

Applicant Details

Applicant's Name:	
Applicant's Address:	
Applicant's E-mail:	
Applicant's Phone:	
Applicant's Fax:	
Applicant's Date of Birth:	
Applicant's Tax File Number:	
Applicant's username:	
Applicant's password (temporary):	
Co-Applicant's Name:	
Co-Applicant's Address:	
Co-Applicant's E-mail:	
Co-Applicant's Phone:	
Co-Applicant's Fax:	
Co-Applicant's Date of Birth:	
Co-Applicant's Tax File Number:	

Sponsor Details

Sponsor's Name:	
Sponsor Email:	
Sponsor's Phone:	
Sponsor's Fax:	
Sponsor's username /ID number:	

Advocate Application and Agreement

Parties: InnerOrigin NZ Pty Limited (7080555) having its registered office at All Accounts Matter Ltd, 74 Whitby Road, Wakefield, Wakefield 7025 (InnerOrigin NZ)

The Applicant (and, where applicable, the Co-Applicant) described in the Applicant Details (the **Applicant**).

Background:

- A. InnerOrigin operates an online marketplace that provides the Products from a number of suppliers direct to consumers.
- B. InnerOrigin NZ is establishing, and will control, a system of advocates or marketers for the purpose of promoting the Products available from time to time on the InnerOrigin Platform.
- C. The Applicant wishes to become an InnerOrigin NZ Advocate and be permitted to promote the sale of products and services available on the InnerOrigin Platform.
- D. The application by the Applicant, and any on-going arrangement between and among the parties, is on the terms and conditions set out in this document and the other documents which together comprise the Advocate Agreement.

The parties agree:

Definitions

1. In this Advocate Application and in the other documents which together comprise the relevant Advocate Agreement, unless the context indicates otherwise:
 - (a) **Acceptable Use Policy** means the BackOffice Enterprise Solutions Acceptable Use Policy (as amended from time to time) regarding use of the relevant software by InnerOrigin Advocates, and any policy which replaces it for the same or other software.
 - (b) **Advocate** means the Applicant under this Advocate Application who has been approved by Advocate Services to be an InnerOrigin Advocate and to promote products which are on the InnerOrigin Platform (and, if there is more than one, means each of them).
 - (c) **Advocate Agreement** or **Agreement** means this Advocate Application, the Advocate Terms and Conditions, the Policies and Procedures and the Compensation and Rewards Plan, which together constitute the terms of the agreement between and among InnerOrigin, InnerOrigin NZ and the Applicant.
 - (d) **Advocate Application** means this application together with the Advocate Agreement;
 - (e) **Advocate Terms and Conditions** means the document which comprises the standard terms and conditions (as amended from time to time) which are applicable to the InnerOrigin Advocate Agreements, a copy of which is available on the InnerOrigin website at <https://www.innerorigin.com/>.
 - (f) **Applicant** means the person whose details are set out in this Advocate Application as the Applicant (and, if there is more than one, means each of them, as applicable).
 - (g) **Compensation and Rewards Plan** means the InnerOrigin compensation and financial rewards plan (as amended from time to time) for InnerOrigin Advocates, a copy of which is available on the InnerOrigin website at <https://www.innerorigin.com/advocates>.
 - (h) **Details** means the table headed "Details" attached to and forming part of this Agreement.
 - (i) **InnerOrigin Advocate** means the person(s) (including an individual, company, partnership and trust) approved from time to time by InnerOrigin and/or InnerOrigin NZ to promote products and services which are on the InnerOrigin Platform.
 - (j) **InnerOrigin Platform** means InnerOrigin's online platform for the promotion of Products including via the InnerOrigin mobile application and the InnerOrigin website.
 - (k) **Policies and Procedures** means the InnerOrigin policies and procedures (as amended from time

to time) which set out the manner in which InnerOrigin Advocates are required to conduct their business, a copy of which is available on the InnerOrigin website at <https://www.innerorigin.com>.

- (l) **Products** means an individual product or service, or packs of either or both, available for purchase via the Platform.

Advocate's Rights

2. The parties acknowledge and agree that, as an InnerOrigin NZ Advocate, the Advocate:
- (a) will, in accordance with the Advocate Agreement, have the right to promote Products which are available for purchase via the InnerOrigin Platform;
 - (b) will have the right to sponsor other persons to become InnerOrigin NZ Advocates and to enrol other persons in InnerOrigin NZ in accordance with the Advocate Agreement; and
 - (c) if qualified, will have the right to earn commissions pursuant to the Compensation and Rewards Plan.

