

## **AQUABIOVIDA LLC POLICIES AND PROCEDURES**

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### SECTION 1 – CODE OF ETHICS

AQUABIOVIDA has made a commitment to provide the finest direct sales experience backed by impeccable service to its Health Agents/Water Analysts/Brand Partners and Distributors. In turn, the company expects AQUABIOVIDA Health Agents/Water Analysts/Brand Partners and Distributors to reflect that image in their relationships with Affiliates and fellow Brand Partners. As an AQUABIOVIDA Health Agent/Water Analyst/Distributors and/or Brand Partner, you are expected to operate your business according to the highest standards of integrity and fair practice. Failure to comply with the Code of Ethics can result in your termination as an AQUABIOVIDA /Health Agent/Brand Partner/Distributor. The Code of Ethics, therefore, states:

As a Brand Partner/Distributor:

- I will conduct my business in an honest, ethical manner at all times.
- I will make no representations about the benefits of being a Brand Partner with AQUABIOVIDA other than those contained in officially approved corporate literature and videos.
- If I am involved in any other direct selling, network marketing, multi level marketing, affiliate marketing, master resale rights, digital marketing opportunities, or similar opportunities or programs, I will not make any type of income claim, earnings claim, or income or earnings testimonial in connection with my promotion of such opportunities as I recognize that such actions may cause damage to the reputation and goodwill of AQUABIOVIDA and other AQUABIOVIDA Brand Partners.

- I will not take advantage of the goodwill of my association with AQUABIOVIDA to further or promote other direct selling, network marketing, multi level- marketing, affiliate marketing opportunity, master resale rights, or similar opportunity or program to other AQUABIOVIDA Brand Partners, Affiliates, or anyone who has any type of account with AQUABIOVIDA without the prior written consent of AQUABIOVIDA.
- I will abide by all the Policies and Procedures of AQUABIOVIDA as included herein, or as may be amended from time to time. I will not make any payment(s) or promise to pay any prospective or existing Brand Partner in return for such Brand Partner's enrollment, continued enrollment, team building or recruiting activities with AQUABIOVIDA.
- I will strive to sell and promote the products of AQUABIOVIDA in a professional manner to end user customers.

## SECTION 2 – INTRODUCTION

### 2.1 – Policies and Compensation Plan Incorporated into AQUABIOVIDA Brand Partner/Distributor/Water Analyst/Health Agents and Health Consultants Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of AQUABIOVIDA, are incorporated into, and form an integral part of, the AQUABIOVIDA Brand Partner Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the AQUABIOVIDA Business Partner Application and Agreement Form, these Policies and Procedures and the AQUABIOVIDA Compensation Plan. These documents are incorporated by reference into the AQUABIOVIDA Brand Partner Agreement (all in their current form and as amended by AQUABIOVIDA).

### 2.2 – Purpose of Policies

AQUABIOVIDA is a direct sales company that sells health and wellness products and subscriptions through Brand Partners. It is important to understand that your success and

the success of your fellow Brand Partners depends on the integrity of those who market our services. To clearly define the relationship that exists between Brand Partners and AQUABIOVIDA, and to explicitly set a standard for acceptable business conduct,

AQUABIOVIDA has established the Agreement. AQUABIOVIDA Brand Partners/Distributors/Water Analysts/Health Agents and Health Consultants are required to comply with all the provisions set forth in the Agreement, which AQUABIOVIDA may amend at its sole discretion from time to time, as well as with all federal, state, and local laws governing their AQUABIOVIDA business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this document carefully, for it explains and governs the relationship between you, as an independent contractor, and The Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the AQUABIOVIDA compliance office.

### 2.3 – Changes to the Agreement

Because laws and the business environment periodically change, AQUABIOVIDA reserves the right to amend the Agreement, compensation plan and its prices at its sole and absolute discretion. By signing the Brand Partner's Agreement, a Brand Partner agrees to abide by all amendments or modifications that AQUABIOVIDA elects to make. Amendments shall be effective 30 days after publication of notice of amendments in official AQUABIOVIDA materials. The Company shall provide or make available to all Brand Partners a complete copy of the amended provisions by one or more of the following methods: (a) posting on the Company's official website; (b) electronic mail (email); (c) inclusion in Company periodicals and resources; (d) inclusion with commissions or bonus checks; or (e) special mailings. The continuation of a Brand Partner's AQUABIOVIDA business or a Brand Partner's acceptance of bonuses or commissions constitutes acceptance of all amendments.

### 2.4 – Delays

AQUABIOVIDA 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, riot, war, fire, death, curtailment of a party's source of supply, government decrees or orders, and acts of God.

## 2.5 – Policies and Provisions Severable

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

## 2.6 – Waiver

Any waiver by AQUABIOVIDA or a Brand Partner of any breach of the Agreement must be in

writing and signed by an authorized officer of the Company if the Company is waiving enforcement or by the Brand Partner if a Brand Partner is waiving enforcement. Any waiver of a breach by the Company or by a Brand Partner shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach. Waiver by AQUABIOVIDA of a breach by a Brand Partner shall not affect in any way the rights or obligations of any other Brand Partner. Any delay or omission by AQUABIOVIDA or a Brand Partner to exercise any right arising from a breach by the other shall not affect or impair the non-breaching party's rights as to that breach or any subsequent breach. The existence of any claim or cause of action of a Brand Partner against AQUABIOVIDA, or of AQUABIOVIDA against a Brand Partner, shall not constitute a defense to non-breaching party's enforcement of any term or provision of the

Agreement

## SECTION 3 – BECOMING A BRAND PARTNER/HEALTH AGENT/WATER ANALYST

### 3.1 – Requirements to Become a Brand Partner/HEALTH AGENT/WATER ANALYST:

To become a AQUABIOVIDA Brand Partner, each applicant must:

3.1.1 – Be at least 18 years of age.

3.1.2 – Reside in the 50 United States or US Territories officially opened by The Company.

3.1.3 – Have a valid Social Security or Tax ID number and provide such number to AQUABIOVIDA upon enrollment.

3.1.4 – Purchase a AQUABIOVIDA Starter Kit (optional for residents of North Dakota);

3.1.5 – Submit an accepted AQUABIOVIDA Brand Partner Application and Agreement. The Company reserves the right to reject any applications for a new Brand Partner or applications for renewal.

### 3.2 – Brand Partner Benefits

Once a Brand Partner Application and Agreement has been accepted by Brav AQUABIOVIDA, the following benefits are available to the new Brand Partner.

- Receive periodic AQUABIOVIDA literature and other AQUABIOVIDA communications.
- Build a network of Independent Brand Partners and participate in the AQUABIOVIDA Compensation Plan.

### 3.3 – Term and Renewal of Brand Partner Agreement

The term of the Brand Partner Agreement is one year from the date of its acceptance by AQUABIOVIDA (subject to prior termination or reclassification pursuant to Section 10.6). Brand Partners who wish to renew the Agreement must acknowledge

their agreement to the terms of the Agreement each year on the anniversary of their join date and pay the applicable renewal fee that is in their back-office shopping cart. If a Brand Partner does not acknowledge agreement to the terms of the Agreement and pay the renewal fee within 35 days after the expiration of the current term of the Brand Partner Agreement, the Brand Partner Agreement will be canceled. Annual renewal fees are not required for residents of North Dakota.

## SECTION 4 – OPERATING A BRAVENLY GLOBAL BUSINESS

### 4.1 – Adherence to the AQUABIOVIDA Compensation Plan

Brand Partners must adhere to the terms of the AQUABIOVIDA Marketing Plan as set forth in official AQUABIOVIDA literature. Brand Partners shall not offer the AQUABIOVIDA opportunity through, or in combination with, any other system, program or method of marketing other than that specifically set forth in official AQUABIOVIDA literature. To avoid confusion in the marketplace, if a Brand Partner promotes his or her AQUABIOVIDA business on a personal or business social media account, group, or page, the Brand Partner may not also promote any other direct selling, network marketing, multilevel marketing, affiliate marketing, master resale rights, or similar opportunity or program on such social media account or page without the consent of the Company. Brand Partners shall not require or encourage other current or prospective customers or Brand Partners to participate in AQUABIOVIDA in any manner that varies from the program as set forth in official AQUABIOVIDA literature. Brand Partners shall not require or encourage other current or prospective customers or Brand Partners to execute any agreement or contract other than official AQUABIOVIDA agreements and contracts in order to become an AQUABIOVIDA Brand Partner. Similarly, Brand Partners shall not require or encourage other current or prospective customers or Brand Partners

to make any purchase from, or payment to, any individual or other entity to participate in the AQUABIOVIDA Compensation Plan other than those purchases or payments identified as recommended or required in official AQUABIOVIDA Global literature.

#### 4.2 – General Conduct

Brand Partners shall safeguard and promote the good reputation of AQUABIOVIDA and its products, and must avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices. Brand Partners agree that they shall exhibit high moral character in their personal and professional conduct. Brand Partners shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, and the following list is not a limitation on the standards of conduct to which Brand Partners must adhere pursuant to this section, the following standards specifically apply to Brand Partners' activities:

- Deceptive conduct is always prohibited. Brand Partners must ensure that their statements are truthful, fair, accurate, and are not misleading.
- If the Agreement is canceled for any reason, the Brand Partner must discontinue using the AQUABIOVIDA name, and all other AQUABIOVIDA intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.
- Brand Partners may not represent or imply that any state or federal government official, agency, or body has approved or endorsed AQUABIOVIDA, its program, or products.
- Brand Partners must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in their business or their personal lives that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the field sales force.

