed and signed a Partnership Agreement from (a) selling Stemtech products and services; (b) purchasing products and services directly from Stemtech using the other spouses Partnership account; and (c) receiving recognition under the Stemtech Opportunity. Nothing in this Section 2.11 shall restrict or limit the application of Section 2.12 herein.

Spouses may each own and operate their own businesses so long as they comply with the following rules:

- (a) The spouse operating the first business (the "senior business") must enrol and maintain five autoship Partners or autoship retail customers before the other spouse may have an independent business (the "junior business");
- (b) The second spouse to enrol an independent business (the "junior business") must be sponsored by his or her spouse (the "senior business") and be placed on the immediate front-line of the senior business;

- (c) The junior business is prohibited from purchasing a Leadership Package;
- (d) The maximum initial purchase allowed by the junior business is the €79.00 Starter Pack.
- (e) If spouses previously operated a position with both signatures on a Stemtech application, one spouse will be required to resign the joint position and pay a fee of €100 to establish a separate position as noted above.

2.11 - Actions of Household Members or Affiliated Individuals

If any member of a Partner's immediate household engages in any activity which, if performed by the Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Partner and Stemtech may take disciplinary action. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Stemtech may take disciplinary action against the entity, as described in Sections 9 and/or 10, herein.

2.12 - Corporations, Partnerships, Trusts and Other Business Entities

A corporation, partnership, or trust (collectively referred to as a "Business Entity") may apply to be a Stemtech Partner. Stemtech reserves the right to review the Business Entity's Certificate of Incorporation, Partnership Agreement or trust documents (these documents are collectively referred to as the "Entity Documents") which shall be submitted to it upon request. An Application must be completed with the name of the Business Entity as the Primary Partner and signed by an authorised party of the Business Entity as the Secondary Partner. A Business Entity ID Form must also be completed and submitted with the Application. Affiliated Individuals of the Business Entity are jointly and severally liable for any indebtedness of the Business Entity to Stemtech and for compliance with the terms and conditions of the Governing Documents. Immediate family members of the officers, directors, shareholders, and/or trustees of the Business Entity are not permitted to enrol individually as Stemtech Independent Partners.

9

2.13 - Business Entity Reporting Requirements

Stemtech requires notice of any sale or issuance of stock, partnership interest, or trust interest. In addition, any new officers, directors, shareholders, partners, members, or trustees must complete an individual Application as a Secondary Partner. Stemtech reserves the right to take disciplinary action including, but not limited to terminating any Stemtech Partnership Entity if any sale or issue of any shares, partnership interest, trust interest, or any other interest occurs to anyone who does not complete the Application process described herein.

2.14 - Converting to or From a Business Entity Status

A Stemtech Partnership may change its status, under the same Sponsor, to or from a partnership, corporation, or trust or from one type of Business Entity to another by submitting a new Application. When submitting the revised Application, please insert the words "RECORD CHANGE" in the section designated for the Sponsor's signature, as Sponsor's signature is not needed for a record change. Payments will be issued in the name of the Business Entity.

2.15 - Assumed/Fictitious Business Names

Individuals may apply to become a Stemtech Independent Partner under an assumed or fictitious business name, provided that the Application includes the legally registered name of the individual or the Business Entity. By way of example only: John Smith / d.b.a. "Smith Enterprises" - Smith Enterprises will appear as the Primary Partner and John Smith the Secondary Partner. No Stemtech Partnership is permitted to file any type of applications or documents with any governmental agencies using the name of StemTech, and/or any other name associated with Stemtech and/or its products and services.

2.16 - Annual Renewal of Partnership Agreement

The term of the Partnership Agreement is one (1) year from the date of its acceptance by Stemtech (“Anniversary Date”). Either Stemtech or the Partner may elect not to renew the Partnership Agreement. Stemtech and the Partner waive claims against one another for any election not to renew or any refusal to renew. If a Partner elects to renew the Partnership Agreement he/she must renew each year by paying an annual renewal fee on the first day of the month following the Anniversary Date in order to avoid late fees and penalties. By way of example only: If the Application was accepted by Stemtech on April 17th, the Required Renewal Date is May 1st and the renewal payment must be received by Stemtech no later than May 1st each year that the Partner chooses to renew the Agreement. If the renewal fee is not paid within thirty (30) days after the expiration of the current term of the Partnership Agreement, the Partnership Agreement will be terminated. It is the sole responsibility of the Partner to renew annually his/her Partnership Agreement, whether or not Stemtech chooses to send a reminder notice. To avoid the problems associated with inadvertent failure to renew a Partnership, Stemtech encourages Partners to take advantage of the automatic renewal option on the Partner Application and Agreement. If a Partner elects to automatically renew his business on an annual basis, the renewal fees will be automatically charged to his or her credit or debit card, and there will be no loss due to inadvertent failure to renew.

2.17 - Renewal Fees

Renewal fees may be paid by:

- (a) Calling Partner Services and charging the renewal fee to a credit or debit card or
- (b) Notifying Partner Services, in writing, to automatically deduct the renewal fee from the Partner’s commission payment;
- 10 (c) Electing to participate in the automatic renewal option.

No renewal will be accepted by Stemtech without proper payment of the renewal fees. Upon payment of renewal fees, the Primary and Secondary Partners agree to continue to abide by the Governing Documents of Stemtech. If using the renewal form, BOTH Primary and all Secondary Partners must sign the renewal form. If a Partner has completed a Partnership Agreement in more than one country, the Partner may renew the Partnership Agreement for each country at the same time, by contacting the Partner Services Department.

2.18 - Independent Contractor Status

Every Stemtech Independent Partner is an independent contractor operating and responsible for his/her Partnership. No Partner is an employee, franchisee, joint venture, partner of Stemtech. Partners are strictly prohibited from stating or implying, either orally or in writing that he/she is an employee, owner, franchisee joint venture, partner, or agent of Stemtech or anything else but an Independent Partner. No Stemtech Partner has the right to (a) bind Stemtech to any obligation, (b) enter into any agreement on behalf of Stemtech, and/or (c) represent themselves as an employee of Stemtech to any third party.

No Stemtech Partner has the right to make any misleading claims which could be damaging to the Company or misrepresent their Independent Contractor Status; or, they will be subject to disciplinary sanctions.

Independent Contractor Status allows the Partner to access the company customer service department for assistance as needed. The Partner must maintain professionalism while communicating with the Company customer service department. No use of profanity or rudeness will be acceptable behaviour while communicating with the Company customer service department.

2.19 - Indemnity Agreement

A Partner is fully responsible for all of his/her verbal and written statements regarding Stemtech products, services,

and the Stemtech Opportunity, which are not expressly contained in official Stemtech materials. Partners agree to indemnify Stemtech and Stemtech's directors, officers, employees, and agents, and hold them harmless from any and against any and all actions, proceedings, claims, liabilities, costs, charges and expenses including judgments, civil penalties, refunds, attorney fees, court costs, or lost business suffered or incurred by Stemtech or any of the aforesaid as a result of the Partner's unauthorised representations or actions. THIS PROVISION SHALL SURVIVE THE TERMINATION OF 10 THE AGREEMENT.

2.20 - Income Tax Reporting

As a self-employed independent contractor the Partner is responsible for the filing of all necessary tax returns and paying all applicable taxes and duties due in relation to the Stemtech Partnership and for maintaining all such proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties.

2.21 - Legal Compliance

Each Partner shall comply with all applicable laws including, but not limited to statutes, ordinances, codes and regulations concerning the operation of his her Partnership. Partners are responsible for their own managerial decisions and expenditures, including all income and self-employment taxes. Each Partnership is free to establish their own selling practices and business hours, within the guidelines contained in the Governing Documents and/or in any other official Stemtech publications.

11

2.22 - No Exclusive Territories

No Stemtech Independent Partner is to imply or state that he/she has an exclusive territory for recruiting and/or selling Stemtech products. There are no geographical limitations for marketing, selling, or recruiting purposes within the United Kingdom.

2.23 - Non-Solicitation

Stemtech Partners are free to participate in other direct sales, multilevel or network marketing business ventures or marketing opportunities (collectively "Direct Sales"). However, during the term of the Partnership Agreement, Stemtech Partners are prohibited from recruiting, promoting, and/or selling the marketing opportunities and/or products of other Direct Sales companies to any other Stemtech Partners or Retail Customers.

Following termination of the Partnership Agreement, and for a period of twelve (12) months thereafter, a former Partner may not utilise Stemtech's trade secrets or confidential information to recruit, promote and/or sell the marketing opportunities and products of another Direct Sales company to any Stemtech Partner or Retail Customer. There shall be a presumption that Stemtech's Trade Secrets or confidential information was used if the former Stemtech Partner recruits a Stemtech Partner: (1) who was in the former Partner's Downline Organisation or (2) if the former Partner met, developed a relationship with, or gained knowledge of the Partner or Retail Customer by virtue of their mutual participation in Stemtech.

