



**LIFEWAVE  
POLICIES & PROCEDURES**

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## LIFEWAVE POLICIES & PROCEDURES

The following are the Policies & Procedures (hereafter referred to as “Policies & Procedures”, “Policies”, “Terms”, or the “Agreement”) that became effective as of December 15, 2020. These terms are a binding agreement between LifeWave, INC. (hereafter referred to as “LifeWave” or the “Company”), and the LifeWave Independent Distributor (hereafter referred to as “Independent Distributor”, “Distributor”, or the “Member”). Revision date: November 15, 2020. \*

\*The most recent version of the Policies & Procedures produced by LifeWave supersedes any previously downloaded, saved, printed, or distributed summary material.

## INTRODUCTION

LifeWave’s Policies & Procedures govern the manner in which a LifeWave Member does business with LifeWave, other LifeWave Members, customers, and other persons or entities. The LifeWave Compensation Plan (the “Compensation Plan”), the LifeWave Membership Application (the “Membership Application”), and the Policies & Procedures constitute a complete contract (the “Contract”) between independent LifeWave Members and LifeWave. LifeWave reserves the right to change any of the Policies & Procedures at its discretion. LifeWave also reserves the right to overrule any policy or procedure at its discretion. Changes will become effective after their appearance in any LifeWave publication notice or posting on an official corporate website.

In the event any term/s found within these Policies is determined to be outdated, invalid, or otherwise unenforceable, adjustments and updates will be made accordingly. However, the invalid term/s does/do not render any other term found herein to be the same. Subsequently, all other terms within this document shall continue to remain in full force and effect.

By agreeing to these policies, the Member is also agreeing to LifeWave’s Distributor/Member Agreement, Purchase Terms & Conditions, and Privacy Policy. (Collectively known as LifeWave’s “Terms & Conditions”) A Member’s agreement to these Policies is considered to be in full effect upon the Member’s acceptance of these terms during the enrollment process, their completion of the Contract, their recruiting or sponsoring of a new Member or Customer, their initiation/completion of a product order, and/or their acceptance of any commission or bonus.

## SECTION 1: LIFEWAVE ETHICS

- 1.1. Submissions to the Company:** LifeWave desires to provide its Members with the best products and Compensation Plan in the industry. Accordingly, LifeWave values constructive criticism, honest feedback, and unique insights and encourages the submission of such in written form for adequate review. Members should submit information or content to the LifeWave for review and response. For matters relating to Compliance, all information and content may be directed to [compliance@lifewave.com](mailto:compliance@lifewave.com).

Any information submitted to the company must be true and accurate. Members must take reasonable measures to avoid submitting overly biased, exaggerated, or unverifiable gossip or hearsay and should never engage in the omission of pertinent facts or details to garner benefit or favor for themselves or others. Purposeful or reckless submission of false information, especially information designed to disparage or harm a LifeWave Member, Customer, or Employee, shall be considered a violation of these terms.

- 1.2. Negative or Disparaging Remarks & Activities:** Negative, disparaging, inappropriate, misleading, or false comments, claims, and remarks about LifeWave, its officers, directors, employees, partners, members, products, opportunity, Compensation Plan, or third-party entities (including competitors), by LifeWave Members and/or Customers at any time, in any manner, and through any medium, is strictly prohibited. This includes any form of defamation, libel, or slander. Such disruptive behavior serves no legitimate purpose other than to demean and do harm to LifeWave, its business, and associated parties. Such conduct represents a material breach of these Policies & Procedures and may be subject to sanctions as deemed appropriate by LifeWave including, but not limited to, involuntary termination.

Additionally, any manner of harassment, abuse, intimidation, threats, or violence by any Member against any person or entity (including LifeWave, its officers, directors, employees, Members, Customers, etc.) through spoken, written, visual, or other methods is strictly prohibited. Use of any inappropriate coercion or force (i.e. any form of extortion or similar tactics), favors, agreements, requests, and advances (physical, sexual, or otherwise) in association with LifeWave will not be tolerated and may result in termination and/or possible legal recourse.

**1.3. LifeWave Guiding Principles:**

**1.3.1. Atmosphere:** A LifeWave Member must show fairness, tolerance, and respect to all people in association with their LifeWave business and related activities, regardless of race, gender, social class, nationality, or religion, thereby fostering a 'positive atmosphere' of teamwork, good morale, and community spirit.

**1.3.2. Disagreements:** LifeWave Members shall strive to resolve general business issues, including disagreements or other personal situations with upline or down-line Members, by emphasizing tact, honesty, common courtesy, sensitivity, goodwill and taking care not to create additional problems or to generate a disruptive/hostile business atmosphere.

**1.3.3. Honesty & Ethics:** LifeWave Members must always be honest and truthful and shall not make disparaging, negative, untrue, or misleading statements about LifeWave, its employees, products, sales and marketing campaigns, Compensation Plan, other Members or Customers, other businesses or competitors, or make statements that

unreasonably offend, mislead, or otherwise influence or coerce others in any way.

- 1.3.4. Professionalism:** LifeWave Members must always conduct themselves ethically and professionally. LifeWave may take appropriate action against a Member if it determines, in its sole discretion, that a Member's conduct is inappropriate, detrimental, disruptive, or injurious in any way to LifeWave, its business, Members, or to other persons or entities.
- 1.3.5. Ownership/Authority:** LifeWave Members do not have any manner of ownership, rights, or authority regarding LifeWave's intellectual properties including, but not limited to, copyrights, trademarks, logos, trade secrets, images, products, or any distinctive slogan or phrases used by LifeWave. Members are prohibited from using such properties in any manner inconsistent with what has been expressly approved by LifeWave. LifeWave maintains the right to determine, at its discretion, what usage is considered approved and may rescind any prior approval as it deems necessary.

## SECTION 2: DEFINITIONS

In these Policies & Procedures, the following terms shall have the meanings specified below.

- 2.1 LifeWave Member:** A person or other entity who joins the LifeWave network, fulfills requisite conditions, reviews and agrees to all Policies & Procedures, and whose application is accepted by the Company.
- 2.2 LifeWave Application:** The online or printed application form which must be completed to become a LifeWave Member. This includes, but is not limited to, the full review and acceptance of the company's Policies & Procedures.
- 2.3 LifeWave Group:** Any Members or Customers enrolled by a LifeWave Member within the LifeWave network.
- 2.4 LifeWave Sponsor:** The person or entity (LifeWave Member) who directly enrolls another LifeWave Member.
- 2.5 LifeWave Membership:** The position within the LifeWave Membership organization that a Member holds.
- 2.6 Sponsor Upline:** The LifeWave Member organization under which a new Member enrolls, beginning with the Member's Sponsor, and continuing up through each successive Member's Sponsor.
- 2.7 Placement Upline:** The LifeWave Member organization under which a new Member enrolls, beginning with the Member immediately above the new Member, regardless of who the new member's Sponsor is, and continuing up through all subsequent Members without regard to Sponsorship relationships.
- 2.8 LifeWave Distributor:** This term is used interchangeably with the term "LifeWave Member" throughout the LifeWave system.
- 2.9 LifeWave Network:** The LifeWave Network is the individual and collective culmination of Member and Customer accounts registered with LifeWave; including any direct, indirect, or tiered relationships created through the enrollment/sponsoring process. LifeWave's Network

is considered to be a proprietary asset and protected property owned solely by the Company. The LifeWave network is exclusively utilized for authorized business activities and purposes of LifeWave, its Members, and Customers. Members/Customers agree and understand that they do not have direct or inherent ownership in or of the LifeWave Network and waive any rights or claims to such.

## SECTION 3: THE APPLICATION PROCESS

- 3.1 Application:** A person or entity may become a LifeWave Member by completing, signing, and returning an official Membership Application (i.e. by hand) or by applying online or by phone. An application for a LifeWave Member will be accepted only for an individual, private person, partnership, proprietorship, or limited company with the appropriate signature on the form. All applicants must be 18 years of age or older (unless otherwise specified by local laws of their resident country) and must apply through their country/market of legal residence. The application form (paper or online) must be completed fully and accurately and submitted to LifeWave. The Applicant's signature indicates acceptance of all Policies & Procedures. In the case of an online Application, the Applicant must check the box indicating acceptance of all Policies & Procedures. Lifewave reserves the right to disallow or retroactively deny an application for any reason.
- 3.2 Member Status:** LifeWave may consider a Member a wholesale customer until the Member earns a commission under the LifeWave compensation plan. Once a Member earns a commission under the LifeWave compensation plan, the Member will be considered an Independent Distributor.
- 3.3 Territory:** Acceptance of a Membership Application by the Company authorizes that Member to conduct business in the United States, as well as any other country identified by LifeWave through a formal announcement to LifeWave Members generally.
- 3.4 Customer ID Number:** Every LifeWave Member will have a unique numerical identification number ("ID number") issued by LifeWave. In addition, there are Policies & Procedures specifically related to any payment or fund disbursement methods used by LifeWave to compensate Members/Distributors.
- 3.5 Beneficial Interest:** (Actions of Household Members or Affiliated Parties)

Members/Individuals, companies or legal entities, or members of the same household may not enter into or have a beneficial interest in more than one LifeWave account or position. "Beneficial Interest" includes but is not limited to an individual/entity having a direct interest in or benefit from multiple accounts (Member or Customer) that utilize or share payment methods, bank accounts, account details (including emails, phone numbers, billing and shipping address, etc.), commissions payment channels, etc. A "Household" is defined as all individuals who are living at or doing business at the same address, and/or who are related by marriage, domestic partnership, or who are living together as a family unit or in a family-like setting. Exceptions may be allowed for specific circumstances, such as for spouses, at the sole discretion of the Company.

All LifeWave Members who share the same address must be within the same line of sponsorship. If any individuals of a Member's immediate household engage in any activity

which, if performed by the Member, would violate any provision of the Agreement, such activity may be deemed a violation of these policies and the Member (account holder) may be held responsible for such activities. LifeWave will proceed with a fair and honest investigation to ensure correct practices regarding the Policies & Procedures and may take disciplinary action according to these Policies & Procedures against the respective Member.

