

# Oliabo Policies & Procedures for Independent Representatives and Affiliates

Effective Date: October 20, 2025

## Section 1 – Why does Oliabo have Policies and Procedures?

1. To provide clear direction for each Representative on how to run an independent business.
2. To provide a resource for operational and compliance guidelines.
3. To provide rules to protect the Representative, the customer, and the Company.

These Policies and Procedures (“Policies and Procedures” or “Agreement” or “Agreement”) are effective as of the date first displayed above and govern the way you, as an Independent Representative (“Independent Representative” or “Representative”) or Affiliate conducts business with Oliabo, LLC (“OLIABO” or the “the Company), other Representatives, Affiliates and/or customers. The Company endeavors to enforce the Policies and Procedures on a uniform and nondiscriminatory basis. However, any failure to enforce any of the provisions of the Policies and Procedures with one Representative or Affiliate does not waive the Company’s right to enforce any such provision(s) with that same Representative/Affiliate or any other Representative/Affiliate.

Oliabo’s Policies and Procedures in their current form and as may be amended by the Company, the Compensation Plan, the Representative/Representative Agreement Terms and Conditions and the Privacy Policy, are by this reference incorporated into, and form an integral part of, of what is collectively referred to as the “the Agreement” or “this Agreement”. Each Representative and Affiliate has the responsibility to read, understand, and adhere to the Agreement and ensure that he or she is aware of and operating under the most current version of the Agreement. By agreeing to the Agreement or agreeing to the Representative Terms and Conditions Agreement, by utilizing the Representative’s Back Office, or accepting Commissions from the Company, a Representative demonstrates that he or she has read, understands, and consents to abide and be bound by the Agreement and any amendments thereto.

The Company may amend any part of the Agreement in its sole discretion from time to time as laws and business circumstances change; however, notice of any amendment will be published by the Company in the Representative or Affiliates Back Office and/or the OLIABO website. All changes and/or amendments are effective immediately as of the date published; however, any changes or amendments that affect the financial obligations of the Representative or Affiliate shall only be effective after 30 days’ notice to the Representative or Affiliate. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. It is the responsibility of all Representatives or Affiliate to regularly review the most recently published Agreement, located in the Representative’s or Affiliate’s Back Office. The Company will also provide a copy of the most current Agreement upon the Representative’s or Affiliate’s request.

Although Oliabo seeks to provide a copy of these Policies and Procedures to new Representatives and Affiliates, it is also requested that each Representative or Affiliate provide a copy of these Policies and Procedures to each new Representative that is personally sponsored or recruited and to require that the new Representative review these Policies and Procedures.

## **Section 2 – Company Contact Information**

### **OLIABO, LLC**

Address: 488 East Winchester Street, Suite 460, Murray, UT 84107

Customer Service: support@oliabo.com

Website: Oliabo.com

## **Section 3 – Code of Ethics**

**3.1.** The Company has made a commitment to provide its Representatives and Affiliates with high quality products. A Representative or Affiliate may purchase products directly from the Company for both personal use and for resale to consumers. In turn, a Representative or Affiliate agrees to represent the products and income opportunity in an ethical and professional manner. Each Representative or Affiliate agrees to abide by the following Code of Ethics:

**3.2.** As an Independent Representative or Affiliate:

(a) I will be respectful of people I meet or am with while working my OLIABO business. This also includes any and all travel for and with OLIABO and while attending OLIABO events or on trips.

(b) At all times, including traveling with and for OLIABO events, I will conduct myself and my business in an ethical, moral, legal, and financially sound manner and will not engage in any deceptive or illegal practice.

(c) I will not communicate disparaging comments about Representatives, Affiliates or OLIABO, OLIABO management, or employees.

(d) I will not engage in activities that would bring disrepute to the Company, other Representatives, Affiliates or myself.

(e) I will be truthful in my representation of the products and will make no product claim that is not contained in and supported by official Company publications.

(f) I will fulfill my leadership responsibilities as a sponsor by training, assisting, and otherwise supporting the Representatives in my downline organization.

(g) I will correctly and lawfully represent the Compensation Plan and will not make, advertise, or communicate any income or earnings claims.

(h) I will abide by the terms and conditions of the Agreement.

(i) I will honor the terms of the product return policy which as published in the Representative Back Office and/or Oliabo website and refund policies with all of my direct customers.

(j) I will respect the sponsor relationship of every other Representative and I will neither attempt to interfere with or change these relationships, nor make disparaging or untrue claims about other Representatives.

(k) I will refrain from soliciting to, selling, or using my relationship or the personal and private information of other OLIABO Representatives or Affiliates to which I have access.

(l) I understand my personal information may be viewed and used by Representatives of my upline. However, any attempt to misuse the information of other Representatives or Affiliates constitutes a breach of this Agreement.

(m) I expressly acknowledge that I am being engaged as an independent contractor and not as an employee of the Company. I further acknowledge that no statutory deductions will be made from payments of commissions because I am an independent Contractor and that my earnings under this Agreement will not qualify for eligibility for unemployment insurance or any other benefits. I shall deduct and remit or pay all necessary taxes and statutory amounts, including without limitation, income taxes, employment insurance and pension plan contributions, or other similar taxes and statutory deductions applicable to me, required as a result of payments under this Agreement or in respect of the commissions. If required, I will also maintain workers compensation, sickness and accident insurance or similar registration applicable in respect of the jurisdiction where my work is being performed, including, without limiting the generality of the foregoing, any applicable registration with the Workers Compensation Board or its equivalent in my jurisdiction, which may be required, in good standing at all times during the term of this Agreement and provide proof of same on request by the Company.

(n) I acknowledge that I am an independent Contractor and not an employee of the Company. As such, I will not be eligible for any standard employment benefits (e.g. vacation, holiday, or overtime pay), nor will I or my family members be covered by any Company employee health and welfare benefits (collectively "Benefits"). Even if a Court or Administrative body later determines that I am an employee, I hereby waive all rights to any Benefits even if I become eligible under the terms of and benefit plans.

(o) I shall indemnify the Company for any claims relating to my independent Contractor status including any claims by me, other Independent Representatives, Affiliates and contractors, or any government authority or agency arising out of payment of the commissions or claims for Benefits, claims for contributions for taxes, withholding, unemployment, or workers compensation as a result of work performed under this Agreement, including any amendments thereto, including reimbursement of all legal fees incurred to consider, defend against or settle any such liability.

(p) I acknowledge that this Agreement can be terminated by either Party effective immediately in the event of a breach of this Agreement or should the Company at its discretion believe that it is in the best interest of the Company to so terminate the agreement, then Company may terminate this Agreement.

(q) I will refrain from making any medical or disease-related claims about Oliabo products, as the products are not medicine and are not intended to diagnose, treat, cure, or prevent any disease.