### 4.3 – Advertising and Sales Tools

All Brand Partners agree that they shall safeguard and promote the good reputation of AQUABIOVIDA and its products. The marketing and promotion of AQUABIOVIDA, the AQUABIOVIDA opportunity, the Compensation Plan, and AQUABIOVIDA products must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

For purposes of these Policies and Procedures, the term “Sales Tools” includes sales aids,

advertising, promotional materials, and marketing methods that are designed to promote

AQUABIOVIDA, the AQUABIOVIDA opportunity, or AQUABIOVIDA products, or to draw interest in AQUABIOVIDA, the AQUABIOVIDA opportunity, or AQUABIOVIDA products, even if such materials do not contain any of the Company’s trademarks, trade names, logos, or product names. When promoting AQUABIOVIDA, the AQUABIOVIDA opportunity, or AQUABIOVIDA products, Brand Partners should use only AQUABIOVIDA produced or approved Sales Tools. The Company has carefully designed its products, product labels, Compensation Plan, and Sales Tools to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and that the materials comply with the legal requirements of federal and state laws. Sales tools do not include gear, swag, or apparel. AQUABIOVIDA has exclusive rights to create and sell gear, swag, and apparel. AQUABIOVIDA does not approve the use of the Company’s trademarks, trade names, logos, or product names in gear, swag, or apparel. If you have any questions, please feel free to reach out to [compliance@bravenlyglobal.com](mailto:compliance@bravenlyglobal.com).

If a Brand Partner wishes to develop, design, or create her own Sales Tool(s), the proposed

Sales Tool(s) must be submitted to the Company and receive written approval before they can be used or made public. Brand Partners who receive written authorization from the Company to produce and publish Sales Tools may make approved Sales Tools available to other Brand Partners free of charge if they wish but may not sell the Sales Tools to other Brand Partners. Any sale or attempt to sell Sales Tools to another Brand Partner will result in the termination of the offending Brand Partner’s AQUABIOVIDA business. AQUABIOVIDA reserves the right to rescind approval for any approved Sales Tools, and Brand Partners waive all claims against AQUABIOVIDA, its officers,



directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

At AQUABIOVIDA's discretion, approved Sales Tools will be posted in the Back-Office and will be made available to all Brand Partners free of charge. The Brand Partner(s) who created the Sales Tools grants AQUABIOVIDA and other Brand Partners an irrevocable and perpetual license to use the Sales Tools for AQUABIOVIDA business purposes at their discretion, and waives all claims, including but not limited to intellectual property right claims, and/or claims for remuneration against AQUABIOVIDA, its officers, directors, owners, agents, and other Brand Partners for such posting and/or use of the Sales Tools. The Brand Partner(s) who submitted the Sales Tool to the Company waives all claims to remuneration for such use and grants AQUABIOVIDA an irrevocable license to use the Sales Tools as the Company deems appropriate.

#### 4.4 – Brand Partner Websites

Except as provided below, a Brand Partner may not create their own websites or mobile applications to promote their AQUABIOVIDA business or AQUABIOVIDA products and services. AQUABIOVIDA products may only be sold or promoted, and new AQUABIOVIDA Brand Partners or Affiliates may be enrolled only at: (i) the official AQUABIOVIDA website, (ii) AQUABIOVIDA -supplied replicated websites, and (iii) official AQUABIOVIDA mobile apps (if applicable). Prohibited online forums include, but are not limited to, Brand Partners' personal websites, online retailers (e.g., Amazon) online auctions (e.g., eBay), and classified listings (e.g., Craigslist).

A Brand Partner may create one (1) personal external website to promote their AQUABIOVIDA business and AQUABIOVIDA products, but such external website must comply with the

following:

- The website may not take or process product or service orders or product or service sales. The website may not process Brand Partner or any type of enrollments.
- The website must use the Brand Partner's AQUABIOVIDA replicated website to process

sales and/or enrollments.

- The website must clearly and conspicuously identify the Brand Partner who is operating

the external website and must clearly and conspicuously disclose that he/she is an Independent AQUABIOVIDA Brand Partner, and that the website is not AQUABIOVIDA corporate website.

- Brand Partners may not use the AQUABIOVIDA Logo or Icon as their back-office profile picture or in any other way look or feel like they are a AQUABIOVIDA main site or profile.

- Websites that do not identify the Brand Partner who is the promoter of the site and/or that he/she is promoting AQUABIOVIDA products or the AQUABIOVIDA opportunity (so-called “blind” websites), are not permitted.

- Upon cancellation of a Brand Partner’s AQUABIOVIDA Agreement, for any reason, the

former Brand Partner must immediately remove the website from the internet.

- The website must exclusively promote AQUABIOVIDA products and the AQUABIOVIDA opportunity. It may not promote any other direct selling, network marketing, multilevel marketing, affiliate marketing, master resale rights, digital marketing, work from home opportunity, or similar opportunity or program.

- The website must comply with all applicable provisions of these Policies and Procedures.

- Prior to going live with an external website, the Brand Partner must submit a beta version of the site to the Company for review and receive the Company’s written authorization to use the website. Following approval, any amendments to the website must also be submitted to the Company and receive written approval before going live.

AQUABIOVIDA reserves the right to rescind approval for any approved external website, and Brand Partners waive all claims against AQUABIOVIDA, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

## 4.5 – Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should a Brand Partner utilize any form of social media in connection with her AQUABIOVIDA business, including but not limited to blogs, Facebook, Twitter, Instagram, LinkedIn, YouTube, TikTok, or Pinterest, the Brand Partner agrees to each of the following:

- Brand Partners are responsible for the content of all material that they produce and all of their postings on any social media site, as well as all postings on any social media accounts that they own, operate, or control.
- Brand Partners shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- A Brand Partner must disclose his or her first name and conspicuously identify himself or herself as a AQUABIOVIDA Brand Partner. For example, Jane, AQUABIOVIDA Independent Brand Partner.
- No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media posting must link only to the Brand Partner's AQUABIOVIDA replicated website, AQUABIOVIDA corporate website or an official AQUABIOVIDA corporate social media page.
- It is each Brand Partner's responsibility to follow the social media site's terms of use.
- Any social media account that is directly or indirectly operated or controlled by a Brand Partner that is used to discuss or promote AQUABIOVIDA products or the

AQUABIOVIDA opportunity may not link to any website or social media page or account that promotes any other direct selling, network marketing, multilevel marketing, affiliate marketing opportunity, master resale rights, or similar opportunity or program other than AQUABIOVIDA.

- During the term of this Agreement and for a period of 12 calendar months thereafter, a Brand Partner may not use any social media account on which they discuss or promote, or have discussed or promoted, the AQUABIOVIDA business or AQUABIOVIDA products to directly or indirectly solicit anyone for another direct selling, network marketing, multilevel marketing, affiliate marketing opportunity, master resale rights, or similar opportunity or program. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.13.2.
- If a Brand Partner chooses to promote a consumer product of another non-multilevel marketing company, he or she may not (a) promote any income opportunity associated with such program; (b) make any income or earnings claims or testimonials; (c) make any comparisons between the AQUABIOVIDA Marketing Plan or similar opportunities or programs; or (d) become or create a distraction to AQUABIOVIDA Partners, Affiliates, and customers. If a Brand Partner creates a business page, team page, group chat, or group page on any social media site that promotes or relates to AQUABIOVIDA, its products, community, or opportunity, the page may not promote or advertise the products or opportunity of any direct selling, network marketing, multilevel marketing, affiliate marketing opportunity, master resale rights, digital marketing, work from home opportunity, or similar opportunity or program other than AQUABIOVIDA and its products. In addition, if a Brand Partner creates a group page that is private, the Brand Partner must invite the AQUABIOVIDA Compliance Department or at least one member of the corporate team (Executives, Compliance Dept or Vice President level or above) into the group upon the formation of the group and the Compliance Department (or corporate team member) must be able to access the group page whenever desired. If the Agreement is

anceled for any reason, or if the Brand Partner becomes inactive, the Brand Partner must

immediately deactivate the business page, team page, or group page or, at the former BrandPartner's option, turn over administrative/ownership rights to the page to AQUABIOVIDA so that the Company may deactivate the page. Brand Partners shall respect the privacy of other social media users. Brand Partners shall not engage in abusive social media practices, including but not limited to harvesting or trolling for connections, shaming, or bullying others.

#### 4.6 – Media Inquiries

Brand Partners must not attempt to respond to media inquiries regarding AQUABIOVIDA and its products or services. All inquiries by any type of media must be immediately referred to AQUABIOVIDA Compliance Department. This policy is designed to assure that accurate and consistent information is provided to the public, as well as a proper public image.

#### 4.7 – Excess Inventory and Bonus Buying Prohibited

Brand Partners must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other Brand Partner to buy more products than they can reasonably use or sell to retail customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes, but is not limited to:

(a) the enrollment of individuals without their knowledge and agreement and/or without execution of a Health Agent Application;

(b) the fraudulent enrollment of an individual as a Brand Partner, Affiliate, VIP Customer, or Retail Customer.

