

Melius

STATEMENT OF POLICIES AND PROCEDURES

Effective August 20, 2018

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MELIUS

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DISTRIBUTOR CHARTER OF RIGHTS

We, at Melius, understand that our Representatives are the backbone of the company so we put our gratefulness in writing with a powerful IBO's CHARTER OF RIGHTS. This CHARTER OF RIGHTS ensures we have your best interest at Heart.

More than words—It's in Writing.

YOU HAVE THE RIGHT:

To a MELiUS Champions Club

To True Ownership and Protection

To Be Our Experts

To Explanation and Reasonable Notice

To Share in the Fun and Incentives

To Help Us Think Up What's Next

To Fair and Consistent Treatment

To Maintain Your Original Agreement

To receive important communication such as new products or price changes in advance with at least 30 days notice

To share direct customers feedback to make us better

To participate in voting system for future decisions to be made

To own and operate your own independent business

For your personal business relationships to be protected and honored

To be treated with mutual respect, honesty and loyalty

SECTION 1 – INTRODUCTION

1.1 - Policies Incorporated into IBO Agreement

The terms and conditions found in these Policies and Procedures (“Policies”), in their present form or as amended at any time by MELIUS EUROPE LTD (hereafter simply “Company” or “Melius”) in the future, are incorporated into and form an integral part of the Melius Independent Business Owner Agreement (“IBO Agreement”). Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Melius IBO Agreement, these Policies, and the Melius Compensation Plan. These documents are incorporated by reference into the IBO Agreement (all in their current form and as amended by the Company now or at any time in the future). It is the responsibility of each IBO to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new IBO, it is the responsibility of the sponsoring IBO to provide the most current version of these Policies and Procedures prior to any execution of the IBO Agreement.

1.2 - Changes to the IBO Agreement, Policies and Procedures, or Compensation Plan

Because different laws and regulations, as well as the business environment, periodically change, Melius reserves the right to amend the Agreement and the prices of its services in its sole and absolute discretion. Further, the Company reserves the right to withdraw any of its services at any time without notice. Notification of amendments shall appear in Company Official Materials. Amendments shall be effective upon publication in such Company Official Materials, including but not limited to any of the following: (i) posting on the Corporate website, <http://thinkmelius.com>; (ii) e-mail distribution; (iii) or any other commercially reasonable method. The continuation of an IBO's business or the acceptance of bonuses or commissions constitutes acceptance of all amendments.

1.3 - Delays

Melius shall not be responsible for delays and 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, flood, death, curtailment of a party's source of supply power or government decrees and/or orders.

1.4-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.

1.5 –Waiver

The Company never gives up its right to insist on compliance with the Agreement and with any applicable laws governing the conduct of a business. No failure of the Company to exercise any right or power under the Agreement or to insist upon strict compliance by an IBO with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the Company's right to demand exact compliance with the Agreement. Waiver by Melius can only be effectuated in writing by an authorized officer of the Company.

SECTION 2 – BECOMING AN INDEPENDENT BUSINESS OWNER

2.1 - Requirements to Become an Independent Business Owner (IBO)

To become an IBO of Melius, each applicant must:

- A. Be at least eighteen (18) years of age and have the legal capacity to enter into agreement with the Company;
- B. Reside in countries, territories, or general locales officially opened by Melius;
- C. Submit a properly completed and signed hardcopy or electronic IBO Agreement; and
- E. Submit payments in accordance with non-commissionable enrollment fees.

2.2 - New IBO Registration by the Internet

A prospective IBO may self-enroll on his or her sponsor's web site. In such event, Melius will accept the Agreement by way of an "electronic signature" rather than submission via physical hard copy of the Agreement. An IBO's acceptance of the "electronic signature" signifies his or her tacit acceptance of the terms and conditions of the IBO Agreement, as well as the acceptance and understanding of these Policies. Please note that such electronic signature constitutes a legally binding agreement between you and the Company.

2.3 - IBO Benefits

Upon the Company's acceptance of an IBO Agreement, the benefits of the Melius Compensation Plan and the IBO Agreement become immediately available. These benefits include the following rights:

- A. The ability to sell Melius products/services;
- B. The ability to participate in the Company Compensation Plan (i.e., receive bonuses and commissions, if eligible);
- C. Sponsor other individuals as customers ("Customers") and downline IBOs into the business, thereby building an organization and progressing through the Company Compensation Plan; and
- D. Receive periodic Company literature and other Corporate communications.

