

Policies and Procedures

Stemtech HealthSciences, Inc.

For New Zealand and Australian Business Partnerships

May, 2017

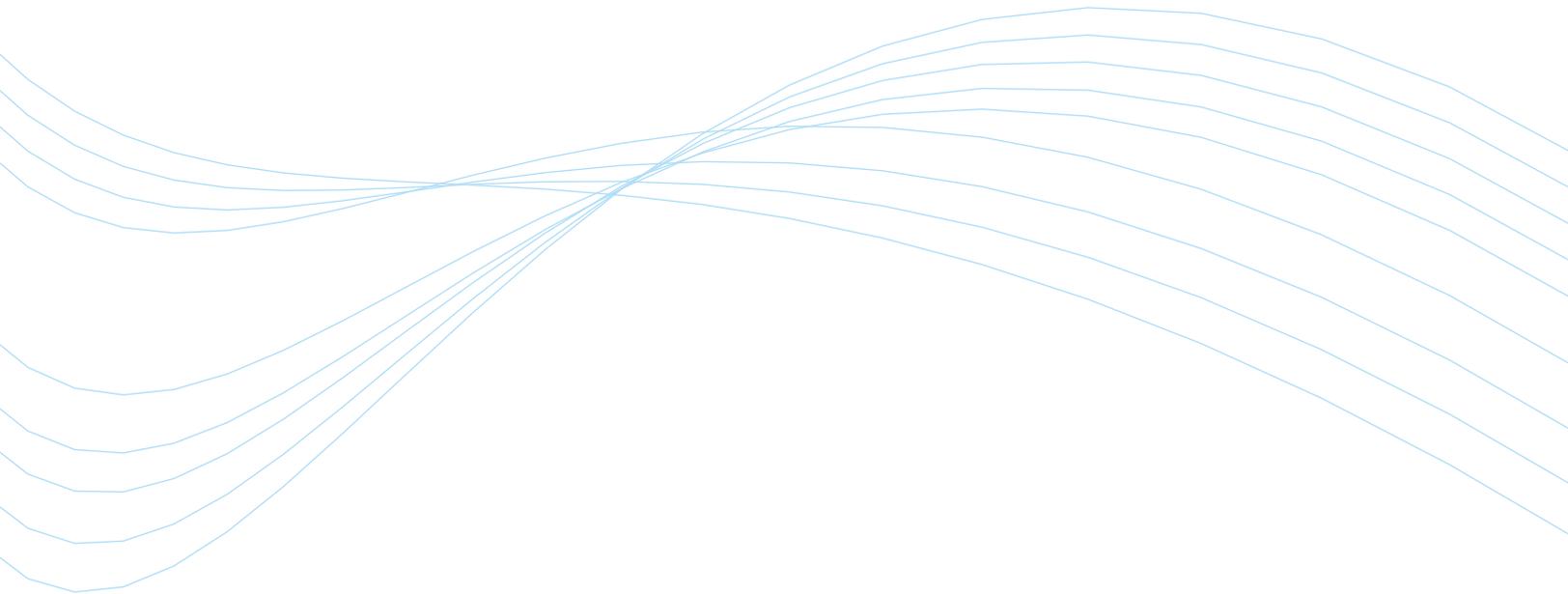




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SECTION 1 - Introduction

1 - Governing Documents

The Governing Documents (also collectively referred to herein as the “Agreement”) of Stemtech HealthSciences, Inc. USA through Stemtech New Zealand Ltd (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, shall be defined as:

- a) The Independent Business Partner (IBP) Application and Agreement and the Terms and Conditions contained therein (“Application” or “Business Partnership Agreement”), and
- b) These Policies and Procedures (“P&Ps”) in their current form and as may be amended by Stemtech at its discretion, and
- c) The Stemtech Marketing and Compensation Plan, which may be amended by Stemtech at its discretion.

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 Business 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&P’s.

It is the responsibility of the Sponsoring Business Partner to provide the most current version of the Governing Documents to the Applicant prior to his or her execution of the Business Partnership Agreement.

In the event of any conflict or inconsistency between Governing Documents, Stemtech will decide at their sole discretion which document is to prevail in the circumstances.

1.2 - Purpose of Policies

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

- Conduct themselves properly and deal with Customers and other Business 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 Business 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 Business Partner compensation plan truthfully and without exaggeration to all prospective Business partners.
- Fulfill all obligations associated with sponsoring other Business Partners, including the use of their best efforts to provide supervision and training of sponsored Business 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 Business Partner and Stemtech and to explicitly set a standard for acceptable business conduct, Stemtech has established the Governing Document.

Stemtech Business 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 Business Partnership. Because Business Partners may be unfamiliar with many of these standards of practice, it is very important that all Stemtech Business 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 Business 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 absolute discretion, to adopt, supplement, rescind, modify and/or amend the Governing Documents, as well as its prices.

By signing the Business Partnership Agreement, a Business 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. 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-mailed to Business Partners, included in Stemtech periodicals, and/or included in product orders, posting in Business Partner's Stemtech Back Office, or other special mailings.

The continued operation of a Stemtech Business Partnership by a Business Partner, or a Business Partner's continued acceptance of any compensation after notice of any revisions to the agreement including, in particular, the Stemtech Policies and Procedures and the Stemtech Compensation Plan, shall be deemed to be acceptance of any and all 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, labor difficulties, riots, wars, fires, natural disasters, deaths, curtailment of a party's source of supply, difficulties with a Business Partner's payment for products, and/or government decrees or orders.

1.5 - Policies and Provisions Severable

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

1.6 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with 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 Business Partner with any obligation or provision to 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 Business 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 Business Partner. Nor shall any delay or omission by Stemtech to exercise any right arising from a breach 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 Business Partner against Stemtech shall not constitute a defense to Stemtech's enforcement of any term or provision of the Agreement.

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SECTION 2 - Stemtech Independent Business Partner Status

In order to receive authorisation from Stemtech to purchase products at Business 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 Business Partnership must complete an online Application. Incomplete Applications will not be accepted.

2.2 - Acceptance of Application

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

2.3 - Stemtech Business Partner Kit

The Primary Applicant must purchase a Stemtech Business Partner Kit (the "KIT"). Purchase of the KIT includes access to online training and marketing materials and 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 Business Partner.

2.4 - ID Number

Upon acceptance of the Application by Stemtech, the Applicant(s) will be considered by Stemtech to be Independent Business Partners and authorised to operate a Stemtech Business Partnership. Stemtech will issue to the Business Partnership a Personal Identification Number ("ID Number").

All active individuals of the Business 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 Smith & Smith. Both Susan and Ed must use the same ID Number assigned to this Business Partnership by Stemtech. In order to avoid delays in processing, all correspondence, orders, etc. are to include the Business Partner's ID Number.

2.5 - No Product Purchase Is Required

No person is required to purchase Stemtech products to become a Business Partner.

2.6 - Business Partner Benefits

Once the Application has been accepted by Stemtech, pursuant to Section 2.2 above, the applicant is now a Stemtech Independent Business 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 receive compensation, under the Stemtech Opportunity, if eligible and in good standing
- d) To Sponsor other individuals as Business Partners into the Stemtech Opportunity and thereby build a Business Partner Organisation and progress through the Compensation Plan
- e) To receive periodic Stemtech literature and other Stemtech communications
- f). To participate in Stemtech Corporate-Sponsored support, service, training, motivation and recognition events, upon payment or appropriate fees, if applicable and in good standing
- g) To participate in promotional and incentive contests and programmes sponsored by Stemtech for its Business Partners

2.7 - Multiple Applications

If at any time, Stemtech receives Multiple Applications for the same Applicant(s) that indicate the same Sponsoring Business 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 Business Partners, Stemtech reserves the right to determine the designated Sponsoring Business Partner, without prior notification to either the Applicant or the Sponsoring Business Partner.

2.8 – Operation of a Stemtech Independent Business 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 Business Partnership. In order to assist Business Partners in making their business successful, Stemtech recommends the following good business practices:

- a) Business Partners may be required to purchase and maintain a business license. Contact directly the governmental business licensing agency in your residential area for this information. Stemtech does not maintain in its offices a list of governmental licensing requirements for any geographical area.
- b) Business Partners may be required to file a Certificate of Fictitious Business Name. Contact directly the governmental agency in your residential area for this information. Stemtech does not maintain in its office a list of governmental agencies for any geographical area. See Section 2.15 for Stemtech’s business name restrictions.
- c) Stemtech strongly encourages all Business Partners to keep complete and accurate records of all their business dealings.

2.9 - Legal Age

All Primary Business Partners must be 18 years of age or older. The Application is a contractual agreement. Therefore, Primary Business Partners must be of legal age, in their resident state, territory or province, to be solely responsible for contractual agreements and to work. Individuals under the age of 18 years (“minor”) may enrol as a Secondary Business Partner on the same Application as the Primary parent. Stemtech does not maintain information as to the legal age requirements for any geographical area. The Applicant must obtain this information directly from the appropriate governmental agency. Stemtech reserves the right to require evidence to confirm the Applicant’s age.

