



## **Hyten Global™ Policies and Procedures – USA**

The Hyten Global™ (“Program”) is operated by Hyten Global™, LLC, a Utah Limited Liability Company (“Company”). Program members (“Distributor”) will be rewarded with Hyten Rewards™ (“Reward Points™”) and other compensation (see the complete Hyten Global Rewards Plan for details), which can be used as partial or complete payment toward purchasing Hyten Travel subject to these Policies and Procedures (“Agreement”).

**This document must be read in its entirety.**

*Submission of the Distributor Agreement and acceptance of any payment or rewards constitutes acknowledgement on the part of the Distributor that it has read and agrees to abide by these Policies and Procedures.*

I AGREE THAT I WILL BE CHARGED, USING THE FORM OF PAYMENT PROVIDED TO THE COMPANY, THE APPLICABLE MONTHLY PV ORDER UNTIL SUCH TIME THAT THIS AGREEMENT IS TERMINATED PER THE HYTEN GLOBAL POLICIES AND PROCEDURES

These Policies and Procedures, the Rewards Plan describing the rewards structure, and the Distributor Agreement (Application) (collectively, “the Contract”), constitute the complete agreement between a Distributor and the Company. Failure to comply with the provisions of any of these documents may result in the termination of the Membership, the loss of the Distributor’s rights to receive commissions (rewards relating to the Rewards Plan) or exercise of other remedies as outlined in the Contract. The Company reserves the unilateral right to modify any of these documents, and will publish notice of any change before that change is made effective.

*It is the responsibility of the Distributor to regularly review these Policies and Procedures as posted on [www.office.hytenglobal.com](http://www.office.hytenglobal.com) and to operate in compliance with the Contract. A hard copy can be provided at the request of the Distributor.*

### **1. Becoming a Distributor**

A. An individual may enroll as a Distributor by submitting to the Company a completed Customer Agreement form and by paying the annual Distributor fee as displayed on the enrollment application. (for all purposes, these Policies and Procedures may use the term “Distributor” to include “Customers” and “Distributors”). Distributor Agreements may be submitted via the Company website, facsimile, mail or personal delivery. If payment is sent via

wire transfer, the Distributor agrees to include and pay for all associated wire transfer fees (currently: \$15-\$30 USD depending on your bank).

The Company reserves the right, in its sole discretion, to refuse to accept any Distributor Agreement or reinstatement of a Distributor.

B. All additional purchases are optional. A Distributor is responsible to disclose this information to all potential Customers they introduce into the Company business opportunity. A Distributor agrees that any and all purchases made by Distributor from Company have been sold or used by Distributor before Distributor places another order. Distributor also agrees that Distributor will not use, for Distributor's personal use, more than one-third (1/3) of all purchases made by Distributor. Distributor understands and agrees that Distributor is primarily purchasing goods from Company in order to resale such goods. A Distributor continues to be in good standing so long as all fees and other obligations are kept current.

C. The applicant is deemed a Distributor on the date the Distributor Agreement is accepted by the Company, in its sole and absolute discretion. It is recommended to those who apply on the internet to submit to the company a signed copy of the Distributor Agreement for the protection of the Distributor. Applicants applying via telephone must submit a signed copy of the agreement to the Company within thirty (30) days. Upon acceptance by the Company of the applicant's Distributor Agreement, the Distributor is bound by the Contract.

D. Distributor Legal Entity:

1. When the applicant is a legal entity, the Distributor Agreement must be signed by someone authorized to sign on behalf of the legal entity and must include the name of the legal entity. In addition to the Distributor Agreement, such applicant must submit to the Company a "Legal Entity Form" that includes a Federal Tax Identification Number.

2. With each Legal Entity form submitted, the signature and tax identification number (e.g., Social Security number) of each person having a beneficial interest in the Legal Entity must appear on the form. Principals, officers and members of the board of directors of non-profit organizations are considered to have beneficial interest and are required to be listed on the Legal Entity form. Legal Entities must follow the same enrollment procedures as other applicants, including submitting all necessary documentation by fax, mail or personal delivery. A Legal Entity must submit a copy of the Articles of Organization, Articles of Incorporation, Certificate of Good Standing or any other similar business document.

E. A Distributor who wishes to change its status from that of an individual to a Legal Entity under the same sponsor may do so at any time, subject to applicable law, and upon completion and submission to the Company a Legal Entity form and payment of any applicable fee related thereto.

F. A Distributor may not convey, sell, assign, or otherwise transfer any right or position conveyed by the Distributor Agreement to any person or entity without the express, prior written consent of the Company, which consent will not be unreasonably withheld. A request to sell must be submitted to the Company in writing. To transfer a Distributor, the Distributor must be active and in good standing with the Company. The purchaser must fulfill all qualifications of a Distributor and must pay the membership fee. The buyer or seller must pay a transfer fee of \$50.00 USD for a Distributor Membership. An existing Distributor may not purchase or partner in another Distributor account if such existing Distributor already participates in two independent accounts (an individual and business account). A transferred Distributor will maintain the current identification number and will also maintain the applicable downline organization and the position in the organization held before the approved transfer. A Distributor may delegate its responsibilities but is ultimately responsible for ensuring compliance with the Contract and applicable laws and regulations. A Distributor who transfers its Distributor Membership will not be eligible to re-apply to become a Distributor for a period of no less than six (6) months after the Company has approved the transfer. Standard Membership is not transferrable.

Dissolution of a jointly held Distributor Account must occur in a way that does not disturb the income or interests of the upline and Downline organizations of the Distributors involved. When dissolving a jointly held Membership, Distributors should be aware of the following: After a jointly-held membership is dissolved, any one of the joint owners may operate the Membership, but the other joint owners must relinquish their rights to, and interests in, the Membership. Such relinquishment must be submitted in writing (letter or email) from the acting joint owner. The Company will not divide nor reassign any of the Downline organization of the jointly held Membership. The Company will not split Commissions between joint owners.

Should one Distributor marry another Distributor they may elect to maintain separate Memberships.