## **Section 4 – Enrolling as an OLIABO Independent Representative or Affiliate**

**4.1.** What does it take to qualify as an OLIABO Representative or Affiliate?

(a) Be at least 18 years of age;

(b) Be a United States citizen and resident OR RESIDENT OF A COUNTRY IN WHICH OLIABO DOES BUSINESS;

(c) Have a Social Security number or Tax Identification Number;

(d) Have a valid email address;

(e) Enroll in OLIABO as either an individual or business entity through an OLIABO Representative's or Affiliate's website;

(f) Set up and activate a method for commissions to be paid;

(g) Agree to all terms and conditions of the Agreement;

(h) If a Representative, pay the annual fee if applicable;

(i) Have no other Oliabo Rep accounts. Only one Representative account is allowed per person. This prohibition also includes accounts in the names of minor children, corporate entities (including LLCs) or spouses. If a representative of your immediate household engages in activities that violate the Agreement (including these Policies and Procedures) you will be considered to be in violation of the Agreement, and OLIABO may take disciplinary action against you. Similarly, in the case of a Representative or Affiliate that is a business entity, if any individual associated with that entity violates the Agreement, these actions constitute a breach of this Agreement.

(j) If enrolling as a business, then all of the above requirements must be met by the business owner(s).

#### **4.2. Responsibilities**

(a) As a Representative or Affiliate, you are responsible to:

(i) Run your business ethically, fairly, and in compliance with these Policies and Procedures as well as all other terms and conditions of the Agreement implemented by OLIABO

(ii) Follow the Policies and Procedures herein as well as the intent of the Policies and Procedures should there be any ambiguity

(iii) Comply with local, state, and federal laws

(iv) Provide high quality service to your customers

(v) While actively working as an Independent Representative, provide assistance and leadership to any person you personally sponsor

(vi) Be supportive to other Representatives in your Team or Company

(vii) Protect the name, image, and intellectual property of the OLIABO brand

(viii) Keep all of your contact information updated. This can be done in your Representative Back Office.

(b) Independent Contractor

(i) As a Representative, you are an independent Contractor and not an employee or partner of the company. You are responsible to keep track of your own expenses and file your own taxes, both state and federal, pursuant to Section 3.2(m) of this Agreement.

(c) 1099-Misc

(i) If you earn \$600 or more in non-employee compensation, prizes, and incentives, or you resell \$5,000 or more in product in a given tax year, OLIABO will supply you with an IRS form 1099-Misc showing the amount of non-employee compensation you received for the year.

(d) Term of Representative Agreement

(i) The term of your Representative agreement is one year from your enrollment date ("the Term"). It automatically renews annually based on the terms of the Policies and Procedures so long as you remain Active and this Agreement has not been terminated. Upon renewal of this Agreement or continued participation as an Independent Representative, you agree to be bound by all terms and conditions of the Agreement, regardless of whether they were changed or amended.

(e) Activity Requirement

(i) You must personally generate at least 100 PV in any given six-month period to remain active as a Representative.

(ii) At the end of any given six-month period, any Representative that does not have a cumulative PV of 100 in the period can have her/his Representative Agreement canceled by Oliabo.

(iii) Newly enrolled Representatives will commence their initial six-month activity period effective from their official date of enrollment. To remain active, each Representative must personally generate a minimum of **100 Personal Volume (PV)** within any given six-month period.

## Section 5 – Cancellation

### 5.1. The Term of this Agreement may be terminated:

(a) By either Party effective immediately in the event of a material breach of this Agreement;

(b) By the Independent Representative or Affiliate upon thirty (30) days' written notice.

(c) By the Company at Company's sole discretion upon notice.

**5.2.** If this/your Agreement is canceled (voluntarily or involuntarily), OLIABO shall pay you any compensation that the Company owes to the Independent Representative or Affiliate but is unpaid as of the effective date of termination of the Independent Representative's or Affiliate's Services.

**5.3.** After cancellation, as long as your Agreement was not terminated by the Company, you may reactivate as a Representative or Affiliate.

(a) If you reactivate within 6 months of cancellation:

(i) You must retain your previous Representative ID number, and unless OLIABO determines otherwise:

(ii) You may not change your sponsor.

(iii) You may not have any of your previous downline reassigned to you.

(iv) You are not eligible for any new Representative programs or awards from OLIABO.

(b) If you reactivate 6 months or more after cancellation:

(i) You can't retain your previous Representative ID number.

(ii) You may change your sponsor, but are not required to do so.

(iii) You may not have any of your previous downline reassigned to you.

(iv) You are eligible for any new Representative programs or awards from OLIABO.

## **Section 6 – Suspension of Agreement for Prolonged Absences**

Upon written notice from the Independent Representative or Affiliate, OLIABO may suspend the Independent Representatives 'or Affiliate's business for absences related to the birth or adoption of a child, military assignments, or care for oneself or family Representatives due to prolonged illnesses. Oliabo may also suspend the Independent Representative's or Affiliate's business for what Oliabo believes is a violation of these and other agreements with Oliabo.

## **Section 7 – Change of Address, Contact Information, and Returns**

**7.1.** It is the responsibility of the Representative or Affiliate to update any contact information or payment information within the Representative Back Office.

OLIABO is not responsible for misdirected communications, undeliverable payments etc. resulting from a Representative's or Affiliate's failure to update contact information.

## **Section 7 - Returns**

**7.2.** Oliabo has a Thirty (30) day money-back guarantee return policy that is published in the Representative Back Office and/or Oliabo website.

## **Section 8 – Recruiting**

### **8.1. Opportunity and Responsibility**

- (a) All Representatives have the opportunity to sponsor other individuals into their Teams.
- (b) Recruiting is not a requirement to be compensated for personal sales.
- (c) Any individual who wants to enroll with you as a Representative in OLIABO must enroll on your OLIABO Independent Representative Personal Website.
- (d) You have the responsibility to provide support to any Representative you personally sponsor.
- (e) Although these Policies and Procedures are provided by OLIABO, you should also provide a copy of these Policies and Procedures to any Representative you personally sponsor and inform the new Representative that these Policies and Procedures must be read and followed.

### **8.2. Recruiting Other Companies' Representatives**

- (a) If a Representative or Affiliate from another company contacts you, or in your normal course of business you meet a Representative or Affiliate from another company that desires to join OLIABO, it is acceptable to offer them the opportunity to join. It is, however, a breach of the Policies for any OLIABO Representative or Affiliate to entice someone to leave a company with which they are currently enrolled through negative or deceptive practices, or to target Representatives or Affiliates from any specific company for the purpose of enticing them and/or other team Representatives or Affiliates to join OLIABO.

### **8.3. Cross-Recruiting**

“Cross sponsoring” occurs when a Representative knowingly enrolls (or attempts to enroll) another Representative or a former Representative under him or her when that Representative is enrolled in a different line of sponsorship, or the former Representative was enrolled in a different line of sponsorship within the past six months. This behavior is strictly prohibited. The use of any real or fictitious name, identification, or ID number in an effort to circumvent this Agreement is considered fraudulent behavior and will not be tolerated. Additionally, you are not allowed to demean, discredit, or defame other Representatives in an effort to entice another Representative to become part of your downline organization. If you discover cases of cross sponsoring you must immediately report this activity to OLIABO. When cross sponsoring occurs, it is OLIABO's right to take action against the offending Representative, as well as any Representative who encouraged or participated in cross sponsoring in any way. OLIABO may also choose to restore or move all or part of the offending Representative's downline back to his or her original downline organization at its sole discretion. Representatives involved in cross sponsoring waive all claims and causes of action against Oliabo relating to the disposition of the cross-sponsored Representatives downline organization.

