



Impact Global Lifestyle Policies and Procedures

Welcome to Impact Global Lifestyle, (The “Company”) a new lease on life and a way to do your global business.

All individual(s) are welcome to Join with us in this great venture. These Policies and Procedures are for Independent Distributors and Customers who purchase our products and join our business model to do business in the Impact Global Lifestyle Way. This is more than just a company to purchase products, it’s a lifestyle that will Impact many in doing business on a Global scale.

There are amazing Products, Promotions, Rewards, Bonuses and much more waiting for you. This document is a formal agreement between all who participate with the Company. It is intended to be binding on the parties to help govern through the business and compensation requirements. Failure to follow these agreements may result in the inability to purchase products and participate in the bonuses allowed to distributors in good standing. The company may prohibit individuals, or companies or the like from becoming a distributor or continuing as a distributor in its sole discretion.

1. Distributor Code of Conduct

- a. Distributors agree to be honest in all they do.
- b. To be fair with others,
- c. To represent using best efforts for Impact Global Lifestyle (“the Company”).
- d. To obey the Laws of the Land in which they reside.
- e. To act in a professional manner at all company events, calls, conferences etc.
- f. To not intentionally misrepresent products, programs or compensation plans or make false or misleading claims as to the business opportunity.
- g. You represent that you are of sufficient age and accountability to do this business

- h. You promise to help your downline and others to success to the best of their ability.
- i. I attest that I will not discriminate or harass others or engage in deceptive trade practices.
- j. I will not knowingly do cross line recruiting.
- k. I acknowledge I am an independent distributor and do my own independent business.
- l. You state you will not make false income claims nor encourage others to incur debt to participate in the business.
- m. You will not represent to prospective distributors to overly purchase products.
- n. You will inform potential distributor(s) they can purchase as a customer.

2. Online Conduct

a. Distributor Web Sites

- i. Distributors may use the external website/landing page, as provided and approved by the company, to promote their business and products. Distributors may also create their own websites, so long as the website and its content comply with the terms of the Company's Policies and Procedures. It is the Distributor's obligation to ensure your online marketing activities are truthful, are not deceptive and do not mislead customers or potential Distributors in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization ("SEO") tactics, misleading click-through ads (i.e. having the display URL of a Pay-Per-Click ("PPC") campaign appear to be directed to an official Company Site when it in fact goes elsewhere), unapproved banner ads, and unauthorized press releases. The Company will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.
- ii. Specifically prohibited are blog posts that use the word "fraud" as a means to draw consumer attention and then supply a positive write-up, article, post or communication. The use of the word fraud in post titles is forever linked to the brand as a result of this activity. Many individuals will never even click

through the link and will just take the heading as fact. In addition, these titles tend to display at the top of Google search results negatively impacting the Company and its brand.

b. Replicated Websites

- i. Distributors receive a Company Replicated Website subscription to facilitate the online buying experience for their customers and distributor enrollments. Distributors are solely responsible and liable for the content they add to their Replicated Website and must regularly review the content to ensure it is accurate and relevant.
- ii. Distributors may not alter the branding, artwork, look, or feel of their Replicated Website, and may not use their Replicated Website to promote, market or sell non-Company products, services or business opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:
 1. The Independent Distributor Logo
 2. Your Name
 3. Corporate Website Redirect Button
 4. Artwork, logos, or graphics
 5. Original text
- iii. Because Replicated Websites reside on the Company's domain, the Company reserves the right to receive analytics and information regarding the usage of your website.
- iv. By default, your Replicated Website URL is:
distributorID.impactglobalhq.com
- v. You must change this default ID and choose a uniquely identifiable website name that cannot:
 1. Be confused with other portions of the corporate website;
 2. Confuse a reasonable person into thinking they have landed on a Company corporate page;
 3. Be confused with any Company name;
 4. Contain any discourteous, misleading, or off-color words or phrases that may damage the Company's image.

c. Registered External Website Content

- i. Distributors are solely responsible and liable for their own Registered External Website content, messaging, claims, and information and must ensure that it appropriately represents and

enhances the Company brand and adheres to Company Policies and Procedures. Additionally, Registered External Websites must not contain disingenuous popup ads or promotions or malicious code. External websites may not disparage another company, product or service. Decisions and corrective actions in this area are at the Company's sole review and discretion.

