



**QUINTESSENTIAL BIOSCIENCES, INC.  
AMBASSADOR POLICIES AND PROCEDURES  
EFFECTIVE FEBRUARY 21, 2020**

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**SECTION 1: INTRODUCTION**

Welcome to the Q Sciences family! Since our founding in late 2012, Q Sciences, a leader in the direct selling industry, has promoted the science of happiness and championed a focus on improved wellness. Our nutritional supplements, full spectrum hemp products, and skincare products are unmatched in the industry.

The purpose of the Q Sciences, Inc., Ambassador Policies and Procedures (the “Policies”) is to accomplish all of the following:

- To further define and explain the relationship between Q Sciences, Inc. (“Q Sciences,” “we” or “us”) and Ambassadors like you;
- To set standards of acceptable business practices when selling Q Sciences products; and
- To support Ambassadors in building and protecting their Q Sciences direct selling businesses in a manner that is compliant with the Ambassador Agreement, the Terms of Use and Privacy Policy, and the Policies (collectively, the “Q Sciences Documents”).

Additional capitalized terms are defined throughout the Policies and, unless otherwise stated, have those meanings when used in the Policies. As discussed further herein, any violation of the Q Sciences Documents may result in disciplinary action including probation, suspension, and/or cancellation at the sole discretion of Q Sciences.

**SECTION 2: BECOMING A Q SCIENCES AMBASSADOR**

**2.1 Ambassador’s Role In Q Sciences**

Q Sciences Ambassadors are one of Q Sciences’ distribution channels for Products, though Q Sciences retains the right to sell its Products through other online or in store retail channels or from its own web site. Ambassadors have the ability to purchase Products directly from Q Sciences and personally consume or sell the Products to their customers. Throughout the Policies, the terms “Ambassador,” and “you,” shall refer to any person whose Ambassador Agreement has been signed, received, and accepted by Q Sciences in its sole and absolute discretion.

**2.2 Becoming An Ambassador**

In order to become an Ambassador, you must:

- (1) Either be eighteen (18) years of age, or (except in Europe) sixteen (16) years of age with a parent/guardian listed on the account as a co-applicant;

- (2) Reside in a geographic area where Q Sciences conducts its direct selling business;
- (3) Have a valid government identification, Social Security or Federal Tax ID number (where applicable);
- (4) Complete the Ambassador Application process and sign the Ambassador Agreement; and
- (5) Purchase a Q Sciences Business Kit (North Dakota residents exempt). Q Sciences may reimburse you for the cost of purchasing a Q Sciences Business Kit if you submit a written request to us at [Compliance@qsciences.com](mailto:Compliance@qsciences.com) within fifteen (15) days of the purchase.

Q Sciences reserves the right, in its sole discretion, to reject your Ambassador Application and immediately terminate the Ambassador Agreement with or without notice to you for any reason whatsoever.

Subject to the terms and conditions of the Q Sciences Documents, Q Sciences will assign you an ambassador number that is unique to you (your “Ambassador Number”). You must use that Ambassador Number for all Q Sciences business (such as placing orders, tracking commissions and bonuses, *etc.*). The activities that you carry out under the Q Sciences Documents and your Ambassador Number are your “Q Sciences Business.”

By becoming an Ambassador, you also agree that Q Sciences may send you emails, text messages, phone calls, or other communications, whether recorded or in-person, at any time, related to Q Sciences. Please read our Terms of Use and Privacy Policy for more information about how we may communicate with you.

### **2.3 Ambassadors Are Independent Contractors**

Ambassadors are independent contractors, not employees of Q Sciences. Ambassadors may not do anything that would lead someone to believe that they are an employee or an agent of Q Sciences. As an independent contractor, Ambassadors are responsible for the following:

- (1) For Ambassadors outside of Europe, setting retail prices for Products sold to Retail Customers (although, in order to maintain Q Science’s premium brand image, business goodwill, and the integrity of its sale channel, Q Sciences strongly encourages Ambassadors to charge Retail Customers the suggested retail price);
- (2) Establishing working hours;
- (3) Conducting the day-to-day business; and
- (4) Reporting to the appropriate tax authorities any income earned from the Q Sciences Business (see Compensation Plan for more details).

The services performed by you, as a Q Sciences independent contractor, are performed pursuant to the Ambassador Agreement between you and Q Sciences, which provides that you will not be treated as an employee for any purpose, including application of any government taxation law or authority. If an Ambassador has any employees, they will

have no rights against or relationship with Q Sciences. Such employees do not have any authority to resell any Q Sciences products.

## **2.4 Renewal of Ambassador Agreement**

Annual renewal of the Ambassador Agreement is required. An Ambassador must renew his or her Agreement on an annual basis by paying the current renewal fee (posted in your Back Office), subject to change, and agreeing to be bound by the then-current Q Sciences Documents, including these Policies. Paying the renewal fee constitutes the Ambassador's acceptance of all terms and conditions of the most current version of the Q Sciences Documents, including the then-current Ambassador Agreement and Policies. The due date for the renewal fee will be the anniversary date of the Ambassador's execution of his or her Ambassador Agreement, and the fee will be processed and charged to the Ambassador's credit card on file on that date. If an Ambassador fails to timely pay the renewal fee, Q Sciences will cancel the Ambassador Agreement. Q Sciences reserves the right to review and accept or reject the renewal of any Ambassador.

If at any time you wish to become an Ambassador after your Ambassador Agreement has been cancelled for non-renewal, you must sign up as a new Ambassador and enter into a new Ambassador Agreement with Q Sciences. You will be required to purchase a new Business Kit and be assigned a new Ambassador Number. However, the provisions outlined in Section 4.1 apply upon re-enrollment.

## **2.5 Change of Information in Ambassador Agreement**

To ensure uninterrupted receipt of communications from Q Sciences, your phone number, email address, and mailing address (within the same country) should be updated through your Q Sciences Back Office immediately upon any change. For other changes, including to an Ambassador's first or last name, user name, company name, or country of residence, Ambassadors must complete an Information Change Form and submit it to the Compliance Department with appropriate supporting documentation. In the event your contact information changes, and you fail to notify Q Sciences of such changes, the existing contact information you provide is proper and binding upon you for purposes of notice and all Q Sciences business matters.

## **SECTION 3: SPOUSAL AMBASSADORS**

### **3.1 One Ambassador Account Per Married Couple**

Except when (i) two Ambassadors who each have a separate Q Sciences Business marry each other or (ii) an individual inherits a Q Sciences Business from someone other than his/her spouse, spouses may only participate directly or indirectly in the operation and development of one Q Sciences Business. The spouse of an Ambassador may become a co-applicant during the Ambassador Application process and party to the Ambassador Agreement. Spouses may be added as a co-applicant at the same time the individual

becomes an Ambassador, or at a later date. Both the primary applicant and the co-applicant have the same rights and access to the Q Sciences Business.

### **3.2 Income Tax for Married Ambassadors**

Except for Ambassadors in European countries, Q Sciences will issue one IRS Form 1099 per Ambassador to the primary applicant or business entity on each account.

### **3.3 Liability of Spousal Ambassadors**

The liability of two (2) married people who operate a Q Sciences Business together shall be joint so that both shall be responsible, accept liability for, and be bound by, any act or omission of the other. Any payment by Q Sciences to one spouse shall be deemed as payment to both spouses.

### **3.4 Divorce or Separation**

Divorced couples may choose not to remain involved in the same Q Sciences Business. Until a court renders a final divorce decree, a temporary hold may be placed on the Q Sciences Business until Q Sciences receives either (1) a court order designating ownership of the Q Sciences Business, or (2) an executed resignation form from one party to the Q Sciences Business. Q Sciences otherwise will not make any changes to the Q Sciences Business until it receives a verified copy of the final divorce decree. Any court order addressing the ownership of a Q Sciences Business in the event of a separation or divorce must adhere to these Policies in order to be enforceable by Q Sciences.

A former spouse that no longer has an interest in the Q Sciences Business may start his or her own separate Q Sciences Business in accordance with Section 4.1.

## **SECTION 4: SPONSORING NEW Q SCIENCES AMBASSADORS**

### **4.1 Requirements to Sponsor a New Ambassador**

All Ambassadors in good standing may sponsor others to become Ambassadors of Q Sciences (each, a “Sponsor”). Ambassadors wishing to sponsor a new Ambassador must complete the appropriate form online, which can be found in the Q Sciences’ Back Office.

Ambassadors may use only official Q Sciences materials to advertise the Q Sciences opportunity and enroll new Ambassadors, known as sponsoring an Ambassador. A Sponsor must share the Policies and Compensation Plan with the prospective Ambassador. A Sponsor is prohibited from making any claim about the Q Sciences opportunity or Products that is not supported by official Q Sciences materials.

