

DISTRIBUTOR TERMS & CONDITIONS

POLICIES & PROCEDURES GUIDE

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Energy Wave Worldwide is an E-Commerce company registered in the United States, with a regional operating office in the Republic of Singapore (“Singapore”).

By choosing to become an International Member of Energy Wave Worldwide, you hereby declare that you are doing out of your own will without any undue influence or duress and agree to be governed by Energy Wave Worldwide’s Terms & Conditions.

These Policies and Procedures Guide (“Policies”), in their present form and as amended by Energy Wave Worldwide Pte. Ltd. (hereafter “Energy Wave or the “Company”), are incorporated into, and form an integral part of the Energy Wave Distributor Terms & Conditions (the “Agreement”). The Policies are a helpful reference for Distributors who want to learn more about the way the Company works and its opportunity it provides.

Policies shall include:

- A Glossary of Key Terms;
- Code of Ethics;
- Contractual Obligations;
- Distributor Guidelines;
- Placing Orders’
- Processing Refunds and Exchanges;
- Guidelines on Compensation Plan; and
- Management of Membership Account.

1. AGREEMENT

A. Understanding and Incorporation

Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Energy Wave Distributor Application and Agreement (the “Terms & Conditions”), these Policies and Procedures, Social Media Marketing Guidelines, Social Media Marketing Basics and the Energy Wave Compensation Plan. These documents are incorporated by the reference into the Energy Wave Terms & Conditions (all in their current form and as amended from time to time by Energy Wave). It is the responsibility of each Energy Wave’s Independent Distributor to read, understand, abide to, and ensure that he or she is aware of and operating under the most current version of these Policies. When referring a new Independent Distributor, it is the responsibility of the sponsoring Distributor to ensure that the applicant is provided with, or has online access to, the most current version of these Policies and the Energy Wave Compensation

Plan and all other pertinent guidelines prior to his or her execution of the Distributor Agreement.

B. Amendments

Energy Wave reserves the right to amend the Agreement and its prices at its sole and absolute discretion. By signing the Agreement, a Energy Wave Independent Distributor agrees to abide to all amendments or modifications that Energy Wave elects to make. Amendments shall be effective upon written notice to all Distributors that the Agreement has been amended.

Notifications of amendments shall be published in official Energy Wave materials. The company shall provide or make available to all Energy Wave independent Distributors a complete copy of the amended provisions by one or more of the following methods:

- Posting on the Company's official website;
- Electronic mail (e-mail);
- Inclusion in Company's periodicals;
- Inclusion in product orders or bonus cheques; or
- Special mailings.

A Distributor business or a Distributor's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

2. PURPOSE OF POLICIES

A. Purpose

Energy Wave is a E-Commerce direct sales company that markets its products through Independent Distributors. It is important to understand that your success and the success of your fellow Distributor depend on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Independent Distributors and Energy Wave, and to explicitly set a standard for acceptable business conduct, Energy Wave has established the Agreement.

B. Compliance

Independent Distributors are required to comply with all of the Terms and Conditions set forth in this Agreement, as well as all local laws governing their business and conduct.

3. CODE OF ETHICS

Energy Wave is a company that prides itself on the quality of character of its Distributors.

The following guidelines help ensure a uniform standard of excellence throughout our organisation. Every Energy Wave Independent Distributor is required to practice the following ethical behaviour when acting in the name of the Company.

- Be respectful of every person I meet while doing any Energy Wave related business;
- Be ethical, moral, legally and financially sound;

- Not engage in activities that would bring disrepute to the Company;
- Not imply that Energy Wave's Compensation Plan or Products have been approved or endorsed by any Government Agency;
- Not make any defamatory remarks;
- Not make any medical claims on the Products;
- Not make any untrue statements on sales, price, quality, value, performance, quantity and availability;
- Applied to become an Independent Distributor out of my own will;
- Correctly represent all of the commission and bonus plans available through Energy Wave and the income potential represented therein;
- Explain to new Distributors that may never earn an income from Energy Wave;
- Explain to Distributors any compensation they may receive will be largely based upon their individual efforts;
- May not use my own income or of my upline as a indication of other's potential success, or use compensation statements as marketing materials;
- Shall not engage in any deceptive, false, unethical or unlawful consumer or recruiting practice;
- Shall not make any statements, promises or testimonials that are likely to mislead customers or prospective Distributors;
- Will comply with all requirements of the law.
- Shall not use the name, likeness or endorsement of any celebrity, professional athlete or any person or entity not approved in writing by the Company in the marketing of my business in any form;
- Accept and abide by all of Energy Wave's Policies now and as that they may be amended in the future;
- Safeguard and promote the good reputation of Energy Wave; and
- Shall only use marketing materials that are approved in writing by Energy Wave.

I accept that any breach will result in my membership being terminated and will be liable for any potential legal actions taken by the Company.

4. YOUR RELATIONSHIP WITH THE COMPANY

A. Definition of Distributor

Independent Distributors are independent contractors and are not purchasers of a franchise or a business opportunity. Independent Distributors:

- Have contracted to purchase and resell Energy Wave's products and to refer potential Distributors sponsor's replicated website as set forth in these Policies;
- Agreed that they are not an agent, employee, agent, partner, or in a joint-venture with the Company;
- Agreed that the Company is not responsible for payment or co-payment of any employee benefits.

- Agreed that they are responsible for any liability, health, disability, worker's compensation and other insurance they choose to obtain;
- Agreed that they are not an employee for any services provided for tax purposes;
- Shall not represent themselves as anything other than an Independent Distributor.
- Shall have no authority to bind the Company to any obligation;
- Are responsible for paying any applicable taxes due from all compensation earned as a Distributor of the Company; and
- Shall obey all local laws, as well as the Company's rules and regulations pertaining to their Independent Distributor Agreement as well as the acquisition, receipt, holding, selling, distributing or advertising of Energy Wave's products or opportunity.

B. Registration Process

To become a Energy Wave Distributor, each applicant must comply with the following:

- Submit a properly complete d Distributor Application and Agreement online;
- Purchase a Energy Wave business centre;
- Be of legal age (any applicant not of legal age may enrol as a secondary applicant on a Distributor account, listing your parent(s) as the primary applicant); and
- Reside in Singapore or in any country in which Energy Wave has officially announced that it is open for business.

C. Date of Acceptance

An applicant becomes an approved Energy Wave Independent Distributor on the date of the Agreement is received and accepted by the Company.

D. Company Week Time Period

All Agreements will be credited to the week in which they are received and accepted by Energy Wave.

E. Submission of Application

The Company is not responsible for delays in the processing of your application. When an applicant completes and submit the online enrolment form on the website, please do not follow with any hard copy by mail. Multiple applications received from the same applicant will delay the processing time of your application.

F. Bonus Period Inclusion

An individual must become an approved Energy Wave Independent Distributor by the last day of a bonus period in order to be included in that week's bonus and qualification computations. All accepted applications will be credited to the week during which the application is accepted.

G. Approved Legal Entities As Energy Wave Distributors

A corporation, partnership, limited liability company or trust (a “Business Entity”) may become Energy Wave Independent Distributor. Business Entities must submit a completed Business Entity Registration Form, found in the Virtual Office. Business Entities must submit certified copies of their formation documents and attest to the management and ownership of the Business Entity or, in the case of a trust, the name of the Trustee and the Beneficiaries. The Business Entity must also submit a certificate of good standing from the jurisdiction in which it was formed. An Independent Distributor may not use the name of Energy Wave or any of its products names as the name of its Business Entity. All of these documents must be submitted within thirty (30) days of the acceptance of the application. The authorised officer, agent or trustee must sign the Agreement. All the shareholders, members, managers, officers, directors, partners, agents or employees as applicable (the “Principals”), shall agree to abide by Energy Wave’s Policies. If any Principal is found to be in violation of the Policies, then the entire entity will be considered to be in violation.