## **Section 9 – Joining Other Companies as a Sales Representative or Affiliate**

### **9.1. Conditions**

(a) For the term of your provision of services as an Independent Representative or Affiliate to OLIABO, you may join other companies with the following limitations and limitations specified elsewhere herein:

(i) While an Active OLIABO Representative you may not join or participate in another company that directly markets products that are competitive to Oliabo products through a direct sales model as offered by OLIABO (a “Non-Complementary Non-OLIABO program”).

(ii) You cannot sponsor, solicit, refer, or recommend any of your currently enrolled OLIABO Representatives into another company or business or use any information about OLIABO Representatives other than for the Company’s benefit.

(iii) You may not use any social media site on which you have discussed or promoted Oliabo or OLIABO’s products to directly or indirectly recruit OLIABO Representatives or other third parties for other direct selling, multilevel marketing, or network marketing business ventures or other marketing or business opportunities. Additionally, the following must be adhered to:

- a) You, or Representatives of your immediate household, may not sell, or attempt to sell, any competing non-OLIABO products. Any product in the same generic category as an OLIABO product is deemed to be competing, regardless of differences in cost, quality, whether the product is not a primary product of the competitor, or other distinguishing factors.
- b) You, or Representatives of your Immediate Household, may not sell, or attempt to sell, copycat, counterfeit, or non-authentic products when such products are related in any way to the conducting or maintaining of an OLIABO business.
- c) You may not display OLIABO promotional materials, sales aids, or products with or in the same location as any non-OLIABO promotional materials, sales aids, or products.
- d) You may not offer the OLIABO business opportunity or OLIABO products to prospective or existing OLIABO Representatives or customers in conjunction with any non-OLIABO business opportunity or products.
- e) You may not offer any non-OLIABO business opportunity or products at any OLIABO-related meeting, seminar, convention, webinar, teleconference, or other function.
- f) You may not use OLIABO information, events, websites, or assets to sell non-OLIABO products

(iv) Once you reach a status or ranking of an OLIABO VENTI or if OLIABO promotes you or allows you to appear and present at an Oliabo sponsored event, it would be considered a conflict of interest and breach of the duty of loyalty, and this Agreement for an OLIABO Representative to join another competing or direct sales related company without first getting written approval from OLIABO management. Doing so could result in a demotion or other disciplinary action as deemed appropriate by the Company, including but not limited to termination. Should this provision conflict with any other provision, this provision shall control.

(b) Honesty in Enrollment of Others

(i) Any Representative or Affiliate who falsifies the enrollment of another person or a phantom person will be canceled immediately.

(ii) You may not use your credit card to enroll another person in OLIABO.

(iii) The only accepted payment methods are those accepted by our merchant processor.

(c) Changing Sponsor

(i) While an Active Representative, you cannot change your personal sponsor. There are exceptions that may be made but they must be first approved by corporate. These exceptions are extenuating circumstances, and if a Sponsor is in violation of Oliabo Policies & Procedures. If a qualifying request is approved by corporate, it must then be approved by the original Sponsor along with the original Sponsor's entire upline. Approval must be given in writing by signatures of each Representative of the Representative's upline. Only one change of Sponsor will be allowed and/or approved for any Representative account. And within any Sponsor's first line, only one Rep account may be moved.

(ii) If your sponsor is canceled for any reason, you may be moved up to the next Active Representative who then becomes your personal sponsor.

(d) Representatives waive any and all claims against OLIABO, its officers, directors, owners, employees, and agents that relate to or arise from the company's decisions regarding the disposition of any downline organization that develops below an organization that has improperly changed lines of sponsorship.

## **9.2. Non-Solicitation**

(a) To protect OLIABO's brand and the integrity of Independent Representatives' or Affiliate's businesses, as a condition of this Agreement with OLIABO, Representatives understand and agree that they must avoid certain types of competition and potentially confusing direct sales programs and must operate any Non-Complementary Non-OLIABO program business separately and apart from their OLIABO business. During the term of this Agreement, Independent Representatives may not:

(i) Directly or indirectly, in any manner, promote, market, or sell the products or services of a Non-Complementary Non-OLIABO program without the prior written consent of the Company;

(ii) Directly or indirectly, recruit, solicit, or sponsor any other Independent Representative or Affiliate to participate in, form a relationship with, promote, sell, or purchase the products or services of, associate with, or encourage any employee, personnel, or independent Agreement or to terminate their relationship with a Non-Complementary Non-OLIABO program; or

(iii) Directly or indirectly, or through a third party, engage in actual or attempted recruitment, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way another OLIABO Representative or Affiliate to enroll or participate in a Non-Complementary Non-OLIABO program.

(b) During the term of this Agreement and for a period of six (6) calendar months after the termination of this Agreement, regardless of the reason (the "Restricted Period"), Independent Representatives shall not do any of the following:

(i) Engage in, perform services for, or have any financial interest in (including as an employee, independent Contractor, consultant, or owner) any Non-Complementary Non-OLIABO program in any geographical area that is within 25 miles of any city or county of any state or other location where OLIABO or OLIABO Independent Representatives engage in the business of selling nutritional or skin care products through a direct sales model through or on social media accounts, posting on social media accounts, and displaying OLIABO products, if the services performed for a Non-Complementary Non-OLIABO program are the same as or similar to the services performed for OLIABO during the term of this Agreement or the term of the Independent Representative's relationship with OLIABO, provided that nothing in this subparagraph prohibits the Independent Representative from owning up to five (5%) percent of the issued and outstanding shares of any publicly traded corporation;

(ii) Solicit or encourage any customer that an Independent Representative or Affiliate sold OLIABO products to or prospective Customer with whom Independent Representative had direct contact in the twelve (12) months preceding the termination of Independent Representative's or Affiliate's services to OLIABO to: (a) curtail or cancel any business such customer or prospective customer transacts with OLIABO or other Independent Representatives or Affiliates; or (ii) become a customer of any Non-Complementary Non-OLIABO program;

(iii) Solicit or encourage any other Independent Representative or Affiliate or prospective Independent Representative or Affiliate with whom the Independent Representative or Affiliate had direct contact in the twelve (12) months preceding the termination of Employee's employment to: (a) curtail or cancel any business such Independent Representative, Affiliate, or prospective Independent Representative transacts with OLIABO; (b) request encourage, induce, or attempt to induce any such Independent Representative or Affiliate to end their relationship with OLIABO; or (c) become an employee or independent Contractor of any other business entity;

(iv) Request, encourage, induce, or attempt to influence any supplier of goods or services to OLIABO to curtail or cancel any business it transacts with OLIABO;

(v) Request, encourage, induce, or attempt to induce any current employee of OLIABO to end their employment relationship with OLIABO;

(vi) Hire, attempt to hire, or participate in any way in the selection or hiring of (whether as an employee, independent Contractor, or consultant), any person who was an

employee, independent Contractor, or consultant of OLIABO in the twelve (12) months preceding the termination of the Independent Representative's relationship or Affiliate with OLIABO; or

(vii) Request, encourage, induce, or attempt to induce any then-current employee, independent Contractor, or consultant of OLIABO to work for, render services to, provide advice to, or supply Confidential information (as defined in Section 11.3) to, any other business entity.

