

## Policies & Procedures

### SECTION ONE: INDEPENDENT SALES REPRESENTATIVE STATUS

#### 1.01 BECOMING AN INDEPENDENT SALES REPRESENTATIVE

An applicant becomes an Independent Sales Representative (“ISR”) of Beyuna when the applicant’s completed Application and Agreement has been received and accepted by Beyuna. Beyuna reserves the right to decline any Agreement for any reason, at its sole discretion. ISR agrees to use his/her best effort to promote and sell products and services of Beyuna to consumers pursuant to the Agreement contained within these Policies and Procedures and the ISR Application and Agreement Terms and Conditions. In doing so, ISR will maintain the high standards of honesty, and integrity and business ethics when dealing with Consumers, Beyuna or other Beyuna ISRs.

#### 1.02 POLICIES AND PROCEDURES INCORPORATED INTO THE APPLICATION AND AGREEMENT

These Policies and Procedures, in their present form and as amended at the sole discretion of Beyuna (hereafter “Beyuna” or the “Company”), are incorporated into the Beyuna ISR Application and Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the ISR Agreement Terms and Conditions, the Policies and Procedures, the Beyuna Compensation Plan, and the Beyuna Business Entity Addendum (the Business Entity Addendum is only applicable to ISRs who enroll as a business entity).

#### 1.03 GETTING STARTED

The only required payment in order to become, succeed or advance as an ISR is for the Cloud Office subscription. There is no requirement to purchase any Beyuna products in order to become or to remain an ISR.

#### 1.04 GENERAL CONDUCT OF ISRS

ISRs shall safeguard and promote the good reputation of Beyuna and its products, and must avoid all illegal, deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. ISRs 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 policy, and the following list is not a limitation on the standards of conduct to which ISRs must adhere pursuant to this policy, the following standards specifically apply to ISRs’ activities:

- a) Deceptive conduct is always prohibited. ISRs must ensure that their statements are truthful, fair, accurate, and are not misleading;
- b) If an ISR’s Beyuna business is cancelled for any reason, the ISR must discontinue using the Beyuna name, and all other Beyuna intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.
- c) ISRs may not represent or imply that any state or federal government official, agency, or body has approved or endorses Beyuna, its program, or products.
- d) ISRs must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in the course of 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.

#### 1.05 ISR OBLIGATIONS & RIGHTS

ISRs are authorized to sell Beyuna products and services and to participate in the ISR Compensation Plan. ISRs may sponsor new ISRs.

## **1.06 HANDLING PERSONAL INFORMATION**

If an ISR receives Personal Information from or about a prospective ISR or customer, it is the ISR's responsibility to maintain the security of such information and to destroy it when no longer needed; an ISR should shred or irreversibly delete the Personal Information of others as soon as the ISR no longer needs it. Personal Information is information that identifies, or permits a person or entity to contact, an individual. It includes an individual's name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.

## **1.07 LEGAL AGE**

An Applicant must be at least 18 years of age to become a Beyuna ISRs and to conduct business in any country. The minimum age requirements vary from country to country. The Applicant must be of legal age in the state / province / country of their residence. As a result, in some countries, the minimum age may be more than 18 years of age.

## **1.08 INTERNATIONAL ACTIVITIES**

ISRs may not sell Beyuna products or conduct business activities of any nature in any country that the Company has not announced is officially open for business.

## **1.09 LIMITATIONS ON ISR AND HOUSEHOLD BUSINESSES**

There may be no more than two Beyuna businesses per household. If there are two businesses in the household, both businesses must have the same Sponsor (e.g., one of the individuals in the household may not sponsor another individual in the household). A "household" is defined as spouses or couples, and dependent children of one or both spouses or couples, living in the same home of the spouses or member of the couple, as well as dependent children of either spouse or member of the couple, while attending school away from home.

## **1.10 ACTIONS OF HOUSEHOLD MEMBERS**

If a household family member of an ISR engages in conduct that would be a violation of the Agreement, the conduct of the household family member may be imputed to the ISR.

## **1.11 DIVORCE**

When a couple sharing ISR entity divorces or separates, Beyuna will continue to pay commission checks in the same manner as before the divorce or separation until it receives written notice signed by both parties or a court decree which specifies how future commission checks should be paid, provided and if applicable, the couple has complied with the requirements of Section 5.03.

## **1.12 CORPORATIONS, PARTNERSHIPS & TRUSTS**

Corporations, partnerships, limited liability companies or other forms of business organizations or trusts (business entities) may become ISRs of Beyuna when the Application and Agreement is accompanied by a Business Entity Addendum and an IRS Form W-9 containing the business entity's Federal Employer Identification Number (FEIN). Affiliated parties of a business entity including shareholders, directors, officers, partners, members, beneficiaries and trustees, as applicable, as well as any individual who has any ownership or management responsibility of a business entity must comply with the Agreement. If a business entity or any affiliated party violates the Agreement, Beyuna may take disciplinary action against the business entity and/or against any of the affiliated parties.

## **1.13 DISSOLUTION OF A BUSINESS ENTITY**

If a business entity that operates a Beyuna 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 Beyuna 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.

#### **1.14 FICTITIOUS OR ASSUMED NAMES NOT PERMITTED**

A person or entity may not apply as ISR using a fictitious or assumed name.

#### **1.15 INDEPENDENT CONTRACTOR STATUS**

ISRs are Independent Contractors responsible for determining their own activities without direction or control by Beyuna, subject to compliance with the Agreement. They are not franchisees, joint venturers, partners, employees or agents of Beyuna and are prohibited from stating or implying, whether orally or in writing, otherwise. ISRs have no authority to bind Beyuna to any obligation. ISRs shall not be treated as employees of Beyuna for their services or for Federal or State tax purposes. ISRs are responsible for paying local, state, and federal taxes due from all compensation earned as an ISR of the Company. ISRs set their own hours and determine how to conduct business, subject to compliance with the Agreement.

#### **1.16 NEGATIVE COMMENTS**

Complaints and concerns about Beyuna should be directed to the Customer Service Department ([customerservice@beyuna.com](mailto:customerservice@beyuna.com)). ISRs must not disparage, demean, or make negative remarks to third parties or other ISRs about Beyuna, its owners, officers, directors, management, or employees, other Beyuna ISRs, or the Compensation Plan. Disputes or disagreements between any ISR and Beyuna shall be resolved through the dispute resolution process, and the Company and ISRs agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum.

#### **1.17 TAXATION**

As Independent Contractors, ISRs will not be treated as franchisees, owners, employees or agents of Beyuna for Government tax purposes including, with respect to the Internal Revenue Code, Social Security Act, federal unemployment act, state unemployment acts or any other federal, state, or local statute, ordinance, rule or regulation. Each ISR is responsible for paying local, state and federal taxes on any income generated as an ISR and must provide Beyuna with his or her Social Security Number or Federal Tax ID Number. Every year, Beyuna will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over \$600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000. Beyuna cannot provide ISRs with any personal tax advice. ISRs should consult with their own tax accountant, tax attorney, or other tax professional.

#### **1.18 ISR IDENTIFICATION NUMBER**

Each ISR will be assigned an ISR Identification Number by the Company. The ISR Identification Number must be placed on all orders and correspondence with Beyuna.