H. Marriage Between Established Energy Wave Distributors and Distributor Positions

Any established Energy Wave Independent Distributor may marry another established Independent Distributor and will retain a separate Distributor positions, as long as they are in the same downline. The Independent Distributor must notify in writing to the Company if they are not in the same downline.

I. Annual Renewal Fee

Except where prohibited by law, an Independent Distributor is required to purchase a business centre (US\$30.00 annual fee) at the time of submission of your Agreement to Energy Wave. The term of your Agreement is one (1) year from the date of acceptance. The Independent Distributor must renew their Agreement by paying an annual fee of US\$30.00 on or before the anniversary date of their Agreement. If the renewal fee is not paid within sixty (60) days after the expiration of the current term of your Agreement, your Agreement may be terminated. Any volume that has accumulated will be purged when your position is terminated.

J. Submission of Incorrect or invalid Information

An Agreement that is incomplete, incorrect, or fraudulent in any aspect will be invalid and of no force or effect. The Independent Distributors may only submit an application or enrol in the country of their permanent residence. An applicant or Independent Distributor is prohibited from submitting any false or inaccurate information to the Company. The Company expressly reserves all rights to terminate the Agreement and declare it void from its inception if the Company determines any fault with the information submitted by the Distributor. The Company reserves the right to request for supporting documents from the Distributor and failure to do comply may result in the Company declaring said Agreement void. The Distributor must inform the Company of any changes affecting the accuracy of the Distributor’s information provided in the Agreement or Business Entity Form.

K. Amended Agreement Guidelines

Any proposed change to the Independent Distributor's personal information must be submitted on the "Amendments to Distributor Particulars" form and must be signed by all parties to the Agreement and returned to the Company for approval. The Agreement may not be amended without the express written approval of the Company. The Company may, at its sole discretion, charge a fee to change any information, except for a change of address, telephone number, or the correction of clerical errors.

L. Receiving New Agreements Guidelines

The Company's Compliance department requires that each new Independent Distributor complete and submit their own application online to ensure expediency in processing, and the easiest way of accomplishing this is through their sponsor's Virtual Office. The enrolment of individuals or entities or retail customers (phantoms) or other fraudulent enrolments are prohibited. The Company prohibits the use of monetary incentives, promotions prices or bonuses for the purpose of recruiting new Independent Distributors.

M. Distributor Communication Responsibilities

- Use of Company- Approved Statements. Distributors must use only Company-Approved Statements when discussing or explaining Energy Wave's products, business, or Compensation Plan;
- A Distributor is fully responsible for all other verbal or written statements made regarding Energy Wave's products, services and the Compensation Plan which are expressly contained in Energy Wave's materials;
- No medical claims or testimonials. A Distributor shall not make any claims as to any therapeutic, curative or beneficial properties of any products offered by Energy Wave except those contained in the official Energy Wave's literature. Distributor shall not make any claims that the products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases; and
- No earnings claim. Distributor shall not make any income projections, income claims or disclose their income when discussing the opportunity of Compensation plan.

N. Distributor Communication Responsibilities

During the term of the Agreement, Energy Wave may supply to the Distributors confidential information, including, but not limited to the genealogical reports, customers lists, Distributors lists, customer and Distributors profiles and product purchase information, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which Energy Wave may deem as confidential. All such information (whether in written or electronic form) is proprietary and confidential to Energy Wave and is transmitted to Distributors in strictest confidence on a "need to know" basis for use solely in Distributors' business with Energy Wave. Distributors shall use their best efforts to keep such information confidential and must only to promote Energy Wave's business and its products and services.

O. Internet Domain Name Restrictions

Distributors may not use or attempt to register any of Energy Wave's trade names, trademarks, service names, service marks, product names, the Company's name or any derivative thereof ("Proprietary Marks"), for any internet domain name. The Company reserves all rights to request Distributor to cease and desist upon discovery of such breach and Distributor may be subjected to immediate termination.

P. Company Material Usage Guidelines

The Company will not allow the use of Proprietary Marks or Copyright Materials by any person, including Distributors, without its prior written permission. Distributors may not produce for sale or distribute any recorded Company events and speeches without written permission from The Company nor may Distributors reproduce for sale or for personal use any recording of Company-produced audio or video presentations.

Q. Fees

The Company or its third-party administrator may charge fees for various services it provides, including fees for processing and issuing commission payments.

R. Inactive Status and Volume

An Independent Distributor that goes inactive (fails to generate the required thirty (30) PV minimum every twenty-eight (28) days, from their own purchase(s) or that of their customer(s) would be given a grace period of twenty-eight (28) days. If at the end of the grace period, the Distributor has still not generated at least thirty (30) PV, their total volume would be purged permanently. During the time that a Distributor is inactive, they will not accumulate any volume that is generated during the period of inactivity. If a Distributor becomes active again, their volume will begin to accumulate from that date forward.

5. INTERNATIONAL MARKETING

Energy Wave limits the resale of Energy Wave products and services, and the presentation of the Energy Wave business to prospective customers and Distributors located within Singapore and other countries that the Company has announced are officially opened for business. Accordingly, Distributors are authorised to sell Energy Wave's products and services, and enrol Customers or Distributors only in the countries in which Energy Wave is authorised to conduct business, as announced in the official Company literature. Energy wave products or sales aids cannot be shipped into or sold in any foreign country until so authorised in writing by the Company.

Distributors may sell, give, transfer, or distribute Energy Wave products or sales aids only in their home country. In addition, no Distributor may, in any unauthorised country: (a) conduct sales, enrolment or training meetings (b) enrol or attempt to enrol potential customers or Distributors (c) conduct any other activity for the purpose of selling Energy Wave products, establishing a marketing organization, or promoting the Energy Wave opportunity.

6. ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS

If any member of a Distributor's immediate household engages in any activity which, if performed by the Distributor, would violate any provision of the Agreement, such activity will be deemed a violation by the Distributor and Energy Wave may take disciplinary and/or legal action pursuant to the Policies against the Distributor. Similarly, if any Principal other individual associated in any way with a Business Entity violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Energy Wave may take disciplinary and/or legal action against the Business Entity.

7. PURCHASING PRODUCTS

A. Process

- Applicants are not required to purchase any product in order to be a Energy Wave Distributor;
- Only authorised Independent Distributors of Energy Wave may purchase Energy Wave products for resale;
- All orders must be accompanied by proper payment including all applicable shipping/handling fees and sales tax; and
- An order transaction is considered complete only when the order has been paid for and the shipping or delivery method has been satisfied. If these conditions are not met within ninety (90) days from the date of order, the Company reserves the right to determine the final outcome of the order at its sole discretion, and the ordering Distributor releases Energy Wave from any further obligation or liability.

B. Purchases for Consumption or Resale

The Energy Wave programme is built on retail sales to the ultimate consumer. Energy Wave encourages its Distributors to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or which will be resold to others for their ultimate consumption. Energy Wave retains the right to limit the amount of purchases the Distributors may make if, in the Company sole judgement, the Company believes those purchases are being made solely for qualification purposes instead of for consumption or resale.

In addition, no individual is permitted to make a personal order in a Distributors virtual office without written permission from the Distributor. This written permission must be filed with Energy Wave. A Distributor shall not use another individual's credit card when placing orders or place an order for a retail customer when using the Distributor's credit card. The purchase of products on behalf of another Distributor or retail customer or through another Distributor's or retail customer's account is prohibited. No Distributor may advance money or promise reimbursement to a prospect in order to solicit them to purchase products.