Advocate's Acknowledgments and Warranties

3. The Applicant warrants and undertakes that they have not, within the past six (6) months, been:
- (a) an InnerOrigin Advocate;
 - (b) a spouse or domestic partner of an InnerOrigin NZ Advocate;
 - (c) a business partner of an InnerOrigin NZ Advocate; or
 - (d) a shareholder or principal of any entity that has been an InnerOrigin NZ Advocate or business.

Electronic Acceptance of terms

The parties agree that the terms of the documents which comprise the Advocate Agreement (as defined) set out the terms of the agreement between and among them and that they will be bound by that agreement as evidenced by their electronic acceptance of those terms and conditions.

Applicant's acceptance

By signing in the box below and by submitting this Application, I/we acknowledge that I/we have carefully read the terms and conditions of the Advocate Agreement contained in:

- (a) this Advocate Application;
- (b) the Advocate Terms and Conditions
- (c) the Policies and Procedures,
- (d) the Compensation and Rewards Plan, a copy which is available at www.innerorigin.com/advocates and agree to them.

I/We have also read the Acceptable Use Policy, a copy which is available at www.innerorigin.com/advocates and agree to abide by them.

Where the Advocate comprises more than one (1) person or is a company, trust or other entity, the person signing on behalf of the Advocates or the Advocate entity warrants that he/she has full authority to execute the Advocate Agreement on behalf of the relevant Advocate(s).

***Note to Applicant:** If this Application is approved, InnerOrigin and InnerOrigin NZ will advise their acceptance of the Advocate Agreement by confirmation email to the email address provided by the Applicant.

Continuing Guarantee

NB – If the Applicant is a company or a trust the guarantee below must be signed by (as applicable) a director or a trustee (who is an individual).

To: InnerOrigin NZ Pty Ltd

By signing below, in consideration of you agreeing to accept (as applicable) the company or the trust named in this Advocate Application as an Advocate, I hereby unconditionally guarantee all of its obligations to you as set out in the Advocate Agreement (as amended from time to time), and agree to indemnify you (and keep you indemnified) against any breach or non-observance of the terms of the Advocate Agreement by that Advocate.

Name

Position

Signature

Note to Applicant: Please forward the completed and signed original Application to: InnerOrigin, Advocate Application Dept. Bowral Post Office NSW 2576 or email a copy to compliance@innerorigin.com. If your Application is emailed, you must send all pages of the Application.

InnerOrigin NZ will collect, record and use your personal information for the purposes of assessing and processing your Advocate Application and your purchases as well as managing the InnerOrigin NZ Advocate network and the commissions payable to you as an Advocate. If you choose not to provide us with all relevant information, we may not be able to properly assess and process your Advocate Application. We will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). We may disclose your personal information to our related entities and service providers who assist us in Australia and New Zealand. We may also disclose your information to our related parties and service providers based in other overseas countries. If you have permitted us to do so, and until otherwise advised, InnerOrigin, its related entities and other parties may also use your information for promotional and marketing purposes in accordance with its privacy policy. If you would like to know more about InnerOrigin's privacy policy, please check relevant details on the InnerOrigin website. If you would like to access or correct your personal information, or if you have any questions or concerns about the management of your personal information, please contact InnerOrigin at Bowral Post Office, Bowral NSW 2576; T 0800948001, E customerservice@innerorigin.com.

If you wish to opt-in to direct marketing, please initial here:

I permit InnerOrigin (and its related entities) to contact me for marketing purposes, including special offers and events.

ADVOCATE TERMS AND CONDITIONS

1. Definitions and Interpretation

Definitions

- 1.1. In these Advocate Terms and Conditions and in the other documents which together comprise the relevant Advocate Agreement, unless the context indicates otherwise:

Advocate has the same meaning as in the relevant Advocate Application.

Advocate Agreement has the same meaning as in the relevant Advocate Application.

Advocate Application means the document (the current version being entitled Founders Commitment Agreement & Advocate Application and Agreement) pursuant to which the Applicant makes application to become an InnerOrigin Applicant (accessible at <https://www.innerorigin.com/>).

Advocate Terms and Conditions means these standard terms and conditions, as amended from time to time, applicable to all InnerOrigin Advocate Agreements, a copy of which is available on the InnerOrigin website at <https://www.innerorigin.com/>.

Annual Renewal Fee means the fee referred to in the Advocate Application, as increased from time to time in accordance with this Agreement.

