

**Luxbiotech®**

---

# Policies and Procedures of Luxbiotech

---



<b>1. Policies and Procedures Scope of Application</b>	<b>5</b>
1.1. Purpose of Policies and Procedures	5
1.2. Incorporated into Brand Ambassador Application and Agreement	5
1.3. Changes to “Agreement”	5
1.4. Delays in case of force majeure	5
1.5. Waiver	5
<b>2. Brand Ambassador account</b>	<b>6</b>
2.1. Requirements to become a Brand Ambassador	6
2.2. Application for membership, duration and renewal.	6
2.3. Registration as a commercial entity	6
2.4. Only one account per Brand Ambassador	6
2.5. Changes made to the account	6
2.6. Inaccurate information in the application	7
2.7. Independent Contractor	7
2.8. Legal Compliance	7
2.9. Taxes on commissions and bonuses	7
2.10. Brand Ambassador Benefits	7
2.11. No Exclusive Territory	7
2.12. Multiple Agreements	7
<b>3. Change and transfer of the account</b>	<b>8</b>
3.1. Divorce or dissolution of a business entity	8
3.2. Succession in case of death or incapacity	8
3.3. Assignment/transfer of a Brand Ambassador account	8
3.4. Circumvention of Policies	9
<b>4. Conduct and ethics policies</b>	<b>10</b>
4.1. Ethics	10
4.2. Non-Disparagement	10
4.3. Sponsorship and Product Sales for other network marketing companies	10
4.4. Sponsor changes and ethics	10
4.5. Non-competition and unfair practices	11
4.6. Product Claims	11
4.7. Earnings Disclosure	11
4.8. Conflicts of Interest	11
<b>5. Sponsorship and Placement in the Binary Plan</b>	<b>12</b>
5.1. Independent Relationship in the binary plan	12
5.2. Presentation of Policies and Procedures to the new candidate	13
5.3. Unauthorized Sponsor Change	13
<b>6. Brand Ambassadors procedures and activities</b>	<b>13</b>
6.1. Online Store (Webshop)	13



6.2. Radio and TV advertising	14
6.3. Contact by phone	14
6.4. Digital media	14
6.5. Domain name	14
6.6. E-mail	14
6.7. Indemnification	14
6.8. Independent Luxbiotech Logo	15
6.9. International Sales	15
6.10. Internet Marketing	15
6.11. Media Interviews	15
6.12. No Spam Policy	16
6.13. Authorization for publication	16
6.14. Reporting Errors	16
6.15. Reporting Policy and Procedures Violations	16
6.16. Social Networking	16
6.17. Online spam activities	16
6.18. Telemarketing	16
6.19. Trademarks	16
6.20. Training Others	17
6.21. Unauthorised external websites	17
<b>7. Sales</b>	<b>18</b>
7.1. Product Sales Requirements	18
7.2. No Territories	18
7.3. Repackaging or Relabeling	18
7.4. Retail Stores and Service Establishments	18
7.5. Stockpiling	18
7.6. Trade Shows, Fairs, Exhibitions	18
7.7. Unauthorised sales platform	18
<b>8. Placing Orders</b>	<b>19</b>
8.1. Online payment	19
8.2. Sending the order	19
8.3. Receipt of order	19
8.4. Product stock	19
8.5. Modification of orders	19
8.6. Taxes on orders	19
8.7. Non-payment of orders	19
8.8. Order limits for commission calculations	19
<b>9. Returns</b>	<b>20</b>
9.1. Customer Return Policy	20
9.2. Brand Ambassador Return Policy	20
<b>10. Payments</b>	<b>21</b>
10.1. Required Qualifications	21



10.2.Minimum commission payment	21
10.3.Statement of commissions Self-billing	21
10.4.Commission payments and bonuses	21
10.5.Adjustments for returns, cancelled orders, or insufficient supplies.	21
10.6.Data Privacy	21
10.7.No Revenue Guarantee	21
<b>11. Disciplinary Actions</b>	<b>22</b>
11.1.Disciplinary Actions	22
<b>12. Account Cancellation</b>	<b>23</b>
12.1.Effects of Cancellation	23
12.2.Cancellation Due to Non-Renewal	23
12.3.Voluntary Cancellation	23
12.4.Cancellation by the company	24
12.5.Reapplication	24
12.6.Reorganisation	24
12.7.Waiver of Rights	24
<b>13. Applicable Law, Jurisdiction and Courts</b>	<b>25</b>



# **1. Policies and Procedures Scope of Application**

## **1.1.Purpose of Policies and Procedures**

This document constitutes the Policies and Procedures governing the relationship between Luxbiotech and its Brand Ambassadors. These are the Policies and Procedures of Luxbiotech that allow Luxbiotech and its Brand Ambassadors to conduct their businesses in the most clear and efficient manner possible.

## **1.2.Incorporated into Brand Ambassador Application and Agreement**

These Policies and Procedures are referenced and incorporated into the Brand Ambassador Agreement, in their current form and as amended by Luxbiotech from time to time. The Policies and Procedures, the Membership Application (Online Application) and the Compensation Plan constitute a complete agreement (Agreement) between Brand Ambassadors and Luxbiotech.

By agreeing to these Policies and Procedures, the Brand Ambassador also agrees to the Terms of Purchase and Privacy Policy. The Brand Ambassador Agreement is deemed to be in full force and effect when the Brand Ambassador accepts these terms during the online registration process, sponsors a new Brand Ambassador or registers a Customer, places an order for products online and/or accepts a commission or bonus.

## **1.3.Changes to “Agreement”**

Luxbiotech reserves the right to modify these Policies and Procedures, the terms of application, its Compensation Plan, product and service offerings and product pricing at its sole discretion at any time. The online version is the applicable version. Luxbiotech will make available a complete and updated copy of these Policies and Procedures on its official website.