Applications for new Ambassadors must be entered electronically or sent to Q Sciences within forty-eight (48) hours from the time they are signed. Failure to transmit an Ambassador Application to Q Sciences within that time constitutes Stacking and is strictly prohibited. Prohibited “Stacking” includes (a) the failure to transmit an Ambassador Application and Agreement or Product order to Q Sciences within 48 hours after its execution or placement, as applicable; (b) violating the two businesses per household rule; (c) enrolling fictitious individuals or entities as Ambassadors or Preferred Customers; and/or (d) enrolling an individual who is required to stand down from Q Sciences for six months but has not done so. (“Stand down” means to refrain from any participation or involvement in any aspect of a Q Sciences Business.)

If two Ambassadors claim to be the Sponsor of the same new Ambassador, Q Sciences shall treat the first application it receives as controlling.

#### **4.2 Placement of a New Ambassador**

Upon enrollment of a new Ambassador, a Sponsor has seven (7) days to place their newly-enrolled Ambassador within their organization. New Ambassadors that have not been placed by their Sponsor within those seven (7) days of enrollment will, by default, be placed by Q Sciences furthest Downline in the leg of his or her Sponsor’s organization with the least organizational volume. The Sponsor shall have forty-eight (48) hours to replace the newly-enrolled Ambassador and such re-placement may only occur once. The placement of a newly-enrolled Ambassador shall be permanent, except as potentially provided for in Section 4.3 below.

#### **4.3 Change of Sponsor or Placement**

An Ambassador wishing to change Sponsors must submit a properly completed and fully executed Sponsor Change Form, with the written approval of his or her current Sponsor and proposed new Sponsor, to Q Sciences by email at Compliance@QSciences.com. The Ambassador who requests the change must submit a fee of \$25.00 for administrative charges and data processing.

If any Downline Ambassadors within the transferring Ambassador’s marketing organization also want to change Sponsors with the transferring Ambassador, those Ambassadors also must submit a properly completed Sponsor Change Form and return it to Q Sciences with the \$25.00 fee (i.e., the transferring Ambassador and each Ambassador in his or her marketing organization multiplied by \$25.00 is the cost to move a Q Sciences Business, if approved). Downline Ambassadors will not be moved with the originally transferring Ambassador unless all of the requirements of this paragraph are met for that individual Ambassador.

Requests for a change of placement within the same Sponsor’s organization follow a similar procedure. The Ambassador making the request must submit a properly completed and fully executed Placement Change Form, with the written approval of his or her current Sponsor, to Q Sciences’ Compliance department as outlined above.

All forms are available in the Ambassador's Back Office. Ambassadors are advised that requests to change Sponsors or change Placement are rarely granted. Q Sciences will evaluate all requested changes within thirty (30) days of submission.

#### **4.4 Training Downline Ambassadors**

The Sponsor must perform a bona fide assistance and training function to ensure that his or her newly-enrolled Ambassador has the best opportunity for success, and is properly operating his or her Q Sciences Business. Ambassadors are strongly encouraged to have ongoing contact and communication with the Ambassadors in their Downline Organization. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, social media posts and online meetings, and the accompaniment of Downline Ambassadors to Q Sciences meetings, training sessions, and other functions. Upline Ambassadors are also responsible to motivate and train new Ambassadors on Q Sciences product knowledge, effective sales techniques, the Q Sciences Compensation Plan, and Q Sciences Policies.

Communication with and the training of Downline Ambassadors must not violate Section 10 (regarding advertising and marketing practices). Ambassadors must monitor Ambassadors in their Downline Organization to help educate and train such Ambassadors not to make improper product or business claims, or engage in any illegal or inappropriate conduct. Ambassadors must report such activity to the Q Sciences Compliance Department immediately. Upon request by Q Sciences, every Ambassador should be able to provide documented evidence to Q Sciences of his or her ongoing fulfillment of his or her Sponsor responsibilities.

#### **4.5 Dispute Resolution**

Sponsors are responsible for mediating disputes between any and all Downline Ambassadors. Downline Ambassadors should report any grievances or complaints with another Ambassador regarding any aspect of their Q Sciences Business to their Sponsor, who will review the matter and try to resolve it. If the Sponsor cannot resolve the dispute, the Sponsors and Downline Ambassadors must alert the Q Sciences Compliance Department in writing at [Compliance@QSciences.com](mailto:Compliance@QSciences.com). Disputes between Sponsors' organizations also must be brought to the attention of Q Sciences in the same manner. The Company, in its sole discretion, will resolve the issue in accordance with these Policies and any applicable laws.

### **SECTION 5: PROTECTING YOUR Q SCIENCES BUSINESS**

#### **5.1 Q Sciences Business as a Corporation or Limited Liability Company (LLC or LTD)**

Q Sciences recognizes that there may be certain advantages to operating a Q Sciences Business as a corporation or as a limited liability company ("LLC" or, in Europe,

“LTD”). Any Ambassador who wishes to operate his or her Q Sciences Business as a corporation, LLC or LTD (each, an “Entity”) must get prior approval from Q Sciences and comply with the following requirements and conditions:

- (1) The Entity must be owned 100 percent by the individual Ambassador (and/or spouse, if applicable);
- (2) No change in the ownership structure of the Entity may be made without the prior written approval of the Q Sciences;
- (3) The name of the Entity may not be the same or similar to any Q Sciences trademarks, service marks, product names, logos, slogans, taglines, or any other proprietary name or phrase owned or used by Q Sciences (for questions concerning this requirement, contact the Q Sciences);
- (4) The Q Sciences Business must remain in an individual’s name (and Co-Applicant’s name, if applicable), and the name(s) of the individual(s) must be present on all marketing materials, business cards, websites, advertising, and contact information. The name of the Entity may not be used on any of the items listed above; and

Upon forming such an Entity, the earnings of the Q Sciences Business will be reported in the name and tax identification number of the Entity from the date the Q Sciences Business was assigned to the Entity. If the Q Sciences Business was assigned to an individual for a portion of the year, then the earnings will be reported partially to the individual and partially to the Entity. A business V formed in connection with a Q Sciences Business, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the business entity are individually, jointly, and severally liable for any indebtedness to Q Sciences, compliance with the Contract, including these Policies, and all other obligations of the Ambassador to Q Sciences.

## **5.2 Insurance**

Q Sciences does not provide any insurance coverage to the operation of your Q Sciences Business. An Ambassador may obtain third party insurance coverage for Q Sciences business activities.

Q Sciences maintains product liability insurance to protect against certain product liability claims. Q Sciences’ policy extends coverage to Ambassadors as long as the Ambassador is storing, marketing, and selling Products in accordance with applicable laws, regulations, and the Policies. Q Sciences’ product liability policy coverage excludes claims that arise as a result of an Ambassador’s misconduct in storing, marketing, or selling Products. Additionally, claims that arise out of any Products purchased on a website other than an official Q Sciences-sanctioned website are excluded from this coverage.

## **SECTION 6: AMBASSADOR CONDUCT**

## **6.1 Ambassadors Must Follow All Laws**

Ambassadors are responsible for complying with all local, state, and federal laws and regulations including those concerning the operation of a Q Sciences Business, marketing and selling practices, and the distribution of Products. Ambassadors should familiarize themselves with the applicable local, state, and federal laws and regulations that affect the operation of their Q Sciences Business. Q Sciences shall not be liable for any conduct of Ambassadors contrary to such laws and regulations. Q Sciences employs robust and consistent monitoring and enforcement procedures to review and sanction Ambassadors who do not comply with this policy.

## **6.2 Truthful and Ethical Conduct**

All statements made by Ambassadors regarding Q Sciences, the business opportunity, the Products, or product results must be truthful, accurate, and not misleading. Ambassadors must always conduct their business in an ethical manner and in compliance with all local, state, and federal laws and regulations. Q Sciences employs robust and consistent monitoring and enforcement procedures to review and sanction Ambassadors who do not comply with this policy.

## **6.3 Complaints or Concerns**

Q Sciences values constructive comments and input from Ambassadors, and in part relies on its Ambassadors to report Ambassador conduct that could detrimentally affect its business, the business of other Ambassadors, or the reputation of Q Sciences. Q Sciences encourages all complaints or concerns regarding other Ambassadors to be reported to the Q Sciences Compliance Department at [Compliance@QSciences.com](mailto:Compliance@QSciences.com). Complaints or concerns regarding Products should be submitted in writing to Q Sciences' Customer Service Department at [Support@QSciences.com](mailto:Support@QSciences.com) or to the company's headquarters office at the address published on the Q Sciences website.

Ambassadors may not disparage, demean, or make negative comments about Q Sciences or its Ambassadors and employees while serving as an active Ambassador.

## **6.4 Professional Conduct and Business Practices**

Ambassadors shall use their best efforts to promote the positive reputation of Q Sciences, its Products, its business opportunity, and its Ambassadors. Ambassadors are prohibited from engaging in high-pressure selling. Ambassadors must always conduct themselves in a professional, ethical, courteous, and considerate manner when representing Q Sciences.