- 3.6 Corporation & Partnership:** - A Corporation or partnership may be a Member. They may apply to have their checks issued in their registered corporate name upon application and submission of the appropriate documents including a valid business license or registration number. The principals or partners must disclose their name, address, and Social Security Number or Federal Tax/Government ID Number. Each principal and/or partner may not hold an interest in another LifeWave Member position. Proof of a valid business license or registration is required to add or amend company names. A company must contact the Customer Service Department with the appropriate documentation from the relevant tax authorities to register their business center in their company name.
- 3.7 Trusts:** Trust applications must include a signed letter identifying the manager or trustee of the trust.
- 3.8 Sole Proprietors and Other Entities:** Sole proprietors and Registered DBA's (i.e., Doing Business As), with distinct Tax Identification Numbers, may be required to submit a signed statement or copy of ownership or other appropriate documentation and tax identification information from relevant tax authorities whereby the Sole Proprietors or Other Entities are registered. Any associated principals or members must disclose their name, address, and Social Security Number or Federal Tax/Government ID Number. Each principal and/or member may not hold an interest in another LifeWave Member position. Proof of a valid business license or registration may be required to add or amend company names.
- 3.8.1 VAT Registered Resellers:** On submission of relevant tax documents, the member will become eligible for tax exemptions consistent with local law.
- 3.9 LifeWave Membership Status Changes:** A LifeWave Member who wishes to change his or her status from that of an individual LifeWave Member to a participant in a corporation, partnership, or trust under the same sponsor may do so, subject to the prior written approval from LifeWave.
- 3.10 LifeWave Member Marriage:** If two LifeWave Members choose to marry, they may maintain their separate, independent organizations.
- 3.11 LifeWave Member Divorce:** If married LifeWave Members who share a Membership obtain a divorce, LifeWave will continue to treat the Membership according to the original Membership Application until such time that LifeWave receives written notice from both parties, or official court documentation, directing otherwise.
- 3.12 LifeWave Member Death (Succession):** In the event of a LifeWave Member's death, the Membership may be conveyed by will or the laws of intestacy to the Member's heirs subject to LifeWave's prior approval.
- 3.12.1 Death/Incapacity:** Upon the death or incapacity of an Independent Distributor, their LifeWave account may be passed on to his or her legal successors in interest (successor). Whenever a LifeWave business is transferred by a will or other testamentary process, the successor acquires the right to collect all bonuses and

commissions of the deceased Independent Distributor's sales organization. The successor must:

1. Complete and sign a new LifeWave Independent Distributor Agreement.
2. Comply with the terms and provisions of the Independent Distributor Agreement.

**3.12.2. Payments:** Bonus and commission payments of a LifeWave business transferred based on this section will be paid in a single check to the successor. The successor must provide LifeWave with an "address of record" to which all bonus and commission checks will be sent. Checks will be based on the current performance of the position, not the highest rank or volume achieved.

**3.12.3. Joint Successors:** If the business is bequeathed to joint devisees (successor), they must form a business entity and acquire a Federal taxpayer identification number. LifeWave will issue all bonuses and commissions and one 1099 Miscellaneous Income Tax form to the business entity only.

**3.12.4. Legal Documentation:** Appropriate legal documentation must be submitted to the LifeWave Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a LifeWave business, the successor must provide the following to LifeWave Compliance Department:

1. A certified copy of the death certificate; and
2. A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the LifeWave business.

**3.12.5. Transfer of Account:** To complete a transfer of the LifeWave business because of incapacity, the successor must provide the following to the LifeWave Compliance department:

1. A notarized copy of an appointment as trustee;
2. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the LifeWave business; and
3. A completed Independent Distributor Agreement that has been executed by the trustee.

**3.12.6. Existing Account:** If the successor is already an existing Independent Distributor, LifeWave will allow such an Independent Distributor to keep his or her current position plus the inherited position active for up to 6 months. By the end of the 6-month period, the Independent Distributor must have compressed (if appropriate), sold, or otherwise transferred either the existing position or the inherited position.

**3.12.7. Termination by Successor:** If the successor wishes to terminate the LifeWave position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, or other appropriate legal documentation or let the position go inactive.

**3.12.8. Bereavement Pay:** Upon written request, LifeWave may, at its sole discretion, grant a bereavement waiver and payout at the last "paid as" rank.

**3.13 LifeWave Membership Transfers:** LifeWave Memberships (accounts) are considered to be key elements of the LifeWave Network; a protected, propriety asset owned by the Company. As such, no LifeWave Member may sell any membership/position or delegate or assign any duties

as a Member, without first submitting all necessary details and materials to the LifeWave Compliance Department for consideration, and subsequently receiving approval. Any transfer or reassignment of any account without the proper, requisite submissions, documentation, and approvals is deemed invalid and the transferee/new assignee will have no rights or authority relating to the account. A government-issued form of identification for the transferee/new assignee must also be submitted with the transfer form.

At no time may a LifeWave member transfer his, her, or its business center and simultaneously transfer into and obtain ownership of a separate business center. This would be considered re-sponsoring. If a business center is transferred, the previous owner will be considered to have effectively resigned their LifeWave position. According to Policy 11.2 Voluntary Resignation, said member must wait 6 months before rejoining in a new LifeWave position under new sponsorship.

Accordingly, LifeWave will not approve any requested transfer if it is determined that the request is without reasonable merit and/or appears to be an attempt to circumvent or manipulate LifeWave's programs, commission plan, policies, or the requirements set forth herein. The Company will not recognize any transfer or reassignment, nor allow any rights of membership, for any transfer that has not been properly approved by the Company. The Company maintains the right to take ownership of and/or terminate any membership found to be in violation of these policies. The company also maintains the right to, at its sole discretion, approve or deny transfers as it deems necessary, in the best interest of the company, or as dictated by any associated laws or regulations.

All transfer requests must be directly instigated and submitted by the account holder. (Owner of the account being transferred) Requests from Sponsors, upline Members, or third-parties may be automatically declined, per the terms outlined in Section 5.1 of these policies. Lifewave Members are prohibited from promoting, selling, offering, or otherwise using a downline position as a recruiting tool, method of enticement for a potential Member, or any other reason. Such activity is considered to be a form of "slotting" or network manipulation. Anyone engaged in this, or similar practices, will be deemed to be in violation of these policies and will be subject to the terms outlined in Section 11.

**3.13.1 Points:** Only points earned within the 12 months preceding a transfer may be eligible for retention on the account, at the Company's sole discretion. All accumulated points older than 12 months will be deleted. Retention of points is not a guarantee for any transfer and total amounts of point retention may be determined on a case-by-case basis.

**3.14 LifeWave Membership Account Changes:** Account changes, such as changes in the LifeWave Membership name of record, billing address, company name, or tax ID may be accomplished by submitting a Change of Name, SSN, and/or Tax ID form (located in the LifeWave back office under Resources) and the necessary documentation to the Customer Service Department. Any addition of Company information must be supported by proof of a valid business license or registration.

**3.15 Legal Age:** LifeWave Member applicants must be of legal age in the jurisdiction of the applicant's residence. Inadequate age may result in the denial of an application or the termination of an existing account.

- 3.16 Inaccurate information:** If a LifeWave Member provides inaccurate information (including signatures) on an application, transfer form, sponsor change/move request, or provides the company with any personal or business information or identification that is inaccurate or a false representation, the LifeWave Membership may be terminated by LifeWave.
- 3.17 Acceptance of Policy:** Once an Independent Member places an order, recruits/sponsors a new Member or Customer, participates in any promotions or events or accepts any commissions or bonuses from the company, the Member's full acceptance of the terms, changes, amendments, and modifications to LifeWave Policies & Procedures is affirmed.

## SECTION 4: LIFEWAVE MEMBER RESPONSIBILITIES & BUSINESS PRACTICES

- 4.1 General:** A LifeWave Member must comply with the LifeWave Code of Ethics, the Policies & Procedures, the Membership Application, the Compensation Plan, all contractual obligations, and state, federal, and other applicable laws.
- 4.2 Independent Contractor Status:** A LifeWave Member is an independent contractor and is responsible for his or her business expenses, decisions, and actions.

A LifeWave Member shall not represent himself or herself as an agent, employee, partner, or joint venture partner with the company. A Distributor shall not make purchases or enter into any transactions in the Company's name.

A LifeWave Member's work hours, business expenditures, and business plans are not dictated by the company. A LifeWave Member shall make no printed or verbal representations that state or imply otherwise.

A LifeWave Member is fully responsible for all of his or her verbal and/ or written statements made regarding the products, services, and the Compensation Plan which are not expressly contained in official Company materials and the LifeWave Member agrees to indemnify the Company against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by the LifeWave Member that are outside the scope of the contract. The provisions of this section survive the termination of the contract.

- 4.3 Contacting Lifewave Suppliers, Vendors, Research Partners & Research Facilities, Scientific Advisors/Partners, Etc.:** LifeWave members are prohibited from directly or indirectly contacting or soliciting information from any LifeWave suppliers, vendors, research partners or research facilities, scientific advisors, joint companies/entities, associated universities/labs, or any other LifeWave partners or consultants, without the prior written consent of the Company.
- 4.4 Contacting Medical Facilities and Personnel:** LifeWave Members MAY NOT contact, solicit, or in any way attempt to sell LifeWave products to, hospitals, medical clinics, or to the doctors who staff these facilities for purposes of representing that LifeWave products in any way will treat or cure any medical condition. Contacting such facilities or the medical professionals on staff for this purpose will create very damaging circumstances that will negatively affect LifeWave. Because of this potential damage, LifeWave is taking the firm position that any Member who violates this policy is subject to immediate termination of their LifeWave Membership. This policy does not preclude LifeWave Members from contacting individual

medical professionals or health practitioners to share LifeWave technology as a normal course of typical LifeWave business activity.