2.10 - One Stemtech Business Partnerships per Household

A Business Partner may operate or have interest (legal or equitable) in only one (1) Stemtech Business Partnership. No individual may have an interest in, operate, or receive compensation from more than one (1) Stemtech Business Partnership. Stemtech will consider an exception to this policy if a Business Partner inherits a business pursuant to a bona fide will or testamentary instrument. With exception of spouses, individuals of the same family unit may enter into or have interest in more than one (1) Stemtech Business Partnership. A “family unit” is defined as spouses or civil partners and dependent children living and or doing business at the same address. (See Section 3.14 for Dissolving which includes persons living in a de facto relationship or civil union together as Stemtech Business partnerships, including divorce).

If both spouses or civil partners are active in one (1) Stemtech Business Partnership, BOTH must sign the Business Partnership Agreement. Recognition under the Stemtech Opportunity will only be awarded to those Applicants who complete and sign the Business Partnership Agreement. Stemtech reserves the right to:

1. Prohibit any spouse or civil partner or other individual who has not completed and signed a Business Partnership Agreement from selling Stemtech products and services,

2. Prohibit any spouse or civil partner or other individual from purchasing products and services directly from Stemtech using the other spouse's or civil partner's Business Partnership account.
3. Prohibit any spouse or civil partner or other individual recognition under the Stemtech Opportunity. Nothing in this Section 2.11 shall restrict or limit the application of Section 2.12 herein. Spouses or civil partners may each own and operate their own business so long as they comply with the following rules:
 - a. The spouse or civil partner operating the first business (the "senior business") must enroll and maintain five (5) auto-ship Business Partners or auto-ship VIP/ Retail Customers before the other spouse may have an independent business (the "junior business")
 - b. The second spouse or civil partner to enroll 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 if one is available.
 - d. The maximum initial purchase allowed by the junior business is the Team Builder Pack.
 - e. If spouses or civil partners previously operated a position with both signatures on a Stemtech application, one spouse or civil partner will be required to resign the joint position and pay a fee of NZD310 or AUD250 to establish a separate position as noted above.

In order to maintain the integrity of the Stemtech Opportunity, family members must be Sponsored as one (1) Stemtech Business Partnership. Family unit members, regardless of whether one of both are signatories to the Business Partnership Agreement, may not have an interest (legal or equitable), or operate any other Stemtech Business Partnership, either individually or jointly, nor may they participate directly or indirectly (as an officer, director, shareholder, partner, or any other legal or equitable classification in a Business Entity) in the operation or management control of another Stemtech Independent Partnership, in any form.

An exception to the One Stemtech Business Partnerships per Household policy will be considered on a case-by-case basis if two (2) existing Independent Business Partners marry or enter into a civil partnership or in cases of an Independent Business partner receiving an interest in another Partnership through inheritance or incapacity. Requests for exceptions to policy must be submitted in writing to the Stemtech Business Partnership Service Department within thirty (30) days of the event.

2.11 – Actions of Household Members or Affiliated Individuals

If any member of a Business Partner's immediate household engages in any activity which, if performed by the Business Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Business 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 Section 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 Business 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”) upon request. An Application must be completed with the name of the Business Entity as the Primary Business Partner and signed by an authorised party of the Business Entity as the Secondary Business Partner. A Business Entity ID Form must also be completed and submitted with the Application. Individuals of the Business Entity are jointly and severally liable for any indebtedness to Stemtech and to comply 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 Business Partners.

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 Business Partner. Stemtech reserves the right to take disciplinary action including, but not limited to terminating any Stemtech Business Partnership Entity if it sells or issues any share of its stock, partnership interest, trust interest or any other interest to anyone who does not complete the Application process described here.

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2.14 - Converting to or From a Business Entity Status

A Stemtech Business 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 the Sponsor’s signature is not needed for a record change. Checks will be issued in the name of the Business Entity.

2.15 - Assumed/Fictitious Business Names

Individuals may apply to become a Stemtech Independent Business 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 Business Partner and John Smith the Secondary Business Partner.

No Stemtech Business Partnership is permitted to file any type of applications or documents with any governmental agencies using the name of Stemtech - HealthSciences, Inc., and/or any other name associated with Stemtech and/or its products and services.

2.16 - Annual Renewal of Business Partnership Agreement

The term of the Business Partnership Agreement is one (1) year from the date of its acceptance by Stemtech (“Anniversary Date”). Either Stemtech or the Business Partner may elect not to renew the Business Partnership Agreement. Stemtech and the Business Partner waive claims against one another for refusal to renew. If a Business Partner elects to renew the Business Partnership Agreement he/she must renew each year by paying an annual renewal fee on the fifth 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, your Required Renewal Date is May 1st and the renewal payment must be received by Stemtech no later than May 1st each year that the Business 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 Business Partnership Agreement, the Business Partnership Agreement will be terminated. It is the sole responsibility of the Business Partner to renew annually his/ her Business Partnership Agreement, whether or not Stemtech chooses to send a reminder notice.

To avoid the problems associated with inadvertent failure to renew a Business Partnership, Stemtech encourages Business Partners to take advantage of the automatic renewal option on the Business Partner Application and Agreement. If a Business Partner elects to automatically charge to his or her credit or debit card there will be no loss due to inadvertent failure to renew.

2.17 - Renewal Fees

Renewal fees may be paid by either:

- a) Calling Business Partner Services and charging the renewal fee to a credit card
- b) 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 Business Partners agree to continue to abide by the Governing Documents of Stemtech. If a Business Partner has completed a Business Partnership Agreement in more than one country, the Business Partner may renew the Business Partnership Agreement for each country at the same time by contacting the Business Partner Services Department.

2.18 - Independent Contractor Status

Every Stemtech Independent Business Partner is an independent contractor operating and responsible for his/her Business Partnership. No Business Partner is an employee, franchisee, joint venture, partner, legal representative, or agent of Stemtech. Business 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 Business Partner.

No Stemtech Business Partner has the right or authority to:

- a) Bind Stemtech to any obligation.
- b) Enter into any Agreement on behalf of Stemtech
- c) Make any warranties or representations on behalf of Stemtech
- d) Represent themselves as an employee of Stemtech to any third party.

No Stemtech Business 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 for the Business Partner to access the company Partner Service Department for assistance as needed. The Business Partner must maintain professionalism while communicating with the Company Partner Service Department. No use of profanity or rudeness will be acceptable behavior while communicating with the Company Partner Service Department.

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2.19 - Indemnity Agreement

A Business Partner is fully responsible, as an independent contractor, 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. Business Partners agree to indemnify Stemtech and Stemtech's directors, officers, employees, and agents and hold them harmless from any and all liability including but not limited to judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Stemtech as a result of the Business Partner's unauthorised representations or actions. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

2.20- Income Tax Reporting

AS AN INDEPENDENT CONTRACTOR, Business Partners WILL NOT BE TREATED AS EMPLOYEES OF Stemtech FOR FEDERAL, PROVINCIAL OR STATE TAX PURPOSES, OR FOR ANY OTHER REASON.

As an independent contractor, each Independent Business Partner will be responsible for, and agree to comply with, payment of all local and state taxes including but not limited to the goods and services tax (GST) under the New Zealand Goods and Services Tax Act 1985 and A New Tax System (Goods and Services Tax) Act 1999, at the rate prevailing from time to time, including any tax levied in substitution for that tax. Likewise, if an Australian based Business Partner, then compliance with Australian Taxation Office requirements.

2.21 - Legal Compliance

Each Business Partner shall comply with all applicable laws including, but not limited to constitutions, statutes, ordinances, codes, and regulations concerning the operation of his/her Business Partnership. Business Partners are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. Each Business 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.

2.22 - No Exclusive Territories

No Stemtech Independent Business 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 New Zealand or Australia.

2.23 - Non-Solicitation

Stemtech Business 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 Business Partnership Agreement, Stemtech Business Partners are prohibited from recruiting, promoting, and/or selling the marketing opportunities and/or products of other Direct Sales companies to any other Stemtech Business Partners or VIP/Retail Customers.

Following termination of the Business Partnership Agreement, and for a period of ninety (90) days thereafter, a former Business Partner may not utilise Stemtech’s trade secret information to recruit, promote and/or sell the marketing opportunities and products of another Direct Sales company to any Stemtech Business Partner or Retail Customer. There shall be a presumption that Stemtech’s Trade Secret information was used if the former Stemtech Business Partner recruits a Stemtech Business Partner:

- a) Business Partner who was in the former Business Partner’s Downline Organisation or
- b) If the former Business Partner met, developed a relationship with or gained knowledge of the Business Partner or Retail Customer by virtue of their mutual participation in Stemtech.

During the term of the Business Partnership Agreement any actual or attempted recruitment or enrollment of Stemtech Business Partners or VIP/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 Business Partner or VIP/Retail Customer, or implicitly or explicitly encouraging any- Stemtech Business Partner or VIP/Retail Customer to join another Direct Selling business venture. Because there is an extreme likelihood that conflicts will arise if a Business Partner operates more than one Direct Sales program, it is the business Partner’s responsibility to determine whether a prospect is a Stemtech Business Partner or VIP/Retail Customer before recruiting or enrolling the prospect for another network marketing business venture.