## **6.5 Disruptive Conduct**

If an Ambassador behaves in a manner that, in the sole and complete discretion of Q Sciences, causes disruption to the conduct of the normal business of Q Sciences, or that of any other Ambassador, or that is injurious to the image or reputation of Q Sciences, or

that of any other Ambassador, then the behavior will be considered a violation by the Ambassador and Q Sciences may take immediate disciplinary and legal action.

## **6.6 Actions of Household Members (not applicable in Europe)**

Every Ambassador is responsible for the actions of his or her immediate household members. If any such household member engages in any activity which, if performed by the Ambassador, would violate the Ambassador Agreement and/or the Policies, the activity will be considered a violation by the Ambassador and Q Sciences may take action pursuant to the Contract as well as any other legal remedies against the Ambassador.

## **6.7 News or Media Inquiries**

Ambassadors must refer all media inquiries relating to Q Sciences Products, Q Sciences testimonials, and any Ambassador, representative, or employee of Q Sciences to the Q Sciences Public Relations Department at the company's address published on the Q Sciences website. This may include, but is not limited to, programs or publications aired on television, radio, podcasts, and online or printed material. Failure to comply with this policy may result in the immediate suspension or cancellation of your Q Sciences Business, at the sole and complete discretion of Q Sciences.

## **6.8 Commingling Q Sciences With Another Enterprise, Product, Service or Other Activity**

Ambassadors may participate in other direct selling or business ventures if they choose. However, Ambassadors are prohibited from mixing the Q Sciences business opportunity or Products with another business opportunity, product, service, or other activity. Ambassadors participating in other direct selling and business ventures also must adhere to the following guidelines:

### **6.8.1 Cross Recruiting**

During the term of the Ambassador relationship and for a period of six (6) months following the end of an Ambassador's relationship with Q Sciences, an Ambassador must not engage in "Cross Recruiting." Cross Recruiting is the actual or attempted solicitation, recruitment or enrollment, either directly or indirectly, of other Q Sciences Ambassadors to participate in any other commission-based network marketing opportunity. For example, you cannot present or assist in the presentation of another network marketing venture to any other Q Sciences Ambassadors. Likewise, you cannot implicitly or explicitly encourage any other Q Sciences Ambassadors to join you in any other network marketing business ventures.

However, Ambassadors may engage in such Cross Recruiting activities if they personally sponsored the Q Sciences Ambassador(s) being targeted by the Cross

Recruiting activities. For example, if you personally sponsored Jane Doe to be a Q Sciences Ambassador and also wanted to solicit Jane Doe to participate in another network marketing business venture, you may do so.

### **6.8.2 Targeting Other Direct Sellers**

Ambassadors are prohibited from (1) specifically targeting the sales force of another direct sales company to sell Q Sciences Products or to become Ambassadors for Q Sciences, and (2) soliciting or enticing members of the sales force of another direct sales company specifically to violate the terms of that person's contract with such other company.

### **6.8.3 Cross Placement**

Actual or attempted Cross Placement is strictly prohibited. "Cross Placement" is the enrollment of an individual or entity that already has a current Ambassador Agreement on file with Q Sciences, or that has had such an Agreement within the preceding six (6) calendar months, with a different Sponsor in a different marketing organization within Q Sciences. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited and shall constitute fraudulent activity.

If Cross Placement is discovered, it must be brought to Q Sciences' attention immediately. Q Sciences may take action against the Ambassador who changed organizations and/or those Ambassadors who encouraged or participated in the Cross Placement. Q Sciences may also move all or part of the offending Ambassador's Downline to his or her original Downline Organization if Q Sciences deems it equitable and feasible to do so. However, Q Sciences is under no obligation to move the Cross-Placement Ambassador's Downline Organization, and the ultimate disposition of the organization remains within the sole discretion of Q Sciences. Ambassadors waive all claims and causes of action against Q Sciences arising from or relating to the disposition of the Cross-Placement Ambassador's Downline Organization.

## **6.9 Interaction With Scientific Advisory Board And Other Company Consultants**

Q Sciences is uniquely positioned in the marketplace by its special relationship with many preeminent medical, scientific, marketing, PR and business professionals. Ambassadors are prohibited from contacting any associate or employee of Q Sciences' Board of Directors, Scientific Advisory Board, vendor, consultant, or advisor, unless Q Sciences has given the Ambassador permission to do so.

## **6.10 Q Sciences' Confidential Information**

In connection with an Ambassador's Q Sciences Business, Q Sciences may make available to Ambassadors certain information and reports regarding Q Sciences' business, Products (including formulae), trade secrets, intellectual property, its network, identity and contact information of Ambassadors and Customers, sales information, achievements, and other information needed to run and grow the Ambassador's business (collectively, "Confidential Information"). You may have access to some of this Confidential Information through Q Sciences' Back Office.

Confidential Information belongs solely and exclusively to Q Sciences. Ambassadors have no claim, right, or title to any Confidential Information. Such Confidential Information is provided to Ambassadors in strictest confidence and is made available to Ambassadors for the sole purpose of assisting Ambassadors in their Q Sciences businesses.

- Disclose or disseminate any Confidential Information to any other person or entity without Q Sciences' prior written consent;
- Provide access to any password-protected section of the Q Sciences website containing Confidential Information to any other person or entity, including providing any password to such section to any other person or entity;
- Use Confidential Information for any purpose other than the conduct and promotion of the Ambassador's Q Sciences Business as contemplated in these Policies and the Contract, including but not limited to recruiting any Q Sciences Ambassador for any Competing Activities or competing in any way with Q Sciences; or
- Use Confidential Information to attempt to influence or induce any Ambassador, Customer, or employee of Q Sciences to cease or alter his or her business relationship with Q Sciences.

When an Ambassador's relationship with the Company has ended, the Ambassador must immediately return to Q Sciences any and all Confidential Information in the Ambassador's possession, custody, or control, including all copies of documents, files, or other media containing any Confidential Information and any derivative thereof. It is the Ambassador's responsibility to do this immediately upon termination or expiration of the Ambassador Agreement. This requirement is not dependent on any demand being made by Q Sciences.

## **SECTION 7: BUYING AND SELLING PRODUCTS AND RECEIVING COMPENSATION**

### **7.1 Reasons To Purchase Products**

Ambassadors may purchase products for their own use and that of their families, as well as for resale to customers who are purchasing products for their own use and that of their families.

Ambassadors may not purchase products for the purpose of qualifying for incentives, bonuses, discount level advancement, compensation paid by Q Sciences, or to sell in a manner not in accordance with the Policies.

Ambassadors are not required to carry inventory of products for their own use or in order to service their customers, but they may choose to do so as a convenience for themselves and their customers. However, Ambassadors may not maintain inventories in amounts which are in excess of what they themselves reasonably determine is necessary for those purposes. Q Sciences employs robust and consistent monitoring and enforcement procedures to review and sanction Ambassadors who do not comply with this policy.

## **7.2 Selling Products**

### **United States and Canada**

Ambassadors may sell products only person-to-person or through the Q Sciences website, unless they request and receive prior approval for another method of sales. Person-to-person sales include those that are done in service establishments that see customers/clients on an appointment basis only, such as a spa, dietician, or weight management specialist. Ambassadors may also make commercial sales after obtaining approval from Q Sciences. Ambassadors should submit such a written request to the Q Sciences Compliance Department at [Compliance@QSciences.com](mailto:Compliance@QSciences.com). The request should specify the details of proposed commercial sale arrangement. The term “commercial sale” means the sale of products to a third party who intends to resell the products to an end consumer.

Ambassadors are also encouraged to promote Q Sciences’ Retail Customer and Preferred Customer Programs to their customers. The Retail Customer and Preferred Customer Program allow both types of customers to purchase their Products directly from Q Sciences either on the Q Sciences website or by calling Q Sciences Customer Service at (385) 374-6400. Retail Customers and Preferred Customers will be required to provide an associated Ambassador’s Number to ensure an Ambassador receives credit for the sales.

Ambassadors may not advertise Products to Retail or Preferred Customers at a price less than the wholesale price.

Ambassadors cannot repackage, tamper with, relabel, misbrand, or adulterate Products. In Territories where Ambassadors are permitted to resell Products, Ambassadors are responsible for proper storage and product condition prior to sale.

### **All Other Markets – Not For Resale (“NFR”)**

All markets other than the United States and Canada are NFR, meaning that all products are intended for personal use and consumption for Ambassadors and Preferred Customers and may not be resold unless the product has been explicitly approved for resale in that market.

### **7.3 Manipulation Of The Compensation Plan**

Q Sciences prohibits conduct and actions which are, or may be perceived as, manipulation of the Compensation Plan primarily for the purpose of qualifying for incentives, bonuses, discount level advancement, and/or compensation paid by Q Sciences. This prohibited conduct may include, but is not limited to placing, or encouraging the placement of, orders under customer accounts in a fraudulent, manipulative, or deceptive manner. Q Sciences employs robust and consistent monitoring and enforcement procedures to review and sanction Ambassadors who do not comply with this policy.