Affiliates in relation to a party means that party's directors, officers, shareholders, employees, contractors, assigns, agents and Related Companies.

Business Day means a day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; and
 - (b) If Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; and
 - (c) A day in the period commencing with 25 December and ending with 2 January in the following year; and
 - (d) The day observed as the anniversary of any province in which an act is to be done; and
- A Business Day shall be deemed to commence at 9.00am and to terminate at 5.00pm, New Zealand time.

Claim means a claim, action, proceeding, judgment or demand made or brought by or against a person, however arising and whether present, unascertained, future or contingent.

Commencement Date means the date the Applicant's application has been approved by InnerOrigin NZ.

Commissions means commissions, bonuses, or other income resulting from Customer orders, other Advocate orders and other activities of the Advocate's downline sales organisation.

Compensation and Rewards Plan means the InnerOrigin compensation and financial rewards plan (as amended from time to time) for InnerOrigin Advocates, a copy of which is available on the InnerOrigin website at <https://www.innerorigin.com/>.

Confidential Information means:

- (a) the terms and conditions of the relevant Advocate Agreement;
- (b) all discussions and negotiations concerning or relating to the relevant Advocate Agreement;
- (c) in relation to a party to the Advocate Agreement:
 - (i) all ideas, concepts and information concerning the business and affairs of that party or any of its Related Companies whether in tangible form or not;
 - (ii) all financial or other business information of that party or any of its Related Companies;
 - (iii) research and development information, financial data and information, business plans, marketing strategies and any other information about that party or any of its Related Companies or services of that party or any of its Related Companies;
 - (iv) the identity and contact details of existing or potential Customers or clients of that party or any of its Related Companies;
 - (v) information of any existing, former or potential Customers, clients or contractors of that party or any of its Related Companies that is expressed by that party to be "confidential"; and
 - (vi) all other information of that party or any of its Related Companies which it discloses to another party and which it indicates is confidential in nature;
- (d) information contained in any genealogical or downline report provided or accessible to the Advocate or other InnerOrigin Advocates, customer lists, InnerOrigin Merchant Partner information, commission or sales reports, product formulas, and other financial and business information of InnerOrigin or InnerOrigin NZ;

other than such information which is generally available in the public domain, except where that is as a result of disclosure in breach of the Advocate Agreement.

Customer means a consumer who purchases a Product via the InnerOrigin Platform.

Customer Terms and Conditions means the terms and conditions (as amended from time to time)

relating to the purchase of any Product via the InnerOrigin Platform and which (as applicable) a Customer or an InnerOrigin Advocate must accept in order to complete their purchase via the Platform, and details of which are available on the InnerOrigin website at <https://www.innerorigin.com/>.

FTA means the *Fair Trading Act 1986*.

GST Act means the *Goods and Services Tax Act 1985*.

InnerOrigin has the same meaning as in the relevant Advocate Application.

InnerOrigin Advocate has the same meaning as in the relevant Advocate Application.

Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including but not limited to rights in respect of, or in connection with:

- (a) copyright (including future copyright and rights in the nature of, or analogous to, copyright);
- (b) trademarks;
- (c) inventions (including patents);
- (d) any confidential information;
- (e) service marks; and
- (f) designs,

whether or not existing now and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions.

Merchant Partner means a supplier, manufacturer or distributor of a Proposed Product which has entered into a merchant partner agreement with InnerOrigin.

Platform has the same meaning as in the relevant Advocate Application.

Policies and Procedures means the InnerOrigin policies and procedures (as amended from time to time) which set out the manner in which InnerOrigin Advocates are required to conduct their business, a copy of the current version of which is available on the InnerOrigin website.

Product has the same meaning as in the relevant Advocate Application.

Privacy Act means the *Privacy Act 1993*.

Related Company has the meaning in section 2(3) of the Companies Act 1993 (read as if the expression "company" in that subsection included any body corporate).

Term means the term under clause 3.3 of this Agreement.