In the case of a Distributor's death, Distributor rights will be transferred to the legal successor in accordance with applicable laws. It is the responsibility of the successors to notify the Company in a timely manner of the death by writing to the Company by the executor of the estate or next of kin. A certified court order and death certificate must be submitted to the Company for the Membership to be transferred to the legal successor. Successors in interest must comply with current program requirements and are subject to these Policies and Procedures. If the legal successor wishes to terminate the account, a written, signed statement of request to terminate must be submitted along with appropriate legal proof of demise.

To affect a transfer of a Distributor due to incapacitation of a Distributor, the successor must provide the following: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation

establishing the trustee's right to administer the Company business; and (3) a completed Distributor Agreement executed by the trustee.

G. Under no circumstances will a new Distributor Account be inserted in the organization tree above existing Active Distributors. Additionally, nor will the Company allow an existing membership to be moved above another existing membership once the position has been permanently placed. The Company does not allow insertions.

### **1a. Distributor Agreement and Restrictions**

A. A Distributor must comply completely with all terms and conditions and policies and procedures of the Contract.

B. A Distributor must be eighteen (18) years or older at the time of enrollment. However, certain travel arrangements (i.e. car rental, cruises, and some hotels) may require someone of an age of twenty-one (21) years or older to make reservations.

C. A Distributor Agreement that is incomplete or incorrect in any respect may be considered invalid.

D. A Distributor is prohibited from submitting any false or inaccurate information to the Company. Enrolling any individual as a Distributor without the individual's knowledge and consent is prohibited. The Company reserves the right to immediately terminate a Distributor or declare the Distributor void from its inception, if the Company determines that false or inaccurate information was provided.

E. A Distributor must submit a Distributor Agreement in Distributor's country of residence. Upon request of the Company, a Distributor may be required to provide proof of residency and proof of ability to legally conduct business in the country that corresponds with the Distributor Agreement.

F. A Distributor must inform the Company of any changes affecting the accuracy of the Distributor Agreement or the Legal Entity form. Changes must be submitted on a new Distributor Agreement and/or Legal Entity Form with "Amended" marked at the top. The Company reserves the right to charge a fee to change a Distributor identification number. Changes to address, telephone number, addition of person(s), or the correction of clerical error(s) will not be assessed a charge.

G. A Distributor identification number will be issued upon the Company's acceptance of the Distributor Agreement. Federal Tax Identification Numbers must be provided to the Company for tax and identification purposes. All personal information will be kept confidential under the Company's privacy policy.

H. The actions of any one member of the Distributor Account will be attributed to all members of the Distributor Account.

I. **Ownership in more than one (1) account.** A Distributor may have one (1) personal account and a beneficial interest in one (1) account that is considered a business entity as described in Section 1. D of this document. A beneficial interest includes, but is not limited to, any ownership interest directly or indirectly in a Distributor Account as a shareholder, partner, trustee, beneficiary, or principal; any control or ability to control a Distributor Account; any direct or indirect receipt of income derived from a Distributor Account; familial support derived from a Distributor Account and any other similar interests pertaining to a Distributor Account. If a Distributor has more than one account, then both accounts must be in the same line of sponsorship. A spouse may have an ownership interest in a Distributor Account, separate from the other spouse so long as they are not cross-line to one another.

1. Any person who should be listed on the Legal Entity form of a Legal Entity is considered to have a beneficial interest in the Distributor Account existing in the name of that Corporate Entity. If a participant of the Legal Entity wishes to become a Distributor, the person must be added to the Distributor Account previously formed with that Legal Entity.

2. A Legal Entity is considered to have a beneficial interest in the Distributor Account existing in the name of any person listed on its Legal Entity form. To become a Distributor, the Legal Entity must be added to the Distributor Agreement previously formed with that listed person.

J. Any person who has engaged in Distributor Activity may not at any time acquire an interest in or merge with a pre-existing Distributor Account.

K. If a Distributor chooses to downgrade to a basic Customer account, then that account will no longer be charged any monthly PV order and will have access to the Basic Travel or Basic Travel Plus Account. All accrued Rewards Points will be carried over.

L. A Distributor is required to consume or sell 70% of previously purchased product before placing a new order.

M. At least 1/3 of the Distributors product purchases must be for personal use or consumption.

### **1b. Distributor Status as an Independent Contractor**

A. A Distributor is an independent contractor. A Distributor is not an agent, employee, partner, or joint venture with the Company and is prohibited from representing itself as such. A Distributor has no authority to bind the Company to any obligation. The Company does not dictate Member hours, expenditures, or plans, etc. No printed or verbal representations may be made stating or implying otherwise. A

Distributor may establish its own selling or marketing methods as long as they abide by all Company Policies. A Distributor is responsible for its own business decisions and expenditures.

B. A Distributor is responsible for paying its own self-employment taxes, federal income taxes and other taxes as required by law. A Distributor is personally responsible for compliance with all federal, state, and local laws and regulations.

1. A Distributor must represent the Company products, services, and opportunity ethically and professionally. No representation or sales offer may be made relating to products and services which are not accurate and truthful as to price, grade, quality, performance, and availability.
2. No misstatement or misrepresentation of any kind may be made by the Member.

C. A Distributor may not rely upon the Company or any of its divisions to provide legal, financial, or other professional advice.

D. A Distributor may not claim to have a unique relationship with, advantage with, or access to Company executives or employees that all other Distributor do not have.

### **1c. Reinstatement and Termination**

A. A Distributor may terminate at any time and for any reason by submitting a written notice to the Company of intent to terminate. The written notice must be signed by all participants of the Membership. Termination becomes effective as of the date the notice is received by the Company. Certain obligations regarding confidentiality of information, and otherwise as specified, survive the termination of the Contract. Certain Distributor arrangements are subject to a liquidated damages agreement wherein cancellation requires payment of all contractual amounts of the agreement.

B. A Distributor who chooses to terminate its Distributor Account, is eligible to reapply to be a Distributor six (6) months after the date of termination. During this six (6) month period, the former Distributor is not permitted to participate in any Distributor activity or in the building or development of a Downline organization. The six (6) month waiting period will begin after the Company receives a termination notice in writing from the terminating Distributor.