The Brand Ambassadors agree to all changes.

## **1.4.Delays in case of force majeure**

Luxbiotech shall not be responsible for any delays or inability to perform its obligations with respect to this Agreement when acts of nature and man, such as hurricanes, tornadoes, earthquakes, fires, wars, labor strikes, government actions and other circumstances preclude the ability of Luxbiotech to conduct its business.

## **1.5.Waiver**

The failure of Luxbiotech to enforce any provision of this Agreement, either as a single event or a practice, shall not be construed as a waiver or limitation of its right to subsequently enforce and compel strict compliance with every provision of this Agreement.



## **2. Brand Ambassador account**

### **2.1.Requirements to become a Brand Ambassador**

An applicant becomes a Brand Ambassador of Luxbiotech when all of the following have occurred:

- a. The applicant is of legal age of majority in the country of residence.
- b. The applicant must have a valid Identity Card or passport, or a social security number which is provided to Luxbiotech.
- c. The applicant's completed Brand Ambassador Application has been received and accepted by Luxbiotech.

Luxbiotech may at any time require the applicant to submit a copy of his/her passport, identity card. Luxbiotech reserves the right to refuse any Brand Ambassador application.

### **2.2.Application for membership, duration and renewal.**

A candidate will submit his/her online application to become a Brand Ambassador through the personal website (Webshop) of a Brand Ambassador Sponsor Luxbiotech. The online application form must be completed in full, the applicant must check the box indicating acceptance of all Policies and Procedures and pay the membership fee. Luxbiotech reserves the right to retroactively reject or deny an application for any reason.

The term of a Brand Ambassador's agreement is one year from the date of acceptance by Luxbiotech as a Brand Ambassador. The Brand Ambassador must renew his or her Brand Ambassador agreement annually by paying the renewal membership fee prior to the anniversary date of the acceptance of his or her application. Luxbiotech reserves the right to reject any Brand Ambassador renewal application.

If the renewal fee is not paid within 65 days after the expiration of the current contract term, Luxbiotech will permanently terminate the Brand Ambassador's account.

### **2.3.Registration as a commercial entity**

Most people register as individuals. Luxbiotech also allows applicants to register as a business entity: civil partnership, limited liability company and other types of entities.

To verify the status of the business entity, Luxbiotech may at any time require the applicant to submit a copy of its articles of incorporation, bylaws or other documents.

If a company presents itself as a business entity or changes ownership status from an individual to a business entity, all owners agree to be individually and jointly liable for the conduct of the business entity.

### **2.4.Only one account per Brand Ambassador**

A Brand Ambassador may not have a financial interest in more than one Luxbiotech account without Luxbiotech's written approval. However, a Brand Ambassador's spouse may have his or her own Brand Ambassador account.

### **2.5.Changes made to the account**

Account changes, as well as changes in account registration name, billing address, company name or tax ID, can be made by submitting an Account Change Form.



## **2.6. Inaccurate information in the application**

If a candidate provides inaccurate information in an application, a change request, or provides personal or business information or an identity document that constitutes inaccurate or imprecise information, Luxbiotech will revoke the membership application.

## **2.7. Independent Contractor**

Brand Ambassadors are independent contractors. They are not employees of Luxbiotech, agents of Luxbiotech, or purchasers of a franchise. The relationship between Brand Ambassadors and Luxbiotech is not an employer/employee relationship, agency relationship, partnership, or joint venture between the parties. Brand Ambassadors may not bind Luxbiotech to any employment obligation.

## **2.8. Legal Compliance**

Brand Ambassadors must comply with all state, regional and local laws, regulations and ordinances with respect to their activities as Brand Ambassadors. Brand Ambassadors are responsible for all management decisions with respect to their Brand Ambassador activities.

## **2.9. Taxes on commissions and bonuses**

Luxbiotech Brand Ambassadors are responsible for paying state and local taxes due on commissions and bonuses earned as Luxbiotech Brand Ambassadors.

## **2.10. Brand Ambassador Benefits**

Upon acceptance of a completed Brand Ambassador Application, the respective Brand Ambassador shall be entitled to the following benefits:

- a. Earn commissions and bonuses as specified in the Luxbiotech Compensation Plan.
- b. Register customers online through your personal website (Webshop).
- c. Sponsor others as Brand Ambassadors or Preferred Customers.
- d. Receive literature, communications, support and training from Luxbiotech.
- e. Obtain rewards from promotions and incentives offered by Luxbiotech.

## **2.11. No Exclusive Territory**

No exclusive territory is granted to any Brand Ambassador for sales or sponsorship purposes. No franchise is granted.

## **2.12. Multiple Agreements**

If a candidate submits several membership applications to become a Brand Ambassador, referring to several sponsors, only the first application received by Luxbiotech will be taken into account. Other membership applications will be cancelled. Luxbiotech reserves the right to refuse the application of this Brand Ambassador.



### 3. Change and transfer of the account

#### 3.1.Divorce or dissolution of a business entity

If a couple sharing a Brand Ambassador account separates or divorces, Luxbiotech will pay the commissions and bonuses calculated in the same manner until it obtains a written notice signed by both parties or a court order specifying how future earnings are to be paid.

The selling Brand Ambassador may rejoin Luxbiotech as a Brand Ambassador only six months after selling his or her shares of a Luxbiotech Brand Ambassador business.

#### 3.2.Succession in case of death or incapacity

A Brand Ambassador's account is an asset that may be inherited by death or assumed due to the Brand Ambassador's incapacity.