Interpretation

- 1.2. In the interpretation of these Advocate Terms and Conditions and in the other documents which together comprise the relevant Advocate Agreement, unless the context indicates otherwise:
 - (a) Expressions defined in the main body of this Agreement have the defined meaning in the whole of the Agreement, including the background.
 - (b) Section, clause and other headings are for convenience only and will not affect the interpretation of this Agreement.
 - (c) One gender includes the other gender.
 - (d) Singular will include plural and vice versa.
 - (e) Where any term defined in this Agreement takes a different form for reasons of grammar, the different form has a corresponding meaning.
 - (f) References to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental and other regulatory bodies or authorities and other entities, in each case whether having separate legal personality.
 - (g) Reference to a party will include that party's executors, administrators, successors and permitted assigns.
 - (h) References to a statute include references to regulations, orders or notices made under or pursuant to such statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to, or incorporating any of its provisions.
 - (i) Reference to any document includes reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented, or replaced from time to time.
 - (j) The term including means including without limitation and other derivatives of including will have a corresponding construction.
 - (k) Any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done.
 - (l) The terms written and in writing include any means of reproducing words, figures or symbols in a tangible and visible form.
 - (m) Reference to dollars and \$ refers to New Zealand dollars (NZ\$) exclusive of goods and services tax unless specifically stated otherwise.
 - (n) Goods and services tax shall be paid by any party in receipt of a taxable supply in addition to any consideration therefor.
 - (o) Any provision requiring performance of two or more parties shall bind those parties jointly and

- severally unless specifically stated otherwise.
- (p) If a party comprises two or more persons, the provisions of this Agreement bind those persons jointly and severally.
 - (q) Any reference to, or obligation in, this Agreement which requires payment of money will be a reference to, or deemed to be an obligation requiring payment of money in immediately available cleared funds.
 - (r) References to times of day or dates are to New Zealand times and dates respectively unless specifically stated otherwise.
 - (s) If there is any ambiguity or inconsistency between a provision in this Agreement and any other document referred to in this Agreement, this Agreement shall prevail.
 - (t) Reference to a matter being to the best of a person's knowledge and belief means that the matter is to the best of the knowledge and belief of that person after proper inquiry, including inquiry which a reasonable person would be, or ought to have been, prompted to make in the circumstances.
 - (u) Words or expressions defined or explained in the relevant document will (unless expressly defined or explained in this Agreement) have the same meaning in this Agreement.
 - (v) Any reference to month or monthly will mean, respectively, calendar month or calendar monthly.
 - (w) In the event of any conflict between the provisions of this Agreement and any schedule or appendix to this Agreement, the provisions of this Agreement shall prevail.
 - (x) Reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement.
 - (y) Where under or pursuant to this Agreement, the day on which any act, matter or thing is to be done is not a Business Day such act, matter or thing may be done on the next succeeding Business Day.

2. Overview

- 2.1 On approval by InnerOrigin NZ of the application by the Applicant to become an InnerOrigin NZ Advocate, the Applicant will be approved as an InnerOrigin NZ Advocate on the terms and conditions of their Advocate Agreement.
- 2.2 Appointment as an InnerOrigin NZ Advocate gives the Applicant the rights set out in their Advocate Agreement but strictly on the terms and conditions set out therein.
- 2.3 Purchases of Products on the InnerOrigin Platform can be made by Customers only via InnerOrigin Advocates. Only InnerOrigin NZ can approve further applicants as InnerOrigin Advocates.

3. Details of Advocate Agreement

- 3.1 The parties to the Advocate Agreement are InnerOrigin, InnerOrigin NZ and the Applicant.
- 3.2 The date of the Advocate Agreement will be the date of the signing of the relevant Advocate Application by the Applicant; and, if approved, that date will be inserted as the date of the Advocate Agreement.
- 3.3 The Advocate Agreement will have an initial term of one (1) year, commencing on the date of the Advocate Agreement. The Advocate may renew their Advocate Agreement each year by paying the Annual Renewal Fee on or before the anniversary date of their Advocate Agreement. The Advocate will be given reasonable notice of the renewal date.
- 3.4 If the Advocate fails to renew their Advocate Agreement by paying the Annual Renewal Fee as required or if the Advocate's Advocate Agreement is validly cancelled or terminated for any reason, the Advocate will, from (as applicable) the date of such expiry, cancellation or termination, cease to be entitled or eligible to:
 - (a) promote InnerOrigin Products; and/or
 - (b) (subject to clause 3.5) receive Commissions, and, in the event of non-renewal, cancellation or termination in accordance with the terms of the Advocate Agreement, the Advocate waives rights the Advocate otherwise might have (including property rights) to the Advocate's former downline sales organisation, customer lists and customer details, which the Advocate agrees and acknowledges is InnerOrigin's proprietary information, and to any bonuses, commissions or other remuneration derived through the sales and other activities of such former downline organisation.
- 3.5 If an Advocate's Advocate Agreement has terminated by not being renewed within the required time, that Advocate Agreement can be reinstated if, within ninety (90) days of the date by which it should have been renewed, the Advocate requests in writing that it be reinstated and pays all outstanding fees payable in

relation to that Advocate Agreement.