#### **4.5 Solicitation for Other Companies or Products (Cross Recruit, Enticement, Downline Raiding)**

- 4.5.1. Other Business Opportunities:** A LifeWave Member may participate in other **non-competing** direct sales, multilevel, network marketing, or relationship marketing business ventures or marketing opportunities. However, during the term of this Agreement and for one year thereafter, a LifeWave Member must refrain from sponsoring or recruiting any non-directly sponsored LifeWave Member or customer for any other direct sales or network marketing business.
- 4.5.2. Recruiting:** The term “Recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Member or customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Member’s actions are in response to an inquiry made by another Member or customer.
- 4.5.3. Enticing:** The term “Entice” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly, indirectly, or through a third party), another LifeWave Member or customer to enroll or under a different organization and/or to leave their current position. This conduct represents enticing even if the Member’s actions are in response to an inquiry or request made by another Member or customer.
- 4.5.4. Higher Ranks/Leadership:** Due to the visibility and influence of the Company’s higher-ranking Members, LifeWave Members who achieve the rank of Presidential Director and above, agree not to actively promote any network marketing opportunity, direct sales, or party plan company, regardless of the company sells competing products or not. Presidential Directors are not required to relinquish their income from any other opportunity they may be involved with, however. Members who achieve the Presidential Director rank or above, may not be featured in promotional materials for other companies, including but not limited to company videos, on-stage presentations, awards ceremonies, promotional ads or flyers, leadership calls, etc. Any breach of this section could lead to the immediate suspension and/or termination of the Member’s LifeWave account. The company, in its sole discretion, may waive or give an exception to this policy, as it deems necessary,
- 4.5.5. Competing Companies:** During the term of this Agreement and for a period of one year thereafter, any LifeWave Member must not sell or promote, or entice other LifeWave Members or Customers to sell or promote, any competing products, services, opportunities, or materials. Any product or service in the same category as a LifeWave product is deemed to be competing (e.g. Any competing product regardless of differences in cost, application, or quality.)
- 4.5.6. Cross-Promotion:** A LifeWave Member may not offer, promote, or recruit for any non-LifeWave opportunity or products at any LifeWave related meeting, seminar, or convention, or immediately following a LifeWave event.
- 4.5.7. Business Interference:** A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between LifeWave and its Members and would inflict irreparable harm on LifeWave. In such an event,

LifeWave may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Member or such Members positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

- 4.6 Product Claims:** A LifeWave Member shall not make medicinal claims, therapeutic claims, or any unauthorized representation regarding LifeWave or any LifeWave products, nor shall a LifeWave Member prescribe LifeWave products as suitable for the treatment of any ailment. LifeWave products are wellness products and as such LifeWave Members are not permitted to make any statements that claim LifeWave products will diagnose, treat, cure, prevent, or mitigate disease. LifeWave Products are not recommended for use by persons under the age of 18 unless otherwise directed by a Health care practitioner.
- 4.7 Income and Opportunity Claims:** No unreasonable, misleading or other misrepresentation of earnings or potential income may be made by a LifeWave Member. Income guarantees or expectations of any kind are prohibited, as is disclosure or exhibition of actual or copies of bonus checks or similar evidence.
- 4.8 Future Growth Claims:** A LifeWave Member must not imply or assert that additional products or services will be added to the products and services currently offered or that enhancements to the Compensation Plan are forthcoming or that specific countries, territories, or areas are about to be added to countries, territories, or areas of LifeWave operation unless, or until, that fact has been officially announced by LifeWave.
- 4.9 Governmental Endorsement Claims:** A LifeWave Member shall not represent that the LifeWave Compensation Plan or that any of its products have been approved, sponsored, or endorsed by any governmental agency.
- 4.10 International Sales:** A LifeWave Member may not sell any LifeWave products in countries, territories, or areas where the sale of such products is not authorized by LifeWave. A LifeWave Member may purchase products exclusive to a particular market, while in that market, but may not resell these products in another market.
- 4.11 LifeWave Membership Termination:** A LifeWave Member who does not remain active for a period of twelve (12) months may have their LifeWave Membership terminated by LifeWave.
- 4.12 Reporting Unethical Behavior:** While complaints should generally be directed to and through the LifeWave Member's Upline Sponsors, a LifeWave Member who has a specific complaint about another LifeWave Member, or is aware of any violation of these Policies & Procedures by another LifeWave Member, should direct such complaint in writing or by email to the LifeWave Compliance Department ([compliance@lifewave.com](mailto:compliance@lifewave.com)) to minimize the negative aspects accompanying such complaints. Included in the complaint should be, the Member who is in breach, a detailed, written description of the breach, as well as documentation to support, if available, such as an email, message, image, etc.
- 4.13 No Waiver of Policy Enforcement:** The failure of LifeWave to enforce any of these Policies & Procedures with any given LifeWave Member at any given time does not waive LifeWave's right to enforce any such provision(s) with that same LifeWave Member or any other LifeWave Member at any other time.
- 4.14 LifeWave Member Lists:** Lists of LifeWave Members ("Lists"), whether partial or complete, and whether prepared by LifeWave Members, LifeWave, or third parties, are the confidential and proprietary information of LifeWave. Lists are provided for the exclusive and limited use of

the LifeWave Member to facilitate training, support, and service of the Member's down line to further the LifeWave Member's LifeWave business only.

- 4.15 Unauthorized Sales Platforms:** The sale of LifeWave products on unauthorized online retail/sales platforms (such as Amazon.com, eBay.com, Facebook.com, etc.) of any kind is strictly prohibited. This includes the use of member-created websites. The terms and obligations contained in this section shall survive the termination of the contract.
- 4.16 Sale of Products:** All Members shall sell the LifeWave Products solely to end-user customers. Members shall not sell any quantity of the LifeWave Products greater than what can be reasonably purchased by an individual for personal use. Members are prohibited from selling or transferring the LifeWave Products to any person or entity for resale without the prior written consent of LifeWave. This includes, but is not limited to, sales to B2B accounts, wholesalers, freight forwarders/drop shippers, or any person the Member knows or has reason to know intends to re-sell the LifeWave Products.

LifeWave members can sell LifeWave products at the retail price of their choosing. However, Members are strictly prohibited from selling LifeWave products or offering product discounts, that would render the sale price below that of the wholesale pricing established by the Company. Selling below wholesale pricing creates a conflict in which the Member becomes a direct and unfair competitor to the Company, and its other Members, and establishes an unreasonable and unsustainable expectation for future product pricing.

- 4.16.1 Accurate Information:** Members shall provide current, accurate contact information to the company and their customers and make it known to their customers that they are available to answer questions, provide advice, and respond to customer concerns. Members shall respond to any questions or concerns from their customers relating to product information, proper usage, or other inquiries. Members should consult their materials, refer to and use available educational tools, or contact LifeWave directly in responding to the customers' questions or concerns.
- 4.16.2 Receipt of Product:** Members must inspect all LifeWave Products upon delivery. If any LifeWave product is damaged in shipment, incorrectly sent due to a LifeWave error, or otherwise of substandard quality, LifeWave will exchange the product, provided the Member notify the LifeWave within 30 calendar days of receipt of the order. LifeWave may opt to issue a return label for the product and send a replacement order. LifeWave will inspect the product upon receipt. If an exchange is not feasible, LifeWave will refund the amount of the returned product. Failure to notify LifeWave within 30 calendar days of receipt of a nonconforming product will be deemed acceptance of the product delivered.
- 4.16.3 Safety:** To ensure the safety and well-being of the end-users of the LifeWave Products, Members shall cooperate with LifeWave concerning any product recall or other consumer safety information dissemination effort.
- 4.16.4 Packaging:** All LifeWave Products shall be sold in their original packaging. Members shall not re-label or repackage (including the separation of bundled products or the bundling of separate Products) any LifeWave Products. Members shall not tamper with, deface, or otherwise alter any serial number, UPC, batch code, lot code, or other identifying information on the LifeWave Products, labels, packaging, or literature. Members shall not translate or modify the contents of any label or literature on or

accompanying the LifeWave Products.

\*LifeWave is not responsible for monitoring or managing refunds, exchanges, or Customer Service complaints on LifeWave products, sold through Members online shopping carts (this includes LifeWave Member Replicated Sites).

## SECTION 5: SPONSORING

- 5.1 Sponsoring:** Sponsoring is an important part of being a LifeWave Member and carries with it many benefits and responsibilities. A LifeWave Member may act as the Sponsor for new Members if the Sponsor is in good standing with LifeWave and proper recruiting and enrolment protocols are utilized.

Sponsors/Uplines only retain 'rights' or 'privileges' to their downline network as it pertains to qualifications for ranks, commissions, or other elements as outlined in the current Commission Plan. All Members are individually considered to be 'Independent Contractors' for LifeWave and, as such, Members/Sponsors/Upline do not have any ownership, rights, or authorization to access, control, or act on behalf of any other account, and do not hold any form of administrative privileges for any LifeWave membership or account, other than their own. Members engaging in any form of activity on another LifeWave account, without the express, written consent of the account holder AND the Company, is strictly prohibited.

This same principle applies to compliance matters involving downline accounts. Sponsors/Uplines do not hold any specific rights or privileges regarding compliance matters involving other members within their downline. The Company, at its sole discretion, may elect to share certain details of compliance proceedings as it deems necessary and appropriate. However, compliance matters are generally deemed confidential matters between the Members directly involved and the company and, as such, sponsors/uplines (or other Members) are not automatically privy to all details and information.

- 5.2 Prospective LifeWave Member Information:** A Sponsor must provide each potential LifeWave Member with a copy of the most current Policies & Procedures before, or when giving to such person, a LifeWave Membership Application form. If the prospective Member is enrolling online, he/she must personally check the box indicating acceptance of all Policies & Procedures. Sponsors/Uplines are prohibited from agreeing to any Terms & Conditions (Policies, Agreements, etc.) for or on behalf of any Member or Customer they, or others, enroll. Members may download and/or print a copy of these Policies & Procedures at any time.
- 5.3 LifeWave Down line Placement:** A LifeWave Member may only place a personally sponsored account in their LifeWave down lines under their Financial Center. Placing accounts in other lines, including "cross lines" is not allowed.
- 5.4 Change of Sponsorship:** To maintain and protect the integrity, stability, and longevity of the LifeWave network, the changing of sponsors and placements is generally prohibited. Once a LifeWave Member is sponsored and placed within the LifeWave network, LifeWave believes in protecting that sponsor relationship and organizational integrity and, therefore, considers initial placements to be final.

Accordingly, the only way a Member may enact a sponsor change is through the voluntary

cancellation of their account. Such cancellation must be done in writing and per Section 11 of this document. All cancellations/termination request **MUST** be directly submitted by the account holder, and not another Member. Any cancellation submissions made by any Member other than the Member whose sponsor is to be changed will be denied.

The canceled Member must then remain inactive (i.e. no LifeWave activity) for a minimum of six (6) full calendar months from the date of their last activity. The term “activity” (in regards to being ‘inactive’) references any activities or practices relating to LifeWave; such as promoting, recruiting, sponsoring, receiving commissions, ordering, attending LifeWave events, etc. Any such activity by the canceled member will render their account “active” and the six (6) month requirements will reset according to their most recent date of activity.

Following the six (6) month period of inactivity, the former Member may reapply with LifeWave under a new sponsor of their choosing, at the Company’s sole discretion. Any canceled/terminated Member will lose all rights to their former downline network, per Section 11. Therefore, the cancellation and inactivity of a Member do not satisfy the same terms for other members within their original downline.

