

Oola Life™, Inc.
Affiliate Terms & Policies

1. The Agreement. The term “Agreement” collectively refers to the Oola Affiliate Application and Agreement, these Terms and Policies, the Oola Compensation Plan, and the Arbitration & Dispute Resolution Policy to your Affiliate Agreement (applicable only to those who enroll as a business entity), in their current form and as may be changed in the future. Independent Affiliates shall be referred to herein as “Affiliates.” Oola Life, Inc shall be referred to as “Oola” or the “Company.” Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. All documents comprising the Agreement are located in your Oola Back Office.

2. Adherence to the Agreement. Affiliates must comply with the Agreement. If you have not yet reviewed the Terms and Policies at the time you execute this Agreement, they are posted in your Affiliate Back-Office. You must review the Terms and Policies within five days from the date on which you execute this Agreement. If you do not agree to the Terms and Policies, your sole recourse is to notify the Company and cancel your Oola Agreement. Failure to cancel constitutes your acceptance of the Terms and Policies. You must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Oola.

3. 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 each Affiliate’s Back-Office, but changes shall not apply retroactively to conduct that occurred prior to the effective date of the changes. If you do not agree to any changes, your recourse is to cancel your Oola Agreement.

4. Affiliates’ Rights. Affiliates for Oola:

- Have the right to sell, and solicit orders for, Oola memberships in accordance with these Terms and Policies. It is within the exclusive right of Oola to accept or reject orders submitted by Affiliates;
- Have the right to enroll others as Oola Ambassadors, Affiliates and Customers;
- If qualified, have the right to earn commissions pursuant to the Oola Compensation Plan.

5. Independent Contractor Status. Affiliates are independent contractors and not employees, partners, legal representatives, or franchisees of Oola. Affiliates are solely 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 A OOLA EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** Oola is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Affiliates’ compensation. Affiliates are not entitled to workers compensation or unemployment security benefits of any kind from Oola.

6. Assignment of Rights and Delegation of Duties. Affiliates may not assign any rights under the Agreement without the prior written consent of Oola. Any attempt to transfer or assign the Agreement without the express written consent of Oola renders the Agreement voidable at the option of Oola and may result in termination of your Oola business.

If the assets of Oola, or a controlling ownership interest in Oola, is transferred to a third party, Oola may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the

sale or transfer.

7. 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.

8. Waiver of Right of Publicity. Affiliates grant Oola 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.

9. Minimum Age. Persons under age 18 may not be Affiliates and no Affiliate shall knowingly recruit or sponsor, or attempt to recruit or sponsor, any Affiliate or Ambassador under age 18.

10. 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 so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of an Affiliate against Oola shall not constitute a defense to Oola's enforcement of any term or provision of the Agreement.

11. Term and Renewal of an Oola Business. The term of this agreement is one year (subject to prior cancellation pursuant to the Terms and Policies). Oola 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 direct selling channels.

A participant in this multilevel marketing program has a right to cancel at any time, regardless of reason. Cancellation may be submitted in writing to the company at its principal business address or via the Affiliate's Back-Office.

12. 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.

13. General Conduct. Affiliates shall safeguard and promote the good reputation of Oola and its products. Affiliates must not engage in conduct in their business or personal activities that may reasonably be foreseen to damage the Company's goodwill or reputation. While it is impossible to specify all conduct that violates this provision, and the following list is not a limitation on conduct to which this policy applies, the following examples are practices that are specifically prohibited:

- Making statements that are deceptive, untruthful, unfair, or misleading in the course of your Oola business;
- Making any implied or express representation that any state or federal government official, agency, or body has approved or endorses Oola, its program, or products;
- Engaging in criminal or fraudulent activity;
- Engaging in conduct that can reasonably be interpreted as constituting harassment, intimidation, discrimination, or which is reasonably viewed as predatory, abusive, obscene, bullying, shaming or humiliating to others or conduct that involves violence or

threats of violence;

- The unwanted disclosure of a third-party's personal information;
- Using an Oola business to promote a social, political or religious purpose.