The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, any Stemtech Business Partner, or Retail Customer to enrol or participate in another multilevel Marketing, network Marketing, or Direct Selling business opportunity.

Business Partners must not sell, or attempt to sell, any competing non-Stemtech products or services to Stemtech VIP/Retail Customers or Business Partners. Any product or services in the same generic category as Stemtech’s product line is therefore a competing product, regardless of differences in cost, quality, ingredients, or nutrient content.

Business Partners must not sell, or attempt to sell to any other Business Partner, any products, services, publications, internet tools, or items that may be represented as tools to assist in making the Business Partner more successful at their Stemtech business. ONLY Stemtech produced sales tools may be shared with other Stemtech Business Partners.

Business 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 Business Partner into believing there is a relationship between Stemtech and the non-Stemtech products or services. Business Partners may not offer the Stemtech Opportunity or product to prospective or existing VIP/Retail Customers or Business Partners in conjunction with any non-Stemtech program, opportunity, product, or service. Business 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 Business Partners). Notwithstanding the foregoing, nothing in this provision shall limit professional healthcare practitioners from offering Stemtech products in conjunction with their professional services.

2.24 - Changes to Business Partnership Agreement

Business Partners must notify Stemtech, in writing of all changes to the information contained on his or her Business Partnership Agreement. Business Partners may modify their existing Business Partnership Agreement by submitting the changes to the Business Partner Services Department of the Primary Business Partner's resident country containing the changed information with the words "RECORD CHANGE". The effective date of the Agreement will remain the date of the original Application 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 checks, it is critically important that the Stemtech files are current. Business Partners planning to move or change their address and/or telephone number are to update these details via their Back Office or contact the Business Partner Services Department, who can make these basic changes by phone.

To guarantee proper delivery, changes should be made at least one (1) week in advance of any automatic shipments or payments.

2.26 - Adding Secondary Business Partners

When adding a co-applicant (either an individual or a business entity) to an existing Stemtech Business Partnership, the Company requires a written request signed by the Primary Business Partner, containing the Secondary Business Partner's personal identification number, signature, and the words "RECORD CHANGE" in the correspondence.

To prevent the circumvention of Section 3.8, the Primary Business Partner must remain as a party to the original Application.

If the Primary Business Partner wants to terminate his or her relationship with the Company, he or she must sell, transfer, or assign his or her Business Partnership in accordance with Section 3.8. If this process is not followed, the Business Partnership shall be terminated upon the withdrawal of the Primary Business 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 Section 3.5 and 3.7. Stemtech may, at its discretion, require notarised documents before implementing any changes to a Stemtech Business Partnership. Please allow thirty (30) days after the receipt of the request by Stemtech for processing.

2.27 – Inactive Status

Any Independent Business 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 Business Partner to monitor his/her activity to remain active. If an Inactive Business Partner wishes to become Active again, he or she must contact Business Partner Services, pay any applicable renewal fee and place a product order either him/herself or through a retail customer. Once a Business 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

All Business Partners (“Sponsors”) in good standing have the right to Sponsor and enrol others into Stemtech. Each prospective Applicant has the ultimate right to choose his/her own Sponsor.

Stemtech Business Partners are compensated only for the generation of bonus volume, not for Sponsoring new Business Partners into Stemtech. Business Partners are strictly prohibited from enrolling sham Business Partners and causing volume to be generated by or under such Business Partnership for the purpose of meeting qualification and/or earning additional commissions. Prior to signing the Business 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 Business Partner in his or her Downline (the “Placement Sponsor”). If a Sponsor wishes to assign the new Business Partner to a Placement Sponsor, the placement must be completed in the “Waiting Room”, (located in the “My Organisation” section of your Back Office) within the first calendar month of the new enrollee’s application submission.

3.2 - On Going Training

All Business Partners should perform bona fide assistance and training functions to ensure that his/her Downline is properly operating his/her Stemtech Business Partnership. Sponsors should have ongoing contact and communication with the Business Partners in their Downline Organisations.

Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voicemail, electronic mail, online conduct, and the accompaniment of Downline Business Partners to Stemtech meetings, training sessions and other functions. Sponsors are also responsible to motivate and train new Business 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 the Company’s P&Ps and Governing Documents. Communication with and the training of Downline Business Partners must not, however, violate Section 4.

3.3 - Ongoing Communication with Downline Organisation

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

3.4 - Ongoing Sales

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

3.5 - Enroller or Placement Sponsor Transfer

To protect the integrity of the Stemtech Opportunity and all Downline Organisations and to safeguard the hard work of all Business Partners, Stemtech strongly discourages changes in Sponsorship.

Maintaining the integrity of Sponsorship lines is critical for the success of every Business Partner and Downline Organisation. Accordingly, the transfer of a Stemtech Business Partnership from one Sponsor to another is rarely permitted.

Aside from placement of Business Partners from the online “waiting room” within the calendar month after initial enrolment, Business Partners requesting a change of Sponsor must submit a fully completed Sponsorship Transfer Form to the Business Partner Services Department which must include the reason for the transfer along with NZD \$310.00 incl GST or AUD \$ 250.00. A fee will apply and must be paid in full prior to any transfer approval. The Sponsorship Transfer Form must be signed by the immediate seven (7) Business Partners in the upline of the Business Partner requesting the transfer. A Business Partner may only request a Sponsor transfer one (1) time.

In appropriate cases involving fraudulent inducement or unethical Sponsoring, DOWNLINE Business Partnership WILL NOT BE MOVED WITH THE TRANSFERRING Business Partnership. All requests for transfer alleging fraudulent enrolment practices must be submitted to the Business Partners 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 Business Partner will be moved along with him or her. Placement of a new enroller under someone in the downline (placement sponsor), must be requested within the first calendar month of the new enrollee’s application submission.

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 Business Partner Agreement on file with Stemtech, or who has had such an agreement, within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse’s, civil partner’s companies, or relative’s name, trade names, DBA’s, assumed names, corporations, companies, partnerships, trusts, federal ID numbers, fictitious ID numbers or any other artifice to circumvent this policy is prohibited. This policy shall not prohibit 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 enforcement action against the Business Partner that changed organisations and/or those Business Partners who encouraged or participated in the Cross Sponsoring. Stemtech may also move all or part of the offending Business 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 Business Partner's Downline organisation and the ultimate disposition of the organisation remains within the sole discretion of Stemtech. Each situation will be reviewed on a case by case basis. Business Partners waive all claims and cause of action against Stemtech arising from or relating to the disposition of the Cross Sponsored Business Partner's Downline organisation.

3.7 - Voluntary Termination and Re-application

A Business Partner may legitimately change organisations by voluntarily terminating his/her Business Partnership Agreement and remaining inactive (i.e., no purchase 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 Business Partner activity or operation of any other Stemtech Business Partnership) for six (6) full calendar months. Following the six (6) calendar month period inactivity, the former Business 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 Business Partnership

Although Business Partners have an interest in and are authorised to operate a Stemtech Business Partnership, the sale, transfer or assignment of a Stemtech Business Partnership is subject to certain limitations. Stemtech Partnerships may only be acquired by or sold, transferred or assigned to Stemtech, the Primary Business Partner's active upline Sponsors, or a non-Stemtech Independent Business Partner upon payment of a fee of NZD310 or AUD250 for administration, 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. Stemtech Business Partnership may not be acquired by or sold, transferred or assigned to any inactive Sponsors or existing Downline or crossline Business Partners. All Business Partnership sales, transfers, or assignments shall be subject to the approval of Stemtech, which shall not be unreasonably withheld. Stemtech may not approve the sale, transfer or assignment of any Business Partnership that has been in violation of the Agreement within the proceeding twelve (12) months of the request.

If a business Partner is considering or desires to sell, transfer or assign his/her Business Partnership, he/she must file or notify the Business Partner Services Department before any sale documents are discussed or entered into. Business Partners who complete a sale, transfer or assignment without the authorisation of Stemtech will be denied and the business partnership automatically terminated by Stemtech.

Certain fees apply to all sale, transfer or assignment of a Stemtech Business Partnership for administration and data processing costs. Stemtech reserves the right to waive or adjust such fees on a case-by-case basis.

To affect a sale transfer or assignment a Stemtech Business Partnership, the following appropriate legal documentation must be provided to Stemtech:

1. Signed agreement of sale, transfer or assignment.

2. NZD310 or AUD250 fee.
3. A completed Business Partner Agreement, including the current Business Partner ID Number, with the words "Sale/Transfer/Assignment" (whichever applies) written across the document.

3.9 - Transfer Upon Death of a Business Partner

Notwithstanding any other provision of these P&Ps, subject to the laws in each state or territory, upon the death of a Business Partner, his/her Business Partnership may be passed to his/her successors in interest according to a deceased Business Partner's will or other testamentary device so long as the provisions of this policy are adhered to and subject to this Policy and Stemtech's acceptance of the nominated successor as a suitable person to hold the Business Partnership.