### **7.4 Retail Sales Receipts**

A “Retail Customer” is a non-Ambassador customer who purchases Q Sciences product(s) directly from an Ambassador or on the Q Sciences website. Federal law requires that Ambassadors provide each Retail Customer with a retail sales receipt at the time of sale. If you sell directly to a Retail Customer, you must provide a completed retail sales receipt. These forms are available from office supply stores, or can be obtained by logging into the Q Sciences Back Office or contacting Customer Service.

In addition, Ambassadors must keep copies of each retail sales receipt for four years after the date of the sale. Q Sciences may, at any time, request submission of Retail Sales Receipts in order to verify retail sales for any given pay period. Ambassadors must fully complete all information for each receipt, including customer contact information, product(s) sold, price, and Ambassador information. Failure to provide accurate, verifiable, and complete retail sales receipts to Q Sciences within ten (10) days of a request is a violation of these Policies.

### **7.5 Unauthorized Sales**

Q Sciences places some limitations on the manner in which Ambassadors may sell Products in order to protect the safety of consumers and the reputation of Q Sciences. These unauthorized sales include, but are not limited to, the following:

- (1) Unauthorized Payment Methods: All payments made by credit card, debit card, or personal check must be authorized by the customer at the time of the purchase. Unauthorized usage of a customer’s credit card or other form of payment will not be tolerated.
- (2) E-commerce Sites or Auction Sites: In order to maintain Q Sciences’ premium brand image and business goodwill, as well as to preserve the unique aspects of

the Ambassador sales channels in which Q Sciences' products are sold, including person-to-person interaction, Ambassadors are prohibited from selling or advertising the sale of Products on e-commerce sites, auction sites, and websites trading in products or services using the internet. Some examples of these prohibited websites include, but are not limited to: eBay, Amazon, and Craigslist.

- (3) Social Media or Personal Websites: Ambassadors are prohibited from selling Products on social media sites or their personal website(s).
- (4) Supplying Products to be Sold in an Unauthorized Manner: Ambassadors are prohibited from supplying any other person or entity with Products that the Ambassador knows or should reasonably know are likely to be sold in an unauthorized manner.
- (5) Selling Products to Other Ambassadors: Ambassadors are prohibited from selling Products to others who plan to resell the Products, including selling to other Q Sciences Ambassadors.

If Q Sciences determines that an Ambassador makes a sale through improper means or methods or otherwise violates this or any other policy relating to the purchase or sale of products, it may take disciplinary action and/or adjust qualifications as it determines to be appropriate in the circumstances. Disciplinary action may include adjustment of any discount level and forfeiture or disgorgement of any commission, bonus, or other compensation earned by the Ambassador during that period.

## **7.6 Ordering Products**

Ambassadors may order Products directly from Q Sciences and may pay for orders with a credit or debit card, cash (if paying at Will Call), check (if paying at Will Call), or money order. To place a Product order, an Ambassador may:

- (1) Place an order online at QSciences.com;
- (2) Contact Q Sciences Customer Service at +1 (385) 374-6400; or
- (3) Visit Will Call at the Q Sciences Corporate Office.

For frequently asked questions, such as hours of operation or Product pricing, please visit QSciences.com.

All Product orders must be transmitted to Q Sciences within forty-eight (48) hours of the order being placed. Failure to do so is a form of prohibited Stacking. Once an order is entered, it cannot be changed. It is immediately transmitted to the Distribution Center to be filled and shipped. By placing a new Product order, an Ambassador certifies that he or she has sold or consumed at least 70% of all Products purchased in prior orders.

Ambassadors must keep documentation that demonstrates compliance with this policy for a period of at least four (4) years, and make such documentation available to Q Sciences when requested to do so. Failure to comply with this requirement or otherwise falsely representing the amount of Product sold or consumed constitutes a breach of the Ambassador Agreement. Any commissions or bonuses paid to the Ambassador and his or her Upline for any period of time during which such documentation is not maintained

will be recovered by Q Sciences and the Ambassador will be responsible for compensating Q Sciences for all expenses to recover such commissions and/or bonuses.

### **7.7 Sales Tax and VAT**

Q Sciences charges sales tax on the retail value of the Product order based on the shipping destination. Sales tax or VAT charges will vary by Product and by state and country. Q Sciences remits the sales tax to each state or VAT to each country in which Products are shipped. Ambassadors may not provide false information in order to avoid payment of relevant tax. Ambassadors should compute and collect sales tax on their retail sales to reimburse themselves for this expense. Q Sciences shall not be liable or responsible for Ambassadors' own collection and remittance of sales tax on Ambassadors' retail sales.

### **7.8 Shipping And Back Order Policy**

Products may be picked up at Will Call anytime during regular Will Call hours. When an order is shipped, it incurs shipping and handling charges. Please see the Back Office at QSciences.com or contact the Q Sciences Customer Service Department at +1 (385) 374-6400 or [Support@QSciences.com](mailto:Support@QSciences.com) for current shipping rates and information. If an item is back ordered, Ambassadors and/or Customers will be notified, and an estimated shipping date will be provided.

Failure to notify Q Sciences of any shipping discrepancy or damage within thirty (30) days of shipment will cancel the Ambassador's right to request a correction. If an order must be rerouted, it will be at the Ambassador's expense. Please contact the Q Sciences Customer Service Department to correct a shipping discrepancy.

### **7.9 Insufficient Funds**

If an Ambassador issues a check that is returned to Q Sciences due to insufficient funds, that Q Sciences Business will be suspended until the debt on the Q Sciences' account is paid. An Ambassador may replace an insufficient funds check with a cashier's check, money order, debit card or credit card issued in the name of the Ambassador, however, the Ambassador will be charged a \$25 fee for the returned check. If any insufficient funds payment remains outstanding at the close of business for any pay period, all compensation for that pay period will be forfeited.

With regards to accounts that are associated with Autoship orders, it is the responsibility of each Ambassador to ensure that there are sufficient funds or credit in his or her account to cover Autoship orders. Q Sciences is not obligated to contact Ambassadors in regard to orders canceled due to insufficient funds or credit.

### **7.10 Excessive Purchase Of Inventory And Bonus Buying Prohibited**

Ambassadors are not required to carry inventory of Products or sales aids other than the initial Business Kit. Q Sciences prohibits the excessive purchasing and stockpiling of Products in order to: (1) qualify for incentives, bonuses, or discount level advancement and/or compensation paid by Q Sciences; or (2) sell in a manner not in accordance with Q Sciences' Policies.

Bonus Buying is also strictly prohibited. "Bonus Buying" includes: (a) the enrollment of individuals or entities without the knowledge of and/or completion of the Ambassador Application process and/or execution of an Ambassador Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Ambassador, Preferred Customer or Retail Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Ambassadors, Preferred Customers or Retail Customers; (d) the use of a credit card by or on behalf of an Ambassador, Preferred Customer or Retail Customer when that person or entity is not the account holder of such credit card; or (e) purchasing Q sciences merchandise on behalf of another Ambassador, or under another Ambassador's Number of qualify for commissions or bonuses.

Q Sciences employs robust and consistent monitoring and enforcement procedures to review and sanction Ambassadors who do not comply with this policy. To ensure that the Products purchased are being consumed or sold in compliance with the Policies, Q Sciences may request at any time verifiable Retail Sales Receipts and other documentation to review alongside n Ambassador's order history of up to one year. Failure to abide by this policy constitutes fraudulent activity.

#### **7.11 Reporting Adverse Reactions Or Consumer Complaints**

If an Ambassador, Preferred Customer, or Retail Customer experiences, or becomes aware of, any adverse reaction to a Q Sciences Product or receives a consumer complaint, they should contact the Q Sciences Compliance Department as soon as possible at [Compliance@qsciences.com](mailto:Compliance@qsciences.com) or +1 (385) 374-6400.

### **SECTION 8: COMMISSIONS, REBATES AND BONUSSES**

#### **8.1 Qualifications For Financial Distributions**

An Ambassador must be Active and in compliance with the Agreement to qualify for bonuses and commissions ("Financial Distributions"). Q Sciences shall pay Financial Distributions to each Ambassador in accordance with the Compensation Plan as in effect at the time of payment.

Financial Distributions are calculated and paid by calendar week and calendar month. For all purposes, the calendar week begins each Saturday at 12:01 a.m. (Mountain Standard or Mountain Daylight Time, as applicable depending on the date) and ends Friday at midnight (MST or MDT).

Ambassadors are strongly encouraged to have their Financial Distributions paid via electronic funds transfer. In the event an Ambassador requests payment in the form of a paper check, the minimum amount for which Q Sciences will issue a check is \$20.00. If an Ambassador's Financial Distributions in a given week or month do not equal at least \$20.00, the Company will accrue the Financial Distributions for this Ambassador until they total at least \$20.00. A check will be issued and mailed after \$20.00 has been accrued.

Mailed checks are subject to a \$4.00 check processing fee. If it becomes necessary for Q Sciences to reissue a bonus or commission check because it has been lost, Q Sciences will charge a \$15.00 fee for each replacement check provided.