(c) If the Independent Representative violates any of the restrictions set forth in this Section 11.2, the post-employment time limitations for such restrictions will be extended for a period of time equal to the period of time during which Independent Representative violated such restrictions. If OLIABO seeks relief for such breach before any court, agency, or other tribunal, the time limitations for such restrictions will be extended through the pendency of such proceedings, including all appeals.

(d) If the duration, geographical scope, or any business activity covered this Section 11.2 vis determined by a court of competent jurisdiction to be in excess of what is enforceable under applicable law, the parties agree that such provision shall be construed to cover only that duration, geographical scope, or activities that are enforceable. The parties agree that all other provisions of this Agreement shall remain in full force and effect in accordance with their terms. Employee acknowledges and expressly stipulates that this Agreement be given the construction which renders its provisions enforceable to the maximum extent possible under applicable law.

(e) The Independent Representative or Affiliate agrees that a breach by Independent Representative or Affiliate of the provisions of this Agreement, including, but not limited to, any breach of the provisions of this Section 11.2 or Section 11.3 will cause irreparable damage to OLIABO incapable of measurement and for which money damages alone would be an insufficient remedy. Therefore, in the event of such breach or threatened breach, OLIABO, in addition to any other remedies available at law or in equity, shall be entitled to a temporary restraining order and preliminary/temporary and permanent injunctions from a court of competent jurisdiction restraining the Independent Representative or Affiliate (and the Independent Representative's or Affiliate's partners, agents, employees and Representatives, if applicable) from breaching or continuing any breach of any of the provisions of this Agreement. The remedies contained herein are not exclusive, but are cumulative, and OLIABO may pursue any and all other relief available to it in either law or equity.

(f) The Independent Representative and Affiliate hereby further acknowledges and agrees that the restrictions set forth in this Section are reasonably designed to eliminate unfair business practices that would otherwise be harmful to OLIABO; do not interfere with or stifle the Independent Representative's or Affiliate's exercise of his or her inherent skill and experience; would not operate as a bar to Independent Representative's sole means of support; are fully and reasonably required to protect the legitimate interests of OLIABO; and do not confer a benefit upon OLIABO disproportionate to the detriment to the Independent Representative or Affiliate. The Independent Representative or Affiliate further represents and acknowledges that in the event of termination of this Agreement for any reason, the Independent Representative's or Affiliate's experience and capabilities are such that the Independent Representative or Affiliate can obtain employment that does not involve the a Non-Complementary Non-OLIABO program business or otherwise violate this Agreement and that enforcement of this Agreement by way of injunction will not prevent the Independent Representative or Affiliate from earning a livelihood. The Independent Representative or Affiliate certifies that he or she has had the opportunity to

discuss this Agreement with such advisors as he or she chooses and understands its provisions and has entered into this Agreement freely and voluntarily.

In furtherance of these provisions, you agree that you shall not take any action that may reasonably be foreseen to result in inviting an inquiry from other OLIABO Representative or Affiliate relating to your other direct selling business. You acknowledge and agree that because network and multi-level marketing is conducted through networks of independent Contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, you agree that this non-solicitation provision shall apply to the United States and to all international markets in which OLIABO Representatives or Affiliates are located. You further acknowledge and agree that the restrictions contained in this Section 11.2 are fair and reasonable in scope and duration, are necessary to protect OLIABO's legitimate business interests, and are a material inducement to Oliabo entering into this agreement with you. The provisions of this Section 11.2 shall survive the termination or expiration of the Agreement.

### **9.3. Non-Disclosure**

OLIABO will make available to you certain information and reports (e.g., Downline Reports, order history reports, and contact lists) needed to run and grow your OLIABO business. All such information and reports are confidential and are classified as proprietary information and business trade secrets (including under the Uniform Trade Secrets Act) exclusively belonging to OLIABO and are referred to herein as "Confidential Information." This Confidential Information is made available to you in the strictest confidence and for the sole purpose of assisting you in working with your downline organizations in the development of your team and your business. You may not use any Confidential Information for any purpose other than for developing your OLIABO business. If you participate in any other party planning, direct selling, or multilevel marketing ventures, you are not eligible to have access to certain Confidential Information, including, but not limited to, downline reports. You may use the Confidential Information to assist, motivate, and train your downline, and for no other purpose. In so doing, you may not disclose the Confidential Information to any third party, including, without limitation, your downline. You agree that, but for this agreement of confidentiality and nondisclosure, OLIABO would not provide Confidential Information to you. The misuse of Confidential Information may subject you to disciplinary action and/or the termination of your agreement with OLIABO. Such misuse of Confidential Information may also subject you to liability under both state and federal Law. The provisions of this Section 11.3 shall survive the termination or expiration of the Agreement.

To protect the Confidential Information, you agree that you shall act as a fiduciary of OLIABO with respect to such Confidential Information and shall not, on your own behalf or on behalf of any other individual, partnership, association, corporation, or other entity:

(a) Directly or indirectly disclose any Confidential Information to any individual, partnership, association, corporation, or other entity;

(b) Directly or indirectly disclose, to any individual, partnership, association, corporation, or other entity, the password or other access code to any OLIABO account or back office;

(c) Use any Confidential Information to compete with OLIABO or for any purpose other than promoting or supporting your OLIABO business; or

(d) Recruit or solicit any OLIABO Representative listed on any Downline Report or contained in any Confidential Information for another direct selling venture, or in any manner attempt to influence or entice any such OLIABO Representative to alter his or her business relationship with OLIABO.

You, as an Independent Representative, acknowledge that this Section 10.3 Non-Disclosure provision is a pre-condition to this Agreement becoming effective and that such pre-condition is for the sole benefit of and may be waived at the sole discretion of the Company. You expressly acknowledge that you are bound by the confidentiality and non-solicitation obligations under this Agreement and that a breach of this Section 10.3 shall constitute a breach of this Agreement.

Notwithstanding any provision to the contrary, nothing prohibits you from reporting possible violations of law to any governmental agency or entity, or making other disclosures that are protected under the whistleblower provisions of federal law and/or applicable state law. Likewise, nothing limits your ability to communicate with any governmental agency or entity, or otherwise participate in any investigation or proceeding that may be commenced by any government agency or entity, including by providing documents or other information without notice to OLIABO. Similarly, nothing limits your ability to communicate with OLIABO compliance or OLIABO support.