C. Seventy (70) Percent Rule

- Each Distributor commits to personally use, sell, or use in business building at least seventy (70) percent of every order placed with Energy Wave prior to placing another order; and
- Purchasing product solely for the purpose of collecting bonuses is prohibited. No bonuses, commissions or other compensation may be paid to any Distributor unless it is

based on the sale of Energy Wave products to end users. The Company reserves the right to retract commissions paid if it is discovered by the Company to be generated on fraudulent sales.

D. Purchases for Consumption or Resale

All Distributors must provide their retail customers with two (2) copies of the Energy Wave Retail Receipt at the time of the sale. The Energy Wave Retail Receipt can be found in the Resource Section of your Virtual Office. These receipts set forth the customer satisfaction guarantee set forth in section 11.A as well as any consumer protection rights afforded by local laws. Distributors must maintain all retail sales receipts for a period of three (3) years and furnish retail receipts to Energy Wave at the Company's request. Failure to do so by the Distributor constitutes a breach of the Agreement and entitles the Company to recoup any commissions paid for orders in a week for which retail sales documentation is not provided. Records documenting the purchases of Distributors' preferred customers will be maintained by Energy Wave. In addition, Distributors must verbally and/or write to inform buyer of their cancellations rights. In the event that Energy Wave must reimburse a dissatisfied retail customer on your behalf, refunds will be deducted from commissions and you may be subjected to disciplinary action. Retail sales must comply with the Federal Trade Commission ("FTC") Three-Day Cooling-off Rule, which requires statutory language and notice of cancellation rights on the retail sales receipt.

E. Autoship Guidelines

Distributor can be ensured that they will receive a monthly shipment of Energy Wave's products by enrolling in Autoship.

- Autoship should be for a minimum of thirty (30) PSV every twenty-eight (28) days to assure that Distributor remain "Active" and that Distributor is eligible for ongoing commissions and bonuses (Refer to the Compensation Plan for details). Being on Autoship also eliminates the inconvenience of placing monthly orders manually;
- Autoship orders run on a four (4) weeks period. The order will be processed on a twenty-eight (28) days cycle; and
- Sponsors may not set up Autoship order on behalf of their new personally referred Distributors without written permission form the enrolling Distributor. Permission must file with the Company Compliance Department.

F. Credit Card Sales

Independent Distributors may only use credit cards belonging to them or for which they are authorised users. Any Independent Distributors that uses another person's credit card without the authorisation of the cardholder is in violation of local laws and will be subjected to immediate termination and possible legal action. Any Independent Distributor that allows another Distributor or Customer to use their credit card is solely responsible for all charges.

G. Chargebacks or Erroneous Charges

Any Independent Distributor that charges back to Energy Wave any credit card purchase, may be suspended or terminated. Please notify Distributor Support of any erroneous charges on your credit card statement, before notifying your credit card company. All credit card disputes must be presented to Energy Wave Distributor Support within one (1) year of the transaction date. Any Independent Distributor that allows another Distributor or Customer to use their credit card is solely responsible for all charges.

8. PRODUCT SALES

A. Mass Sales Mediums

Energy Wave products may not be sold or promoted through catalogues or other mass sales mediums, such as infomercials, television, radio or on any website where an auction is the mode of selling. Internet retail sales may be made only on Energy Wave's approved websites.

B. Retail and Service Establishments

Energy Wave products may not be sold or promoted through retail establishments. The Independent Distributors may however, sell Energy Wave sales aids and products through service establishments. These service establishments must require a membership and/or appointment, and the services performed must be health and wellness related.

C. Displays

Only Energy Wave-produced or Energy Wave-approved literature, banners, or signage may be displayed on a shelf, counter or wall. These signage items must not be visible from the outside of the establishment.

D. Geographical Approved Locations

Independent Distributors may not sell Energy Wave products or promote the business opportunity in countries or territories that have not been officially opened by Energy Wave Corporate Headquarters. Independent Distributors may not export or sell directly or indirectly to others who export Energy Wave's products, literature, sales aids or promotional material relating to Energy Wave, its product or the Energy Wave programme from Singapore, or its possessions or territories to any unauthorised country. Any violation of this rule constitutes a material breach of this Agreement and shall face immediate termination of the Distributor position.

E. Sales Tools

Usage of Company Sales Tools and Support Materials

To promote both the products and services, and the tremendous opportunity Energy Wave offers., Distributors should use the sales tools and support materials produced by Energy Wave.

Use of Endorsements

The use of names, images, testimonials and endorsements of a person or organisation, including celebrities, high profile sports figures or sports or educational without limitation, a replicating

website, is strictly prohibited, except as specifically authorised in writing by the Company. The Energy Wave websites contains information about individuals or entities who have officially endorsed the Company's products. Distributors may only use the exact text or content of the Company's website on their replicated website. As noted on the website, Energy Wave has an impressive list of individuals using its products. Many of these individuals are on our Advisory Board. Questions regarding endorsement on any replicated website can be directed at cs@energywaveworldwide.com

Submit Self-Created Material to Company For Approval

Distributors must submit all written sales tools, promotional materials, advertisements, and other literature to the company for written approval prior to use, including, without limitation, any material which use the Company's Proprietary marks or Copyrighted Materials. Unless the Distributor receives specific written approval to use such tools, the request shall be deemed denied.

Sales to Other Distributors not Permitted

Energy Wave shall not permit Distributors to sell non-corporate produced sales aids or training programmes to other Energy Wave Distributors. Distributors who receive authorisation from Energy Wave to produce their own sales aids or training programmes may not sell such materials or programmes or charge for attendance to any other Energy Wave Distributor. Non-corporate sanctioned trainings or seminars or other fee-based training of any kind is prohibited and may result in the termination of all Distributors involved. Prohibited training activities include, but are not limited to, recruiting, speaking, hosting or sponsoring such trainings or seminars. Distributors may make approved trainings available to other Distributors free of charge if they wish but may not charge other Energy Wave Distributors for the materials or training unless said Distributors have received express written permission from Energy Wave for each individual sales aid or training. Energy Wave reserves all rights to rescind approval for any sales tools, trainings, promotional materials, advertisements, or other literature, and Distributors waive all claims for damages or remuneration arising from or relating to such rescission. A distributor may charge up to US\$10.00 per person for training solely to assist in payment of the cost of the training space.

F. Products Sales Tax

Where permitted by law, as an additional service to the Independent Distributors, Energy Wave relieves Distributors of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes. By virtue of its business operations, Energy Wave will charge sales taxes on all purchases made by Distributors and Customers, and remit the taxes charged. The onus is on the Independent Distributor that all products ordered will be resold at the suggested retail price. Energy Wave will collect and remit sales taxes on behalf of Distributors, based on the suggested retail price of the products, according to applicable tax rates in which the shipment is destined. If a Distributor has submitted, and Energy Wave has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, or resale certificate, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Distributor. If an Independent

Distributor elect to provide such documents, they agree to indemnify and hold Energy Wave harmless regarding any liability that Energy Wave may be charged as a result of Distributor's failure to collect or remit sales taxes. Exemption from the payment of sales tax is applicable only to orders which are shipped to places for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will not be charged on orders that are drop-shipped to another country. Any sales tax exemption accepted by Energy Wave is not retroactive. The Distributor will be responsible for tracking and reporting all sales and sales taxes due.