Only in situations that represent extraordinary circumstances will the Company consider and, at its sole discretion, allow a sponsor change without requiring the above protocol. Examples of extraordinary conditions may include, but are not limited to, cases wherein a sponsoring/recruiting LifeWave Member utilized unethical, illegal, or otherwise prohibited means to recruit or sponsor someone, the sponsoring of an account creates or results in a violation of these terms, an honest mistake was made in the placement of the new account, or the relationship between a Member and their sponsor involves severely inappropriate or troubling interactions and behaviors that may require compliance and/or legal remedies, etc. Extraordinary circumstances generally do not include personal disagreements, dislikes, arguments, personality incompatibilities, or basic non-LifeWave issues between Members.

All sponsor change requests that potentially meet the above criteria/classification can be submitted directly to [compliance@lifewave.com](mailto:compliance@lifewave.com). Each situation will be reviewed on an individual basis to determine the validity and potential effects on the LifeWave network. Any change of sponsor will be granted at the sole discretion of the Company. In cases of severe sponsor/upline policy violations, such sponsors/upline may be terminated; thereby removing the necessity for a sponsor change as the requesting Member will automatically ‘roll-up’ per these terms and the most current version of the LifeWave Commission Plan.

When a change of sponsorship has been reviewed and approved by LifeWave’s Compliance Department, and all required documentation and information has been received, (such as a signed Change of Sponsor approval form from the current sponsor, the next 2 uplines through line of sponsorship, and the new sponsor) a charge of \$50 (or then current fee) may be applied to the accounts for which the sponsor change request was made. In the case of a mistake in placement, the change must be requested and executed within five (5) business days of the original date of enrollment. At which time no fee will be charged. If a request for placement change is received after the first five (5) business days following the enrolment, it may be subject to review by LifeWave Compliance Department. If approved, a charge of \$50 (or the current fee) will be applied to the account making the request.

To initiate any sponsor change, the requesting Member must submit a Change of Sponsorship

form to [compliance@lifewave.com](mailto:compliance@lifewave.com). Submission of the Change of Sponsorship form indicates the Member's agreement to the processing fee, where applicable. LifeWave will not process any such change without all required elements. In addition, following the submission of a request, the Member must not engage in sponsoring anyone or have any active Members under their position while their request is pending review and approval.

If any Member engages in an unapproved sponsor change, LifeWave reserves the right to determine the final placement of the account, and their sales organization, at its sole discretion. Any attempt by any Member to manipulate or forego proper sponsor change policies, for themselves or others, may result in the automatic denial of any related requests (pending and future) for the involved parties. Such actions may also result in additional action taken by the Company including, but not limited to, termination of the involved Members.

LifeWave maintains the right to, at its discretion, approve or deny any sponsor change request, require specific details or other elements (upline approvals, signatures, etc.) as part of the review and approval process, and determine the final placement of any account or sales organization. The company also maintains the right to retroactively approve or deny any change previously granted based on additional information received that indicates inaccurate, improper, or manipulative details, and documents were submitted to the Company by any party involved in the change request. (this includes forged signatures, false approvals, false reasoning's for the request, etc.) of the enroller change process or other improper business practices.

All Members hereby waive any claims that may arise against LifeWave, its Members, officers, directors, owners, employees, and agents concerning any decision regarding the placement of any account or sales organization as a result of a sponsor change exception granted by the Company.

- 5.5 Global Sponsoring:** A LifeWave Member may ONLY sponsor people from other countries where LifeWave is currently doing business. Sponsoring of new Members in Countries/Markets wherein the company is not currently open or registered to do business is prohibited.

## SECTION 6: ORDERING PRODUCTS & SALES MATERIALS

- 6.1 Ordering Guidelines:** A LifeWave Member may order products according to the following guidelines:

**6.1.1 Order Shipping:** Product orders will generally be shipped within two to three (2 - 3) business days, however, shipping times may vary and can occasionally be delayed. Members may not place orders in their personally sponsored downline member accounts using their credit card, therefore qualifying themselves for commissions. Violation of this policy may result in the suspension or termination of the Member's LifeWave account.

**6.1.2 Order Receipt:** Upon receipt of a product shipment, LifeWave Members should immediately inspect shipments to determine whether orders are complete and in saleable condition; as outlined in Section 4.15.2. Any discrepancies found in orders (damaged items or products, inconsistent or missing quantities, etc.) must be reported to the Company immediately to allow for proper resolution. Failure to properly report

discrepancies may void a Member's ability to process returns, or received refunds or product replacements, at the discretion of the Company.

**6.1.3 Product Stock:** If an item is found to be out-of-stock during processing, the item will be placed in "Backorder" status, Customer Service will be in contact and the Backordered product will be shipped to the Member when it becomes available, at no extra cost. Please contact U.S LifeWave Customer Support at 1-866-202-0065 or LifeWave Europe Customer Support at +353 91 8746 00 if the Member has a question regarding their order status.

**6.1.4 Order Processing:** Because LifeWave strives to process orders quickly it is difficult to modify an order once it has begun processing. Members can call Customer Service within 24 hours and the Company will let them know if their request to change or cancel an order can be accommodated. If the Company is unable to do so, the Member may simply return any unwanted item and the Company will place a credit on the Member's account that can be used towards their next purchase. LifeWave will not be responsible for the charges incurred of such a return.

**6.1.5 Tax:** To comply with the US and International tax laws, LifeWave is obligated to collect sales tax on online orders shipped to locations in which the taxing authority requires us to do so. All taxes collected are paid to the state/country where the order was shipped. Any additional taxes or Customs fees that are assessed to the member by local agencies are the sole responsibility of the member/customer.

**6.1.6 Shipping Charges:** LifeWave is not responsible for shipping charges incurred when the recipient is for any reason unable to accept items shipped. It is the responsibility of the member/customer initiating the order to ensure that the shipping address provided is a current, working address. Any additional shipping charges incurred as a result of a failure to comply with the above and point. 6.1.4, will be the responsibility of the member. PLEASE NOTE that all orders totaling \$250 USD or more may require a signature for delivery.

## **6.2 Sale of Products / Bonus Buying / Circumventing of LifeWave Compensation Plan:**

Each LifeWave member commits to personally use, sell, or use in business building at least 51% of every order placed with the Company before placing another order, and must be able to certify to such if demanded by the Company. Purchasing products solely to collect bonuses or achieve rank is prohibited. LifeWave retains the right to limit the number of purchases a Member may make if, in the Company's sole discretion and judgment, it is believed those purchases are being made solely for qualification purposes instead of for consumption or resale or may be involved in any form of fraud or manipulation of LifeWave's return/refund policies.

Bonus buying is strictly prohibited. Bonus buying includes:

(a) the enrollment of individuals or entities without their knowledge of and/or appropriate execution of an Agreement by such individuals or entities;

(b) the fraudulent enrollment of an individual or entity as an Independent Member or customer;

(c) the enrollment or attempted enrollment of non-existent individuals or entities as Members or customers ("phantoms");

(d) purchasing LifeWave products or services on behalf of another Member or customer, or under another Members or customer's ID number, to qualify for commissions or bonuses;

(e) purchasing excessive amounts of goods that cannot reasonably be used or resold in a month; and/or

(f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product purchases by end-user consumers.

Any Member suspected of engaging in Bonus Buying, or similar activities, may be required to submit sales receipts and other information regarding their purchases, sales, and inventory to the Company for review. Refusal by the Member to cooperate in this regard may be interpreted by the company as evidence of a violation of these terms. Members found to be in violation of these terms may be subject to disciplinary sanctions up to, and including termination.

**6.3 Credit Card Transactions / Chargebacks / Other Financial Matters:** LifeWave, in the course of doing business, accepts and utilizes credit cards per its Terms & Conditions. The type and extent of credit card use or acceptance may vary, depending on the location of residence or local laws and regulations. Any unethical or illegal use of credit cards by any Member or Customer is prohibited. Members must never utilize another's credit card information in any way, for any reason, without that individual's express, written consent. Any unauthorized use of a credit card, including a Member's use of their credit card on other accounts (without the prior, written consent of the account holder) is strictly prohibited.

When a bank forcibly reverses a credit card transaction, returning funds to the cardholder, it is known as a chargeback. Chargebacks are usually issued when fraudulent purchases have been made on a person's credit card. When LifeWave receives a chargeback notice, the account in which the product was purchased is immediately blocked, and all related services in the account are inactivated. In the interest of caution, LifeWave considers chargebacks to be the result of fraud and suspends all accounts for 30 days or until the issue is addressed. LifeWave reserves the right to charge \$50 to reinstate an account that has been inactivated due to a chargeback notification. When a Member receives an "advanced" commission on any LifeWave product, they are subject to a claw-back of any "unearned" commissions if the member receives a refund at Company's discretion. Chargeback will be deducted from any future commissions until chargebacks are relieved. Bonuses received by Members are subject to a 100% chargeback due to fraudulent business or unethical activity.

The fraudulent submission of a chargeback (including false claims made to the issuing bank/institution to receive an unqualified refund) is akin to theft and can result in damaging and costly ramifications for the Company. Therefore, any fraudulent chargebacks or false claims made to a bank or other financial institution by any Member/Customer in regards to LifeWave is strictly prohibited. Any Member/Customer found issuing fraudulent chargebacks or false claims against the company, for any reason, may be subject to immediate termination and may also be held legally responsible for making full restitution regarding any financial costs or losses subsequently experienced by the company.

LifeWave will not tolerate any other form of credit card or financial fraud, money laundering, financing of phantom accounts, or the use of LifeWave accounts to directly or indirectly finance or, in any way, benefits individuals or entities engaged in illegal, criminal, unethical, questionable, or otherwise problematic activities. Any Member who engages in any of the above activities may be subject to disciplinary actions as outlined in this document.

## SECTION 7: RETURNS / EXCHANGES

- 7.1 Refund Policy:** The company will refund/repurchase, on reasonable commercial terms, currently marketable inventory in the possession of the Member and purchased by the Member under the terms and conditions listed herein. The term “reasonable commercial terms” may include the repurchase of marketable inventory within twelve (12) months from the Member’s date of purchase at not less than 90 percent of the Member’s original net cost, less appropriate withholdings, if any.

Products shall not be considered “currently marketable” if returned for refund/repurchase after the products’ commercially reasonable usable or shelf life period has passed; nor shall products be considered “currently marketable” if the Company discloses to the Member prior to purchase that the products are seasonal, discontinued, special promotion products, or clearance and are not subject to the refund/repurchase obligation. Prior to returning the product, the Member must request from Customer Service a “Return Merchandise Authorization” Number (RMA).