4. Warranties

Each party hereby jointly and severally warrants and undertakes to each other party, at the date of the Advocate Agreement and also at the date of each renewal of it, that:

- (a) if they are required to be registered for Goods and Services Tax purposes in connection with any of their activities under the Advocate Agreement, they are registered and will remain registered throughout the Term;
- (b) they have the right and ability to enter into the Advocate Agreement and will at all times hold all licences, consents, approvals and permits required under all applicable laws to carry out their obligations under the Advocate Agreement; and
- (c) all things required by all applicable laws to be fulfilled or done in order to enable them to lawfully enter into, and to exercise their rights and perform their obligations under the Advocate Agreement, have been fulfilled or done.

5. Termination without cause

- 5.1 The Advocate may terminate their Advocate Agreement at any time, and for any reason, on giving at least thirty (30) days written notice to both InnerOrigin and InnerOrigin NZ.
- 5.2 InnerOrigin and/or InnerOrigin NZ may terminate all Advocate Agreements without penalty on giving at least thirty (30) days written notice to the Advocate if:
 - (a) ceases its business operations; or
 - (b) terminates distribution of the Products via direct selling channels.
- 5.3 If an Advocate Agreement is terminated pursuant to this clause 5, an Advocate will continue to receive all Commissions earned up to the date of termination of the Advocate Agreement.

6. Termination for cause

A party to an Advocate Agreement which is not in breach under it may terminate the Advocate Agreement by notice in writing to the party in breach (and a copy to the other party) (with termination to have immediate effect) if:

- (a) another party breaches any provision of the Advocate Agreement and fails to rectify that breach within ten (10) Business Days of written notice from a non-defaulting party (which notice must specify details of the breach and state that the breach is required to be remedied); or
- (b) another party goes into liquidation, provisional liquidation, receivership, receivership and management, administration, bankruptcy or enters into an arrangement or composition with their creditors (or any of them), or if a controller is appointed to any of that other party's assets, the other party becomes unable to pay its debts as they become due or that other party otherwise becomes bankrupt or insolvent.

Termination of the Advocate Agreement will be only as against the party in breach and the Advocate Agreement will continue as between the other parties to it. Termination will be without prejudice to any remedy available to the parties not in default and any rights or obligations of the parties that accrued prior to the time of termination.

7. After termination

- 7.1 Immediately upon termination of an Advocate Agreement by or in relation to the Advocate, the Advocate:
 - (a) must remove and permanently discontinue the use of the Intellectual Property Rights InnerOrigin Platform, and any signs, labels, stationery and advertising referring to or relating to InnerOrigin and any InnerOrigin or InnerOrigin NZ Product, plan or program;
 - (b) must cease representing himself/herself/themselves/itself as an InnerOrigin and/or InnerOrigin NZ Advocate;

- (c) loses all rights as an Advocate and subject to clause 3.5 loses their position in the Compensation Plan and to all Commissions from the date of termination;
- (d) must take all action reasonably required by InnerOrigin and/or InnerOrigin NZ relating to its materials and protection of its Confidential Information and Intellectual Property Rights; and
- (e) must take all action reasonably required by InnerOrigin and/or InnerOrigin NZ relating to its materials and protection of its Confidential Information and Intellectual Property Rights.

7.2 Immediately upon termination of an Advocate Agreement (in part or in whole), InnerOrigin and/or InnerOrigin NZ must take all action reasonably required by:

- (a) the Advocate relating to protection of their Confidential Information; and
- (b) InnerOrigin and/or InnerOrigin NZ relating to its materials and protection of its Confidential Information and Intellectual Property Rights.

8. Assignment

Subject to clause 9 of this Advocate Agreement, no party will assign or purport to assign or otherwise deal with (whether in whole or in part) their rights or obligations and interests in this Advocate Agreement without the prior written consent of the other party which consent may be withheld in the absolute discretion of the other party.

9. Transfer

InnerOrigin NZ is entitled to assign, purport to assign or transfer (whether in whole or in part) their rights, obligations and interests in this Advocate Agreement to InnerOrigin without the prior written consent of the other party.

10. Set-off

InnerOrigin NZ is entitled to set-off any Commissions owing to the Advocate against any amount owing by the Advocate to InnerOrigin NZ and any Claim against the Advocate arising from the Advocate's breach, default or violation of their Advocate Agreement.