In the event of the death or incapacity of a Brand Ambassador, the Brand Ambassador's account, including all rights to commissions and bonuses and position in the marketing structure, as well as the Brand Ambassador's responsibilities, will pass to the benefit of the successors in right to the Brand Ambassador's account.

Luxbiotech will recognize a Brand Ambassador account transfer when the relevant successors have signed a new Brand Ambassador agreement and have provided with this new agreement certified copies of the death certificate, testament, power of attorney or other documents required by Luxbiotech. Upon acceptance by Luxbiotech, the successors will be granted all the rights and have the same obligations as Luxbiotech Brand Ambassadors.

If the Brand Ambassador account is bequeathed to more than one person, the successors shall form a business entity that will receive commissions under a single tax identification number.

#### 3.3.Assignment/transfer of a Brand Ambassador account

Assignment/transfer of a Brand Ambassador account requires the written approval of Luxbiotech. Brand Ambassador accounts are considered an exclusive and protected asset belonging to Luxbiotech. Accordingly, no Brand Ambassador may sell or transfer an account without first submitting all necessary information and documents of the transfer request to Luxbiotech for review and for approval to be granted thereafter.

The request for assignment or transfer must be submitted directly by the account holder. Requests made by Sponsors or third parties may be automatically rejected.

In the presence of a transfer that has not been duly approved by Luxbiotech, the company will not recognize any transfer or any new assignment and will not grant membership rights. The new transferee shall have no rights or power over the account. The Company also reserves the right to approve or deny transfers to the extent deemed necessary in the best interest of the Company.

No change in sponsorship structure may occur with a session or transfer.

At no time may a Brand Ambassador transfer his or her account and, at the same time, switch to and take possession of a different account. Such action will be considered a new sponsorship. If an account is transferred, its former owner shall be deemed to have resigned from his or her position with Luxbiotech. In accordance with provision 12.3, which relates to voluntary termination, the Brand Ambassador must wait 6 months before being able to acquire a new Luxbiotech account as part of a new sponsorship.





Any Brand Ambassador who wishes to acquire an interest in another Brand Ambassador's account must first cancel his or her account and wait six months before being eligible to reapply.

Brand Ambassadors are prohibited from promoting, selling, offering any account or downline position as a recruiting tool, or for any other reason. Such activity is considered network manipulation. The perpetrator of such practice or similar practices will be deemed to have violated these rules and will be subject to disciplinary action as provided in provision 11.

### **3.4.Circumvention of Policies**

At Luxbiotech's sole discretion, if it is determined that an Brand Ambassador entity was transferred or sold in an effort to circumvent the Brand Ambassador Agreement, the policies and procedures, or the compensation plan, the transfer or sale will be declared by Luxbiotech to be null and void. The ownership of the Brand Ambassador entity will revert back to the transferring owner. If necessary, action will be taken against the transferring Brand Ambassador to ensure compliance with the Brand Ambassador Agreement and the Policies and Procedures.



## **4. Conduct and ethics policies**

### **4.1.Ethics**

Brand Ambassadors are representatives of the Luxbiotech brand, and as such, their role carries with it an essential responsibility. They will conduct their business activities in a manner that respects and protects their reputation and that of Luxbiotech.

They will not engage in ungentlemanly, deceptive, fraudulent, unethical, immoral or illegal behavior or practices.

Brand Ambassadors will ensure that all their interactions with customers and prospects reflect the highest standards of integrity, honesty and ethics, while providing accurate and transparent information about Luxbiotech products and opportunities.

### **4.2.Non-Disparagement**

Luxbiotech strives to offer its Brand Ambassadors an excellent business opportunity, a rewarding commission plan, and excellent service and support. Sharing negative feedback with other Brand Ambassadors and future Brand Ambassadors will not help matters. On the contrary, such negativity will only drag everyone down!

Brand Ambassadors must not criticize, defame or disparage other Brand Ambassadors, Luxbiotech products, the Luxbiotech Commissioning Plan, or Luxbiotech management and employees. Respectful and constructive communication is essential to encourage growth and success for all.

Disagreements and constructive criticism are encouraged and appreciated by Luxbiotech. We encourage our Brand Ambassadors to communicate openly, ask questions and offer suggestions for improving our company. However, please submit all suggestions in writing to Luxbiotech. We strongly believe in the importance of constructive feedback to help us continuously improve.

Luxbiotech recognizes that each Brand Ambassador has his or her own voice and opinions. However, when expressing these opinions, please do so in a manner that is respectful of other members of the community. Personal attacks, harassment or offensive comments are not tolerated.

In short, we encourage an environment of mutual respect, collaboration and continuous improvement within our community of Brand Ambassadors. Your commitment to positive, constructive communication helps create an environment in which everyone can succeed.

### **4.3.Sponsorship and Product Sales for other network marketing companies**

In general, Brand Ambassadors may not enter into other distribution agreements with a company distributing a directly competing range of products and/or services, without the prior consent of Luxbiotech.

Brand Ambassadors may not sponsor or attempt to sponsor another Brand Ambassador in another network marketing or direct selling venture, with the exception of Brand Ambassadors they have personally sponsored. In addition, Brand Ambassadors are not permitted to use the network already established by Luxbiotech to sell products from other network marketing or direct selling companies.

Violations of these rules will result in immediate termination of the Brand Ambassador account.

### **4.4.Sponsor changes and ethics**



Sponsor changes are not permitted as they are designed to ensure stable relationships between Brand Ambassadors. However, there may be exceptional circumstances where a change of sponsor is considered, and this occurs when Luxbiotech determines that there has been unethical sponsorship on the part of the original sponsor. This section addresses these specific situations and aims to ensure that relationships between Brand Ambassadors are based on ethical and respectful principles, offering a solution for cases where the ethics of the initial sponsorship are called into question.