- d. Independent Distributor Disclosure
 - i. To avoid confusion, the following three elements must be prominently displayed at the top of every page of your Registered External Website:
 - ii. Although the Company brand themes and images are desirable for consistency, anyone landing on any page of a Distributor's External Website must clearly understand that they are at an Independent Distributor site, and not a Corporate page.
- e. Registered External Websites Must be Exclusive
 - i. Your external website must contain content and information that is exclusive to the Company. You may not advertise other products or services other than the Company's product line, opportunity, bonus plan and services.
- f. No eCommerce or Stock-and-Sell Retailing
 - i. A Distributor's Registered External Website must only facilitate the entry into his/her Company Replicated Website. Distributors may not *stock and sell* Company products, nor may you facilitate an eCommerce environment that would facilitate this model. All orders must be placed through your official Replicated Website or Distributor Workstation. You may not sell additional services as part of the Company's products nor represent non-company services to the customer as being offered by the Company. This includes customized leadership and training services.
- g. Registered External Website Termination
 - i. In the event of the voluntary or involuntary cancellation of your Distributor Agreement, you must remove your Registered External Website from public view within three days and redirect (forward) all traffic from that domain to www.impactglobalhq.com. Your external website may be transferred to

another Distributor, subject to Company approval, on a case-by-case basis.

h. Team Websites

- i. You may use team websites for the purposes of connecting, communicating, training, education and sharing best practices among team customers. Because these sites may contain sensitive and Company-specific information, these team websites must be password protected and may only be shared with customers of your Sales Organization. Before you offer a team website to other Distributors, you must request approval of the website from the Company. The team website will only be approved upon written notice from the Company.

i. Domain Names, email Addresses and Online Aliases

- i. You are not allowed to use or register Impact Global or any of the Impact Global trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from or is the property of Impact Global. Examples of the improper use of Impact Global include, but are not limited to any form of Impact Global or Impact Global Global showing up as the sender of an email or examples such as:

1. www.MyImpactGlobalglobalBiz.com
2. www.ImpactGlobal DreamTeam.com
3. www.SellImpactGlobal.com
4. www.ImpactGlobalJaneDoe.com
5. www.ImpactGlobalglobalMoney.net

j. Hotlinks

- i. When directing readers to your Registered External Website or replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader that the link will be resolving to the site of an independent Distributor. Attempts to mislead web traffic into believing they are going to a Company corporate site, when in fact they *land* at a Distributor site (replicated or registered external) will not be

allowed. The determination as to what is *misleading* or what constitutes a *reasonable reader* will be at the sole discretion of the Company.

- k. Monetizing Registered External Websites
 - i. Distributors may not monetize their Replicated Website or their Registered External Website through affiliate programs, AdSense or similar programs.
- l. Online Classifieds
 - i. You may not use online classifieds (including Craigslist) to list, sell or retail specific Company products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the Company's business opportunity, provided that the Company approved templates/images are used. These templates will identify you as an Independent Distributor. If a link or URL is provided, it must link to your Replicated Website or your Registered External Website that was pre-approved.
- m. Online Retailing
 - i. Distributors may not list or sell Company products on any online retail store or ecommerce site, nor may you enlist or knowingly allow a third party to sell Company products on any online retail store or ecommerce site.
- n. Banner Advertising
 - i. You may place banner advertisements on a website provided you use Company approved templates and images. All banner advertisements must link to your Replicated Website or a Registered External Website. Distributors may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with the Company products or opportunity.
- o. Spam Linking
 - i. Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments

you make on blogs, forums, guest books, etc., must be unique, informative and relevant.

p. Digital Media Submission

- i. Distributors may upload, submit or publish Company approved video, audio or photo content that they develop and create so long as it aligns with Company values, contributes to the Company's vision and is approved by the Company to be in compliance with the Company's Policies and Procedures. All submissions must clearly identify you as an Independent Distributor in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. Distributors may not upload, submit or publish any content (video, audio, presentations or any computer files) received from the Company product site or captured at an official Company event or in buildings owned or operated by the Company without prior written permission.

q. Sponsored Links / Pay-Per-Click (PPC) Ads

- i. Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either the sponsoring Distributor's Replicated Website or to the sponsoring Distributor's Registered External Website. The display URL must also be to either the sponsoring Generator's Replicated Website or to your Registered External Website and must not portray any URL that could lead the user to believe they are being directed to a Corporate site or be inappropriate or misleading in any way.

r. Domain Names and Email Addresses

- i. Except as set forth in the Distributor Agreement, Distributors may not use or attempt to register any of the Company trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address. If you do register any portion of the Company branding to a social media account, the company will require you to release the site/username to the company or delete the account altogether.

s. Social Media

- i. In addition to meeting all other requirements specified in these Policies and Procedures, should a Distributor utilize any form of social media, including but not limited to Facebook, Twitter,

LinkedIn, YouTube, Instagram, Pinterest, etc., the Distributor agrees to each of the following:

