

Limbic Arc™, LLC

Terms & Policies

1. **Parties.** Independent Affiliates shall be referred to herein as “Affiliate”, “You”, or “Your”. Limbic Arc, LLC shall be referred to as “Limbic Arc” or the “Company.”
2. **Construction.**
 - The singular shall include the plural and the masculine shall include the feminine, and vice versa;
 - Policy headings are for reference purposes only and shall not be given substantive effect;
 - Affiliates have had the opportunity to confer with counsel, so no interpretation shall favor the drafting party.
3. **Integration.** Any promises, representations, offers, or other communications not set forth in the Agreement are of no force or effect.
4. **Affiliates’ Rights.** As an independent Affiliate for Limbic Arc, Affiliate has the rights to solicit orders for Limbic Arc products;
 - to sell Limbic Arc products;
 - to participate in Limbic Arc’s compensation plan if Affiliate qualifies; and
 - to Recruit new Affiliates and build a sales organization.
5. **Adherence to the Agreement.** Affiliates must comply with the Agreement. If Affiliate has not yet reviewed the Terms & Policies at the time Affiliate executes this Agreement, they are posted in Affiliate’s Back Office. Affiliate must review the Terms & Policies within five days from the date on which Affiliate executes this Agreement. If Affiliate does not agree to the Terms & Policies, Affiliate’s recourse is to notify the Company and cancel their Limbic Arc Agreement. Failure to cancel constitutes Affiliate’s acceptance of the Terms & Policies. Affiliate must not be in violation of the Agreement to be eligible for bonuses or commissions from Limbic Arc.
6. **Definitions.** The following meanings as used in the Agreement shall be ascribed to these terms:

- **“Affiliated Party”** – an individual or Business Entity that has an ownership interest in, or formal or informal management responsibility for, a Business Entity or a household member of an Affiliate.
- **“Agreement”** – The contract between Limbic Arc and Affiliates. It is comprised of: 1) the Affiliate Application & Agreement; 2) these Terms & Policies; 3) the Arbitration & Dispute Resolution Policy; 4) The Business Entity Addendum (applicable only to Affiliates that operate as a Business Entity; and 5) the Limbic Arc Compensation Plan, each in their current forms and as modified in the future. The most current version of each of these documents are available in the Compliance & Legal section of the Company’s website. The Agreement is a contract, so you should be certain you understand each provision before you execute the Agreement. You may retain counsel to assist you if you wish.
- **“Bonus Buying”** – the purchase to qualify for rank advancement or maintenance, incentives, prizes, commissions, or bonuses that are not driven by bona fide product purchases by end users for actual use.
- **“Business Entity”** – a corporation, partnership, limited liability company, trust, or other form of legal entity, other than a sole proprietorship or partnership, that owns, operates, or controls a Limbic Arc business.
- **“Company”** means Limbic Arc, LLC.
- **“Confidential Information”** – the identities, contact information, and/or sales information relating to Limbic Arc’s Affiliates and/or Customers: (a) that is contained in or derived from any Affiliates’ respective Affiliate Back Office; (b) that is contained in or derived from any reports issued by Limbic Arc to Affiliates; and/or (c) to which an Affiliate would not have access or would not have acquired but for their affiliation with Limbic Arc. Confidential Information belongs exclusively to Limbic Arc and is provided to Affiliates in strict confidence.
- **“Cross Recruiting”** is an effort to Enroll an Affiliate who is Enrolled under another Affiliate.
- **“Dispute”** means a disagreement between the Company and an Affiliate (s) which triggers the execution of the Dispute Resolution process.
- **“Good Standing”** – a Limbic Arc business that: (1) is current on all payments and fees owed Limbic Arc; and (2) has not been under disciplinary investigation, probation, or sanction for the immediately preceding 12 consecutive calendar months.
- **“Network Marketing”** – a business that utilizes a single or multi-level compensation formula to compensate its sales force and members of the sales force may recruit others to serve as independent contractor salespersons, or consumers for the business.