## **Section 10 – Sale, Transfer, or Assignment of an OLIABO Business**

It is the intent of the Company to allow any Representative or Affiliate who wishes to sell, transfer, or assign her or his OLIABO business to do so subject to the discretion of OLIABO to prohibit or override such sale, transfer, or assignment. The sale, transfer, or assignment is subject to certain conditions and limitations, and must follow the process prescribed below:

### **10.1. Conditions**

Any Representative at any sales rank may sell, transfer, or assign her or his business. The seller must inform the company in writing of her or his intent to do so. Before the sale, transfer, or assignment can be finalized and approved by OLIABO, any debt obligations the selling Representative has with OLIABO must be satisfied. Any sale, transfer, or assignment must include a Representative's entire business, i.e. a Representative may not sell portions of her or his downline.

### **10.2. Right of First Refusal**

All sales, transfers, or assignments are subject to a Right of First Refusal ("RFR") to the Company, followed by an RFR to the direct upline Representative. If a Representative receives a bona fide offer to purchase her or his business, the Representative shall first offer to sell to the Company on the same terms and conditions contained in the bona fide offer. The Representative shall deliver the bona fide offer in writing to the Company, and the Company shall have ten (10) business days in which to accept the offer. If the Company fails to exercise its RFR within the ten (10) day period, the Representative shall extend the same offer to her or his direct upline Representative on the same terms and conditions as those contained in the bona fide offer. The first three direct upline Representatives in like order (in other words offer the direct upline the offer first, the second upline second, and third upline thereafter) who shall have five (5) business days in which to accept or reject such offer. If the direct upline Representative(s) fails to exercise her or his RFR within the time allotted, the selling Representative may sell, transfer, or assign to the third party according to the same terms and conditions contained in the bona fide offer.

### **10.3. Limitations**

The buyer or transferee must be (or must become) an OLIABO Representative, meet all eligibility requirements as required by OLIABO which may change from time to time at the sole discretion of OLIABO, and be in good standing with the Company. If the buyer is an OLIABO Representative with an existing account, that account must be canceled and any downline reps in the account being canceled will be surrendered.

### **10.4. Process for Sale, Transfer, or Assignment**

(a) The seller must notify the Company via a Support Request of his or her intent to sell, transfer, or assign his or her OLIABO business and complete the "Request to Sell, Transfer, or Assign" form required by OLIABO.

(b) A bona fide offer from a third party must be given to the Company and (if applicable) to the direct upline Representative for Right of First Refusal.

(c) The Company will provide a Business Transfer Form that confirms the buyer's information, seller's information, any relevant terms of the sale, and the effective date of sale.

(d) Both the Seller and the Buyer must execute the Business Transfer Form.

(e) The Company must approve and finalize any sale, transfer, or assignment of an OLIABO business.

### **10.5. Separation of an OLIABO Business due to Divorce or Business Break-up**

(a) When an OLIABO business is jointly owned and operated by a spousal partnership, or as a business entity, there must be a way to equitably separate that OLIABO business in the event of a divorce or the dissolution of the business entity. This separation must be handled in a way that does not adversely affect the interests and income of other businesses up or down the line of Sponsorship. If the separating parties fail to provide for the best interests of other Representatives or Affiliates and the Company, such failure constitutes a breach of this Agreement.

(b) During the pendency of a divorce or business break-up, you must adopt one of the following methods of operation:

(i) One of the parties may, with consent of the other(s), operate the OLIABO business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize OLIABO to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.

(ii) The parties may continue to operate the OLIABO business jointly on a business-as-usual basis, whereupon all compensation paid by OLIABO will be paid in the joint names of the Representatives or Affiliates or in the name of the entity to be divided as the parties may independently agree.

(iii) The business can be operated pursuant to the status quo as it existed prior to the filing of the divorce. If no special written instructions are given to OLIABO, this shall be the default method of handling a business during divorce proceedings.

(iv) In a divorce action, the spouse who is not awarded the business may re-enroll immediately without waiting six calendar months.

(c) In the case of the dissolution of a business entity, the business must be awarded to a single party. The partners, shareholders, representatives, or other owners who did not receive the business must wait six calendar months before they can re-enroll as Independent Representatives or Affiliate.

## **10.6. Succession Due to Death or Incapacitation**

In the event of your death or incapacitation, your OLIABO business may be passed to your heirs. For this to occur, the necessary legal documentation must be submitted to OLIABO. If you wish to bequeath your OLIABO business, please work with an attorney to prepare a will (or other testamentary instrument). The successor(s) must:

- (a) Execute a new Representative or Affiliate Agreement;
- (b) Comply with the terms and provisions of the Agreement; and
- (c) Meet all of the qualifications for the deceased Representative's rank.

Bonuses and Commissions of an OLIABO business transferred in this manner will be paid in a single installment. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal Taxpayer Identification Number (TIN). OLIABO will issue all bonus and Commission checks and one IRS Form 1099-Misc to the business entity.

## **10.7. Transfer Upon Death of a Representative or Affiliate**

To affect a testamentary transfer of an OLIABO business, the successor must provide the following to OLIABO:

- (a) A copy of the death certificate;
- (b) Letters testamentary or written instructions from the executor of the estate providing instruction on the disposition of the business; and
- (c) A completed and executed Representative Agreement by the beneficiary or trustee if the business is to be held in trust.

## **Section 11 – Income Projections**

**11.1.** Because OLIABO Representatives do not have the data necessary to comply with the legal requirements for making income claims, a Representative, when presenting or discussing the OLIABO opportunity or Pay Plan to a prospective Representative or to others in any context, may not make any income projections or income claims of any kind, or disclose her or his OLIABO income (including, but not limited to, the showing of Commission information, bank deposit records, bank statements, tax records, etc.). This also includes publicizing messages such as, "Oliabo paid my\_\_\_\_." and similar direct or indirect references to earnings figures. The above example is just that an example. The company has the right to contact you and request that any improper income claims be ceased at any time to which you agree you shall comply.

## **Section 12 – Deceptive Practices**

### **12.1. Bonus Buying**

Bonus-buying activities are fraudulent and constitute a material breach of your Representative Agreement. Bonus buying includes: a) The enrollment or attempted enrollment of an individual or entity as a Representative without their knowledge or consent. b) The enrollment or attempted enrollment of non-existent individuals or entities as Representatives (this means you may not enroll a deceased or fictitious person or a fictitious business entity as a Representative) You must be able to prove that anyone signing up as a recruit under you did so with full knowledge and understanding of the terms of the Representative Agreement c) You may not purchase OLIABO products, either directly or by placing orders or purchasing product from another Representative (regardless of who ends up with the product), in a manner that results in you qualifying for a rank advancement or achieving an incentive trip, reward, or recognition. You must be able to demonstrate at least 70% of your total monthly Personal Retail Volume (PRV) is sold to customers outside your household, and/or have at least five customers outside your household place orders each month. If you are building up inventory for a show or event, this is allowed as long as you can provide OLIABO evidence of the show/event upon request. OLIABO regularly audits bank advancements, promotions, and incentive trips to identify instances of bonus buying. OLIABO must be vigilant in ensuring that orders are placed on behalf of OLIABO customers through their Representatives. Failure to comply with any of the Bonus Buying policies listed above jeopardizes OLIABO under federal regulations prohibiting pyramid schemes. If you participate in any of these activities, you are putting both your own OLIABO business and others' at risk!