1. Anyone with a beneficial interest in the terminating Distributor Account will be subject to the same six (6) month restriction that applies to a terminating Distributor.
2. The terminated Distributor, upon re-application for Distributor status, will be considered as if it had never been a Distributor, will be required to follow standard application procedures, including payment of the initial membership fee. Prior rights to commissions, rank, title, downline organization, or position in any former line of Sponsorship will not be retained.

3. If the Company determines that out of disagreement with an upline, a downline Distributor has voluntarily quit and within the six (6) month period has created a new Distributor Account of any form, that new account will be immediately terminated and the timeline of the original account will still be enforced.
  4. If the account does not have any sponsored downline and has been inactive for a period of six (6) months, then that period will be considered as the waiting period and the six (6) month waiting period to terminate and re-enroll will be waived. The enrollment fee will still apply for the new membership.
- C. A Distributor may not encourage, entice, or otherwise assist another Distributor to transfer to a different sponsor or placement sponsor. This includes, but is not limited to, offering financial or other tangible incentives for another Distributor to terminate an existing account or go inactive and then enroll again under a different Sponsor. The Company may impose penalties on any Distributor that solicits or entices an existing Distributor to change lines of Sponsorship.

#### **1d. Enrollment and Sponsoring**

- A. All active Distributors in good standing, as determined by the Company, have the right to enroll and sponsor other individuals into the Company Business Opportunity. Upon acceptance by the Company, the applicant is placed in the Downline organization of the Sponsor listed on the Distributor Agreement.
- B. The Sponsor listed on the Distributor Agreement will receive rewards for the participation of the new Distributor, as outlined in the Rewards Plan. The Sponsor has the right to place the Distributor in a position other than directly beneath itself within the same Downline organization. The new Distributor has the ultimate right to choose its Sponsor. In the event two Distributor's claim sponsoring rights of the same Distributor, the Company will not mediate such disputes and shall regard the first completed Distributor Agreement received by the Company as controlling.
- C. Once an applicant has submitted a Distributor Agreement, other Distributors shall not attempt to convince the applicant to change Sponsor and/or Placement to another Downline organization. All requests for modification of Distributor status, including a change of Sponsor or Enroller, should be submitted in writing to the Company. Such requests will be considered on a case by case basis. In no event, will the Company agree to changes involving a Distributor who has achieved the rank of Gold or above, or who desires to move cross-line to the existing position.

When sharing the Company Opportunity with prospects, Distributors are required to present the program in its entirety, without omission, distortion or misrepresentation. Any additional offers or agreements made by a Distributor about the Company Opportunity are prohibited and may result in termination of the Distributor.

- E. To be a successful leader of the Distributors in its Downline organization, a Sponsor should:

1. give regular training, sales and business development support, guidance, and encouragement to the Downline organization. A Sponsor is encouraged to maintain an ongoing, positive, professional association with other Distributor and provide ongoing customer service to each Customer the Sponsor refers to the program;
2. exercise its best efforts to ensure that all Distributors in its Downline organization properly understand and comply with the terms and conditions of the Contract and applicable national and local laws, ordinances, and regulations;
3. provide training to ensure that opportunity meetings conducted by its Downline organization are conducted in accordance with the Contract, and in accordance with any applicable laws, ordinances and regulations;
4. intervene in any disputes arising between any Distributors in its Downline organization and attempt to resolve the dispute promptly and amicably.

F. As Distributors progress through the various levels of leadership, they will become more experienced in sales techniques and understanding of the Company Opportunity. Experienced Distributors are expected to share this knowledge with lesser experienced Distributors.

## **2. Receiving Reward Points™ for Enrolling in a Hyten Global™ Programs**

A. Distributors will receive Reward Points when they enroll in, and make payment for, any of the full-price membership programs during the initial program period (for greater detail, please see the Hyten Global Rewards Plan).

## **3. Earning Reward Points™ for Monthly Fees**

B. After enrollment in the program, Distributors will earn one (1) Reward Point™ for every (1) CV Point. No Reward Points will be earned for any month in which the monthly fee is not paid in full for any reason, including eligibility for, and participation in, Hyten Global promotions and discounts. However, the Company may, from time to time, offer special promotional pricing, at which time Company may award points for monthly fees paid commensurate with the promotional pricing.

C. If a Distributor has a monthly fee refunded or a chargeback occurs for any reason, the Company has the right to reduce the corresponding amount of Reward Points™ from the Distributor's account.

## **4. Special Offers and Initiatives**

From time to time, the Company will offer Distributors the opportunity to accrue extra Reward Points™ in connection with offers and marketing initiatives. Such offers, including those listed in this section, will be subject to this Agreement and may be terminated by the Company at any time without notice.



## **5. Reward Points™ Maturity**

Reward Points awarded are immediately vested and available towards travel booking or product purchases.

## **6. Using Reward Points™**

- A. Reward Points™ can be used to book travel and purchase product
- B. Distributors must be active and in good standing with their Hyten Global™ Program in order to use Reward Points™

## **7. Expiration of Reward Points™**

All Reward Points expire 24 months after date of inactivity of account.

## **8. Specific Rules for Reward Points™**

- A. Reward Points™ are awarded to a membership ID and not to individuals.
- B. Reward Points may not be transferred, sold or gifted, except for Distributors with a Diamond or above, may gift Reward points to other Distributors within their own downline.
- C. Reward Points accrued in any Program account do not constitute property of the Distributor and are not transferable by operation of law or otherwise to any person or entity and cannot be transferred to any other account. Reward Points are subject to the same usage rules as the membership (e.g., a spouse of a Distributor entitled to use the membership can use the Reward Points™, even if the Distributor is not traveling).
- D. Except where required by law or provided for in the Agreement, Reward Points™ have no cash value and cannot be redeemed for cash.
- E. All Reward Points™ will expire immediately if the Company or the Distributor terminates their Hyten Global™ Program membership or their membership becomes eligible to be terminated for any reason, such as non-payment of monthly fees. If their membership is eligible to be terminated but is not terminated and the Distributors requests reinstatement of their account, the Reward Points earned monthly up to the date of termination or eligibility to be terminated may, at the discretion of the Company, be reinstated.