During the term of the Partnership Agreement, any actual or attempted recruitment or enrolment of Stemtech Partners or Retail Customers for other Direct Sales business ventures, either directly, indirectly, or through a third party, is strictly prohibited. This includes, but is not limited to, presenting or assisting in the presentation of other Direct Sales business ventures to any Stemtech Partner or Retail Customer, or implicitly or explicitly encouraging any Stemtech Partner or Retail Customer to join another Direct Selling business venture. Because there is an extreme likelihood that conflicts will arise if a Partner operates more than one Direct Sales program, it is the Partner's responsibility to first determine whether a prospect is a Stemtech Partner or Retail Customer before recruiting or enrolling the prospect for another

network marketing business venture.

The term “recruit” in this section means the actual or attempted solicitation, enrolment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, any Stemtech Partner or Retail Customer to enrol or participate in another Direct Selling business opportunity. Partners must not sell, or attempt to sell, any competing non-Stemtech products or services to Stemtech Retail Customers or Partners. Any product or services in the same generic category as a Stemtech product or service is deemed to be competing; e.g.; any dietary supplement is in the same generic category as Stemtech’s product line, and is therefore a competing product, regardless of differences in cost, quality, ingredients, or nutrient content.

Partners must not sell, or attempt to sell to any other Partner, any products, services, publications, internet tools, or items that may be represented as tools to assist in making the Partner more successful at their Stemtech business. ONLY Stemtech produced sales tools may be shared with other Stemtech Partners. Partners may not make the purchase of any sales tools a requirement for any Partners in their Downline Organisation and may not operate the provision of sales tools as a profit centre.

Partners may not display Stemtech products with any non-Stemtech products or services in a fashion that might in any way confuse or mislead a prospective customer or Partner into believing there is a relationship between Stemtech and the non-Stemtech products or services. Partners may not offer the Stemtech Opportunity or products to prospective or existing Retail Customers or Partners in conjunction with any non-Stemtech program, opportunity, product, or service. Partners may not offer any non-Stemtech-Opportunity, products, or services during or following any Stemtech-related marketing, seminar, or conference (including events sponsored by Stemtech Independent Partners).

12 2.24 - Changes to Partnership Agreement

Partners must notify Stemtech, in writing of all changes to the information contained on his or her Partnership Agreement. Partners may modify their existing Partnership Agreement by submitting to the Partner Service Department of the Primary Partner’s resident’s country a completed Application, containing the changed information with the words “RECORD CHANGE” inserted in the space provided for the Sponsor, as the Sponsor’s signature is not needed for a record change. Both the Primary and all Secondary Partners must sign the Application. The effective date of the Application will remain the date of the original Application on file with Stemtech. Stemtech will not change any information on the Application by phone.

2.25 - Changes of Addresses or Telephone

To ensure timely delivery of products, support materials, and compensation payments, it is critically important that Stemtech records are current. Partners planning to move or change their address and/or telephone number are to submit to the Partner Services Department, a completed Application containing the changed information with the words “RECORD CHANGE” inserted in the space provided for the Sponsor as the Sponsor’s signature is not needed for a record change. Both the Primary and all Secondary Partners must sign the Application. To guarantee proper delivery, two (2) weeks advance notice must be provided to Stemtech of all changes. Please allow thirty (30) days after the receipt of the notice by Stemtech for processing. The effective date of the Application will remain the date of the original Application on file with Stemtech. Stemtech will not change any information on the Application by phone.

2.26 - Adding Secondary Partners

When adding a co-applicant (either an individual or a business entity) to an existing Stemtech Partnership, the Company requires both a written request signed by the Primary Partner, as well as a properly completed Application containing the Secondary Partner’s personal identification number, signature, and the words “RECORD CHANGE” in that portion of the Application for Sponsor signature. To prevent the circumvention of Section 3.8, the Primary Partner must remain as

a party to the original Application. If the Primary Partner wants to terminate his or her relationship with the Company, he or she must sell, transfer, or assign his or her Partnership in accordance with Section 3.8. If this process is not followed, the Partnership shall be terminated upon the withdrawal of the Primary Partner. All compensation payments will be sent to the address of record for the Primary Partner. Please note that the modifications permitted within the scope of this paragraph do not include a change of Sponsorship. Changes of Sponsorship are addressed in Sections 3.5 and 3.7. Stemtech may, at its discretion, require formally executed documents before implementing any changes to a Stemtech Partnership. Please allow thirty (30) days after the receipt of the request by Stemtech for processing.

2.27 – Inactive Status

Any Independent Partner who does not place a product order or have a retail direct customer place an order for a six (6) consecutive month period will be cancelled for inactivity. This will disable Back Office access, deactivate any personal website and result in the permanent loss of any downline. It is the responsibility of the Independent Partner to monitor his/her activity to remain active. If an Inactive Partner wishes to become Active again, he or she must contact Partner Services, pay any applicable renewal fee, and place a product order either him/herself or through a retail customer. Once a Partner is cancelled for inactivity, he or she must wait six (6) calendar months before re-enrolling.

Section 3 - Sponsorship and Training

3.1 - Sponsoring

13

All Partners (“Sponsors”) in good standing have the right to Sponsor and enroll others into the Stemtech business opportunity. Each prospective Applicant has the ultimate right to choose his/her own Sponsor. Stemtech Partners are compensated only for the generation of product sales, not for Sponsoring new Partners into Stemtech. Partners are strictly prohibited from enrolling sham Partners and causing sales volume to be generated by or under such Partnership for the purpose of meeting qualifications and/or earning additional commissions. Prior to signing the Partnership Agreement, Sponsors are responsible for reviewing with the applicant the terms and conditions of the Governing Documents. Every Sponsor is expected to exercise the utmost diligence to avoid the appearance that he/she is acting as an employee or agent of Stemtech. The independent contractor status of the Sponsor shall be maintained and clearly represented at all times.

A Sponsor may place a new enrollee under another Partner in his or her Downline (the “Placement Sponsor”). If a Sponsor wishes to assign the new Partner to a Placement Sponsor, the placement must be completed in the “Waiting Room,” (located in the “My Organization” section of your Back Office) within the first calendar month of the new enrollee’s application submission.

3.2 - On Going Training

All Partners should perform a bona fide assistance and training function to ensure that his/her Downline is properly operating his/her Stemtech Partnership. Sponsors should have ongoing contact and communication with the Partners in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voicemail, electronic mail, and the accompaniment of Downline Partners to Stemtech meetings, training sessions, and other functions. Sponsors are also responsible to motivate and train new Partners in Stemtech product knowledge, effective sales techniques (including how to complete a sale and the preparation of order forms and receipts), the Stemtech Opportunity, and compliance with Company’s P&Ps and Governing Documents. Communication with and the training of Downline Partners must not, however, violate Section 4.

Sponsors shall make clear to Downline Partners that they do not need to purchase training materials as a condition to obtaining advice from the Sponsor. If Sponsors charge for any training they shall, for 14 days afterwards, offer full refunds (less the cost of any subsistence) to any Partner who is dissatisfied with the training.

3.3 - Ongoing Communication with Downline Organisation

Sponsors should monitor the Partners in their Downline organisations to ensure that Downline Partners do not make improper product or business claims, or engage in any illegal or inappropriate conduct.

3.4 - On-going Sales

Responsibilities: Regardless of their level of achievement, Partners have an on-going obligation to continue to personally service and promote sales through the generation of new and existing Retail Customers and his/her Downline Partners.

3.5 - Enroller or Placement Sponsor Transfer

To protect the integrity of the Stemtech Opportunity and all Downline Organizations and to safeguard the hard work of all Partners, Stemtech strongly discourages changes in Sponsorship. Maintaining the integrity of Sponsorship lines is critical for the success of every Partner and Downline Organization. Accordingly, the transfer of a Stemtech Partnership from one Sponsor to another is rarely permitted.

Aside from placement of Partners from the online “waiting room” within the calendar month after initial enrolment, Partners requesting a change of Sponsor must submit a fully completed Sponsorship Transfer Form to the Partner Services Department along with a £100 fee which must be paid in full prior to any transfer approval. The Sponsorship Transfer Form must be signed by the immediate seven (7) Partners in the upline of the Partner requesting the transfer. A Partner may only request a Sponsor transfer one (1) time.

14 Except in appropriate cases involving fraudulent Sponsoring DOWNLINE PARTNERS WILL NOT BE MOVED WITH THE TRANSFERRING PARTNERSHIP. All requests for transfer alleging fraudulent enrolment practices (which includes any enrolment practices which breach the Governing Documents) must be submitted to the Partner Services Department within thirty (30) days of the date the Application was accepted by Stemtech and shall be evaluated on a case by case basis. It shall be within Stemtech’s sole discretion whether the Downline of the transferring Partner will be moved along with him or her.