(c) the enrollment or attempted enrollment of non-existent individuals as Health Agents Brand Partners, Affiliates, VIP Customers, or Retail Customers;

(d) the use of a credit card by or on behalf of a Health Agent, Brand Partner, Affiliate, VIP Customer, or Retail Customer when the individual is not the account holder of such credit card;

(e) purchasing AQUABIOVIDA products on behalf of another Health Agent, Brand Partner, Affiliate,

VIP Customer, or Retail Customer or under another Health Agent, Brand Partner, Affiliate, VIP Customer, or Retail Customer, to qualify for commissions, bonuses, credits, or incentives.

#### 4.8 – Business Entities

A Partnership, LLC or Corporation may hold a Brand Partner business upon completion of the Brand Partner Application form, and providing on that form in the appropriate space, a Federal tax ID number. The person signing the application on behalf of a business entity must have the authority of said entity for entering the transaction. In addition, by signing for as a business entity, you certify that no person with an interest of debt or equity in the business has had an interest in a Brand Partner business in AQUABIOVIDA within six (6) months of the date of signature.

## 4.9 – Changes to a AQUABIOVIDA Business

### 4.9.1 – General

Each Brand Partner must immediately notify AQUABIOVIDA of all changes to the information contained in his or her Brand Partner Application and Agreement. Brand Partners may modify their existing Brand Partners Agreement Form by submitting a written request and appropriate supporting documentation.

### 4.9.2 – Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Health Agents and Water Analysts, AQUABIOVIDA does not allow changes in sponsorship for active, in good standing, Brand Partners. Maintaining the integrity of sponsorship is critical for the success of every Health Agent and marketing organization. Accordingly, the transfer of a AQUABIOVIDA business from one sponsor to another is not permitted.

Exception – A request for a change in sponsor, due to AQUABIOVIDA error, will be accepted **within 45 days of completion of the application.**

### 4.9.3 – Cancellation and Re-application

A Health Agent may legitimately change organizations by voluntarily canceling his or her AQUABIOVIDA Agreement and remaining inactive (i.e., no purchases of AQUABIOVIDA products for resale; no sales of AQUABIOVIDA products; no sponsoring; and no attendance at any AQUABIOVIDA functions, participation in any other form of Health Agent activity, or operation of any other AQUABIOVIDA business) for 6 full calendar months. Following the 6-calendar month period of inactivity, the former Health Agent may reapply under a new sponsor. However, the former Brand Partner will permanently lose any and all rights to their former Brand Partner down-line

organization.

#### 4.9.4 – Waiver of Claims

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by a Brand Partner, AQUABIOVIDA reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, HEALTH AGENTS AND BRAND PARTNERS WAIVE ANY AND ALL CLAIMS AGAINST AQUABIOVIDA, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM AQUABIOVIDA DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A BRAND PARTNER THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

#### 4.10 – Unauthorized Claims and Actions

##### 4.10.1 – Indemnification

A Health Agent/Water Analyst/Brand Partner is fully responsible for all of his or her verbal and written statements made regarding AQUABIOVIDA products, services, and the Compensation Plan that are not expressly contained in official AQUABIOVIDA materials. Health Agent/Water Analyst/Brand Partner agree to indemnify AQUABIOVIDA directors, officers, employees, and agents and hold them harmless from all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred

by AQUABIOVIDA because of the Health Agent's unauthorized representations or actions. This provision shall survive the termination of the Health Agent Agreement.



#### 4.10.2 – Product Claims

Because AQUABIOVIDA's products and the claims made about them are subject to regulation by state and federal agencies (notably the Food and Drug Administration and the Federal Trade Commission), the claims that are made about AQUABIOVIDA products must be in compliance with applicable law. Therefore, Health Agents must not make claims, including but not limited to testimonials, about AQUABIOVIDA's products or services that are not consistent with the claims contained in official AQUABIOVIDA literature or posted on Bravenly Global's official website. Under no circumstances shall any Health Agent state or imply that any AQUABIOVIDA product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

#### 4.10.3 – Weight Loss Testimonials

Weight loss testimonials made by a Health Agent are a form of advertising that are subject to state and federal deceptive advertising laws. If a Brand Partner makes a weight loss testimonial in connection with AQUABIOVIDA's products, the Health Agent must adhere to each of the following:

- The Health Agent making the testimonial must clearly and conspicuously disclose that he/she is a AQUABIOVIDA Independent Sales Rep;
- The testimonial must be true and accurate, and must disclose all additional material information that impacted his/her weight loss (e.g., changes in lifestyle or exercise habits, use of diet pills, etc.);
- The testimonial must clearly and conspicuously disclose the generally expected results for those who go on the AQUABIOVIDA program. The generally expected

results are posted on the AQUABIOVIDA website at [www.AQUABIOVIDA.com/testimonials](http://www.AQUABIOVIDA.com/testimonials)

- No testimonial may be made relating to use of the Company's products and their impact on any weight illness suffered by the individual making the testimonial, including but not limited to diabetes claims and cholesterol reduction claims.

#### 4.10.4 – Income Claims

In their enthusiasm to enroll prospective Health Agents/Brand Partners, some Health Agents/Brand Partners are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Health Agents/Brand Partners may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. Moreover, the Federal Trade Commission and all states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by

persons engaged in network marketing. While Health Agents/Brand Partners may believe it is beneficial to provide copies of checks, or to disclose the earnings of themselves or

others, such approaches have legal consequences that can negatively impact AQUABIOVIDA as well as the Health Agent/Brand Partner making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Health Agents/ Brand Partners do not have the data necessary to comply

with the legal requirements for making income claims, a Health Agent/Brand Partner may NOT make income projections, income claims or disclose his or her AQUABIOVIDA

income (including the showing of checks, copies of checks, bank statements or

tax records), or the income of any other AQUABIOVIDA Health Agent/Brand Partner. Nor may Health Agents/Brand Partners make lifestyle income claims. A lifestyle income claim is a statement or depiction that infers or states that the Brand Partner is able to enjoy a luxurious or successful lifestyle due to the income they earn from their AQUABIOVIDA business. Examples of prohibited lifestyle claims include, but are not limited to, the following types of representations:

- That a Health Agent/ Brand Partner (or his/her spouse) was able to quit his/her job.
- That a Health Agent/ Brand Partner was able to replace his/her income from a job.
- That a Health Agent/ Brand Partner was able to pay for a child's private school or college education due to his/her AQUABIOVIDA earnings.
- That a Health Agent/ Brand Partner was able to acquire expensive or luxury material possessions (e.g., homes, cars, jewelry, boats, recreational vehicles, etc.).
- That because of his/her AQUABIOVIDA earnings, a Brand Partner was able to travel to exotic or expensive destinations.
- The foregoing income claims restrictions apply to in-person presentations as well as promotional materials distributed by a Health Agent/Brand Partner, including social media postings.

#### 4.10.5 – Compensation Plan and Program Claims

When presenting or discussing the AQUABIOVIDA compensation plan, Brand Partners must make it clear to prospects that financial success in AQUABIOVIDA requires commitment, effort, and sales skill. Conversely, Brand Partners must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- It's a turnkey system.
- The system will do the work for you.
- Just get in and your downline will build through spillover.
- Just join, and I'll build your downline for you.
- The Company does all the work for you.
- You don't have to sell anything.
- All you have to do is buy your products every month.

The above are just examples of improper representations about the compensation plan and the Company's program. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Health Agent/Water Analyst/Brand Partner without commitment, effort, and sales skill.

#### 4.11 – Repackaging and Relabeling

Bravenly Global products may only be sold in their original packaging. Brand Partners may not repackage, re-label, or alter the labels on AQUABIOVIDA products. Tampering with labels/packaging could be a violation of federal and state laws and may result in civil or criminal liability. Health Agents/Brand Partners may affix a personalized sticker with the Health Agent's/Brand Partner's personal/contact information to each product or product container, as long as this is done without removing existing labels or covering any text, graphics, or other material on the product label.

#### 4.12 – Conduct at AQUABIOVIDA Events

##### 4.12.1 – No Selling or Recruiting at AQUABIOVIDA Events

Selling and recruiting at AQUABIOVIDA events is not permitted. These activities take away from the primary focus of the event, and can negatively reflect on the professional image of AQUABIOVIDA as a company. You may, however, offer a business card and/or catalog.

#### 4.12.2 – No Selling or Recruiting for other Companies at AQUABIOVIDA Events.

AQUABIOVIDA Health Agents/Water Analysts/Brand Partners shall not sell any products or

recruit for any business during AQUABIOVIDA events. This restriction most specifically applies to sales and recruitment efforts for any other direct selling, network marketing, multilevel marketing, affiliate marketing, master resale rights, digital marketing, work from

home opportunity, or similar opportunities or programs, regardless of the product or service category or compensation system or method, including those that do not compete

with AQUABIOVIDA's product line.

#### 4.13 – Conflicts of Interest

##### 4.13.1 – Participation in Other Direct Selling Opportunities

AQUABIOVIDA Health Agents/Water Analysts/Brand Partners are free to participate in other

direct selling, network marketing, multilevel marketing, affiliate marketing, master resale rights, digital marketing, work from home opportunity, or similar opportunities or programs

(collectively referred to as “Direct Selling” in this Section 4.13). That said, AQUABIOVIDA

has legitimate business and legal interests in protecting its brand and business

relationships and preventing consumer confusion. Therefore, if a Health Agent/Water Analyst/Brand Partner is engaged in other non- AQUABIOVIDA direct selling opportunities

or businesses, it is the responsibility of the Health Agent/Water Analyst/Brand Partner to ensure that his or her AQUABIOVIDA Business is operated entirely separate and apart from

all other Direct Selling businesses. To this end, the Health Agent/Water Analyst /Brand Partner must adhere to the following:

- Health Agent/Water Analyst/Brand Partners may not display AQUABIOVIDA promotional materials, sales aids, or products with any other non- AQUABIOVIDA products or services in a fashion that might in any way confuse or mislead a prospective customer, Affiliate, or Brand Partner into believing there is a relationship between the AQUABIOVIDA and non AQUABIOVIDA products or services.