#### **4.5.Non-competition and unfair practices**

During the performance of the present contract and after its termination, the Brand Ambassador shall refrain, for whatever reason, from disclosing to third parties or using for personal gain any confidential information entrusted to him by Luxbiotech. Likewise, during the performance of the present contract, he/she shall refrain from using customer data for any purpose other than that for which he/she has been appointed Brand Ambassador.

The Brand Ambassador, both during the term of this contract and for twenty-four months following its termination, shall refrain from soliciting any member of the Luxbiotech network to leave this network to join another network, whether a competitor or not. It also undertakes not to use the Luxbiotech network to recruit for other activities or to promote other activities.

#### **4.6.Product Claims**

Brand Ambassadors are not permitted to say anything about Luxbiotech products that have not been included in company-produced literature. In addition, Brand Ambassadors shall never prescribe a Luxbiotech product as suitable for the treatment or cure of any condition or disease. No Brand Ambassador may make any claim regarding the therapeutic or curative properties of Luxbiotech products, except those officially approved by Luxbiotech.

Therefore, unless officially approved in writing by Luxbiotech, no Brand Ambassador may make any claims, in advertising, promotional materials, labeling, or presentations to prospective members, that Luxbiotech products are useful in the prevention, diagnosis or cure of any disease or disorder.

#### **4.7.Earnings Disclosure**

Brand Ambassadors may not disclose personal earnings, earnings of others, originals or copies of commissions and bonuses. In addition, Brand Ambassadors may not make income projections, income guarantees or express income expectations to anyone except the most recent income statements published by Luxbiotech.

Brand Ambassadors must not represent that Luxbiotech, its Commission Plan or its products have been recommended or approved by a government or government agency.

#### **4.8.Conflicts of Interest**

To preserve the integrity of Luxbiotech, its income opportunity and products, the Luxbiotech income opportunity may not be presented with other income opportunities and Luxbiotech products cannot be sold along with products of other companies at the same time.

Brand Ambassadors, during the term of the Agreement and thereafter, may not contact Luxbiotech's suppliers, service providers, research partners and/or scientific advisors.



## **5. Sponsorship and Placement in the Binary Plan**

### **5.1.Independent Relationship in the binary plan**

Under the Luxbiotech Compensation Plan, each Brand Ambassador is positioned in a binary tree and sponsorship structure.

Upline Sponsors or Brand Ambassadors only benefit from the terms of their binary genealogy or downline sponsorship structure by linking to rank qualifications, commissions or other elements presented by the Compensation Plan. All Brand Ambassadors are considered individually Independent Business Owners" (Section



2.7) and, for this purpose, do not own any other downline accounts, have any rights to any other accounts or are not authorized to access or control these accounts.

Brand Ambassadors are strictly prohibited from performing any activity on any other account without the written consent of the account holder.

### **5.2. Presentation of Policies and Procedures to the new candidate**

Sponsorship is an essential aspect of the Brand Ambassador business and confers a multitude of benefits and responsibilities. The prospective Sponsor must present each potential candidate with a copy of the most recent version of the Policies and Procedures.

### **5.3.Unauthorized Sponsor Change**

To ensure and protect the efforts, integrity, stability and longevity of the Luxbiotech Brand Ambassadors network, no change of Sponsor is authorized.

Once an account is placed in the binary plan structure, Luxbiotech protects this initial position and considers all initial positions as final.

Therefore, the only way for a Brand Ambassador to change Sponsor is to voluntarily cancel his or her account. Such cancellation must be in writing and in accordance with provision 12.3 of this document. The Brand Ambassador requesting cancellation must cease all activities as a Brand Ambassador for a minimum period of six (6) months from the date of account cancellation.

At the end of this six (6) month period of inactivity, the former Brand Ambassador may submit a new application with a new Sponsor of his/her choice. In accordance with provision 12.1, any Brand Ambassador affected by a cancellation/termination will lose all rights he/she has in relation to his/her former account.

Only in exceptional circumstances will a change of Sponsor be permitted. Examples of exceptional circumstances may include, but are not limited to, situations where an unintentional error was made in the location of the new account during registration, a Sponsor engaged in unethical, illegal or prohibited activities to sponsor a new candidate. Exceptional circumstances do not include the principles of personal disagreement.

## **6. Brand Ambassadors procedures and activities**

### **6.1.Online Store (Webshop)**

When you register as a Brand Ambassador, you will receive your personal Luxbiotech online store (Webshop) for a maximum period of one year, renewable every year. In this online store, anyone can, through you, purchase the products, register as a Preferred Customer and also be sponsored as a Brand Ambassador.



Brand Ambassadors cannot monetize your online store through affiliate programs, adsSense or other similar programs.

Brand Ambassadors may not use SEO marketing tools, tactics or advertisements (such as Google AdWords or similar services) that would cause a Brand Ambassador's online store to be displayed on top of Luxbiotech's websites.

## **6.2. Radio and TV advertising**

Brand Ambassadors are not allowed to advertise on radio and television. Brand Ambassadors may only use Luxbiotech approved sales aids: documentation, support and tools, banners, etc. and their personal websites to promote their business.

Brand Ambassadors may not create their own sales materials, advertisements or websites to promote their Brand Ambassador business.

If a Brand Ambassador chooses to create their own sales materials, literature, images, models or advertisements, Luxbiotech must approve the relevant material in writing before using it or passing it on to other Brand Ambassadors or future Luxbiotech Brand Ambassadors. All changes to approved materials must also be approved in writing by Luxbiotech prior to use or communication. Unless a Brand Ambassador receives specific written approval from Luxbiotech for the use of these materials, the request will be deemed denied.