11. Releases and Indemnity

10.1 Each party releases each other and its respective Affiliates, to the full extent permitted by law, from all Claims for indirect, consequential and exemplary damages, except where caused or contributed to by the fraud, gross negligence or wilful misconduct of that party or its Affiliates.

10.2 The Advocate releases each of InnerOrigin and InnerOrigin NZ, and their respective Affiliates, from all Claims arising from or relating to the operation of the Advocate's InnerOrigin business.

10.3 The Advocate indemnifies each of InnerOrigin and InnerOrigin NZ, and their respective Affiliates, from and against any Claim arising in connection with:

- (a) any act or omission in respect of their business activities as an InnerOrigin Advocate;
- (b) their breach of the terms of the Advocate Agreement; and/or
- (c) a breach by them of, or failure by them to comply with, any applicable law or regulation, including the FTA, the GST Act or the Privacy Act;

except to the extent that such Claim is (as applicable) caused by the negligence or default of InnerOrigin or InnerOrigin NZ or its respective Affiliates.

12. No representations

Each party acknowledges that it:

- (a) Has not been induced to enter into the Advocate Agreement by any representation or statement of fact or opinion made by or on behalf of any other party; and
- (b) Enters into the Advocate Agreement solely in reliance on its own skill and judgment and not in reliance on any statement, representation or warranty made by or on behalf of any other party.

13. Use of Name and Likeness

The Advocate authorises InnerOrigin and InnerOrigin NZ, without charge, to use their name(s), photograph(s), image(s), likeness and/or personal story(ies) in advertising or in promoting InnerOrigin, InnerOrigin NZ and/or the Products available via the InnerOrigin Platform.

14. Other Services and Products

Advocates are not restricted from selling the services and products of other companies during the term of their Advocate Agreement. However, direct or indirect promotion of those products and services to other InnerOrigin and InnerOrigin NZ Advocates is limited to those personally sponsored by that Advocate. This provision survives the expiry or termination of the Advocate Agreement.

15. Crossline or External Recruiting

During the term of the Advocate Agreement and for a period of six (6) months after the termination or expiration of the Advocate Agreement, recruiting an InnerOrigin and/or InnerOrigin NZ Advocate (directly or indirectly) whether through written, spoken or implied means:

- (a) from one (1) InnerOrigin Advocate organisation to another InnerOrigin Advocate organisation; or
- (b) from an InnerOrigin Advocate organisation to another direct sales organisation; is strictly prohibited.

This provision shall survive the expiry or termination of the Advocate Agreement.

16. Non-Competition

15.1 To protect the interests of InnerOrigin and InnerOrigin NZ, the Advocate covenants that, in consideration of entering into the Advocate Agreement, he or she will not, and will procure that no Related Party of the Advocate will:

- (c) During the period of six (6) months from the date of expiry or termination of the Advocate Agreement within New Zealand directly or indirectly carry on or be interested, engaged or concerned in, whether on his or her own account or in partnership with or as manager, agent, director, shareholder or employee or beneficiary under a trust or in any other capacity, any business, venture or other activity that is the same as or similar to InnerOrigin and InnerOrigin NZ; or
- (d) During the period of six (6) from the date of expiry or termination of the Advocate Agreement, whether on his or her own account or for any other person, solicit or approach and entice or endeavour to entice away any employee, officer, Advocate or consultant of InnerOrigin and InnerOrigin NZ, customers of InnerOrigin and InnerOrigin NZ or any subsidiaries or Related Party of InnerOrigin and InnerOrigin NZ; or
- (e) Without the prior written consent of InnerOrigin and InnerOrigin NZ, directly or indirectly contact, speak with, or communicate with any representative of any Merchant Partner except at an InnerOrigin and InnerOrigin NZ sponsored event at which the representative is present at the request of InnerOrigin and InnerOrigin NZ.
- (f) At any time disclose or use Confidential Information or other Intellectual Property Rights of or relating to InnerOrigin and InnerOrigin NZ or its Related Parties.

15.2 The Advocate acknowledges that:

- (g) The restrictive covenants contained in clause 15.1 are reasonable and necessary and have been given to protect and maintain the proprietary interests of InnerOrigin and InnerOrigin NZ;
- (h) He or she would not have entered into the Advocate Agreement unless the restrictive covenants were included; and

- (i) If the restrictive covenants are breached, monetary damages may not be sufficient to repair the harm done to InnerOrigin and InnerOrigin NZ and, if a breach is threatened or in the opinion of any of the parties is likely, equitable relief may be sought.