3.6 - Cross-Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. “Cross sponsoring” is defined as the enrolment of an individual who, or entity that, already has a current Customer or Partner Agreement on file with Stemtech, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use of a spouse’s or relative’s name, trade names, assumed names, corporations, partnerships, trusts, fictitious ID numbers, or any other artifice to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Stemtech business in accordance with Sections 3.5, 3.7, or 3.8. If Cross Sponsoring is discovered, it must be brought to the Company’s attention immediately. Stemtech may take disciplinary action against the Partner that changed organisations and/or those Partners who encouraged or participated in the Cross Sponsoring. Stemtech may also move all or part of the offending Partner’s Downline to his or her original Downline organisation if the Company deems it equitable and feasible to do so. However, Stemtech is under no obligation to move the Cross Sponsored Partner’s Downline organisation, and the ultimate disposition of the Downline Organisation remains within the sole discretion of Stemtech. Each situation will be reviewed on a case-by-case basis. Partners waive all claims and causes of action against Stemtech arising from or relating to the disposition of the Cross Sponsored Partner’s Downline organisation.

3.7 - Voluntary Termination and Re-application

A Partner may legitimately change organisations by voluntarily terminating his/her Partnership Agreement and remaining inactive (i.e., no purchases of Stemtech products for resale, no sales of Stemtech products, no Sponsoring,

no attendance at any Stemtech functions or participation in any other form of Partner activity, or operation of any other Stemtech Partnership) for six (6) full calendar months. Following the six (6) calendar month period of inactivity, the former Partner may reapply under a new Sponsor. Stemtech reserves the right to waive the six (6) calendar month requirement on a case-by-case basis.

3.8 - Sale, Transfer or Assignment of a Stemtech Partnership

Although Partners have an interest in and are authorised to operate a Stemtech Partnership, the sale, transfer or assignment of a Stemtech Partnership is subject to certain limitations. Stemtech Partnerships may only be acquired by or sold, transferred or assigned to Stemtech, the Primary Partner's active upline Sponsors, or a non-Stemtech Independent Partner upon payment to Stemtech of a fee of £100 for administration and data processing costs, which must be paid prior to the sale, transfer, or assignment. Stemtech reserves the right to waive or adjust such fees on a case-by-case basis. A Stemtech Partnership may not be acquired by or sold, transferred or assigned to any inactive Sponsors or existing Downline or cross-line Partners. All Partnership sales, transfers, or assignments shall be subject to the approval of Stemtech, which shall not be unreasonably withheld. Stemtech may decline to approve the sale, transfer, or assignment of any Partnership that has been in violation of the Agreement within the preceding twelve (12) months of the request. If a Partner is considering or desires to sell, transfer, or assign his/her Partnership, he/she must first notify the Partner Services Department before any sale documents are discussed or entered into. Partners who complete a sale, transfer, or assignment without the authorisation of Stemtech will be liable to that transaction being declined and the Partnership terminated by Stemtech. To effect a sale, transfer or assignment of a Stemtech Partnership, the following appropriate legal documentation must be provided to Stemtech:

1. Signed agreement of sale, transfer or assignment;
2. £100 transfer fee;
3. A completed Partner Agreement, including the current Partner ID Number, with the words "Sale/Transfer/ 15 Assignment" (whichever applies) written across it.

3.9 - Transfer Upon Death of a Partner

Upon the death of a Partner, his/her Partnership may be passed to his/her successors in interest according to a deceased Partner's will or other testamentary instrument, so long as the provision of this policy are adhered to. Appropriate legal documentation must be submitted to Stemtech to ensure the transfer is proper. Accordingly, a Partner should consult a lawyer to assist him/her in the preparation of a will or other testamentary instrument, which should include instructions for handling his/her Stemtech Partnership. To effect a testamentary transfer of a Stemtech a Stemtech Partnership, the successor must provide the following appropriate legal documentation to Stemtech Partnership, the successor must provide the following appropriate legal documentation to Stemtech to ensure the transfer is proper:

1. An original death certificate;
2. Partner Letters testamentary or a court order appointing an administrator or executor of the estate, and written instructions from the administrator or executor explaining how the business is to be distributed;
3. A completed Partner Agreement with the words "RECORD CHANGE" in the section designated for a Sponsor's signature as the Sponsor's signature is not needed.

The successor must:

1. Comply with the provisions of the Agreement; and
2. Meet all of the qualifications for the deceased Partner's status; and
3. The compensation of a Stemtech Partnership transferred pursuant to this section will be paid as a single payment jointly to the devisee(s) or to a single Business Entity formed by the devisee(s).
4. If the beneficiary is a minor, the Partnership must be held in trust until such time as the beneficiary attains the age of majority.

An exception to the Multiple Partnerships Per Household policy (Policy 2.11) will be taken into consideration in cases of a Partner or Partners receiving an interest in another Partnership through inheritance. Requests for exceptions to policy 2.11 must be submitted in writing to the Stemtech Partner Services Department within thirty (30) days of a Partner's receiving an interest in a second business through inheritance.

3.10 - Transfer Upon Incapacitation of a Partner

To effect a transfer of a Stemtech Partnership because of incapacity, the successor must provide the following to Stemtech: (a) a certified copy of the power of attorney granted by the incapacitated Partner; (b) a certified copy of the document executed by the attorney transferring the Stemtech Partnership to the successor; and (c) a completed Partnership Agreement executed by the successor.

3.11 - Agreements Between Stemtech Partners

Stemtech will not recognize any agreements between Stemtech Independent Partners relating to distribution of commissions, bonuses, generation overrides, or Sponsorship.

3.12 - Confidentiality and Genealogy Reports

16 All Genealogy and Downline activity reports, as well as the information contained therein, and all information relating to the identities, organisations, sales volumes, and contact information of Partners contained in any Partner Back Office, are confidential and constitute proprietary information and business trade secrets belonging to Stemtech. Genealogy and Downline activity reports, and Partner Back Offices are provided in strictest confidence and are made available to Stemtech Partners for the sole purpose of assisting them in working with their respective Downline Organisations in the development of their Stemtech Partnerships, and may only be used for such purpose. All Partners and Stemtech agree that, but for this agreement of confidentiality and nondisclosure, Stemtech would not provide Genealogy and Downline activity reports or Partner Back Office to any Partner. Stemtech will provide Partners with Genealogy and Downline activity reports, at a nominal cost. THIS SECTION 3.12 SHALL SURVIVE TERMINATION OF THE AGREEMENT.

Stemtech Partners shall not, on his/her own behalf, or on behalf of any other person or Business Entity:

- (a) Directly or indirectly disclose any information contained in any Genealogy and/or Downline activity report or Partner Back Office to any third party;
- (b) Use any proprietary or trade secret information for any purpose other than promoting his/her Stemtech Partnership and generating sales of Stemtech products and services;
- (d) Recruit or solicit any Partner or Retail Customer listed on any report or in any Back Office; or
- (e) In any manner attempt to influence or induce anyone to alter their business relationship with Stemtech.

Upon demand by the Company, any current or former Partner will return the original and all copies of Genealogy and/or Downline activity reports and any hard copies or downloads of any Back Office information, to the Company.

3.13 - Loyalty to the Company

Stemtech wants to provide its Partners with the best products, Opportunity, and service in the industry. Accordingly, Stemtech values Partners constructive criticisms and comments. All such comments should be submitted in writing to the Partner Service Department. Remember - to best serve our Partners, Stemtech must hear from them. While the Company welcomes constructive input, negative comments and remarks made in the field by Partners about the Company, its products, or Opportunity serve no purpose other than to sour the enthusiasm of other Stemtech Partners. Accordingly, Partners must not make negative, derogatory, or defamatory comments about Stemtech, its products, programs, management, or employees to any third party, including, but not limited to, other Stemtech Partners.

3.14 - Dissolving a Stemtech Partnership, Including Divorce

A Stemtech Partnership may be dissolved in such cases as divorce and Business Entity dissolution. During the course of a divorce or Business Entity dissolution the affected parties are expected by Stemtech to conduct themselves in a manner so as not to engage or involve other Stemtech Independent Partners or any Stemtech officers, directors, shareholders, employees, agents, etc. in any controversy or dispute. Further, the affected parties are expected to conduct themselves

in accordance with the Agreement and in such a manner that will not adversely affect any Stemtech officers, directors, shareholders, employees, agents, etc., or the businesses or income of other Stemtech Independent Partners.

During a pending divorce, or dissolution of a Business Entity, neither party may apply for a separate Stemtech Partnership. Upon notification to the Partner Services Department that a divorce or dissolution is pending, no activity will be permitted on the Partnership unless all parties sign the request (e.g. change of address, name, and payee on compensation payments etc.).

In the event of a divorce or a dissolution of a Business Entity, the final Decree or Judgment or dissolution documentation must identify the individual(s) who will operate the Stemtech Partnership. A Stemtech Partnership may not be divided in any manner, nor will Stemtech be responsible for making compensation payments in the form of more than one payment. The existing lines of Sponsorship beneath the affected Stemtech Partnership must remain intact. A former spouse or officer(s), director(s), shareholder(s) who has completely relinquished all rights in the Stemtech Partnership to the other affected party(ies) is free to (a) apply as a new Stemtech Partner under the original Sponsor or (b) apply as a new Partner in a completely different line of Sponsorship of the new Partner's choice. The six (6) calendar month waiting period set forth in Sections 3.7 and 9.2, regarding voluntary termination will not apply in divorce situations, but shall apply in cases involving the dissolution of a business entity.