#### **1.19 LEGAL COMPLIANCE**

ISRs must comply with all state, federal and local statutes, regulations and ordinances concerning the operation of their business. ISRs are responsible for their own managerial decisions and expenditures including all estimated income and self-employment taxes.

#### **1.20 NO EXCLUSIVE TERRITORIES**

No franchise is granted and there are no exclusive territories for sales or sponsoring purposes to anyone.

## **SECTION TWO: TERM & RENEWAL**

#### **2.01 TERM**

Subject to the terms of Section 4.01, the Agreement shall have a term which shall begin on the date of acceptance by Beyuna and end one year from the date thereof (the "Anniversary Date").

## 2.02 RENEWAL

ISRs must renew annually, on the Anniversary Date and ISR has the right to decline to accept any renewal at its sole discretion. Beyuna may require that ISRs execute a new Agreement upon renewal. ISRs not renewing by the renewal date shall be deemed to have voluntarily terminated their ISR relationship with Beyuna, and thereby lose their ISR entity, all sponsorship rights, their position in the Compensation Plan and all rights to commissions and bonuses. ISRs who fail to renew their ISR status may not reapply under a different sponsor unless they wait a minimum of six months before reapplying.

## SECTION THREE: SPONSORSHIP

### 3.01 SPONSORING

ISRs may sponsor other individuals as ISRs. ISRs must ensure that each potential new ISR has reviewed and has had access to the current Policies and Procedures, Terms and Conditions and Compensation Plan prior to or when entering into the Agreement.

### 3.02 MULTIPLE AGREEMENTS

If an applicant submits multiple applications which list different sponsors, only the first completed Agreement received by Beyuna will be accepted.

### 3.03 TRAINING REQUIREMENT

A Sponsor must maintain an ongoing professional leadership association with ISRs in his or her organization and must fulfill the obligation of performing a bona fide supervisory or sales function in the sale or delivery of products and services.

### 3.04 INCOME CLAIMS

ISRs must truthfully and fairly describe the Compensation Plan using promotional materials provided by the Company. When presenting or discussing the Beyuna opportunity or Compensation Plan to a prospective ISR, an ISR may not make income projections, income claims, income testimonials, or disclose his or her Beyuna income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other ISR. Nor may an ISR make "lifestyle" income claims. A "lifestyle" income claim is a statement or depiction that infers or states that the ISR can enjoy a luxurious or successful lifestyle due to the income they earn from their Beyuna business. Examples of prohibited lifestyle claims include, but are not limited to, representations (either through audio or visual medium) that an ISR was able to quit his/her job, acquire expensive or luxury material possessions, or travel to exotic or expensive destinations. ISRs may not guarantee commissions or estimate expenses to prospects

### 3.05 COMPENSATION PLAN AND PROGRAM CLAIMS

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

- a) It's a turnkey system.
- b) The system will do the work for you.
- c) Just get in and your downline will build through spillover.
- d) Just join and I will build your downline for you.
- e) The Company does all the work for you.
- f) You don't have to sell anything.
- g) All you need 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 ISRs do not make these, or any other representations, that could lead a prospect to believe that they can be successful as an ISR without commitment, effort, and sales skill.

### 3.06 TRANSFER OF SPONSORSHIP

Beyuna does not permit the transfer of sponsors. Network Marketing is a business of creating relationships. Once an ISR is sponsored, Beyuna believes in maximum protection of that relationship. The only exception is upon prior written approval of Beyuna to correct ethical violations as determined at the sole discretion of Beyuna. Alternatively, an ISR may change sponsors by voluntarily terminating his or her ISR Agreement in writing and remaining inactive for six full calendar months. Following the six-month period of inactivity, the former ISR may reapply under a new sponsor. The ISR will lose all rights to his or her former downline organization upon his or her voluntary cancellation and shall have no rights to such organization upon re-enrolling under the new sponsor.

### 3.07 CROSS SPONSORING/NONSOLICITATION

ISRs are free to participate in other network marketing programs. However, during the term of this Agreement and for one year thereafter, except for an ISR's personally sponsored ISRs, an ISR may not directly or indirectly recruit other Beyuna ISRs for any other network marketing business. The term "recruit" means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another Beyuna ISR to enroll or participate in another network marketing opportunity. This conduct constitutes recruiting even if the ISR's actions are in response to an inquiry made by another ISR or customer. In addition, no ISR may participate in any action that causes another ISR to be sponsored through someone else into another network marketing company.

### 3.08 PARTICIPATING IN OTHER NETWORK MARKETING PROGRAMS

If an ISR is engaged in another direct selling program or business, it is the responsibility of the ISR to ensure that his or her Beyuna business is operated entirely separate and apart from all other businesses and/or direct selling programs. To this end, the ISR must not:

- a) Display Beyuna promotional materials, sales aids, or products with or in the same location as, any non-Beyuna promotional material or sales aids, products or services. (An ISRs personal social media accounts are exempt from this policy to the extent such social media accounts are not Beyuna-related business or group pages.)
- b) Offer the Beyuna opportunity, products or services to prospective or existing customers or ISRs in conjunction with any non-Beyuna program, opportunity or products. (An ISRs personal social media accounts are exempt from this policy to the extent such social media accounts are not Beyuna-related business or group pages.)
- c) Offer, discuss, or display any non-Beyuna opportunity, products, services or opportunity at any Beyuna-related home party, meeting, seminar, convention, webinar, teleconference, or other function.

## SECTION FOUR: RESIGNATION/SUSPENSION/TERMINATION

### 4.01 VOLUNTARY RESIGNATION

- a) A participant in this network marketing program has a right to cancel at any time, regardless of reason. ISR may voluntarily terminate his or her ISR status by failing to renew or by sending written notice of such resignation or termination to Beyuna. Voluntary resignation is effective upon receipt of such notice by Beyuna.
- b) If an ISR is also on the Autoship program, the ISR's Autoship order shall continue unless the ISR also specifically requests that his or her Autoship Agreement also be canceled.
- c) ISR who resigns or terminates their ISR status may reapply as an ISR but only under the same sponsor as before or six months after resignation under another sponsor.

#### 4.02 SUSPENSION

ISR may be suspended for violating any of the provisions of the Agreement, which includes these Policies and Procedures, the Terms and Conditions, the Business Entity Addendum (where applicable) and the Compensation Plan. When a decision is made to suspend an ISR, Beyuna will inform the ISR in writing that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the ISRs "address on file" pursuant to the notice provisions contained in Section 11.18. Such suspension may or may not lead to termination of the ISR as so determined by Beyuna at its sole discretion. If the ISR wishes to appeal, Beyuna must receive such appeal in writing within fifteen (15) days from the date of the suspension notice. Beyuna will review and consider the suspension and notify the ISR in writing of its decision within thirty (30) days from the date of the suspension notice. The decision of Beyuna will be final and subject to no further review.