- **“Personal Information”** – information that identifies an individual, permits anyone to contact the individual, or the financial information of such individual. By way of example, and not limitation, it includes a customers’, potential customers’, Affiliates’ and prospective Affiliates’ name, address, email addresses, phone number, credit card and/or banking information, social security or tax identification number, and other information associated with these details.
 - **“Recruit” or “Recruiting”** – the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, a Limbic Arc Affiliate, or customer to enroll or participate in a Network Marketing Business. This conduct constitutes Recruiting even if an Affiliate or former Affiliate’s actions are in response to an inquiry made by another Affiliate, Affiliate, or customer. An action that is reasonably foreseeable to result in causing another Affiliate, or customer to contact an Affiliate or former Affiliate (“Individual X”) about Individual X’s non-Limbic Arc business activities or products is “Recruiting.”
 - **“Tool(s)”** – Promotional material used to assist in promoting goods, services, or a business program. Examples of Tools include, but are not limited to, printed materials, websites, social media posts, audio and video recordings, and mobile applications. Social media postings shall not require the Company’s written preapproval but must adhere to all the Company’s Policies.
7. **Changes to the Agreement.** The Company reserves the right to change the Agreement as reasonably necessary. Changes shall be effective 30 days after notice of the changes and publication of the notice in Affiliates’ Back Offices, but changes shall not apply retroactively to conduct that occurred prior to the effective date of the changes. If an Affiliate does not agree to any change, the Affiliate’s recourse is to cancel their Limbic Arc Agreement.
8. **Independent Contractor Status.** Affiliates are independent contractors and not employees, partners, legal representatives, or franchisees of Limbic Arc. Affiliates are responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long- distance telephone, and other business expenses. AFFILIATE SHALL NOT BE TREATED AS AN EMPLOYEE OF LIMBIC ARC FOR FEDERAL OR STATE TAX PURPOSES. Limbic Arc shall not withhold or deduct FICA, or taxes of any kind from Affiliate’s compensation. Affiliates are not entitled to workers compensation or unemployment security benefits.

9. **Territories.** Limbic Arc does not have “territories,” Affiliates may operate in any geographic location in which the Company is doing business,
10. **Assignment of Rights and Delegation of Duties.** Neither party shall assign its rights nor delegate its duties under the Agreement without the prior written authorization of the other Party. Notwithstanding the foregoing, if the assets of Limbic Arc, or a controlling ownership interest in Limbic Arc, is transferred to a third party, Limbic Arc may assign its rights and delegate its duties and obligations to all Affiliates to such third party as part of the transfer and need not obtain Affiliates’ prior written authorization.
11. **Waiver.** Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.
12. **Waiver of Right of Publicity.** Affiliates grant Limbic Arc an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Affiliates waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.
13. **Minimum Age.** Persons under age 18 may not become Affiliates.
14. **Severance.** If any provision of the Agreement, in its current form or as changed in the future, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed by the Company to the least extent necessary to bring it in compliance with the law.
15. **First Breach Rule.** The existence of any claim or cause of action of Affiliate against Limbic Arc for a breach of this Agreement shall not constitute a defense to the Company’s enforcement of any term or provision of the Agreement.
16. **Term and Renewal of a Limbic Arc Business.** The term of this agreement is one year. Limbic Arc reserves the right to terminate all Affiliate Agreements upon 30 days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via Network Marketing channels.

17. Maryland Residents: A participant may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant.

18. Puerto Rico Residents: Affiliate may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Affiliate cancellation may be sent to the Company in writing and sent via registered mail. If an Affiliate cancels under these conditions, the Company shall: (a) Reacquire the total of the products that the Affiliate purchased from the Company which are in their possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to Affiliate not less than ninety percent (90%) of the original net cost of any services that the Affiliate acquired from the Company; (c) Return 90% of any sum paid by the Affiliate for the purpose of participating in the business.

19. General Conduct. Affiliates are responsible for obtaining all licenses (including but not limited to copyright licenses) necessary for republication of third-party content (music, etc.) that they utilize. In addition, Affiliates shall safeguard and promote the good reputation of Limbic Arc in both their personal and professional capacities. In their personal and professional capacities, Affiliates must avoid conduct that is illegal, deceptive, misleading, or conduct that is reasonably viewed as unethical or immoral. Affiliates, in their personal or professional capacities, shall not perform any act or omission that a reasonable person would believe is more likely than not to damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that violates this provision, and the following list is not a limitation of prohibited conduct, the following examples are acts that, if taken by an Affiliate in their personal or professional capacities, are specifically prohibited under this policy:

- Engaging in felonious criminal conduct;
- Engaging in conduct that causes physical harm to a person or property;
- Making statements relating to Limbic Arc or its products that are deceptive, untruthful, unfair, or misleading;
- Making any implied or express representation that any state or federal government official, agency, or body has approved or endorses Limbic Arc, its program, or products;

- Engaging in conduct that could reasonably be foreseen to damage the Company's reputation or the culture that exists within the field sales force;
- Engaging in conduct that may reasonably be considered bullying, sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party;
- The unwanted disclosure of a third-party's personal information;
- Publicly promoting a social, political, or religious agenda that may reasonably be foreseen as controversial.