Section 4 - Trademarks, Literature and Advertising

4.1 - General

All Partners shall safeguard and promote the good reputation of Stemtech and its products. The marketing and promotion of Stemtech, the Stemtech Opportunity, and Stemtech products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices. 17

To promote both the products and the tremendous opportunity Stemtech offers, Partners must use the Marketing Materials and support materials produced by Stemtech. The rationale behind this requirement is simple. Stemtech has carefully designed its products, product labels, Opportunity, and promotional materials to ensure that each aspect of Stemtech is fair, truthful, substantiated, and complies with the vast and complex applicable legal requirements. If Stemtech Partners were allowed to develop their own Marketing Materials and promotional materials (which includes Internet advertising), notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting a Stemtech Partnership is almost certain. These violations would jeopardize the Stemtech Opportunity for all Partners. Accordingly, Partners must not produce their own literature, advertisements, Marketing Materials, audios, videos, and promotional materials, or internet web pages without the written consent of Stemtech.

Stemtech does not permit Partners to create side-businesses selling sales aids (which includes but is not limited to websites and/or "business systems") to any other Stemtech Partners. Therefore, Partners must not sell or attempt to sell sales aids to any other Stemtech Partners, including without limitation any products, services or items that may be represented as tools to assist in making a Partner more successful at his or her Stemtech business.

Partners may not reproduce Stemtech-produced sales aids either electronically or in print unless the information is taken from the Stemtech Document Library and printed exactly as posted in the Document Library and within the prescribed standards of Stemtech.

4.2 - Trademarks and Copyrights

Stemtech will not allow the use of its trade names, trademarks, product names, designs, or symbols, or any derivatives thereof (collectively the "Marks"), including but not limited to Stemtech UK Limited, SE2®, StemFlo® etc., by any Partner without its prior written permission. Notwithstanding the foregoing, Partners may use the Marks provided in the Stemtech Document Library so long as the Partner identifies himself/herself as a Stemtech Independent Partner.

Partners may use the Stemtech Independent Partner logo that is posted in the Document Library on their websites or web pages.

Stemtech will not allow the use of the Marks, or any derivatives thereof, including but not limited to Stemtech UK Limited, SE2®, StemFlo® etc., by any Partner in any domain name or URL, email address, social media handle, or username.

Partners may not use the Stemtech name or product names as a username in any self-created email or Stemtech Back Office available email address, example: Stemtech@Stemtech.com.

Partners shall not reproduce for personal use, sale or distribution any recorded events that are either Sponsored by Stemtech or where a Stemtech Corporate employee is speaking including, but not limited to, telephone calls, voicemail messages and speeches, without written permission from Stemtech. Nor may Partners reproduce for sale or for personal use any recording of company-produced audio or videotape presentations.

4.3 - Literature

Only official Stemtech literature may be used in representing Stemtech Products, the Stemtech Opportunity, and/or the Stemtech Compensation Plan. Stemtech brochures, inserts, and other sales aid items available from Stemtech are copyrighted and may not be reproduced, duplicated or reprinted without express written permission from Stemtech.

4.4 - Mass Recruitment, Sales Techniques and Internet Web Site Use

18 Except as provided in this Section, Partners may not use or transmit unsolicited faxes, mass e-mail distribution, unsolicited e-mail, or "spamming" relative to the operation of their Stemtech Partnership. The terms "unsolicited faxes" and "unsolicited e-mail" mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting Stemtech, its products, its Opportunity, or any other aspect of Stemtech which is transmitted to any person. Exception: these terms do not include a fax or e-mail sent: (a) to any person with that person's prior express invitation or permission or (b) to any person with whom the Partner has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between a Partner and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding Stemtech products offered by such Partner; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

Because the Internet recognizes no geographical borders (Domestic or Foreign), information on the Internet may be legal in one Country and illegal another. Therefore, Partners desiring to utilize an Internet web page to promote his/her Partnership must do so through the Company's official website, using official Stemtech replicated templates and the Stemtech shopping cart. No use of self-created websites will be allowed using a third party shopping cart. All online sales must use the official Partner replicated Stemtech shopping cart.

Partners may create websites or web pages, but may only use authorised content that is obtained directly from the Stemtech Document Library.

Partners may use banners as provided by Stemtech directing to their own replicated Stemtech Shopping Cart.

4.5 - Catalogue and Magazine Advertising and Promotions

Stemtech Products, Opportunity and services shall not be promoted by means of using a catalogue of any kind including but not limited to a mail order catalogue and/or magazine, other than a catalogue or magazine that may be produced by Stemtech. Stemtech Products may only be promoted and advertised using Stemtech provided materials or materials that have been approved in writing by Stemtech.

4.6 - Print Advertising

Only Stemtech approved materials may be used in the placement of any advertising in any print media including, but not limited to flyers, brochures, display ads, signs, car windows, etc. in which the Independent Partner shall use Stemtech trademarks or copyrighted material in any advertising not produced by Stemtech. Approved materials may be found in the www.Stemtech.com Back Office. Partners are STRICTLY prohibited from using third party publications to market

Stemtech products, nor may any Stemtech Partner sell or attempt to sell any third-party sales materials, to any other Stemtech Partner.

4.7 - Telephone Listing and Display Ads

A Stemtech Independent Partner who has achieved the Partner status of Executive Director and who has actively participated in building his/her Stemtech Partnership for a minimum of six (6) months may list in a business telephone directory under the Partner's name, with the words "INDEPENDENT PARTNER FOR Stemtech." or "INDEPENDENT PARTNER FOR Stemtech PRODUCTS." No other elaboration is permitted.

4.8 - Electronic Media

Stemtech Independent Partners must obtain permission from their Stemtech Regional Vice President before using radio television, or any other broadcast media advertising to publicize Stemtech, its Opportunity, or its products. Only official Stemtech literature and the self-replicated Stemtech system website may be used in representing Stemtech Products, and the Stemtech Opportunity. Stemtech brochures, inserts, and other sales aid materials available from Stemtech may NOT be electronically reproduced, duplicated, or reprinted without the express written consent of Stemtech with the exception of the Partners using the pre-approved information provided in the Stemtech Document Library. Use of third party E-books is strictly prohibited.

4.9 - Endorsements

The names of Stemtech officers, directors, shareholders, employees, and/or spokespersons or any anecdote relating to Stemtech officers, directors, shareholders, employees, or spokespersons may not be used in any form of advertisement without the prior express written consent of Stemtech.

19

4.10 - Media and Media Inquiries

NO Stemtech PARTNER IS AUTHORIZED TO BE A SPOKESPERSON TO THE MEDIA ON BEHALF OF Stemtech. Partners must not attempt to contact the media or respond to media inquiries regarding Stemtech, its opportunity, and/or products and services, or their independent Stemtech Partnership. All inquiries by any type of media must be immediately referred to Stemtech's Marketing Department. This policy is designed to assure a proper public image and that accurate and consistent information is provided to the public.

4.11 - Representations as a Stemtech Employee

Partners shall not hold themselves out as employees of Stemtech. A Partner may not answer his/her telephone by saying "Stemtech", "Stemtech UK Limited." or in any other manner that would lead the caller to believe that he/she has reached an official Stemtech office or that they are speaking with a Company officer, director, and/or employee. Stemtech Partners may not record a greeting message for telephones and voicemail services that expressly or implicitly implies the recipient is contacting an official office of Stemtech or that they will be speaking to a Company officer, director, and/or employee.

4.12 - Telemarketing

Stemtech Independent Partners are strictly prohibited from using telemarketing tactics of any kind to promote Stemtech its Opportunity, products, and services. This includes the use of automatic dialling machines, telemarketing boiler rooms, or an organised telecommunication campaign of any nature.

4.13 – Online Conduct

Partner Websites

If a Partner wishes to use an Internet web page to promote his or her business, he or she may do so through the Company provided Replicated Website. Partners may also develop their own Independent Websites. However, any Partner who wishes to develop their own Independent Website must obtain the Company's approval for that Website and must ensure that their Website adheres to all of the Company's policies, including but not limited to those policies that are specific to Independent Website requirements contained in this Section.

Independent Website Content

Notwithstanding any Company approval of a Partner's Independent Website, Partners are solely responsible and liable for their own Independent Website content, messaging, claims, and information, and must ensure that it appropriately represents and enhances the Stemtech brand and adheres to Stemtech's Policies and Procedures. Additionally, Independent Websites must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at Stemtech's sole discretion.

It is the Partner's obligation to ensure that their marketing activities, including but not limited to online marketing activities, are truthful, accurate, are not deceptive, and do not mislead customers or potential Partners in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, are prohibited. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization ("SEO") tactics, misleading click-through ads (for example having the display URL of a Pay-Per-Click ("PPC") campaign appear to be directed to an official Stemtech Corporate Site when it in fact goes elsewhere), unapproved banner ads, deceptive or false claims or representations, and unauthorised press releases. Stemtech will be the sole determinant of truthfulness and whether specific activities are misleading, deceptive or unethical.