Beyuna may take certain action during the suspension period, including, but not limited to, the following:

- a) Prohibiting the ISR from holding himself or herself as ISR or using any of Beyuna's proprietary marks and/or materials;
- b) Withholding commissions and bonuses that are due the ISR during the suspension period;
- c) Prohibiting the ISR from purchasing services and products from Beyuna; and/or;
- d) Prohibiting the ISR from sponsoring new ISRs, contacting current ISRs or attending meetings of ISRs.
- e) If Beyuna, at its sole discretion, determines that the violation which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended ISR has occurred, the suspended ISR may be terminated.

#### 4.03 TERMINATION

ISR may be immediately terminated for violating the terms of the Agreement, which includes these Policies and Procedures, Terms and Conditions, the Business Entity Addendum (where applicable) and the Compensation Plan or for any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an ISR that the Company reasonably believes may damage its reputation or goodwill. Beyuna may terminate a violating ISR without placing the ISR on suspension, at Beyuna's sole discretion. When the decision is made to terminate ISR, Beyuna will inform the ISR in writing at the address in the ISR's file that the termination has occurred, and such notice shall be given as provided in notice provisions contained in the Agreement. Notwithstanding the provisions of Section 11.18, the termination shall be effective as of the date of notice of termination.

#### 4.04 APPEAL OF TERMINATION

If ISR wishes to appeal the termination, Beyuna must receive the appeal in writing within fifteen (15) days from the date of notice of termination. If no appeal is received within the fifteen (15) day period, the termination will automatically be deemed final. If ISR files a timely notice of appeal, Beyuna will review the appeal and notify the ISR of its decision within ten (10) days after receipt of the appeal. The decision of Beyuna will be final and subject to no further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice.

#### 4.05 EFFECT OF TERMINATION

Immediately upon termination, the terminated ISR:

- a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationary or advertising referring to or relating to any product, plan or program of Beyuna.
- b) Must cease representing themselves as ISR of Beyuna;
- c) Loses all rights to his or her ISR position in the Compensation Plan and to all future commissions and earnings resulting therefrom;
- d) Must take all action reasonably required by Beyuna relating to protection of Beyuna's confidential information.
- e) Beyuna has the right to offset any amounts owed by ISR to Beyuna including, without limitation, any indemnity obligation incurred pursuant to Section 11.01 herein, from commissions or other compensation due to the ISR.

#### **4.06 REAPPLICATION OF TERMINATED ISR OR FAMILY MEMBER**

The acceptance of any reapplication of a terminated ISR or the application of any family member of a terminated ISR shall be at the sole discretion of Beyuna and can be denied.

#### **4.07 RETURN OF MERCHANDISE AND SALES AIDS BY ISRS UPON RESIGNATION OR TERMINATION**

Upon the resignation or termination of an ISR's Agreement, the ISR may return products and sales aids that he or she personally purchased from Beyuna within 12 months prior to the date of cancellation (the one-year limitation shall not apply to residents of Maryland, Massachusetts, Wyoming and Puerto Rico) so long as the goods are in currently marketable condition. The goods must be returned within 30 days from the date of the ISR's resignation or termination. Upon the Company's receipt of returned goods and confirmation that they are in currently marketable condition, the ISR will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, or which has passed its commercially reasonable usable or shelf-life, is not in currently marketable condition. Cloud Office fees are not refundable except as may be required under applicable state law.

#### **4.08 MONTANA RESIDENTS**

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

## **SECTION FIVE: TRANSFERABILITY**

#### **5.01 ACQUISITION OF BUSINESS**

Any ISR desiring to acquire an interest in another ISR's business must first terminate his or her ISR status and wait three (3) months before becoming eligible for such a purchase. All such transactions must be fully disclosed and must be approved by Beyuna in advance.

#### **5.02 TRANSFERS OF ISRS**

Except as expressly set forth herein, ISR may not sell, assign or otherwise transfer his or her ISR entity (or rights thereof) to another ISR or to an individual which has an interest in ISR entity. Notwithstanding the foregoing, ISR may transfer his or her ISR entity to his or her sponsor, subject to the conditions of Section 5.03. In such an event, the sponsor's entity and the transferring ISRs entity shall be merged into one entity.

#### **5.03 CONDITIONS TO TRANSFERABILITY**

ISRs may not sell, assign, merge or transfer his or her ISR entity (or rights thereto) without the prior written approval of Beyuna and compliance with the following conditions:

- a) Beyuna possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any ISR entity. ISR wishing to sell, assign, transfer or merge his or her ISR entity must first provide Beyuna with the right and option to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding or intended offer. Beyuna will advise the ISR within ten (10) business days after receipt of such notice of its decision to accept or reject the offer. If Beyuna fails to respond within the ten (10) day period or declines such offer, the ISR may make the same offer or accept any outstanding offer which is on the same terms and conditions as the offer to Beyuna to any person or entity who is not ISR, married to, or a dependent of ISR or who has any interest in ISR;
- b) The selling ISR must provide Beyuna with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the purchase price and terms of purchase and payment;
- c) An office administration transfer fee of \$100.00 must accompany the transfer documents;
- d) The documents must contain a covenant made by the selling ISR for the benefit of the proposed purchaser not to compete with

- the purchaser or attempt to divert or sponsor any existing ISR for a period of one (1) year from the date of the sale or transfer;
- e) Upon a sale, transfer or assignment being approved in writing by Beyuna, the buying ISR shall assume the position and terms of agreement of the selling ISR and must execute a current Agreement and all such other documents as required by Beyuna; and
  - f) Beyuna reserves the right, at its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. Beyuna reserves the right to disapprove any sale or transfer, where allowed by law.

## RE-ENTRY

Any ISR who transfers his or her ISR business must wait for six months after the effective date of such transfer before becoming eligible to reapply to again become an ISR.

### 5.04 CIRCUMVENTION OF POLICIES

If it is determined, at Beyuna's sole discretion, that ISR entity was transferred in an effort to circumvent compliance with the Agreement, the transfer will be declared null and void. The ISR entity will revert back to the transferring ISR, who will be treated as if the transfer had never occurred from the reversion day forward. If necessary and at Beyuna's sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring ISR to ensure compliance with the Agreement.

### 5.05 SUCCESSION

Notwithstanding any other provision of the Agreement, upon the death of ISR, the ISR business and all rights under the Agreement will pass to deceased ISR's successors in interest pursuant to the deceased ISR's will or other testamentary document or as provided by law if the ISR died without a will or other testamentary document. However, Beyuna will not recognize such a transfer until the successor in interest has executed a current Agreement and submitted a certified copy of the death certificate, certified letters testamentary and written instructions of the trustee or administrator of the estate or a valid court order that provides instructions on the proper disposition of the subject ISR business, and any other instrument necessary for Beyuna to effectuate the transfer. In the event there are multiple beneficiaries to the ISR business, the beneficiaries must establish a business entity (corporation, LLC, or partnership) and Beyuna will transfer the subject business to the business entity. The successor will thereafter be entitled to all the rights and be subject to all the obligations of a Beyuna ISR.