20. Social Media. In addition to meeting all other requirements specified in these Terms & Policies, if an Affiliate utilizes any form of social media in connection with their Limbic Arc business, including but not limited to Facebook, Twitter, Instagram, YouTube, TikTok, message boards, blogs, wikis, podcasts, cloud-based chat, audio and video communications, applications and methods that have content based on user participation and user-generated content, the Affiliates agrees to each of the following:

- Affiliate shall obtain all licenses (including, but not limited to copyright licenses) for any third-party content they utilize;
- Affiliates are responsible for the content of all material that they produce and all of their postings on any social media site, as well as all postings on any social media site that they own, operate, or control;
- Affiliate shall not post or link to or from any content that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party;
- No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media site must link only to the Affiliate's Limbic Arc replicated website, Limbic Arc's corporate website or an official Limbic Arc corporate social media page;
- Affiliate shall follow the social media site's terms of use;
- Any social media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote Limbic Arc's products, or the Limbic

Arc opportunity may not link to any website, social media site, or site of any other nature that promotes the products, services, or business program of any Network Marketing company other than Limbic Arc;

- During the term of the Agreement and for 12 calendar months after the cancellation of an Affiliate's business for any reason, an Affiliate shall not take any action on any social media site on which have discussed or presented Limbic Arc's products or the Limbic Arc business that may reasonably be foreseen to draw an inquiry from Limbic Arc's Affiliates relating to the Affiliate's other Network Marketing business activities or products. Violation of this provision shall constitute a violation of the Nonsolicitation provision;
- If an Affiliate creates a business page on any social media site to promote or relates to Limbic Arc, its products, or opportunity, the page may not promote or advertise the products or opportunity of any other network marketing business other than Limbic Arc and its products. If the Affiliate's Limbic Arc business is cancelled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the page;
- Affiliate shall not post any content, or link to or from any content of a third party, that promotes a social, religious, or political agenda;
- Affiliates shall respect the privacy of other social media users. Affiliates shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections, shaming, or bullying others.

21. Tool(s). Affiliates may create their Tool(s) to promote their Limbic Arc business or Limbic Arc's products and services' Affiliates Tool(s) must comply with each of the following:

- Tool(s) must clearly and conspicuously identify the Affiliate who is using the Tool(s) and must clearly and conspicuously disclose that they are a Limbic Arc Independent Affiliate, and that the Tool(s) is not created or sanctioned by Limbic Arc.
- Upon cancellation of an independent Affiliate's Limbic Arc Agreement for any reason, the former Affiliate must immediately discontinue using the Tools and/or making them available to other Affiliates;
- Tool(s) must exclusively promote Limbic Arc's products and Limbic Arc's opportunity;
- Tool(s)s must comply with all provisions of these Terms & Policies.

22. Trademarks and Copyrights. The name "Limbic Arc" and other names as may be adopted by the Company are proprietary trade names, trademarks, and service marks of Limbic Arc. The Company grants Affiliates a limited license to use its trademarks and trade names in promotional material in accordance with these

Policies for so long as an Affiliate's Agreement is in effect. Upon cancellation of an Affiliate's Agreement for any reason, the license shall expire, and the Affiliate shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may an Affiliate use any of Limbic Arc's trademarks or trade names in any email address, website domain name, social media handle, or social media name or address.

Limbic Arc commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Affiliates, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Affiliates may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material is also copyrighted. Affiliates shall not copy any such materials for their personal or business use without the Company's prior written approval.

Affiliates shall not utilize any third party's content without first obtaining a license to utilize such content.

23. Service-Related Establishments. Affiliates may promote and sell Limbic Arc products in service-related establishments. A service-related establishment is one whose primary revenue is earned by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists, veterinarians, and other health professionals; health clubs or fitness centers; beauty salons; and any other business where customer use of the establishment is controlled by membership or appointment. Limbic Arc reserves the right to make the final determination as to whether an establishment is service-related or is a proper place for the sale of its products.