Once an unused portion of the product is received, LifeWave will refund a minimum of 90% of the net cost to the Member. Since orders are processed in US Dollars, refunds will be issued in US dollars as well. The Company may deny or allow exceptions at its sole discretion, on a case-by-case basis.

\*Note: If there is no product left to return, LifeWave will consider the product consumed and may elect to not issue a refund, at its sole discretion.

- 7.2 Return of Products – General Summary (Members):** All returns of multiple packages of the same product must be unopened and in resalable condition, except for the one package from which the product was used.

For Member/Distributors (Excluding the Initial Order) To receive a 100% refund all returns of multiple packages must be returned apart from the one. If you order multiple packs of the same products and only return 50% of these, you will only receive a 50% refund, if you return 60% then you will receive a 60% refund. This is excluding the shipping.

**7.2.1 Return Shipping:** All shipping costs to return the product are the responsibility of the Member.

**7.2.2 Return Timeframe:** All returns must be made within 1 year from the date your purchase was shipped and must be commercially marketable per the definition above in 7.1.1.

**7.2.3 RMA Number:** Customer Service must issue a Return Merchandise Authorization (RMA) number prior to any return.

- 7.3 Enrollment Order Returns:** Returns of enrollment orders will cancel the member’s business

center activation, and Returns of enrollments and Upgrade will cancel any commissions generated by the original purchase. Commissions generated for the member's sponsor will also be withheld and deducted. Volumes generated by this return will be deducted from the entire upline. (Please see Section 7.7 for more details)

- 7.4 Damaged/Defective Product:** Damaged or defective merchandise may be returned for replacement only and is subject to inspection. Members/Customers are responsible for notifying the Company of damaged or defective products within ten (10) business days of receiving the product.
- 7.5 Return of Sales Aids:** Existing Members may return sales aids such as posters, banners, literature, CDs, etc. Members who are canceling their Membership and returning the Enrollment kit may also return the sales aids, etc. for a refund as they are included in the enrollment kit.
- 7.6 Lost/Missing Orders:** Members/Customer must report any lost or missing orders within five (5) business days of the expected delivery date. The first time a Member/Customer orders a product and reports to the Company that they did not receive the order, LifeWave will issue a replacement of the order to them. The second time the same Member/Customer reports that they did not receive their order, LifeWave will issue this member a refund and cancel their account. That Member/Customer will not be allowed to re-order for a minimum of three (3) months or any period as determined at the sole discretion of the Company.
- 7.7 Member/Distributor Return of Initial Order:**

LifeWave has a 30-day money-back guarantee for their initial order.

If a Member is unhappy with their product, LifeWave will offer a full refund (excluding shipping fees), as long as the refund request is received by LifeWave within 30 days of the original ship date of the product to the member.

All returns of multiple packages of the same product must be unopened and in resalable condition, except for the one package from which the product was used. This open package must also be returned. The return of this initial order will cancel this member's business center activation.

All shipping costs to return the product are the responsibility of the member. The customer must contact the company to receive a Return Merchandise Authorization (RMA) number prior to returning any product or initiating any refund. Returned product/packaging must include the RMA number and refunds will be issued upon receipt by the Company of properly returned product/packaging by the company.

All volume and related commissions paid on the returned order will be deducted from the applicable LifeWave Members their sponsor and the respective upline.

**\*\*Please note\*\*** International / APO / FPO addresses: Items shipped to international addresses can take a minimum of 20 ± business days to arrive. The Company is unable to provide tracking information for international orders unless the Member chooses a trackable ship method for their order. Credit and/or reship requests for items not delivered will not be processed or considered any time prior to 90 days from the original order date.

**7.8 Retail Customer & Preferred Customer Returns/Refunds:** LifeWave offers Retail & Preferred Customers a **90-day Money Back Guarantee** for the initial (first-time) order on a given LifeWave Retail or Preferred Customer account.

If a Retail or Preferred Customer is dissatisfied with the product, LifeWave will offer a full refund (excluding shipping fees) for the initial (first-time) order on a given LifeWave Retail or Preferred Customer account, as long as the request for a refund is received by LifeWave within ninety (90) days of the original shipping date of the pertinent order. Refund requests may be submitted by contacting LifeWave's Customer Service Department. (Customer Service contact details can be found at [lifewave.com](http://lifewave.com))

The 90-day Money Back Guarantee is ONLY applicable on initial (first-time) order on a given Retail or Preferred Customer account. The 90-day Money Back Guarantee will be considered void in the event a given Retail or Preferred Customer creates multiple/duplicate accounts resulting in multiple orders within the LifeWave system. Return of unused product or packaging is not required.

Subsequent or secondary orders will be subject to LifeWave's standard Retail & Preferred Customer return/refund policies as outlined below. Retail & Preferred Customers Product Exchanges are subject to the terms outlined in Section 7.9 of these policies.

Retail & Preferred Customers may submit a refund request for subsequent or secondary product orders for a full refund (excluding shipping fees), as long as the request for a refund is received by LifeWave within thirty (30) days of the original shipping date of the pertinent order. Return of unused product or packaging is not required. All requests must be initiated by contacting LifeWave's Customer Service within thirty (30) days from the date the order was shipped.

Once a particular product has been ordered and subsequently refunded on a given Retail or Preferred Customer account (through either the ninety (90) day or thirty (30) day return policy), that particular product will not be eligible for any future refunds unless returned to the company in a resalable condition. (Unexpired, unopened, undamaged, etc.) In which case, all terms outlined in Sections 7.11 and 7.12 of these policies must be met. Refunds of this type will not include original shipping costs. All product returns must be received by the company within twelve (12) months from the product order date to be valid. Refunds for products not meeting requisite terms and/or not received after the twelve (12) month period will be considered void.

Retail & Preferred Customer accounts found having multiple, systematic, or sustainable refund request practices may be subject to termination due to possible fraud or manipulation, at the sole discretion of the Company. Retail or Preferred Customers who create multiple/duplicate accounts within the LifeWave system are also subject to termination.

Preferred Customer accounts may be subject to altered or additional terms as outlined in the current/official Preferred Customer Program documentation.

LifeWave maintains the right to accept or deny any refund request, at its sole discretion, for any reason it deems necessary. All requests are reviewed and approved on a case-by-case basis; previous results do not determine future approval.

NOTE: Customer returns and refunds may result in the removal of points stemming from the associated orders. The removal of points may have a direct effect on a Member's activity status, commission/bonus amounts, or other elements of the LifeWave business.

**7.9 Exchanges:** LifeWave offers product exchanges under the following conditions:

**7.9.1 Exchange Requests:** All exchange requests must be submitted to LifeWave's Customer Service made within thirty (30) days of the shipping date for unopened products.

**7.9.2 Damaged Product:** Except for damaged or defective merchandise, all products must be returned unopened and in a saleable condition in order to receive a refund.

**7.9.3 Additional Returns/Exchanges:** Once a Member/Customer has made a return from a specific order, the exchanged products may not be returned for additional exchanges or refunds.

**7.10 Member Refunds:** LifeWave is happy to refund the cost of the product, subject to the terms defined in 7.1.1. Refunds or additional charges caused by exchange will be processed to the original credit card used at the time of purchase. If this card is no longer active, the Member must contact Customer Service to make other arrangements. Only packages with the proper authorizations (such as an RMA number) will be processed for a refund. Any unauthorized returns may be denied a refund, at the sole discretion of the company.

**7.11 RMA Required:** All products being returned by Customers or Members must be linked to a specific order placed in the LifeWave system. This is verified by the company through the use of Return Merchandise Authorization (RMA) numbers. RMA numbers can be obtained by contacting LifeWave's Customer Service. The lack of an RMA number may result in the denial of a refund, as noted in these policies. RMA numbers do not guarantee a refund and all returns must meet applicable criteria outlined in these policies. Products must be returned within a minimum of twelve (12) months from the date of purchase. Refunds for products not meeting requisite terms and/or not received after the twelve (12) month period will be considered void.

**7.12 Return Shipping:** The LifeWave Member/Customer can ship the products back to the address specified by Customer Service. Shipping costs are the sole responsibility of the LifeWave Member/Customer.

**7.13 Promotional Sales, Limited-Time Offers, Etc.:** All returns and refunds associated with promotional sales or special offers and events are subject to the terms and conditions set forth by each respective situation. Such terms shall supersede the general terms outlined herein, for all Customer and Member types, unless otherwise dictated.

## SECTION 8: TRADE SHOW POLICY

**8.1 Trade Shows:** Request(s) to host a booth, table, or display at any event must be submitted in writing to [compliance@lifewave.com](mailto:compliance@lifewave.com) prior to registering for the event. LifeWave Compliance will ensure the event is conducive to the image LifeWave is attempting to portray. LifeWave will only approve one request per event to prevent the venue from being saturated with LifeWave members hosting multiple booths at the same venue on the same day. Fairs and Special Events: LifeWave Members may promote LifeWave products at fairs and trade shows. However, LifeWave products may not be promoted or displayed with any other products that

are sold via network marketing.

LifeWave has the following positioning on Tradeshows:

- 8.1.1 Return of Tradeshow Products:** Products purchased for trade shows and other events are non-returnable. Members must establish the amount of product they will be purchasing for the event in their request. This will be subsequently be verified utilizing the Member's order history at the time of or after the event. Any discrepancies found may require additional information and explanation from the Member. Members hosting the event must purchase products to be used/sold at the event on their account and may not purchase such products on other accounts.
- 8.1.2 Inventory:** Distributors need to manage their inventory for such events to minimize overstock.
- 8.1.3 Volumes:** The sale and accompanying volumes are posted when the order is made. Due to the nature of LifeWave's Commission Plan, returns on trade show orders are not allowed.
- 8.2 Product Orders:** A LifeWave Member may order the product by mail, email, or online. The LifeWave Product Order Form is required for all mail orders of products and must be fully completed and submitted to the LifeWave Corporate Office. Two or more LifeWave Members may not combine orders on the same order form.
- 8.3 Payment Options:** LifeWave accepts Visa, MasterCard, AmEx, and Discover as payment for products. Additional information regarding credit card transactions can be found in Section 6.3 of this document.
- 8.4 Ordering Restrictions:** A LifeWave Member may not submit orders in the name of another LifeWave Member. Only orders made on behalf of the LifeWave Member's LifeWave Membership will be honored by LifeWave. Additionally, Members are prohibited from purchasing a product that Any orders made contrary to this policy, without the prior and express, written consent or approval of the account holder and the company, may be rendered void and null, and any accompany volumes will be removed.
- 8.5 Sales Tax:** LifeWave products are subject to sales and use tax in most jurisdictions. LifeWave collects and remits sales tax in various jurisdictions. LifeWave will advise LifeWave Members that such taxes are required to be collected on their behalf.
- 8.6 Product Pricing:** LifeWave reserves the right to change its product pricing at any time without prior notice.
- 8.7 Retail Sales/Product Sales:** Products purchased by Members are only authorized to be resold through approved channels. Members are generally authorized to establish their retail prices; however, Members are prohibited from selling LifeWave products below the wholesale or sales pricing established by the Company for any given product. Members who sell LifeWave products below corporate-established wholesale or sales pricing create a directly competing relationship with the company and its network. As Independent Contractors of LifeWave, Members are prohibited from competing directly with the Company, in any way, through their business practices.