## **6.3. Contact by phone**

Brand Ambassadors cannot talk on the phone and make the called person believe that he/she is in contact with a Luxbiotech employee, or with Luxbiotech's company.

## **6.4. Digital media**

Brand Ambassadors may upload, submit or publish any Luxbiotech related audio, video, photo or presentation content they create, as long as it is in line with Luxbiotech's values, contributes within the community for the good of all, and complies with Luxbiotech's Policies and Procedures. These communications must clearly identify you as an independent Brand Ambassador, must comply with all legal/copyright requirements, and must explicitly state that you are solely responsible for such content, not Luxbiotech.

You may not upload, submit or post any content (audio, video, photo or presentations) or any type of computer file received from Luxbiotech or captured at official Luxbiotech events or Luxbiotech owned or operated facilities without prior written permission from Luxbiotech.

## **6.5. Domain name**

Brand Ambassadors may not register or use the trade names, trademarks, copyrights, service names, service marks, product names, Luxbiotech's name or any of its derivatives for any Internet domain name.

## **6.6. E-mail**

Brand Ambassadors may not directly or indirectly send unsolicited e-mails to promote Luxbiotech, its products or its business opportunity to persons who have not given you permission to contact them regarding Luxbiotech. The information in the subject line must not be misleading in any way, and emails must not contain any revenue or product indications that are not in Luxbiotech's official and current documentation.

## **6.7. Indemnification**



Luxbiotech Brand Ambassadors indemnify and release Luxbiotech, its officers, management team, and employees and holds harmless from and against any and all claims, causes of action, judicial proceedings, administrative proceedings, lawsuits, charges, losses, damages, costs and expenses, including but not limited to court costs, reasonable fees, and expenses of attorneys and consultants which are or may be made, filed, or assessed against Luxbiotech at any time as a result of a Luxbiotech Brand Ambassador's business activities or representations made by a Luxbiotech Brand Ambassador in the operation of his or her business, from activities such as, but not limited to

- a. Non-compliance with the terms of the Luxbiotech agreement, these policies and procedures, the compensation plan of Luxbiotech, and any other rules or directives from Luxbiotech regarding the method and operation of the Luxbiotech Brand Ambassador business.
- b. Making verbal or written claims about the company, its products or services, and the Luxbiotech income opportunity that are not contained in officially produced Luxbiotech materials and literature.
- c. Fraud, misconduct or negligence
- d. Lack of adherence to state, or local laws, regulations, ordinances, rules, or actions of courts with jurisdictional authority
- e. Exceeding the limits of authority granted by Luxbiotech
- f. Engaging in activities over which Luxbiotech does not have effective control

#### **6.8. Independent Luxbiotech Logo**

Brand Ambassadors may use only the Independent Luxbiotech Brand Ambassador version of the Luxbiotech logo in communication, websites and any other items you create for yourself for personal use or for use by other Luxbiotech Brand Ambassadors. To use any other Luxbiotech logo requires written approval from the legal department of Luxbiotech.

#### **6.9. International Sales**

Brand Ambassadors can sell Luxbiotech products or share the Luxbiotech commercial opportunity only in officially open countries and territories.

#### **6.10. Internet Marketing**

It is the responsibility of Brand Ambassadors to ensure that their online marketing materials and activities are truthful, not fraudulent or misleading. Misleading or deceptive websites and web promotion activities are not permitted.

These activities include link spam (or blog spam), unethical search engine optimisation (SEO) techniques, misleading click-through ads, unapproved banner ads, and unauthorised and press releases. Luxbiotech will be the sole determiner of when these activities are compliant or when they are misleading or fraudulent..

#### **6.11. Media Interviews**

Brand Ambassadors are not permitted to grant radio, television, newspaper, magazine, or web-based interviews or make any statements to the public media or distribute any form of press release that includes information about Luxbiotech, its products or income opportunity without the express written permission of Luxbiotech in advance.



#### **6.12.No Spam Policy**

Luxbiotech prohibits unsolicited email, text messaging, and instant messaging or faxes relating to Luxbiotech's income opportunity, products and services. Brand Ambassadors who violate this policy are subject to termination, suspension and/or other disciplinary actions.

#### **6.13. Authorization for publication**

By entering and/or renewing an Brand Ambassador Agreement, Brand Ambassadors agree that Luxbiotech may use their names, testimonials, quotes, stories, conversations, social networking discussions and comments, photographs, videos, or likenesses in any print or electronic publicity, marketing, or promotional purposes without remuneration.

#### **6.14.Reporting Errors**

If a Brand Ambassador believes that errors have been made in the qualification or calculation of commissions and bonuses, the Brand Ambassador must contact Luxbiotech in writing within 60 days of the error or incident. Luxbiotech is not responsible for any omissions or errors that are not reported within 60 days.

#### **6.15.Reporting Policy and Procedures Violations**

Brand Ambassadors must report directly to Luxbiotech any and all observed policy violations. Policy violations should be reported in writing to the Luxbiotech Compliance Department with details and supporting documents.

#### **6.16.Social Networking**

Brand Ambassadors may use social networking sites (Facebook, LinkedIn, Pinterest, Instagram and other social media sites) to present the Luxbiotech business opportunity for prospecting and sponsorship purposes.

However, the sale or offer of Luxbiotech products is prohibited on these sites.

The Brand Ambassador shall ensure that he/she presents him/herself as an Independent Luxbiotech Brand Ambassador on his/her profiles. The Brand Ambassador will refrain from any inappropriate comments, conversations, images, video, audio or content that is discriminatory, disrespectful, offensive or misleading. Any banners or advertising images used on these sites must be current and must be available in the Luxbiotech library for Brand Ambassadors. If the Brand Ambassador provides a link on these sites, this link will be to his or her personal website (Webshop).