24. Change of Enroller. The only means by which Affiliates may legitimately change their Enroller are by voluntarily canceling their Limbic Arc business in writing, and if the Affiliate is at the Manager 1 or lower, must not engage in any Limbic Arc business activity for six calendar months. Affiliates at the Manager 2 rank or higher must not engage in any Limbic Arc business activity for 24 calendar months.

Following the inactivity period, the former Affiliate may reapply under a new enroller. The Affiliate will lose all rights to their former downline organization upon their

cancellation.

25. Cross Recruiting. Cross Recruiting is prohibited.

26. Waiver of Claims. In cases wherein an Affiliate improperly changes their Enroller or has an interest in two Limbic Arc businesses, Limbic Arc shall determine the final disposition of the downline organization that was developed by the violating Affiliate. AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST LIMBIC ARC, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM LIMBIC ARC'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN AFFILIATE WHO HAS IMPROPERLY CHANGED THEIR ENROLLER OR HELD AN INTEREST IN TWO OR MORE BUSINESSES.

27. Product Claims. Affiliates must not make claims, including but not limited to testimonials, about Limbic Arc's products or services that are not contained in official Limbic Arc literature or posted on Limbic Arc's official website. Under no circumstances shall an Affiliate state or imply that any Limbic Arc software is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

28. Testimonials. If an Affiliate makes a testimonial in connection with Limbic Arc's products, the Affiliate must adhere to each of the following:

- The Affiliate making the testimonial must clearly and conspicuously disclose that he/she is an independent Affiliate for Limbic Arc;
- The testimonial must be true and accurate, and must disclose all additional material information that impacted their change (e.g., changes in lifestyle, eating or exercise habits, surgery etc.);
- No testimonial may be made relating to use of the Company's products and their impact on the any health condition suffered by the individual making the testimonial.

29. Compensation Plan and Program Claims. When presenting or discussing the Limbic Arc compensation plan, Affiliates must make it clear to prospects that financial success in Limbic Arc requires commitment, effort, and sales skill. Conversely, Affiliates must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- *“It’s a turnkey system.”*
- *“The system will do the work for you.”*
- *“Just get in and a downline will build through spillover.”*
- *“Just join and I’ll build your downline for you.”*
- *“The Company does all the work for Affiliate.”*
- *“Affiliates don’t have to sell anything.”*
- *“All Affiliates have to do is buy a subscription every month.”*

The above are just examples of improper representations about the compensation plan and the Company’s program. It is important that Affiliates do not make these, or any other representations, that could lead a prospect to believe that they can be successful as an Affiliate without commitment, effort, and sales skill.

30. Earnings Claims. Affiliates must never lead anyone to believe that they (the listener) may or will achieve a given level of financial success through a Limbic Arc business. If an Affiliate alludes in any way to the Limbic Arc income he/she enjoys or the Limbic Arc income opportunity he/she must also provide a copy of Limbic Arc’s current Income Disclosure Statement (the “IDS”) available in the Compliance & Legal section of the Company’s website. Affiliates may disclose their own annual income earned from Limbic Arc for the prior year only so long as the disclosure is completely truthful and accurate. The Affiliate making the claim must also provide the most current version of the IDS. Affiliates shall not refer to their income as “profit” as Limbic Arc does not have information relating to Affiliate’s expenses, so “profit” is not disclosed on the IDS. If a claim alluding in any way to income earned from Limbic Arc is made on the internet, including but not limited to social media, the claim must:

- Provide a link to the IDS;
- Include the statement: “To view the generally expected financial result, see the Limbic Arc income disclosure statement available in the Compliance & Legal section of the Company’s website;”
- The above statement and link must be clear and conspicuous. That means the disclosure and link must be on the same page as the earnings claim and immediately adjacent to, or following, the claim. The audience must not have to scroll to another page to find the disclosure and link;
- The statement and link must be printed in a color that contrasts with the background on the social media page (we suggest black font with a white background);
- There must be no additional text or graphics near the statement and link to distract the audience;

- Instagram does not allow active links to be placed in a post. Therefore, if an income claim is made on Instagram, the disclosure must state: “To view the generally expected financial result, see the Limbic Arc income disclosure statement. Link in bio.”; and
- If a claim is made on Instagram, the Affiliate must clearly and conspicuously post a link to the IDS on the first page of their bio.