9. ADVERTISING AND USE OF COMPANY NAME

A. Use of Company Proprietary Marks and Copyrights

Distributor may not use any of the Company's Proprietary Marks and Copyrighted materials or any of the Company written, printed, recorded or other types of Intellectual Property in advertising, promoting, or describing Energy Wave's products or marketing programme. Any right to use the Company's Intellectual Property by a Distributor is non-exclusive. The Company has the right and sole discretion to grant others the rights to use the Company's Proprietary Marks and Copyrighted materials. On expiration or termination of the Agreement, no monetary amount shall be attributed to any goodwill associated with a Distributor's use of the Proprietary Marks or Copyrighted materials. Distributors agree to abide by all Trademark and Copyright restrictions and protections. Distributor may submit such item to Energy Wave if they achieve the rank of Triple Crown. Before using such items, Distributor must receive approval in writing by Energy Wave and the item must bear the Energy Wave review seal.

B. Distributor's Product Pricing

Distributors are not permitted to advertise Energy Wave on approved websites for less than the highest retail price, as indicated by the most current version of the Energy Wave Price List. Violation of this policy may result in termination of Agreement.

C. Distributor's Statement Responsibility

Distributors are responsible for any verbal and/or written statements they make regarding Energy Wave's products and Compensation Plan that are not expressly contained in writing in the current Agreement, or advertising or promotional materials supplied directly by us. The Distributor shall indemnify and hold Energy Wave harmless from any and all liability that may arise as a result of any unauthorised representation that a Distributor make.

D. Product Claims/Warranty Disclaimer

Distributors shall not make any claim, representation or warranty concerning any product or service of the Company, except those expressly approved in writing by the Company or contained in the official Company materials. Except as expressly stated herein, the Company makes no warranty or representation, express or implied, as to the merchantability, fitness for a particular purpose, workmanship or any other warranty arising by law, statute, usage or course of dealing concerning any product or service purchased from or through the Company.

As permitted by applicable law, all products and services are provided “As is”, “With all faults”, and “As available”. The Company does not warrant that its products or services will be compatible with any hardware or software systems or that online services will be uninterrupted or error free. The Company shall not be liable for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by the Distributor or purchaser of its products or services, whether arising in contract, Tort or strict liability. The limit of such damages shall not exceed the amount paid to the Company by such Distributor or purchaser.

E. Websites

Company Self-Replicating Sites

Energy Wave maintains an official corporate website and makes available a self-replicating website for all Distributors. Distributors may not use Energy Wave’s name or Proprietary Marks on or insert any country reference in the domain name of their replicated websites and may only use them as authorised by the Company. These sites can be personalised with Distributor’s own message and contact information. Distributors personalising the replicated website shall adhere as follows:

- Using the text without alteration of the Company’s official website; and
- May not supplement the content of website with text from any other source other than the Company.

If a Distributor wishes to develop another website to use in connection with its business, the Distributor must get Energy Wave’s prior written approval, which may be withheld in its sole discretion, and any such use shall be subjected to the restrictions and/or fees imposed by Energy Wave. Once approved, the Company may conduct periodic subsequent reviews, and approval for such use may be withdrawn at any time for any reason, at the sole discretion of the Company.

Personal Websites

Any Distributor with a personal website may not promote or market any Energy Wave’s business or use Energy Wave’s Proprietary Marks, Copyrighted materials, photographs or graphic likeness of products, etc. on such website. This prohibition extends to use of Energy Wave’s Proprietary Marks or any derivations or alternate spellings thereof. The Distributor may not use a redirection option on any Energy Wave Worldwide Pte. Ltd. Website that has not been approved by the Company. Under no circumstances may the Energy Wave name or any derivative of the Energy Wave name allow toto appear in the URL.

Privacy Policy Statement

On any website that a Distributor use, whether a Energy Wave provided site or one you developed yourself, you must implement a privacy policy that protects any information gathered from the website from being sold or used by anyone else outside its intended purposes.

Online Forum Guidelines

A Distributor shall not use online blogs, chat rooms, social networks, online auction sites, or any other online business or social networking site or forum, including, without limitation, on eBay, Facebook, MySpace, etc to market, sell, advertise, promote, or discuss Energy Wave's products or services or the opportunity unless the Distributor has received prior written permission from Energy Wave.

General Rules for Website Use

When using the replicated websites or independent Websites, Distributors must abide by the guidelines set forth by the Company. Distributors may not offer or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor Distributors. Distributors sharing personal information collected on-line must provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that their personal information not be shared, Distributors shall not disclose said information. Distributors must provide individual consumers the option to terminate any further communication between Distributor and the consumer and if requested, the Distributor shall immediately stop communicating.

Distributors may not distribute content by use of distribution lists or to any person who has not given any specific permission to be included in such a process. All communications must respect the rights, opinions and sensitivities of others. Subjects not in support of the operation of a Distributor's business, such as religious, political or social commentary should be avoided. A Distributor shall not use any "blind" ads on the internet that make product or income claims which are ultimately associated with the Company's services, opportunity or the Compensation Plan. Distributors may not distribute content that is unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local and/or international laws and/or regulations. Distributor hereby agree to abide by all laws and regulations regarding electronic communications.

F. Distributor Created Sales Tools and Training Materials

Creation of Energy Wave sales tools and training materials is limited to Triple Crown or above, and only with prior written authorisation from Energy Wave's Management Team. None may be used in any manner without the proper authorisation and review by the Company. Distributors remain fully and solely liable for the content of any sales tool they may produce.

G. Spamming Restrictions

Distributors may not spam and spamming includes but is not necessarily be limited to:

- Sending unsolicited email messages that contain any email or web address from any Distributor's account to online users;
- Posting messages that contain Distributor's service address in newsgroups that are unrelated to products or service;

- Creating false “from sources” in an email message, or newsgroup posting with Distributor’s service address, thereby giving the impression that the message originated from Energy Wave or its network of Independent Distributors;

H. Energy Wave Related Broadcasts

All Energy Wave-related email broadcasts must only be sent to your downline Distributors and must be sent through the Energy Wave Scheduler system for forwarding. Emails must not contain any false representations, income claims, or testimonials. All business/product content must be preapproved and found in Energy Wave’s corporate literature. The following activities are prohibited by the Company:

- Automatic calling devices or “boiler room” operations;
- Email broadcasts (must be sent through the Energy Wave Scheduler);
- Fax broadcasts;
- Spamming

I. Phone – Yellow and White Pages

Distributor may not answer the phone using the name Energy Wave nor imply that a Distributor is more than an Independent Distributor. A Distributor may list your name in the Yellow and/or White Pages as long as it clearly states that they are an Independent Distributor.

J. Advertising Guidelines

If a Distributor advertises via newspaper or other advertising avenues, the following rules shall apply:

- No advertisement may imply that a job or position is available;
- No specific income can be promised;
- Advertisements may not contain references to Energy Wave or its products; and
- Distributor shall not use any of Energy Wave’s Proprietary Marks or Copyrighted Materials

Any requests for variances from the above rules must be submitted to Energy Wave and approved in writing prior to publication. Please direct any inquiries to cs@energywaveworldwide.com. Please email or fax proposed advertisements to the attention of the Compliance Department.

K. Repackaging Restrictions

Under no circumstances shall a Distributor print their own labels. Products are only to be sold or distributed as samples in their original packaging or in alternate packaging provided by Energy Wave. When using alternate packaging purchased from Energy Wave, the individual products being repackaged are not to be altered in any manner and no unauthorised labelling or content may be added.

L. Trade Show Guidelines

Energy Wave can't be displayed or sold at tradeshow without written authorisation from the Compliance Department. In order to obtain a booth and secure exclusive rights, the Company must receive the Trade Show Request form for participation at least two weeks prior to the show. The Company will only allow one booth representing the Company and products per show. Only Energy Wave products and/or opportunity may be offered in the trade show booth. Only Energy Wave produced marketing materials may be displayed or distributed. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image Energy Wave wishes to portray.