14. 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 her Oola business, including but not limited to blogs, Facebook, Instagram, Twitter, LinkedIn, YouTube, or Pinterest, the Affiliate agrees to each of the following:

- 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.
- Affiliates shall not make any social media postings, or link to or from any postings or other material 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 Oola replicated website, Oola's corporate website or an official Oola corporate social media page.
- It is each Affiliate's responsibility to 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 Oola's products, or the Oola 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 direct selling company other than Oola.
- During the term of this Agreement and for a period of 12 calendar months thereafter, an Affiliate may not use any social media site on which they discuss or promote, or have discussed or promoted, the Oola business or Oola's products to directly or indirectly solicit anyone for another direct selling or network marketing program (collectively, "direct selling").
- 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 they discuss or present, or have discussed or presented, Oola's products or the Oola business that may reasonably be foreseen to draw an inquiry from Oola's Ambassadors or Affiliates relating to the Affiliate's other direct selling business activities or products. Violation of this provision shall constitute a violation of the nonsolicitation provision in Policy 22.
- If an Affiliate creates a business page on any social media site to promote or relates to Oola, its products, or opportunity, the page may not promote or advertise the products or opportunity of any other network marketing business other than Oola and its products. If the Affiliate's Oola business is cancelled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the page.
- 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.
- Affiliates shall not use any social media

site on which they have mentioned Oola to discuss a social, political or religious purpose.

15. Affiliate Web Sites, Mobile Applications and Collateral Sales Tools. Affiliates may create their own websites, mobile applications, and other collateral sales tools to promote their Oola business or Oola's products and services (websites, mobile applications and collateral sales tools shall be collectively referred to as "Tools," but all Tools must:

- Tools may not take and/or process product or service orders, sales or enrollments.
- Any external website (or mobile app) must be directed to the Affiliate's replicated website to process sales and/or enrollments.
- The Tools must clearly and conspicuously identify the Affiliate who is using the Tools and must clearly and conspicuously disclose that he/she is an Oola Independent Affiliate, and that the Tools are not Oola's corporate Tools.
- Upon cancellation of an independent Affiliate's Oola Agreement for any reason, the former Affiliate must immediately discontinue using the Tools and/or making them available to other Affiliates or Ambassadors;
- The Tools must exclusively promote Oola's products and Oola's opportunity;
- The Tools must comply with all provisions of Oola's Terms & Policies;

16. Trademarks and Copyrights. The name "Oola" and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of Oola. 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 the 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 Oola's trademarks or trade names in any email address, website domain name, social media handle, social media name or address.

Oola commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Ambassadors, Affiliates and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Affiliates and Ambassadors 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.

17. Change of Sponsor. The only means by which an Affiliate may legitimately change his/her sponsor are by:

- (a) Voluntarily canceling his/her Oola business and remaining inactive for six (6) full calendar months. Following the period of inactivity, the former Affiliates may reapply under a new sponsor. The Affiliate will lose all rights to his/her former downline organization upon his/her cancellation; or
- (b) Submitting a written request to the Company for a change of sponsor. The Affiliate requesting the transfer must also submit written and signed transfer authorization forms from his/her immediate seven (7) upline Ambassadors. The transfer authorizations must be submitted to Oola within 30 days from the date of the

Affiliate's transfer request.

18. Waiver of Claims. In cases wherein an Affiliate improperly changes his/her sponsor, Oola reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Affiliate in his/her second line of sponsorship. **AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST OOLA, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM OOLA'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN AFFILIATE WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.**

19. Income Claims. When presenting or discussing the Oola opportunity or Compensation Plan to a prospective Ambassador or Affiliate, Affiliates may not make income projections, income claims, income testimonials, or disclose their Oola income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other Oola Affiliate. Nor may Affiliates make "lifestyle" income claims. A "lifestyle" income claim is a statement or depiction that infers or states that the Affiliate is able to enjoy a luxurious or successful lifestyle due to the income they earn from their Oola business. Examples of prohibited lifestyle claims include, but are not limited to, representations (either through audio or visual medium) that an Affiliate was able to quit his/her job, acquire expensive or luxury material possessions, or travel to exotic or expensive destinations.