- Health Agent/Water Analyst/Brand Partners shall not offer the AQUABIOVIDA opportunity, products, or services to prospective or existing Affiliates or Health Agent/Water Analyst/Brand Partners in conjunction with any non- AQUABIOVIDA program, opportunity, product, or service.

- Health Agent/Water Analyst/Brand Partners may not offer any non- AQUABIOVIDA opportunity, products, services, or opportunity at any AQUABIOVIDA -related meeting, seminar, convention, webinar, teleconference, or other function or meeting.

- Health Agent/Water Analyst/Brand Partners must not sell, or attempt to sell, any competing non- AQUABIOVIDA programs, products, or services that are sold through another Direct Selling program to AQUABIOVIDA customers, Affiliates or Health Agent/Water Analyst/Brand Partners. Any program, product, or services in the same generic categories as AQUABIOVIDA products or services is deemed to be competing, regardless of differences in cost, quality, or other distinguishing factors

4.13.2 – Non-solicitation

As noted above, AQUABIOVIDA Health Agents/Water Analysts are free to participate in other Direct Selling opportunities. However, AQUABIOVIDA has legitimate business and legal interests in protecting its business relationships. Therefore, during the term of this Agreement, AQUABIOVIDA Health Agents/Water Analysts may not recruit other AQUABIOVIDA Health Agents/Water Analysts customers or Affiliates for any other Direct Selling program or opportunity. Following the cancellation of this Agreement for any reason, and for a period of one year thereafter, a former AQUABIOVIDA Health Agents/Water Analyst may not recruit any AQUABIOVIDA Health Agents/Water Analyst or customer for another Direct Selling program or opportunity, with the exception of a AQUABIOVIDA Health Agents/Water Analyst who is personally sponsored by the former Health Agents/Water Analyst. The Health Agents/Water Analyst and Company recognizes that because Direct Selling is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Health Agents/Water Analyst and Company agree that this non-solicitation provision shall apply to all markets in which AQUABIOVIDA conducts business. This provision shall survive the termination or expiration of this Agreement. The term "recruit" means actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly or through a third party, another AQUABIOVIDA Health Agents/Water Analyst, customer, or Affiliate to enroll or participate in another Direct Selling program or opportunity. This conduct constitutes recruiting, even if the Health Agents/Water Analyst actions are in response to an inquiry made by another Health Agents/Water Analyst or customer.

#### 4.13.3 - Downline Activity (Genealogy) Reports

Downline Activity Reports made available for Health Agents/Water Analyst access and viewing through the Health Agents/Water Analyst Back Office are confidential information belonging to AQUABIOVIDA Health Agents/Water Analyst/Distributors access to their Downline Activity Reports is password protected. All Downline Activity

Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging

to AQUABIOVIDA LLC. Downline Activity Reports are provided to the AQUABIOVIDA Health Agents/Water Analyst/Distributors in the strictest of confidence and are made available to Distributors for the sole purpose of assisting Distributors in working with their respective Downline Organizations in the development of their AQUABIOVIDA business. Health Agents/Water Analyst/Distributors should use their Downline Activity Reports to assist, motivate and train their Downline Brand Partners. The Health Agents/Water Analyst/Distributors and AQUABIOVIDA agree that, but for this agreement of

confidentiality and nondisclosure, AQUABIOVIDA would not provide Downline Activity

Reports to the Health Agent. A Health Agent/Water Analyst/Distributors shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation, or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
- Use the information to compete with AQUABIOVIDA or for any purpose other than promoting his or her AQUABIOVIDA business;
- Recruit or solicit any Brand Partner or Affiliate of AQUABIOVIDA listed on any report or in any manner attempt to influence or induce any Brand Partner or Affiliate of AQUABIOVIDA to alter their business relationship with AQUABIOVIDA; Upon demand by The Company, any current or former Brand Partner will return the original and all copies of Downline Activity Reports to the Company. Upon demand by The Company, any current or former Brand Partner will return the original and all copies of Downline Activity Reports to the Company

#### 4.14– Cross-Sponsoring

Actual or attempted cross-sponsoring is strictly prohibited. “Cross-sponsoring” is defined as the enrollment of an individual or entity that already has a current Affiliate or Brand Partner Agreement on file with AQUABIOVIDA, or who has had such an agreement within the preceding 6 calendar months, within a different line of sponsorship. The use



of a spouse or relative's name, trade names, assumed names or fictitious ID numbers to circumvent this policy is prohibited. Brand Partners shall not demean, discredit, or defame other AQUABIOVIDA Brand Partners in an attempt to entice another Brand Partner to become part of the first Brand Partner's marketing organization. If a prohibited organization transfer occurs, AQUABIOVIDA shall take disciplinary action against the Brand Partner(s) who engaged, acquiesced and/or knowingly participated in the improper cross-sponsoring. However, it shall be entirely within AQUABIOVIDA's discretion where in the genealogical structure, the cross sponsored organization in question shall be placed or otherwise distributed. Because equities often exist in favor of both upline organizations, Brand Partners WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY FOR ITS DECISION REGARDING THE FINAL DISPOSITION OR PLACEMENT OF THE CROSS- SPONSORED ORGANIZATION.

#### 4.15– Errors or Questions

If a Health Agent/Brand Partner has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Brand Partner must notify the AQUABIOVIDA Support Department at AQUABIOVIDA's headquarters in Allentown, Pennsylvania, via email [support@AQUABIOVIDA.com](mailto:support@AQUABIOVIDA.com) within 15 days of the date of the purported error or incident in question AQUABIOVIDA will not be responsible for any errors, omissions or problems not reported to the Company within 15 days.

If there is an error made with an order due to a wrong product being shipped, there must be a report made within 10 days of delivery of the order based on when tracking shows it was

delivered. Reports may be made in writing to [support@AQUABIOVIDA.com](mailto:support@AQUABIOVIDA.com).

#### 4.16– Back Office Access

AQUABIOVIDA makes online back offices available to its Health Agents/Brand Partners. Back offices provide Health Agents/Water Analysts/Brand Partners access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Brand Partner's AQUABIOVIDA business and to increase sales of AQUABIOVIDA products. However, access to a back office is a privilege, and not a right. AQUABIOVIDA reserves the right to deny Health Agents/Brand Partners' access to the back office at its sole discretion.

#### 4.17– Sales Aids Optional

Health Agents/Brand Partners are not required to carry sales aids. Health Agents/Brand Partners who do so must make his or her own decision with regard to these matters. To ensure that Health Agents/Brand Partners are not encumbered with Company Sales Aids, such Sales Aids may be returned to AQUABIOVIDA upon the Brand Partner's cancellation pursuant to the terms of Section 8.1.

#### 4.18– Governmental Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling program. Therefore, Health Agents/Brand Partners shall not represent or imply that AQUABIOVIDA or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

#### 4.19– Income Taxes

Each Health Agent/Water Analyst/Brand Partner is responsible for paying local, state and federal taxes on any income generated as a Health Agent/Brand Partner. If a Bravenly Global business is tax-exempt, the Federal Tax Identification Number must be provided to AQUABIOVIDA. Every year, AQUABIOVIDA will provide IRS Form 1099 (non-employee compensation) earnings statements to each U.S. resident who (a) had

earnings of over \$600 in the previous calendar year or (b) made purchases during the previous calendar year in excess of \$5,000 wholesale.

#### 4.20– Independent Contractor Status

Health Agents/Brand Partners are independent contractors. The agreement between AQUABIOVIDA and its Brand Partners does not create an employer/employee relationship,

agency, partnership, or joint venture between The Company and The Brand Partner.

Brand Partners shall not be treated as an employee for his or her services or for federal or state tax purposes. All Brand Partners are responsible for paying local, state, and federal taxes due from all compensation earned as a Brand Partner of the Company.

The Brand Partner has no authority (expressed or implied) to bind the Company to any obligation. Each Brand Partner shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Brand Partner Agreement Form, these Policies and Procedures, and applicable laws. If required by law to declare any AQUABIOVIDA representatives to be classified as employees, AQUABIOVIDA reserves the right to discontinue operating within the jurisdiction making such declaration.

#### 4.21– Trademarks and Copyrights

The name of AQUABIOVIDA and other names as may be adopted by AQUABIOVIDA and AQUABIOVIDA GLOBAL, including product names, are proprietary trade names, trademarks, and service marks of AQUABIOVIDA LLC. As such, these marks are of great value to AQUABIOVIDA.