## **9. Hyten Global™ Travel**

- A. Hyten Global™ travel is procured by multiple wholesale suppliers. If the supplier cancels travel, Reward Points™ used to book the travel will be refunded to the member's account.
- B. If a Distributor cancels travel, any refund of money or Reward Points™ shall be subject to supplier/vendor booking terms for the travel booked. Each type of travel reservation has different terms relating to cancellation. 7-Day Getaway reservations cannot be cancelled, once made. See the published policies provided on the Hyten Global™ booking engine.

- C. All refunds for cancellations will be made in the same currency (real or virtual) as used to make the original booking. Where a refund is made of part of the price of the Travel and payment is made partially in Reward Points™ and partially in other currencies, the refund will be made in the same currencies and reduced proportionately to the amount of the refund.
- D. Cancellation Policy for a Jetsetter: If a member cancels 90 days or more before trip, Member will receive a refund less a fee of 50.00 USD. If Distributor cancels between 60 and 90 days before travel member will receive a refund less a fee of 100.00 USD. No refund will be given 45 days before the scheduled travel. All fees are on a per-person basis. If the trip includes a hotel or room accommodation that is non-refundable, then the refund will deduct the full amount of the accommodation.
- E. JetSetter Name Change Policy: If a member changes the name on the travel booking 31 days or more before the start date of the scheduled travel, member will be charged a fee of 50.00 USD per name change. Name changes are not permitted within 30 days of the start date of scheduled travel.
- F. If a member upgrades on a previously booked Vacation Package, H.O.P.E. Trip, or JetSetter Trip member will not be allowed to use more than the given Reward Point™ amount.
- G. Upgrades are only available based on availability with the provider. No downgrades will be permitted before travel or after payment is accepted. All rates may be subject to change at any time, based on availability.
- H. Indemnification and Hold Harmless. Distributor agrees to indemnify and hold harmless Company of and from any and all claims, injuries, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, to the extent caused by or arising out of or relating to the activities (including travel and related activities and events) of Distributor. In no event shall the maximum liability hereunder exceed the amount paid by Customer or Distributor under this contract.

## **10. Advertising and Promotion**

- A. Distributors shall not repackage, alter or re-label any product or any written or electronic promotional material.
- B. All Distributor printed material or other promotional materials must include the title "Customer" or "Distributor" in a prominent fashion, to avoid any confusion with Company materials. Such identification must accompany any business title. When wishing to utilize a Company logo, Distributors must use the designated Distributor logo, made available by the Company for Distributor.
- C. Distributors may not use the Company's trademarks, or any confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake, or deception as to the source of the products or services advertised.
1. A Distributor may not use the Company's trademarks or any confusingly similar variation of its trademarks in a business name, e-mail address, internet domain name or sub-domain name, telephone number, or in any other address or title, except in the sub-domain of the replicated websites provided by the Company, without prior approval from the Company. This

provision also includes the body of a website or other promotional material. The name of the Company and other names as may be adopted by the Company are proprietary trade names and trademarks of the Company. As such, these marks are of great value to the Company and are supplied to associates for associate's use only in an expressly authorized manner. Distributor agrees not to advertise the Company product in any way other than the advertising or promotional materials made available to Distributor by the Company. Distributor agrees not to use any written, printed, recorded or any other material in advertising, promoting or describing the product or the Company marketing program, or in any other manner, any material which has not been copyrighted and supplied by the Company, unless such material has been submitted to the Company and approved in writing by the Company before being disseminated, published or displayed. These provisions survive the termination of the Contract.

2. Distributors may not use the Company's trademarks on non-approved Sales Tools. No Distributor, below 300,000 monthly sales volume may promote and offer for sale promotional items or sales tools generally or specifically to other Distributors. The Company may waive this limitation, at its sole discretion. Such waiver must be in writing.

D. The Company maintains an official corporate website and makes available a replicated website for all Distributors. Those websites link directly to the corporate website and facilitate the enrollment of other Distributors. These replicating websites provide sufficient information and technology to sell Company products and Distributors are prohibited from using other websites to sell Company products.

E. A Distributor may not advertise, publish, use or promote any travel pricing obtained from the Company website (including screenshots), or the replicated website in any manner.

F. The Company privacy policy applies to all websites and, in accordance, all personal information gathered from the website must be protected from being sold or used by any other party.

G. A Distributor may advertise by means of newspaper advertisements, phone book listings or e-mail advertisements. All such advertisements must include "Customer" or "Distributor" in such a manner that the advertisement is made by the Distributor. *No travel pricing obtained through Distributor Account can be used in advertising of any form.* All advertisements sent via e-mail, telephone, or facsimile must comply with all anti-spamming and no-contact laws for the state, province, territory or country where the intended recipient resides. The Distributor is under obligation to research and comply with all laws concerning unsolicited commercial e-mail. Under United States law, it is unlawful "to use any telephone, facsimile machine, computer, or other device to send an unsolicited advertisement. Electronic mail advertisement means any e-mail message, the principal purpose of which is to promote, directly or indirectly, the sale or other distribution of goods or services to the recipient." (CAN-SPAM Act of 2003.)

H. The Company's literature and media are copyrighted by the Company and may not be duplicated without written consent.

I. The Distributor is responsible for any verbal and written statements made regarding the Company that are not expressly contained in writing in the current

Distributor Agreement, or advertising or promotional materials supplied directly by the Company. The Distributor must indemnify and hold the Company harmless from any and all liability including judgments, civil penalties, fines, refunds, attorney fees, court costs or lost business that may incur as a result of any unauthorized representation made.

J. A Distributor may not offer or promote any non-Company plans, products, incentives, opportunities, or non-approved sales tools in conjunction and simultaneous with the promotion of Company products or opportunities.

K. At Company-sponsored events, Distributor may not sell or promote non-Company products or services, or use any form of promotion deemed inappropriate by the Company, at the sole discretion of the Company. Company products may be sold at tradeshow events as long as the product is not sold or displayed with other non-Company products.