20. Compensation Plan and Program Claims. When presenting or discussing the Oola compensation plan, you must make it clear to prospects that financial success in Oola requires commitment, effort, and sales skill. Conversely, you 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 your downline will build through spillover.
- Just join and I'll build your downline for you.
- The Company does all the work for you.
- You don't have to sell anything.
- All you have to do is buy your products every month.

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

21. Media Inquiries. Affiliates must not interact with the media regarding the Oola business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to Oola's marketing department.

22. Nonsolicitation. Oola Affiliates are free to participate in other network marketing programs. However, during the term of this Agreement and for 12 calendar months thereafter, an Affiliate may not directly or indirectly Recruit other Oola Ambassadors or Affiliates for any other network marketing business or sell any other goods or services to Customers and Preferred Customers with the intent of having them terminate and/or replace their Oola Ambassador or Affiliate business or cancel their Oola subscription. The term "Recruit" means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encour-

agement, or effort to influence in any other way, another Oola Ambassador or Affiliate to enroll or participate in another network marketing opportunity that would cause the Affiliate to cancel or otherwise stop building their Oola Affiliate business. This conduct constitutes Recruiting even if the Affiliate's actions are in response to an inquiry made by another Ambassador or Affiliate. A non-rebuttable presumption establishing an Affiliate's intent to violate his/her obligations under this policy shall exist if: (a) Oola presents credible evidence that the Affiliate solicited another Ambassador or Affiliate for another network marketing business while his/her Oola Agreement was in effect or within 12 calendar months thereafter; and (b) the Affiliate or Ambassador who was recruited for another network marketing business cancels his/her Oola business (via any method) or allows it to lapse or non-renew while the soliciting Affiliate's Oola Agreement was in effect or within 12 calendar months thereafter or (a) If Oola presents credible evidence that an Affiliate sells non-Oola goods or services to a Customer, Affiliate or Ambassador while the Affiliate's Agreement is in effect or within 12 calendar months thereafter; and (b) the Customer, Affiliate or Ambassador cancels his/her Oola account or subscription or allows his/her Oola subscription to lapse or non-renew while the Soliciting Affiliate's Oola Agreement is in effect or within 12 calendar months thereafter. The cancellation or lapse of an Ambassador's or Affiliate's business or a Customer's subscription shall not be the only evidence permitted to prove a violation of this policy.

Affiliates may not have control over, or own 5% or more, of any business that compensates its sales force pursuant to a multilevel compensation plan or that sells goods or services that compete with those of Oola.

23. Nondisparagement. Negative comments in the field serve only to sour the enthusiasm of other Ambassadors and Affili-

ates. Therefore, Affiliates shall not disparage, libel, slander, or make negative or critical comments to any other Ambassador, Affiliate, Customer or third party regarding Oola, its management, products or compensation plan. All criticism must be directed exclusively to the Company at support@oolalife.com.

Business Entities must designate ONE individual as the contact person for the entity, who speaks for the entity and who is authorized to bind the entity.

Business entities must update their ownership to ensure that Oola has up to date records of the business entity ownership. Ownership updates must be sent to support@oolalife.com.

24. Confidential Information. "Confidential Information" includes trade secrets, the identities, contact information, and/or sales information relating to Oola's Affiliates, Ambassadors and/or customers: (a) that is contained in or derived from any Affiliates' respective Affiliate Back-Office; (b) that is derived from any reports issued by Oola to Affiliates to assist them in operating and managing their Oola business; and/or (c) to which an Affiliate would not have access or would not have acquired but for his/her affiliation with Oola. Confidential Information constitutes proprietary business trade secrets belonging exclusively to Oola and is provided to Affiliates in strict confidence. 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 his/her Independent Oola business.