1. Distributors are responsible for the content of all material they produce and all of their postings on any social media site, as well as all postings on any social media site that they own, operate, or control.
2. Social media is an important business tool for many distributors, and as such, all social media posts must remain business-appropriate on both personal and business social media accounts. Posts with sexually explicit content and inappropriate dress are strictly prohibited. A distributor may not share photos in personal private spaces such as a bedroom, bed, bathroom, etc. Revealing photos of the human anatomy, including but not limited to: full or partial nudity, close-ups of genitals, buttocks, or breasts are strictly prohibited. Such posts, whether linked to their Independent Distributor business or not, may result in disciplinary actions up to and including termination. The Company retains the right to assess what constitutes inappropriate dress or images, as well as the breadth and severity of any violations pertaining to this policy. The Company also retains the right to take disciplinary action, including alternative actions as outlined in Section 9 of these policies, at its sole discretion.
3. Distributors shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
4. No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the Distributor's Replicated Website.

5. It is each Distributor's responsibility to follow the social media site's terms of use.
6. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
7. Any social media site that is directly or indirectly operated or controlled by a Distributor that is used to discuss or promote Company products or the opportunity may not link to any website, social media site, or site of any other nature, other than the Distributor's replicated website.
8. During the term of this Agreement and for a period of 12 calendar months thereafter, a Distributor may not use any social media site on which they discuss or promote, or have discussed or promoted, the Company business or Company products to directly or indirectly solicit Company customers or distributors for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Distributor shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Distributors relating to the Distributor's other direct selling business activities. Violation of this provision shall constitute a violation of the no solicitation provision in Section 23 below.
9. A Distributor may post or "pin" photographs of Company products on a social media site, but only photos that are provided by the Company and downloaded from the Distributor's Back-Office. Any content that is designed by the Distributor for public posting must be pre-approved by Compliance if it references the Company by name.
10. If a Distributor creates a business profile page on any social media site that promotes or relates to the Company, its products, or opportunity, the business profile page must relate exclusively to the Distributor's business and Company products. If the Distributor's business is cancelled for any reason or if the Distributor becomes inactive, the Distributor must deactivate the business profile page.

11. The use of “live” events that are openly broadcast on social media of the Company’s products, services, opportunity or bonus plan is strictly prohibited. You may only share your personal information should you want to broadcast live. All company presentations and live events should be in a closed forum with the Distributor is aware of all those in attendance and has collected their name, email address and telephone number at a minimum. Live events that are openly broadcast to the public violate the “two-way” communication and request guidelines for prospecting. If any individual requests that you provide information or access and you have proof of this request, then you are compliant. If you just openly broadcast information that could be deemed alluring, gainful, or misleading then your acts could be deemed fraudulent.
12. Social Media posts that show product/service performance returns are strictly prohibited. Distributors may only post content that is in compliance with Section 2.s of this document. Unauthorized posts may result in disciplinary actions up to and including termination. Specifically, with the first offense of this nature, distributors may be given a warning. The second offense may involve a fine of \$500 USD and a third offense may result in immediate termination. The company retains the right to assess the breadth and severity of any claims and take disciplinary action, including alternative actions as outlined in Section 9 of these policies, at its sole discretion.

3. Independent Business Status

- a. I fully understand that I am an independent Business Distributor for State Federal or local rules and regulations. That for tax purposes the company treats me as a separated Independent Contractor. That I am responsible for my own taxes. That I am in no way an employee or agent of the company. That this is not a franchise. That in no way can I bind the company or create any obligation for the company. That I set my own hours and method of doing business and I am not supervised by the company. That I rely on my own efforts and no economic benefit is guaranteed. That it’s on my own efforts and

business abilities that bring success. I am an Independent Contractor, and my commissions are based on sales, not recruiting.

4. Registration Fee and Product Purchases

- a. Other than the one-time initial fee and annual registration fee, no person is required to purchase company products, services or sales aids, or to pay any other charge or fee to become an Independent Distributor of the Company.

5. Distributor Tax Status

- a. I am responsible to pay any self-employment taxes. That I alone am responsible for any collection of retail sales that I do. That I maintain and qualify to be a 1099 status. That provided I reach the necessary economic threshold related to my distributorship a 1099 would be issued.

6. Customer Product Purchases

- a. Customers are encouraged to Purchase product through the Company Web site. Customers are not paid a commission for product purchases. They are however rewarded for loyalty for repeat purchases and encourage others to purchase the products offered by the company. The individual customers may receive reward points or promotions to assist in future product purchases, for themselves and associates.