L. A Distributor may not use a celebrity endorsement without written approval from the Company and the specific, prior, written approval of the endorsing celebrity for each use of the celebrity's name.

M. All media inquiries must be immediately referred to the Company. Any Distributor that violates this rule is subject to immediate termination.

N. All Distributors sharing a testimonial or life experience relating to the product or Company must confirm that the experience is true and accurate to the best of their personal knowledge.

O. Distributors are prohibited from making any claims regarding income derived from Distributor Accounts.

P. Distributor may not sell Hyten™ products or promote the business opportunity in countries or territories that have not been officially opened by Hyten™. Any violation of this rule constitutes a material breach of this agreement and is grounds for immediate termination of the Distributor Account.

Q. Distributor understand that the projected reward payout figures depicted in the Hyten™ Rewards Plan document are intended to explain the components and operation of the Hyten™ Rewards Plan. They are not intended to be representative of the income, if any, that a Hyten™ Distributor can or will earn through his/her/its participation in the Hyten™ Distributor opportunity. These figures should not be considered as guarantees or projections of your actual earnings or profits. Any representation or guarantee of earnings, whether made by Hyten™ or another Distributor, would be misleading. Success with Hyten™ results only from the Distributors individual successful sales efforts, which require hard work, developed skills, diligence, and leadership. The Distributor's success will depend upon how effectively the Distributor exercises these qualities.

R. Customer and Distributor lists and names are owned by Hyten™ and may never be used for any commercial purpose without prior written consent of Hyten™. During the term of this Agreement, Customer/ Distributor shall not engage in selling or promoting travel or travel related products for other companies. Customer/Distributor shall not, directly or indirectly, solicit or try to recruit other Hyten™ Customers/Distributors into any other network marketing opportunities or companies, using the contacts obtained from affiliation or membership with Hyten™.

## **11. Tracking Reward Points™**

A. Reward Points™ are tracked in a Reward Points™ account as they accrue and Distributors will have access to an online view of their account status and Reward Points™ totals.

B. Distributors are responsible for ensuring that their Reward Points™ are properly credited. If a Distributor believes that Reward Points have been earned but not properly credited, the Distributor may be required to submit documentation or other proof satisfactory to the Company. Any claim for uncredited Reward Points must be received by the Company within 90 days after the Reward Points™ were earned.

## **12. Participation**

A. The Company reserves the right at any time to limit Program enrollment.

B. The Company may discontinue a Distributor's membership in the Program and void or cancel the Distributor's entire Reward Points™ in the Distributor's account are issued, received or redeemed through fraud or theft, or otherwise illegally, or not as authorized in the Agreement; or (ii) if the Distributor cancels their Hyten™ Program Account.

## **13. Limitation of Liability**

NEITHER THE COMPANY, NOR ITS AFFILIATES, PARTNERS OR THE COMPANY'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, TRAVEL CANCELLATION, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF OR DAMAGE TO REVENUE, PROFITS, SAVINGS, GOODWILL OR DATA) (COLLECTIVELY, "LOSSES AND DAMAGES"), DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO (I) THESE TERMS OF AGREEMENT; (II) THE PROGRAM; (III) ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING THE PROGRAM; (IV) ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (V) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT THE PROGRAM; OR (VI) THE PURCHASE, REDEMPTION FOR OR USE OF ANY REWARD POINTS OR REWARD POINTS. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE COMPANY OR ITS AFFILIATES OR REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES AND DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

## **14. No Warranty**

THE PROGRAM AND REWARD POINTS™ ARE PROVIDED "AS- IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PROGRAM AND THE REWARD POINTS OR REWARD POINTS.

### **15. The Program May Be Suspended, Changed or Terminated**

- A. The Company reserves the right, at its sole discretion, to suspend, change or terminate the Program, in whole or in part; to modify, limit or suspend the use of or redemption of Reward Points™ in any respect; to modify or change redemption procedures; to modify, limit or suspend the collection of Reward Points™. The Company may make these changes even though the changes may affect the value of Reward Points™ already accumulated at any time and from time to time.
- B. Should the Company elect to terminate the Program, all Reward Points™ that have accrued up to the date the Program is terminated will remain valid and will mature as scheduled for twelve (12) months following the date the Program is terminated.
- C. Distributors should not rely upon the continued availability of the Program, or any earning or redemption offers, or other offers made in connection with the Program. All offers are available while supplies last and are subject to change and/or revocation without notice.

### **16. Disciplinary Proceedings**

- A. A Distributor's rights relational to the Contract are dependent on the Distributor's compliance and continued performance in accordance with the terms of this Contract. Violation of any term of the Contract will result in the withdrawal of the Distributor's rights. The Company reserves the right to determine when a policy violation has occurred and to discipline, terminate or exercise any other disciplinary action as deemed appropriate. In the event of a violation, the Company may take one or more of the following corrective measures:
  - 1. monitor the Distributor's activities for a specific period of time to ensure compliance with all Policies;
  - 2. issue a written notification of the violation and of the Company's intent to discontinue rights and proceed with further disciplinary action;
  - 3. request that the Distributor's take immediate corrective measures and offer additional assurances that the Distributor's will remain in compliance;
  - 4. deny privileges to the Distributor that would otherwise be granted such as participation and/or promotion in the Rewards Plan, the ability to Enroll or Sponsor other Distributors, the ordering of products and services, and the participation in Company sponsored events;

5. exact a fine with the amount at the discretion of the Company dependent on the severity of the breach of Contract;
  6. adjustment of the Distributor status or the reassignment of part of all the Downline organization;
  7. Termination of the Distributor. Upon termination, the Distributor must immediately cease to represent itself as a Distributor of the Company.
- B. While an alleged violation is being investigated, the Company reserves the right to suspend the rights of the Distributor which may include withholding commissions and bonuses, and limiting Sponsorship rights. The Company may request additional information from the Distributor in relation to the alleged violation. The Company will then decide based on the information available and presented.
- C. The Company will evaluate each violation on a case-by-case basis and will make an appropriate decision based on all information available. Disciplinary actions may not be the same for similar violations. The Company will promptly notify the Distributor of its decision. The Distributor reserves the right to appeal the decision.
- D. A Distributor terminated per Company decision must wait six (6) months prior to submitting a formal written appeal to reapply for a Distributor Account.
- E. The Company may attribute to the Distributor the non-compliant activity of any participant in the Distributor Account, including all those listed on the Legal Entity form and all remedies will be applied to all members of the Distributor Account.
- F. Reports of policy violations must be brought to the attention of the Company within ninety (90) days of the initiation of the alleged policy violation. Policy violations reported after that time period will not be reviewed so as not to disrupt the ongoing business activities of Distributors. All reports of policy violations must be submitted to the Company in writing. The Company will not report the results of investigations and/or of actions taken to complaining parties.