2.4-Terms and Renewal of a Melius Business

Twelve (12) months from the date of enrollment into Melius, an IBO must renew his or her business through the payment of a \$40 fee. If an IBO allows his or her business to expire due to nonpayment of this renewal fee, the IBO will lose any and all rights to his or her downline organization unless payment occurs within thirty (30) days.

Upon payment of the renewal fee within the thirty-day grace period, the IBO will resume the rank and position held immediately prior to the expiration of the Agreement. However, such IBO's paid as level will not be restored unless he or she qualifies at that payout level in the new month. The IBO is not eligible to receive commissions for the time period that the IBO's business was expired.

SECTION 3 – ACCEPTANCE OF RISK AND THE POLICY ON THE MELIUS INCOME DISCLAIMER

3.1 – Due Diligence

We at Melius expect you to confirm that the Company products and services you purchase will meet your needs. The information contained with the Melius services is for general information and educational purposes *only* and should under no circumstance be interpreted as financial, investment and/or legal advice. We do not make any guarantee that you will obtain a particular result or profits in the FOREX market. All information is designed to enable users of the Melius products and services to be able to invest independently, as **RESULTS MAY VARY**. The Company does not provide specific investment advice. You acknowledge that you have conducted sufficient due diligence with regards to the risks associated with FOREX and recognize that financial loss(es) may occur.

Investing and trading in FOREX is inherently risky and could potentially lead to permanent and significant and/or total monetary losses. You are strongly recommended to consult the advice of a legal and/or financial professional to establish if this type of investing suits your personal and financial situation and risk profile.

3.2 – Income Disclaimer

As a way to conduct better business practices, Melius hereby puts forth a disclaimer on income earnings (“Income Disclaimer”). This Income Disclaimer is to convey truthful, timely, and comprehensive information regarding the income that Melius IBOs may earn. To accomplish this objective, you must discuss and present the Income Disclaimer to all prospective IBOs.

A copy of the Income Disclaimer must be presented to a prospective IBO (someone who is not yet a party to a pre-existing IBO Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) includes all of the following: (i) statements of average earnings; (ii) statements of non-average earnings; (iii) statements of earnings ranges; (iv) income testimonials; (v) lifestyle claims; and (vi) hypothetical claims. An example of a “statement of non-average earnings” would be, “Our number one IBO earned over one million dollars last year,” or “Our average-ranking IBO makes three thousand dollars per month.” An example of a “statement of earnings ranges” would be, “The monthly income for our higher-ranking IBOs is eight thousand dollars a month on the low end up to twenty-five thousand dollars a month on the high end.”

In any meeting that is open to the public in which discussion of the Compensation Plan or any type of income claim occurs, you must provide every prospective IBO with a copy of the Income Disclaimer. Copies of the Income Disclaimer may be printed or downloaded without charge from the Company website.

SECTION 4 – ADVERTISING

4.1 - Adherence to the Melius Compensation Plan

IBOs must adhere to the terms of the Melius Compensation Plan as set forth in the Company’s Official Materials. You shall not offer the Melius opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in the Company’s Official Materials. You shall not require or encourage other current or prospective Customers or IBOs to participate in Melius in any manner that varies from the program as set forth in Company Official Materials. IBOs shall not require or encourage other current or prospective Customers or IBOs to execute any agreement or contract outside of that found in official Company agreements and contracts. Similarly, IBOs shall not require or encourage other current or prospective Customers or IBOs to make any purchase from, or payment to, any individual or other entity to participate in the Melius Compensation Plan other than those purchases or payments identified as recommended or required in Company Official Materials.

4.2 - Use of Sales Aids

To promote both the Melius products/services and opportunity, IBOs must only use the sales aids and support materials produced by the Company. Should a Melius IBO develop and use their own sales aids and promotional materials (which includes all forms of independent Internet advertising), notwithstanding any good intentions, the unintentional violation of any number of laws or regulations affecting the Melius business may occur. These violations, even if possibly few in number, could and likely would jeopardize the Melius opportunity for all. Accordingly, IBOs must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company’s approval prior to use. Unless you receive specific written approval to

use the material, your request shall be deemed denied. All IBOs shall safeguard and promote the good reputation of Melius and its products/services. The marketing and promotion of Melius, the Melius opportunity, the Compensation Plan, and Melius products/services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

4.3 -Intellectual Property

The Company will not allow the use of its trade names, trademarks, designs, or symbols outside of Corporate produced and approved sales aids without prior written authorization from the Company. Furthermore, no IBO may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another IBO without prior written consent from the corresponding IBO.