Examples of lifestyle claims include, but are not limited to, representations (through ANY media, including visual media such as pictures) that an Affiliate was able to quit their job, put children in private school, acquire material possessions, or travel due to their Limbic Arc income.

Note: the phrase “financial freedom” has become toxic in the regulatory environment and is never permitted.

31. Media Inquiries. Affiliates must not interact with the media regarding the Limbic Arc business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to legal@limbicarc.com.

32. Nonsolicitation. Affiliates are free to participate in other Network Marketing Business. However, during the term of this Agreement and for one year thereafter, except for an Affiliate’s personally Enrolled downline Affiliates, an Affiliate or former Affiliate may not directly or indirectly Recruit other Limbic Arc Affiliates, Affiliates, or Customers for any other Network Marketing Business.

If an Affiliate is engaged in another business, it is the responsibility of the Affiliate to ensure that their Limbic Arc business is operated entirely separate and apart from all other businesses and/or Network Marketing programs. To this end, the Affiliate must not:

- Display Limbic Arc promotional material, sales aids, or products with or in the same location as, any non-Limbic Arc promotional material or sales aids, products, or services;
- Offer the Limbic Arc opportunity, products, or services to prospective or existing Customers or Affiliates in conjunction with any non-Limbic Arc program, opportunity, or products;
- Offer, discuss, or display any non-Limbic Arc opportunity, products, services, or opportunity at any Limbic Arc-related trunk-show, meeting, seminar, convention, webinar, teleconference, or other function.

- 33. Non Disparagement.** Negative comments in the field serve only to sour the enthusiasm of other Affiliates. Therefore, Affiliates shall not disparage, libel, slander, or make negative or critical comments to any third party regarding the Limbic Arc, its management, products, or compensation plan. All criticism must be directed exclusively to the Company at legal@limbicarc.com.
- 34. Confidential Information.** Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Affiliate's use in building and managing their Independent Limbic Arc business.
- 35. Foreign Corrupt Practices Act.** You must comply with all anti-corruption laws, including the Foreign Corrupt Practices Act ("FCPA"), in the countries in which the Company does business. The FCPA requires that you never directly or indirectly (i.e., through an agent) make a payment or gift with the purpose of influencing the acts or decisions of foreign officials. There are some limited exceptions to this rule. Because the rules and exceptions relating to anti-corruption are complex, you should consult with your own legal counsel regarding questions relating to compliance with the FCPA or anti-corruption laws.
- 36. Handling Personal Information.** If an Affiliate receives Personal Information from or about prospective Affiliates, or Customers, it is the Affiliate's responsibility to maintain its security. Affiliate should shred or irreversibly delete the Personal Information of others once they no longer need it.
- 37. Bonus Buying.** Bonus Buying is prohibited.
- 38. Limitations on Affiliate and Household Businesses.** Affiliates may own, operate, control, or have an interest in, only one Limbic Arc business, and there may be only one Limbic Arc business in a household. A "household" is defined as spouses or couples, and dependent children of one or both spouses or couples, living in the same home of the spouses or member of the couple, as well as dependent children of either spouse or member of the couple, while attending school away from home.
Enrollers
- 39. Business Entities.** If any Business Entity or Affiliated Party violates the Agreement, the violation may be imputed, and corresponding disciplinary action may be taken as reasonably decided by the Company, against the Business Entity, the Affiliated Party(s), all the Owners of the Business Entity and/or Affiliated Party(s) collectively, or jointly and severally against any of the Business Entity owners and/or Affiliated Party(s). Only the primary contact person shall receive awards, incentives, and

recognition by the Company.

40. Actions of Third Parties. If a third party acting on behalf of, or with the active or passive assistance of an Affiliate engages in conduct that would be a violation of the Agreement if performed by an Affiliate, the conduct of the third-party may be imputed to the Affiliate.

41. Adjustment to Bonuses and Commissions. Compensation stemming from subscription sales is fully earned when any refund and chargeback periods applicable to product sales have all expired. If a refund or chargeback occurs, the compensation attributable to the returned or repurchased subscription(s) may be recovered by the Company. Unearned compensation may be deducted, in the month (clawed back) in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commission is fully recovered from Affiliates who derived compensation from the sale.