The Company grants Health Agents/Brand Partners a limited license to use its registered

and unregistered (common law) trademarks and trade names in approved Sales Tools and

external websites (see Sections 4.3 – 4.4) for so long as the Health Agents/Brand Partner's Brand Partner Agreement is in effect. Upon termination of the Agreement,

such license shall immediately expire, and the Brand Partner shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may a Brand

Partner use any of AQUABIOVIDA's trademarks, trade names, or product names in any email address, website domain name, social media handle, social media account name, title, or address, or in any unapproved Sales Tools or websites. Use of the AQUABIOVIDA's name on any item not produced or approved by the Company is prohibited except as follows:

- Health Agent/Brand Partner's Name
- Independent AQUABIOVIDA Brand Partner

Brand Partners may list themselves as an "Independent AQUABIOVIDA Brand Partner" in the residential telephone directory ("white pages") under their own name. Brand Partners may not place telephone directory display ads in the classified directory ("Yellow Pages") using AQUABIOVIDA's name or logo. Brand Partners have no right to use the name "AQUABIOVIDA/ AQUABIOVIDA GLOBAL" not in the syntax of "AQUABIOVIDA Global" on any item not produced by the company.

Brand Partners may NOT use the name "AQUABIOVIDA" in any form in a team name, a tagline, an external website name, a personal website address or extension, in an email address (example "susanaquabiovida@gmail.com), as a personal name, or as a nickname. Brand Partners may not answer the telephone by saying "AQUABIOVIDA Global," "AQUABIOVIDA Global Processing," or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of AQUABIOVIDA/AQUABIOVIDA Global. Advertising is not limited to print media; it also includes internet advertising and other

forms of advertising. It is prohibited for a Brand Partner to use an internet or email

address that utilizes the trade name AQUABIOVIDA, or includes AQUABIOVIDA Global in a

portion of the address. It is also prohibited for a Brand Partner to use any website materials that reference or relate to AQUABIOVIDA that are not authorized in writing

by AQUABIOVIDA on a website. It is also prohibited for a Brand Partner to place links to unauthorized websites or web pages onto a website or webpage that has been authorized by AQUABIOVIDA Global. It is also prohibited for a Brand Partner to use any website materials on a website that references or relates to AQUABIOVIDA that is not authorized in writing by AQUABIOVIDA.

AQUABIOVIDA commonly puts on live and recorded events, as well as webinars and telephone conference calls. During these events, company executives, Brand Partners, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Brand Partners may not record any Company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium. In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material is also copyrighted. Brand Partners shall not copy any such materials for their personal or business use without the Company's prior written approval.

#### 4.22 – Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy may not cover business related injuries or the theft of or damage to your business. Contact your insurance agent to make sure that your business property is protected.

#### 4.23 – International Marketing

Because of critical legal product and tax considerations, AQUABIOVIDA must limit the marketing and enrollment AQUABIOVIDA services and the presentation of the AQUABIOVIDA business to prospective Affiliates, Customers, and Brand Partners located within the 50 United States of America and any other jurisdiction officially opened by AQUABIOVIDA. Brand Partners are only authorized to do business in the

countries in which AQUABIOVIDA has announced they are open for business in official Company literature. Brand Partners may sell, give, transfer, or distribute AQUABIOVIDA products or Sales Tools only in their home country. In addition, no Brand Partner may, in any unauthorized country: (a) conduct sales, enrollment, or training meetings; (b) enroll or attempt to enroll potential Customers or Brand Partners; or (c) conduct any other activity for the purpose of selling AQUABIOVIDA products, establishing a Marketing Organization, or promoting the AQUABIOVIDA opportunity.

#### 4.24 – Laws and Ordinances

Brand Partners shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances are not applicable to Brand Partners because of the nature of their business. However, Brand Partners must obey those laws that do apply to them. If a city or county official tells a Brand Partner that an ordinance applies to him or her, the Brand Partner shall comply with the law.

#### 4.25 – Minors

Brand Partners shall not enroll or recruit individuals under the age of 18 into the AQUABIOVIDA program. The one exception to this is if the minor has been adjudicated as an emancipated minor by a court of competent jurisdiction.

#### 4.26 – Actions of Household Members or Affiliated Parties

If any member of a Brand Partner's immediate household engages in any activity that, if performed by the Brand Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Brand Partner and AQUABIOVIDA may take disciplinary action pursuant to the Statement of Policies against the Brand Partner. Similarly, if any partner, shareholder, member, or other individual ownership or management capacity (collectively "Affiliated Individual) in a corporation, partnership,

LLC, trust or other entity (collectively “Business Entity”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity and each Affiliated Individual, and AQUABIOVIDA may take disciplinary action jointly and severally against the Business Entity and/or each Affiliated Individual.

#### 4.26.1 AQUABIOVIDA Household Restrictions

A Brand Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one AQUABIOVIDA business. No individual may have, operate, or receive compensation from more than one AQUABIOVIDA business. Individuals of the same Household may not enter into or have an interest in more than one AQUABIOVIDA Business. This also applies to customer accounts. Individuals of the same household or family unit may not have both a Bravenly Business and a customer account. Individuals of the same household or family unit may only hold a single position together. A “Household” is defined as all individuals who are living at or doing business at the same address, and who are related by blood, marriage, domestic partnership, or adoption, or who are living together as a family unit or in a family-like setting.

An exception to the above one business per Brand Partner per household rule will be considered on a case-by-basis if two Brand Partners marry or move in together, or in cases of a Brand Partner receiving an interest in another business through inheritance. Requests for exceptions to this policy must be submitted in writing to the Compliance Department.

A second exception to the above one business per Brand Partner per household rule occurs when a Brand Partner achieves the Lifetime Rank of Executive Vice

President. Once an Independent Brand Partner achieves the Lifetime Rank of Executive Vice President, they may enroll a new Independent Brand Partner position. The second position must be placed on the first level (level 1) of the original Brand Partner position (the AQUABIOVIDA business that is at the lifetime rank of Executive Vice President). When the second position reaches the Lifetime Rank of Executive Vice President (EVP) and the first position is maintaining the paid-as-rank of EVP, the Brand Partner may enroll a third position. This third position also needs to be placed on the first level (level 1) of the original Brand Partner position. Therefore, the original Brand Partner position may ultimately have two new Brand Partner Positions on its front line if all the requirements are met to do so. For additional questions, please reach out to [compliance@AQUABIOVIDA.com](mailto:compliance@AQUABIOVIDA.com).

#### 4.27 – Legal Status as Health Agent/Water Analyst/Brand Partner

Some states have recently passed legislation which further limits and identifies the requirements to maintain Independent contractor status. It is important to know what your state's laws are on this subject. AQUABIOVIDA will take no action which may subject them to a situation whereby the Representatives shall be considered employees.

#### 4.28 - Requests for Records

Any request from a Brand Partner for copies of invoices, agreements, Downline activity reports or other records/reports will require a fee of \$5.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

#### 4.29 – Sale, Transfer or Assignment of AQUABIOVIDA Business

There is a \$500 fee for the sale, transfer, or assignment of an AQUABIOVIDA business.



Although a AQUABIOVIDA business is a privately owned, independently operated business, the sale, transfer, or assignment of an AQUABIOVIDA business, and the sale, transfer or assignment of an interest in a Business Entity that owns or operates an AQUABIOVIDA business, is subject to certain limitations. If a Brand Partner wishes to sell his or her

AQUABIOVIDA business or interest in a Business Entity that owns or operates a AQUABIOVIDA business, the following criteria must be met:

- The selling Brand Partner must offer AQUABIOVIDA the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Bravenly Global shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified Brand Partner. Before the sale, transfer or assignment can be finalized and approved by AQUABIOVIDA, any debt obligations the selling party has with AQUABIOVIDA must be satisfied.
- The selling party must be in good standing and not in violation of the terms of the Agreement in order to be eligible to sell, transfer or assign an AQUABIOVIDA Brand Partner's business.
- Before the sale, transfer, or assignment can be finalized and approved by AQUABIOVIDA, any debt obligations that the selling party has with AQUABIOVIDA must be satisfied. Prior to selling a Business Entity interest, the selling party must notify AQUABIOVIDA Compliance Department in writing and advise of his or her intent to sell AQUABIOVIDA's business or Business Entity interest. The selling party must also receive written approval from the Compliance Department before proceeding with the sale.

#### 4.30 – Divorce of a Brand Partner

AQUABIOVIDA is not able to divide commissions among multiple parties, nor is it

able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. AQUABIOVIDA will recognize as the owner of the business the former spouse to whom the business is awarded pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the AQUABIOVIDA business must also execute and submit a AQUABIOVIDA Brand Partner Agreement within 30 days from the date on which the divorce becomes final, or the business will be canceled. During the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution.

#### 4.31 – Dissolution of a Business Entity

If a Business Entity that operates a AQUABIOVIDA business dissolves, the owners of the Business Entity must instruct the Company on the identity of the proper party who is to receive the business. The AQUABIOVIDA business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the Business Entity; the Company cannot divide the business among multiple parties or issue separate commission payments. The recipient of the AQUABIOVIDA business must also execute and submit an AQUABIOVIDA Brand Partner Agreement to the Company within 30 days from the date of the dissolution of the business entity, or the Agreement will be canceled. If the business entity wishes to sell or transfer its AQUABIOVIDA business to an individual or entity who was not previously recognized by the Company as an owner of the business entity, it must do so pursuant to Section 4.29.

#### 4.32 – Transfer Upon Death of a Brand Partner

Upon the death of a Brand Partner, the Brand Partner's AQUABIOVIDA business

may be passed to his/her heirs. Prior to such transfer, the beneficiary of the business must provide AQUABIOVIDA with certified letters testamentary or letters of administration and written instructions of the executor of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a AQUABIOVIDA Brand Partner Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary, or the business will be canceled. Because AQUABIOVIDA cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.) and submit an AQUABIOVIDA Brand Partner Agreement in the name of the business entity. Upon the completion of these requirements, Bravenly Global will transfer the business and issue commissions to the individual beneficiary or business entity.