M. Media Inquiries

A Distributor must refer any media inquiries immediately to Energy Wave's Management Team. Any Independent Distributor that violates this clause shall be subjected to immediate termination of this Agreement.

N. Testimonial Endorsement

Distributors can confirm that the information they give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of their knowledge. Distributors shall waive any right they 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.

Distributor grants the Company and its affiliates and agents the absolute, perpetual, worldwide right and license, but not the obligation, to use, reproduce, exhibit and display for all purposes the Distributor's name, testimony, biographical information, photograph, likeness, images and/or recorded voice and other information provided by the Distributor (collectively, the "Likeness") in marketing, promotional and advertising television or radio broadcasts, videos, audiotapes, brochures, on the internet and/or in other printed or media materials of the Company for an unlimited number of times, in perpetuity, without compensation. Distributor releases the Company, its affiliates and agents from any liability or obligation that may arise as a result of the use of the Distributor's Likeness, including without limitation, claims for invasion of privacy, infringement of any right of publicity, and defamation.

O. Indemnification

Distributor shall defend, indemnify and hold the Company and its affiliates, and each of their respective directors, officers, employees and agents harmless from and against any and all losses, expenses (including reasonable attorney fees), costs, claims, damages, demands or liabilities resulting from (i) Distributor's breach or non-performance of any of its undertakings, warranties or obligations under this Agreement; or (ii) Distributor's gross negligence, wilful misconduct or omission in performing its obligations under this Agreement.

10. GENERAL INFORMATION

A. Entity Changes

Energy Wave reserves the right to approve and disapprove any change a Distributor propose to make to their business name or structure, the formation of Business Entities, estate planning, and limited liability purposes. Before the Company can approve such a change, you must complete the “Amendments to Distributor Particulars” form and file it with the Company while outlining the proposed change and the reason(s) for the proposed change.

B. Distributor Succession

In the event that a Distributor dies or becomes incapacitated, that Distributor’s downline will pass to the benefit of the Distributor’s successors in interest. It is the responsibility of the successors to notify Energy Wave, in a timely manner, of the death or incapacity of a Distributor by letter. The letter must be written and signed by the executor of the estate or next of kin. Further, the successors must make a written application for the transfer and agree in writing to abide by the Company then current Policies. The successors must meet all the Distributor’s qualifications.

C. Change of Sponsor

Requests for change of sponsorship must be submitted in writing to the Distributor Services Department within three (3) days of enrolment and must include the reason for the change in sponsorship. Sponsor changes are subjected to Energy Wave’s Management approval, which may be withheld at any time. The Independent Distributor seeking to change sponsors must submit a properly completed fully executed Sponsor Transfer Form, which includes the written approval of their sponsor. Energy Wave Independent Distributors need to allow up to seven (7) days for the change of sponsorship. The Energy Wave Independent Distributor who requests the change must submit a fee of US\$50.00 for administrative charges and data processing. Energy Wave reserves the sole and exclusive right to determine the final disposition of the downline organisation. Resolving conflicts over the proper placement of a downline that has developed under an organisation that has improperly switched sponsors is often extremely difficult.

Therefore, Distributors waive any and all claims against Energy Wave that relate to or arise from Energy Wave’s decision regarding the disposition of any downline organisation that develops below an organisation that has improperly changed lines of sponsorship.

D. Placement Changes

Requests for placement changes must be submitted in writing to the Distributor Services Department, within three (3) days of enrolment and must include the reason for transfer. Placement Changes are subjected to Energy Wave’s Management placement must submit a properly completed and fully executed Placement Charge Form, which includes the written approval of their sponsor. Independent Distributors need to allow up to seven (7) days for the placement charge. The Independent Distributors who requests the placement change must submit a fee of US\$75.00 for administrative charges and data processing. Energy Wave reserves the sole and exclusive right to determine the final disposition of the downline organisation.

Therefore, Distributors waive any and all claims against Energy Wave that relate to or arise from Energy Wave's decision regarding the disposition of any downline organisation that develops below an organisation that has improperly changed lines of sponsorship.

E. Cancellation and Re-application

A participant in Energy Wave's network marketing Compensation Plan has the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to Energy Wave at its principal business address. The written notice must include the Independent Distributor's signature, printed name, address, and Distributor Number. If the Independent Distributor who was enrolled in the Autoship Programme, their participation in the Autoship Programme will also be automatically cancelled. Therefore, a Distributor may legitimately change organisations by voluntarily cancelling their Energy Wave business and remaining inactive (i.e. no purchases of Energy Wave products for resale, no sales of Energy Wave products, no sponsoring, no attendance at any Energy Wave functions, no participation in any other form of Distributor activity, or operation of any other Energy Wave business) for six (6) full calendar months. Following the six (6) month period of inactivity, the former Distributor may reapply under a new sponsor.

F. Non-solicitation

For a period of one (1) year following resignation or termination of the Energy Wave Agreement, with the exception of those Distributors you personally sponsored, you may not, directly or indirectly, recruit or attempt to solicit, hire or recruit any Independent Distributor, Customer, Employee or Consultant for another multi-level marketing or direct-selling company. Since the Company recognise that direct selling 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, the Company agree that this non-solicitation provision shall apply to all markets in which Energy Wave conducts business. This provision shall survive termination of the Agreement.

G. Non-renewal

A Distributor may also voluntarily terminate their Agreement by failing to renew the Agreement within in sixty (60) days after the anniversary date. The Company may also elect not to renew a Distributor's Agreement upon its anniversary date.

H. Cross Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. You may not directly or indirectly sponsor or attempt to sponsor anyone from another Energy Wave sales group (downline or upline) or who has been recruited or introduced to Energy Wave by another Distributor into your network or into any other MLM or network marketing or direct sales organisation. Nor may Distributor directly or indirectly introduce other business opportunities to any Energy Wave Distributor except for those whom they have personally contacted and/or sponsored (referred). Violation of these policies will result in immediate termination. It may also give rise to other claims for unauthorised use of the Company's confidential information. The use of a spouse's or

relative's name, trade names, doing business as, assumed names, Business Entities, Personal Identification Number, or fictitious ID numbers to circumvent this policy is prohibited.

If cross sponsoring is discovered, it must be brought to the Company's attention immediately. Energy Wave may take disciplinary action against that Distributor that changed organisations and/or those Distributors who encouraged or participated in the cross sponsoring. Energy Wave may also move all or part of the offending Distributor's downline to their original downline organisation if the Company deems it equitable and feasible to do so. Energy Wave is under no obligation to move the cross sponsored Distributor's downline organisation and disposition remains within the sole discretion of Energy Wave.

I. Corporate Office Visit Policy

Distributors may visit the Company's offices only at designated times. Distributors MUST make an appointment in advance to arrange such a visit. At the same of the visit, Distributor will be required to sign in at the front desk immediately after entering the office. A Company employee must accompany Distributor at all times when they are in premises of the Company.

J. Company Protocol

Distributors are not to ask Energy Wave employees for opinions and/or suggestions in regard to their personal business. Energy Wave and its employees cannot be held responsible for any advice given, as it is up to the Distributor to build and manage their own business.

K. Resigning Distributor Re-Entry Guidelines

A Distributor who chooses to resign their account may not re-enter Energy Wave for six (6) months. If the spouse of the resigning affiliate is not currently a Distributor, the spouse will be subjected to the same six (6) months restriction that applies to a resigning Distributor. If the spouse is a Energy Wave Distributor, their account will be treated as a separate entity.

L. Ongoing Sales Responsibilities

Regardless of their level of achievement, Distributors have an ongoing obligation to continue to assist those in their downline, personally promote sales through the generation of new customers and through servicing their existing customers.

M. Compensation Plan

Distributors must adhere to the terms of the Energy Wave Compensation Plan as set forth in the official Energy Wave literature.