The OLIABO program is designed so that you do not need to invest in and stock inventory for resale purposes. As such, you are prohibited from purchasing more than \$1,000 per month in products, unless you can certify to OLIABO that you have pending retail orders in excess of \$1,000 or provide OLIABO with other business reasons why such a purchase is necessary.

### **12.2. Health Claims**

Representatives are strictly prohibited from making any medical or disease-related claims about Oliabo products, as the products are not medicine and are not intended to diagnose, treat, cure, or prevent any disease. Claims for any Oliabo product must be limited to those found in official company literature and must not be false, misleading, or imply government approval. Representatives must be cautious to avoid violating laws and Oliabo's policies, which can result in disciplinary action and damage the company's reputation.

## **Section 13 – Selling and Ordering**

**13.1.** As an OLIABO Representative you have the opportunity to sell OLIABO products to any retail customer within the United States or other Oliablo approved countries or regions. We will not ship to any location outside of the U.S. or other Oliablo approved countries or regions. In addition, OLIABO Representatives are not allowed to directly or indirectly sell or ship products to anyone outside the 50 United States with the exception of acceptable U. S. territories, or other Oliablo approved countries or regions. In no circumstances shall a Representative or Affiliate who moves or resides outside of the country place orders with a resident outside of the United States, with the exception of Puerto Rico, unless that country has been approved by Oliabo.

## **13.2.**

(a) Giveaways are permitted and do not have to be offered in a private group as long as they do not offer an incentive towards enrollment.

(b) Giveaways can also not be offered in an attempt to gain more of an audience on any “Discover” OLIABO calls where you’re presenting the opportunity to join OLIABO.

## **13.3. Places to Sell**

(a) OLIABO Representative Individual Replicated Website

(i) Your personal Representative website allows retail customers in the United States, or other Oliablo approved countries or regions, to order OLIABO products through Oliablo’s website. These products will be shipped directly to the customer. You will earn personal Commissions on these sales.

(b) Person-to-Person

(i) Your business is designed to go anywhere with you. You can take orders from a single individual, enter these orders in your Representative Back Office, and have them shipped directly to the customer. Inventory is optional, but may be kept on hand so you can sell products directly to a customer. We do not require or encourage any Representative to maintain inventory. And in no event should inventory be acquired for the purpose of achieving a bonus, incentive, or advancement.

(c) Events, Fairs, and Shows

(i) As a Representative, you may sell OLIABO products at events such as fairs and trade shows as long as it is a temporary event. A temporary event is an event with duration of no more than 30 consecutive days and your participation in any single event or location can be no longer than 30 total days in a six-month period.

(ii) You need to personally be present at the booth for at least 75% of the time and the registration and payment must be in your name.

(iii) Prior to any event you must:

- a) Sign-up through the event manager of the show or fair
- b) Identify yourself on the event application as an OLIABO Representative
- c) Keep copies of all signed Agreements and payments
- d) Note: OLIABO has no control over event organizers so it is your responsibility to maintain a professional booth, comply with all OLIABO Policies and Procedures, and comply with all event

policies and rules of conduct. Contact OLIABO for sales tax information.

## **Section 14 – Making Payments, Submitting Orders, Delivery, and Sales Tax**

### **14.1. Forms of Payment**

(a) All orders must be submitted with a valid payment method that is accepted by and submitted through OLIABO's payment processing system.

### **14.2. Timely Delivery**

The Company shall use reasonable means to deliver the products in a reasonable and timely fashion.

#### **Sales Tax**

In all states that have a sales tax, our software system will calculate the appropriate rate based on the "Ship To" address on the order. The appropriate amount of sales tax will be charged to the customer at the time of the order. OLIABO will remit the sales tax to the state.

You are not burdened with the responsibility of reporting and submitting sales tax payments, however, you ARE responsible for all applicable sales tax charges on your orders.

## **Section 15 – Business Supplies**

**15.1.** Business supplies may be made available to Representatives. Some supplies may be available as a free download through the OLIABO Back Office or purchased in the OLIABO shopping cart.

**15.2.** Business supplies are not Commissionable and do not create any volume for qualifications.

**15.3.** The purpose of business supplies is to help promote and build your business.

**15.4.** Representatives may not sell Company produced or market supplies of any kind to other Representatives or outside vendors.

**15.5.** It is not required that you buy any business supplies. They are tools that are offered to you for the sole purpose of promoting your OLIABO business.

**15.6.** Should you decide to create your own marketing materials, you are permitted to do so for personal OLIABO use only, providing you are compliant in all of the following and do not attempt in any way to sell or profit from materials created:

- (a) Must include an Independent Representative version of the logo prominently
- (b) Include your name and at least one means of contacting you

(c) You do not intentionally or unintentionally lead any customer or potential customer to believe you represent the corporate presence and said materials must comply with any and all local, state and federal laws.

(d) Use the appropriate color palette, which is available from OLIABO

**15.7.** It is also expected that any marketing materials created by you or outside of those that are offered by OLIABO maintain a respectable level of quality. Substandard papers, inks, materials, etc. are a poor reflection on the OLIABO brand and your business. Please take the time and resources to ensure you are representing the Company well.

### **15.8. Sales of Representative Produced Materials**

If you create any sales tools or marketing materials that are approved by the Company, you may provide them to other Representatives free of charge. However, you may not sell the materials, charge any fee, or request a “donation” to any other Representative to use or access the materials. In addition, you may not sell or charge any fee or request a “donation” from any other Representative for any accessories or other products associated with your OLIABO business.

## **Section 16 – Payment of Personal Commissions and Bonuses**

### **16.1. Personal Commissions**

You receive personal Commissions from products that you personally sell to customers. The percentage rate you are paid is determined by your “Paid-As” Rank in the Pay Plan.

There are no Commissions earned on certain discounted items.

There are no purchase requirements to qualify for Level 1 Pay Plan commissions.

Commissions must total over \$15 to be paid out; if not, then that balance will roll over to the next month until it reaches the \$15 minimum. Also, to receive commissions as an Independent Representative with OLIABO, you are required to set up a payment method that is compatible with OLIABO’s payment system or provider.

Oliabo shall calculate commissions and make payment accordingly, and any errors in calculating said commissions are considered waived should you, as a Representative or Affiliate, fail to notify Oliabo in writing through its customer service department of any dispute as to the calculation of such commissions within 10 days of receipt of said dispute. Should such a dispute be lodged by a Representative, Oliabo will exercise reasonable care to provide satisfactory proof of the calculation of said commission.

### **16.2. Time of Commission Payments**

(a) Weekly (Sprint): Qualifying weekly commission and bonus payments will be initiated by Friday of each week, following the calendar week in which they were earned. The commission’s calendar week begins Monday at 12:01am Mountain Time (U.S.) and ends on Sunday at Midnight.

