

December 4, 2024

## TERMS & CONDITIONS

I hereby apply to become an Independent Associate of the xosialX Corporation (hereinafter "Company") marketing and/or customer program. As an Independent Associate, I understand and agree that:

1. I am of legal age in the state in which I enter this agreement.
2. I shall become a Company Associate upon acceptance of this application by the Company. As an Associate, I shall have the right to sell the services and products offered by the Company in accordance with the Company's marketing program and statement of policy, which may be amended and changed from time to time.
3. Upon notification to Associates, the Company, at its discretion, may amend the marketing plan, product pricing, statement of policy, etc.
4. I have carefully reviewed the Company's marketing plan, rules and regulations, and policies and procedures, and acknowledge that they are incorporated as part of this agreement in their present form and as modified from time to time by the Company.
5. An Associate shall be entitled to cancel participation in the marketing program at any time and for any reason upon notice to the Company.
6. Upon acceptance of this application by the Company, I will be an Independent Associate responsible for my own business and not an employee of the Company. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source or for any federal or state tax laws. It is my responsibility to pay self-employment, state and federal income taxes as required by law.
7. I will not use the Company's trade name and/or trademark except in the advertising provided to me by the Company or in other advertising without prior written approval by the Company.
8. Any Associate, who sponsors other Associates, must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. Associates must have ongoing contact, communication and management supervision with his/her sales organization. Examples of such supervision may include, but are not limited to: newsletters, written correspondence, text messages, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to Company training and sharing genealogy information with those sponsored. Associates should be able to provide evidence to the Company semiannually of ongoing fulfillment of sponsor responsibilities.

If an order cannot be processed due to payment difficulties, xosialX will not be held responsible for monthly purchase requirement shortfalls. Any refund policy or money back guarantees made by xosialX on the products sold by xosialX are solely intended and will only be extended to the original purchaser of the product. Independent Associates (IA's) who resell product are solely responsible to resolve any disputes arising from such a transaction. I agree that I may not alter, repackage, re-label, affix additional labels of information or otherwise change any xosialX product, nor will I sell any such product under any other name. xosialX reserves the right, at its sole discretion, not to sell to, supply, or do business with any potential customer.

9. The Company's program is built upon retail sales to the ultimate consumer. The company also recognizes that distributors may wish to purchase product or service in reasonable amounts for their own personal or family use. For this reason, a retail sale for bonus purposes shall include sales to nonparticipants, as well as sales to Associates for personal or family use which are not made for purposes of qualification or advancement. It is company policy, however, to strictly prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing program. Associates must fulfill published personal and downline retail sales requirements, including requisite retail sales to nonparticipants, as well as supervisory responsibilities, to qualify for bonuses, overrides or advancements.

10. The Associate acknowledges that the Associate is a wholly Independent marketing Associate who establishes and services retail customers for Company products as an Independent Contractor. The position of Associate does not constitute either a sale of a franchise or a distributorship, and absolutely no fees have been or will be required from the Associate for the right to distribute the Company's products pursuant to this agreement. This agreement is not intended and shall not be construed to create a relationship of employer employee, agency, partnership, or joint venture between any Associate, sponsor and/or the Company. As an Independent Contractor, the Associate shall: A. Abide by any and all federal, state, county and local laws, rules and regulations pertaining to this agreement and/or the acquisition, receipt, holding, selling, distributing or advertising of Company products. B. At the Associate's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to this agreement and/or the receipt, holding, selling, distributing or advertising of Company products. C. Be solely responsible for declaration and payment of all local, state and federal taxes as may accrue because of the Associate's activities in connection with this agreement.

11. Prior written approval from the Company is required for the following: A. To produce and advertise Company products with sales materials not sold or distributed by Company; B. Issuance of a position in a Company or corporate name.

12. The Company may immediately terminate an Associate who discredits the Company's name, violates any requirement contained in this Agreement, Company Policy and Procedures, or training manuals or misrepresents the Company's products or business opportunity by making claims contrary to the Company's product literature and labels.

13. This agreement constitutes the entire agreement between the Associate and Company and no other additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing.

14. This agreement shall be governed by the laws of the state of Nevada, and all claims, disputes and other matters between the parties of this agreement shall be brought in Washoe County District Court, in Reno, Nevada, or in the U.S. District Court, in Reno, Nevada.

15. I acknowledge that I have read and understand and agree to the terms set forth in this agreement.

16. This agreement is not enforced until accepted by the Company.

Some of our Policies and Procedures (Complete Policies listed in your back office): Media Inquires: To maintain accuracy and consistent image, it is required that all media inquires (including radio, television, and print publication) be referred directly to xosialX and requires prior written approval. Testimonial Endorsements and Media Release: Associate hereby confirms any testimonial endorsements are true and accurate to the best of their knowledge and waive any right of inspections or compensation for such endorsement. Associate hereby releases and discharges xosialX, with respect to any endorsement, photograph, audio or video image and its reuse or rebroadcast, from any and all liability that may arise out of or in connection to such endorsement or image. Also, use of Associate's names may be used in announcing sales and / or contest leaders. No Guarantee of Income: There is no guarantee of income nor, any assurance of profit or success. Individual incomes earned are solely dependent upon the efforts of each Associate and/or participant of the group. It is understood that an Associate's income, if any, will consist solely of commissions and bonuses related to the sales and solicitation of orders from the ultimate consumers. Territorial Rights: Member can conduct business anywhere in the U.S. and Canada without franchise or territorial restrictions.