## **17. General**

- A. Company's failure to enforce a particular term or requirement does not constitute a waiver of that term or requirement by the Company.
- B. All questions or disputes regarding eligibility for the Program or the eligibility of Reward Points™ will be resolved by the Company at its sole discretion.
- C. Company reserves the right to audit any and all accounts at any time and without notice to the Distributor to ensure compliance with this Agreement. In the event that an audit reveals discrepancies or violations, the processing of Reward Points™ may be delayed until the discrepancies or violations are resolved satisfactorily to the Company. Pending such resolution, Distributors may be prohibited from redeeming Reward Points as determined at the Company's sole discretion.
- D. From time to time, the Company may offer special benefits to those Distributors who achieve certain milestones within the Program, such special benefits determined and provided at the sole discretion of the Company.
- E. The determination of tax liability arising out of the accrual or conversion of Reward Points™ shall be the sole responsibility of Distributor. Distributors should consult their tax advisor with any questions.

F. By participating in the Program, you agree that the laws of the State of Utah, without regard to its conflict of laws rules, will govern these Terms of Agreement, as well as your and our observance of them.

G. As a condition of participating in this Program, you agree that (1) any and all disputes, claims and causes of action arising out of or connected with this Program, or any Reward Points™ obtained through the Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in Salt Lake City, Utah; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to seek recovery for, and you hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waive any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of the Agreement, or the rights and obligations of you and Company in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Utah, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah.

H. The party who makes the travel reservation must also be a member of the party travelling, as part of the reservation. No travel reservations may be made on behalf of other individuals unless the reserving party is travelling as part of the group which includes those other individuals.

## **18. Code of Ethics.**

A. Company is values-based and strives to encourage the quality and character of Distributors. The following code of ethics helps ensure a uniform standard of excellence throughout Company's organization. Distributor agrees to practice the following ethical behaviors when operating its Distributor Account. Each behavioral part of the Code of Ethics is material to the Agreement.

1. Distributor will actively work to establish and maintain a retail customer base.
2. Distributor will be respectful of every person Distributor meets while operating Distributor's Account.
3. At all times the Distributor will conduct itself and its business in an ethical, moral, legal, and financially sound manner.
4. Distributor shall comply with all country, federal, state and municipal laws relating to its business and shall not engage in any unlawful or illegal trade practices or business activity.
5. Distributor must conduct all activity in the best interests of the Company. Any personal disputes between Distributor's must be resolved quickly and in the best interests of the Company.



6. Distributor will not engage in activities that may bring disrepute, or which are disparaging, to Company, any Company corporate officer or employee, Distributor, or another Distributor.
7. Distributor will not make discouraging or disparaging claims toward other Company Distributor's. Distributor will ensure that in all Company business dealings Distributor will refrain from engaging in negative language, disparaging statements and/or defamatory statements.
8. Distributor will be truthful in Distributor's representation of Company Products and make no claims regarding the benefits of Company Products that violate the law, or these Policies and Procedures.
9. Distributor will provide support and encouragement to Distributor's Customers and Downline to ensure that their experience with Company is a successful one and will clearly state all terms of sale.
10. Distributor will offer to provide follow-up service and support to its Downline as is reasonably necessary to assist them in building a retail customer base and a Downline organization.
11. Distributor will correctly represent the Rewards Plan and the income potential represented therein. Distributor understands that Distributor may not use its own income as an indication of others' potential success, or use compensation earnings as marketing materials. Distributor understands that Distributor may only disclose its income to recruit a potential Distributor (s) after Distributor has given a copy of any currently published Company Income Disclosure Statement to the potential Distributor (s).
12. Distributor shall make personal or telephone contact with potential applicants and Customers in a reasonable manner and during reasonable hours to avoid intrusiveness.
13. When making a sales presentation, Distributor shall discontinue it immediately upon the request of the recipient.
14. Distributor shall take appropriate steps to protect the private information of its Customers and Downline organization.
15. Distributor shall respect the lack of commercial experience of potential applicants and actual retail customers and Downline participants.
16. Distributor shall not abuse the trust of customers and Downline Distributor's, nor shall Distributor exploit their age, illness, lack of understanding or unfamiliarity with language.
17. Distributor will not engage in cross-line or cross-company recruiting.

## B. Unfair Competition.

1. *Non-solicitation during Agreement.* Distributor is free to participate in other non- travel direct selling, multilevel, or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, unless authorized in writing by an officer of Company, during the term of this Agreement, Distributor shall not directly or indirectly solicit, recruit, or attempt to solicit or recruit other Company Distributors, or Customers to any

other Network Marketing business, other than those Distributor has personally sponsored.

2. Due to the investment by the Company in building and promoting leadership, Distributors who have reached the rank of Pearl (16,000 TQV) in their placement tree in any one calendar month and above should be exclusive to the Company business opportunity. Distributors who have appeared in Company promotional material (print, audio, visual) must be exclusive to the Company while such promotional materials are in use by the Company. Any Distributor who is not exclusive to the Company is not eligible for special incentives, travel or other rewards. A Distributor who promotes publicly any other opportunity, not the Company, in direct sales, network marketing or multi-level marketing is not “exclusive” under the terms of this agreement.