Due to potentially prolonged delays in cases where no will exists, Stemtech will terminate the Agreement upon the death of any Business Partner who dies and leaves no will or other testamentary instrument, so as not to cause undue damage to the business of a Downline Organisation. To effect a testamentary transfer of a Stemtech Business Partnership, the successor must provide the following appropriate legal documentation to the Company to ensure the transfer is proper: (1) a copy of death certificate ; (2) a certified copy of the grant of probate; and (3) a completed Distributorship Agreement in the name of the successor.

Appropriate legal documentation must be submitted to Stemtech to ensure the transfer is proper. Accordingly, a Business Partner should consult a Solicitor to assist him/her in the preparation of a will or other testamentary instrument, which should include instruction for handling his/her Stemtech Business Partnership.

As Stemtech's P&P's do not permit more than one Business Partnership per Business Partner, an active Business Partner is not permitted to be a beneficiary and will not be considered by Stemtech to be a suitable person to hold the Business Partnership. In the event an active or involuntarily terminated Business Partner is the beneficiary, Stemtech reserves the right to terminate either the deceased's Business Partnership or that of the Business Partner beneficiary. Whenever a Stemtech Business Partnership is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all compensation under the Stemtech Opportunity from the deceased Business Partner's Downline Organisation provided the following qualifications are met.

To affect a testamentary transfer of a Stemtech Business Partnership, the successor/(s) must provide the following appropriate legal documentation to Stemtech to ensure the transfer is proper:

- a) An original death certificate.
- b) Business 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.
- c) A completed Business 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 terms and provision of the Agreement and
2. Meet all of the qualifications for the deceased Business Partner's status and

3. The compensation of a Stemtech Business Partnership transferred pursuant to this section will be paid jointly to the devisee(s) or to a single Business Entity formed by the devisee(s).
4. If the beneficiary is a minor, Stemtech reserves the right to terminate the Business Partner Agreement and to pay all and any monies due to the estate of the deceased. The Business Partnership must be held in trust until such time as the beneficiary attains the age of majority. The trustee must provide Stemtech with a valid Tax/Business Identification Number for the trust.

An exception to the One Stemtech Business Partnership Per Household policy (section 2.10) will be taken into consideration in cases of a Business Partner or Business Partners receiving an interest in another Business Partnership through inheritance. Request for exceptions to section 2.10 must be submitted in writing to the Stemtech Business Partner Services Department within thirty (30) days of a Business Partner's receiving an interest in a second business through inheritance.

3.10 - Transfer Upon Incapacitation of a Business Partner

Upon the incapacity of a Stemtech Business Partner the rights and responsibilities of the Business Partner can be assumed by his/her lawyer who may handle the Business Partner's affairs.

To operate a Stemtech Business Partnership because of incapacity, the lawyer must provide Stemtech with a certified copy of an appointment as lawyer. No active or inactive Stemtech Business Partner may act as a lawyer.

To affect a transfer of a Stemtech Business Partnership because of incapacity, the successor must provide the following to Stemtech:

- a) A notarised copy of an appointment as trustee.
- b) A notarised copy of the trust document or other documentation establishing the trustee's right to administer the Stemtech Business Partnership and
- c) A completed Business Partnership Agreement executed by the trustee.

3.11 - Agreements Between Stemtech Business Partners

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

3.12 - Confidentiality and Genealogy Reports

All Genealogy and Downline activity reports, as well as the information and intellectual property contained therein and all information relating to the identities, organisations, sales volumes and contact information of Business Partners contained in any Business Partner Back Office are confidential and constitutes proprietary information and business trade secrets belonging to Stemtech. Genealogy and Downline activity reports and Business Partner Back Offices are provided in strictest confidentiality and are made available to Stemtech Business Partners for the sole purpose of assisting them in working with their respective Downline Organisations in the development of their Stemtech Business Partnerships and may only be used for such purpose. All Business Partners and Stemtech agree that but for this Agreement of confidentiality and non-disclosure and recognition of Stemtech's property in the Genealogy and Downline Activity Reports, Stemtech would not provide Genealogy and Downline activity reports or Business Partner Back Office to any Business Partner. Stemtech will provide Business Partners with Genealogy and Downline activity reports at a nominal cost. THIS SECTION: 3.12 SHALL SURVIVE

TERMINATION OF THE AGREEMENT. Stemtech Business 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 Business Partner Back Office to any third party.
- b) Use any proprietary or trade secret information for any purpose other than promoting his/her Stemtech Business Partnership and generating sales of Stemtech products and services.
- c) Recruit or solicit any Business Partner or Retail Customer listed on any report or in any Back Office or
- d) 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 Business 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 Business Partners with the best products, Opportunity and service in the industry. Accordingly, Stemtech values Business Partners constructive criticisms and comments. All such comments should be submitted in writing to the Business Partner Service Department.

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Remember, to best serve our Business Partners, Stemtech must hear from them. While the Company welcomes constructive input, negative comments and remarks made in the field by Business Partners about the Company, its products or Opportunity serve no purpose other than to sour the enthusiasm of other Stemtech Business Partners. Accordingly, Business Partners must not make negative, derogatory or defamatory comments about Stemtech, its products, programmes, management or employees to any third party, including, but not limited to, other Stemtech Business Partners.

3.14 - Dissolving a Stemtech Business Partnership, Including Divorce

Partnerships (spouses, civil partners or other forms of partnership) that hold a Stemtech Business 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 Business 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 Business Partners.

During a pending divorce, relationship break up, separation or dissolution of a Business Entity, neither party may apply for a separate Stemtech Business Partnership. The restrictions set forth in Section B, herein, prohibiting a husband and wife or partners, officers, directors, or shareholders from operating a separate Stemtech Business Partnership will continue until the divorce

or entity dissolution process has been finalised and a certified copy of the divorce or dissolution documentation has been forwarded to Stemtech's Legal Department.

Upon notification to the Business Partner Services Department that a divorce or dissolution is pending, no activity will be permitted on the Business Partnership unless all parties sign the request (e.g. change of address, name, and Direct debit information, etc.).

In the event of a divorce or dissolution of a Business Entity, the final Decree or Judgment or dissolution documentation must identify the individual(s) who will operate the Stemtech Business Partnership. Subject to all applicable laws and/or orders of courts of competent jurisdiction, a Stemtech Business Partnership may not be divided in any manner nor will Stemtech be responsible for making compensation payments in the form of more than one (1). Direct debit payment. The existing lines of Sponsorship beneath the affected Stemtech Business Partnership must remain intact and as they were prior to the break up. A former spouse or officer(s), director(s), shareholder(s) who have completely relinquished all rights to the Stemtech Business Partnership to the other affected party(s) are free to:

1. Apply as a new Stemtech Business Partner under the original Sponsor or
2. Apply as a new Business Partner in a completely different line of Sponsorship of the new Business Partner's choice. The six (6) calendar month waiting period set forth in Section 3.7 and 9.2, regarding voluntary termination will not apply in divorce or separation of civil partner situations, but shall apply in cases involving the dissolution of a business entity.

SECTION 4 - Trademarks, Literature and Advertising

4.1 - General

All Business 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.

To promote both the products and the tremendous opportunity Stemtech offers, Business 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 promotion materials to ensure that each aspect of Stemtech is fair, truthful, substantiated and complies with the vast and complex legal requirements of applicable laws, regulations and codes of conduct. If Stemtech Business 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 Business Partnership is almost certain. These violations would jeopardise the Stemtech Opportunity for all Business Partners. Accordingly, Business 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 Business Partners to create side businesses selling sales aids

(which includes but is not limited to websites and/or “business systems”) to any other Stemtech Business Partners. Therefore, Business Partners must not sell or attempt to sell aides to any other Stemtech Business Partners including without limitation any products, services or items that may be represented as tools to assist in making a Business Partner more successful at his or her Stemtech Business, including without limitation any products, service or items that may be represented as tools to assist in making a Business Partner more successful at his or her Stemtech business.

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

Except to the extent they are contained in Stemtech issued literature and materials and only for the purpose of promoting the Stemtech Opportunity and products Stemtech New Zealand Ltd Stemtech will not allow the use of its Trade names, Trademarks, product names, designs, symbols, or any derivatives thereof (collectively the “Marks”), including but not limited to Stemtech HealthSciences, Inc., Stemtech New Zealand Ltd StemFlo ST-5 with MigraStem™, DermaStem™ Renewal Serum, etc.

Nor will Stemtech allow the use of its Trade names, Trademarks, product names, designs, symbols, or any other derivatives thereof (collectively the “Marks”), including but not limited to Stemtech HealthSciences, Inc., Stemtech New Zealand Ltd StemFlo ST-5 with MigraStem™, DermaStem™ Renewal Serum, etc. by any entity or individual(s) in any domain name or URL, email address, social media handle or username.