4.4 - Advertised Price

You may not advertise any of Melius' products/services at a price *LESS* than the highest Company published price. No special enticement advertising is allowed, such as (but not limited to) offers of free educational content, a free Melius business, or any other offer that grants advantages beyond those available through and provided by the Company.

4.5 -Media and Media Inquiries

IBOs must not initiate any interaction with the media or attempt to respond to media inquiries regarding Melius, its products/services, or an independent Melius business. All inquiries by any type of media must be immediately referred to the Melius Corporate Office. This is so the Company can better ensure the accurate and consistent flow of information to the public, as well more adequately reflect the Company's true public image.

SECTION 5 – OPERATING A MELIUS BUSINESS.

5.1 - Unauthorized Claims and Action

5.1.1 - Indemnification

An IBO is fully responsible for all of his or her verbal and/or written statements made regarding Melius products/services and the Compensation Plan, which are not expressly contained in Company Official Materials. IBOs agree to indemnify Melius and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Melius as a result of the IBO's unauthorized representations or actions. This provision shall survive the cancellation of the IBO Agreement.

5.2 –Endorsements of Melius Products & Services

No claims as to any services offered by Melius may be made except those contained in Company Official Materials.

5.3 - Conflicts

5.3.1 – Non-solicitations

Melius IBOs are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, during the term of this Agreement, IBOs may not directly or indirectly recruit other Melius Customers or IBOs other than those they have personally sponsored for

any other Network Marketing business. Following the cancellation of an IBO Agreement, and for a period of one (1) calendar year thereafter, with the exception of an IBO who is personally sponsored by the former IBO, a former IBO may not recruit any Melius Customer or IBO for another Network Marketing business.

5.3.2 - Targeting Other Direct Sellers

Should IBOs engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Melius products and services, they bear the risk of being sued by the other direct sales company. If any legal action is brought against an IBO alleging that they engaged in inappropriate recruiting activity of its Customers or sales force, Melius will not pay any of IBO's defense costs or legal fees, nor will Melius indemnify the IBO for any judgment, award, or settlement.

5.3.3 - Privacy and Confidentiality

All IBOs are required to abide by the Company's Privacy Policy with regards to Customer or IBO information.

5.3.4- The Data Management Rule

The Data Management Rule is intended to protect the Line of Sponsorship (LOS) for the benefit of all IBOs, as well as Melius. LOS information is information compiled by the Company 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 IBO information generated therefrom, in its present and future forms. The Melius LOS constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. Melius is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by Melius and its IBOs. Through this Rule, IBOs are granted a personal, non-exclusive, non-transferable and revocable right by Melius to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies and Procedures. The Company reserves the right to deny or revoke this right, upon reasonable notice to the IBO stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of Melius, such is necessary to protect the confidentiality or value of Proprietary Information. All IBOs shall maintain Proprietary Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof.

5.4 - Cross –Group Sponsoring

Actual or attempted cross-group sponsoring is strictly prohibited. "Cross-group sponsoring" is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current Customer number or IBO Agreement on file with Melius, or who has had such an agreement within the preceding twelve (12) calendar months, within a different line of sponsorship. The use of a fictitious identification number to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Melius business in accordance with these Policies and Procedures.

5.5 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, IBOs shall not represent or imply that Melius or its Compensation Plan have been "approved," "endorsed," or otherwise sanctioned by any government agency.

5.6 -Identification

Upon enrollment, the Company will provide a unique IBO Identification Number to the IBO by which they will be identified. This number will be used to place orders and track commissions and bonuses.

5.7 - Independent Contractor Status

You are an independent contractor. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an independent business owner. You have no authority to bind Melius to any obligation. You are responsible for paying any applicable taxes in relations to laws, ordinances, codes, regulations, statutes or treaties. You must obey any and all laws, ordinances, codes, regulations, statutes or treaties, as well as Company rules and regulations pertaining to your independent Melius Business or the acquisition, receipt, holding, selling, distributing or advertising of Melius's products and services.

IBOs may not answer the telephone by saying "Melius," "Melius Headquarters," or by any other manner that would lead the caller to believe that they have reached the Corporate offices. You may only represent yourself as an independent business owner of Melius. Therefore, all correspondence and business cards relating to or in connection with your Melius business shall contain your name followed by the term "Independent Business Owner" or simply "IBO."