3. Accordingly, if participating in another Network Marketing business, Distributor agrees that:

- a. Distributor shall not display any non-Company Products and Sales Aids with, or in the same location as Company Products or Sales Aides;
- b. Distributor shall not offer any non-Company program, opportunity, product, or service in conjunction with the Company opportunity or Products to prospective or existing Customers or Distributors;
- c. Distributor shall not offer any non-Company opportunity, products, or services at any Company-related meeting, seminar or convention, or within two hours and a five-mile (8 kilometers) radius of the Company event. If the Company meeting is held telephonically or on the internet, any non-Company meeting must be at least two hours before or after the Company meeting, and on a different conference telephone number or internet web address from the Company meeting.

*C. Non-solicitation after Termination or Expiry.* For a period of twelve (12) calendar months following termination or expiry of the Agreement or such period as may be legally enforceable, except for those Distributors which the Distributor personally sponsored, Distributor may not recruit any Distributor or Customer for another Network Marketing business. Distributor recognizes, understands and agrees that because network marketing is conducted through networks of independent contractors in many countries, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provisions herein would render it wholly ineffective. Therefore, Distributor and Company agree that this non-solicitation provision shall apply to all markets in which Company conducts business. This subsection shall survive termination or expiry of the Agreement.

*D. Trade Secrets.* Notwithstanding any other provision of this Agreement, Distributor shall never use Company trade secrets and confidential information, as further described herein, to solicit, recruit, or attempt to solicit or recruit, whether directly or indirectly, other Company Distributors or Customers to any other Network Marketing business.

E. *Sale of Competing Goods or Services.* While a Distributor, Distributor shall not sell, or attempt to sell, any programs, products, or services to Company Customers or Distributors that compete with Company Products. Any program, product, service, or Network Marketing opportunity in the same generic categories as Company is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

F. *Targeting other Direct Sellers.* Distributor agrees to refrain from systematically targeting distributors of another Network Marketing business to be a Distributor. If any lawsuit, arbitration, or mediation is brought against Distributor alleging that Distributor engaged in such prohibited activity, Distributor shall indemnify Company against all claims, actions, suits, and demands arising from or related to the systematic targeting.

G. *Disparagement.* Distributor shall not demean, discredit, defame, or make misleading comparisons with other companies, competitors of Company, Distributor organizations or systems, or Distributors in an attempt to promote Company Products, or to entice another Distributor to become part of Distributor's marketing organization, or to enroll in Company.

H. *Line Switching, Cross Sponsoring, Cross Recruiting and Enticement.* Distributor and Company agree that maintaining the integrity of the line of sponsorship in a Distributor Agreement organization is fundamental to Network Marketing. Accordingly, Distributor agrees to not engage in Line Switching, Cross-Sponsoring, Cross Recruiting, and Enticement. "Line Switching" means applying for and becoming a Distributor (a) when already a Distributor, (b) when holding a beneficial Interest in another Distributor Account and/or (c) when less than six (6) months have passed since having been a Distributor or having held a beneficial

Interest in another Distributor Account. "Cross Sponsoring" or "Cross Recruiting" means the enrollment of another Distributor (including a Distributor whose Agreement was terminated within the preceding six (6) months or has Sponsored or purchased Product in the preceding six (6) months) to a different line of sponsorship. "Enticement" means soliciting, encouraging, offering benefits, or in any way aiding another Distributor to Line Switch and/or Cross-Sponsor. Distributor shall not use financial enticements or other incentives to persuade a Distributor to change its, his or her line of sponsorship or business building system.

1. Distributor shall not use a spouse's or relative's name, trade names, assumed or fictitious names, legal entities, false government issued identification numbers, or fictitious Identification numbers to circumvent this policy.

2. Because Line Switching, Cross- Sponsoring, Cross Recruiting and Enticement can be so detrimental to Company and to the Distributors involved, Distributor has an affirmative obligation to notify Company as soon as is reasonably possible if Distributor knows of or has reasonable grounds to suspect another Distributor has breached these covenants.

3. Should Distributor breach these covenants, Company shall take any action deemed necessary to be consistent with this Agreement.

I. *Activity Reports*. Company desires to protect Distributor, other Distributors and Company from unfair competition. Company provides Distributor access and viewing of a Distributor back-office program and other business tools, which include Distributor information, including but not limited to all Distributors; organization lists; Downline organizations; names; addresses; email addresses; and telephone numbers contained in the Company database, in any form, including, but not limited to, hard copies, electronic or digital media (collectively the “Activity Reports”). Such data is Company’s confidential and proprietary property. Company has derived, compiled, configured, and currently maintains the Activity Reports through the expenditure of considerable time, effort, and monetary resources. Activity Reports, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of Company, which Distributor shall hold confidential. Distributor and Company agree that— but for this agreement of confidentiality and nondisclosure—Company would not provide Activity Reports to Distributor. Distributor’s right to disclose the Activity Reports and information contained therein and other Distributor information maintained by Company is expressly reserved by Company and may be denied at Company’s discretion.

1. *Purpose*. Activity Reports are made available to Distributor for the sole purpose of assisting Distributor in working with Distributor’s Downline organization in the development of Distributor’s Downline business within Company’s Rewards Plan. Distributor’s may use Distributor Activity Reports to assist, motivate, and train Distributor’s Downline organization.

2. *Limited Use*. Distributor’s access to any Activity Report is password protected. Activity Reports are provided to Distributor in strictest confidence. Such Activity Reports shall not be disclosed by Distributor to any third party or be used for purposes other than in the performance of Distributor’s obligations under the Agreement and for Company’s benefit without Company’s prior written consent. Any unauthorized use or disclosure of Activity Report constitutes misuse, misappropriation, and a violation of the Distributor Agreement and may cause irreparable harm to Company.

3. *No Improper Disclosure*. Distributor shall not, on Distributor’s own behalf, or on behalf of any other person:

- a. directly or indirectly disclose any information contained in any Activity Report to any third party;
- b. directly or indirectly disclose the password or other access code to the Activity Report;
- c. Use the information to compete with Company or for any purpose other than promoting Company business;
- d. Recruit or solicit any Distributor listed on any Activity Report or in any manner attempt to influence or induce any Distributor to alter its, his or her business relationship with Company.