Limbic Arc may also reduce Affiliate's compensation as necessary to comply with any garnishment or court order directing Limbic Arc to retain, hold, or redirect such compensation to a third party.

Limbic Arc reserves the right to withhold all or part of an Affiliate's compensation as it deems appropriate to claw back any compensation.

Limbic Arc's right of setoff (clawback) is not Limbic Arc's exclusive means of collecting funds due Limbic Arc pursuant to this policy. The Company reserves the right to pursue remuneration via all legal means.

All Unclaimed Compensation are forfeit to the Company if you have not claimed and received them within 90 days of their regularly scheduled payment date. You waive all rights to receive Unclaimed Compensation under any legal theory either contractual or equitable if you have not provided to Limbic Arc account, system, or method of payment that is acceptable to Limbic Arc in their sole and absolute discretion.

42. Return of Sales Tools by Affiliates Upon Cancellation or Termination. Within 30 days from the cancellation or termination of an Affiliate's Agreement, the Affiliate may return physical sales Tools that he or she personally purchased from Limbic Arc within 12 months prior to the date of cancellation (the one-year limitation shall not apply to residents of Louisiana, Massachusetts, Wyoming, and Puerto Rico) so long as they are in currently marketable condition. Upon the Company's timely receipt of

the sales Tools and confirmation that they are in currently marketable condition, the Affiliate will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Tools are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Tools that are clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, or which has passed its commercially reasonable usable or shelf-life, is not in currently marketable condition. Back Office and Replicated website fees are not refundable except as may be required under applicable state law.

43. **Montana Residents:** A Montana resident may cancel their Affiliate Agreement within 15 days from the date on which this application is submitted and receive a full refund for any consideration he/she paid within such time period to participate in the program.
44. **Louisiana, Massachusetts, and Wyoming Residents:** If Affiliates cancel their Affiliate Agreement, upon receipt of an Affiliates written request, Limbic Arc will refund 90% of the cost an Affiliate has incurred to participate in the program during the current year.
45. **Other Cancellation Rights.** Customers and newly enrolled Affiliates have three business days within which to cancel their initial purchase and obtain a full refund. Residents of Alaska have five business days and residents of North Dakota age 65 and over have 15 days to cancel and receive a full refund. An explanation of these rights is explained on the sales invoice (the invoice is also your sales receipt).
46. **Disciplinary Sanctions.** The Company may craft any disciplinary measure reasonably appropriate to address or rectify an act or omission by an Affiliate that is in violation of the Agreement. In situations deemed appropriate by Limbic Arc, the Company may institute legal proceedings for monetary and/or equitable relief.
47. **Equitable Relief.** Affiliates stipulate that any violation of Policies 29, 30, and/or 31 will cause Limbic Arc irreparable harm for which there is no adequate remedy at law, and that the harm to the Limbic Arc if no equitable relief is awarded will outweigh any potential harm to Affiliate. Therefore, Limbic Arc shall be entitled to immediate and permanent equitable relief to prevent further violation of either policy in addition to recovering any actual damages it incurs. Limbic Arc shall not be required to post bond.

48. **Compliance Disclosure to Upline.** If disciplinary action is taken against an Affiliate for violation of the Agreement, the Company may disclose the details of the matter and its resolution to the disciplined Affiliate's upline.
49. **Indemnification.** Affiliates agree to indemnify Limbic Arc for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that Limbic Arc incurs resulting from or relating to any act or omission by Affiliate that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Limbic Arc may elect to exercise its indemnification rights through withholding any compensation due the Affiliate. This right of setoff shall not constitute Limbic Arc's exclusive means of recovering or collecting funds due Limbic Arc pursuant to its right to indemnification.
50. **Effect of Cancellation.** An Affiliate whose business is cancelled for any reason will lose all Affiliate rights, benefits, and privileges. This includes the right to represent Affiliate as an Independent Limbic Arc Affiliate, to sell Limbic Arc products, to access their Back Office and services and the right to receive commissions, bonuses, or other income resulting from their own sales and the sales and other activities of the Affiliate and the Affiliate's former downline sales organization. There is no whole or partial refund for tangible sales kits that are not currently marketable, or for Affiliate Back Office, replicated website and/or renewal fees if an Affiliate's business is cancelled.
51. **Voluntary Cancellation.** A participant in this network-marketing plan has a right to cancel at any time, regardless of reason. Cancellation shall be effective by: (a) submitting written cancellation to the Company at its principal business address or by cancelling their business through the Affiliate Back Office; (b) the Company may (but is not required to) rely on any public announcement of resignation or cancellation by the Affiliate (including but not limited to any announcement on social media); (c) failure to pay Back Office and Replicated Website fees; (d) Revoking Affiliate's authorization to contract electronically; or (e) for inactivity; (f) any other means authorized or accepted by Limbic Arc. If Affiliate is also a subscriber, Affiliate's subscription shall continue unless Affiliate also specifically requests that their subscription also be canceled.
52. **Cancellation for Inactivity.** If Affiliate fails to generate at least 300 PEV on a 12-month rolling basis, their Affiliate Agreement and Limbic Arc business will be cancelled for inactivity. If an Affiliate is also a subscriber, the Affiliate's subscription shall continue unless the Affiliate specifically requests it be canceled. The former