#### 4.33 – Sponsoring

All active Brand Partners in good standing have the right to sponsor and enroll others into AQUABIOVIDA. Each prospective Brand Partner has the ultimate right to choose his or her own sponsor. If two Brand Partners claim to be the sponsor of the same new Brand Partner, The Company shall regard the first application received by The Company as controlling.

The applicant must personally review and agree to the Brand Partner Application and Agreement, AQUABIOVIDA's Policies and Procedures, and the AQUABIOVIDA Compensation Plan. The Sponsor may not fill out the Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

#### 4.34 – Telemarketing

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. While you may not consider yourself a “telemarketer” in the traditional sense of the word, these regulations broadly define the term “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000.00 per violation).

Therefore, Brand Partners must not engage in telemarketing relative to the operation of their AQUABIOVIDA businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a AQUABIOVIDA product or service, or to recruit them for the AQUABIOVIDA opportunity. “Cold calls” made to prospective customers or Brand Partners that promote either AQUABIOVIDA’s products or services or the AQUABIOVIDA opportunities constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Brand Partner (a “prospect”) is permissible under the following situations:

- If the Brand Partner has an established business relationship with the prospect. An “established business relationship” is a relationship between a Brand Partner and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Brand Partner, or a financial transaction between the prospect and the Brand Partner, within the 18 months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- The prospect’s personal inquiry or application regarding a product or service offered by the Brand Partner within the 3 months immediately preceding the date of such a call.
- If the Brand Partner receives written and signed permission from the prospect authorizing the Brand Partner to call. The authorization must specify the telephone number(s) that the Brand Partner is authorized to call.

- You may call family members, personal friends and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship (i.e., you have recently personally met him or her). Bear in mind, however, that if you make a habit of “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.

In addition, Brand Partners shall not use automatic telephone dialing systems relative to the operation of their AQUABIOVIDA businesses. The term “automatic telephone dialing system” means equipment which has the capacity to (a) store or produce telephone numbers to be called using a random or sequential number generator and (b) to dial such numbers.

## SECTION 5 – RESPONSIBILITIES OF HEALTH AGENTS/BRAND PARTNERS

### 5.1 – Change of Address or Telephone

To ensure timely delivery of products, support materials and commission checks, it is critically important that AQUABIOVIDA’s files are current. Brand Partners planning to move should update their new address and telephone numbers in their back office. In the alternative, Brand Partners may email AQUABIOVIDA at customer service email provided on the website. To guarantee proper delivery, a two-weeks advance notice to AQUABIOVIDA is recommended on all changes.

## 5.2 – Continuing Development Obligations

### 5.2.1 – Ongoing Training

Any Brand Partner who sponsors another Brand Partner into AQUABIOVIDA must perform a bona fide assistance and training function to ensure that his or her Downline is properly operating his or her AQUABIOVIDA business. Health Agents/Brand

Partners must have ongoing contact and communication with the Brand Partners in their Downline Organizations. Examples of such contact and communication may include, but are not limited to, newsletters, zooms, team calls, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of Downline Brand Partners to AQUABIOVIDA meetings, training sessions, and other functions. Upline Brand Partners are also responsible to motivate and train new Brand Partners in AQUABIOVIDA product knowledge, effective sales techniques, the AQUABIOVIDA Compensation Plan and compliance with Company Policies and Procedures. Communication with and the training of Downline Brand Partners must not, however, violate Sections 4.3 - 4.4 (regarding the development of Brand Partners-produced sales aids and promotional materials). Brand Partners cannot charge for training.

Upon request, every Brand Partner should be able to provide documented evidence to AQUABIOVIDA of his or her ongoing fulfillment of the responsibilities of a sponsor.

### 5.2.2 – Ongoing Sales Responsibilities

Regardless of their level of achievement, Health Agents/Water Analysts/ Brand Partners have an ongoing obligation to continue to personally promote sales through the generation of new Brand Partners and customers and through servicing their existing Brand Partners and customers.

### 5.3 – Non-disparagement

AQUABIOVIDA wants to provide its Brand Partners with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the AQUABIOVIDA corporate offices. While AQUABIOVIDA welcomes constructive input, negative comments and remarks made in the field by Brand Partners about the Company, its products or Compensation Plan serve no purpose other than to sour the enthusiasm of other AQUABIOVIDA Brand Partners. For this reason, and to set the proper example for their Downline, Brand Partners must not disparage, demean, or make negative remarks about AQUABIOVIDA, other AQUABIOVIDA Brand Partners, AQUABIOVIDA's services, the Compensation Plan or AQUABIOVIDA's directors, officers, or employees.

### 5.4 – Providing Documentation to Applicants

Health Agents/Water Analysts/Brand Partners must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Brand Partners before the applicant signs a Brand Partner Agreement. Additional copies of Policies and Procedures can be found on the AQUABIOVIDA website at [AQUABIOVIDA.com](http://AQUABIOVIDA.com), or in your back office under the resources section.

### 5.5 – Handling Personal Information

Protection of Personal Information and privacy is of paramount concern under state and federal laws and to consumers. Therefore, if a Health Agent/Water Analyst/Brand

Partner receives Personal Information from or about prospective Brand Partners or customers, it is the Brand Partner's responsibility to maintain its security. Brand Partners

should shred or irreversibly delete the Personal Information of others once they no longer need it. Personal Information is information that identifies, or permits a person to contact, an individual. It includes a customer's, potential customers, Brand Partners and prospective Brand Partners' name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.

## SECTION 6 – SALES REQUIREMENTS

### 6.1 – Product Sales

The AQUABIOVIDA Compensation Plan is based upon the sale of AQUABIOVIDA products

and services to end user consumers. Brand Partners must fulfill personal and Downline organization sales requirements (as well as meet other responsibilities set forth in the



Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement. Please see AQUABIOVIDA's compensation plan for the most up to date requirements.

## 6.2 – Retail Sales

AQUABIOVIDA wants to ensure that prices for its products and services are not destabilized when sold through a retailing environment. Therefore, Products sold in a retail environment will be subject to a minimum advertised retail price. The minimum advertised price of AQUABIOVIDA products is listed on the AQUABIOVIDA website. Any Health Agent/Brand Partner who knowingly fails to adhere to these minimum advertised price policies will be subject to termination.

Brand Partners shall only be permitted to sell AQUABIOVIDA products in an appointment-

based business, but not in any stores or other commercial outlets or venues. Brand Partner shall not sell AQUABIOVIDA products through websites including Amazon, eBay, Facebook, or any other online platform.

Notwithstanding the foregoing, Brand Partners may display and sell AQUABIOVIDA products at professional trade shows.

## 6.3 – Sales Receipts

In order to comply with state and federal “cooling off” rules, Brand Partners agree that they shall provide their retail customers that purchase merchandise directly from the Brand Partner with two copies of an official AQUABIOVIDA sales receipt at the time of the sale and advise them of the three-day right to rescind the transaction, which is set forth on the receipt. Brand Partners must maintain all retail sales receipts for a

period of two years and furnish them to AQUABIOVIDA at the Company's request. Sales receipts can be downloaded in PDF format from the AQUABIOVIDA Back Office. Retail customers who purchase from a Brand Partner's replicated website need not be provided with a sales receipt, as the receipt will automatically be sent to the customer by the Company via email at the time the order is placed.

#### 6.4 – Restrictions on Third Party Use of Credit & Debit Cards and Financial Account Access

In accordance with the terms and conditions of the Company's agreements with its payment processors and to combat fraud, Brand Partners agree that they shall not permit other Brand Partners, prospective Brand Partners, Affiliates, or prospective Affiliates to use their credit or debit card, or permit debits to their financial accounts, to enroll or to make purchases from the Company. Nor shall any Brand Partner use his or her credit card, debit card, or permit debits to his or her bank account to pay for the enrollment of another Brand Partner or to make purchases of AQUABIOVIDA products or services on behalf of another Brand Partner or Affiliate.

#### 6.5 – Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

### SECTION 7 – BONUSES AND COMMISSIONS

#### 7.1 – Bonus and Commission Qualifications

A Health Agent/Water Analyst/Brand Partner must be active, in good standing, and in compliance with the Agreement and these policies to qualify for bonuses and commissions. So long as a Brand Partner complies with the terms of the Agreement and these policies, AQUABIOVIDA shall pay commissions to such Brand Partner in accordance with the Compensation Plan. The minimum amount for which AQUABIOVIDA will issue a commission payment is \$10.00. If a Brand Partner's bonuses and commissions do not equal or exceed \$10.00, the Company will accrue the commissions and bonuses until they total \$10.00. Payment will be issued once \$10.00 has been accrued but not before. If a Brand Partner is terminated or canceled before an open/non-committed bonus period has been officially committed in the system, they will not be considered in good standing for the uncommitted (open) bonus period and therefore will not receive a commission for that bonus period. Any projections displayed before bonus has been committed officially, are simply projections and are not considered official. The last monthly payout of the year will include all commissions no matter the amount. Commissions will be paid through our commission provider, Payquicker. By enrolling as a Health Agent/Brand Partner, you agree to accept all commissions and bonuses through the Payquicker system and agree to abide by all their terms, fees, and policies.