Additionally, Members are strictly prohibited from selling, providing, or otherwise distributing

LifeWave products to any individual or entity, directly or indirectly, who intends to resell the products through any channel, approved or unapproved. This includes anyone who has previously sold or may sell LifeWave products through online channels (eBay, Amazon, Craigslist, Facebook, etc.). Members must engage in a reasonable level of due diligence, including educating their customers on any pertinent purchase terms and conditions, to ensure all sales are done per these policies.

- 8.8 Unopened Markets:** Members are prohibited from purchasing products to be shipped to unopened markets or countries, or importing/exporting LifeWave products into unopened markets or countries. Accordingly, Members may not sell products to anyone who has any intent of shipping or diverting products to unopened markets or countries.

## SECTION 9: ADVERTISING & PRODUCT DISPLAYS

- 9.1 Advertising:** LifeWave encourages LifeWave Members to promote LifeWave's products and marketing opportunities according to appropriate guidelines. Failure to follow the guidelines can result in damage to the reputation of LifeWave and its products and can trigger undesirable publicity and possible legal action. It is the responsibility of all Members to properly promote and protect the reputation and integrity of the Company. Generally, Members may only utilize approved materials, tools, and resources provided by the Company. Any advertising materials or channels used by a LifeWave Member to promote the products, business, or any other LifeWave-related content must prominently display the phrase and Logo, "LifeWave Independent Distributor/Member". Additionally, when including pricing in advertising materials, all LifeWave members must use the retail value of the products.

Members are strictly prohibited from altering, re-labeling, or re-branding any of the names, details, images, packaging, or instructions of any LifeWave materials, products, information, business opportunities, terms or documents, commission plan details, or any LifeWave elements in any way. Additionally, Members are prohibited from improperly associating any Member group, team, institution, or joint colluviation in a manner that suggests or implies it is an official part of the company. Likewise, the promotion of any non-LifeWave branding directly with LifeWave or its intellectual properties, products, or materials, in lieu of the official LifeWave brand is strictly prohibited.

Subsequently, any names of teams/groups created or managed by LifeWave Members may only be used to generate or foster appropriate team unity by providing and disseminating information, training, and assistance to other Members. However, any promotional methods of any Member and their respective teams/groups must not be used in lieu of or as a replacement for the official LifeWave brand. Members are responsible for adequately informing and training any member of their team or group that the team/group name is for Member association purposes only and that all promotion of LifeWave and its products must contain the official and proper LifeWave branding elements. Improper use of a team/group name or individual Member brand may confuse or mislead others in knowing the true source and nature of LifeWave. Such business practices diminish and potentially damages the LifeWave brand and are, therefore, strictly prohibited.

LifeWave maintains the right to adequately protect its intellectual and proprietary properties and business assets through any means it deems necessary. As such, LifeWave may, at its sole

discretion, prohibit or deny the use of any intellectual property by any individual or group. Likewise, LifeWave may prohibit the use of any team/group name or non-LifeWave branding as they may be used in association with the promotion of LifeWave.

The Company also reserves the right to recant or rescind any approval for any content, tools, materials, other literature, at any time, for any reason. Members waive all claims for damages or remuneration arising from or relating to such rescission.

## **9.2 Member-created Websites:**

Members are provided with an official website/landing page, by the company. This site contains appropriate resources, information, and tools for Members to promote LifeWave products and business opportunity. Therefore, Member-created websites (non-corporate websites) that promote LifeWave are redundant, unnecessary, and are generally prohibited outside the terms outlined herein.

If a Member feels that a non-corporate website is necessary, the Member may submit a direct request for approval to the Company at [compliance@lifewave.com](mailto:compliance@lifewave.com). All requests must include a reasonable and legitimate explanation for the need for the non-corporate website, as well as include any content to be placed on the website. Review and approval for Member-created websites MUST be completed by the company before any part of the websites is made live or public. Failure on the Member's part to receive prior approval for a member-created website automatically renders the website invalid and unapproved and may require the immediate removal of the website from online platforms. Any subsequent approval requests for that website may be denied in perpetuity.

In addition to receiving proper approval, all Member-created websites and any content found therein must align with all the terms of the Company's Policies and Procedures. Members have the responsibility and obligation to ensure all content on their website, and any other online activities, are transparent, truthful, professional, and are not deceptive or misleading in any way. Failure to adhere to LifeWave's policies, regardless of intent, may result in disciplinary action. More details of online policies can be found in Section 9 of this document.

**9.3 Member-produced Promotional Items:** LifeWave discourages its Members from producing their own promotional items for their own use, and prohibits LifeWave Members from producing promotional items for use or resale. Member should focus on utilizing the official LifeWave materials and resources provided by the company in an approved manner.

**9.4 Proprietary Names:** A LifeWave Member may not use any of LifeWave's intellectual or proprietary properties including, but not limited to, copyrights, trademarks, logos, or trade secrets, or any distinctive slogan, product names, or phrases used by LifeWave to promote the LifeWave Members' businesses without proper consent and written approval by the Company. LifeWave may specifically authorize materials and make them available for download through the LifeWave website and/or BackOffice. However, all such materials may only be utilized as approved or otherwise authorized in the Company's Terms and Conditions.

Furthermore, a LifeWave Member may not obtain, through use, registration, or filing for a trademark or copyright application, any right, interest, or title to the name, trademarks, logos, or trade secrets of LifeWave and its products. This policy extends to the use of LifeWave properties in any registration and use of URLs, social media groups or pages, or any other

format, platform, or medium.

Members hereby agree to immediately remove/shutdown any asset utilizing LifeWave's intellectual properties and refrain from any use of the asset, indefinitely, OR, provide the Company full rights of ownership for any filings, registrations, applications or uses involving LifeWave's intellectual properties, upon the Company's request. Failure to comply with this agreement or adequately cooperate may result in immediate termination and/or use of legal remedies. The Company, at its sole discretion, may offer reasonable financial compensation for direct costs of registrations or filings, not to exceed the initial costs paid by the member.

- 9.5 Electronic and Mass Media Advertising:** Electronic and mass media advertising is prohibited. A LifeWave Member may not advertise LifeWave or its products or services on television, cable television, radio, newspapers, email, or any other form of electronic or mass media advertising without prior written permission, which can be withheld at LifeWave's discretion. Prohibited electronic mass media elements include, but are not limited to, the use of targeted/online search engine ads (i.e. Google Ads), paid marketing spots, paid or unpaid SEO tactics (anything that causes a Member's website to be displayed above/before the Official LifeWave website), mass or targeted social media campaigns or advertisements, etc.
- 9.6 Telemarketing:** Any Member who uses the telephone to market LifeWave products must comply with all applicable state and federal regulations for telephone marketing and solicitation, including registration as a telemarketer.
- 9.7 Internet/Website Usage:** A LifeWave Member may not use or attempt to register any of the company trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third-party websites, e-mail addresses, web-pages, or blogs. Violation of this policy may result in the sanctions outlined in Section 9.3.
- 9.7.1 Online Ads and SEO Practices:** Members may not use paid search engine optimization (SEO) marketing tools or ads (such as Google AdWords or any similar services) that would result in a Member's replicated site or personal domain to be displayed higher than that of the LifeWave corporate website(s).
- 9.7.2 Online Shopping Carts:** The use of online shopping carts, other than the LifeWave Member Back Office, to sell Lifewave products is strictly prohibited, as this form of selling precludes the personal contact that should be present in a networking environment.
- 9.7.3 Online Retail Sales & Classifieds Sites/Platforms:** LifeWave Members are strictly prohibited from selling LifeWave products on any unauthorized online retail/sales or classifieds sites platforms (e.g. Amazon.com, eBay.com, Facebook.com, Taobao, Mercado Libre, Alibaba, Craigslist, etc.), in any manner. This includes the use of member-created websites and platforms. The terms and obligations contained in this section shall survive termination of the contract for a minimum of one (1) year.
- 9.7.4 Materials Fees or Sale:** Members may not charge a fee for any Lifewave Materials, sales aids, or training on their website without the written consent from Lifewave Corporate.
- 9.7.5 Online Cross-branding:** Cross-branding LifeWave with other companies and products is not allowed. The term "Cross-branding" is defined as any joint or simultaneous promotion of one (1) Or more entities, products, services, or business opportunities in

tandem with LifeWave. This applies to both competitive and non-competitive entities, products, services, or business opportunities.

**9.7.6 Online Behaviors & Practices:** It is prohibited for any LifeWave Member to violate any law or regulation; to stalk, harass, or harm another individual; to violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights; to post or share anything illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable.

Online activities that may be deemed, unethical, misleading, damaging, and generally prohibited may include, but are not limited to, attempts to utilize or manipulate 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 links 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.

Specifically prohibited are websites and URLs containing or utilizing 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.

LIFEWAVE DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED IN ANY WAY TO INDEPENDENT DISTRIBUTOR WEBSITES.

**9.8 Social Media:** A LifeWave Member may create a Social Media account subject to the following requirements:

- 9.8.1. Independent Status:** The name of this account should include "Independent LifeWave Distributor/Member". A Member may not portray or imply that their account is an "Official" LifeWave corporate account. (e.g. LifeWave Ireland; Official LifeWave, etc.);
- 9.8.2. Cross-Branding:** Cross-branding with other companies and products is not allowed on any social media site used for the promotion of LifeWave (other than an individual's personal feed/page wherein other aspects of the individual's life are commonly posted);
- 9.8.3. Confidential/Unauthorized Information:** Members may not post any confidential information for LifeWave on their Social media pages or channels. This includes but is not limited to LifeWave webinars, Corporate calls, and emails (group or individual), Leadership emails, etc.
- 9.8.4. Illegal or Problematic Social Media Behaviors:** It is prohibited for any LifeWave Member to use any social media platform to violate any law or regulation; to stalk, harass, or harm another individual; to violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights; to post or share anything illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable.