## SECTION SIX: PROPRIETARY INFORMATION

### 6.01 CONFIDENTIALITY AGREEMENT

During the term of the Agreement, Beyuna may supply to ISRs confidential information, including, but not limited to genealogical and Downline reports, customer lists, customer information developed by Beyuna or developed for and on behalf of Beyuna by ISRs (including, but not limited to, credit data, customer and ISR profiles and product purchase information), ISR lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which Beyuna may designate as confidential. All such information (whether in written or electronic format) is proprietary and confidential to Beyuna and is transmitted to ISRs in strictest confidence on a "need to know" basis for use solely in ISRs business with Beyuna. ISRs must use their best efforts to keep such information confidential and must not disclose any such information to any third party or use this information for any non-Beyuna activity directly or indirectly while an ISR and thereafter.

ISRs must not use the information to compete with Beyuna or for any purpose other than promoting Beyuna's program and its products and services and their ISR businesses. Upon expiration, non-renewal or termination of the Agreement, ISRs must discontinue the use of such confidential information and promptly return any confidential information in their possession to Beyuna.

### 6.02 COPYRIGHT RESTRICTIONS-PRODUCTS

With respect to product purchases from Beyuna, ISRs must abide by all manufacturers' use restrictions and copyright protections.



### **6.03 VENDOR CONFIDENTIALITY**

Beyuna's business relationships with its vendors, manufacturers and suppliers are confidential. ISRs must not contact, directly or indirectly, or speak to, or communicate with any supplier or manufacturer of Beyuna except at Beyuna sponsored events at which the supplier or manufacturer is present at the request of Beyuna.

## **SECTION SEVEN: TRADEMARKS, COPYRIGHTS, LITERATURE & ADVERTISING**

### **7.01 TRADEMARKS**

The name "Beyuna" and other names or logos as may be adopted by the Company are proprietary trade names, trademarks and service marks of Beyuna. The Company grants ISRs a limited license to use its trademarks and trade names in promotional media for so long as the ISR's Agreement is in effect and such usage is in strict compliance with the Agreement. Upon cancellation of an ISR's Agreement for any reason, the license shall expire, and the ISR shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may an ISR use any of Beyuna's trademarks, logos, or trade names in any email address, website domain name, social media handle, social media name or address, or in any unapproved advertising or promotional materials.

### **7.02 COPYRIGHTS**

Beyuna commonly produces live and recorded events as well as webinars and telephone conference calls. During these events Company executives, ISRs, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. ISRs may not record company events or functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced advertising and promotional materials, videos, audios, podcasts, and printed materials are copyrighted. ISRs shall not copy any such materials for their personal or business use without the Company's prior written approval. ISRs have approval to download, print, and/or copy advertising and promotional materials obtained from the ISR Back-Office of the Company's website provided no impermissible alterations are made to such materials and all copyright and trademark notifications are preserved.

### **7.03 ADVERTISING & PROMOTIONAL MATERIALS**

Only the promotional and advertising materials produced by Beyuna or approved in advance in writing by Beyuna may be used to advertise or promote an ISR's business or to sell products and services of Beyuna. Beyuna's literature and materials may not be duplicated or reprinted without the Company's prior written permission.

To ensure that any advertising or promotional materials that ISRs create or use a) are not deceptive, b) contain only substantiated claims, and c) properly identify Beyuna's trademarks and copyrights, all advertising and promotional materials that an ISR wishes to use must be submitted to the Company for review. Such materials may only be used or displayed to the public if the ISR receives written approval from the Company. ISRs who receive written authorization from Beyuna to produce and publish advertising or promotional materials may make their approved materials available to other ISRs free of charge if they wish, but may not sell the approved advertising or promotional material to other Beyuna ISRs. Any sale or attempt to sell advertising or promotional materials to another ISR will result in the termination of the offending ISR's Beyuna business. Beyuna reserves the right to rescind approval for any previously approved advertising or promotional material(s), and ISRs waive all claims against Beyuna, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

### **7.04 USE OF BEYUNA NAME**

Except as otherwise provided in this Section 7, ISRs may use the name of Beyuna only in the following format: "Independent Sales Representative for Beyuna".

### 7.05 STATIONERY AND BUSINESS CARDS

ISRs are not permitted to create or to have others create their own stationery, business cards or letterhead graphics, if Beyuna's trade name or trademarks are used. Only the approved Beyuna graphics version and wording are permitted. Approved Beyuna graphics may be obtained through the Cloud Office.

### 7.06 ELECTRONIC ADVERTISING, WEBSITES AND MOBILE APPS

ISRs may not advertise or promote their ISR business or Beyuna's business, products or marketing plan or use Beyuna's name in any electronic media or transmission, including on the Internet via websites, mobile apps or otherwise, without the prior written approval of Beyuna's legal department.

### 7.07 SOCIAL MEDIA

In addition to meeting all other requirements specified in the Agreement, should an ISR utilize any form of social media relating to their Beyuna business, including but not limited to blogs, Facebook, Twitter, Instagram, Pinterest, LinkedIn, or YouTube, the ISR agrees to each of the following:

- a) ISRs are responsible for the content of all material that they produce and all of their postings on any social media platform, as well as all postings on any social media account or platform that they own, operate, or control.
- b) ISRs shall not make any social media postings, or link to or from any postings or other material, that reflects negatively on Beyuna, any of its products, Beyuna's owners, management, or employees, or other Beyuna ISRs.
- c) ISRs 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, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or that is in violation of any intellectual property rights of the Company or any third party.
- d) No product sales or enrollments may occur on or through any social media account or platform. Product sales and ISR and customer enrollments may only be processed through the ISR's Beyuna Replicated Website, Beyuna's corporate website, an official Beyuna mobile app, or an official Beyuna corporate social media page.
- e) No price advertising or discounts may be advertised on any social media platform.
- f) It is each ISR's responsibility to follow the social media platform's terms of use.
- g) Any social media account that is directly or indirectly operated or controlled by an ISR that is used to discuss or promote Beyuna's products, or the Beyuna opportunity may not link to any website, social media account or platform, or site of any other nature that promotes the products, services, or business program of any direct selling company other than Beyuna.
- h) During the term of this Agreement and for a period of 12 calendar months thereafter, an ISR may not use any social media account through which he/she discusses or promotes, or discussed or promoted, the Beyuna business or Beyuna's products to directly or indirectly solicit anyone for another direct selling, party plan, multilevel, or network marketing program (collectively and hereafter, "direct selling").
- i) An ISR shall not take any action on any social media account or platform on which he/she discusses or presents, or has discussed or presented, Beyuna's products or the Beyuna opportunity that may reasonably be foreseen to draw an inquiry from other ISRs relating to the ISR's other direct selling business activities, services or products. Violation of this provision shall constitute a violation of the nonsolicitation provision in Section 3.07.
- j) An ISR may post or "pin" photographs of Beyuna products on a social media site, but only photos that are provided by Beyuna may be used.
- k) If an ISR creates a business or group page or account on any social media platform to promote his/her Beyuna business or that relates to Beyuna and/or its products or opportunity, the page may not be used to promote or advertise the products, services, or opportunity of any other direct selling business. If the ISR's Beyuna business is cancelled for any reason or if the ISR becomes inactive, the ISR must deactivate the account and/or page.

## 7.08 TELEPHONE ANSWERING

ISRs may not answer the telephone by saying "Beyuna," or in any other manner that would lead the caller to believe that he or she has reached the offices of Beyuna.

## 7.09 IMPRINTED CHECKS

ISRs are not permitted to use Beyuna trade name or any of its trademarks or service marks on their business or personal checking accounts.