N. Sale, Transfer or Assignment of Energy Wave Business

An Independent Distributor's business may be sold, transferred or assigned to another individual or entity only after Energy Wave Management Team has approved the request in writing, which may be withheld at its sole discretion. The sale, transfer or assignment of a Energy Wave business may be subjected to certain limitations, terms or conditions. If an Independent Distributor wishes to sell, transfer or assign their Energy Wave business, the following criteria must be met:

- Seller must notify Energy Wave immediately in writing of their desire to sell, transfer or assign their Energy Wave business and the reason for the sale. Seller needs to notify the Energy Wave immediately either by tele-call and/or in writing upon the finding of a buyer for their business;
- Protection of the existing line of sponsorship must always be maintained so that the Energy Wave business continues to be operated in that line of sponsorship;
- The buyer or transferee must become a qualified Energy Wave Independent Distributor. If the buyer is already a Energy Wave Independent Distributor, they are not eligible to purchase said business as they will need to terminate their own Energy Wave business and wait six (6) calendar months before acquiring any interest in the seller's Energy Wave business;
- Before the sale, transfer or assignment can be finalised and approved by Energy Wave, any debt obligations the selling Distributor has with Energy Wave must be cleared;
- The selling Distributor must be in good standing and not in violation of any of the terms of the Agreement or Energy Wave Policies and Procedures in order to be eligible to sell, transfer or assign a Energy Wave business. Prior to selling a Energy Wave business, the selling Distributor must notify the Distributor Services Department of their intent to sell the business. No change in line of sponsorship can result from the sale or transfer of a Energy Wave business centres or positions. If a business is sold, transferred or assigned, all business centres and positions must be included in the transaction; and
- The selling Distributor must submit a properly completed and full executed Transfer of Ownership Form and a US\$150.00 transfer fee to Energy Wave to initiate the transfer process. Seller and Buyer need to allow up to thirty (30) days for the transfer of ownership to be finalised.

O. Energy Wave Business Entity Dissolution or Separation Policy Guidelines

Distributors sometimes operate their business as husband-wife partnership or Business Entities. At such time as a marriage may end in divorce or a Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as to not adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Distributors and the Company in a timely fashion, Energy Wave will involuntarily terminate the Agreement.

During the divorce of Business Entity dissolution process, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s) operate the business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorise Energy Wave to deal directly and solely with the other spouse or non-relinquishing Principal; and
- The parties may continue to operate the business jointly on a "business-as-usual" basis where upon all compensation paid by Energy Wave will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default

procedure if the parties do not agree on the format as set forth above. Under no circumstances will the downline organisation of divorcing spouses or a dissolving Business Entity be divided. Similarly, under no circumstances will Energy Wave split commission and bonus cheques between divorcing spouses or members of dissolving entities. Energy Wave will recognise only one downline organisation and will issue only one commission cheque per Energy Wave business per commission cycle. Commission cheques shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Distributor Agreement shall be involuntarily terminated. If a former spouse has completely relinquished all rights in the original business pursuant to a divorce, they are thereafter free to enrol under any sponsor of their choosing without waiting six (6) calendar months. In the case of Business Entity dissolutions, the former Principal who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as a Distributor. In either case however, the former spouse or business affiliate shall have no rights to any Distributors in their former organisation or to any former retail customer. They must develop a new business in the same manner as would any other new Distributor.

11. COMPANY REFUND POLICY AND ERRORS AND OMISSIONS

A. Retail and Preferred Customer Return Policy Guidelines

Energy Wave offers fourteen (14) day money back satisfaction guarantee (less shipping and handling) to all retail and preferred customers. The refund shall be in the amount of no less than ninety (90) percent of the Customer's original net cost less, shipping/handling costs, appropriate set-offs and legal claims, if any. If a retail or preferred customer purchased the product from an Independent Distributor, the customer must return the unused product to that distributor, for a refund, replacement or exchange. If the customer purchased the product directly from Energy Wave, the product should be returned to Energy Wave by following the requirements listed below:

- Obtain a Return Merchandise Authorisation ("RMA") number by contacting Distributor Support during the fourteen (14) day window by sending an email to cs@energywaveworldwide.com. Notify Distributor Support what are products are being returned and include an order number and date. The RMA number must be written on the exterior of each carton returned. RMAs are valid for fourteen (14) days from the date of issue;
- The product being returned must be in its original packaging, in a marketable condition, unopened, unaltered (no stickers or labels) and resalable;
- Return the product and the completed and signed RMA form to Energy Wave at the address found on the RMA form. Proper shipping carton(s) and packing materials are not to be used in packaging the product(s) being returned. Energy Wave will not refund

any product that is delivered damaged. All returns must be shipped to the address found on the RMA form. Shipping costs are the responsibility of the customer returning the product. Energy Wave will refuse any return shipments sent shipping collect or Cash on Delivery ("COD"). It is recommended that you chose a shipping method that allows tracking and delivery confirmation. Energy Wave is not responsible for a lost or misdirected shipment. It is the responsibility of the Customer to trace, insure or otherwise confirm that Energy Wave has received the shipment. Energy Wave will not accept any returns without a RMA number on the exterior of the package;

- All procedures and requirements listed here and on the RMA form need to be followed in order to receive a refund, exchange or replacement. Refunds will be issued in the same form of payment as the original order. If original order was placed using cash, refunds will be issued by Company cheque. Please allow thirty (30) days for processing of all refunds, credit card or cash;
- Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price of the product; and
- Any product returned to Energy Wave that does not meet these requirements will not be refunded. Energy Wave will hold product for thirty (30) days before disposing of it. It is the responsibility of the Preferred or Retail Customer to make arrangements for the return of said product. Energy Wave will not pay any return shipping charges, all shipping charges will be the responsibility of the customer.

B. Distributor's Responsibilities for Customer Satisfaction

When Distributor sell products at retail, they are the primary party responsible for the customer satisfaction. It is responsibility of the Distributor to verbally notify any retail or preferred customer of Energy Wave's Retail Customer Guarantee. Energy Wave offers a fourteen (14) day money back satisfaction guarantee (less shipping and handling) to all retail and preferred customers. The retail customer must come to the Distributor for either a replacement product or for a refund. The Distributor will make the product exchange or refund, and will obtain a replacement product from Energy Wave for the returned product. For all returns, exchanges or replacements, shipping costs will be the Distributor's responsibility. The refund shall be in the amount of no less than ninety (90) percent of the Customer's original net cost less, shipping/handling costs, appropriate set-offs and legal claims. Distributor is subjected to suspension and/or termination for refusing to refund, exchange or replace a retail or preferred customer requested return. In the event that Energy Wave must reimburse a dissatisfied retail customer on the behalf of a Distributor, refunds will be deducted from commissions and you may be subjected to disciplinary action. All Energy Wave Independent Distributors need to follow the following guidelines to receive a refund or replacement product from Energy Wave:

- Obtain a RMA number by contacting Distributor Support during the fourteen (14) day window by sending an email to cs@energywaveworldwide.com. Notify distributor support the name of the retail customer, what products are being and include an order number and date. A copy o the original sales receipt will be required with the return

shipment. The RMA number must be written on the exterior of each carton returned. RMAs are valid for the fourteen (14) days from the date of issue;