- 9.8.5. Online Spamming:** Members are prohibited from engaging in or utilizing any bulk solicitation or “spamming” of individuals or groups through social media platforms. Paid ads, ‘click-bate’ marketing or similar tactics on social media platforms are also prohibited.
- 9.9 Company Recordings:** A LifeWave Member may not produce for sale, for personal or business use any audio, video, or other recordings of LifeWave-sponsored events, teleconference calls, speeches, meetings, or individual calls with any LifeWave employee/s.
- 9.10 LifeWave Staff Member Recordings:** A LifeWave Member may not, without the prior express, written consent of the LifeWave Marketing Communications Department, record, make, or prepare audio or video presentations or recordings of any LifeWave event, speech, teleconference call, or meeting. Also, a LifeWave Member may not, without the prior express consent of all involved parties, record or make an audio record of any calls or communications with any LifeWave staff members.
- 9.11 Media Inquiries:** In order to ensure accuracy and consistency of information, a LifeWave Member who receives any inquiry from the press or other media regarding any aspect of LifeWave, its products, or LifeWave Memberships should immediately refer such inquiry to the Customer Services Department at LifeWave by calling (866) 202-0065 or +353(0)91-874600.
- 9.12 General Training Fees:** A LifeWave Member may not charge for profit a fee for any general training on LifeWave products or marketing or LifeWave Member-produced training materials without the prior written consent of LifeWave Corporate.
- 9.13 Telephone Book Listing:** Telephone book advertising is generally prohibited. However, a LifeWave Member may place a listing in the yellow pages in the categories of Health, Fitness, or Nutrition. Any such listing must be approved by LifeWave prior to publishing, and must contain the phrase, “Independent LifeWave Distributor”.
- 9.14 Toll-Telephone Numbers:** LifeWave prohibits the use of 900 numbers or any toll numbers for marketing either the LifeWave opportunity or its products.
- 9.15 Telephone Answering:** A LifeWave Member may not answer the telephone in any manner that would give callers a reason to believe that they have reached the corporate offices of or an office of LifeWave.
- 9.16 Revised Company Literature:** A LifeWave Member is responsible for notifying the LifeWave Member’s downline organization of new LifeWave information. New LifeWave policies, forms, and literature replace old policies, forms, and literature.
- 9.17 Service and Retail Establishment Displays:** Although LifeWave allows the retail sale of products, a LifeWave Member may not sell LifeWave products in Retail establishments without express written prior consent from LifeWave.
- 9.18 Emailing:** A LifeWave Member may not use an email signature that would imply they are a LifeWave Corporate employee, official corporate representative, or that they hold an official corporate title. If using an email signature, it should state that the Member is an Independent LifeWave Distributor/Member. Any use of an electronic/email signature wherein a LifeWave Member Rank/Title is used in association with the LifeWave name or logo, without the inclusion of “Independent LifeWave Distributor/Member”, is deceptive and misleading and, therefore, is prohibited. LifeWave strictly prohibits the sending of unsolicited bulk email

(spam). Spam is defined for this purpose as sending ten or more messages similar in content to any persons, entities, newsgroups, forums, email lists, or other groups or lists unless prior authorization has been obtained from the email recipient or unless a business or personal relationship has already been established with the email recipient. LifeWave also prohibits using false headers in emails or falsifying, forging, or altering the origin of any email in connection with LifeWave, and/or its products and services. LifeWave prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise.

**9.19 Bulk Mailing/Marketing:** LifeWave strictly prohibits the use of unsolicited bulk mailings, fliers, newsletters, solicitation cards, or any other form of spam-type marketing tactics. Spam is defined for this purpose as sending unsolicited, impersonal, or bulk messages or marketing materials similar in content to any persons, entities, newsgroups, forums, business locations, neighborhoods, contact lists, or other groups or lists, unless prior authorization has been obtained from the recipient(s) or unless a direct business or personal relationship, has already been established with the recipient(s). LifeWave also prohibits using false headers, headlines, or phrases in marketing materials or falsifying, forging, or altering the origin of any marketing material in connection with LifeWave, and/or its products and services. LifeWave prohibits engaging in any of the aforementioned activities through the use of third-party services, providers, or otherwise.

IF A MEMBER OR ANYONE THEY KNOW IS “SPAMMED” BY SOMEONE WHO IS SELLING OR DESCRIBING LIFEWAVE’S PRODUCTS OR SERVICES, PLEASE CONTACT US PROMPTLY SO THAT LIFEWAVE MAY TAKE APPROPRIATE ACTION.

## SECTION 10. COMPENSATION & FEES

**10.1 LifeWave Member Compensation & Fees:** A LifeWave Member is compensated according to the terms and requirements of the current LifeWave Compensation Plan applicable to the country of residence of the individuals owning the LifeWave Membership. The policies outlined in the LifeWave Compensation Plan brochure (or on LifeWave’s website) are the guidelines for payment of earnings under the Compensation Plan and the fees charged to LifeWave Members. The “LifeWave Compensation Plan” is a part of these Policies & Procedures. Acceptance of all Policies & Procedures, including those in the LifeWave Compensation Plan is required of all LifeWave Members.

**10.2 Qualification:** A LifeWave Member is wholly responsible for meeting the LifeWave Member’s qualification requirements. LifeWave will not guarantee compensation amounts for any LifeWave Member. Qualifying members must meet the following requirements, as well as any requirements outlined in the LifeWave Commission Plan, to earn. They are as follows:

1. Members must be “Active”, meaning they must fulfill any requisite activity requirements as outlined in the most current, official LifeWave Commission Plan;
2. Members must be in “Good Standing” with the Company. “Good Standing” is defined as a Member being in current compliance with the terms and conditions as outlined in the Distributor Agreement, Policies & Procedures, and other related agreements. Any Member found to be in violation of these policies, with a pending or ongoing compliance investigation, and/or currently or previously enacted sanctions by the company may be disqualified from

earning commissions or bonuses. Any Member not found to be in “Good Standing”, at the sole discretion of the Company, may have their current, pending, unpaid, or future earnings deemed forfeit.

**10.3 Earnings Guarantees:** A LifeWave Member is neither guaranteed a specific income nor assured any level of sales, profit, or success. All earnings are determined by the effort a Member puts forth and the results they achieve, per the most current, official LifeWave Commission Plan

**10.4 Commission Period:** The commission periods are determined by the most current, official version of the LifeWave Commission Plan.

**10.5 Payment of Bonuses/Commissions:** Commissions are paid per the schedules and requirements as outlined in the most current, official version of the LifeWave Compensation Plan. All payments/fund transfers may include a \$1.00 (or the then current amount) processing fee that will be automatically deducted from the total of the payment/fund transfer.

**10.6 Debiting of Bonus Payments:** LifeWave reserves the right to debit or place a hold on a LifeWave Member’s bonus payment for any amount the LifeWave Member owes LifeWave.

**10.7 Service Fees:** Although LifeWave provides most LifeWave Member services to LifeWave Members free of charge, from time to time a LifeWave Member will request or require services that warrant additional time and expense to research or address. LifeWave may charge a reasonable fee for such extra work and will advise the Member before doing the work or charging the fee.

**10.7.1 Unclaimed Funds:** In lieu of charging a monthly Account Management fee, commissions that are unclaimed within two years will be forfeited by the member.

**10.8 Manipulation of the Commission Plan:** Members are strictly prohibited from manipulating the Company’s Commission Plan or engaging in activities that may otherwise compromise the integrity of the Commission Plan. Such activities may include, but are not limited to, the creation or use of fake/invalid accounts, unauthorized/invalid or bulk product orders on personal or downline accounts, misuse or manipulation of the Company’s return/refund process, unethical or prohibited practices designed to maintain or increase ranks/titles, etc.

## **SECTION 11. LIFEWAVE MEMBER CANCELLATION OF AUTOSHIP, MEMBERSHIP, DISCIPLINARY PROCESS, RESIGNATION AND TERMINATION**

**11.1 Cancellation Notification:** A Member may email their request for cancellation to Customer Service from the email address registered on their account with LifeWave. All Auto-ship/recurring order cancellations must be completed 48 hours prior to the expected ship date to ensure that the voluntary order will not be shipped.

**11.2 Voluntary Resignation:** A LifeWave Member may, at any time, voluntarily resign by submitting to LifeWave a resignation letter signed by all individuals and entities on the LifeWave Membership listing the individuals and entities’ names and tax ID numbers or social security numbers. If a Lifewave member resigns all future commission earnings for that Member ID is forfeited. Resigned Members, may not re-enroll under a new sponsor for six months after their effective termination date. Should this occur, the second LifeWave Membership may be reviewed and if considered as downline raiding, cross sponsorship, or unfair completion as in

section 4.3, this membership may then be terminated by LifeWave.

**11.3 Involuntary Termination:** If necessary, a LifeWave Member may be terminated by LifeWave for cause. LifeWave has the right to take quick and decisive action in limiting or terminating a LifeWave Membership that is found in violation of the Policies & Procedures, the LifeWave Member Application, rules governing the Compensation Plan, or any state or federal laws, statutes, and/or regulations that pertain to the business of LifeWave. If a LifeWave member is terminated for cause all future commission earnings for that Member ID is forfeited. Members terminated for cause may not hold a beneficial interest in any other distributorship or re-enroll without special review and approval by LifeWave.

**11.4 Disciplinary Process:** Failure to abide by the terms outlined in the LifeWave Terms and Conditions, which includes these Policies & Procedures, may lead to appropriate disciplinary action. Members will be notified by the company of issues and sanctions and, generally, will be required to respond to such notices within a given timeframe.

LifeWave, in its sole discretion, may elect to utilize any of the following sanctions in its efforts to resolve violations or issues. These sanctions may be applied at any time and may involve more than one sanction for the same matter. The following are examples of possible sanctions and do not constitute a full or complete list of actions that can be taken by the company.

- Require corrective actions on the part of the Member involved; which may include financial restitution, completion of training programs, etc.
- Withhold or deny bonus and commission funds
- Suspend the individual's account
- Initiate the permanent or temporary loss of, or reduction in, the current and/or lifetime rank of a Member
- Transfer or removal of some or all of a Distributor's downline Distributors from the offending Distributor's downline organization:
- Involuntary termination of the offender's Distributor Agreement
- Suspend and/or terminate the offending Distributor's Replicated website and business back-office access
- Withhold or reduce all or any part of Commissions or Bonuses, which may include, intervals, tiers, or percentages of payouts for specific periods. Example: Withhold 20% of commissions for 6 months.
- Any measure expressly allowed within any terms outlined in LifeWave's Terms & Conditions or anything deemed appropriate and reasonable to resolve the matter at hand.