An Associate may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the Term of this Agreement and for six (6) months thereafter, a xosialX Associate may not recruit any xosialX Associate or Customer for any other direct sales or network marketing business, unless that Associate or Customer was personally sponsored by such Associate.

An Associate may not offer any non-xosialX opportunity or products at any Company-related meeting, seminar or convention, or immediately following a Company event. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between xosialX and its Associates and would inflict irreparable harm on the Company. In such event, the Company may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Associate or such Associate's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Associate or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents even if the Associate's actions are in response to an inquiry made by another Associate or Customer.

During the term of this Agreement and for a period of six (6) months thereafter, any xosialX Associate must not sell, or entice others to sell, any competing products to xosialX Customers or Associates. Any product in the same category as a xosialX product is deemed to be competing (i.e., any competing weight loss or CBD product(s) regardless of cost or quality).

However, an Associate may sell non-competing products to xosialX Customers and Associates that they personally sponsored.

An Associate may not display or bundle Company products, in sales literature, on a website or in sales meetings, with any other products to avoid confusing or misleading a prospective Customer or Associate into believing there is a relationship between the Company and non-xosialX products.

An Associate may not offer any non-xosialX opportunity or products at any Company-related meeting, seminar or convention, or immediately following a Company event.

A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between xosialX and its Associates and would inflict irreparable harm on the Company. In such event, the Company may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Associate or such Associate's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

Exclusivity Requirement for Qualified Rank Enhanced Compensation and Status As xosialX Independent Associates advance in Rank, a higher duty of loyalty to the Company is expected, arising from increased compensation opportunities, increased leadership contact with expanded sales force populations, increased training and interaction with Company management and leaders, and increased access to confidential and proprietary information from the Company. Therefore, during the term of this Agreement, in consideration of qualification for enhanced compensation and other benefits in the xosialX program, available to the rank of \$25K Associate and above, any xosialX Associate with a rank of \$25K and above, shall not participate as a distributor or cooperate in any direct selling, network marketing, or multilevel marketing company other than xosialX, with a product line that is in direct competition with the xosialX Products. An Independent Associate, who is in violation of this prohibition, shall be subject to rank demotion and/or termination at the election of the company.

**60-DAY MONEY BACK GUARANTEE:** A sixty (60) day money back guarantee is offered on each of xosialX's products and product packages on the purchase price paid, less any shipping and handling fees. This offer is good ONE TIME per order, per Associate/Customer.

Refunds are NOT available on sale, discontinued, closeout, or outdated products. Items received for refund after 60 days from shipment date will be returned to the customer at their own expense and no refund will be issued. NO REFUNDS SHALL BE GIVEN BEYOND SIXTY (60) DAYS. NO EXCEPTIONS. Customer will be contacted by email regarding denied refund requests.

- \* ALL orders returned due to "Incorrect Address" or "Failed Attempts" will only be reshipped at the customers own request and expense.
- \* Customers with orders returned without written instruction will be contacted. Orders will be held indefinitely until further direction is provided by customer.
- \* Any refund policy or money back guarantees made by xosialX on the products sold by xosialX are solely intended and will only be extended to the original purchaser of the product. Please note that some 3rd party independent distributors may make unofficial offers regarding product guarantees that xosialX cannot honor. If you have questions about any unusual offers, please contact xosialX Customer Support directly for verification.

**PRODUCT EXCHANGE:** Must be approved by xosialX prior to returning product. Exchanges may only be done on un-opened products within 60 days of shipment date. Exchanges are NOT available on sale, closeout, discontinued, obsolete, or outdated products. The replacement product must be of equal value to or greater value than the product being returned (if greater, customer must pay the difference). Product Packages are not permitted for exchanges. Associate/Customer is responsible to pay for the following fees: shipping and handling to return original order (back to warehouse it was shipped from) and shipping and handling to re-ship replacement product.

**DAMAGED or MISSING ORDERS:** Please contact xosialX Customer Support to report any damaged or missing orders within 15 business days from shipment date. The appropriate shipping carrier will be contacted and an investigation will be conducted. (Based on the carrier this process can take up to 15 business days). Damaged item(s) must be in the original packaging with the entire original casing. Damaged items may be picked up by the carrier and returned to xosialX, unless otherwise directed by xosialX. Upon receipt of the item, a new product will be sent out.

\*ALL returned NSF checks and ACH debits are subject to a \$25 fee. ALL stopped payments are subject to a \$25 fee.