## **8.2 Adjustments To Rebates, Bonuses And Commissions**

Ambassadors receive Financial Distributions based on the sale of Products to consumers. When Product is returned to Q Sciences for a refund, the Financial Distributions attributable to the returned Product(s) will be deducted in the month in which the refund is given, and continuing every pay period thereafter, until the commission is recovered from the Ambassador and/or Ambassadors who received Financial Distributions on the sales or purchase of the refunded Products.

If an Ambassador chooses to cancel their Q Sciences Agreement within the first 30 days of enrollment, and also chooses to return the product that they have ordered within their first 30 days, a refund will be issued for the full amount paid for the product, subject to the return provisions outlined in Section 9, less any Financial Distributions accrued or paid.

## **8.3 Unclaimed Commissions And Credits**

Ambassadors must deposit or cash paper checks within six (6) months from their date of issuance. A check that remains uncashed after six (6) months will become void. After a check has been voided, Q Sciences will attempt to notify an Ambassador who has an uncashed check by sending a monthly written notice to his or her last known address, identifying the amount of the check and advising that the Ambassador can request that the check be reissued. There will be a \$15.00 charge for reissuing a check. This charge shall be deducted from the balance owed to the Ambassador.

Ambassadors who have a credit on account must use their credit within six (6) months from the date on which the credit was issued. If credits have not been used within six (6) months, Q Sciences shall attempt to notify the Ambassador on a monthly basis, by sending written notice to the Ambassador's last email and mailing addresses on file, advising the Ambassador of the credit. There shall be a \$10.00 charge for each attempted notification. This charge shall be deducted from the Ambassador's credit on account.

## **8.4 Incentive Trips And Rewards**

From time to time, Q Sciences may provide incentive trips and other awards to qualified Ambassadors. These awards or trips may be based on rank achievement and/or other high Ambassador performance and are provided only to the persons listed on a qualifying Ambassador Agreement, up to airfare for two such persons and hotel accommodations of one room. Incentive trips or awards may not be deferred for future acceptance and have no cash value. No payment or credit will be given to those who cannot or choose not to attend trips or to accept awards.

The Company may be required by law to include the fair market value of any incentive awards, trips, etc. on the Ambassador's end of year tax report. The Ambassador is liable for applicable taxes and agrees to hold the Company harmless from claims of tax liability relating to these incentive trips and awards.

## **SECTION 9: RETURNING OR EXCHANGING PRODUCTS**

### **9.1 Return Or Exchange Policies For Orders Through Q Sciences: Ambassadors, Preferred Customers, And Retail Customers (Satisfaction Guaranteed)**

If a Q Sciences Ambassador, Preferred Customer, or Retail Customer is not completely satisfied with the Products they purchased from Q Sciences (via Q Sciences website, Will Call, or Q Sciences Customer Service), they may request a refund or exchange within thirty (30) days from the date of purchase by returning the unused portion of the Product back to Q Sciences. The refund or exchange amount is based upon the price paid at the time of sale, sales tax (if applicable), and shipping costs.\* Product refunds are made in the same form of payment as the Product purchase. Product exchanges will be for Product(s) of equal or lesser value of the price paid at the time of sale.

*\*Refunded shipping costs are calculated as the lesser of 5% retail value of the items returned or \$75, but no less than the current standard flat shipping rate.*

To be entitled to a refund, the following requirements must be met:

- (1) The returned Products must be accompanied by a Returned Merchandise Authorization (RMA) number provided by the Q Sciences Customer Service Department and an inventory list of the Product(s) returned;
- (2) The returned Products must appear on the individual's order history; and
- (3) The returned Products must have been purchased within thirty (30) days preceding the date of the return.

Returned Product that does not meet the criteria listed above shall not be eligible for a refund or exchange. All Product returned to Q Sciences shall be retained by Q Sciences, regardless of whether the return meets the criteria for receiving a refund or exchange.

Sales aids and other training materials for purchase from Q Sciences are eligible for a refund if purchased within thirty (30) days preceding the date of the return with record of the purchase reflected in the Ambassador's order history.

Montana residents may cancel their Ambassador Agreement within fifteen (15) days from the date of enrollment and may return their Business Kit for a full refund within such time period.

## **9.2 Retail Customers Return Policy For Purchases Direct (Resell) From An Ambassador (Satisfaction Guaranteed) (United States And Canada Only)**

A Retail Customer who purchases directly through an Ambassador in an authorized country is entitled to a refund on any product purchased in the last thirty (30) days. Such Ambassadors must refund a Retail Customer's money immediately if asked to do so. After issuing a refund to a Retail Customer, Ambassadors must return the unused portion of the product along with a copy of the retail sales receipt and a completed Return Merchandise Authorization Form in order to receive a replacement for the Product from Q Sciences. Return Merchandise Authorization Forms are available online by logging into the Q Sciences Back Office or in person at the Q Sciences Will Call desk. Ambassadors must request the replacement product within thirty (30) days of the refund.

## **9.3 Retail Customer's Right To Cancel A Transaction**

A Retail Customer may cancel a transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the date of the Retail Sales Receipt. To cancel a transaction made directly through an Ambassador who is authorized to resell Product (i.e., Ambassadors in the United States and Canada only), the Retail Customer must mail or deliver a signed and dated copy of the Retail Sales Receipt or any other written notice, or send a certified letter, to the Ambassador at the address on the front of the Retail Sales Receipt NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY.

If a Retail Customer cancels a transaction, any payments made by the Retail Customer as part of the sale shall be returned within TEN (10) BUSINESS DAYS following receipt by the seller of the cancellation notice.

If a Retail Customer cancels a transaction, he or she must make available to the Ambassador at the Retail Customer's residence, any Products delivered to the Retail Customer as part of this sale, in substantially as good condition as when received, or the Retail Customer may comply with the instructions of the Ambassador or Q Sciences regarding the return shipment of the Product at the Ambassador's expense and risk. If the Retail Customer makes the Products available to the Ambassador and the Ambassador does not pick them up within twenty (20) days of the date of the customer's cancellation notice, the Retail Customer may retain or dispose of the goods without any further obligation. If the Retail Customer fails to make the goods available to the Ambassador, or if the Retail Customer agrees to return the goods to the Ambassador and fails to do so, then the Retail Customer remains liable for the Product.

## **9.4 Exclusions From Return And Exchange Policies**

Only Products purchased directly from Q Sciences or an Ambassador are eligible for a refund or exchange. Products purchased through the Bulk Sales Program and products purchased on any non-Q Sciences website are not eligible for a refund from Q Sciences. Q Sciences may refuse to issue a refund if it finds, in its sole discretion, that any of the conditions in this Section 9 have not been met.

## **9.5 Adjustments For Refunds**

Q Sciences will adjust compensation or discount level for any cancellation or return by an Ambassador or the Ambassador's customer(s).

# **SECTION 10: ADVERTISING AND MARKETING OF Q SCIENCES' PRODUCTS AND THE BUSINESS OPPORTUNITY**

## **10.1 Ambassador Advertising In General**

What follows are general principles to help guide Ambassadors in the decisions they may make regarding advertising and promotion of the Q Sciences opportunity (for more resources on how to advertise and promote your Q Sciences Business, log in to the Q Sciences Back Office). Q Sciences considers any direct or indirect statement or graphic using its name, logo, or trademarks or regarding its Products, results of its Products, its business opportunity, and results with its business opportunity to be forms of advertising covered by this Section.

Ambassadors may utilize various forms of advertising so long as their business activities comply with all terms of these Policies and all local, state, and federal laws and regulations. Q Sciences employs robust and consistent monitoring and enforcement procedures to review and sanction Ambassadors who do not comply with this Section.

## **10.2 No Deceptive Or Misleading Advertising**

It is the obligation of each Ambassador to ensure that all advertisement activities are truthful, not deceptive, and do not mislead customers or potential Ambassadors in any way. Advertisements and marketing activities should be professional and appropriate. Any Ambassador who engages in abusive language or inappropriate conduct that causes disruption to the normal business of Q Sciences or that of any Ambassador, or that is injurious to the image or reputation of Q Sciences or that of any Ambassador, is in violation of these Policies.

No federal or state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Ambassadors must not represent or imply that Q Sciences or its Compensation Plan has been "approved," "endorsed" or otherwise sanctioned by any government agency.

## **10.3 Professionalism In Advertising**

When an Ambassador is representing Q Sciences, whether in person or in a social network community, they must be respectful and conduct themselves with professionalism. Ambassadors must promote Q Sciences in an appropriate manner to maintain brand integrity. It is within Q Sciences' sole discretion to determine what constitutes unprofessional activity. Violations of these Policies may be reported to the Q Sciences Compliance Department at [Compliance@QSciences.com](mailto:Compliance@QSciences.com).