At any time, as deemed necessary at the sole discretion of the Company, LifeWave may engage in legal proceedings for monetary and/or equitable relief. If any Member matters involve criminal elements, the Company may engage and/or assist proper authorities in any investigation or prosecution.

Interference by any Member, in any way, with the Company's efforts to investigate and/or resolve compliance matters may be deemed a violation of these policies by the Company. Such interference may include, but is not limited to, unreasonable requests, expectations, or demands for specific results/outcomes of compliance matters, any improper or unprofessional use, threat, coercion, or attempts to intimidate corporate resources (including employees), submission of irrelevant, tainted, false, or assumptive information regarding any ongoing compliance matters, the unauthorized or unethical dissemination of details (assumed or otherwise) about any Members involved in compliance matters that may alter or change the information and /or correspondence content received by the company, etc.

Once a disciplinary action is complete, LifeWave may announce details of such disciplinary action.

- 11.5 Reporting of Violations:** As noted in Section 1.1, any matters relating to compliance, including the reporting of possible violations, may be directed to [compliance@lifewave.com](mailto:compliance@lifewave.com). Any information submitted to the company must be true and accurate. Members must take reasonable measures to avoid submitting overly biased, exaggerated, or unverifiable gossip or hearsay and should never engage in the omission of pertinent facts or details to garner benefit or favor for themselves or others. Purposeful or reckless submission of false information, especially information designed to disparage or harm a LifeWave Member, Customer, or Employee, shall be considered a violation of these terms. All reports or claims must be submitted to the company in a timely manner.

Additionally, Members are prohibited from purposefully or knowingly failing to properly report violations in an effort to obtain personal benefit from the occurrence of a violation. A member's failure to report violations for personal benefit is deemed to be akin to assisting or being a participating party in the violation and LifeWave retains the right to take necessary action against members who engage in such activities. Accordingly, if a Member initially fails to properly report violations for personal gain or benefit, and then later decides to file a claim or report for that same violation once any benefit is no longer being obtained, that Member is subject to disciplinary sanctions as deemed appropriate by the Company and per this document.

To prevent the unnecessary disruption of ongoing business activities, the Company may choose to not act on any alleged policy violations if no written complaints are received within two (2) years of the initial occurrence of the alleged violation.

- 11.6 Notification of Termination:** When a decision is made to terminate a LifeWave Member for cause, LifeWave will send notification by email to the terminated LifeWave Member at the most recent address on file at the Corporate Office. Upon receipt of notice from LifeWave, the LifeWave Member must immediately cease all LifeWave Member activities and remove any applicable web site advertising, if possible.
- 11.7 Appeal of Termination:** If a LifeWave Member wishes to appeal a termination, LifeWave must receive the written appeal within the period specified in the termination letter.
- 11.8 Effect of Termination:** Whether a LifeWave Membership is terminated through voluntary resignation or involuntary termination by LifeWave, that LifeWave Membership is no longer entitled to sell LifeWave products or to Sponsor other prospective LifeWave Members.

- 11.9 Litigation:** Any litigation regarding the agreements between LifeWave Members and LifeWave shall be undertaken in the State Court of Gwinnett County, Georgia, or the Atlanta U.S. Federal District Court. These policies and all agreements between LifeWave and LifeWave Members shall be governed by the laws of the State of Georgia, and are binding on successors and assigns of both parties.
- 11.10 Cancellation Clause, Puerto Rico:** A Distributor in Puerto Rico may cancel at any time and for any reason during the first 90 days after signing, and/or at any time upon showing that LifeWave, INC is in noncompliance with any of the essential obligations of the distribution agreement or any act or omission by LifeWave INC affecting adversely the interests of the distributor in the development of the market and service. Notice of cancellation must be in writing and must be sent by registered mail. At the time of cancellation, LifeWave INC will Reacquire the total of products that are in the possession of the Distributor and that are in good condition for not less than ninety percent (90%) of their original net cost. Original net cost is assumed to be the original cost to the Distributor. LifeWave INC will return to the Distributor not less than ninety percent (90%) of any sum paid by them to participate in the business.
- 11.11 Organization Changes Post Termination:** Where the company elects to terminate a LifeWave Member for cause, LifeWave reserves the right to reorganize the distributor’s downline in a manner that serves the best interests of the company, downline organization, and upline.
- 11.12 Damages:** If a LifeWave Member (“Member”) breaches its obligations under section 4.14 or 8.7, the Member shall pay to LifeWave \$10,000 for each violation. The parties intend that this amount constitutes compensation and not a penalty. The parties acknowledge and agree that LifeWave’s harm caused by a Member breach of either of the aforementioned sections would be impossible or very difficult to accurately estimate and that this provision is a reasonable estimate of the anticipated or actual harm that might arise from such a breach by a Member. The collection of this amount is not intended to be LifeWave’s exclusive remedy of a Member’s breach of these identified sections.

## SECTION 12: LIFEWAVE SPAM POLICY

- 12.1 FTC Compliance:** Member/Distributor agrees to fully comply with the United States FTC Act and any related rules, regulations, and advisory opinions issued by the FTC. Member/Distributor agrees to avoid unfair or deceptive advertising and, in particular with the FTC Act, Member/Distributor agrees to comply with the FTC Act concerning any representations and disclosures. Failure to comply may result in Member Termination.
- 12.2 Legal Advice:** Member/Distributor agrees that LifeWave has not provided any legal advice in the past or by way of this Agreement and represents to LifeWave that it will seek legal counsel from an attorney of its selection to advise it on all legal issues related to this Agreement.
- 12.3 General Compliance:** Member/Distributor agrees that it is its responsibility to and it will comply with all laws, rules, and regulations that apply to Member/Distributor’s business, not just the FTC rules discussed herein. Member/Distributor agrees that it will review the FTC website and will consult with its attorney regarding any questions related to the FTC rules or other laws, rules, and regulations. As an example of the FTC rules, Member/Distributor agrees that any use of the word “free” must comply with said rules and regulations as embodied in

the FTC Guide concerning the use of the word “free” and similar representations, a copy of which may be found at [www.ftc.gov/bcp/guides/free.htm](http://www.ftc.gov/bcp/guides/free.htm) Failure to comply may result in Member Termination.

- 12.4 Unsolicited / Commercial / Bulk E-Mail:** Member/Distributor agrees not to use any of LifeWave’s services, directly or indirectly, to solicit the performance of any activity that is prohibited by law or for the illegal distribution of Unsolicited Commercial Bulk E-Mail (“UCBE”), commonly known as “SPAM”, nor will Member/Distributor forge or use without authorization, any mail header information. Member/Distributor agrees and understands that several states and the federal government have proposed and/or passed legislation into law to control UCBE. Failure to comply may result in Member Termination. Accordingly, all Members must adhere to the marketing terms as outlined in these policies, specifically Sections 9.17 and 9.18.

## SECTION 13. GOVERNANCE

- 13.1 Fulfillment Location Governance:** If a Member’s orders are fulfilled by the Republic of Ireland Distribution Center, this is an agreement between the Member and Lifewave Europe Ltd., located at Raheen Industrial Estate, Athenry, Co. Galway, Ireland. For all other regions, this is an agreement between the Member and Lifewave Inc., located at 9775 Businesspark Avenue, San Diego, CA 92131, USA.
- 13.2 Shipping Location Governance:** The laws of the Republic of Ireland will govern the terms of this agreement if a Member’s orders are shipped from the Ireland Distribution Center. For orders filled from locations other than the Ireland Distribution Center, the laws of the State of California, USA will govern the terms of this agreement.
- 13.3 Enforceability:** Should any provision of LifeWave’s Policies be determined to be void, invalid, or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which will remain in full force and effect.

## SECTION 14: DISPUTES (US Only)

ANY CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THESE POLICIES & PROCEDURES, THE COMPENSATION PLAN, OR THE BREACH THEREOF, SHALL BE SETTLED BY CONFIDENTIAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF A MEMBER FILES A CLAIM OR COUNTERCLAIM AGAINST LIFEWAVE OR ITS OWNERS, DIRECTORS, OFFICERS OR EMPLOYEES, THE MEMBER MAY ONLY DO SO ON AN INDIVIDUAL BASIS AND NOT WITH ANY OTHER INDIVIDUAL OR AS PART OF A CLASS ACTION. MEMBERS WAIVE ALL RIGHTS TO TRIAL BY JURY OR TO ANY COURT.

All arbitration proceedings shall be held in San Diego County, California unless the laws of the jurisdiction where the Member resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that jurisdiction. At least one arbitrator shall be an attorney at law experienced in network marketing. Neither the parties nor the arbitrator(s) may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered

by the arbitrator(s) may be entered in any court having jurisdiction. Each party to the arbitration shall be responsible for its costs and expenses, including legal and filing fees; provided, however, that the arbitrator will have the discretion to award legal fees and other costs to the prevailing party. The decision of the arbitrator shall be final and binding on the parties. This agreement to arbitrate shall survive any termination or expiration of the Member's relationship with LifeWave.

Nothing in the arbitration provision prohibits either party from obtaining a temporary injunction, preliminary injunction, permanent injunction, or other equitable relief available to safeguard and protect the party's interests prior to, during, or following the filing of any arbitration or other proceeding, or pending the rendition of a decision or award in connection with the arbitration or other proceeding. The arbitrator(s) will have the authority to continue injunctive relief and to enter a permanent order granting such relief.

In addition, nothing in the arbitration provision shall prevent LifeWave from filing a lawsuit to identify unknown persons, including, but not limited to, unidentified Members, who may be selling LifeWave products on the Internet, cybersquatting, registering or attempting to register, or using LifeWave trademarks or confusingly similar domain names, or producing, modifying or repackaging LifeWave merchandise without authorization. Once a person is determined to be a Member, LifeWave may take further action against such persons. The filing of a lawsuit and taking any action in that lawsuit to identify unknown persons shall not be a waiver of any right or obligation outlined in the arbitration provision.

In the event that a dispute or claim arising out of, or relating to this Agreement, is not subject to arbitration as set forth above, the laws of the state of California shall govern, and the parties agree that proper jurisdiction and venue shall be in the state and federal courts located in San Diego, California. In the event of a dispute for jurisdictional purposes, persons residing in Louisiana shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Louisiana and the governing law shall be Louisiana law. If the laws of the Member's place of residence impose any requirement that is different from or in addition to those outlined in these Policies, then these Policies shall be deemed amended in conformance with those laws as to that jurisdiction only.