7. Retail Sales

- a. Products purchased from the Company may only be sold to retail customers, used for Product demonstrations, or for your own personal use. You are authorized to resell Products you purchase from the Company to retail customers. You may establish your own retail prices for Products and may keep all the profits you earn.

8. Desire to Enroll

- a. I understand that should I desire to purchase products as a Customer I can. That if I so choose, I can resell the products at my discretion

ensuring I do not adulterate the product or the labels. That should I desire to become a distributor I can enroll with the company if I meet and maintain their requirements as stated herein. That I can enroll others to be on my team and work with me.

9. Distributor duty to Maintaining Accurate Account

- a. As a Distributor, it is your duty to keep information with the company current and accurate. You must immediately update any changes to your account. Should the Company determine your account is false or intentionally inaccurate, the Company may take disciplinary action up to and including termination. In the Industry a rule known as the 70% rule requires distributors to sell or consume at least 70% of on hand inventory. Distributors are to use best efforts to maintain records showing compliance.

10. Distributorship Limitations

- a. You are allowed to enroll for one Distributorship with the Company. Should your partner or spouse desire to also enroll, they are allowed one distributorship as well. You must be at least 18 years of age or emancipated eligible to enroll. Distributorships interest may be held inside a corporate name or trust as desired. Should you join another Network Marketing company this is grounds for immediate termination and forfeiture of all commission and or bonuses.

11. Orders

- a. The Company does not accept orders based on credit. Payment must be cash, cashier's check, money order, credit card, direct debit, wire or authorized check or such other method as may be accepted by the Company. Orders will not be shipped until they are paid in full. Orders are shipped as soon as is possible. Orders are not processed on State or Federal Holidays or weekends.

12. Pricing of Product

- a. The Company maintains the right to change Product prices without prior notice. See the Company web site for current pricing and new promotions.

13. Repackaging of Product

- a. No distributor, individual or customer may relabel or repackage the products or packages the company produces for any reason.

14. Returns

Nutritional products may be returned for a full refund less shipping and handling if returned in salable order in the first 30 days of purchase. This means no damaged or opened or used.

Training material must be returned in the first 10 days for a refund. Refunds are subject to a 15% restocking and processing fees after 30 days. Damaged products are not eligible for a refund. Salable condition is governed exclusively by the company.

15. Orders on behalf of Others

- a. You are prohibited from submitting orders in the name of another Distributor without the other Distributor's prior written approval. You must provide a copy of written approvals to the Company prior to requesting orders to be placed in this manner.

16. Voluntary Auto Ship Program

- a. The Autoship Program ("ASP") is an optional program available in some Authorized Countries. The ASP Program allows you to place a standing order with the Company that will be conveniently shipped to you on a monthly basis and charged to your respective credit card, savings account, or checking account on a recurring, monthly basis. The Company may terminate (i) the ASP at any time for any reason, and (ii) your right to participate in the ASP Program pursuant to the circumstances. You may cancel your monthly ASP order with written notice to the company.

17. Compensation for Sponsorship

- a. In this company you do not receive any compensation for sponsoring other Distributors. Your level of compensation will be based on your hard work, your sale of Products, and the sales of your Downline Organization.

18. Compensation Plan

- a. Qualified distributors in good standing that are active and qualify are eligible to receive, commissions, bonuses, incentives and take full advantage of Promotions. The details and qualifications are found in the Company guide for commissions.

19.KYC (Know Your Customer) and AML (Anti-Money Laundering) Program

- a. It is the policy of the Company to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities.
- b. The Company shall:
 - i. Monitor an individual's compliance with this policy (the term "individual" in this section refers to any type of person or entity)
 - ii. Monitor changes in applicable laws and regulations relating to money laundering and implement further policies as may be required by such changes in laws and regulations
 - iii. Ensure the proper record keeping required by this policy
 - iv. Ensure Suspicious Activity Reports (SAR-SFs) are filed when required by applicable law and regulations; and
 - v. Train employees and associated parties of the Company to ensure compliance with this policy.
- c. New Account Identification and Verification
 - i. Prior to establishing a new account, individuals must accurately provide the following information for review and verification of identity as required/listed in the registration process:
 - 1. Legal Name
 - 2. Date of Birth (if the client is an individual)
 - 3. Physical Address (not a P.O. Box or email address)
 - 4. Telephone Number
 - 5. Government Identification Number (e.g., tax identification number, social security number, or passport number with country of issuance)
- d. Distributors or Customers Who Refuse to Provide Accurate Information
 - i. If a potential or existing Distributor or Customer either refuses to accurately provide the information described above or appears to have intentionally provided misleading information, the Company may refuse the application or terminate the account and/or disallow any purchase transaction.
- e. Verifying Information