20 All images on a Partner's Independent Website that depict Stemtech's products, income opportunity, logos, or images of any other nature must be Company-approved images and must be displayed in their proper context. Company-approved images are available only through the Document Library in Partner's Stemtech Back Office.

Third Party Intellectual Property

It is the sole responsibility of the Partner that owns, operates, or controls an Independent Website to ensure that if any third party content appears on the Independent Website, that he/she has the appropriate rights to reproduce the third party content. Should a third party assert any claim against Stemtech for infringement or misappropriation of its intellectual property by virtue of content appearing on a Partner's Independent Website, the Partner agrees to indemnify Stemtech for all legal costs, attorney's fees, litigation expenses, losses, damages, liabilities, settlements, judgments, or financial expense or cost of any other nature suffered or incurred by Stemtech arising out of or in connection with any such claim including responding to such claim or defending any action that may be filed.

Stemtech Independent Partner Disclosure

The following element must be prominently displayed at the top of every page of your Independent Website :

The Stemtech Independent Partner Logo.

The following element must be prominently displayed on the home and contact page of your Independent Website:

The statement "This is the website of [Your Name], Independent Partner for Stemtech UK Limited.

This is not the official website of Stemtech UK Limited, and is not approved or endorsed by Stemtech."

No eCommerce Retailing

A Partner's Independent Website must only facilitate the entry into his/her Stemtech Replicated Website and/or Stemtech's official corporate site. Partners may not facilitate an eCommerce environment that would facilitate this model, from an Independent Website. All orders must be placed through your official Replicated Website.

Partners may not list or sell Stemtech products on any online retail store or ecommerce site, nor may you enlist or knowingly allow a third party to sell Stemtech products on any online retail store or ecommerce site.

Online Sponsoring Activities

Partners operating an Independent Website may not enrol new Partners from their Independent Website. All enrolments must be conducted via the Partner's Stemtech replicated website. To facilitate enrolments, a Partner may place a link

from his or her Independent Website to the new Partner enrolment section of his or her replicated website which will in turn link to the official Stemtech website.

Domain Names, email Addresses and Online Aliases

Partners may not use or register Stemtech or any of Stemtech's trademarks, trade names, product names, slogans, or any derivatives of the foregoing, for any Internet domain name, email address online alias or social media name or address. Additionally, Partners may not use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of, Stemtech.

Stemtech Hotlinks

When directing readers to your Independent Website or replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader that the link will be resolving to the site of an independent Stemtech Partner. Attempts to mislead web traffic into believing they are going to a Stemtech corporate site, when in fact they land at a Partner site (replicated or independent) are prohibited. The determination as to what is misleading or what constitutes a reasonable reader will be at Stemtech's sole discretion.

Monetising Independent Websites

Partners may not monetise their Independent Website through affiliate programs, adSense or similar programs. Partners may place Stemtech approved banner ads on their Independent Websites that link to their Stemtech replicated website. Under no circumstances may a Partner charge other Partners a fee to access their Independent Website or any section or page of their Independent Website. Independent Partners must not sell, or attempt to sell, any training or marketing "system" from their Independent Website.

Online Classifieds

You may not use online classifieds to list, sell or retail Stemtech products and any sales traffic must be driven to the Stemtech replicated website. You may use online classifieds for purposes of prospecting the public about the Stemtech business opportunity and Stemtech products. However, you may not explain the Stemtech Compensation Plan on any online classified. Rather, you must place a Stemtech approved banner ad on the site which must link to your Independent Website, your replicated website, or the Stemtech Corporate site. These banners will identify you as a Stemtech Independent Partner. The banner must link to your Stemtech replicated website or your Independent Website.

21

eBay / Online Auctions

Stemtech's products and services may not be listed on eBay or other online auctions, nor may Partners enlist or knowingly allow a third party to sell Stemtech products on eBay or other online auction.

Banner Advertising

You may place Company-approved banner advertisements on a third-party website provided you use Stemtech-approved templates and images. All banner advertisements must link to your Stemtech replicated website or your Stemtech Independent Website. Company-approved banner ads are available in the Document Library of your Stemtech Back Office.

Stemtech banner ads may not be placed on any website that could, in Stemtech's sole discretion, damage the Company's reputation and goodwill. Prohibited websites include, but are not limited to, websites that contain pornography, that incite or promote hatred, violence, discrimination of any nature, intolerance, or which promote or advocate deceptive, illegal, immoral, or unethical conduct.

Spam Linking

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

Use of Third Party Intellectual Property

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper rights to use such intellectual property, and

paid the appropriate fee. All third-party intellectual property must be properly referenced as the property of the third-party, and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

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

Sponsored links or pay-per-click ads (PPC) for Independent Websites and replicated websites are acceptable. However, no Stemtech trademark, trade name, service mark, slogan or any derivative of the foregoing, may be used in a sponsored link or PPC. The destination URL must be to either the sponsoring Partner's Replicated Website or to the sponsoring Partner's Independent Website. The display URL must also be to either the sponsoring Partner's Replicated Website or to your Independent Website, and must not portray any URL that could lead the user to believe they are being directed to a Stemtech Corporate site, or be inappropriate or misleading in any way.

Data Collects and Privacy

If a Partner's Independent Website captures or collects any data from visitors to the site, the website must conspicuously post and adhere to its privacy policy. It is the Partner's sole responsibility to ensure that any website he/she operates or controls complies with all applicable online privacy, security, and data collection laws and regulations, including obtaining data subject consents to any proposed processing of their personal data.

4.14 – Social Media

22 Social Media may be used by Partners. However, Partners who elect to use Social Media must ensure that their postings comply with all of Stemtech's Policies and Procedures. While this Section contains Policies that are specific to Social Media, and Partner's Social Media postings must adhere to these Policies, all of the Company's Policies must be adhered to by Partners in their Social Media postings.

Partners Are Responsible for Postings

Partners are personally responsible for their postings and all other online activity that relates to Stemtech. Therefore, even if a Partner does not own or operate a blog or Social Media site, if a Partner posts to any such site that relates to Stemtech or which can be traced to Stemtech, the Partner is responsible for the posting. Partners are also responsible for postings which occur on any blog or Social Media site that the Partner owns, operates, or controls.

Identification as an Independent Stemtech Partner

You must disclose your full name on all Social Media postings, and conspicuously identify yourself as an Independent Partner for Stemtech. Anonymous postings or use of an alias is prohibited.

Social Media as a Sales and Promotion Forum

Social Media sites are relationship-building sites. While building relationships is an important part of the sales process, Social Media sites may not be used as a direct medium for generating sales or explaining the Stemtech income opportunity. Online sales may only be generated from a Partner's Stemtech replicated website or from websites authorized by Stemtech pursuant to this Section. Likewise, Partners shall not use any Social Media site to explain the Stemtech compensation plan.

Deceptive Postings

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

Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)

Partners may upload, submit or publish Stemtech-related video, audio or photo content that they develop and create so long as it aligns with Stemtech values, contributes to the Stemtech community greater good and is in compliance with Stemtech's Policies and Procedures. All submissions must clearly identify you as an Stemtech Independent Partner in the content itself and in the content description tag, must comply with all trademark, copyright, and legal requirements, and must state that you are solely responsible for this content. Partners may upload, submit or publish any content (video, audio, presentations or any computer files) received from Stemtech or captured at official Stemtech events or

in buildings owned or operated by Stemtech so long as it aligns with Stemtech values, contributes to the Stemtech community greater good and is in compliance with Stemtech's Policies and Procedures including the obtaining of appropriate consents.

Use of Third Party Intellectual Property

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper rights to use such intellectual property, and paid the appropriate fee. All third-party intellectual property must be properly referenced as the property of the third-party, and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

Respecting Privacy

Always respect the privacy of others in your postings. Partners must not engage in gossip or spread rumours about any individual, company, or competitive products or services. Partners may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

Professionalism

You must ensure that your postings are truthful and accurate. This requires that you fact-check all material you post online. You should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

Prohibited Postings

Partners may not make any postings, or link to any postings or other material that:

- Is sexually explicit, obscene, or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- Is graphically violent, including any violent video game images;
- Is solicitous of any unlawful behaviour;
- Engages in personal attacks on any individual, group, or entity;
- Is in violation of any intellectual property rights of the Company or any third party.

Responding to Negative Posts

Do not converse with one who places a negative post against you, other Independent Partners, or Stemtech. Report negative posts to the Company at compliance@Stemtech.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge who does not hold themselves to the same high standards as Stemtech, and therefore damages the reputation and goodwill of Stemtech.

Cancellation of Your Stemtech Business

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

Section 5 - Stemtech Partner Status and Compensation

For purposes of these P&Ps, the term compensation shall mean any compensation paid to Partners under the Stemtech Opportunity.

5.1 - Partnership Agreement

Compensation will not be paid until all parties having an interest in the Stemtech Partnership have signed the Partnership Agreement and it has been received and accepted by Stemtech.

5.2 - Hard Calendar Month

Compensation and Partner status achievement levels are calculated on a monthly basis. However, if the first day of the month falls on a weekend or legal holiday then the first day of the month will be the first business day of the month, except for orders received online. If the last day of the month falls on a weekend or holiday then the last day of the month will be the last business day of the month, except for orders received online.