Affiliate shall then be reclassified as a retail Customer.

53. Involuntary Cancellation (Termination). This Agreement may be involuntarily terminated by the Company for a material violation;

54. Business Transfers. Affiliates in Good Standing who wish to sell or transfer their business must receive Limbic Arc's prior written approval before the business may be transferred. A transfer without the Company's prior written approval may be voided by the Company at its reasonable discretion. Requests to transfer a business must be submitted in writing to the legal@limbicarc.com. The request to transfer will be denied if the business is not in Good Standing or if the Company has another reasonable reason to deny the request.

55. Transfer Upon an Affiliate's Death. An Affiliate may devise their business to their heirs. Because Limbic Arc cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a Business Entity (corporation, LLC, partnership, etc.), and Limbic Arc will transfer the business to, and issue commissions to, the Business Entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide Limbic Arc with certified letters testamentary and written instructions of the trustee of the estate, or a timely order of the probate court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a Limbic Arc Affiliate Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled. If an Affiliate's estate is contested or delayed in probate for 12 calendar months or more, the Company may involuntarily terminate the Business.

Limbic Arc is unable to divide commissions among multiple parties, nor is it able to divide a downline organization. Therefore, if an Affiliate bequeaths a Limbic Arc business to multiple beneficiaries, the beneficiaries must form a Business Entity to operate the Limbic Arc business. The Company will issue one commission to the Business Entity, and it shall be the responsibility of the Business Entity to distribute the commissions among the beneficiaries.

56. Business Distribution Upon Divorce. Limbic Arc is unable to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. Limbic Arc will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who

receives the Limbic Arc business must also execute and submit a Limbic Arc Affiliate Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

- 57. Dissolution of a Business Entity.** Limbic Arc is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in the event that a business entity that operates a Limbic Arc business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The Limbic Arc business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. If the business entity wishes to sell or transfer its Limbic Arc business, it must do so pursuant to the Business Transfers policy. In addition, the recipient of the Limbic Arc business must also execute and submit a Limbic Arc Affiliate Agreement to the Company within 30 days from the date of the dissolution of the business entity or the Limbic Arc business will be cancelled.
- 58. Inducing Affiliates to Violate the Agreement.** Affiliates shall not directly or indirectly induce, encourage, or assist another Affiliate to violate the Agreement.
- 59. Reporting Errors.** If an Affiliate believes that Limbic Arc has made an error in their compensation, the structure or organization of their genealogy, or any other error that impacts the Affiliate's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While Limbic Arc shall use its best efforts to correct errors reported more than 60 days after the date of the error, Limbic Arc shall not be responsible to make changes or remunerate Affiliates for losses for mistakes that are reported more than 60 days after the mistake occurs.
- 60. International Activities.** You may only conduct business in countries that the Company has officially announced are open for business. If a country is not open for business you are limited to providing business cards and conducting, organizing, or participating in meetings where the number of attendees, including you, does not exceed five.
- 61. China.** The Company's business model in China is different from the business model used in any other country. Before conducting business in China you must contact the Company to learn the rules for doing business there.

62. **Translation.** Limbic Arc conducts all business in the English language. Affiliates shall not translate the Company's materials into other languages.

63. **Survival.** Any policy, which by its terms is to be or may be performed after the termination of this Agreement shall survive the expiration or termination of the Agreement, regardless of the reason for its expiration or termination.