4. *Return*. Upon Company’s demand and always upon termination of the Agreement, Distributor shall return to Company the original, and all copies of any Activity Reports and any confidential or trade secret information taken therefrom

(whether paper or electronic) that is in Distributor's possession or subject to Distributor control.

5. *Breach.* In the event Distributor breaches any of the covenants of this subsection on Activity Reports, Company may terminate Distributor's Account and Company may seek injunctive relief to prevent irreparable harm to Company or any Distributor. Company may also pursue all appropriate remedies under applicable law to protect Company's rights to Activity Reports; any failure to pursue such remedies will not constitute a waiver of those rights.

6. *No Warranty of Information.* All information provided by Company, including but not limited to personal and group sales volume (or any part thereof), and Downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors—including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card; and electronic check charge-backs—the information is not guaranteed by us or any persons creating or transmitting the information. To the extent allowed by law,

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COMPANY AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO DISTRIBUTOR OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES

THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BONUSES, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO DISTRIBUTOR OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

J. *Insurance.* Company does not extend coverage under any of its policies to Distributor's. If Distributor uses Distributor personal property (e.g., car or computer) or a home for business use, such property may not be covered for loss or damage and Distributor Releases Company from any claims arising from or related to the operation of Distributor Account.

K. *Reporting Policy Violations.* To assist Company in maintaining a level playing field for all Distributor's and to maintain the integrity and longevity of Company, Distributor agrees to report violations of the Policies and Procedures immediately to the Compliance department complete with all supporting evidence and pertinent information. The Compliance department can at times more effectively enforce the Policies and Procedures when disclosing the source of the allegations; however, the Compliance department will honor all requests for confidentiality. It is the policy of the Company to maintain confidentiality of all aspects of any reports or of any disciplinary proceeding, including the results of such proceedings.

L. *Release for use of Photo, Audio, or Video Image, and/or testimonial Endorsement.* Company may take photos, audio or video recordings, or written or verbal statements of Distributor at Company events. Distributor agrees to and hereby grants Company the absolute and irrevocable right and permission, to use, re-use, amend, edit, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/ or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of Company, or in any other name. Regardless of any other agreements or contracts Distributor may have with any other entity, Distributor agrees that any use by Company as set forth in this section shall be royalty free, is a work made for hire, and is not subject to any other claim. Distributor agrees to defend and indemnify Company against any claims by any other party arising out of Company's use of the rights granted herein. Distributor confirms that the information Distributor may give as a testimonial, endorsement, or as represented in a photograph, video or audio is true and accurate to the best of Distributor's knowledge.

Distributor waives any right Distributor may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be made of it.

M. Distributor is responsible for its own actions, including all statements both written and verbal, in relation to the Company and the Distributor. The Distributor agrees to indemnify and hold the Company harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs and other business loss incurred by the Company as a result of the Distributor's non-compliance with policies and procedures as outlined in this Contract. Each Distributor shall defend and hold the Company harmless from any claim, damages, or liability arising out of a Distributor's business or advertising,

or resulting from statements that may be illegal and or claims not approved by the Company. This provision survives termination of the Distributor. Distributor is responsible to provide correct and true information to Company, including tax identification numbers. Failure to provide true tax identification numbers will result in discipline by the Company, including, but not limited to, withholding tax authority penalties from Distributor commissions.

N. The terms of the Contract, as set forth herein, shall be deemed severable. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.

O. A Distributor may not solicit legal, financial, or other professional advice of the Company or its employees. Company employees cannot be held responsible for any advice given as it is the responsibility of the Distributor to build and manage its own business.

P. When a Distributor has a grievance or complaint with another Distributor relating to their respective businesses, the complaining Distributor should first report the problem to the Sponsor who will review and attempt to resolve the matter. If the matter cannot be resolved, the problem should be reported in writing to the Company. The Company will review all information and attempt to resolve the problem as appropriate. All Distributors are responsible to see that the Policies and Procedures are followed. Problems should be handled at the lowest possible level.

All violations of the Policies and Procedures should be referred in writing directly to the Company Compliance Division. ([cs@hytenglobal.com](mailto:cs@hytenglobal.com)) Distributors noticing other Policy and Procedure violations should draw them directly to the attention of the violator. This should solve most problems, as most are caused by lack of understanding. If drawing attention of the problem to the Distributor does not solve the problem, violators should be reported to their upline Distributor leader, together with written details, such as dates, witnesses, etc. If the problem isn't solved by the upline leader, or if two disputing parties have different leaders, the problem should be referred to the Company in writing.

Distributors have a duty to bring such disagreements to Company before taking any dispute public through the filing of any action seeking judicial and/or arbitration intervention.

Upon notification to Company, the Company may confer with anyone at any time concerning any alleged violation of the agreements as may be necessary to conduct an investigation. Upon request by Company to a Distributor, all documents related directly to an alleged violation shall be delivered to Company for examination. Any information ascertained during an investigation or hearing shall be treated as confidential, except in cases where the accused Distributor has been determined to have violated federal, state or local statutes.

Q. The Company and a Distributor may, upon mutual written agreement, resolve any breach of this Contract by binding arbitration. The Distributor waives all rights to trial by jury or to

any court. The arbitration proceedings shall take place in accordance with the existing rules of the American Arbitration Association.

R. Any waiver by the Company of any breach of this Contract must be in writing and signed by an authorized Company officer. Waiver by the Company of any breach of the Contract by a Distributor shall not operate or be construed as a waiver of any subsequent breach.

S. The earnings of Distributors as discussed relating to the Hyten™ Rewards Plan are not necessarily representative of the income, if any, that a Hyten™ Distributor can or will earn through his or her participation in the Hyten™ Rewards Plan. These figures or representations should not be considered as guarantees or projections of your actual earnings or profits. Any representation or guarantee of earnings would be misleading. Income success with Hyten™ results only from successful sales efforts, which require hard work, diligence and leadership. Your success will depend upon how effectively you implement these qualities.

If you have any questions regarding the Program, feel free to contact the Company at [cs@hytenglobal.com](mailto:cs@hytenglobal.com)