## **10.4 Testimonial Claims**

Q Sciences considers any statement or assertion about its Products, results on Products, use of Products, its business opportunity, and results with its business opportunity to be a "Claim" within the scope of this Section. When discussing or promoting Q Sciences, Ambassadors may make only those Claims or representations found on product packaging, the Q Sciences Website, or in current literature published by Q Sciences. There are many types of Claims, including Product Claims and Income or Lifestyle Claims as further defined below.

### **10.4.1 Product Claims**

#### **European Markets**

An Ambassador may not make any medicinal claim for any product nor specifically prescribe or present any given product as suitable for any specific ailment, as that type of representation implies the products are medicines rather than nutritional supplements or cosmetics. Products may not be likened to medicinal products prescribed for the treatment of specific ailments.

#### **All Other Markets**

Q Sciences products are foods, dietary supplements, topicals or skincare products. "Product Claims" are statements that describe what a product contains, what it is for, or what benefits it provides. You may only make claims that appear on Q Sciences Product literature, such as Product catalogues, labels, or webpages. Q Sciences has substantiated and approved only these claims, so it is important that you never deviate from these claims. Even if you have obtained results that are better or different than those stated in Q Sciences materials, you cannot say so because (1) certain claims are not permitted for certain kinds of products under the FDA, and (2) all claims must be supported by scientific evidence, which means more than an individual's experience.

It is important that Ambassadors help consumers understand that dietary supplements are not drugs. A dietary supplement is a product that contains a dietary ingredient intended to add further nutritional value to supplement the diet.

To help consumers avoid confusing a dietary supplement from a drug, the FDA requires use of the following disclaimer, also known as the DSHEA statement, to

be used with many types of structure/function product claims for dietary supplements: “This statement has not been evaluated by the Food and Drug Administration (FDA). This product is not intended to treat, cure, or prevent any disease.” If you see this disclaimer with an authorized claim in Q Sciences’ materials, you must use it any time you make the same claim in writing.

Medical claims state or suggest that a Product will treat or prevent a disease or other medical condition. Making unauthorized medical claims is dangerous to consumers who could abandon proper medical treatment for their conditions. It can also be a liability for a Q Sciences Business and can personally expose the Ambassador to fines and other legal action, even criminal action. Medical claims may not be used in association with Q Science’s products.

Ambassadors should always caution customers to see their doctor before beginning a Q Sciences product regimen and may state that Products are safe when the directions for use on the product labels are followed.

#### **10.4.2 Opportunity or Income (Including Lifestyle) Claims:**

Ambassadors are not authorized to make any Income or Lifestyle Claims related to selling Q Sciences Products. An “Income or Lifestyle Claim” is any express or implied statement about past, current or future purchases or transactions you made with income from Q Sciences or your Q Sciences business. In other words, an Income or Lifestyle Claim tells others what Q Sciences income has allowed you and your family to buy or do (e.g., purchase cars, take vacations, or buy homes).

Only hypothetical income examples used to explain how the Compensation Plan works may be made to prospective Ambassadors. In using such income examples, the Ambassadors must make clear to prospective Ambassadors that such earnings are theoretical only. When hypothetical examples are used, the Ambassador must provide a copy of Q Sciences’ Compensation Plan.

#### **10.5 Advertisements Must Identify The Q Sciences Ambassador**

Ambassadors must clearly identify themselves as a “Q Sciences Ambassador” in all advertisements, including but not limited to, social media posts and websites. Ambassadors are self-employed independent contractors. Ambassadors are not employees of Q Sciences. It is important to make this distinction and always disclose your relationship to Q Sciences as that of an Ambassador.

#### **10.6 Company-Created Advertising Materials**

Q Sciences has designed its products, product labels, and promotional materials to ensure that the presentation of all aspects of Q Sciences is fair, truthful, substantiated and supported by the law. Ambassadors are encouraged to use these company-created materials. Such company-created materials may not be edited or manipulated in any way

other than to add contact information for the Ambassador or an event. Company-created materials will be made available to Ambassadors through the Q Sciences Back Office.

### **10.7 Video And Audio Recordings And Use**

Q Sciences encourages Ambassadors to utilize current corporate videos and audio files available on its website. These videos and audio recordings are owned by Q Sciences and may not be edited or manipulated in any way. Such video and audio recordings may be used by Ambassadors in their promotional materials and social network sites.

The recording of speakers at corporate events is prohibited, unless previously approved by Q Sciences.

### **10.8 Mass Media Advertising**

Ambassadors are not permitted to advertise their business, Products, or the Q Sciences business opportunity on television, radio, billboards, national print, within published articles, online publications, mass mailings, or through channels otherwise deemed inappropriate by Q Sciences. Accordingly, Products may be promoted only (1) by personal contact or (2) through literature produced and distributed by Q Sciences or its Ambassadors in accordance with the Policies. Subject to the other terms of this Section, Ambassadors are permitted to place generic opportunity advertisements in jurisdictions allowing that type of advertisement.

### **10.9 Advertisements And Marketing Must Abide By The Law**

Promotion of Q Sciences Products by Ambassadors is considered commercial speech, or speech done on behalf of a company or individual for the intent of making a profit. This type of speech has the intent of convincing consumers to take part in a particular action, such as purchasing Products. Therefore, advertisements and marketing must be truthful and must not be deceptive or misleading.

Government agencies have established guidelines and rules for what may and may not be communicated in commercial speech, and even an Ambassador's personal experience may not conform to these guidelines. Ambassadors are responsible for complying with these legal requirements as well as any relevant local, state, and federal laws and regulations.

### **10.10 Exhibits, Fairs Or Trade Shows**

Ambassadors may be approved to sell Products in certain limited-duration exhibits, fairs, home shows, trade shows, and other seasonal or annual events. For these events, a request with information about the exhibition must be submitted to [Compliance@QSciences.com](mailto:Compliance@QSciences.com) for approval at least 7-10 business days prior to the expected event. Exhibit Request Forms may be found in the Q Sciences Back Office. Only one Q Sciences Ambassador will be approved per trade show. Ambassadors can

only hold or participate in one trade show at a time, unless the Q Sciences Compliance department grants an exception.

#### **10.11 Use of Discount Or Auction Websites**

Using any third-party discount or auction website or web page relating to Q Sciences is prohibited. Refusal to follow this direction constitutes a breach of the Contract, may result in immediate cancellation and a fine up to \$10,000, and precludes the Ambassador from being eligible to receive any refund on any Products purchased as otherwise provided in Section 8.

#### **10.12 Use of Personal Independent Websites**

Q Sciences provides Ambassadors with an Ambassador Website from which they can market Q Sciences Products and the opportunity as well as receive training. Ambassadors are prohibited from owning, establishing, and/or operating their own independent websites to market the Products, promote the Q Sciences business opportunity, or offer Q Sciences-related training.

Q Sciences reserves the right to classify an Ambassador's social media and online presence as the functional equivalent of operating an independent website. For example, a website developed on a blogging platform through a third party or other social media presence that is developed for the primary purpose of marketing or promoting the Products and/or the Q Sciences opportunity, gain leads, or to offer Q Sciences-specific training may be considered the functional equivalent of an independent website.

#### **10.13 Q Sciences-Related Domain Names And Email Addresses**

Ambassadors are not permitted to own, create, or maintain domain names, email addresses, and/or online aliases that utilize Q Sciences' trademarks or tradenames, could cause confusion, or be misleading or deceptive to consumers by appearing to be connected to the Q Sciences Corporate Office. Q Sciences will determine, in its sole discretion, whether such could cause confusion or be misleading or deceptive.

#### **10.14 Unsolicited Communications Sent By Text, Email, Or Fax**

An Ambassador may not, directly or through a third party, use or transmit unsolicited mass email distribution, unsolicited bulk email, unsolicited texts, auto dialers, unsolicited phone calls, faxes, or engage in spamming in connection with promoting the Products or the Q Sciences opportunity. Ambassadors must comply with the requirements of the Telephone Consumer Protection Act (TCPA) and the Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM Act), related FTC regulations, and any other applicable laws or regulations regarding such communications.

Communications sent to any person with that person's express invitation or permission, and communications with any person with whom the Ambassador has an established

business or personal relationship are not considered “unsolicited communications” subject to this section. The term “established business or personal relationship” means a prior or existing relationship formed by a voluntary two-way communication between an Ambassador and a person, on the basis of: (1) an inquiry, application, purchase or transaction by the person regarding products offered by such Ambassador; or (2) a personal or familial relationship, which relationship has not been previously terminated by either party.

Appropriate communications must clearly disclose that the message is an advertisement or solicitation and identify the Q Sciences Ambassador as the sender and must include a functioning return method of communication to the sender. The communication must also include language describing a method by which the receiving party may “opt-out” or “unsubscribe.” All such requests must be honored. Failure to honor within ten (10) business days of receiving the request is a violation of these Policies.

#### **10.15 Social Networking and Social Media**

Ambassadors may use social media and other forms of internet communication to gather with other likeminded individuals. These online social networks may be used to drive traffic to the Ambassador’s Q Sciences Website. Ambassadors must register such social networking accounts with the Q Sciences Compliance Department and grant Q Sciences access to those sites for monitoring purposes.