- The product being returned must be in its original packaging, in a marketable condition, unopened, unaltered (no stickers or labels) and resalable;
- Return the product and the completed and signed RMA form to Energy Wave at the address found on the RMA form. Please include a copy of the original sales receipt. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. Energy Wave will not refund any product that is delivered damaged. All returns must be shipped to the address found on the MRA form. Shipping costs are the responsibility of the Independent Distributor returning the product. Energy Wave will refuse any return shipments sent shipping collect or COD. It is recommended that you choose a shipping method that allows tracking and delivery confirmation. Energy Wave is not responsible for a lost or misdirected shipment. It is the responsibility of the Independent Distributor to trace, insure or otherwise confirm that Energy Wave has received the shipment. Energy Wave will not accept any returns without RMA number on the exterior of the package;
- All procedures and requirements listed here and on the RMA form need to be followed in order to receive a refund, exchange or replacement. Refunds will be issued in the same form of payment as the original order. If original order was placed using cash, refunds will be issued by Company cheque, please allow thirty (30) days for processing of all refunds, cash or credit cards;
- Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price of the product;
- Energy Wave will recoup any commissions or other compensation paid when the product that generated that compensation is returned. To do so, the Company will deduct the outstanding amount prior to paying any further commissions. If bonus cheque is insufficient to the Company to recover the compensation through a deduction, Energy Wave will deduct the compensation amount from the refund amount owed; and
- Any product returned to Energy Wave that does not meet these requirements will not be refunded. Energy Wave will hold said product for thirty (30) days before disposing. It is the responsibility of the Independent Distributor to make arrangements for the return of said product. Energy Wave will not pay any return shipping charges, all shipping charges will be the responsibility of the Distributor.

C. Dispute Resolution

In the event of a dispute between the Distributor and their retail customer, Energy Wave will determine the facts and resolve the issue. That resolution will be final and not open to appeal. Distributor is subjected to suspension and/or termination for refusing to refund, exchange or replace a retail preferred customer requested return. If the Company has elected to make a refund to replace a retail customer to resolve the dispute, the Company will charge the refunded amount to the Distributor's account.

D. Repetitive Returns or Replacement Policy

The Company reserves the right to reject repetitive returns or replacements. If an Independent Distributor returns or refuses their autoship order two (2) months consecutively, Energy Wave will cancel the Independent Distributor's autoship.

E. Compensation Adjustment on Returned Items

Energy Wave reserves the right to recoup any commissions or other compensation paid when the product that generated that compensation is returned. To do so, the Company may deduct the outstanding amount prior to paying the Independent Distributor further commissions. If the bonus cheque is insufficient to allow the Company to recover the compensation through a deduction, Energy Wave will deduct the compensation amount from the refund amount owed to the Distributor.

F. Return of Marketing Materials, Promotional Items and Sales Kits

The Distributor may return unused and unopened marketing materials, promotional items or sales kits if purchased within the previous forty-five (45) days. The Distributor may only return items that they have personally purchased from Energy Wave. The refund shall be in the amount of no less than ninety (90) percent of the Distributor's original net cost less, shipping/handling costs, appropriate setoffs and legal claims, if any. Items will not be accepted for a refund, if the Company clearly discloses to the Distributor prior to purchase that the products are seasonal, discontinued, or special promotional products are not subjected to the repurchase obligation.

ALL Energy Wave Independent Distributors need to adhere to the following guidelines to receive a refund from Energy Wave:

- Notify the Distributor Support by sending an email to cs@energywaveworldwide.com requesting a refund for marketing material, promotional items or sales kits purchased within the previous forty-five (45) days. A copy of the original sales receipt will be required with the return shipment. Please state the reason for the refund;
- Notify distributor support what items are being returned and include an order number and the date. The RMA number must be written on the exterior of each carton returned. RMAs are valid for fourteen (14) days from the date of issue;
- The items being returned must be in their original packaging, in a marketable condition, unopened, unaltered (no stickers or labels) and resalable;
- Return the items and the completed and signed RMA form to Energy Wave at the address found on the RMA form. Please include a copy of the original sales receipt. Proper shipping carton(s) and packing materials are to be used in packaging the item(s) being returned. Energy Wave will not refund any marketing materials, promotional items or sales kit that are delivered damaged or not in a marketable condition. All returns must be shipped to the address found on the RMA form;
- Shipping costs are the responsibility of the Independent Distributor returning the items. Energy Wave will refuse any return shipments sent shipping collect or COD. It is recommended that Distributors choose a shipping method that allows tracking and

delivery confirmation. Energy Wave is not responsible for lost or misdirected shipments. It is the responsibility of the Independent Distributor to trace, insure or otherwise confirm that Energy Wave has received the shipment. Energy Wave will not accept any returns without a RMA number on the exterior of the package;

- All procedures and requirements listed here and on the RMA form need to be followed in order to receive a refund. Refunds will be issued in the same form of payment as the original order. If the original order was placed using cash, refunds will be issued by Company cheque, please allow thirty (30) days for processing of all refunds, credit cards or cash;
- Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price or the product;
- Energy Wave will recoup any commission or other compensation paid when the product that generated that compensation is returned. To do so, the Company will deduct the outstanding amount prior to paying Distributor further commissions. If Distributor's commission cheque is insufficient to allow the Company to recover the compensation through a deduction, Energy Wave will deduct the compensation amount from the refund owed to the Distributor;
- Any items returned to Energy Wave that do not meet these requirements will not be refunded. Energy Wave will hold said items for thirty (30) days before disposing of it. It is the responsibility of the Independent Distributor to make arrangements for the return of said items. Energy Wave will not pay any return shipping charges, all shipping charges will be the responsibility of the Distributor; and
- Upon receipt of unused, resalable items, Energy Wave will reimburse the Distributor ninety (90) percent of the net cost of the last purchase price or as otherwise required by law.

G. Resignation Returns

A Distributor who terminates their business relationship with Energy Wave has the right to return for repurchase currently marketable, unopened and not used inventory, in possession of the Distributor and purchased by the Distributor for resale. Distributor may only return product inventory that Distributor personally purchased from Energy Wave for resale. The Distributor may return unused, resalable inventory purchased within one (1) year from the date of termination, based on the seventy (70) percent Resale Rule Guidelines.

The refund shall be in amount of no less than ninety (90) percent of the Distributor's original net cost less, shipping/handling costs, appropriate setoffs and legal claims, if any. In addition, for the purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the product's commercially reasonable usable or shelf life period has passed, nor shall products be considered "currently marketable" if the Company clearly discloses to the Distributors prior to the purchase that the products are seasonal, discontinued, or special promotional products and not subjected to the repurchase obligation. Energy Wave will consider any request for refund as the resignation of the Independent Distributor and their position with Energy Wave.

Promotional materials, marketing materials, sales aids and kits can only be returned for a resignation refund if purchased within the previous forty-five (45) days. All Energy Wave Independent Distributors need to follow the following guidelines to receive a refund from Energy Wave:

- Notify the Distributor Support by sending an email to cs@energywaveworldwide.com requesting a refund for marketing material, promotional items or sales kits purchased within the previous forty-five (45) days. A copy of the original sales receipt will be required with the return shipment. Please state the reason for the refund;
- Notify distributor support what items are being returned and include an order number and the date. The RMA number must be written on the exterior of each carton returned. RMAs are valid for fourteen (14) days from the date of issue;
- The items being returned must be in their original packaging, in a marketable condition, unopened, unaltered (no stickers or labels) and resalable;
- Return the items and the completed and signed RMA form to Energy Wave at the address found on the RMA form. Please include a copy of the original sales receipt. Proper shipping carton(s) and packing materials are to be used in packaging the item(s) being returned. Energy Wave will not refund any marketing materials, promotional items or sales kit that are delivered damaged or not in a marketable condition. All returns must be shipped to the address found on the RMA form;
- Shipping costs are the responsibility of the Independent Distributor returning the items. Energy Wave will refuse any return shipments sent shipping collect or COD. It is recommended that Distributors choose a shipping method that allows tracking and delivery confirmation. Energy Wave is not responsible for lost or misdirected shipments. It is the responsibility of the Independent Distributor to trace, insure or otherwise confirm that Energy Wave has received the shipment. Energy Wave will not accept any returns without a RMA number on the exterior of the package;
- All procedures and requirements listed here and on the RMA form need to be followed in order to receive a refund. Refunds will be issued in the same form of payment as the original order. If the original order was placed using cash, refunds will be issued by Company cheque, please allow thirty (30) days for processing of all refunds, credit cards or cash;
- Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price or the product;
- Energy Wave will recoup any commission or other compensation paid when the product that generated that compensation is returned. To do so, the Company will deduct the outstanding amount prior to paying Distributor further commissions. If Distributor's commission cheque is insufficient to allow the Company to recover the compensation through a deduction, Energy Wave will deduct the compensation amount from the refund owed to the Distributor;
- Any items returned to Energy Wave that do not meet these requirements will not be refunded. Energy Wave will hold said items for thirty (30) days before disposing of it. It is the responsibility of the Independent Distributor to make arrangements for the return

of said items. Energy Wave will not pay any return shipping charges, all shipping charges will be the responsibility of the Distributor; and