The determination of what is inappropriate is at the sole discretion of Luxbiotech. Violating Brand Ambassadors will be subject to disciplinary action and/or account termination.

#### **6.17. Online spam activities**

Brand Ambassadors are prohibited from engaging in or using mass solicitation or spamming of individuals or groups through social media platforms. Paid advertisements, "clickbait" marketing or similar tactics used on social media platforms are also prohibited.

#### **6.18. Telemarketing**

Brand Ambassadors who solicit products by telephone must comply with all state regulations applicable to telephone marketing and solicitation. Brand Ambassadors must not use automatic telephone dialing equipment capable of dialing stored telephone numbers or automatically generating random or sequential telephone numbers.

#### **6.19.Trademarks**





Brand Ambassadors may not use any of Luxbiotech's trade names, trademarks, copyrights, or designs without having first received in writing permission from Luxbiotech to do so, with the exception of the Independent Luxbiotech logo as referenced in section 6.8.

Unless specifically mentioned in these Policies and Procedures, Brand Ambassadors are prohibited from using the "Luxbiotech" names or derivations on these names in materials created by or for Brand Ambassador use without written permission from Luxbiotech.

Brand Ambassadors may not use the "Luxbiotech" and "Luxbiotech" names in any form in website names, website extension names, email addresses, or tag lines. Examples of such use are myLuxbiotech.com , Luxbiotechproducts.com, and LuxbiotechFrance, etc.

Brand Ambassadors are not permitted to register words, groups of words, names, or images as copyrights, trademarks or domain names to promote Luxbiotech, their Luxbiotech businesses, or their Luxbiotech sales organizations. Brand Ambassadors who register these items agree to assign to Luxbiotech any such copyrights, trademarks, or domain name applications or registrations to Luxbiotech. Brand Ambassadors assign any and all rights you may have to or in any such intellectual property to Luxbiotech. Further, Brand Ambassadors agree that Luxbiotech may seek to register such words, groups of words, names, or images as copyrights, trademarks, or domain names.

#### **6.20.Training Others**

Brand Ambassadors who sponsor others are expected to provide training and assistance to personally enrolled Brand Ambassadors and other Brand Ambassadors in their downlines. Luxbiotech will make literature available to Brand Ambassadors to help train new Brand Ambassadors.

Only training materials available from Luxbiotech may be used by Brand Ambassadors while training others.

If Brand Ambassadors choose to create their own materials to train others, this material must be approved in writing by Luxbiotech before it is offered to others. In addition, all changes to Brand Ambassador-developed training materials must be approved in writing by Luxbiotech before amended materials are presented to others.

Brand Ambassadors may not sell, distribute or duplicate Luxbiotech training courses, events, speeches or presentations recorded on audio or videotape without obtaining prior written permission from Luxbiotech.

#### **6.21.Unauthorised external websites**

Luxbiotech provides Brand Ambassadors with an official Internet platform (online store or Webshop) and a back office. These sites contain appropriate resources, information and tools that allow Brand Ambassadors to promote the products and the business opportunity.

The restriction on the creation of external websites is intended to ensure that there is no unfair competition online. The presence of unauthorized websites creating confusion and contradictory information can have a negative impact on the image of the Luxbiotech brand.

Brand Ambassadors are representatives of the Luxbiotech brand, and as such, their role is to maintain the consistency and integrity of online communication. The aim is to maintain a level of equivalence between all Brand Ambassadors, helping to preserve the brand's image and ensure a positive, consistent customer experience.



Consequently, websites created by Brand Ambassadors (websites not belonging to Luxbiotech) are not authorized.

## **7. Sales**

### **7.1.Product Sales Requirements**

To be eligible for commissions and bonuses, Brand Ambassadors must meet the Personal Sales Volume (PSV) and Customer Sales Volume (PCSV) requirements as specified in the Luxbiotech Compensation Plan.

### **7.2.No Territories**

No exclusive territories are granted to any Brand Ambassador for sales or sponsoring purposes. No franchise is granted.

### **7.3.Repackaging or Relabeling**

Brand Ambassadors are not permitted to repackage or relabel products, or alter the labels in any way of products or sales aids purchased from Luxbiotech.

Brand Ambassadors may add a personalized label with contact information as long as this label does not replace or obscure the existing Luxbiotech label.

### **7.4.Retail Stores and Service Establishments**

Luxbiotech products may not be sold in retail stores.

As for service establishments (wellness consulting, coaching, wellness sector, etc.), they may sell the products but in no case may they display the products visible from outside their premises.

### **7.5.Stockpiling**

The Luxbiotech Brand Ambassador program depends on the sale of products to consumers. As such, all forms of stockpiling or product loading are discouraged. Luxbiotech understands that Brand Ambassadors may wish to purchase products for their own use in reasonable amounts and to share with prospective recruits and customers. However, Luxbiotech specifically prohibits the purchase of products in unreasonable amounts solely in an attempt to qualify for activity and advancement in its compensation plan.

### **7.6.Trade Shows, Fairs, Exhibitions**

Brand Ambassadors may participate in trade shows, fairs, exhibitions, for the purpose of distributing literature and selling Luxbiotech products as long as Luxbiotech products and their business opportunity are not offered at a booth or point of sale of other network marketing companies. Brand Ambassadors will respect the particular conditions of sale for trade shows and fairs. Only marketing materials produced or approved by Luxbiotech may be displayed or distributed.

### **7.7.Unauthorised sales platform**

Brand Ambassadors may not feature or sell Luxbiotech products on eBay, Amazon, etc. or any other online site or knowingly authorise a third party to do so for them.