5.8 – Stacking

Stacking is the unauthorized manipulation of the Melius compensation system and/or the marketing plan to trigger commissions or cause a promotion off a downline IBO in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline participant (who may not know or have any relationship with a Customer) to trigger unearned qualification for commissioning. Another example of stacking is the manipulative placement of IBOs within a downline organization as to trigger a promotion. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the IBO's positions of all individuals found to be directly involved.

5.9 - One Melius Business Per IBO

An IBO may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Melius business. No individual may have, operate or receive compensation from more than one Melius business. Individuals of the same family unit may each enter into or have an interest in their own separate Melius businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

5.10 - Sale, Transfer, or Assignment of a Melius Business

Although a Melius business is a privately owned, independently operated business, the sale, transfer or assignment of a Melius business is subject to certain limitations. If an IBO wishes to sell their Melius business, the following criteria must be met:

- A. Protection of the existing line of sponsorship must always be maintained so that the Melius business continues to be operated in that line of sponsorship;

- B. The buyer or transferee must become a qualified Melius IBO. If the buyer is an active Melius IBO, they must first terminate their Melius business and wait six (6) calendar months before acquiring any interest in the new Melius business;
- C. Before the sale, transfer, or assignment can be finalized and approved by Melius, any debt obligations the selling IBO has with Melius must be satisfied; and
- D. The selling IBO must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign a Melius business.

Prior to selling a Melius business, the selling IBO must notify Melius's Compliance Department of their intent to sell the Melius business. No changes in line of sponsorship can result from the sale or transfer of a Melius business. An IBO may not sell, transfer, or assign portions of their business—the position must be sold in its entirety.

5.11- Sponsoring

All Active IBOs in good standing have the right to sponsor and enroll others into Melius. Each prospective Customer or IBO has the ultimate right to choose his or her own Sponsor. If two IBOs claim to be the Sponsor of the same new IBO or Customer, the Company shall regard the first application received by the Company as controlling.

SECTION 6 – AN IBO'S RESPONSIBILITIES

6.1 – Change of Address, Telephone, Email-Address

To ensure timely communications, delivery of support materials and commission checks, it is critically important that the Company's files are current. IBOs planning to move or change their email address must submit an amended IBO Agreement complete with the new information.

6.2 – Responsibilities of a Sponsoring IBO

6.2.1 – Initial Training

Any IBO who sponsors another IBO into Melius must perform a bona fide assistance and training function to ensure that their downline is properly operating their Melius business. IBOs must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Compensation Plan to individuals whom they are sponsoring to become IBOs before the applicant signs an IBO Agreement.

6.2.1 – Ongoing Training Responsibilities

IBOs must monitor the IBOs in their downline organizations to ensure that downline IBOs do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every IBO should be able to provide documented evidence to Melius of their ongoing fulfillment of the responsibilities of a Sponsor.

6.3 – Non-disparagement

IBOs must not disparage, demean, or make negative remarks about Melius, other Melius IBOs, Melius's products and services, the Compensation Plan, or Melius's owners, board members, directors, officers, or employees.

6.4 - Reporting Policy Violations

IBOs observing a Policy violation by another IBO should submit a written report of the violation directly to the attention of the Company Compliance Department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

SECTION 7 – BILLING

An IBO must submit payment of certain fees at the time of enrollment. These payments include \$45 for a Starter Kit. This fee is non-commissionable. However, Melius does not require an IBO to purchase any products/services as a condition to his/her participation in the income opportunity.

SECTION 8 – COMMISSIONS AND REFUND POLICY

8.1 - Bonus and Commission Qualifications

In order to qualify to receive commissions and bonuses, an IBO must be in good standing and comply with the terms of the Agreement and these Policies and Procedures. An IBO will qualify to receive all Melius commissions and bonuses so long as he, she or it fulfills the requirements prescribed within the Compensation Plan. For more information, please see the Melius Compensation Plan.

8.2 - Errors or Questions

If an IBO has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the IBO must notify Melius in writing within thirty (30) days from the date of the purported error or incident in question. Melius will not be responsible for any errors, omissions, or problems not reported to the Company beyond these initial 30 days.