25. Handling Personal Information. If you receive Personal Information from or about prospective Affiliates, Ambassadors or customers, it is your responsibility to maintain its security. You should shred or irreversibly delete the Personal Information of others

once you no longer need it. Personal Information is information that identifies, or permits you to contact, an individual. It includes a customer's, potential customers, Affiliates, Ambassadors and prospective Affiliates' and Ambassadors' name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.

26. Bonus Buying. Bonus buying is prohibited. Bonus buying is the purchase of merchandise for any reason other than *bonafide* use, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by *bona fide* purchases by consumers for actual use.

27. Limitations on Affiliate and Household Businesses. Affiliates may own, operate, control, or have an interest in, only one Oola business, and there may be no more than two Oola businesses 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. There may be no more than two Oola businesses per household. If there are two businesses in the household, both businesses must have the same sponsor or one Household Business must be the immediate Sponsor of the other Household business.

28. Actions of Third-Parties. If a third party acting on behalf of, or with the active or passive assistance or knowledge of an Affiliate engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the Affiliate. "Knowledge" of misconduct is not limited to actual knowledge. If an Affiliate engages in acts or omissions that the Affiliate knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Affiliate, the Affiliate shall be deemed to have knowledge of the violation.

29. Business Entities. If an Oola business is owned or operated by a business entity (examples of business entities include a trust, an LLC, or a corporation), the act or omission of one owner of the business entity may be imputed to the business entity and/or the other owners. The Company may hold the business entity and each owner jointly or severally responsible for the acts or omissions of any other owner or the entity itself.

All members, managers, shareholders, trustees, partners or others with any ownership interest in the business entity (collectively "Owners") shall be jointly and severally liable for all Agreements entered into with Oola Life. Each Owner is individually bound to Oola Life's Terms & Policies and all documents incorporated by reference into the Independent Affiliate Application and Agreement (collectively the "Agreement"). All documents comprising the Agreement are available in each Independent Affiliate's Back Office. Violation of the Agreement by any Owner of a Business Entity may be jointly and severally imputed to the Entity and all Owners of the Entity.

Failure to list all appropriate persons and/or provide Oola with an ownership update as ownership changes occur, shall be grounds for disciplinary sanctions against the Entity and/or any or all of the individual Owners.

30. Adjustment to Bonuses and Commissions. Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. If a product is returned to Oola for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company. Unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the

commission is recovered, from the upline Affiliates and Ambassadors who received bonuses and commissions on the sales of the refunded products. Likewise, if it is the responsibility of an Affiliate to issue a refund to a customer, but Oola issues the refund, the Company may deduct the amount refunded to the customer from the Affiliate's subsequent bonuses and commissions.

Oola reserves the right to withhold or reduce any Affiliate's compensation as it deems necessary to comply with any garnishment or court order directing Oola to retain, hold, or redirect such compensation to a third party.

31. Return of Merchandise and Sales Aids by Affiliates Upon Cancellation or Termination. Within 30 days from the cancellation or termination of an Affiliate's Agreement, the Affiliate may return products and Sales Tools that he or she personally purchased from Oola within 12 months prior to the date of cancellation (the one-year limitation shall not apply to residents of Louisiana, Massachusetts and Wyoming) so long as the goods are in currently marketable condition and are returned to the Company within 30 days from the date of the Affiliate's cancellation or termination. Upon the Company's timely receipt of returned goods 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. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as non-returnable, closeout, discontinued, or as a seasonal item, Back Office and Replicated website fees are not refundable except as may be required under applicable state law.

32. Montana Residents: A Montana resident may cancel his or her Affiliate Agreement within 15 days from the date on which this application is submitted and may return his or her sales kit within such time and is entitled to a full refund for the sales kit and for any other consideration he/she paid within such time period to participate in the program.

33. Louisiana, Massachusetts and Wyoming Residents: If you cancel your Affiliate Agreement, upon receipt of your written request, Oola will refund 90% of the costs you have incurred to participate in the program during the current year.