- i. The Company will ensure that it has a reasonable belief that it knows the true identity of its clients by using risk-based procedures to verify and document the accuracy of the information it receives for registered individuals. In verifying an individual's identity, the Company will analyze any logical inconsistencies in the information it obtains
 - ii. The Company may verify any registered individuals' identity through documentary evidence or non-documentary evidence, as necessary. In analyzing the verification information, the Company will consider whether there is a logical consistency among the identifying information provided, such as the client's name, street address, zip code, telephone number (if provided), date of birth, and government identification number. If the Company detects any red flags that indicate possible money laundering or terrorist financing activity, it will, after internal consultation with proper management personnel, file a SAR-SF in accordance with applicable law and regulation.
- f. Lack of Verification When the Company cannot form a reasonable belief that it knows the true identity of a registered individual, it may do the following:
 - i. not open an account or enable a purchase;
 - ii. impose terms under which the individual may conduct transactions while it attempts to verify the client's identity;
 - iii. close an account after attempts to verify client's identity fail; or
 - iv. file a SAR-SF if required by applicable law and regulation
- g. Recordkeeping
 - i. The Company will document its verification, including identifying information provided by an individual, the methods used and results of verification, and the resolution of any discrepancy in the identifying information.
 - ii. The Company will keep records containing a description of any document that it relied on to verify an individual's identity, noting the type of document, any identification number contained in the document, the place of issuance, and if any, the date of issuance and expiration date. With respect to nondocumentary verification, the Company will retain documents that describe the methods and the results of any measures it took to verify the identity of a client.
- h. Responding to Red Flags

- i. When the Company detects a red flag with respect to an individual's account, the Company will investigate further under the direction of the Compliance Department. This may include gathering additional information internally or from third-party sources, contacting the government or filing a Form SAR-SF. Money laundering "red flags" include:
 1. The individual exhibits unusual concern about the firm's compliance with government reporting requirements and the firm's AML policies (particularly concerning his or her identity, type of business and assets), or is reluctant or refuses to reveal any information concerning business activities, or furnishes unusual or suspicious identification or business documents
 2. The information provided by the individual that identifies a legitimate source for funds is false, misleading, or substantially incorrect
 3. Upon request, the individual refuses to identify or fails to indicate any legitimate source for his or her funds and other assets
 4. The individual has a questionable background or is the subject of news reports indicating possible criminal, civil, or regulatory violations
 5. The individual exhibits a lack of concern regarding risks, commissions, or other transaction costs
 6. The individual appears to be acting as an agent for an undisclosed party, but declines or is reluctant, without legitimate reasons, to provide information or is otherwise evasive regarding that person or entity
 7. The individual has difficulty describing the nature of his or her business activities or lacks general knowledge of his or her Company business or its associated industry
 8. The individual engages in transactions involving cash or cash equivalents or other monetary instruments that appear to be structured to avoid any government reporting requirements, especially if the cash or monetary instruments are in an amount just below reporting or recording thresholds
 9. For no apparent reason, the individual has multiple accounts under a single name or multiple names, with a

large number of inter-account or third-party resources, activities, or transfers

10. The individual requests that a transaction be processed to avoid the Company's normal documentation requirements

20. Income Guarantees

- a. You are not guaranteed a specific income amount nor assured any level of success with the Company. Generating compensation as a Distributor requires much effort, considerable time, and hard work to bring about a successful business. You should NOT (i) incur debt above your means (ii) Quit your current Job unless you are confident your income with the company is sufficient for your needs (iii) go into debt without the ability to pay. This is not a "get rich quick" scheme.

21. Transfers upon Death

- a. Upon your death, your Distributorship may be passed on to your spouse, heirs, or other beneficiaries whether by will, trust or intestate succession. The transfer will be recognized by the Company when a court order or proper legal document addressing the transfer to a qualified transferee is submitted to the Company. The Company encourages you to make appropriate arrangements to plan, so the proper and necessary steps are in place should this be necessary.
- b. If you are a Participant in a Business Entity, upon your death your interest in the Distributorship will be transferred according to the Business Entity's legal documents and applicable law governing the jurisdiction in which your residing, provided that all Persons of the transferee are qualified to hold an interest in a Distributorship under these Policies and Procedures. The transfer of your interest will be recognized by the Company when proper legal documents addressing the transfer correctly are submitted to the Company.

22. Divorce

- a. In the event of a divorce, the Company will neither determine the division of nor divide the assets of a Distributorship or a Downline

Organization. Generally, the Company will not divide Bonuses or other rewards. The Company will follow authorized court orders should any confusion as to ownership occur. The Company has the right to withhold Bonuses and commissions in the event of a dispute among spouses regarding a Distributorship. The Company may charge a fee to Distributors each month as payment for its services in dividing or determining Bonus payments as it deems necessary.