5.3 - Payment Date

Compensation will be processed and paid between the 10th and 20th of the month following the month in which the compensation was earned. For example, compensation earned during the month of August will be paid between September 10 and September 20. This does not include any FastStart Bonuses, which are paid weekly, within two to three weeks from the end of a given calendar week volume period. The software system will reflect title promotions once monthly commissions are processed.

24 5.4 - Compensation Qualifications

A Partner must be active and in compliance with the Agreement to qualify for compensation under the Stemtech Opportunity. So long as a Partner complies with the terms of the Agreement, Stemtech shall pay commissions and other compensation to such Partners in accordance with the Stemtech Compensation Plan. The minimum amount for which Stemtech will direct a credit payment is €27.00, less a €2.00 processing fee (subject to change). If a Partner's compensation does not equal or exceed €25.00, the Company will accumulate the compensation until the Partner accrues a minimum total of €27.00. Direct deposit will be issued once €27.00 has been accrued. A €27.00 fee will be charged to a Partner if a commission is paid to an invalid direct deposit account.

5.5 - Adjustments for Returned Products and Marketing Materials

Partners receive compensation based on the actual sales of products and services to end consumers. When a product is returned to Stemtech for a refund or is repurchased by the Company, the compensation attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered from the Partners who received compensation on the sales of the refunded goods.

5.6 - Errors and Omissions

If a Partner has questions about or believes any errors have been made regarding compensation, Genealogy, Downline activity reports, or charges the Partner must notify the Stemtech Partner Services Department in writing within sixty (60) days of the date of the purported error or incident in question. Stemtech will not be responsible for any errors, omissions, or problems not reported within 60 days.

Section 6 - International Partnerships

6.1 - International Marketing

Because of critical legal and tax considerations, including: compliance with foreign laws regarding product approval or registration; regulations regarding ingredients, labelling, and packaging; cautionary statements; protection of intellectual property; compliance with customs, tax, and immigration laws; compliance with direct selling laws; product and income representations; and literature content and language requirements, Stemtech must limit the resale of Stemtech products and services and the presentation of the Stemtech Opportunity to prospective customers and Partners located within countries in which Stemtech is open for business. Moreover, allowing a few Partners to conduct business in markets not yet opened by Stemtech would violate the concept of affording every Partner the equal opportunity to expand internationally.

Accordingly, Partners are authorised to sell Stemtech products and services and enroll new applicants into the Stemtech Opportunity only in the countries in which Stemtech is authorised and officially open to conduct business, as announced in the Company newsletter, or other official Stemtech materials. Stemtech products or Marketing Materials cannot be shipped into or sold in any other country. Partners may sell, give, transfer, or distribute Stemtech products or Marketing Materials only in their home country. In addition, no Partner may, in any unauthorised country:

(a) conduct sales, enrolment or training meetings; (b) enrol or attempt to enrol potential customers or Partners; or (c) conduct any other activity for the purpose of selling Stemtech products, establishing a Downline Organization, or promoting the Stemtech Opportunity.

6.2 - Foreign Sales and Business Building Activities

25

Partners will only be authorised to sell Stemtech products and present the Opportunity in foreign countries that Stemtech has announced are officially open for business. Stemtech will notify Partners of the countries open for establishing a Partnership through the Company website, newsletter, or other official literature. Partners are not permitted to sell or ship Stemtech products (retail or wholesale) to any foreign country outside of the country where their Application is on file with Stemtech.

Section 7 - Purchase and Sale of Products, Payment and Shipping

7.1 - Excess Inventory Purchases Prohibited

Stemtech Partners may only purchase Stemtech products from Stemtech or from their immediate upline Sponsor. Partners are not required to carry inventory of products or Marketing Materials. Partners who do so may find making retail sales and building a Downline Organization somewhat easier because of the decreased response time in fulfilling retail customer orders or in meeting a new Partner's needs. Each Partner must make his/her own decision with regard to these matters. To ensure that Partners are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to Stemtech upon Partner's termination pursuant to the Terms & Conditions.

Stemtech strictly prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for compensation or advancement under the Stemtech Opportunity or in any contest, bonus, or other compensation program offered by Stemtech.

7.2 - Crossline and Downline Wholesaling

Partners must purchase products directly from the Company in order to receive volume credit associated with the purchase. If a Partner purchases products from another Stemtech Partner, the purchasing Partner will not receive

volume credit for the purchase and the inventory repurchase policy will not apply.

7.3 - Product Sales

The Stemtech Opportunity is based on the sale of Stemtech products and services to end consumers. Partners must fulfil personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for compensation and advancement to higher levels of achievement. To be eligible for compensation, Partners must satisfy the Personal Point Value (PPV) and Personal Group Point Value (GPV) conditions to fulfil the requirements associated with their rank as specified in the Stemtech Opportunity.

7.4 - Payment Options

When purchasing Stemtech products directly from Stemtech payment may be made in the form of a bank wire transfer (where applicable), an acceptable major credit card, or any other method established by Stemtech. No orders will be shipped without prior payment. It is the responsibility of each Partner to ensure that there are sufficient funds or credit available in his or her account to cover the monthly AutoShip orders. Though Stemtech may attempt to contact Partners in regard to orders cancelled due to insufficient funds or credit, orders that do not process in time may result in a Partner's failure to meet his/her PPV and/or GPV requirements for the month.

7.5 - Personal Cheque Policy

26 Stemtech UK Limited does not accept cheques of any description.

7.6 - Restrictions on Third Party Use of Credit Cards & Current Account Access

A Partner should not use his/her credit card, or permit debits to his/her current account, to enrol or to make purchases from the Company for other Partners or Retail Customers. Similarly, only the Partner whose name appears on the Partner Application and Agreement may place orders on his or her credit card or account. Stemtech does not accept multiple credit cards to pay for one order.

7.7 - Timely Delivery Of Products And Marketing Materials

Stemtech will normally process Stemtech product and Marketing Materials orders within two (2) business days of receiving an order. Shipment is made by common carrier. Unless specifically requested otherwise, delivery should arrive within seven (7) to fourteen (14) business days from the date of shipment. Carrier shipping may require a signature for verification of receipt. AutoShip orders must be sent to the ordering Partner or Customer's address listed on the order form. AutoShip orders may not be drop shipped.

7.8 - Damaged Goods

Upon receipt, all goods must be immediately inspected by the Partner to determine any possible damage. Lost or damaged packages are the responsibility of the carrier once it has taken physical custody of the goods from Stemtech. If a Partner receives damaged goods he/she must complete the following steps within thirty (30) days of receipt of the damaged goods:

- (a) Accept the delivery from the carrier, and
- (b) Telephone the Partner Services Department and inform the representative: (1) the type/amount of damage,

(2) the ship to address, (3) the ID number, and (4) any other information determined to be necessary by the Partner Services Representative.

(c) The Partner Services Representative will notify the carrier of the damaged goods and arrange for them to be picked up by the carrier and inspected.

(d) The Partner Services Representative will make the necessary arrangements for the damaged goods to be replaced and reshipped.

Without properly adhering to the above procedures, there may be a delay in the replacement of damaged goods.

7.9 - Price Changes

Stemtech reserves the right to change the prices for any or all of its products and Marketing Materials, and amend point values, and/or bonus values associated with products, at any time without prior notice.

7.10 - Retail Pricing And Receipts

Although Stemtech provides a suggested retail price as a guideline Stemtech Independent Partners may sell Stemtech Products at whatever retail price he/she and his/her customers agree upon. All Partners must provide their retail customers with two copies of an Stemtech sales receipt in the form prescribed by Stemtech and issued by the Partner in its capacity as a Stemtech independent Partner at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee for Stemtech products, as well as any consumer protection rights afforded by law. Partners must maintain a copy of all retail sales receipts for a period of two (2) years and furnish them to Stemtech at the Company's request. Records documenting the purchases of Partners' Direct Customers will not be maintained by Stemtech. Partners are not allowed to indulge in unlawful predatory pricing by selling Stemtech products below the price at which those products are purchased by Partners and must charge reasonable shipping and handling rates.

27

7.11 - Retail Outlets

Stemtech products shall not be sold or displayed in any major/chain retail outlet store including, but not limited to supermarkets, food stores, drug stores, pharmacies, health food stores (with the exception of health food stores (up to three locations) operated by a sole proprietor), or any other type of major/chain retail establishment. Stemtech Products may be displayed and sold in private clubs, such as health spas, and appointment only businesses, such as beauty salons. Product can be placed behind or next to a Stemtech Independent Partner who is attending to the register, food bar, or similar setting (as long as an Independent Partner is there to supply product knowledge and answer questions).

Stemtech products shall not be displayed for public view such as in display windows. Stemtech products may only be displayed in a manner that is visible to clientele from inside the place of business. Stemtech Partners may sell and display Stemtech products in a designated area in such places as a kiosk and/or flea market as long as the person offering the product is an Independent Partner.