34. Satisfaction Promise. Customers, Affiliates, and Ambassadors may cancel their Oola membership and receive a full refund within 30- days from the date of purchase. This satisfaction promise is not applicable to sale items, display items and business supplies and starter kits.

35. Disciplinary Sanctions. Violation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of the Affiliate's Oola business, and/or any other disciplinary measure that Oola deems appropriate to address the misconduct. In situations deemed appropriate by Oola, the Company may institute legal proceedings for monetary and/or equitable relief.

36. Compliance Disclosure to Upline. If disciplinary action is taken against you for violation of the Agreement, we may disclose the details of the matter and the resolution to your upline distributors.

37. Indemnification. Affiliates agree to indemnify Oola for all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any

other nature that Oola 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. Oola may elect to exercise its indemnification rights through withholding any compensation due the Affiliate. This right of setoff shall not constitute Oola's exclusive means of recovering or collecting funds due Oola pursuant to its right to indemnification.

38. 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 yourself as an Independent Oola Affiliate, to sell Oola products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the Affiliate and the Affiliate's former sales organization. There is no whole or partial refund for tangible sales kits that are not currently marketable, Affiliate Back-Office, replicated website or renewal fees if an Affiliate's business is cancelled.

39. 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 his/her 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) as an effective cancellation; (c) failure to pay Back-Office and Replicated Website fees; (d) Revoking your authorization to contract electronically; or (e) any other means authorized by Oola. If an Affiliate is also an Oola subscriber, the Affiliate membership shall continue unless the Affiliate also specifically requests that his or her membership subscription also be canceled.

40. Cancellation for Inactivity. If an Affiliate fails to earn a commission for six consecutive months or to generate at least 240 PV in any rolling 12-consecutive month period, his/her Affiliate Agreement and Oola business will be cancelled for inactivity. If an Affiliate is also an Oola subscriber, the Affiliate's Oola subscription shall continue unless the Affiliate also specifically requests that it be canceled.

41. Business Transfers. Affiliates in good standing who wish to sell or transfer their business must receive Oola's prior written approval before the business may be transferred. A business that is on disciplinary probation, suspension, or under disciplinary investigation is not in good standing and may not be transferred unless and until the disciplinary matter is resolved. Requests to transfer a business must be submitted in writing to support@oolalife.com. The request to transfer will be denied if the business is not in good standing or if there is another reasonable reason for denying the request. Prior to transferring a business to a third party, the Affiliate must offer the Company the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten days to exercise its right of first refusal.

42. Transfer Upon an Affiliate's Death. An Affiliate may devise his/her business to his/her heirs. Because Oola cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.), and Oola will transfer the business and issue commissions to the business entity. In the case of a business transfer via testamentary instrument, the beneficiary(s) of the business must provide Oola with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the

business. The beneficiary(s) must also execute and submit to the Company an Oola Ambassador 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..

43. Business Distribution Upon Divorce.

Oola is not able 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. Oola 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 Oola business must also execute and submit an Oola Ambassador Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

44. Dissolution of a Business Entity.

Oola is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, if a business entity that operates an Oola 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 Oola 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 Oola business, it must do so pursuant to policy 40. In addition, the recipient of the Oola business must also execute and submit an Oola Ambassador Agreement to the Company within 30 days from the date of the dissolution of the business entity or the Oola business will be cancelled.

45. Inducing Affiliates or Ambassadors to

Violate the Agreement. Affiliates shall not directly or indirectly induce, encourage, or assist another Affiliate or Ambassador to violate the Agreement.

46. Reporting Errors. If an Affiliate believes that Oola has made an error in his/her compensation, the structure or organization of his/her 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 Oola shall use its best efforts to correct errors reported more than 60 days after the date of the error, Oola 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.

47. International Activities. Affiliates may not engage in business building activities in any foreign country that the Company has not announced is officially open for business. "Business building activities" does not include selling Oola membership subscriptions to customers.

48. Severance. If any policy is determined to be unenforceable, only the unenforceable policy shall be severed from the Agreement and all remaining policies shall remain in effect.