If a Brand Partner or Affiliate is canceled or terminated, you must submit within writing to AQUABIOVIDA at [support@AQUABIOVIDA.com](mailto:support@AQUABIOVIDA.com), to receive your final commission and bonus payout in the form of a paper check. There is a \$5 paper check fee, and this request for payout must be received within 60 days of account cancelation or termination. After 60 days, the company will begin to assess a \$5.00 monthly service fee.

## 7.2 – Commission Payments and Promotions

### 7.2.1 – Payments, Calculations, and Bonuses

Commissions will be paid in accordance with the Compensation Plan.

Commissions will be calculated according to the level for which a Health Agent/Brand Partner actually satisfied all the requirements according to the Compensation Plan, rather

than the highest rank or title achieved. Commission reports will be provided to Health Agents/Water Analysts/Brand Partners on-line, via web access. Commissions will be paid

through our commission provider Payquicker. By enrolling as a Health Agent/Brand Partner,

you agree to accept all commission and bonuses through the Payquicker system.

### 7.2.2 – Promotions

Promotions are determined based on business organization and sales activity for each applicable period.

### 7.3 – Adjustment to Bonuses and Commissions

Brand Partners receive bonuses and commissions based on the actual sales of products

to end consumers. Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all

expired. When a product is returned to the Company for a refund, the bonuses and commissions attributable to the refunded service(s) will be deducted in the month in which

the refund is given, and continuing every pay period thereafter until the commission is

recovered from the Health Agents/Water Analysts/Brand Partners who received bonuses

and commissions on the sales of the refunded service(s).

AQUABIOVIDA reserves the right to withhold or reduce any Brand Partner's compensation as it deems necessary to comply with any garnishment or court order directing AQUABIOVIDA to retain, hold, or redirect such compensation to a third party.

#### 7.4 – Reissued Commissions

There shall be a \$25 charge for reissuing any commission. These charges shall be deducted from the balance owed to the Brand Partner. AQUABIOVIDA does not reimburse Brand Partners for inactivity fees or dormancy fees. Please submit all inquiries about commission payout to [Support@AQUABIOVIDA.com](mailto:Support@AQUABIOVIDA.com).

#### 7.5 - Chargebacks

A "chargeback" is when an account holder asks their bank to reverse a transaction, instead of seeking a refund directly from the business. It's essentially having the bank forcibly retrieve money from the business. AQUABIOVIDA views chargebacks as fraudulent

activities that endanger our entire community and compromise our payment processing capabilities. If a AQUABIOVIDA account holder initiates a chargeback for any reason, their

account will be subject to termination. The commissions they might have earned are clawed back from the upline, and they are barred from setting up a new account. This strict

measure is in place to maintain the trustworthiness of the AQUABIOVIDA community and

its operations. A \$50 fee will be issued in the form of a commission adjustment to any Brand Partner who initiates a chargeback. The company will not refund any PV, RV, or

commissions on any chargeback regardless of the outcome.

## 7.6 – Reports

All information provided by AQUABIOVIDA in Downline Activity Reports, including but not limited to personal and group sales volume (or any part thereof), and Downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors, including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; and credit card and electronic check chargebacks, the information is not guaranteed by AQUABIOVIDA or any persons creating or transmitting the

information. All personal and group sales volume information is provided “as is” without warranties, expressed or implied, or representations of any kind whatsoever.

In particular, but without limitation, there shall be no warranties of merchantability, fitness for a particular use or non-infringement. To the fullest extent permissible under applicable law, AQUABIOVIDA and/or other persons creating or transmitting the information will in no event be liable to any Brand Partner or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if AQUABIOVIDA or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, AQUABIOVIDA or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability, or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

Access to and use of AQUABIOVIDA online reporting services and your reliance upon such information is at your own risk. All such information is provided to you “as is.” If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to AQUABIOVIDA online reporting services and your reliance upon the information.

## SECTION 8 – RETURNS AND SALES AIDS REPURCHASE

### 8.1 – Satisfaction Promise/Product Return Policy

The following applies to purchases of AQUABIOVIDA products by customers and by Brand Partners for their own personal use. Please, see below for information on Brand Partner Business Kit and Enrollment returns, as they are not included with the 30-day satisfaction guarantee. If a AQUABIOVIDA product that you purchase for your own personal

use does not meet your expectations; you may contact the Customer Service Department

at [support@AQUABIOVIDA.com](mailto:support@AQUABIOVIDA.com). Returns are subject to the following rules as outlined

below. The 30 days start the day the package is delivered, according to the tracking

information, and it must be postmarked on or before the 30th day. The 30 days include

Holidays and business days. Please, see our complete Return Policy linked at the bottom

of our website at [AQUABIOVIDA.com](http://AQUABIOVIDA.com).

- Replacement Due to Manufacturer’s Defect or Missing Item. If you request a replacement item due to a manufacturer’s defect or a missing item, the replacement item will be shipped to you at no cost, as long as the item is shipped to the same address as the original item. Additional charges may apply if you request that the replacement item is shipped to a different address. The item can only be replaced with the exact same product.

- In order to receive a replacement item at no cost, AQUABIOVIDA must be notified within

10 calendar days of receipt of the item based on the tracking or installment number that indicates the item was delivered. If there is an incorrect product, product missing, or damaged product, there must be a picture or video (in the case of an incorrect or damaged

product) and order number sent in to support within those 10 calendar days. Your Day 1 for

the satisfaction guarantee (on the replacement product) starts on the day the order is delivered.

- Refund not due to Manufacturer's Defect or Missing Item. If you wish to receive a refund for a product under this policy, we will require you to return the item to us. In that event, you will be responsible for the payment of any shipping costs to return the original item to us. Upon our timely receipt of the returned item (if required) a 90% refund of the purchase price (less shipping costs) will be issued to you. Items designated by us at the time of sale as non- returnable, discontinued, all sales final, or seasonal are not eligible for a refund under this policy nor are business supplies, Sales Tools, Gear, or Starter Kits/Packs. A ten percent (10%) administrative fee shall be charged for authorized returns. The refund amount shall therefore be ninety percent (90%) of the original purchase price. Once you return a product, you will not be allowed a second return for additional purchases of the same product. Exceptions to this policy will be replacements at the discretion of AQUABIOVIDA in the case of manufacturer defects.

- AQUABIOVIDA adheres to our Return Policy strictly. It is the responsibility of the Brand

Partner or customer to ensure the package is postmarked on or before the 30th day.

Please refer to the Return Policy on the bottom of the AQUABIOVIDA.com website.

- Product Credit. We reserve the right to issue product credit to you in lieu of your replacement or refund request at our discretion if the conditions set forth in this Product Return Policy are not met by you. If you return an item that was purchased using



product credit, upon approval of your return, the credit will be reissued. If you paid with a combination of product credit and credit card, your refund will be adjusted proportionately.

- A "chargeback" is when an account holder asks their bank to reverse a transaction, instead of seeking a refund directly from the business. It's essentially having the bank forcibly retrieve money from the business. AQUABIOVIDA views chargebacks as fraudulent

activities that endanger our entire community and compromise our payment processing capabilities. If a AQUABIOVIDA account holder initiates a chargeback for any reason, their

account will be subject to termination.

- Questions. If you have any questions about product returns, discrepancies, back ordered items, or anything else concerning these Product Return Policies, please contact the Customer Service Department at support@ AQUABIOVIDA.com.

## 8.2 - Return of Merchandise and Sales Aids by Brand Partners Upon Cancellation or Termination of the Brand Partner Agreement.

The Brand Partner may not return products and Sales Tools that he or she personally purchased from AQUABIOVIDA preceding the date of cancellation or termination for a refund. Back-Office and replicated website fees are not refundable, except as may be required under applicable state law.

## 8.3 – Montana Residents

A Montana resident may cancel his or her Brand Partner Agreement within 15 days from the date of enrollment and may return his or her sales kit within such time and is entitled to a full refund for the sales kit and for any other consideration he/she paid within

such time period to participate in the program.

#### 8.4 – Louisiana, Georgia, Massachusetts, and Wyoming Residents

If a resident of Georgia, Louisiana, Massachusetts, or Wyoming cancels the Brand Partner Agreement, upon receipt of a written request from such canceling Brand Partner,

AQUABIOVIDA will refund 80% of the costs incurred by such canceling Brand Partner to participate in the program.

#### 8.5 – Maryland Residents

A Brand Partner who resides in Maryland may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the Brand Partner.

#### 8.6 – Puerto Rico Residents

A Puerto Rico resident may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the canceling Brand Partner in the development of the market of the properties or services. Such cancellation must be sent to the Company in writing and sent via registered mail. If a Puerto Rico resident cancels under these conditions, the Company shall: (a) Reacquire the total of the products that he/she purchased from the Company which are in his/her possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to the canceling Brand Partner not less than ninety percent (90%) of the original

net cost of any services that he/she acquired from the Company; (c) Return 90% of any sum paid by the canceling Brand Partner for the purpose of participating in the business.

## 8.7 – Other Purchase Cancellation Rights

Customers, Affiliates, Health Agents, Water Analysts and newly enrolled Brand Partners have 3 business days within which to cancel their initial purchase and obtain a full refund.

Residents of Alaska have five business days and residents of North Dakota, age 65 and over, have 15 days to cancel and receive a full refund. An explanation of these rights is contained on the sales receipt.