This policy does not prohibit a storeowner from being a Stemtech Independent Partner. If the storeowner has more than one physical location from which he/she sells Stemtech products, the storeowner must have an active Stemtech Independent Partner present at each location during business hours to demonstrate Stemtech products, answer any questions that a prospective Retail Customer or potential Partner may have and to present the Stemtech Opportunity. Online auction or sales sites including but not limited to eBay, MySpace, Craigslist, and Amazon are prohibited retail outlets and may not be used as a venue to market Stemtech products or promote the Stemtech opportunity. Any Partner supplying product to a non-Partner for resale on online sites will be in violation and subject to company sanctions.

Partners may use authorized information from the Stemtech Document Library on Facebook, YouTube and other social media.

Partners may use any Stemtech YouTube video from Stemtechonyoutube.com on independent websites as long as the Stemtech Independent Partner logo is also displayed.

7.12 - Exhibit Space

Partners may rent exhibit space at special events such as health fairs, nutrition shows and business expos, etc. When a Partner has purchased exhibit space, other Partners who have not purchased exhibit space are strictly prohibited from “walking the floor” at such events, either inside or directly outside the facility and discussing and/or demonstrating Stemtech products to other exhibitors or visitors. Stemtech does not prohibit two (2) or more Partners from renting exhibit space at the same event if the event promoter permits such practice.

Event promoters establish their own criteria for renting exhibit space. It is solely at the discretion of the event promoter to rent their space under the terms and conditions they establish including rental fees and/or services. To avoid violation of this policy, Stemtech suggests that Partners renting exhibit space first contact the event promoter to determine (a) under what conditions you will be renting the space, (b) will every renter be paying the same amount, (d) will other Partners be permitted to rent space, and (c) has any other Stemtech Independent Partner rented space at this event. Disputes concerning rented exhibit space must be resolved between the Partners and the event promoter. To avoid encroaching on another Partner’s rented space, before you “walk the floor” check with the event promoter and confirm that another Stemtech Independent Partner has not rented exhibit space.

7.13 - General Order Policies

On mail orders with invalid or incorrect payment, Stemtech will attempt to contact the Partner by phone and/or mail to try to obtain another payment. If these attempts are unsuccessful after five working days the order will be returned unprocessed. Stemtech maintains no minimum order requirements. Orders for products, services, and Marketing Materials may be combined.

28

7.14 - Back Order Policy

Stemtech will expeditiously ship any part of an order currently in stock. If, however, an ordered item is out-of-stock, it will be placed on back order and sent when Stemtech receives additional inventory. Partners will be charged and given PPV on back ordered items unless notified on the invoice that the product has been discontinued. Stemtech will notify Partners and Retail Customers if items are back-ordered and are not expected to ship within thirty (30) days from the date of the order. An estimated shipping date will also be provided. Back ordered items may be cancelled upon a Retail Customer or Partner’s request. Retail Customers and Partners may request a refund, credit on account, or replacement merchandise for cancelled back orders. If a refund is requested, the Partner’s PPV will be decreased by the amount of the refund in the month in which the refund is issued.

7.15 - Confirmation of Order

A Partner and/or recipient of an order must immediately confirm that the product received matches the product listed on the shipping invoice, and is free of damage. Failure to notify Stemtech of any shipping discrepancy or damage within thirty (30) days of shipment will cancel a Partner’s right to request a correction.

7.16 - Deposits

No monies should be paid to or accepted by a Partner for a sale to a personal Retail Customer except at the time of product delivery. Partners should not accept monies from Retail Customers to be held on deposit in anticipation of future deliveries.

Section 8 - Retail Guarantee, Returns and Refunds

8.1 - Returns by Retail Customers

Stemtech offers, through its Partners, a 100% thirty (30) day unconditional money-back guarantee to all Retail Customers. Every Partner is bound to honour the Retail Customer Guarantee and is responsible for the refund amount. If, for any reason, a retail customer who purchased a Stemtech product from a Partner is dissatisfied with it, the Retail Customer may cancel their contract within thirty (30) days of the date of delivery of the products and return the unused portion of the product to the Partner from whom it was purchased within 14 days of such cancellation, for a replacement, exchange or a full refund of the purchase price (less shipping). In the case of retail direct Customers (those who purchased product directly from Stemtech) Stemtech is responsible for the Retail Customer Guarantee and the product shall be returned directly to Stemtech.

8.2 - Returns by Partners (Products Purchased for Personal Consumption)

If a Partner is not satisfied with any Stemtech product purchased for personal use, the Company offers a 100% thirty (30) day money-back guarantee (less shipping). This guarantee is limited to €250,00 total per year. If a Partner wishes to return product exceeding €250,00 in any 12-month period, the Partner shall be deemed to be in breach of the prohibition on excess inventory purchases in Section 7.1 and accordingly the Company shall be entitled to terminate the Partnership Agreement for breach and to repurchase the inventory pursuant to the terms of Section 8.4.

8.3 - Returns by Partners for Replacement

In the instance of a Retail Customer returning product to a Partner, the Partner may then return it to Stemtech along with (a) the Retail Customer receipt, (b) a statement from the Retail Customer as to the reason why he/she returned the product (if available), and (c) any unused portion of product. Stemtech will then replace the product within thirty (30) days. Shipping of the return product to Stemtech is the responsibility of the Partner. However the replacement shipped to the Partner will be at Stemtech's expense. In the case of non-Product items purchased by a Partner, Stemtech may, upon request and at its sole discretion, exchange such items purchased within the last thirty (30) days. In such case the Partner must pay any price and tax differences, all shipping charges, and a 10% restocking fee. Furthermore, the items sent in for exchange will be rejected if they are not in perfect resalable and marketable condition. Stemtech shall not be responsible for shipping back rejected items. For return procedures, see Section 8.5.

8.4 - Termination Returns

Upon termination of the Partnership Agreement, the Partner may return inventory and Marketing Materials for a refund in accordance with the Terms & Conditions.

The 70% rule will be taken into consideration when calculating refundable products.

8.5 - Returns Procedure, Return Merchandise Authorization

The following policies do not apply to any returns made on termination of the Agreement and do not affect the Partner's statutory rights.

- (a) PRIOR TO THE RETURN of any Stemtech products and/or Marketing Materials, the Partner is to notify the Stemtech Partner Services Department for authorisation to return the product. Upon notification, the Partner Services Representative will send to the Partner a Return Merchandise Authorisation form. Upon receipt of this form, the Partner is to complete the form and return it to the issuing Partner Services Department for authorisation to return any Stemtech products and/or Marketing Materials. DO NOT SEND YOUR RETURN PRODUCTS OR MARKETING MATERIALS AT THIS TIME. THE RETURN MERCHANDISE AUTHORISATION FORM MUST BE REVIEWED AND AUTHORISED BY Stemtech BEFORE ANY RETURNS MAY BE CONSIDERED FOR A REFUND.

- (b) Upon review of the Return Merchandise Authorisation form, the Partner Services Representative will notify the Partner of the authorisation number and packaging instructions, including shipping labels, to be used on the return. NO RETURN WILL BE ACCEPTED BY Stemtech WITHOUT A RETURN AUTHORISATION NUMBER ON ALL SHIPPING LABELS.
- (c) Upon receipt of the authorisation number and packaging instructions, the Partner may return only the requested Stemtech products and/or Marketing Materials listed on the authorisation form.
- (d) Upon receipt and favourable inspection of the products and/or Marketing Materials being returned, Stemtech will process a refund payment on or about the 15th of the month following the month in which the products and/or Marketing Materials were received by Stemtech. If the products and/or Marketing Materials are not in restockable, reusable and resalable condition, Stemtech will notify the Partner to forward to Stemtech the cost for return shipment of the products and/or Marketing Materials and will return the merchandise to the former Partner. Any products and/or Marketing Materials not considered by Stemtech to be refundable must be claimed by the Partner within thirty (30) days of notice by Stemtech or they will be destroyed.
- (e) ANY PARTNER WHO RETURNS Stemtech PRODUCTS AND/OR MARKETING MATERIALS without proper authorisation from Stemtech will receive notification from the company and will risk a delay in any possible refund.
- (f) If the Partner returns any order without the proper Return Authorization Number, the Company will deduct an additional 10% restocking fee minus the shipping.

Section 9 - Termination and Non-Renewal

30 9.1 - Termination for Breach

A Partner's violation of any of the terms of the Agreement, including any amendments that may be made by Stemtech in its sole discretion, may result in any of the sanctions listed in Section 10.2, including the termination of his/her Partnership Agreement. Termination shall be effective on the date on which written notice is issued to the Partner via mail, Email, fax, or overnight courier, or when the Partner receives actual notice of termination, whichever occurs first. If a Partner is terminated by Stemtech, he/she shall not be permitted to reapply become a Stemtech Independent Partner or operate a Stemtech Independent Partnership. Stemtech reserves the right to waive this provision on a case-by-case basis.

9.2 - Voluntary Termination

Partners may terminate their Partnership Agreement at any time, regardless of reason by submitting a letter of cancellation to the Partner Services Department. The written notice must include the Primary and all Secondary Partner signatures, printed name, address, and ID Number. Partners who voluntarily terminate his/her Partnership Agreement will be required to wait six (6) calendar months before reapplying to Stemtech for authorisation to become a Stemtech Independent Partner or operate a Stemtech Independent Partnership. Stemtech reserves the right to waive this provision on a case by case basis.

