

MELIUS INDEPENDENT BUSINESS OWNER APPLICATION & AGREEMENT

1. Authorization and Contract. By executing this Independent Business Owner Agreement (“IBO Agreement”), you apply for legal authorization to become an independent business owner (“IBO”) and enter into contract with MELIUS MARKETING DMCC, hereinafter the “Company” or “Melius”. You acknowledge that prior to signing you have received, read and understood the Company Income Disclosure Statement, that you have read and understood the Company Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on <http://thinkmelius.com>, and that you have read and agree to all terms set forth in this Agreement. Melius reserves the right to reject any application for any reason within thirty (30) days of receipt.

2. Expiration, Renewal, and Termination. The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). At the end of the year, this Agreement shall automatically renew unless you alert the Company to your cancellation. If you cancel your business or experience termination, you understand that you will permanently lose all rights as an IBO. You shall not be eligible to sell the Company’s services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation or termination, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. The Company reserves the right to terminate all IBO Agreements upon thirty (30) days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. IBO may cancel this Agreement at any time, and for any reason, upon written notice to the Company at its principal business address. The Company may cancel this Agreement for any reason upon thirty (30) days advance written notice to IBO. Moreover, the Company may also take actions short of termination of the Agreement should the Company find an IBO breaches any of its provisions.

3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of the Company or your Sponsoring IBO. As a self-employed independent contractor, you will be operating your own independent business, buying and selling services available through the Company on your own account and through your own volition. It will be your sole responsibility to account for such income with regards to all applicable tax laws and regulations.

4. Presenting the Plan. You agree when presenting the Company Compensation Plan to present it in its entirety as outlined in official Melius materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by the Company.

5. Selling the Service. You agree to make no representations or claims about any services beyond those shown in official Melius literature. You further agree to sell services available through the Company only in authorized territories.

6. Melius’s Services. The information contained with the Melius services is for general information and Informational purposes *only* and should under no circumstance be interpreted as financial, investment and/or legal advice.

7. Melius's Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by Melius, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the Melius business including, without limitation, IBO lists, sponsorship trees, and all Melius IBO information generated there from, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of the Company. The Company treats this information as proprietary and confidential, and therefore the information represents a trade secret. During the term of your contract with Melius, the Company grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and service developments, and IBO sales, earnings and other financial reports to facilitate your business.

8. Non-Solicitation Agreement. In accordance with the Policies and Procedures, you agree that during the period while you are an IBO, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Melius IBOs to compete with the Melius business.

9. Images / Recordings / Consents. You agree to permit the Company to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by the Company for any lawful purpose, and without compensation.

10. Modification of Terms. The terms of this Agreement may be modified as specified in Rule 1 in the Policies and Procedures.

11. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with Melius Marketing d as set forth in this IBO Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Dubai DMCC without regard to conflict of law provisions.

12. Dispute Resolution. All disputes and claims relating to Melius, its products or services, the rights and obligations of the Company and an IBO, or any other claims or causes of action relating to the performance of either the Company or IBO under the Agreement or the Melius Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in United Arab Emirates DMCC Regulation, or such other location as Melius prescribed, in accordance with the Arbitration Act and the Commercial Arbitration Rules of the United Arab Emirates DMCC Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. **Additionally, you agree not to initiate or participate in any class action proceeding against Melius, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding.** This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Melius from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

13. Time Limitation. If an IBO wishes to bring an action against the Company for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the

date of the alleged conduct giving rise to the cause of action. IBO waives all claims that any other statutes of limitations apply.

14. Refund Policy. Melius offers a seven (7) day satisfaction guarantee on all initial fees paid to the Company. All subsequent fees are nonrefundable. The digital nature of the service and the immediacy of the benefits make any possibility for a longer refund period commercially impractical.

15. Miscellaneous. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Melius and supersedes any prior agreements, understandings and obligations between you and the Company concerning the subject matter of your contract.

16. Notice of Right to Cancel. You may request a refund on your IBO enrollment fee if it's done within seven (7) business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice. To cancel your business with the Company please visit <https://support.melius.co/en/support/home> to log a ticket to request refund.

17. Submission of Electronic W-9. Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2), I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.