Notwithstanding the foregoing, Business Partners may use the Marks provided in the Stemtech Document Library so long as the Business Partner identified him/herself as a Stemtech Independent Business Partner.

24 Business 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@stemtechbiz.com.

Business 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 Business 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

Except as provided in the Section, Business Partners may not use or transmit unsolicited faxes, mass email distribution, unsolicited email, any unsolicited commercial electronic messages as that term is defined in the Unsolicited Electronic Messages Act 2007 or the Spam Act 2003 (Cth) in Australia, or “spamming” relative to the operation of their Stemtech Business Partnership. The terms “unsolicited faxes” and “unsolicited email” mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting Stemtech, its products, Opportunity, or any other aspect of Stemtech which is transmitted to any person. Exception: these terms do not include a fax or email sent:

1. To any person with that person’s prior express invitation or permission or
2. To any person with whom the Business 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 Business Partner and a person, on the basis of:
 - a. An inquiry, application, purchase or transaction by the person regarding Stemtech products offered by such Business Partner; or
 - b. A personal or familial relationship, which relationship has not been previously terminated by either party.

Because the Internet recognises no geographical borders (Domestics or Foreign), information on the Internet may be legal in one State or Country and illegal in another. Therefore, Business Partners desiring to utilise an Internet web page to promote his/ her Business 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. All online sales must use the official Business Partner replicated Stemtech shopping cart.

Business 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.

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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 Business Partner shall use Stemtech trademarks or copyrighted material in any advertising not produced by Stemtech.

No Stemtech Independent Business Partner shall use Stemtech trademarks or copyrighted material in any advertising not produced by Stemtech without the express written authorisation of Stemtech. Advertising requests are to be sent to the Stemtech Marketing Department and must include the Stemtech trademarks, symbols and slogans to be used in a detailed page layout that includes size dimensions of the advertisement, colours and text. Within fifteen (15) business days from receipt of the advertising request the Stemtech Marketing Department will notify the Stemtech Independent Business Partner of its decision to approve or deny the advertising request. Upon written approval of the advertising request,

Stemtech will assign an authorisation number that must appear at all times on the advertising in the location specified by Stemtech.

Approved materials may be found in the Back Office: www.istemtechStemtechbiz.com

Business Partners are STRICTLY prohibited from using third party publications to market Stemtech products, nor may any Stemtech Business Partner sell or attempt to sell any third party sales materials to any other Stemtech Business Partner.

4.7 - Telephone Listing and Display Ads

A Stemtech Independent Business Partner who has achieved the Business Partner status of Executive Director and who has actively participated in building his/ her Stemtech Business Partnership for a minimum of six (6) months may list in the white pages of the telephone directory under the Business Partner's name, with the words. "INDEPENDENT BUSINESS PARTNER FOR STEMTECH NZ/AU LIMITED" or "INDEPENDENT BUSINESS PARTNER FOR STEMTECH NZ/AU, LIMITED PRODUCTS"

No other elaboration is permitted.

Yellow Page display advertising must be submitted to the Stemtech's Independent Business Partner Services Dept. for written approval, which will contain an authorisation number that must appear in the display ad.

4.8 - Electronic Media

Stemtech Independent Business Partners are prohibited, in any fashion and must obtain express written approval from Stemtech before using radio, television, or cable television advertising to publicise 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 Business Partners using the pre-approved information provided in the Stemtech Document Library.

Nothing herein shall limit a Business Partners' ability to use email to communicate with their own downline.

Use of third party E-books is strictly prohibited.

4.9 - Endorsements

The names of Stemtech officers, directors, shareholders, employees and/or spokesperson 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.

4.10 - Media and Media Inquiries

NO Stemtech Business Partner IS AUTHORISED TO BE A SPOKESPERSON TO THE MEDIA ON BEHALF OF Stemtech. Business 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 Business 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

Business Partners shall not hold themselves out as employees of Stemtech. A Business Partner may not answer his/her telephone by saying “Stemtech”, “Stemtech NZ/AU Ltd” 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 Business Partners may not record a greeting message for telephones and voicemail services that expressly or implicitly implies the recipient is contacting an **official office** or officer of Stemtech or that they will be speaking to a Company officer, director and/or employee.

You may only represent that you are a Stemtech Business Partner. All correspondence and approved business cards relating to or in connection with your Stemtech business shall contain your name followed by the term “Stemtech Independent Business Partner”.

4.12 - Telemarketing

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

a) In particular, Australian Distributors will:

- (i) comply with the Do Not Call Register Act 2006 (Cth) (the “DNCR Act”);
- (ii) without limiting paragraph (a), not call these phone numbers which are listed on the Do Not Call Register established under the DNCR Act;
- (iii) comply with the Telecommunications (Do Not Call Register) (Telemarketing Research Calls) Industry Standard 2007 (the “Standard”); and
- (iv) without limiting paragraph (c), not conduct calls during the prohibited calling hours prescribed by the Standard.

b) In particular, New Zealand Distributors will:

- (i) comply with the New Zealand Marketing Association Telemarketing Code of Practice. This code of practice is available at www.marketing.org.nz

4.13 – Online Conduct

Business Partner Websites

If a Business Partner desires to utilise an Internet webpage to promote his or her business, he or she must do so through the Company provided Replicated Website.

All images on a Business Partner’s Website that depict Stemtech’s products, income opportunity, logos or images of any other nature must be Company approved images. Company approved images are available only through the Document Library in a Business Partner’s Stemtech Back Office.

Other Online Activities

It is the Business Partner's obligation to ensure their marketing activities, including but not limited to, online marketing activities, are truthful, accurate, are not deceptive and do not mislead customers or potential Business 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 not limited to, spam linking (or blog spam), unethical search engine optimisation ("SEO") tactics, misleading click-through ads (i.e. having the display URL of a Pay-Per-Click ("PPC") campaign appear to be directed to an official 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 specified activities are misleading or deceptive.

Third Party Intellectual Property

It is the sole responsibility of the Business Partner to ensure that any third-party content used by them is in accordance with the appropriate license necessary 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 used by a Business Partner, the Business Partner agrees to indemnify Stemtech for all legal costs, attorney's fees, litigation expenses, damages, settlements, judgments, or expenses of any other nature related to responding to such claim or defending any action that may be filed. The Business Partner agrees that Stemtech shall be entitled to recover all such items regardless of whether a formal lawsuit or arbitration is filed.

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Online Sponsoring Activities

All enrolments must be conducted on the Business Partner's Stemtech replicated website.

Domain Names, email Addresses and Online Aliases

Business 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 or online alias or social media names or addresses and/or online aliases that could cause confusion, 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 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 Business Partner. Attempts to mislead web traffic into believing they are going to a Stemtech corporate site, when in fact they land at a Business Partner site 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

Business Partners may not monetise their Website through affiliate programmes, AdSense or similar programmes. Business Partners may place Stemtech approved banner ads on their Websites.

Online Classifieds

You may not use online classification (including, but not limited to, Craigslist, Gumtree, Trademe etc.) to list, sell or retail Stemtech products, any sales traffic must be driven to the Stemtech replicated website. You may use online classification (including Craigslist, Gumtree, Trademe etc.) 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 classification. Rather, you must place a Stemtech approved banner ad on the site which must link to your replicated website or the Stemtech Corporate site. These banners will identify you as a Stemtech Independent Business Partner.

eBay/Online Auctions

Stemtech's products and services may not be listed on eBay or other online auctions, nor may Business 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 third-party websites provided you use Stemtech approved templates and images. All banner advertisements must link to your Stemtech replicated 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, at Stemtech's sole discretion, damage the Company's reputation and good will. 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 or any third party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property and paid the appropriate license 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 replicated websites are acceptable. However, no Stemtech trademark, trade name, service mark, slogan or any derivative of the forgoing may be used in a sponsored link or PPC. The destination URL must be to the sponsoring Business Partner's Replicated Website.

The display URL must also be to the sponsoring Business Partner's Replicated 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.

4.14 – Social Media

Stemtech believes that social media is an important form of communication. Web content created through collaboration on blogs, Facebook, Twitter, LinkedIn and other online technologies make it easier for Independent Business Partners to identify, connect and share information with customers, prospects and the Stemtech family. What exactly is Social Media?

Social Media Definition

Social media includes all types of online media that invites, expedites or promotes conversation, comment, rating and/or user-generated content as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content. Examples of Social Media include, but are not limited to discussion forums, blogs, Facebook, Twitter, LinkedIn, Craigslist, Monster, Vine, Pinterest and YouTube.

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Social Media Use

Social Media may be used by Independent Business Partners. However, Independent Business Partners who elect to use Social Media must adhere to the requirements set forth in this subsection as well as policies relating to Advertising and Promotional Materials found in section 4.5 of the Policies. Independent Business Partners may not use any noncompliant verbiage as usernames on any email addresses, URLs or social media websites. Independent Business Partners may follow Stemtech Corporate pages on Social Media.