Outside of a Brand Ambassador's Webshop, Brand Ambassadors may not feature or sell specific Luxbiotech products or product groups through an online retail store or personal website, or knowingly authorise a third party to do so on their behalf.

## **8. Placing Orders**

### **8.1. Online payment**

For online orders, Luxbiotech accepts credit cards (Visa, Mastercard) and other payment methods available in the shopping cart.

### **8.2. Sending the order**

Product orders will generally ship within two to five (2-5) business days of order, but shipping times may vary and may sometimes be subject to carrier delays. For any questions regarding the status of an order, the Brand Ambassador will contact Customer Service by sending an email to [support@luxbiotech.com](mailto:support@luxbiotech.com).

### **8.3. Receipt of order**

Upon receipt of the order, Brand Ambassadors must inspect the products to ensure that the order is complete and in good condition. Any anomalies observed in orders (damaged or missing products, uneven quantities, etc.) must be reported immediately to Luxbiotech.

### **8.4. Product stock**

If an item is no longer available, Customer Service will contact the Brand Ambassador in question and the missing product will be shipped as soon as it becomes available and at no additional cost.

### **8.5. Modification of orders**

Orders are processed as quickly as possible, so it is sometimes difficult to change an order once it has been processed. For any modification or cancellation requests, Brand Ambassador will contact Customer Service by email at [support@luxbiotech.com](mailto:support@luxbiotech.com).

### **8.6. Taxes on orders**

To comply with value added tax (VAT) laws or other international taxes, Luxbiotech must collect the sales tax due on online orders shipped. Brand Ambassadors and Customers must pay value added tax when placing the order online. The applicable value added tax rate is based on the address to which the items are shipped. Sales tax will be calculated by the Company at the time of order processing.

### **8.7. Non-payment of orders**

Online orders will not be processed in case of non-payment. In addition, unpaid orders will not be considered in commission calculations. It is the responsibility of each Brand Ambassador to ensure that their orders are paid in full.

### **8.8. Order limits for commission calculations**

To be considered for the monthly calculation of Commissions, all orders must be received no later than 11:59 p.m. on the last day of the calendar month, Central European Time.



## 9. Returns

### 9.1. Customer Return Policy

Customers may purchase directly from a Brand Ambassador's Personal Website or from a Brand Ambassador directly.

If a customer purchases products from a Brand Ambassador's Webshop and wishes to return an item for exchange or refund for any reason, he/she may do so on the condition that the return is received by Luxbiotech within 30 days of the order date. The customer must request a Return Merchandise Authorization (RMA) number from Luxbiotech prior to returning the product.

Returned products must reach Luxbiotech within two weeks of the RMA issuance date. Luxbiotech will issue a refund directly to the customer for the cost of the product, excluding shipping and handling charges for the original order, or will send a replacement product in exchange if requested.

### 9.2. Brand Ambassador Return Policy

Luxbiotech provides a 100% money back guarantee on the first Brand Ambassador order containing Luxbiotech products, if the items are returned within 30 days of purchase.

On all other orders placed by Brand Ambassadors, Luxbiotech offers a money-back return (less shipping and handling) for items returned for a refund or exchange that are received by Luxbiotech within 30 days of shipment by Luxbiotech.

Brand Ambassador must request an RMA number from Luxbiotech before returning the items. Returned products must reach Luxbiotech within two weeks from the date of issuance of the RMA

A Brand Ambassador may return up to 300 € in products in a calendar year for a refund before the company may consider the return for refund to be a request to cancel the Brand Ambassador's Agreement.



## 10. Payments

### 10.1.Required Qualifications

Brand Ambassadors will earn commissions and bonuses according to the rules of the Luxbiotech Compensation Plan.

### 10.2.Minimum commission payment

When a Brand Ambassador's earnings are less than 10 €, a payment will not be issued to the Brand Ambassador. Instead, the earnings will be held until the Brand Ambassador's earnings are 10 € or more. At that time, any unpaid earnings that previously totaled less than 10 € will be paid out

### 10.3.Statement of commissions Self-billing

Luxbiotech will generate a self-bill as a payment invoice or commission statement on behalf of each Brand Ambassador. This document will summarize the commissions generated during each payment period. It can be downloaded from the back office of each Brand Ambassador.

### 10.4.Commission payments and bonuses

Luxbiotech will pay commissions through a payment processor's platform, or, at its discretion, using other forms of payment. Luxbiotech will pay monthly commissions using the Luxbiotech payment gateway.

### 10.5.Adjustments for returns, cancelled orders, or insufficient supplies.

On all product returns by customers or by Brand Ambassador, commissions will be adjusted. Commissions will also be adjusted to collect any underpayments of amounts due, including applicable sales tax.

When products are returned or orders are canceled, adjustments will be made to the current month's sales volumes of the respective Brand Ambassador and the upline Brand Ambassadors.

### 10.6.Data Privacy

Luxbiotech will supply information to each Brand Ambassador regarding his or her downline sales organization, product purchases, and sales volumes. The Brand Ambassador agrees that this information is proprietary and confidential to Luxbiotech, that it is provided to Brand Ambassadors in confidence, and that he or she will not disclose this information to any third parties directly or indirectly or use this information to compete with Luxbiotech directly or indirectly. The Brand Ambassador and Luxbiotech agree that, but for this agreement of confidentiality and nondisclosure, Luxbiotech would not provide the above confidential information to the Brand Ambassador

### 10.7.No Revenue Guarantee

Luxbiotech does not guarantee the success or the amount of revenue that any Brand Ambassador will generate from his or her Luxbiotech business.



## 11. Disciplinary Actions

### 11.1. Disciplinary Actions

Luxbiotech reserves the right to take disciplinary action against Brand Ambassadors who violate any of Luxbiotech's Policies and Procedures, the Compensation Plan, including any illegal, fraudulent, deceptive or unethical behaviour.