It is the Ambassador’s obligation to ensure that all content he or she posts on social networks is current, and that any old content that is out of compliance with any terms of the Policies is immediately and permanently removed. Ambassadors who use social networking sites must also comply with the rules associated with that particular website or network. Q Sciences employs robust and consistent monitoring and enforcement procedures to review and sanction Ambassadors who do not comply with this policy.

#### **10.16 Ambassadors Are Responsible For Their Postings**

Ambassadors are personally responsible for their postings and all other online activity related to Q Sciences. Therefore, even if an Ambassador does not own or operate a social media site, if an Ambassador makes a post that relates to Q Sciences, or which can be traced back to Q Sciences, the Ambassador is responsible for the posting. Ambassadors are also responsible for postings which occur on any blog or social media site the Ambassador owns, operates or controls.

#### **10.17 Use of Ambassador-Created Advertising Materials**

Q Sciences requires that any Ambassador-created advertising or marketing materials be submitted to Q Sciences’ Compliance Department for approval prior to its use by the Ambassador. All such supplemental marketing materials are prohibited unless Q Sciences gives the Ambassador written approval to use such materials. Q Sciences further reserves the right to rescind approval for any supplemental marketing materials.

Ambassadors waive all claims for damages or remuneration arising from or relating to such rescission.

If approved by us in writing, Ambassadors may produce supplemental marketing material of any kind, including but not limited to, advertisements of any media type, flyers, brochures, CDs, audio recordings, posters, or banners. It is the Ambassador's responsibility to ensure that all such materials are current and in compliance with these Policies, as well as any local, state, and federal laws and regulations.

To the extent that any such marketing materials discuss Products or individual stories, such materials must include the following disclaimer:

*Personal testimonials reflect individual experiences of Q Sciences Ambassadors and are not necessarily typical of the results you may obtain. Results vary with individual effort, consistency of use, body composition, eating patterns, and exercise. Q Sciences makes no guarantee as to the results that you may experience. Q Sciences encourages healthy, sustainable weight loss with consistent healthy lifestyle activities over a period of time. If an individual has a medical condition or is pregnant or nursing, Q Sciences recommends that the individual consult his or her healthcare professional before starting a Q Sciences Product regimen. Individuals should always read the product label before use.*

#### **10.18 Use of Celebrity Names**

No names of celebrities may be published by Ambassadors relating to Q Sciences without the prior written approval of Q Sciences.

#### **10.19 Post-Termination Social Media Presence**

If the Ambassador Agreement is cancelled, or the Ambassador resigns, the Ambassador must discontinue use of the Q Sciences name, trademarks, copyrighted images, trade names, and other intellectual property and all derivatives in any postings and on all social media sites. If the Ambassador posts on any social media site on which she or he has previously identified as a Q Sciences Ambassador, then the Ambassador must conspicuously disclose that they are no longer a Q Sciences Ambassador.

The Ambassador must also remove from public view all references and posts regarding Q Sciences from social networking profiles within five (5) business days from the date they are no longer an Ambassador. If the Ambassador has a Q Sciences-related social networking group presence, they are also required to remove the group from public view. The Ambassador may transfer the administration rights to another Q Sciences Ambassador in good standing.

### **SECTION 11: DISCIPLINARY ACTION AND DISPUTE RESOLUTION**

#### **11.1 Notice of Disciplinary Action**

Q Sciences reserves the right to take disciplinary action against an Ambassador at any time, with or without prior notice, whenever it is determined to be the necessary and appropriate action. At the sole discretion of Q Sciences, disciplinary action may include withholding or forfeiture of an Ambassador's unpaid earnings and incentives. Q Sciences reserves the right to recoup damages and pursue legal action for violation of its Policies or its Ambassador Agreement.

Notwithstanding the foregoing section, any probation, suspension, or cancellation invoked by Q Sciences becomes effective on the date Q Sciences sends notice to the affected Ambassador(s). The notice will be mailed and/or emailed to the Ambassador's physical address and/or email of record with Q Sciences. Account holds are the exception to this notification process as they are the most minor forms of disciplinary action and will be effective immediately with or without notification.

## **11.2 Forms of Disciplinary Action**

The Policies are in place to protect Q Sciences and the business opportunity for all Ambassadors. Violations of the Policies are considered extremely serious and may subject an Ambassador to disciplinary action, at the sole discretion of Q Sciences. Q Sciences may attempt to address a violation by counseling the Ambassador; however, depending on the particular situation, more severe disciplinary measures may be required including, but not limited to, the following:

- (1) **Warning:** issued to clarify or confirm the meaning and/or application of a specific Policy, advise that continued violation will result in further disciplinary action, and direct that immediate corrective action be taken.
- (2) **Account Hold:** a period of time in which an Ambassador's account is frozen during an investigation of a possible Policy violation. During this time, the Ambassador may not buy or order Products, sign up Downline Ambassadors or customers, or earn or be paid compensation through the Compensation Plan. Q Sciences will investigate the violation within a reasonable amount of time and release the hold upon a determination that the Ambassador's conduct is not subject to further disciplinary action. Compensation that would have been earned by or paid to the Ambassador during the account hold period will be held in escrow by Q Sciences during the investigation period. These funds will be released to the Ambassador if and when it is determined that the Ambassador's conduct is not subject to further disciplinary action.
- (3) **Suspension:** A form of disciplinary action imposed for a defined period of time, or until certain specified conditions are met, under which an Ambassador is considered *not in good standing* due to violation of one or more of these Policies or other aspect of the Ambassador Agreement. During a suspension, the Ambassador's account is frozen, and the Ambassador may not conduct any aspect of the Q Sciences Business, participate in Ambassador events, or earn compensation. Compensation that would have been earned by or paid to the Ambassador during the suspension period is forfeited. Ambassador agrees that Q Sciences' retention of such compensation is

reasonable in the light of the anticipated or actual harm caused by Ambassador's breach, the difficulties of proof of loss, and the inconvenience or non-feasibility of Q Sciences otherwise obtaining an adequate remedy for the breach.

- (4) **Probation:** A specified period of time after completion of an investigation or suspension, during which an Ambassador's conduct of his/her Q Sciences Business is closely monitored for compliance with these Policies. During a period of probation, an Ambassador's account is open, but the Ambassador may be required to report to the Compliance department on his/her activities or behaviors.
- (5) **Cancellation:** the complete cancellation of an Ambassador Agreement and revocation of the Ambassador's rights by Q Sciences, including the right to receive any further compensation, whether accruing before or after the termination date, due to violation of one or more of these Policies or other aspect of the Ambassador Agreement. Upon cancellation, the Ambassador must immediately cease to represent himself or herself as an Ambassador. Upon cancellation, Q Sciences may elect in its sole discretion to either compress the Downline Organization up one level, or retain the cancelled Ambassador position "as is." Ambassador agrees that Q Sciences' retention of compensation that otherwise would have been earned absent cancellation of the Ambassador's account is reasonable in the light of the anticipated or actual harm caused by Ambassador's breach, the difficulties of proof of loss, and the inconvenience or non-feasibility of Q Sciences otherwise obtaining an adequate remedy for the breach.

## **SECTION 12: ASSIGNMENT, TRANSFER OR SALE OF A Q SCIENCES BUSINESS**

### **12.1 Q Sciences Retains Sole Discretion To Approve Requests For The Assignment, Transfer Or Sale Of A Q Sciences Business**

An Ambassador wishing to assign, transfer or sell a Q Sciences Business must notify Q Sciences in writing of his or her intent to sell the Q Sciences Business. Requests should be sent to the Q Sciences Compliance Department. Only those Ambassadors who have a paid rank of Silver or higher and are in good standing are permitted to make such a request. Such a request will automatically be denied if it results in any changes in the line of sponsorship. Q Sciences has sole discretion to approve of the requested transaction and similarly has the first right of refusal to purchase an Ambassador's Q Sciences Business.

### **12.2 Termination of a Q Sciences Business**

Immediately upon the assignment, transfer or sale of a Q Sciences Business, an Ambassador forfeits his or her rights to the Q Sciences Business. An Ambassador may not reapply to become a Q Sciences Ambassador for at least six months following the assignment, transfer or sale of a Q Sciences Business.

## **SECTION 13: DISPOSITION OF A Q SCIENCES BUSINESS – DEATH OR LEGAL INCAPACITY**

### **13.1 Passing On Your Q Sciences Business**

Subject to the automatic rights of a surviving spouse who is an Applicant or Co-Applicant, an Ambassador may choose to pass his or her Q Sciences Business on to a beneficiary(ies) in the event of his or her death in a valid will or testamentary document. A Q Sciences Business does not automatically pass down to an Ambassador's beneficiary(ies) without it being expressly written in a valid will or other testamentary document. Instead, all Q Sciences Businesses that are not included in a valid will or testamentary document (including a testamentary trust) may be terminated, in the sole discretion of Q Sciences.