Official Corporate Website

The Company maintains an official corporate website. Independent Business Partners are allowed to advertise on the Internet through an authorised Company programme which allows Independent Business Partners to personalise with the Independent Business Partner's message and the Independent Business Partner's contact information (the "Independent Business Partners Website").

Independent Business Partners Are Responsible for Postings and Use of Proper (Income/Product) Disclaimers

Independent Business Partners are personally responsible for any of their postings and all other online activity that relates to Stemtech. Therefore, even if an Independent Business Partner does not own or operate a blog or Social Media site, and if an Independent Business Partner posts to any such site content that relates to Stemtech or which can be traced to Stemtech, the Independent Business Partner is responsible

for the posting. Independent Business Partners are also responsible for postings which occur on any blog or Social Media site that Independent Business Partners own, operate or control.

Identification as an Independent Stemtech Business Partner

You must disclose your name on all Social Media sites and conspicuously identify yourself as a Stemtech Independent Business Partner regardless of it being a fan page or personal page. (For example: Sally Johnson, Stemtech Independent Business Partner). Anonymous postings or use of an alias is prohibited. You must not identify yourself as a Stemtech corporate office or employee on any Social Media websites such as Facebook or use a domain name of Stemtech Corporate.

The company name, Stemtech, may only be used when it is followed by Independent Business Partner. (For example: Sally Johnson, Stemtech Independent Business Partner). Independent Business Partners may not use the trademarks of Stemtech or any derivative or abbreviation thereof as a domain name or email address.

Independent Business Partners may not use the name Stemtech, StemFlo or any other product name in the title of a Facebook page. Stemtech reserves the right to request the title of any Facebook page be changed in the event it infringes on the Stemtech trade name and copyright.

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Spamming

Distributing content by use of distribution lists or to any person who has not given specific permission to be included in such a process, spamming or distribution of chain letters or junk mail is not allowed.

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 direct media for generating sales or explaining the Stemtech income opportunity. Online sales may only be generated from an Independent Business Partner Stemtech replicated website. Likewise, Independent Business Partners shall not use any Social Media site to explain the Stemtech Compensation Plan or any component of the compensation plan.

Independent Business Partners may not use auction websites to publicise or sell Stemtech products such as eBay or Amazon. Independent Business Partners may not advertise jobs on classified ad websites. For example: Monster, Craigslist or Yahoo Jobs.

Independent Business Partners may not advertise or promote their Stemtech business or the Company's products or marketing plan or use the Company's name in any electronic medium or transmission, including on the Internet (such as eBay, Amazon, Craigslist, Twitter, etc.) except via Independent Business Partners Website unless that medium or transmission is authorised by the Company.

Independent Business Partners may not have a third-party act as a go between to sell product on eBay, Amazon, Craigslist or other online sales websites. No Independent Business Partners may use "blind" ads on the Internet for marketing product or income claims which are ultimately associated with Company products or services or the Company's business plans. The use of PayPal is strictly prohibited.

Posting Links to Replicated Web Sites

Websites may not be used by Independent Business Partners in connection with their Stemtech business unless Independent Business Partners Website is authorised by Stemtech. Independent Business Partners may link to their replicated web site within a post. Independent Business Partners may also submit their own text for authorisation prior to posting to a Social Media site in order to uphold these policies.

Use of Stemtech Logo

Independent Business Partners may use the Stemtech Independent Business Partners Logo in their postings as long as they are using authorised content. Independent Business Partners may also use the Stemtech Independent Business Partners logo as one of their images or in an image that represents their account as long as it conforms to the policies and procedures.

Posting Photos and Videos

Independent Business Partners may not post any copyright photos without expressed consent from the owner. Posting photos of others without their expressed permission is prohibited. You may post or “pin” photographs or repost videos provided on our corporate social media site as long as you do not edit the video in any way. You may describe the video as long as the description is in accordance with our Policies and Procedures.

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Certain photos and graphic images used by Stemtech in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Independent Business Partners. If an Independent Business Partner wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.

Media Outlets

You may not coordinate, appear in or solicit any media on behalf of Stemtech. All media requests must be submitted to Compliance PRIOR to use.

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, products and/or your biological information and credentials.

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 postings, it is your responsibility to ensure that you have received the proper license to use the intellectual property and paid the appropriate license fee. The intellectual property of all third-parties or companies other than Stemtech must be properly referenced as the property of the third-party. 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. Independent Business Partners must not engage in gossip or advance rumors about any individual, company or

competitive products. Independent Business 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

Independent Business Partners must ensure that your postings are truthful, accurate and in a professional manner. Abide by all laws and regulations regarding electronic communications. This may require that you fact-check all material you post online.

You should also carefully check your postings for spelling, punctuation and grammar errors. Use of offensive language is prohibited.

Prohibited Postings

Independent Business Partners may not make any postings or link to any postings or other material:

1. Sexually explicit, obscene, vulgar or pornographic.
2. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise).
3. Graphically violent including any violent video game images.
4. Solicitous of any unlawful behavior.
5. Offers or solicitations in the name of research, surveys or informal communication when the real intent is to sell products or sponsor Independent Business Partners.
6. Engages in personal attacks on any individual, group or entity.
7. Are in violation of any intellectual property rights of the Company or any third party.

Responding to Negative Posts

Do not communicate with anyone who places a negative post against you, other Independent Business Partners or Stemtech. Report negative post to the Company at: compliance@stemtechhealth.com. Responding to such negative posts often fuels a discussion with a volatile individual who does not hold themselves to the same high standards as Stemtech and therefore damages the reputation and good will of Stemtech. Stemtech may respond to negative posts. Independent Business Partners are encouraged not to respond to such negative posts.

Cancellation of Your Stemtech Business

If your Independent Business Partner Agreement is cancelled for any reason, you must discontinue the use of the Stemtech name as well as 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 utilize. If you post on any Social Media site on which you have previously identified yourself as a Stemtech Independent Business Partner(), you must conspicuously disclose that you are no longer a Stemtech Independent Business Partner.

SECTION 5 - Stemtech Business Partner Status and Compensation

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

5.1 - Business Partnership Agreement

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

5.2 - Hard Calendar Month

Compensation and Business Partner status achievement levels are calculated on a monthly basis. However, if the first day of the month falls on a weekend or a public 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.

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5.3 - Payment Date

Compensation will be processed and paid between the 10th and the 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 10th and September 20th. This does not include any Enroller/Team Builder 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.

5.4 - Compensation Qualifications

A Business Partner must be active and in compliance with the Agreement to qualify for compensation under the Stemtech Opportunity. So long as a Business Partner complies with the terms of the Agreement, Stemtech shall pay commissions and other compensation to such Business Partners in accordance with the Stemtech Compensation Plan. The minimum amount for which Stemtech will make a direct credit payment is NZ \$43.00 or AU \$32.00. If a Business Partner’s compensation does not equal or exceed NZ \$43.00 or AU \$32.00, the Company will accumulate the compensation until the Business Partner accrues the minimum total above. A direct credit payment will be issued once the minimums have been accrued.

5.5 - Adjustments for Returned Products and Marketing Materials Business 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) if paid within the preceding 120 days 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 Business Partners who received compensation on the sales of the refunded goods.

5.6 - Errors and Omissions

If a Business Partner has questions about or believes any errors have been made regarding compensation, Genealogy, Downline activity reports or charges, the Business Partner must notify the Stemtech Business 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 sixty (60) days.

SECTION 6 - International Business 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, labeling and packaging; warning 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 Business Partners located within countries in which Stemtech is open for business. Moreover, allowing a few Business Partners to conduct business in markets not yet opened by Stemtech would violate the concept of affording every Business Partner the equal opportunity to expand internationally.

Accordingly, Business 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 to conduct business as announced in the Company newsletter, or other official Stemtech materials.

Stemtech products or Marketing Materials cannot otherwise be shipped into or sold in any foreign country. Business Partners may sell, give, transfer or distribute Stemtech products or Marketing Materials only in their home country. In addition, no Business Partner may, in any unauthorised country:

- a) Conduct sales, enrollment or training meetings.
- b) Enroll or attempt to enroll potential customers or Business Partners.
- c) Conduct any other activity for the purpose of selling Stemtech products, establishing a Downline Organisation, or promoting the Stemtech Opportunity.

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

7.1 - Excess Inventory Purchases Prohibited

Stemtech Business Partners may only purchase Stemtech products from Stemtech or from their immediate upline Sponsor. Business Partners are not required to carry an inventory of products or Marketing Materials. Business Partners who do so may find making retail sales and building a Downline Organisation somewhat easier because of the decreased response time in fulfilling retail customer orders or in

meeting a new Business Partner's needs. Each Business Partner must make his/her own decision with regard to these matters. To ensure that Business Partners are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to Stemtech upon the Business Partner's termination pursuant to the terms of Section 8.4 of these P&P's. 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

Business Partners must purchase products directly from the Company and not from another crossline or downline, upline Stemtech Business Partners.