## 7.10 MEDIA INTERVIEWS

ISRs are prohibited from granting radio, television, newspaper tabloid or magazine interviews or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize Beyuna, its products or Beyuna businesses, without the express prior written approval of Beyuna. All media inquiries should be in writing and referred to Beyuna's corporate office, legal department.

## 7.11 ENDORSEMENTS

No endorsements by a Beyuna officer or administrator or third party may be asserted, except as expressly communicated in Beyuna literature and communications. Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, ISRs may not represent or imply, directly or indirectly, that Beyuna's programs, products or services have been approved or endorsed by any governmental agency.

## 7.12 REPACKAGING AND RELABELING PROHIBITED

Beyuna products must be sold in their original packaging. ISRs may not repackage products or materials of Beyuna and shall not alter the original packaging or labeling of Beyuna products.

## 7.13 INDEPENDENT COMMUNICATIONS

ISRs, as Independent Contractors, are encouraged to distribute information and direction to their respective Downlines. However ISRs must identify and distinguish between personal communications and the official communications of Beyuna.

## 7.14 PRODUCT CLAIMS

ISRs must not make claims, including but not limited to testimonials, about Beyuna's products or services that are not contained in official Beyuna literature or posted on Beyuna's official website. Under no circumstances shall any ISR state or imply that any Beyuna product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

## 7.15 WEIGHT LOSS TESTIMONIALS

If an ISR makes a weight loss testimonial relating to his or her use of any of Beyuna's products, the ISR must adhere to each of the following:

- a) The ISR making the testimonial must clearly and conspicuously disclose that he or she is an ISR for Beyuna;
- b) The testimonial must be true and accurate, and must disclose all additional material information that impacted his or her weight loss (e.g., changes in lifestyle or exercise habits, changes in dietary habits, use of diet pills, etc.);
- c) The testimonial must clearly and conspicuously disclose the generally expected results for those who use Beyuna's weight management products. The generally expected results are posted on the Beyuna website at <https://beyuna.com>;
- d) No testimonial may be made related to the use of the Company's products and their impact on any weight-related illness suffered by the individual making the testimonial, including but not limited to diabetes claims and cholesterol reduction claims.

## **SECTION EIGHT: PAYMENT OF COMMISSIONS**

### **8.01 BASIS FOR COMMISSIONS**

Commissions and other compensation cannot be paid until a completed Agreement has been received and accepted by Beyuna. Commissions are paid ONLY on the sale of Beyuna services and products according to their commission volume. No commissions are paid on the purchase of Sales materials or for Sponsoring ISRs. In order to receive commissions on products and services sold, Beyuna must have received and accepted an Agreement prior to the end of the commission period in which the sale is made.

### **8.02 COMMISSION PERIOD**

A business period refers to the time period opening on the first (1st) day of the commission period and extending up until order entry closes on the last business day of the period (5:00 p.m.). Beyuna offices are open Monday through Friday 9 a.m.-6 p.m., with the exception of certain holidays as posted by Beyuna.

### **8.03 COMMISSION PAYMENTS**

Commissions are paid to "qualified" ISRs as defined within the Compensation Plan. ISRs must consult the Compensation Plan for a detailed explanation of the benefits, commission structure and requirements of the Compensation Plan.

### **8.04 COMMISSION ADJUSTMENTS**

Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. If a product is returned to Beyuna for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company. Unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commission is recovered, from the upline ISRs who received commissions on the sales of the refunded products.

Beyuna reserves the right to withhold from, or reduce, any ISR's compensation as it deems necessary to recover unearned compensation as described above or as necessary to comply with any garnishment or court order directing Beyuna to retain, hold, or redirect such compensation to a third party.

## **SECTION NINE: PURCHASE & SALE OF PRODUCTS**

### **9.01 STOCKPILING PROHIBITED**

The success of Beyuna depends on retail sales to the ultimate consumer; therefore, all forms of stockpiling are prohibited. Beyuna recognizes that ISRs may wish to purchase certain products for their own use. However, Beyuna strictly prohibits the purchase of products in unreasonable amounts and prohibits the purchase of products only or primarily to qualify for compensation.

### **9.02 ORDERING METHODS**

All orders submitted to Beyuna shall have the ISR Identification Number placed thereon to assist Beyuna in crediting the appropriate ISR.

### **9.03 PAYMENT OPTIONS**

Purchases may be paid by debit card or major credit card. The ISR and retail customers are responsible for paying the costs of any returned payment plus an administrative fee charged by Beyuna, which fee may change at any time based on past payment history of the customer. If an underpayment is made, the order will not be processed until the full amount is received by Beyuna. If an overpayment is made, Beyuna will process the order and issue a credit to ISR's account, which will automatically refund on the next commission check paid to ISR. Orders will not be processed if cancellation of a credit card is made. Orders for products are not effective until accepted by Beyuna. To expedite shipping, ISRs may authorize Beyuna to keep a valid credit card on file as security for payment. Overdue amounts will accrue interest at the annual rate of 18% or at a higher if permitted by law.

#### 9.04 SHIPPING AND HANDLING POLICY

Subject to availability all products will be shipped by UPS or other similar service within approximately three (3) business days of receipt of payment. Payment for products shall be made at time of order. At ISR's option, the product may be shipped to a customer's designated "Ship-To address", or to the ISR.

#### 9.05 PRODUCT DELIVERY

Upon clearance of payment, the products and materials ordered will be shipped within three (3) business days.

#### 9.06 DAMAGED GOODS

The shipping Company is responsible for any damage that occurs after it takes physical custody of the products. An ISR who receives damaged goods should follow this procedure:

- a) Accept delivery;
- b) Before the driver leaves, document on the delivery receipt the number of boxes which seem to be damaged and have the driver acknowledge the damage in writing;
- c) Save the damaged products or boxes for inspection by the shipping agent;
- d) Make an appointment with the shipping company to have the damaged goods inspected and call the Beyuna Customer Service Department.

#### 9.07 SHIPPING LOSS

In the event ISR or a consumer does not receive a product order from Beyuna in a timely fashion, the individual should contact the Sales Department at Beyuna.

#### 9.08 REFUSED SHIPMENTS

Should ISR refuse delivery on any order he or she has placed with Beyuna and such product is subsequently returned to Beyuna; Beyuna shall have the right to place that ISR on suspension pending resolution of the refusal of delivery. Neither ISR nor a consumer shall refuse any shipment from Beyuna unless prior approval of Beyuna has been obtained.

#### 9.09 PRICING POLICY

Beyuna will furnish ISRs with a discount from its published retail prices in its then current consumer catalog or order form in accordance with its policies. This discount does not apply to literature, business aids, gifts or special promotional items. Prices for Beyuna's products, services and literature are subject to change without prior notice.

#### 9.10 SALES RECEIPTS

ISRs must provide all retail purchasers of Beyuna's products with two copies of an official Beyuna written receipt. In addition, the ISR must advise the customer of the three (3) day right to cancel the transaction, which is set forth on the receipt. Receipts are generated in the Distributors' Cloud Office and may either be printed and given to the customer (two copies) or emailed to the customer. Prior to providing the receipt to his or her customer, a Distributor must fully complete the receipt in the Cloud Office by inputting the customer's name, address, email address, the products purchased, the sales tax, and the payment method. This information will be stored by Beyuna to validate retail sales pursuant to the 51% rule specified in the Compensation Plan.