23. Non-Solicitation

- a. Non-solicitation Independent Distributors are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively “network marketing”) with the main exception of network marketing companies that sell similar products and services to the Company’s.
- b. However, during the term of this Agreement, the Distributor may not directly or indirectly target or recruit other Independent Distributors from the Company or Customers for any other network marketing business. Following the cancellation of a Distributor's Independent Distributor Agreement, and for a period of six (6) calendar months thereafter, with the exception of a Distributor who is personally sponsored by the former Distributor, a former Distributor may not Recruit any Independent Distributor from the Company or Customer for another network marketing business. Distributors and the Company recognize that because network 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.
- c. Therefore, the Distributor and the Company agree that this non-solicitation provision shall apply nationwide and to all international markets in which Distributors are located. This provision shall survive the termination or expiration of the Distributor Agreement.
- d. The term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Independent Distributor or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity or to leave the Company for any reason.

- e. Distributors are also strictly prohibited from attempting to recruit existing or former Company Distributors or Customers to change organizations or their enrollment placement. Former Distributors or Customers may not change Enrollers or placement within the Company's organization unless otherwise permitted as outline in Section 12 of these policies.

24. Distributor Participation in Other Network Marketing

- a. Programs Independent Distributors may participate in other non-competing network marketing programs as long as all of the following guidelines and policies are honored. If a Distributor is engaged in other direct selling programs, it is the responsibility of the Distributor to ensure that his or her Independent Distributor business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:
 - i. Distributors MAY NOT participate as a distributor in any network marketing program that sells and distributes similar products to the Company's products. This includes financial education, travel, nutritional and beauty products or any other products and services that are offered by the Company. A Distributor is allowed to be a consumer of these products but not an independent distributor. All current distributors must ensure they are in compliance with this policy, or they will forfeit their distributor status with the Company
 - ii. Distributors must not sell, or attempt to sell, any competing programs, products or services to Company Customers or Distributors. Any program, product, or services in the same generic categories as the Company's products or services is deemed to be competing, regardless of differences in cost, quality, or other distinguishing factors.
 - iii. Distributors shall not display Company promotional material, sales aids, products, or services with or in the same location as, any non-company promotional material or sales aids, products, or services.
 - iv. Distributors shall not offer the Company's opportunity, products, or services to prospective or existing Customers or Distributors in conjunction with any other program, opportunity, product, or service.
 - v. Distributor may not offer any non-company opportunity, products, services, or opportunity at any Company related

meeting, seminar, convention, webinar, teleconference, or other function.

25. Unethical Behavior

- a. Unethical behavior can include the following: Cross-sponsoring, organization raiding, credit card chargebacks, unauthorized charges, false claims, any acts of fraud, deceptive advertising, using someone else's credit card, writing bad checks, misrepresenting the Company products or falsely representations for the opportunity, defaming the Company (or its products, employees, executives, officers, representatives, or opportunity), manipulating the Company Compensation Plan, failing to support your down line or other DISTRIBUTORs, engaging in any unlawful practice, falsely accusing an DISTRIBUTOR of policy violations, and/or dumping of product below MSRP, Criminal convictions of moral turpitude or other crimes (traffic tickets not included) This list is not intended to be exhaustive, only an example.

Violation of this section is cause for disciplinary action, up to and including termination.

26. Non Disparagement

- a. You may not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about:
 - the Company; Officers, Founders, executives, employees;
 - its Products, or commercial activities;
 - other Persons.

27. Harassment

You must operate your Distributorship in a manner that is free of harassment, intimidation, threats, and abuse. Harassment of any kind will not be tolerated, including, but not limited to, race, religion, physical and verbal abuse, or soliciting, encouraging, or consummating any inappropriate or unwelcome written, verbal, electronic or physical relationships, sexual advances, requests for sexual favors, or other physical, verbal, or visual behavior of a sexual nature, with another Distributor, Company employee or customer.

28. Anticorruption

You must comply with all Federal and State anti-corruption laws, including the Foreign Corrupt Practices Act (“FCPA”), in the countries in which the Company does business. The FCPA requires that you never directly or indirectly make a payment or gift with the purpose of influencing the acts or decisions of foreign officials.

29. Product Claims

You may only make the specific Product related claims and representations as authorized by the Company. All label and promotional materials produced by the company are in compliance with DSHE (Dietary Supplement Health and Education Act of 1994) 21 CFR Part 111. No additional claims may be made by distributors.