## SECTION 9 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

### 9.1 – Disciplinary Sanctions

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

- Issuance of a written warning or admonition;

- Requiring the Brand Partner to take immediate corrective measures
- Imposition of a fine, which may be withheld from bonus and commission checks.
- Loss of rights to one or more bonus and commission checks;
- The withholding from a Brand Partner of all or part of the Brand Partner's bonuses and commissions during the period that AQUABIOVIDA is investigating any conduct allegedly in violation of the Agreement. If a Brand Partner's business is canceled for disciplinary reasons, the Brand Partner will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Brand Partner Agreement for one or more pay periods;
- Involuntary termination of the offender's Brand Partner Agreement; and/or
- Any other measure expressly allowed within any provision of the Agreement or that AQUABIOVIDA deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Brand Partner's policy violation or contractual breach.

In situations deemed appropriate by Bravenly Global, the Company may institute legal proceedings for monetary and/or equitable relief.

## 9.2 – Grievances and Complaints

When a Brand Partner has a grievance or complaint with another Brand Partner regarding any practice or conduct in relationship to their respective AQUABIOVIDA businesses, the complaining Brand Partner should first report the problem to his or her sponsor, who should review the matter and try to resolve it with the other party's Upline sponsor. If the matter cannot be resolved, it must be reported in writing to the Company. The Company will review the facts and determine if a policy violation has occurred and take appropriate action.

### 9.3 – Mediation

For claims and disputes seeking \$10,000.00 or more that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. 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 be appointed by the American Arbitration Association (“AAA”). The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator’s fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses. Mediation shall be held in Allentown, PA and shall last no more than two business days.

### 9.4 – 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 Parties waive all rights to trial by jury or to any court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process, as well as claims for less than \$10,000.00 not subject to the mediation requirement. The arbitration shall be filed with, and administered by, the American Arbitration Association (“AAA”) in accordance with the AAA’s Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA’s website at [www.adr.org](http://www.adr.org). Copies of

the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to Brand Partners upon request to AQUABIOVIDA's Customer Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Florida, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement.

- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days;

- The parties shall be allotted equal time to present their respective cases;

And The arbitration shall be brought on an individual basis and not as part of a class or consolidated action. All arbitration proceedings shall be held in Allentown, PA.

There shall be one arbitrator selected from the panel that the AAA provides. Each party to

the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim.
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award; or
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court to which the parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the Non Solicitation provisions of the Agreement.

Any violation of the confidentiality requirements of this arbitration provision by a party, his/her counsel, or an agent of a party, shall cause irreparable harm to the non-disclosing party. Damages to the non-disclosing party shall be very real, but shall be difficult to quantify. Therefore, if a party, his/her counsel, or an agent of the party violates the non-disclosure provisions of these Policies, or files an action in any public forum (except an action for equitable relief as is permitted in these Policies), the non-disclosing party shall be entitled to liquidated damages in the

sum of \$25,000.00 for each violation. The non-disclosing party shall also be entitled to a rebuttable presumption that the disclosure was done with malice and with the intention to harm the reputation and business of the non-disclosing party, and the non-disclosing party may petition the Arbitrator for exemplary damages for the misconduct of the disclosing party. Notwithstanding the foregoing, it shall not be a violation of the confidentiality provisions of this Arbitration policy for a party to show evidentiary documents and/or materials to bona fide witnesses to the case, or to discuss claims and facts involved in the case, with bona fide witnesses, for purposes of developing evidence and testimony for the case or for purposes of rebutting the claims and allegations of a party.

#### 9.5 – Class Action Waiver

Any action brought by a Brand Partner shall be brought on an individual basis, and not on behalf of a class or on a consolidated basis. Brand Partners waive all rights to bring an action against Bravenly Global, its officers, owners, directors, employees and agents as a class or consolidated action.

#### 9.6 – Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in Lehigh County, State of Pennsylvania, or the United States District Court for the Eastern District of Pennsylvania. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Pennsylvania shall govern all other matters relating to or arising from the Agreement.

9.6.1 – Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.



## 9.7 – Damage Waiver

In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages. Notwithstanding the foregoing, this Damage Limitation shall not apply to claims alleging the breach of the non solicitation or confidentiality provisions contained in these Policies and nor shall it restrict or limit a party's right to recover liquidated damages as set forth in these Policies and Procedures.

## 9.8 – Indemnification

Each Brand Partner agrees to indemnify AQUABIOVIDA for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements, or payments of any other nature that AQUABIOVIDA incurs resulting from or relating to any act or omission by the Brand Partner that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. AQUABIOVIDA may elect to exercise its indemnification rights through withholding any compensation due to the Brand Partner. This right of setoff shall not constitute AQUABIOVIDA's exclusive means of recovering or collecting funds due AQUABIOVIDA pursuant to its right to indemnification.

## 9.9 – Damages for Wrongful Termination

In any case which arises from or relates to the wrongful termination of a Brand Partner's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary

termination of a Brand Partner's Agreement and/or loss of their independent business is proven and held to be wrongful under any theory of law, Brand Partner's sole remedy shall be liquidated damages calculated as follows:

- For Brand Partners earning up to \$20,000.00 in the 12 calendar months prior to termination, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the AQUABIOVIDA Compensation Plan in the twelve (12) months immediately preceding the termination.

- For Brand Partners earning between \$20,000.01 and \$40,000.00 during the 12 calendar months prior to termination, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the AQUABIOVIDA Compensation Plan in the twenty-four (24) months immediately preceding the termination.

- For Brand Partners earning more than \$40,000.00 in the 12 calendar months prior to termination, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the AQUABIOVIDA Compensation Plan in the thirty-six (36) months immediately preceding the termination.

## SECTION 10 – INACTIVITY AND CANCELLATION

### 10.1 – Effect of Cancellation.

So long as a Brand Partner remains active and complies with the terms of the Brand Partner Agreement and these Policies and Procedures, AQUABIOVIDA shall pay commissions to such Brand Partner in accordance with the Compensation Plan. A Brand

Partner's bonuses and commissions constitute the entire consideration for the Brand

Partner's efforts in generating sales and all activities related to generating sales (including building a Downline Organization).

Following a Brand Partner's termination for inactivity, or voluntary or involuntary termination of his or her Brand Partner Agreement (all of these methods are collectively referred to as "termination"), the former Brand Partner shall have no right, title, claim or interest to the marketing organization that he or she operated, or any commission or bonus from the sales generated by the organization. A Brand Partner whose business is terminated will lose all rights as a Brand Partner. This includes the right to sell

AQUABIOVIDA products and services and the right to receive future commissions, bonuses

or other income resulting from the sales and other activities of the Brand Partner's former

Downline sales organization. In the event of termination, The Brand Partner agrees to waive all rights they may have, including but not limited to property rights, to their former Downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Downline organization.

Following a Brand Partner's termination of his or her Brand Partner Agreement, the former Brand Partner shall not hold himself or herself out as an AQUABIOVIDA Brand Partner. A Brand Partner whose Brand Partner Agreement is terminated shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary termination).

## 10.2 – Involuntary Termination

A Brand Partner's violation of any of the terms of the Agreement, including any amendments that may be made by AQUABIOVIDA in its sole discretion, may result in

any of the sanctions listed in Section 9.1, including the involuntary termination of his or her Brand Partner Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier to the Brand Partner's last known address (or fax number), or to his or her attorney, or when the Brand Partner receives actual notice of termination, whichever occurs first.

AQUABIOVIDA reserves the right to terminate all Brand Partner Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

### 10.3 – Voluntary Termination

A Brand Partner has a right to cancel, at any time, regardless of reason. If canceling the annual renewal fee or fails to pay (Section 3.3), that Brand Partner will also be terminated.

Termination must be submitted in writing to The Company at [support@aquabiovida.com](mailto:support@aquabiovida.com).

The written notice must include the Brand Partner's signature, printed name, address, and Brand Partner ID number.

In addition, a Brand Partner who makes a post on social media or makes a statement through any other form of media that expressly states or implies that they're stepping away from or leaving AQUABIOVIDA (or their leadership position at AQUABIOVIDA) will be deemed to have voluntarily terminated their Brand Partner Agreement. Brand Partners who have resigned and may re-apply to become a Brand Partner with AQUABIOVIDA after 6 months.

### 10.4 – Termination Due to Inactivity

A Brand Partner's position is subject to termination due to inactivity after being inactive for 4 consecutive calendar months. For purposes of this policy, inactivity is defined as the failure to earn a commission or to sell any AQUABIOVIDA products to

customers.

#### 10.5 – Non-Renewal

A Brand Partner may also voluntarily cancel his or her Brand Partner Agreement by failing to maintain the Agreement annually. The Company may also elect not to renew

a Brand Partner's Agreement.

#### 10.6 – Reclassification Following Termination

If a Health Agent/ Brand Partner's Agreement is voluntarily terminated by the Brand Partner

or is terminated due to the Brand Partner's inactivity, and the Brand Partner is on the Company's Brand Partner Subscription program, the Subscription Agreement remains in

effect unless the BP also cancels that Agreement. If the Subscription Agreement isn't cancelled, then the former Brand Partner is reclassified as a customer.

#### 10.7 - Complete Agreement

These Policies and Procedures, any and all modifications made by The Company, along with the Terms and Conditions and the Compensation Plan make up the entire agreement between The Brand Partner and The Company.