Notice of an Ambassador's death must be provided to the Q Sciences Compliance department within thirty (30) days of the date of death to prevent the Ambassador's account from being purged. A certified copy of the death certificate must be provided upon request.

Ambassadors are encouraged to seek professional legal assistance from an attorney to ensure the proper transfer of the Q Sciences Business. Inheritance of a Q Sciences Business does not guarantee that a beneficiary will receive any earnings at any particular level. Success in Q Sciences is dependent upon successful sales efforts, which require hard work, diligence, and leadership. The success of a beneficiary will depend upon how effectively he or she exercises these qualities.

### **13.2 Surviving Or Capable Spouse**

When a Q Sciences Business consists of a married couple (Applicant and Co-Applicant) and one person dies or becomes legally incapacitated, the Q Sciences Business will remain in the name of the surviving or capable spouse. The surviving or capable spouse must forward a certified copy of the death certificate or declaration of legal incapacity, as the case may be, to Q Sciences to change the ownership of the business.

### **13.3 Eligibility Requirements To Inherit Or Operate An Existing Q Sciences Business**

- (1) Must be at least 18 years of age;
- (2) Must reside in a geographic area where Q Sciences operates its direct selling business;
- (3) Must read and accept the Policies; and
- (4) Must agree to and submit a signed Ambassador Agreement.

### **13.4 Q Sciences Business Left To A Single Beneficiary In A Valid Will**

When a Q Sciences Business is disposed of in a will transferring it to a single beneficiary, Q Sciences will transfer ownership of the business in accordance with the terms of the

will. In order to inherit a Q Sciences Business, the beneficiary must meet the eligibility requirements in this Section. Failure of the single beneficiary to meet the eligibility requirements within sixty (60) days, or completion of probate following the death of the original Ambassador, may result in the termination of the Q Sciences Business unless the business is held in trust.

### **13.5 Q Sciences Business Left To Multiple Beneficiaries In A Valid Will**

If a will designates more than one beneficiary, Q Sciences will place the Q Sciences Business in one name as decided by all named beneficiaries. If all named beneficiaries cannot agree among themselves in whose name to place the Q Sciences Business, Q Sciences shall make that decision in its sole discretion. The chosen named beneficiary must meet the eligibility requirements in this Section within sixty (60) days of the death of the original Ambassador or upon completion of probate. A Q Sciences Business cannot be divided. Upon earning compensation, the designated party will be issued payment. Q Sciences will not divide funds earned from the Q Sciences Business. The beneficiaries shall have no claim or recourse against Q Sciences for how any compensation paid to the Q Sciences Business is allocated among the beneficiaries.

### **13.6 Q Sciences Business Left In Trust**

A trust created in the will of the Ambassador may be established in order to leave a Q Sciences Business to beneficiaries at the time of the Ambassador's death. For example, a testamentary trust may be established for the benefit of minor children or incapacitated adults.

The terms of the trust should designate a trustee who will operate the Q Sciences Business or appoint a third party to do so. Q Sciences reserves the right to deny the transfer of a Q Sciences Business to a trust created under the will of an Ambassador if it determines the trustee does not meet the eligibility requirements in this Section, or is not sufficiently authorized or capable of operating the Q Sciences Business in compliance with the Policies.

Upon the transfer of a Q Sciences Business, the beneficiary is eligible to earn compensation pursuant to the Policies. Upon dissolution of the trust, if applicable, pursuant to the will of the Ambassador that created the trust, the beneficiaries and trustee must decide who will be named on the Q Sciences Business in order for it to continue operating. Q Sciences will continue to issue compensation to the designated party on the Q Sciences Business.

### **13.7 Procedure For Beneficiary Or Trustee To Operate A Q Sciences Business**

In order for a beneficiary or trustee to operate a Q Sciences Business, he or she must satisfy the following requirements:

- (1) Provide Q Sciences with a certified copy of the death certificate and a fully executed copy of the will or other instrument establishing the beneficiary's valid right to the Q Sciences business;
- (2) The single beneficiary or trustee must sign an Ambassador Agreement;
- (3) The beneficiary or trustee must meet the eligibility requirements in this Section;
- (4) The beneficiary or trustee must comply with the Ambassador Agreement and the Policies;
- (5) If a Q Sciences Business is left to more than one beneficiary or if it is left to minor(s), then the beneficiaries or trustee must establish a business entity and acquire a Federal Tax ID Number. Q Sciences will issue one IRS Form 1099 to the business entity or single person designated; and
- (6) Provide Q Sciences with an address or account of record.

### **13.8 Ambassador Leaves No Valid Will**

When an Ambassador has no co-applicant and the Ambassador has not expressly provided for the transfer of the Q Sciences Business in a valid will, the Q Sciences Business shall terminate upon notice of the Ambassador's death.

### **13.9 Legal Incapacity**

Subject to the automatic rights of a surviving spouse who is an applicant or co-applicant as set out in this Section, if an Ambassador becomes legally incapacitated and has a valid Power of Attorney for Property or similar Mandate in place or a person has been appointed as the guardian of the Ambassador by a court of competent authority, such Attorney appointed under the Power of Attorney document or similar Mandate or court appointed guardian (hereinafter "Personal Representative") may continue to operate the Q Sciences Business on behalf of the legally incapacitated Ambassador for the duration of such legal incapacity. Notice of an Ambassador's legal incapacity must be provided by the Personal Representative to Q Sciences within thirty (30) days of the date of the declaration of legal incapacity to prevent the Ambassador's account from being purged. A certified copy of the declaration of legal incapacity must be provided by the Personal Representative upon request. Q Sciences reserves the right to deny the continued operation of the Q Sciences Business by the Personal Representative if it determines the Personal Representative does not meet the eligibility requirements in this Section or is not sufficiently authorized or capable of operating the Q Sciences Business in compliance with the Policies.

### **13.10 Bankruptcy**

The prohibition on the sale or assignment of a Q Sciences Business applies if an Ambassador files for bankruptcy and his or her Ambassador position or Ambassador Agreement would otherwise become part of an estate in bankruptcy or an asset for sale or disposition as part of the proceedings. Under no circumstances may a Q Sciences Business be transferred to any other person or entity as part of a bankruptcy proceeding, either by the Ambassador, the bankruptcy trustee, a court, or otherwise. Unless an

Ambassador is permitted to retain his or her Q Sciences Business as part of the resolution of the bankruptcy proceedings, such Q Sciences Business shall be deemed cancelled and the Ambassador position vacated as of the date of the bankruptcy filing.

## **SECTION 14: CANCELLATION OF A Q SCIENCES BUSINESS**

### **14.1 Cancelling Your Q Sciences Business**

A Q Sciences Business may be: (i) voluntarily cancelled by the Ambassador, (ii) involuntarily cancelled by Q Sciences, or (iii) cancelled for inactivity.

An Ambassador has the right to cancel the Agreement at any time. Cancellation must be submitted in writing to Compliance@QSciences.com or mailed to the company's headquarters office at the address published on the Q Sciences website. The written notice must be titled "Notice of Cancellation" and include the Ambassador's signature, printed name, address, and Ambassador Number. However, if an Ambassador is not in good standing with Q Sciences at the time Q Sciences receives notice of cancellation, the consequences of an involuntary cancellation (discussed below) may take effect.

An Ambassador's breach of any of the terms of the Agreement may result in any of the disciplinary actions in Section 11.2, including the involuntary cancellation of his or her Ambassador Agreement. Unless otherwise provided for in the cancellation notice issued by Q Sciences, cancellation shall be effective on the date on which written notice is mailed, faxed, emailed, or delivered to an express courier, to the Ambassador's last known physical or email address (or fax number), or to his/her attorney, or when the Ambassador receives actual notice of cancellation, whichever occurs first.

After the initial one-year enrollment period, an Ambassador Agreement may be cancelled by Q Sciences for lack of payment of the renewal fee, or for inactivity if an Ambassador fails to place a Product order or generate a customer sale for a period of six consecutive calendar months. Should cancellation occur, it will become effective upon notice from Q Sciences on the day following the last day of the sixth month of inactivity.

### **14.2 Effect of Cancellation**

So long as an Ambassador remains active and complies with the terms of the Contract, including these Policies, the Ambassador shall be eligible to receive compensation, and only that compensation, provided in the Compensation Plan. Following an Ambassador's non-renewal of his or her Ambassador Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Ambassador Agreement (all of these methods are collectively referred to as "cancellation"), an Ambassador shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation or as a disciplinary sanction). The former Ambassador otherwise shall have no right, title, claim or interest to the marketing organization which he or she operated, or to any commission or bonus from the sales generated by the organization.

An Ambassador whose business is involuntarily cancelled may not reapply to become an Ambassador. In circumstances where cancellation occurs for other reasons, an Ambassador may reapply to become an Ambassador after six months.

Following an Ambassador's cancellation of his or her Ambassador Agreement, the former Ambassador shall not sell Q Sciences products or hold himself or herself out as a Q Sciences Ambassador.