30. Medical Claims

- a. You may not make medical claims or income claims concerning the company or its products. All products are formulated, designed or approved by the Company in compliance with regulatory authority. These are not intended to treat any disease or medical condition. You also may not compare Products to drugs, or make drug or medical claims. Any such representations, claims or comparisons by you may result in your personal liability.
- b. You should not state or imply that any Product is registered or approved by the United States Food and Drug Administration (“FDA”) or any other regulatory authority. The FDA does not require or grant specific approval for the individual cosmetic or nutritional Products that the Company sells.
- c. Required Disclaimer on product and presentation when the products are displayed:

“These statements have not been evaluated by the U.S. Food and Drug Administration or any other local authority. This product is not intended to diagnose, treat, cure, or prevent any disease.”

31. Should the DISTRIBUTOR receive a governmental or other legal inquiry regarding the company or its products, they must inform the company no later than the next business day by emailing: support@impactglobalhq.com

Should the DISTRIBUTOR need to report a policy violation they should email the details to:

support@impactglobalhq.com

32. Company Discipline

- a. The Company retains the absolute right, in its sole discretion, to handle all matters of DISTRIBUTOR disciplinary action, up to and including termination of the DISTRIBUTOR's membership. The Company determination in all such matters shall be final.
- b. Governing version: The United States English version of this and related documents shall be used as the authoritative version of for all purposes of interpretation. English is the official language of the Company. All other languages are for help to others.

33. Acceptance of Application for distributors

- a. The Company reserves the right to reject any application for a Distributorship at its own discretion. You become an approved Distributor upon the acceptance and processing of your Distributor Agreement by the Company. In the event the Company gets more than one Distributor Agreement from an applicant, the first Distributor Agreement received at the corporate office is the one that determines who your Sponsor is, first in time first in right.

34. Confidential Information

- a. When you become a distributor, you may become aware of confidential information. This information concerning the company its Network downlines and method of doing business is the intellectual property of the company and may not be shared or disseminated to others. Information on how to do your business is for the use of doing business to help you in your business. You agree and acknowledge the methods of how the company does its business, the compensation plan and various information is the exclusive property of the company. The information of the network and IDs of its down lines are the exclusive property of the company. Upon your termination as a distributor this property right still remains the property of the company and may not be shared, sold or disseminated to other individual or companies. It may not be used in solicitation of the distributors to other companies

and the like. Violation of this may result in you termination and other action necessary to protect the company.

35. Remedies

- a. The company reserves the right at its sole discretion to peruse any means necessary that is legal and lawful. Any failure by the company in pursuing a respective remedy does not amount to waiver of any kind.

36. Mandatory Arbitration

- a. Due to the high cost of litigation and the protracted nature in which it is constructed all disputes should be attempted to be resolved with civil dialogue. If such cannot be accomplished all parties are subject to mandatory arbitration as outline in the ABA rules and the jurisdiction shall be Utah as selected by the Company. This does not limit the company from seeking immediate injunctive relief in the respective Courts of the United State and Utah. The company shall not be required to post a bond to peruse any action or appeal.

GENERAL TERMS

1. Changes

a. The Company expressly reserves the right to make any modifications to the Contract terms and or Conditions upon 30 day's notice by publication on the Company's websites This is a normal channel of communication with Distributors. You full consent and agree with any modifications as you continue to engage in any Business Activity, or accepting commissions or Bonus after the modifications have become effective. By continuation you acknowledge acceptance of the new Contract terms and conditions.

2. Waivers

The Company reserves the right, in its sole discretion, to waive a breach of, or make an exception to, any provision of the Contract. Any waiver by the Company of a breach of any provision of the Contract or any exception made by the Company of any provision of the Contract must be in writing and will not be construed as a waiver of any subsequent or additional breach or an exception for any other Person. Any right or prerogative of the

Company under the Contract may be exercised at the Company's sole discretion. Any exception made by the Company, or any failure or delay by the Company in exercising any right or prerogative under the Contract will not operate as a future exception or waiver of that right or prerogative.

3. Incorporation herein by writing or reference

The Contract is the final expression of the understanding and agreement between you and the Company concerning all matters touched upon in the Contract and supersedes all prior and contemporaneous agreements of understanding (both oral and written) between the parties. No oral representations are binding on the Company.

Should any discrepancy exist between the terms of the Contract and verbal representations made to you by any Company employee or another Distributor, the express written terms and requirements of the Contract will prevail.

4. Severability

Any provision of the Contract that is prohibited, judicially invalidated, or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of the prohibition, invalidation, or unenforceability in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision of the Contract will not invalidate or render unenforceable any other provision of the Contract, nor will that provision of the Contract be invalidated or rendered unenforceable in any other jurisdiction.