(b) Monthly (Baseline): Qualifying monthly commission and bonus payments will be initiated by the 10<sup>th</sup> of each month, following the end of the calendar month in which they were earned.

(c) Quarterly (Bonus Pools): Qualifying quarterly commission and bonus payments will be initiated by the 10<sup>th</sup> of each month, following the end of the calendar quarter in which they were earned.

(d) Commissions and bonuses will be paid out in a form selected by the Representative that is supported by OLIABO's payment provider or system.

**16.3.** Representatives are responsible for keeping information current with OLIABO. Commissions and bonuses may be late, missed, or delayed due to missing information or improperly set up accounts. No late payment will be expedited in such a case. All information must be provided in its complete form at your initiation. Returned Commission payments will be added to the following month's Commission.

You are paid on your personal sales and the qualified sales of Representatives and Affiliates in your downline. You are never paid for recruiting another Representative or Affiliate.

**16.4. Marketing:**

(a) Telemarketing

(i) All Representatives must comply with federal/state/local solicitation laws.

(b) Online Marketing

(i) Banner Ads

a) Banner advertisements on a website are permitted, providing you use:

1. An identifier that identifies you as an Independent Representative
2. Your name and at least 1 form of contact information
3. No claims or implications that you represent the Corporate presence

(ii) Email Spamming

a) You are not allowed to transmit mass, unsolicited emails to promote OLIABO to people who do not know you or have not given permission to contact them. Any customer who has chosen to "opt in" as a subscriber or who has initiated a request to be included in bulk emails or a newsletter is approved. Please use a reputable service when contacting any customers via mass email.

- (iii) Spam Linking or Spamdexing
  - a) Any comments you make on blogs forums, guest books, etc. must be unique, informative, and relevant. iv. Pay-Per-Click Ads and Sponsored Links
  - b) Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either your OLIABO Representative Replicated Website or to your Non-Replicated Website. The URL must not portray any URL that could lead the user to assume they are being led to the OLIABO corporate site, or be misleading in any way.
  - c) No sponsored link, PPC, meta tag, or other search engine optimization technique may utilize any of OLIABO's trademarks, trade names, or any mark or name that is a derivative of any such trademark or trade name.
  - d) Traffic may not be purchased in bulk through a "traffic acquisition vendor".

## **Section 17 – Use of Trademarks and Copyrights**

**17.1.** The Company may license the use of its trademarks to Representatives or Affiliates, subject to the limitations herein and subject to the limitations in any licensing agreement.

**17.2.** Neither Representatives nor Affiliates may use any of the Company's trademarks or any derivatives of its marks or confusingly similar variations of its marks in any marketing or promotional material that they produce other than those marks and Independent Representative logos that can be provided by OLIABO. The misuse of Company trademarks may result in disciplinary action as deemed appropriate by the Company, including but not limited legal action.

**17.3.** Neither Representatives nor Affiliates shall not register or attempt to register or reserve any of the Company's trademarks or trade names, or any derivatives of such trademarks or trade names (collectively "Marks") for any Internet domain name, URL, subdomain name, email address, or social media handle, address, or name (collectively "Web ID"). If a Representative does register any of the Company's Marks in such a fashion, the Representative or Affiliate agrees and hereby acknowledges that the Company owns, and shall continue to own, all rights in and to the Company's Marks and that the Representative or Affiliate will discontinue using the Web ID upon demand from the Company. The Representative further agrees to immediately re-assign to the Company any Web ID that the Representative has registered or reserved in violation of this policy at no charge to the Company. The provisions of this Section survive the termination of the Agreement.

**17.4.** The Company, in its sole discretion, will determine whether a derivative or variation of its Marks is confusingly similar to the Company's Marks. If the Company determines that a term or word used by a Representative or Affiliate is a derivative or variation of a Company Mark, the Representative or Affiliate shall transfer the Web ID to the Company pursuant to the preceding policy.

## **Section 18 – OLIABO Representative Websites**

### **18.1. Personal Non-Replicating Website**

(a) You may have one Personal Non-Replicating Website/URL (an “Independent Website”) to market or link to your OLIABO business. Your Independent Website must only promote OLIABO products and/or the OLIABO opportunity. Only approved images of the OLIABO products can be used on an Independent Website. This website must link to Oliabo’s payment processing link.

(b) Other than your Personal OLIABO Representative Replicated Website you may not use the words “OLIABO” or “Oliabo” or any of the Company’s other Marks in connection with any Web ID.

(c) All shopping and/or new Representative enrollment links must link to OLIABO’s payment processing system. Product sales or enrollments may not occur on any website other than your personal Replicated Website.

(d) Multiple URLs must not be used to forward or redirect traffic to your Personal OLIABO Replicated Website. OLIABO strictly prohibits any Representative redirecting traffic from more than her or his one personally owned URL. Blog sites, social platforms, and other third-party marketing sites are not considered personally owned URLs.

## **Section 19 – URL, Email Naming, Blogs, Facebook, Social Media, YouTube, etc.**

**19.1.** You may not use the words “OLIABO “ or “OLIABO” or other Marks in any Web ID. In addition, you may not use words or Marks in any URL or email or social media address that would directly or indirectly imply that it may be an OLIABO corporate email, URL, or an official corporate page. If you are out of compliance, OLIABO will require you to change the Web ID, URL or social media address. Any cost for changing marketing material including business cards, emails, websites, or advertising will be yours. If you have any question about whether or not you are out of compliance then contact Representative Support before purchasing and creating any Web ID.

**19.2.** You may use social networking sites, blogs, and forums to share information about OLIABO.

## **Section 20 – Media Inquiries**

If you are approached by any media entity about OLIABO, you must first contact OLIABO before providing any statement, press release, or media announcement.

## **Section 21 – Training Websites**

You may have a separate Training Website for the purposes of sharing with and training others.

## **Section 22 – Returns**

### **22.1. Customer Refund Policy**

OLIABO offers a money-back guarantee on products returned within 30 days from the date of sale to be eligible for a refund or credit. The return policy can be located at (put link)

## **Section 23 – Social Media Guidelines**

(a) The words OLIABO or Oliabo cannot be used in any way in a URL other than your Company provided Replicated Website

(b) You may use the word OLIABO on an Instagram page as long as your bio uses the terminology Independent Representative or Affiliate in the first 2 lines.

(c) You may use the word OLIABO or Oliabo on your Facebook page but you also must use the terminology Independent Rep in the page name. For example, you cannot put Oliabo as your page name or Oliabo with Jane Doe. You can, however, use Oliabo Independent Rep or Affiliate with Jane Doe. Confidentiality Conflicts

**23.2.** As a Representative you are using both the OLIABO brand and its products to build a business and as such will be held to the Company's high standards. In order to protect its branding and high standards, the Company considers the following to be a conflict of interest.