- Upon receipt of unused, resalable items, Energy Wave will reimburse the Distributor ninety (90) percent of the net cost of the last purchase price or as otherwise required by law.

H. Seventy (70) Percent Resale Rule / Repurchase or Refunds Guidelines

The Company will not repurchase products or issue refunds on products certified as having been consumed or sold under the seventy (70) percent Resale Rule. Falsely representing the amount of product sold or consumed to advance in the marketing plan will be subjected for termination.

I. Damaged Returns

Any damages to the product, as the result of negligent packaging or improper shipping for the return shipment shall be the responsibility of the Distributor. Energy Wave will not refund any product that is delivered damaged or not in a marketable condition.

J. Buy-Back Policy Guidelines

The repurchase shall be set at a price not less than ninety (90) percent of the original net cost to the participant of the goods being returned. For the purpose of this paragraph, "original net cost" shall mean the amount actually paid by the participant for the goods, less any consideration received by the participant for purchase of the goods that is attributable to the specific goods now being returned. Goods shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition and are returned to Energy Wave within one (1) year from the date of the Company discontinued marketing the goods, provided, however that goods which are no longer marketed shall be deemed not "resalable or reusable" if the goods are sold to participant as non-returnable, discontinued, or seasonal items and the non-returnable, discontinued or season nature of the goods was clearly disclosed to the participant seeking to return the goods prior to the purchase of the goods by the participant.

K. Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

L. Sixty (60) Days Notification Policy

If a Distributor has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Distributor must notify Energy Wave in writing within sixty (60) days of the date of the purported error or incident in question. Energy Wave shall not be liable for any errors, omissions or problems not reported to the Company within sixty (60) days.

M. Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, and commission cheques, it is critically important that the Energy Wave's files are up to date. Street addresses are required for shipping since courier companies cannot deliver to a post office box. Distributors planning to change their e-mail address or move must send their new address and telephone numbers to Energy Wave's Corporate Officers to the attention of the Distributor Services Department. To guarantee proper delivery, two (2) weeks' notice must be provided to Energy Wave on all changes.

12. COMPLIANCE

A. Controversy and Claims

- Termination and/or Injunctive Relief. Nothing in these Policies shall prevent the Company terminating the Agreement pursuant to its terms or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect the Company's interest prior to, during or following the filing or any arbitration, mediation or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding;
- Indemnification. A Distributor shall indemnify and hold harmless Energy Wave and its Affiliates against any claims arising out of death, illness, injury or property loss or damage, as a result of or in connection with (i) the negligent acts or omissions of Distributor under the Agreement, or (ii) Distributor breach of their obligations under the Agreement;
- Distributor shall indemnify and hold harmless Energy Wave and its Affiliates against any and all claims arising out of any actual or alleged infringement of any patent, copyrights, trademark or other intellectual property right, or any litigation based thereon, except to the extent that such infringement results solely from the performance of the Distributor pursuant to the detailed Intellectual Property right or materials furnished by Energy Wave; and
- Notwithstanding any other provision herein, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any direct or consequential loss arising under or in connection with the Agreement.

B. No Waiver

The Company shall not give up its rights to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Energy Wave to exercise any right or power under the Agreement or to insist upon strict compliance by a Distributor with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement shall constitute a waiver by Energy Wave's right to demand exact compliance with the Agreement. Waiver shall only be effectuated in writing by an authorised officer of the Company. Waiver of any breach by a Distributor shall not affect or impair Energy Wave's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Distributor.

C. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to choice of law principles. All actions or proceedings arising in connection with, touching upon or relating to this Agreement, the breach thereof and/or the scope of the provisions of the clause shall be submitted to the Singapore International Arbitration Centre (the "SIAC") for final and binding arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre to be held in Singapore, in the English Language, before a single arbitrator who shall be appointed by the President of the SIAC. The arbitration shall be a confidential proceeding, closed to the general public. Prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of the arbitrator, any party may seek equitable relief in court of competent jurisdiction in Singapore.

D. Amended Provision Guidelines

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

E. Information Disclaimer

All personal commissionable 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 or merchantability, fitness for a particular use, or non-infringement. The Company is not responsible or liable for maintaining any Distributor or customer data or for the deletion, corruption, destruction, damage, loss or failure of any Distributor or customer data for any third-party access to said data.

To the fullest extent permissible under applicable law, Energy Wave and/or its Affiliates creating or transmitting the information shall be liable to any 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 commissionable sales of volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if Energy Wave and/or its Affiliates have been advised of the possibility of such damages.

The Company shall not be liable for interrupted, inaccessible or unavailable networks, servers, satellites, internet service providers, websites, or other connections or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions, or for any technical malfunctions, failures or difficulties.

F. Returned Cheques

Any permitted cheques returned by a Distributor's bank for insufficient funds will be re-submitted for payment. A fee of US\$25.00 shall be imposed and charged to the account of the

Distributor. Any outstanding balance owed to Energy Wave by a Distributor for not sufficient funds (“NSF”) cheques and returned cheque fees will be withheld from subsequent bonus and commissions cheques.

13. DISCIPLINARY ACTIONS

If a Distributor violate any of the Policies or Procedures, the Agreement, or engage in any illegal, fraudulent, deceptive, or unethical business conduct, the Company may exercise its rights to invoke disciplinary action the Company deem appropriate. Among the potential disciplinary actions are:

- Issuance of a written warning or admonition;
- Reassignment of all or part of your downline organisation;
- Suspension, which may result in termination or reinstatement with conditions or restrictions; and/or
- Termination of your Agreement.

14. DISTRIBUTOR’S LOSS OF RIGHTS UPON NON-RENEWAL/TERMINATION

Distributor shall receive commissions in accordance with Energy Wave’s Compensation Plan if they remain Active and comply with the Agreement. Upon non-renewal and/or termination, Distributor shall have no rights as stated in the Agreement. However, the Company shall pay commissions and bonuses whose Distributor has been terminated only for the last full pay period when the Distributor was active prior to non-renewal and/or termination.

15. PRODUCT LIABILITY CLAIMS

A. Third-Party Claims

Subject to the limitations set forth in this provision, the Company shall defend Distributors from claims made by third-party customers alleging injury from use of the product, or injury due to a defective product. The Distributor must promptly notify the Company in writing of any such claim, no later than seven (7) days from the date of the third-party claimant’s letter alleging injury. Failure to notify the Company shall alleviate any obligation of the Company respecting such claim. The Distributor must allow the Company to assume the sole and absolute discretion respecting the defense of the claim and use and choice of counsel as a condition to the Company’s obligation to defend a Distributor.