7.3- Product Sales

The Stemtech Opportunity is based on the sale of Stemtech products and services to end consumers. Business Partners must fulfill personal and Downline Organisation 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, Business Partners must satisfy the Personal Point Value (PPV) and Personal Group Value (GPV) conditions to fulfill the requirements associated with their rank as specified in the Stemtech Opportunity.

7.4- Payment Options

When purchasing Stemtech products directly from Stemtech, payments may be made in the form of an acceptable major credit or debit card, which will be notified as per the requirements of that particular market, or any other method established by Stemtech. No orders will be shipped without prior payment and verified deposit of funds into the Stemtech account. It is the responsibility of each Business 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 Business Partners in regard to orders cancelled due to insufficient funds or credit, orders that do not process in time may result in a Business Partner's failure to meet his/her PPV and/or GPV requirements for the month. Stemtech NZ Ltd do not accept cheques of any description.

7.5– Goods and Services Tax

If this Agreement or any supply under or in respect of this Agreement becomes subject to GST, and if the recipient of the consideration is liable to GST in relation to any supply under this Agreement, the parties agree that the amount payable for any supply under or in respect of this Agreement by any party shall be adjusted by the amount of the GST.

Therefore to ensure that all GST requirements are met, Stemtech will collect GST on all purchases made from Stemtech and remit them to the appropriate government agency

7.6 - Restrictions on Third Party Use of Credit Cards and Bank Account Access

A Business Partner should not use his/her credit card or permit debits to his/her debit card account, to enroll or to make purchases from the Company for other Business Partners or Retail Customers.

Similarly, only the Business Partner whose name appears on the Business Partner Application and Agreement may place orders on his or her credit card or account. Stemtech does not accept multiple credit or debit 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 forty-eight (48) business hours of receiving an order. Shipment is made by common carrier. Unless specifically requested otherwise, delivery should arrive within ten (10) business days for AU and three (3) business days for NZ from the date of shipment. Carrier shipping may require a signature for verification of receipt. Autoship orders must be sent to the ordering Business Partner or customer's address listed on the order form. Autoship orders may not be drop shipped.

7.8- Confirmation of Order and Damaged Goods

Upon receipt, all goods must be immediately inspected by the Business Partner to determine that the product matches the shipping invoice and 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 Business Partner receives damaged goods he/she must complete the following steps within thirty (30) days of receipt of the damaged goods.

1. Accept the delivery from the carrier and
2. Telephone/email the Business Partner Services Department and inform the representative.
 - a. The type/amount of damage.
 - b. The ship to address.
 - c. The ID number.
 - d. Any other information determined to be necessary by the Business Partner Service Representative.
3. The Business Partner Service Representative will notify the carrier of the damaged goods and arrange for them to be picked up by the carrier and inspected.
4. The Business Partner Service Representative will make the necessary arrangements for the damaged goods to be replaced and reshipped.
5. All Independent Business Partners will have a (14) fourteen days cooling off period from the date of joining Stemtech to return all product purchased for a full refund.

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

7.9 Supply for Business Purposes

Where the Independent Business Partner is acquiring, or holds itself out as acquiring, the Stemtech Products and Services for the purposes of a business, in terms of section 43(2) of the Consumer Guarantees Act 1993, the Independent Business Partner will not assert or attempt to assert any rights or claims against the Supplier under the provisions of that Act.

Nothing in the Agreement is intended to exclude, restrict, or modify an Independent Business Partner or Retail Customer's rights under any applicable statute.

7.10- 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 upon reasonable notice.

7.11- Retail Pricing and Receipts

Although Stemtech provides a recommended retail price as a guideline Stemtech Independent Business Partners may sell Stemtech Products at whatever retail price he/she and his/her customers agree upon. All Business Partners must provide their retail customers with two copies of an official Stemtech retail sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee for Stemtech products, as well as notice of the consumer's right to cancel the order. Business 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 Business Partners' Direct Customers will not be maintained by Stemtech. Business Partners are not allowed to sell Stemtech products below the wholesale price and must charge reasonable shipping and handling charges.

7.12- 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, chemists, healthfood stores (with the exception of single-location health food stores operated by a sole proprietor), or any other type of major/chain retail establishment. Stemtech Products may not be sold or displayed for public view (casual foot traffic), except in private clubs, such as health clubs, spas and appointment only businesses, such as doctor offices or beauty salons.

Products can be placed behind or next to a Stemtech Independent Business Partner who is attending to the register, food bar or similar setting as long as an Independent Business 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 Business Partners may sell and display Stemtech products in a designated area in such places as shopping centres and/or flea market as long as the person offering the product is an Independent Business Partner.

This policy does not prohibit a storeowner from being a Stemtech Independent Business 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 Business Partner present at each location during business hours to demonstrate Stemtech products, answer any questions that a prospective Retail Customer or potential Business Partner may have and to present the Stemtech Opportunity.

Online auction or sales sites including but not limited to eBay, TradeMe and Amazon are prohibited retail outlets and may not be used as a venue to market Stemtech products or promote the Stemtech Opportunity. Any Business Partner supplying product to a non-Business Partner for resale on online sites will also be found in violation and subject to company sanctions.

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

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

7.13- Exhibit Space

Business Partners may rent exhibit space at special events such as trade fairs, health fairs, nutrition shows and business expos, etc. When a Business Partner has purchased exhibit space, other Business 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 Business 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 Business Partners renting exhibit space first contact the event promoter to determine:

1. Under what conditions you will be renting the space?
2. Will every renter be paying the same amount?
3. Will other Business Partners be permitted to rent space?
4. Has any other Stemtech Independent Business Partner rented space at this event?

Disputes concerning rented exhibit space must be resolved between the Business Partners and the event promoter, to avoid encroaching on another Business Partner’s rented space. Before you “walk the floor”, check with the event promoter and confirm that another Stemtech Independent Business Partner has not rented exhibit space.

7.14- General Order Policies

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

7.15- 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. Business Partners will be charged and given PPV on back ordered items only once shipped unless notified on the invoice that the product has been discontinued. Stemtech will notify Business 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 might be canceled upon Retail Customer or Business Partner’s request. Retail Customers and Business Partners may request a refund, credit on account or replacement merchandise for cancelled back orders. If a refund is requested, the Business Partner’s PPV will be decreased by the amount of the refund in the month in which refund is issued.

7.16- Confirmation of Order

A Business 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 Business Partner's right to request a correction.

7.17- Deposits

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

SECTION 8 - Retail Guarantee, Returns and Refunds

8.1 - Returns by Retail Customers

Stemtech offers, through its Business Partners, a 100% thirty (30) day unconditional money-back guarantee to all Retail Customers. Every Business 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 Business Partner is dissatisfied with it, the Retail Customer may return the unused portion of the product to the Business Partner from whom it was purchased, within thirty (30) days of the date of purchase, 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) the product shall be returned directly to Stemtech. This guarantee does not and is not intended to exclude, restrict or modify the Retail Customer's statutory rights in New Zealand, the Consumer Guarantees Act 1993.

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

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Stemtech offers, through its Business Partners, a 100% thirty (30) day unconditional money-back guarantee to all Retail Customers. Every Business Partner is bound to honour the Retail Customer Guarantee and is responsible for the refund amount.

8.3 - Returns by Business Partners for Replacement

In the instance of a Retail Customer returning product to a Business Partner, the Business Partner may then return it to Stemtech along with:

1. The Retail Customer receipt.
2. A Statement from the Retail Customer as to the reason why he/she returned the product.
3. Any unused portion of product.

Stemtech will then replace the product within thirty (30) days. Shipping of the returned product to Stemtech is the responsibility of the Business Partner. However, the replacement, if required, will be shipped to the Business Partner and will be at Stemtech's expense. In the case of non-Product items purchased by a Business Partner, Stemtech may, upon request and at its sole discretion, exchange such items purchased within the last thirty (30) days. In such case the Business 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 voluntary or involuntary termination of the Business Partnership Agreement, the Business Partner may return inventory and Marketing Materials for a refund.

Stemtech WILL ONLY REPURCHASE Stemtech PRODUCTS AND/OR MARKETING MATERIALS THAT A Business Partner PURCHASED DIRECTLY FROM Stemtech WITHIN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF RETURN. Stemtech will not repurchase products that a Business Partner has acquired from another Business Partner or any other source. The Business Partner will receive 90% of the net purchase price paid, less any compensation received by the Business Partner as a result of purchasing the specific products that are returned (unless modified by applicable state laws), and less appropriate set-offs and legal claims. No shipping fees will be refunded. The return product and Marketing Materials must be unencumbered unopened inventory that is returned in a restockable, reusable and resalable condition and contains current product labeling. Determination as to whether a product is in resalable condition shall be at Stemtech's discretion. All refunds will be made to the original purchaser only. The cost of shipping the return product to Stemtech will be the responsibility of the Business Partner. The 70% rule will be taken into consideration when calculating refundable products. The guidelines in Section 8.5 must be adhered to in order for Stemtech to consider the return for a refund.