#### 9.11 RETAIL PRICING

Beyuna provides a retail price which will be in the currency of each available country. The ISR may only create marketing material (online or printed) that offers Beyuna's products at the retail price published in the company's official pricelist or webshop. If the ISRs would like to offer Beyuna's products at a price lower than retail they may do so only when selling individually to their customers. ISRs would not be allowed to advertise the lower price in their marketing materials.

### **9.12 PROMOTIONAL ITEMS**

All promotional items which bear Beyuna name or logo must be purchased solely from Beyuna unless prior written permission is obtained from Beyuna.

### **9.13 SALES TAX**

Beyuna may be required to charge and remit sales taxes on purchases made by ISRs and customers in some states. Accordingly, in those states that tax the Company's products, the Company will collect and remit sales taxes on behalf of ISRs, based on the suggested retail price of the products, according to applicable tax rates in the state in which the sale is made.

### **9.14 PLACE OF SALE**

The integrity of Beyuna's marketing plan is built upon person-to-person, one-on-one and in-home presentation methods of sale. Beyuna's products may not be sold to or displayed by any retail outlet, including, but not limited to supermarkets or food stores, flea markets or swap meets, permanent restaurant displays, bars or night clubs, or any such similar establishment, convenience stores or gas stations, internet auction websites or at any sales facilitation websites (i.e., eBay, Amazon, Ali Baba or Craigslist). The ISRs must not provide product to a third party who then offers the product for resale in any unapproved retail-oriented establishment or internet website. Approved service-oriented establishments may include health spas, beauty salons, sport & exercise locations, physicians and other healthcare professionals' practices.

### **9.15 PRODUCT & SERVICES CLAIMS**

ISRs may make no claim, representation or warranty concerning any product or service of Beyuna, except those expressly approved in writing by Beyuna or contained in official Beyuna materials.

### **9.16 FAX BLASTS, SPAMMING**

Fax blasting and unsolicited e-mailing (SPAMMING) is prohibited.

## **SECTION TEN: RETAIL GUARANTEE & REFUND POLICY**

### **10.01 RETAIL CUSTOMER GUARANTEE**

Beyuna offers a thirty (30) day, 100% money-back, and satisfaction guarantee to all retail customers. If a retail customer is dissatisfied with any product for any reason, then the retail customer may return that product in its original package and shipping container to the ISR who sold the product within thirty (30) days of purchase, for either replacement or a full refund of the purchase price. The ISR may then return the product to the Company for a full refund of the price that he or she paid for the product. This money back guarantee does not apply to products damaged by abuse or misuse or damaged in shipping (see Section 9.06 above), and shipping costs are not refundable. All other warranties and guarantees are disclaimed.

### **10.02 WARRANTIES**

EXCEPT AS EXPRESSLY STATED HEREIN, BEYUNA MAKES NO WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP OR ANY OTHER WARRANTY CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH BEYUNA.

### **10.03 RETURN POLICIES FOR CUSTOMERS (NON-ISRS).**

Customers who purchase products directly from Beyuna may return the products to the Company rather than to an ISR. To return products to the Company, a customer must obtain a return merchandise authorization (RMA) and return the form to Beyuna within 15 days of the date of purchase. The customer must then Return the products within 15 days after sending the RMA to the Company. Beyuna will refund the original purchase price of products, related sales taxes and shipping fee. The customer is responsible for the products until Beyuna receives them. The shipping costs for returned products is the responsibility of the purchaser. Returned products must be in the same condition as when received by the customer. THIS RETURN POLICY IS NOT A WARRANTY.

NOTE: Beyuna will not accept for return any products that a customer purchased from an ISR. Products that a customer purchases from an ISR must be returned to the ISR and the ISR shall issue a refund of the original purchase price, related sales taxes and shipping fee. In order to properly process a refund or exchange, ISRs must follow the steps and conditions set forth below:

All returns to Beyuna must be accompanied by:

- a) A signed statement from the retail customer;
- b) A copy of the original retail sales receipt that the Distributor provided to the customer. This copy may be obtained from the Distributor's Cloud Office; and
- c) The name, address and telephone number of the retail customer

#### **10.04 BUYER'S RIGHT TO CANCEL**

State and Federal law grants a buyer the right to cancel certain sales without penalty prior to midnight of the third business day after the transaction. This rule covers retail consumer sales of \$25.00 or more that occur away from the seller's main office. ISRs must orally inform the buyer of the three-day right to cancel at the time the buyer purchases the goods and deliver two copies of the official Beyuna sales receipt (which contains a written notice of the three-day cancellation right) to every customer. As noted in Section 9.10, the sales receipts are created and printed or emailed from the Distributor's Cloud Office.

## **SECTION ELEVEN: GENERAL PROVISIONS**

#### **11.01 INDEMNITY AGREEMENT**

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

#### **11.02 ASSIGNMENT OR DELEGATION BY BEYUNA**

Beyuna shall not assign its rights in the Agreement of any individual ISR to any third party without the written consent of the ISR. Notwithstanding the foregoing, if the assets of Beyuna, or a controlling ownership interest in Beyuna, is transferred to a third party, Beyuna may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.

#### **11.03 PROCESSING CHARGES**

Beyuna reserves the right to institute a processing charge for commission checks and/or genealogy requests.

#### **11.04 OTHER SERVICES & PRODUCTS**

ISRs may not promote or sell another company's products or services at functions organized to feature Beyuna's products. ISRs are not restricted from selling other services and products, including those that may be similar to or competitive with the products and services of Beyuna. However, ISRs may not promote or sell competitive products, services, or network marketing programs to other ISRs.

#### **11.05 LIABILITY**

To the extent permitted by law, Beyuna shall not be liable for, and each ISR releases Beyuna from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by ISR as a result of (a) the breach by ISR of the Agreement; (b) the operation of ISR's business; (c) any incorrect or wrong data or information provided by ISR; or (d) the failure to provide any information or data necessary for Beyuna to operate its business, including, without limitation, the enrollment and acceptance of ISR into the Compensation Plan or the payment of commissions and bonuses.

#### **11.06 RECORDKEEPING**

Beyuna encourages all ISRs to keep complete and accurate records of all their business dealings.

#### **11.07 FORCE MAJEURE**

Beyuna shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as but not limited to: fire, flood, earthquake, storm, power outages, labor difficulties, strikes, war, government decrees or orders and/or curtailment of a party's usual source of supply.

#### **11.08 VIOLATIONS**

It is the obligation of every ISR to abide by and maintain the integrity of the Agreement. If ISR observes another ISR committing a violation, he or she should discuss the violation directly with the violating ISR. If the ISR wishes to report such violation to Beyuna, he or she must detail violations in writing only and mark the correspondence "Attention: Legal Department".