(a) OLIABO owns all of the rights and privileges to the resources provided to and used by its Representatives. The use of Company resources for personal profit, such as Representative information, product or supplies is for OLIABO use only and should not be used to facilitate any business outside of an Independent Representative's OLIABO business. Any other use of Company resources is a breach of this Agreement. This includes but is not limited to creating a business outside of OLIABO and using the accessible resources provided to you by OLIABO and/or using the contact information of other Representatives, including Representatives in your downline for any business outside of OLIABO.

(b) Confidentiality is crucial to OLIABO. Products are constantly evolving and changing to keep them new and fresh. It is meaningful to the Company to be able to continuously provide quality new product while keeping the fun and creative aspect with an element of surprise. To avoid influential situations that affects the decision-making, judgment, job duties or loyalty of the Company by Representatives and Company employees is important the relationship between Independent Representatives and corporate employees be one of professionalism in nature. Anything outside of a professional relationship presents a conflict of interest.

**23.3.** If you breach this Agreement, or if OLIABO determines that you have engaged in or are engaging in any illegal, fraudulent, deceptive, or unethical business conduct, OLIABO may terminate this Agreement.

**23.4.** If your OLIABO business is canceled, OLIABO shall pay you any compensation that the Company owes to you but is unpaid as of the effective date of termination of your services as an Independent Representative or Affilaite . OLIABO may institute legal proceedings for monetary and/or equitable relief at its sole discretion.

## **Section 24 – General Provisions**

### **28.2 Indemnification**

As a Representative or Affiliate, you are responsible for all verbal and written statements you make regarding OLIABO products, services, and Compensation Plan. You will indemnify and hold OLIABO harmless from any and all liability resulting from your actions while acting as a Representative or Affiliate

### **28.3 Confidentiality**

All Representative upline, downline, and customer lists and information (including addresses, email addresses, telephone numbers etc.) are confidential and are the exclusive property of OLIABO. You may use the Representative list of your downline solely for purposes of helping support your OLIABO sales organization. You are required to keep these lists confidential. Under no circumstances may you sell or share the list with any third party or disclose its contents to any third party other than as part of the sale of the business.

### **28.4 Mediation**

For claims seeking \$10,000.00 or more that arise from or relate to the Agreement or your work with the Company, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the Parties cannot agree on a mediator, the complaining party shall request the appointment of a mediator by the American Arbitration Association (“AAA”). The mediation shall occur within 60 days from the date on which the mediator is appointed. Each party shall be responsible for its own costs and expenses of mediation. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah, and shall last no more than two business days.

### **28.5 Mutual Arbitration**

This Agreement involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, or any work by you as an independent Agreementor for the Company shall be settled through confidential arbitration (“Disputes”). The Parties waive rights to trial by jury or to any court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process as well as claims for less than \$10,000.00 not subject to the mediation requirement. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA’s Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA’s website at [www.adr.org](http://www.adr.org). Such Disputes include claims arising out of or relating to interpretation or application of this Agreement, including the enforceability, revocability or validity of the Agreement or any portion of the Agreement. This Agreement also applies, without limitation, to Disputes regarding the independent Agreementor relationship, trade secrets, unfair competition, compensation, breach of any express or implied Agreement, termination, the Unruh Act or any claims related to harassment, discrimination, or retaliation (including harassment, discrimination, and retaliation claims based on gender, race, national origin, religion, marital status, age, medical condition, disability, sexual orientation, or any other characteristic protected

by law), claims relating to compensation, wages, commissions or bonuses, or benefits due, including common law claims and claims arising under statute or regulation, including but not limited to the Uniform Trade Secrets Act, Civil Rights Act of 1964, Employee Retirement Income Security Act, and other applicable federal laws and regulations and state laws and regulations, if any, addressing the same or similar subject matters, and all other state statutory and common law claims.

This Agreement excludes disputes or claims that are expressly excluded by state law from being resolved by mandatory arbitration, unless such statute is preempted by federal law including, but not limited to, the Federal Arbitration Act. Moreover, this Agreement should not be construed as preventing the Independent Representative from filing an administrative charge or claim with any federal, state, or local agency to the extent applicable law permits access to such an agency notwithstanding the existence of an agreement or policy to arbitrate, or to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration, or cooperating with any federal, state, or local agency in its investigation of such charge or claim.

Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all arbitration actions:

28.5.1 The Federal Rules of Evidence shall apply in all cases;

28.5.2 The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;

28.5.3 The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;

28.5.4 The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement, without regard to principles of conflicts of laws.

28.5.5 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;

28.5.6 The Parties shall be allotted equal time to present their respective cases; and

28.5.7 This Section 31.4 (Mutual Arbitration) arbitration provision shall be construed, governed, and enforced according to the Federal Arbitration Act.

All arbitration proceedings shall be held in Salt Lake City, Utah. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including attorney's fees and filing fees. The decision of the arbitrator shall be binding on the parties and may, if necessary, be reduced to a judgment in any court to which the Parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement. The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- (a) The substance of, or basis for, the controversy, dispute, or claim;

- 28.5.8 The substance or content of any settlement offer or settlement discussions or offers associated with the dispute; • The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- 28.5.9 The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- 28.5.10 The terms or amount of any arbitration award; e The rulings of the arbitrator on the procedural and/or substantive issues involved in the case. Representatives and Affiliates waive all rights to a trial by jury or to any court proceeding. This agreement to arbitrate survives termination or expiration of the Agreement.

Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from a state or federal court in the state in which the Independent Representative or Affiliate resides as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its trade secrets and intellectual property rights, trade secrets, and/or confidential information including but not limited to enforcement of its rights under the non-solicitation provision of the Agreement.

## **28.6 Governing Law, Jurisdiction, Class Action**

Jurisdiction and venue of any matter set forth in this Agreement shall reside exclusively in Salt Lake County, Utah. The law of the State of Utah shall govern all matters relating to or arising from the Agreement.

In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.

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

The Independent Representative or Affiliate and OLIABO agree that each party may bring disputes against the other party only in an individual capacity, and not as a plaintiff or class representative in any purported class or representative proceeding, including without limitation, federal or state class actions, or class arbitrations. Accordingly, under the arbitration rules outlined in these Policies and Procedures, an arbitrator will not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding.

INDEPENDENT REPRESENTATIVE / AFFILIATE ACKNOWLEDGES AND AGREES THAT HE OR SHE (1) UNDERSTANDS AND VOLUNTARILY AGREES TO THIS AGREEMENT, (2) HAD AN OPPORTUNITY TO CONSIDER AND REVIEW THE AGREEMENT, (3) HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF HIS OR HER CHOICE, AND (4) SIGNS THIS AGREEMENT VOLUNTARILY AND THAT EITHER AN ELECTRONIC ACCEPTANCE OR SIGNED ACCEPTANCE OF THIS AGREEMENT IS VALID.

IN WITNESS WHEREOF, the representative has executed this Agreement through their electronic acceptance or by signing below.

**Independent Representative Signature:**

\_\_\_\_\_  
Representative Name or Entity Name

\_\_\_\_\_  
Date