8.5 - Returns Procedure, Return Merchandise Authorisation

PRIOR TO THE RETURN of any Stemtech products and/or Marketing Materials, the Business Partner is to notify the Stemtech Business Partner Services Department for authorisation to return the product. Upon notification, the Business Partner Services Representative will send to the Business Partner a Return Merchandise Authorisation form. Upon receipt of this form, the Business Partner is to complete the form and return it to the issuing Business 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.

Upon review of the Return Merchandise Authorisation form, the Business Partner Services Representative will notify the Business Partner of the authorisation number and packaging instructions, including shipping labels, to be used for the return. NO RETURN WILL BE ACCEPTED BY Stemtech WITHOUT A RETURN AUTHORISATION NUMBER ON ALL SHIPPING LABELS.

Upon receipt of the authorisation number and packaging instructions, the Business Partner may return only the requested Stemtech products and/or Marketing Materials listed on the authorisation form.

Upon receipt and favorable 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 re-

stockable, reusable and resalable condition, Stemtech will notify the Business 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 Business Partner. Any products and/or Marketing Materials not considered by Stemtech to be refundable must be claimed by the Business Partner within thirty (30) days of notice by Stemtech or they will be destroyed.

ANY Business 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.

If the Business Partner returns any order without the proper Return Authorisation Number, the Company will deduct an additional 10% restocking fee minus the shipping.

SECTION 9 - Termination and Non-Renewal

9.1 - Involuntary Termination

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

Stemtech reserves the right to waive this provision on a case by case basis.

9.2 - Voluntary Termination

Business Partners may terminate their Business Partnership Agreement at any time, regardless of reason by submitting a letter of cancellation to the Business Partner Services Department. The written notice must include the Primary and all Secondary Business Partner signatures, printed name, address and ID Number.

Business Partners who voluntarily terminate his/her Business Partnership Agreement will be required to wait six (6) calendar months before reapplying to Stemtech for authorisation to become a Stemtech Independent Business Partner or operate a Stemtech Independent Business Partnership. Stemtech reserves the right to waive this provision on a case by case basis.

9.3 - Non-renewal

A Business Partner may also voluntarily terminate his/her Business Partnership Agreement by failing to renew the Business Partnership Agreement on its Anniversary Date. Business Partners who voluntarily terminate due to non-renewal of his/her Business Partnership Agreement will be required to wait six (6) calendar months before reapplying to Stemtech for authorisation to become a Stemtech Independent Business Partner or operate a Stemtech Independent Business Partnership. Stemtech

reserves the right to waive this provision on a case by case basis or convert the Business Partner to a Member or other type of Wholesale Buyer.

9.4 - Termination for Inactivity

A Business Partner's business will be terminated for lack of activity if the Business Partner fails to generate any PPV as set forth in the Stemtech compensation plan for six (6) consecutive months. The Business Partner may be converted to a Member or other type of Wholesale Buyer at the discretion of Stemtech if the former Business Partner requests that he be allowed to purchase as a Member.

9.5 - Effect of Termination, or Non-Renewal

Upon the voluntary cancellation, involuntary termination, non-renewal of a Business Partner's Agreement, or termination for inactivity, the former Business Partner shall immediately discontinue holding him/herself out as a Business Partner and shall discontinue all sales, recruiting and marketing practices related to Stemtech. The former Business 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 organisation.

SECTION 10 - Dispute Resolution and Disciplinary Proceedings

10.1 - Grievances and Complaints

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

10.2 – Enforcement Sanctions

A violation of the terms and conditions of the Agreement, or any illegal, fraudulent, deceptive or unethical business conduct by a Business Partner may result, at Stemtech's sole discretion, in one or more of the following corrective measures.

1. Issuance of a written warning or admonition; and/or
2. Suspension of the business Partners self-replicated Stemtech website for first or second offenses; and/or
3. Imposition of a fine, which may be withheld from compensation payments for one or more pay periods; and/or
4. Involuntary termination of the offender's Business Partnership Agreement; and/or
5. Requiring the offender to take immediate corrective measures; and/or

6. Any other measure expressly allowed within any provision of the Agreement; and/or
7. Suspension of the offender's Business Partnership Agreement for one or more compensation pay periods; and/or
8. 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 Business Partnership Agreement is voluntarily cancelled during an investigation or terminated, the former Business Partner will not be entitled to recover any compensation payments withheld during the investigation period; and/or
9. 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; and/or
10. 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 Business Partner may make any claim that Stemtech products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or pharmaceutical claims.

In New Zealand and Australia no dietary supplement or package or container containing a dietary supplement may be advertised or labelled with a statement relating to any of the following matters:

- (i) Treating or preventing disease;
- (ii) Diagnosing disease or ascertaining the existence, degree, or extent of a physiological condition;
- (iii) Altering the shape, structure, size or weight of the human body; or
- (iv) Otherwise preventing or interfering with the normal operation of a physiological function, whether permanently or temporarily, and whether by way of terminating or reducing or postponing, or increasing or accelerating, the operation of that function, or in any other way.

11.2– Business Partner – Income Claims and Testimonials

In their enthusiasm to enroll prospective Independent Business Partners, some Independent Business Partners are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of Direct Sales.

This is counterproductive because new Independent Business Partners may become disappointed very quickly if their results are not as extensive or as rapid as the purported

results others have achieved. At Stemtech, we believe that the Stemtech income potential is great enough to be highly attractive, without reporting the earnings of others.

While Independent Business Partners may believe it beneficial to provide copies of earnings or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Stemtech as well as the Independent Business Partners making the claim. An Independent Business Partner when presenting or discussing the Stemtech Opportunity to a prospective Independent Business Partner, may not make income projections, income claims except to the extent that claims are contained in official Stemtech issued literature, or disclose his or her Stemtech income, including the showing of cheques, copies of cheques, bank statements, or tax records, or other documents.

11.3- Back Office Access

Stemtech makes online Back Office available to its Business Partners. Back Offices provide Business Partners access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Business 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 Business Partner's access to the Back Office at its sole discretion.

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11.4 - Government Endorsements

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

11.5- Jurisdiction and Venue

The terms and provisions of the Agreement and any dispute arising in the case of Independent Business Partners in New Zealand will be governed by New Zealand law and in the case of Independent Business Partners in Australia will be governed by Australian law and the parties hereby submit to the exclusive jurisdictions of the New Zealand and Australian courts respectively.

11.6 - Data Protection

This policy describes Stemtech's duty of care, in relation to the collection and use of data, in relation to Independent Business Partners with regard to the data (whether personal or otherwise) that is held by it. In this regard, Stemtech is committed to:

- Obtaining and processing personal data or the information constituting personal data fairly;
- Ensuring personal data is accurate and, where necessary, kept up-to-date, and available for correction when required by the individual involved;
- Keeping personal data for only one or more specified lawful purpose;
- Not using or disclosing personal data in any manner incompatible with such lawful purpose;
- Taking appropriate security measures against unauthorised access or alteration, disclosure or destruction of personal data and against their accident, loss or destruction.

The Independent Business Partner acknowledges that he/she has been informed by Stemtech that the information which he/she gives to Stemtech (including information relating to the Independent Business Partner, his/her address and other details) will be retained by Stemtech on a computer database and will be used by Stemtech for the purposes of calculating the marketing commissions payable and for the performance of the Stemtech business.

The Independent Business Partner also acknowledges that Stemtech may hold the information which he/she gives to Stemtech for up to six (6) months after the termination of the Distributorship for communication purposes between Stemtech and the Independent Business Partner.

The Independent Business Partner further acknowledges that Stemtech may disclose this information in connection with such purposes to other members of Stemtech which may be situated inside or outside New Zealand and/or Australia and to other persons and, in particular, may disclose it to other Independent Business Partner as part of Stemtech's genealogies.

The Independent Business Partner consents to Stemtech retaining, processing and disclosing the information referred to as set out above.

11.7 – Dispute Resolution

Mediation

For claims seeking USD\$10,000.00 or more that arise from or relate to the Agreement, prior arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the Parties cannot agree on a mediator, the complaining party shall request a mediator to be appointed by the American Arbitration Association (“AAA”), or the New Zealand equivalent. The mediation shall occur within sixty (60) days from the date of 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 then (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Auckland, New Zealand and shall last no more than two (2) business days.

Arbitration

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through confidential arbitration. The arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process as well as claims for less than USD\$10,000.00 not subject to the mediation requirement. The arbitrations shall be file with, administrated by the American Arbitration Association (“AAA”), or the New Zealand equivalent. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct sales industry, selected from the panel that the American Arbitration Panel provides. Nothing in these Policies and Procedures shall prevent Stemtech from applying to and obtaining from any court having jurisdiction a temporary preliminary injunction, preliminary injunction, permanent injunction or other relief to safeguard and protest Stemtech's interest prior to, during or following the filing of any arbitration or other proceeding.

17.8- Entire Agreement

This statement of Policies and Procedures, in current form and as may be amended by Stemtech Health Sciences Inc. or Stemtech NZ Ltd from time to time are incorporated by reference into the Agreement which constitutes the entire agreement of the parties regarding his/her Business Partnership relationship with Stemtech.