#### **11.09 AMENDMENTS**

Beyuna reserves the right to amend the Agreement, its retail prices, and product and service availability. Amendments to retail prices and product service availability may be made at any time without prior notice as Beyuna deems appropriate. Amendments to the Agreement shall be effective 30 days after notice and publication of the amended provisions are given to ISRs. Notice of amendments will be communicated to ISRs by email and through the official Beyuna website and or official Beyuna publications. Amendments to the Agreement shall not apply retroactively to conduct that occurred prior to the effective date of such an amendment.

#### **11.10 NON-WAIVER PROVISION**

No failure of Beyuna to exercise any power under the Agreement or to insist upon strict compliance by ISR with any obligation or provision contained in the Agreement, and no custom or practice of the parties at variance with the Agreement, shall constitute a waiver of Beyuna's right to demand exact compliance with the Agreement. Beyuna's waiver of any particular default or breach of the Agreement by an ISR shall not affect or impair Beyuna's rights with respect to any subsequent default or breach, nor shall it affect in any way the rights or obligations of any other ISR. No delay or omissions by Beyuna to exercise any right arising from a default or breach affect or impair Beyuna's rights as to that or any subsequent or future default or breach of the Agreement. Waiver by Beyuna can be effected only in writing by an authorized officer of Beyuna.

#### **11.11 DISPUTE RESOLUTION**

- a) Stages of Dispute Resolution and General Dispute Resolution Procedures. Disputes between the Company and an ISR(s) that arise from or relate to the Agreement, the business operated by the ISR, or the opportunity offered by the Company shall be resolved according to the three-step procedure of (a) informal negotiation; (b) non-binding mediation; and (c) trial before a court for claims under \$25,000.00 so long as equitable relief is not also sought (except as set forth below), or binding confidential arbitration if the claim is for \$25,000.00 or more and/or if equitable relief is sought. IF A CLAIM SEEKS DAMAGES FOR \$25,000.00 OR MORE OR SEEKS EQUITABLE RELIEF (EXCEPT AS SET FORTH BELOW), THE PARTIES AGREE TO RESOLVE THE DISPUTE THROUGH BINDING ARBITRATION AND WAIVE CLAIMS TO A TRIAL BEFORE ANY COURT OR JURY.

The following shall apply to all proceedings under this dispute resolution policy:

- Any claim a party has against the other must be brought within one year from the date on which the act or omission giving rise to the claim occurred. In cases in which informal negotiation is required, once informal negotiation is requested in writing the one-year limitation of actions provisions in this policy shall be tolled until the completion of the mediation phase of this policy and for ten calendar days thereafter.
- At no time prior to completion of the negotiation and mediation procedures below shall either party initiate arbitration or litigation related to this Agreement or the business except as may be specified otherwise in this dispute resolution policy.
- All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation and/or mediation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and



inadmissible for any purpose, including impeachment, in any court trial, arbitration, or in any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation and/or mediation.

- Informal negotiations and mediation shall take place in New York, New York unless the parties mutually agree on another forum. Informal negotiations and mediation shall take place telephonically if either party requests such and it is practicable to do so.
- Each party shall be responsible for its own attorney's fees, expert, professional and witness fees incurred in pursuing any claim, regardless of the forum.
- If litigation is filed in court, the action may be brought in the jurisdiction in which either party resides or has its principal place of business.
- If arbitration is filed, the arbitration proceedings shall be held in New York, New York.

Step 1 - Informal Negotiation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement or the Company's business promptly by negotiation between the aggrieved ISR(s) and executives of the Company who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. A party may, at its election, choose to be accompanied in such negotiation by an attorney. If one party elects to have its attorney present, the other party must also agree to have its attorney present if that party has retained counsel.

To institute the negotiation process, either party may give the other party written notice of any dispute not resolved in the normal course of business. Within 10 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive and attorney who will accompany that party (if applicable), or the name of the ISR and his/her attorney (if applicable) who will accompany him/her in the negotiation. Within 20 days after delivery of the notice, the parties and the attorneys (as applicable) of both parties shall meet at a mutually acceptable time and place. Such meeting may occur telephonically if one party requests that the meeting be held telephonically.

Unless otherwise agreed in writing by the negotiating parties, mediation may be initiated one business day following the close of the negotiation phase. The negotiation phase is "closed" when one party notifies the other in writing that it considers the negotiations "closed". Such closure shall not preclude continuing or later negotiations if desired by both parties.

Step 2 – Mediation. If the parties are unsuccessful in resolving their dispute through good faith negotiation, the next step in the dispute resolution process is mediation. If a party elects to pursue mediation, the party shall submit a written request for mediation to the other party within 10 calendar days after the negotiation phase is completed. The parties shall have 10 calendar days following such request to select a mutually acceptable mediator. If the parties cannot agree on a mutually acceptable mediator, they shall apply to JAMS ([www.jamsadr.com](http://www.jamsadr.com)) to have a neutral mediator appointed.

If neither party timely requests mediation following the completion of the negotiation phase, the dispute shall be deemed resolved and no further action either via mediation, arbitration or litigation may be commenced without the agreement of both parties.

Mediation shall be conducted within 20 calendar days from the date on which the mediator is selected or appointed or as otherwise agreed upon by the parties and the mediator.

Unless otherwise agreed upon by the parties, the mediation shall be closed no later than 30 calendar days following the completion of the meeting between the mediator and the parties.

**Step 3 – Arbitration or Litigation.** If the dispute has not been resolved through informal negotiation and mediation as provided above, the next step is either arbitration or litigation as provided below.

- Claims under \$25,000.00 with no claim for equitable relief. If a claim seeks less than \$25,000.00 and equitable relief is NOT sought, an action may be brought pursuant to the arbitration policy below if the parties agree. If the parties do not agree to settle the dispute through arbitration, a claim may be brought before the small claims court or the court of general jurisdiction in the county in which either party resides or has its principal place of business.
  - Claims for \$25,000.00 or more or claims seeking equitable relief - Confidential Binding Arbitration. If a claim seeks \$25,000.00 or more, or seeks equitable relief, and the parties do not successfully resolve their dispute through the negotiation and mediation procedures above, the dispute shall be resolved through binding confidential arbitration as set forth below.
- a. **Arbitration Administered by JAMS.** The arbitration shall be filed with, and administered by JAMS in accordance with its Comprehensive Rules and Procedures, which are available on JAMS' website at [www.jamsadr.com/rules-comprehensive-arbitration/](http://www.jamsadr.com/rules-comprehensive-arbitration/). Copies of JAMS Rules and Procedures will also be emailed to ISRs upon request to Beyuna's Customer Service Department ([customerservice@beyuna.com](mailto:customerservice@beyuna.com)). Notwithstanding the rules of JAMS, 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 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.
  - The Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.
  - Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration.
- b. **Confidentiality.** With the exception of discussing the claims with bona fide witnesses to the dispute, neither party (nor any of its attorneys, agents, employees, or proxies) shall verbally or in writing discuss, publish, or otherwise disseminate the claims, allegations, merits, evidence, positions, pleadings, testimony, rulings, awards, orders, issues, or any other aspect of the dispute to any third party, including but not limited to disclosure on the internet or on any social media or blog platform, prior to, during, or after any phase of the three steps of the dispute resolution process unless a specific exemption contained in this dispute resolution policy applies.
- c. **Liquidated Damages for Breach of the Confidentiality Obligation.** If a party violates its confidentiality obligations under this dispute resolution policy, the non-breaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a party, its attorneys, agents, or a proxy of a party breaches the confidentiality provisions of this dispute resolution policy, the following shall apply:
- The non-breaching party shall be entitled to liquidated damages in the amount of \$10,000.00 per violation, or \$25,000.00 per violation if the disclosure is published on the internet, including but not limited to disclosure on any website or on any social media forum. Every disclosure of each claim, allegation, pleading, or other prohibited disclosure shall constitute a separate violation. Notwithstanding this confidentiality and liquidated damage provision, nothing herein shall limit the right or ability of a party to disclose evidence, claims, or allegations relating to the dispute to any individual who is, or who may be, a bona fide witness to the dispute. The parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty; AND
  - Breach of the confidentiality provision by disseminating or publishing information described in subparagraph c above through any