15.3 Each covenant contained in clause 15.1 is to be read and construed independently of the other covenants contained in that clause so that if one or more is held to be invalid as an unreasonable restraint or for any other reason then the remaining covenants are to be valid to the extent that they are not held to be so invalid. If any covenant contained in clause 15.1 is held to be invalid as an unreasonable restraint or for any other reason but would have been valid if part of its wording had been deleted or the period reduced or the range of activities or area dealt with reduced in scope, that covenant is to apply with those modifications necessary to make it valid and effective.

15.4 This clause will survive termination of the Advocate Agreement.

17. Confidentiality

13.1 Each party will keep and maintain as confidential, all Confidential Information disclosed by one party to the other and will not at any time, directly or indirectly:

- (j) Disclose or permit any such Confidential Information to be disclosed to any person; or
- (k) Use such Confidential Information other than for the purpose for which it was provided,

except:

- (l) To the extent required by law; or
- (m) As is already public knowledge without a breach of this clause by the parties seeking to disclose or use such Confidential Information; or
- (n) As is authorised in writing by each other party; or
- (o) As is reasonably necessary to give effect to the Advocate Agreement.

13.2 In the event that any party is legally required to disclose any confidential information, that party will:

- (a) Immediately notify the other parties in writing so that they may seek a protective order or other remedy;
- (b) Only disclose confidential information to the extent legally required; and
- (c) Notify the third person that the information is confidential information of the disclosing party.

13.3 Each party will:

- (a) establish and maintain effective security measures to keep Confidential Information secret and confidential including measures to prevent unauthorised access;
- (b) immediately notify the other party of any suspected or actual unauthorised use, copying or disclosure of any Confidential Information; and
- (c) provide assistance reasonably requested by the other party or any Related Company in relation to any proceedings they may make against any person for unauthorised use, copying or disclosure of the Confidential Information.

13.4 Where a party ceases to be a party to the Advocate Agreement, that party will immediately return all Confidential Information in its possession or control to the person from whom it received the Confidential Information.

13.5 This provision shall survive the termination or expiration of the Advocate Agreement.

18. Amendments to Advocate Agreement

- 14.1 Due to the competitive nature of the Multi Level Marketing industry and the Affiliate Marketing Industry, and the start-up nature of the InnerOrigin and InnerOrigin NZ business, the parties acknowledge and agree that, in order to stay competitive, it will be necessary for InnerOrigin and InnerOrigin NZ to amend the terms of the Advocate Agreement including these Advocate Terms and Conditions from time to time, and agree that InnerOrigin and InnerOrigin NZ may amend the terms of the Advocate Agreement including these Advocate Terms and Conditions, the Policies and Procedures and the Compensation and Rewards Plan from time to time.
- 14.2 The Advocate will be notified in writing of any changes to these Advocate Terms and Conditions, the Policies and Procedures or the Compensation and Rewards Plan. Such changes will also be posted on the InnerOrigin website (accessible at <https://www.innerorigin.com/advocates>).
- 14.3 Amendments to (as applicable) these Advocate Terms and Conditions, the Policies and Procedures and the Compensation and Rewards Plan will become effective thirty (30) days after notice in writing giving details of the intended changes has been sent to InnerOrigin Advocates and after details of the changes have been posted on the InnerOrigin website.
- 14.4 The continuation of the Advocate to submit business to InnerOrigin and/or InnerOrigin NZ or to accept Commissions or bonuses from InnerOrigin and/or InnerOrigin NZ will indicate acceptance of such changes.

19. Notices

Any notice to or by a party to the Advocate Agreement:

- (a) must be in writing addressed to the other party or parties to the Agreement at the last known address of the addressee party;
- (b) may be delivered in person, by pre-paid post, or by email; and
- (c) is regarded as given by the sender and received by the addressee:
- (i) if by delivery in person, when delivered to the addressee;
 - (ii) if by pre-paid post, on the fourth Business Day after posting; and
 - (iii) if by email, when transmitted to the addressee (provided that a failure to send notice is not sent to the sender);

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is deemed to be given on the next Business Day.

20. Dispute Resolution

- 19.1 If any dispute or difference arises between any of the parties, or if any matter or issue arises which any of the parties wishes to have resolved or remedied (**Dispute**) a party may serve a notice of Dispute on the others (**Dispute Notice**). For the purposes of this and the following clauses the term "**Dispute Notice**" means a written notice issued by either party on the other:
- (a) Specifying reasonable details of the nature of the Dispute;
 - (b) Designating the person with authority to negotiate and settle the matter or issue specified in the notice of behalf of the issuer of the notice; and
 - (c) Requiring the Recipients of the notice to enter into negotiations with the issuer of the notice to resolve the matter or issue specified in that notice and, for that purpose, to each appoint a representative with authority to negotiate a settlement.