5. Success of claims

The Contract will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings

The headings in the Contract are for convenience of reference only and will not limit or otherwise affect any of the terms or provisions of the Contract.

7. Name References

All words will be deemed to include the plural as well as the singular and to include all genders or identifications.

8. Resignation

Any distributor may voluntarily resign his/her distributor status by failing to renew when required or by sending written notice to the Company. Resignation is effective upon receipt of such notice. A distributor who fails to renew or resigns his/her distributorship may not reapply, either individually or have a financial interest in any other distributor entity, for a period of six (6) months from the date of resignation.

9. Termination

A distributor may be terminated for violating any of the terms of the Agreement. Notice of the termination, citing the reason(s) for the action, shall be provided in writing to the distributor and delivered either through postal or email. Termination shall be effective as set forth therein, if a timely appeal is not provided by the distributor in accordance with the appeal procedure set forth below.

Immediately upon termination, the terminated distributor:

1. Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any company product, plan or program;
2. Must cease representing himself or herself as a distributor of company
3. Loses all rights to his/her distributorship and position in the Rewards Plan and to all future commissions and earnings resulting there from; and
4. Must take all action reasonably actions to protect confidential information and intellectual property. Terminated distributor is prohibited from ma

10. Appeals

- a. A terminated distributor may appeal the action by submitting a letter to the company stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances) The company must

receive a written appeal within fifteen (15) business days of the date of such notice of termination, or as stated in the notification. Should the company not receive the appeal by the deadline date, the involuntary termination shall automatically become final.

If a distributor files a timely appeal, its review and decisions is at the sole discretion of the Company.

11. Internet Domain Name.

- b. No distributor may register the companies domain as to cause confusion or likeness to have people believe they are interacting with the Company, any request by the company for a domain that may cause confusion in the industry or market place shall be surrendered for the cost of the domain which shall not exceed \$30.00 USD

12. Sale and Transfer

- a. Distributors may sell their respective business to another individual or entity. Restriction may apply. Distributors may not sell to a competitive company, or an individual deemed unfit by the company. They may not transfer for fraud, misrepresentation or to harm the image of the company. All sale and transfer must be approved in writing. The company may charge a fee to do the research or review as decided in the discretion of the company. The sale and transfer has the following fees associated.
 - i. Sale \$300.00 fee to the company
 - ii. Transfer \$100.00 fee to the company
 - iii. The company has the first right of refusal on the sale of any business and may deny a sale for any reason or for no reason. All sales and transfer the receptive party must be in good standing with the company prior to the request.

13. Shipping

- a. All products will be shipped or made available upon receipt of a valid order and clearing of funds. No shipping is done on weekends or holidays. Orders are processed as they are received. Circumstances such as internet interruption, power outages, etc. may cause delay in the shipping.

process. The company will do all in its power to ship as the orders are processing a reasonable commercial manner.

14. Force Majeure

- a. The Company shall not be responsible for Acts of God or delays or failure in performance caused by circumstances beyond the company's control, such as strikes, labor difficulties, fire, war, disruptive weather, terror attack, pandemics, government decrees or orders or curtailment of a party's usual source of supply.

15. Jurisdiction for this Agreement

- a. The Agreement shall be governed by the laws of the State of Utah.

16. Authorization for Image Likeness

- a. By executing the Agreement, each Distributor grants to the Company and its affiliates and agents the absolute, perpetual and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, his or her name, photograph, likeness, voice testimony, biographical information, image and other information related to Distributor's business with the Company for marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions) audio and videotapes on the Internet or in other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. Each Distributor waives any right to inspect or approve any Publicity Materials including or accompanying his or her Likeness. Each Distributor further releases The Company from any liability or obligation that may arise as a result of the use of his or her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity.

17. Merchant Accounts

- a. In order to better serve its clients, the company has entered into agreements with various merchants account providers to process credit

cards, prepaid cards and the like. This also applies, distributors having access to prepaid cards and services for commission payouts. The customers or distributors wishing to pay for the product and enroll with the company will not use expired or fraudulent cards. They will not use false information or attempt to defraud the company in any way. Any individuals or entities who violated or conspire to violate this are responsible for any and all cost imposed by legislation, regulations merchant providers, or banking fees or fines associated hereto. The customers or distributors will hold the company and its respective vendors and or agents harmless for any and all cost or damages associated with these transactions.

18. Dormancy fees

- a. Should any distributor discontinue their association with the company and either terminate their status or not participate for a certain period of time previously established herein and become inactive and thus no longer a distributor. Company has the right to claw back any cost and or commission associated with incurred costs and may impose dormancy monthly fees at their sole discretion.

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