form of mass media (including but not limited to posting on the Internet or on any social media platform) by a party, a party's agent, or a party's proxy shall constitute an act of wanton and gross bad faith, and shall constitute a waiver of the breaching party's right to pursue the claim(s) and/or defense(s) against the non-breaching party, and shall entitle the non-breaching party to a default judgment against the breaching party.

- d. **Emergency Relief.** Either party may bring an action before JAMS seeking emergency relief to protect its intellectual property rights, including but not limited to protecting its rights pursuant to the non-solicitation provisions of the Agreement. A claim or cause of action seeking emergency relief shall be brought pursuant to the Emergency Relief Procedures in JAMS Comprehensive Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration/#Rule%202>, or by contacting the Customer Service Department ([customerservice@beyuna.com](mailto:customerservice@beyuna.com)). The parties agree that any violation of the Confidential Information (Section 6.01) or Nonsolicitation (Section 3.07) provisions of these Policies and Procedures shall entitle Beyuna to emergency and permanent equitable relief because: (a) there shall be no adequate remedy at law; (b) Beyuna shall suffer immediate and irreparable harm should such policies be breached; and (c) if emergency and permanent equitable relief is not granted, the injury to Beyuna shall outweigh the potential harm to ISR if emergency and/or permanent equitable relief is granted.
- e. **Disputes Not Subject the Three-Step Dispute Resolution Procedure.** A party need not go through the informal negotiation or mediation steps in the following situations:
- **Action to Enforce Arbitration Award or Order.** Either party may bring an action in a court properly vested with jurisdiction to enforce an Arbitration award or order, including but not limited to an order for emergency relief.
  - **Petitions for Emergency Relief.** If a party deems it necessary to seek emergency relief to protect its interests, it may seek emergency relief as set forth in this dispute resolution policy without engaging in the negotiation or mediation process set forth above. Notwithstanding the foregoing, the parties are encouraged, but not required, to engage in negotiation and or mediation concurrently with any pending request for emergency relief.
  - **Public Injunctive Relief.** If public injunctive relief is authorized by federal or state statute, an action may be brought before a court properly vested with jurisdiction over the parties so long as: (a) the relief sought is limited to public injunctive relief that is authorized by federal or state statute; and (b) the public injunctive relief is unavailable through arbitration proceedings hereunder. Note that the confidentiality provisions and corresponding liquidated damages provisions for breach of the confidentiality provision contained in this dispute resolution policy shall remain in effect for claims and actions brought under this exception to the three-step dispute resolution process unless such action is brought before a court and the disclosure is related solely to material that is not filed with the court under seal or pursuant to a protective order.
  - **Disciplinary Sanctions.** The Company shall not be required to engage in the three-step dispute resolution process prior to imposing disciplinary sanction for violation of the Agreement.
- f. **Remedies.** Remedies available to ISRs under U.S. federal laws and the state and local laws of an ISR's state of residence shall remain available to the ISR in any arbitration proceeding.

### **11.12 CLASS ACTION WAIVER**

ALL DISPUTES, WHETHER PURSUED THROUGH ARBITRATION OR BEFORE THE COURTS, THAT ARISE FROM OR RELATE TO THE AGREEMENT, THAT ARISE FROM OR RELATE TO THE BEYUNA BUSINESS, OR THAT ARISE FROM OR RELATE TO THE RELATIONSHIP BETWEEN THE PARTIES, SHALL BE BROUGHT AND PROCEED ON AN INDIVIDUAL BASIS. THE PARTIES WAIVE THEIR RIGHTS TO PURSUE ANY ACTION AGAINST THE OTHER PARTY AND/OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS AND AGENTS, ON A CLASS OR CONSOLIDATED BASIS. YOU MAY OPT OUT OF THIS CLASS ACTION WAIVER IF YOU WISH BY SUBMITTING WRITTEN NOTICE TO THE COMPANY OF YOUR DESIRE TO OPT OUT WITHIN 30 DAYS FROM THE DATE ON WHICH YOU ENROLL AS AN ISR. SUBMIT YOUR WRITTEN OPT-OUT NOTICE TO THE COMPLIANCE DEPARTMENT ([COMPLIANCE@BEYUNA.COM](mailto:COMPLIANCE@BEYUNA.COM)).

#### **11.13 GOVERNING LAW**

The Federal Arbitration Act shall govern all matters relating to arbitration. Except as otherwise specifically referenced in these Policies and Procedures, the law of the State of New York, without regard to principals of conflicts of laws, shall govern all other matters relating to or arising from the Agreement, the Beyuna business, the relationship between the parties, or any other claim between the parties. Notwithstanding the foregoing, if a dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply.

#### **11.14 LOUISIANA RESIDENTS**

The foregoing dispute resolution provisions shall apply to Louisiana residents with the exception that Louisiana residents may bring an arbitration action in his/her home forum and pursuant to Louisiana law.

#### **11.15 ENTIRE AGREEMENT**

The Policies and Procedures are incorporated into the Agreement and, along with the Terms and Conditions and Compensation Plan, constitute the entire agreement of the parties regarding their business relationship. As used herein, the term "Agreement" collectively refers to ISR Agreement Terms and Conditions, these Policies and Procedures, the Business Entity Addendum (applicable to business entities enrolling as ISRs), and the Compensation Plan.

#### **11.16 SEVERABILITY**

If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of an ISR against Beyuna shall not constitute a defense to Beyuna's enforcement of any term or provision of the Agreement.

#### **11.17 LIMITATION OF DAMAGES**

TO THE EXTENT PERMITTED BY LAW, BEYUNA AND ITS ISRS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES, SHALL NOT BE LIABLE FOR, AND ISR HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO BEYUNA PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY COMPANY AND BEYUNA, WHETHER SOUNDING IN CONTRACT TORT OR STRICT LIABILITY. BEYUNA SHALL NOT EXCEED AND IS HEREBY EXPRESSLY LIMITED TO, THE AMOUNT OF UNSOLD BEYUNA SERVICES AND/ OR PRODUCTS OF BEYUNA OWNED BY THE ISR AND ANY COMMISSIONS OWED TO THE ISR.

#### **11.18 NOTICE**

Any communication, notice or demand of any kind whatsoever which either the ISR or Beyuna may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, Email or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested). Any such communication, notice, or demand shall be deemed to have been given or served on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or by other evidence if delivery is by mail.

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