8.3 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (i) the enrollment of individuals or entities without the knowledge of and/or execution of an IBO Agreement by such individuals or entities; (ii) the fraudulent enrollment of an individual or entity as an IBO or Customer; (iii) the enrollment or attempted enrollment of non-existent individuals or entities as IBOs or Customers (“phantoms”); (iv) purchasing Melius services on behalf of another IBO or Customer, or under another IBO’s or Customer’s ID number, to qualify for commissions or bonuses; and/or (v) any other 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.

8.4 - Reports

All information provided by Melius, including but not limited to personal sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments, an IBO whose IBO Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A Melius participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or the appropriate cancellation email address.

8.5 – Refund Policy

Melius offers a seven (7) day satisfaction guarantee on all initial fees paid to the company. All subsequent fees are nonrefundable. When a refund is requested by an IBO the bonuses and commissions attributable to the refunded service will be deducted from the IBO who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

SECTION 9 –DISCIPLINARY PROCEEDINGS

9.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any laws, regulations, international statutes or treaties, or any act or omission by an IBO 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 IBO's Melius business), may result, at Melius's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the IBO 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;
- With holding from an IBO all or part of the IBO's bonuses and commissions during the period that Melius is investigating any conduct allegedly contrary to the Agreement. If an IBO's business is cancelled for disciplinary reasons, the IBO will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's IBO Agreement for one or more pay periods;
- Involuntary termination of the offender's IBO Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which Melius deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IBO's policy violation or contractual breach;
- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of Melius.

9.2 - Mediation

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. 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 ten (10) days in advance of the mediation. Each party shall pay its own

attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Miami, Florida and shall last no more than two (2) business days.

9.3 - Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. IBOs waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Miami, Florida. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel 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 of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

Nothing in these Policies and Procedures shall prevent Melius from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Melius's 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.

9.4 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Florida. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of Florida shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in this Agreement, residents of the State of Louisiana shall be entitled to bring an action against Melius in their home forum and pursuant to Louisiana law.

SECTION 10 – EFFECT OF TERMINATION

So long as an IBO remains active and complies with the terms of the IBO Agreement and these Policies, Melius shall pay commissions to such IBO in accordance with the Compensation Plan. An IBO's bonuses and commissions constitute the entire consideration for the IBO's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organization). Following an IBO's non-continuation of his or her IBO Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her IBO Agreement (all of these methods are collectively referred to as "Cancellation"), the former IBO shall have no right, title, claim or interest to the downline organization which he or she operated, or any commission or bonus from the sales generated by the organization. IBOs waive any and all rights, including, but not limited to, property rights, in the downline which they may have had. Following an IBO's

cancellation of his or her IBO Agreement, the former IBO shall not hold him or herself out as a Melius IBO and shall not have the right to sell Melius products/services. An IBO whose IBO Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A Melius participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at the appropriate Company email address.

SECTION 11 – DEFINITIONS

AGREEMENT: The contract between the Company and each IBO, which includes the following: (i) the Independent Business Owner Agreement, the Melius Policies and Procedures, and the Melius Compensation Plan -- all in their current form and as amended by the Company in its sole and absolute discretion. These documents are collectively referred to as simply the “Agreement.”

CANCEL: The termination of an IBO’s business. Cancellation may occur by way of voluntary/involuntary actions and conduct.

COMPENSATION PLAN: The guidelines and referenced literature for describing how a Melius IBO can generate commissions and bonuses.

Customer: One who merely purchases the Melius products/services, neither engaging in the sale of such services or the building of an independent business.

INDEPENDENT BUSINESS OWNER: One who purchases Melius products/services and generates sales and commissions.

LINE OF SPONSORSHIP (LOS): A report generated by Melius that provides critical data relating to the identities of IBOs, sales information, and the enrollment activity of each IBO’s organization. This report contains confidential and trade secret information which is proprietary to Melius.

ORGANIZATION: The Customers and IBOs placed below a particular IBO.

COMPANY OFFICIAL MATERIAL: Any literature, audio, and other materials developed, printed, published, and distributed by Melius to its Independent Business Owners.

PLACEMENT: Your position inside your Sponsor’s organization.

RECRUIT: For purposes of Melius’s Conflict of Interest Policy, the term “Recruit” means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Melius Customer/IBO to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

SPONSOR: An IBO who enrolls and subsequently trains a Customer/IBO into the Company, and is listed as the Sponsor on the IBO Agreement.

UPLINE: This term refers to the IBO(s) above a particular IBO in a sponsorship line up to the Company. It is the line of sponsors that links any particular IBO to the Company.