Actions by Luxbiotech may include one or more of the following disciplinary actions:

- a. Written warnings.
- b. Requiring the Brand Ambassador to take immediate corrective actions.
- c. Sanctions, which may be imposed immediately or deferred to be paid from future commission and bonuses.
- d. Suspension of earnings from one or more commission periods.
- e. Suspension of all rights and privileges as a Brand Ambassador for a specific period of time.
- f. Prohibiting the Brand Ambassador from placing orders for products or services offered by Luxbiotech.
- g. Prohibiting the Brand Ambassador from sponsoring new Brand Ambassadors, contacting current Brand Ambassadors, or attending meetings of Brand Ambassadors.
- h. Reassignment of all or a portion of a Brand Ambassador's downline organization.
- i. Reinstatement with conditions or limitations.
- j. Termination of the Brand Ambassador's Account with Luxbiotech.
- k. Other sanctions that Luxbiotech determines are warranted to equitably resolve injuries that were caused partially or exclusively as a result of the Brand Ambassador's violation or breach of the Brand Ambassador Agreement.
- l. Legal proceedings for monetary or equitable relief.



If the Brand Ambassador's Account is canceled, the Brand Ambassador will not be entitled to recover any earnings that were withheld during the investigatory period.

## **12. Account Cancellation**

### **12.1. Effects of Cancellation**

As long as a Brand Ambassador complies with the terms of the Brand Ambassador Agreement, including these policies and procedures, Luxbiotech shall pay commissions and bonuses in accordance with the Luxbiotech compensation plan.

Cancellation is the loss of all rights as a Brand Ambassador. These rights include the right to sell Luxbiotech products and services, the right to receive future commissions, bonuses, and other income from personal sales and the sales of others in the Brand Ambassador's downline, the rights to use previously approved advertising, and the right to represent oneself as an Brand Ambassador of Luxbiotech.

Cancellation may occur due any one of the following:

- a. Non-renewal of the Brand Ambassador's account.
- b. Voluntary cancellation of the Brand Ambassador's account.
- c. Non-voluntary cancellation of the Brand Ambassador's account.

When a Brand Ambassador's account is terminated, the account holder will no longer have any benefits, rank, selling rights, sponsorship, commissions, bonuses or other income.

Brand Ambassadors and Customers of this cancelled account will join the first active sponsor in the upline..

### **12.2. Cancellation Due to Non-Renewal**

A Brand Ambassador will voluntarily terminate his or her Brand Ambassador account upon failure to pay the renewal fee no later than 30 days after the anniversary date of his or her Brand Ambassador account.

Notwithstanding the foregoing, Luxbiotech reserves the right not to accept a Brand Ambassador's request to renew his or her Brand Ambassador account..

### **12.3. Voluntary Cancellation**

A Brand Ambassador has the right to cancel his or her Brand Ambassador account at any time for any reason. The Brand Ambassador's request to cancel an account must be in writing and include the Brand Ambassador's full name, address and signature.



A Brand Ambassador may elect to reapply as a new Brand Ambassador six (6) months after account cancellation.

#### **12.4.Cancellation by the company**

If necessary, Luxbiotech may terminate a Brand Ambassador account. Violations by a Brand Ambassador of any of the terms of the Agreement, including any modifications made by Luxbiotech, or violations of state or local laws, Policies and Procedures that relate to Luxbiotech's business may result in one or more of the penalties listed in Section 11.1, including non-consensual termination of your Brand Ambassador account.

In extreme situations of violations by a Brand Ambassador, Luxbiotech reserves the right to seek legal remedies, including reimbursement of expenses, attorneys' fees and court costs for violations, as well as seek other remedies, redress and damages.

In the event of termination by the Company of a Brand Ambassador account for cause, Luxbiotech will send notice by certified mail to the Brand Ambassador at the address of record. Upon receipt of this notice, the Brand Ambassador will immediately cease all activities and remove any websites promoting his or her activities as a Brand Ambassador.

If a Brand Ambassador wishes to appeal a termination by the Company, Luxbiotech must receive the appeal in writing within 14 days of receipt of the termination. If Luxbiotech does not receive a written appeal within this period, the cancellation decision will be final.

#### **12.5. Reapplication**

Acceptance of any new application from a Brand Ambassador whose account has been terminated or the application of a family member of a Brand Ambassador whose account has been terminated is at the sole discretion of Luxbiotech and may be declined.

#### **12.6.Reorganisation**

Luxbiotech expressly reserves the right to terminate all Brand Ambassador Agreements upon thirty (30) days written notice in the event it elects to (a) dissolve as a corporate entity; or (b) terminate distribution of its products and/or services through direct selling.

#### **12.7.Waiver of Rights**

Upon cancellation, termination or non-renewal, Brand Ambassadors agree to forfeit all rights, including but not limited to bonuses, commissions or other compensation for the sales and other activities of their (their former organisations).





### **13. Applicable Law, Jurisdiction and Courts**

These Policies and Procedures, as well as all agreements entered into by Luxbiotech and its Brand Ambassadors, are governed by Luxembourg law and bind the successors and assigns of both parties.

The courts of Luxembourg shall have exclusive jurisdiction to settle any dispute that may arise out of or in connection with this Agreement or its execution and performance.

Luxbiotech may, upon notice, terminate the account of the Brand Ambassador who, in his or her capacity as Brand Ambassador, initiates any legal action or proceeding, or induces or facilitates a governmental agency to initiate an action against Luxbiotech, any affiliate or subsidiary that Luxbiotech deems, in its sole discretion, without basis in fact or law.