9.3 - Non-renewal

A Partner may also voluntarily terminate his/her Partnership Agreement by failing to renew the Partnership Agreement on its Anniversary Date. Partners who voluntarily terminate due to nonrenewal of his/her Partnership Agreement will be required to wait six (6) calendar months before reapplying to Stemtech for authorisation to become a Stemtech Independent Partner or operate a Stemtech Independent Partnership. Stemtech reserves the right to waive this provision on a case-by-case basis, or convert the Partner to a Member or other type of Wholesale Buyer.

9.4 - Termination for Inactivity

A Partner's business will be terminated for lack of activity if the Partner fails to generate any PPV as set forth in the Stemtech compensation plan for six consecutive months. The Partner may be converted to a Member or other type of Wholesale Buyer at the discretion of Stemtech if the former Partner requests that he be allowed to purchase as a Member.

9.5 - Effect of Termination or Non-Renewal

Upon the cancellation, termination, or the non-renewal of a Partner's Agreement, the former Partner shall immediately discontinue holding him/herself out as a Partner, and shall discontinue all sales, recruiting, and marketing practices related to Stemtech. The former Partner shall not be entitled to future commissions, bonuses, or remuneration of any kind, from Stemtech, and waives all rights, including any property rights that he or she may claim, to his or her former Downline organization.

Section 10 - Dispute Resolution and Disciplinary Proceedings

10.1 - Grievances and Complaints

When a Partner has a grievance or complaint with another Partner regarding any practice or conduct including any practice or conduct in violation of or alleged to be in violation of the Governing Documents, the protesting Partner should first report the matter to his or her Sponsor who should review the matter and try to resolve it with the other Partner's upline Sponsor. To report a violation, the protesting Partner must provide a written complaint letter to the Partner Services Department within thirty (30) days of the violation. The complaint letter should include the names and any other relevant information relating to all parties involved, a detailed description of the situation, and any witness statements then available, evidence, etc. Partner Services will review the complaint letter and attempt to resolve it. If Partner Services cannot resolve the complaint, it will then be forwarded to the Stemtech Compliance Board. 31

10.2 - Disciplinary Sanctions

- (a) Issuance of a written warning or admonition by regular or certified mail; and/or
- (b) Suspension of the Partner's self-replicated Stemtech website for first or second offences; and/or
- (c) Imposition of a fine, which may be withheld from compensation payments for one or more pay periods; and/or
- or
- (d) termination of the offender's Partnership Agreement; and/or
- (e) Requiring the offender to take immediate corrective measures; and/or
- (f) Any other measure expressly allowed within any provision of the Agreement; and/or
- (g) Suspension of the offender's Partnership Agreement for one or more compensation pay periods; and/or
- (h) Stemtech may withhold from an offender all or part of the offender's compensation payments during the period that Stemtech is investigating any conduct allegedly violating the Agreement. Loss of commissions being paid may result for first or second offenses at the sole discretion of the company. If disciplinary action is taken by Stemtech or if an offender's Partnership Agreement is cancelled during an investigation, or terminated, the former Partner will not be entitled to recover any compensation payments withheld during the investigation period;
- (i) Any other measure which Stemtech deems practicable to implement and appropriate to equitably resolve injuries caused, partially or exclusively, by the offender's policy violation or contractual breach;
- (j) In situations where Stemtech deems appropriate, Stemtech may institute legal proceedings for monetary and/or equitable relief.

Section 11 - General Provisions

11.1 - Product Claims

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products or services offered by Stemtech may be made except those contained in official Stemtech literature. In particular, no Partner may make any claim that Stemtech products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases, or may otherwise make any medicinal claims in relation to any Stemtech products or present any Stemtech products in any medicinal context.

11.2 - Income Claims and Testimonials

Income claims include express claims, such as "I made £XXX.00 last month in my Stemtech business," and implied claims such as "replace your income from your job," or "drive the car of your dreams." Implied claims also include images such as pictures of luxury vehicles, boats, homes, etc. Partners may use income claims and testimonials in the promotion of their business so long as the claim or testimonial adheres to the following requirements:

- Any testimonial must truthfully and accurately depict the Partner's own income;
- The claim or testimonial must not be deceptive or misleading in any fashion;
- Any testimonial must relate to the Partner's income from his/her Independent Stemtech business only;
- A testimonial must relate only to the Partner's Stemtech income that has been earned within the immediately preceding 24 months, and must be broken down on a monthly or annual basis;
- 32 • The Partner providing a claim or testimonial must also provide Stemtech's Income Disclosure Statement, and must explain that the Income Disclosure Statement provides data for all Stemtech Partners for the preceding year. If a claim or testimonial is made on a Partner's Independent Website, it must be accompanied by a clear and conspicuous link to the Income Disclosure Statement contained on Stemtech's Corporate website. The link must be in at least 14 point bold font, must appear immediately adjacent to, or immediately below, the income testimonial, and must appear in against a starkly contrasting background colour;
- The following statement must be made in conjunction with the testimonial: "Stemtech does not guarantee your success. Your success, if any, depends on your own effort and skill."
- Income claims and testimonials must never depict "pie-in-the-sky" income figures or present Stemtech as a "get rich quick" scheme. Therefore, any income claims must be reasonable, must not be unrepresentative or exaggerated, and must never be promoted with hype or hyperbole, and a copy of the most current version of the Stemtech Income Disclosure Statement must always be provided to the audience by the Stemtech Partner making the presentation (whether in person, via teleconference, web conference, via the internet, or any other medium) and the Partner must always discuss the Income Disclosure Statement in detail with the audience.
- Partners may provide general testimonials relating to how Stemtech's products make them feel. However, any product claim or testimonial must adhere to the following requirements:
- The claim or testimonial may not contain any express statement or implied representation that Stemtech's products have treated, cured, prevented, or mitigated any disease, illness, malady, pain, or injury. Stemtech's products are not medicines, and must never be promoted or represented as medicines or as having medicinal properties;
- The claim or testimonial must be truthful, accurate, and must never be misleading or deceptive;
- Any claim or testimonial may relate only to benefits associated with the product that are specifically contained in official Stemtech literature.
- In the case of a testimonial or endorsement, the Partner providing the testimonial or endorsement must clearly and conspicuously disclose to the audience, viewer, listener, or reader that he or she is an Independent Partner for Stemtech. If the testimonial is provided on a website or social media site, the testimonial must include the Partner's name followed by "Independent Partner for Stemtech in at least 12 point bold font, and appear against a contrasting background colour.
- Any claim or testimonial on any website, social media site, in any video, or any other material produced, developed, or edited by a Partner must be accompanied by the following statement:
"This product does not and is not intended to be used to diagnose, treat, cure or prevent any disease."

11.3 - Back Office Access

Stemtech makes online Back Offices available to its Partners. Back Offices provide Partners access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Partner's Stemtech business and to increase sales of Stemtech's products. However, access to a Back Office is a privilege, and not a right. Stemtech reserves the right to deny Partners' access to the Back Office at its sole discretion.

11.4 - Government Endorsements

Government bodies and regulatory agencies do not approve or endorse direct selling programs. Therefore, Stemtech Independent Partners shall not represent or imply either directly or indirectly that the Stemtech Opportunity has been approved or endorsed by any governmental or regulatory body or agency.

11.5 – Governing Law

The terms and provisions of the Agreement and any dispute arising thereunder shall be governed by English law.

11.6 – Dispute Resolution

Mediation

For claims or disputes that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. If the matter is not resolved through negotiation, then the parties will attempt in good faith to resolve the dispute or claim through the Alternative Dispute Resolution (ADR) mediation procedure as recommended to the parties by the Centre for Dispute Resolution. The mediation shall occur within 30 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own legal costs and individual expenses associated with conducting and attending the mediation. 33

Arbitration

If any dispute, controversy or difference has not been resolved by a mediation procedure within 30 days of the initiation of such procedure (or such other period as may be agreed) or if either party will not or ceases to participate in ADR procedure, the matter shall be submitted to arbitration in the London Court of International Arbitration ("LCIA") in London, U.K. and, for these purposes, each Party hereby irrevocably submits to the jurisdiction of the arbitration by LCIA. Each Party irrevocably waives any objection which it might at any time have to the LCIA being nominated as the forum to hear and decide any proceedings and to settle any disputes and irrevocably agrees not to claim that the LCIA is not a convenient or appropriate forum.

Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from the English Courts (to which jurisdiction the Parties hereby irrevocably submit for these purposes) a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its business interests, assets, trade secrets and intellectual property rights, trade secrets, and/or confidential information including but not limited to enforcement of its rights under the no solicitation provision of the Agreement.

Limitation of Actions

Any dispute arising from or relating to the Agreement shall be brought within one year from the date on which the parties knew, or should have known, of the facts giving rise to the claim or cause of action. Unless otherwise prohibited by law, the parties waive the application of any other statute of limitations.