19.2 Upon service of a Dispute Notice, the following procedures will apply:

- (a) No party may commence any arbitration or court proceedings relating to any Dispute unless that party has complied with the procedure specified in this clause 19.2.
- (b) Upon the issue of a Dispute Notice the parties will enter into negotiations in good faith to resolve a course of action for resolution of the Dispute within fourteen (14) days (or such longer period as the parties may agree) of the issue of a Dispute Notice;
- (c) Where any course of action for resolution of the Dispute is not resolved via the process in clause 19.2(a):
 - (i) the party that initiated the Dispute the **(First Party)** must provide written notice to the other parties **(Other Party)** nominating in that notice the First Party's representatives for negotiations. The Other Party must within seven (7) days give written notice to the First Party naming their representative for negotiations. Each representative nominated will have authority to settle or resolve the Difference acting in good faith;
 - (ii) if the parties are unable to resolve the Dispute by discussions and negotiations within seven (7) days of receipt of notice from the Other Party then the parties must immediately refer the Dispute to mediation;
 - (iii) any mediation must be conducted in terms of the LEADR New Zealand Inc. Standard Mediation Agreement. The mediation must be conducted by a mediator and at a fee agreed by the parties. Failing agreement by the parties as to appointment of a mediator within seven (7) days of reference to mediation as set out above, the mediator will be selected and his/her fee determined by the President for the time being of LEADR New Zealand Inc. (or any suitable replacement organisation);
 - (iv) if the Dispute remains unresolved after mediation then the Dispute must be submitted to arbitration of the single arbitrator agreed on between the parties or in fault of agreement to be nominated by the President of the New Zealand Law Society. The arbitration will be conducted in accordance with the Arbitration Act 1996 [other than the provisions of clauses 3(1)(a), 5(1)(a) and 7 of Schedule 2 to the Arbitration Act 1996]. The parties reserve the right to appeal to the High Court on any question of the law arising out of an award.

19.3 Nothing in this clause will prevent any party from taking immediate steps to seek urgent interlocutory relief before an appropriate Court

21. Costs

Except as otherwise provided in the Advocate Agreement, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of the Advocate Agreement.

22. Court Proceedings

Until a party has complied with the preceding provisions of this clause that party may not commence court proceedings relating to the dispute except that nothing in this clause precludes a party seeking injunctive relief from an appropriate court where damages would not be an appropriate remedy.

23. Further Assurances

The parties agree to execute all such documentation and do all such acts and things as may be necessary or reasonably be required in order to give effect to, and carry out, the terms of the Advocate Agreement.

24. Force Majeure

No party (**Affected Party**) will be liable for any delay or for any failure to fulfil its obligations under the Advocate Agreement if:

- (a) The failure or delay arises directly from or as a consequence of any cause or circumstance beyond the reasonable control of the Affected Party;
- (b) The Affected Party:

- (i) as soon as reasonably practicable after the start of the cause or circumstance, notifies the other party in writing of the nature, effects and expected duration of the cause or circumstance; and
- (ii) uses its best endeavours to mitigate the effects of the cause or circumstance on the performance of its obligations under the Advocate Agreement.

Nothing in this clause 22 shall excuse a party from any obligation to make payment when due under the Advocate Agreement.

25. Severability

If any covenant, undertaking or condition of the Advocate Agreement is found to be invalid or unenforceable at law, that covenant, undertaking or condition will not affect any other term of the Advocate Agreement and, as far as is possible, will be read down to the extent required to make it enforceable. If necessary, the parties will, in good faith, negotiate a valid and enforceable replacement term to express their intention.

26. Waiver

Any waiver by InnerOrigin and/or InnerOrigin NZ of any breach of the Advocate Agreement by another party must be in writing and signed by an authorised officer of (as applicable) InnerOrigin and/or InnerOrigin NZ. Waiver of any breach of the Advocate Agreement will not operate or be construed as a waiver of any subsequent breach.

27. Business Day

If, under the provisions of the Advocate Agreement or under any Notice or demand, anything is required to be done on a day which is not a Business Day, the day or the last day for compliance will be deemed to be the next following Business Day.

28. No Partnership, Joint Venture or Agency

The Advocate Agreement is not intended to (and does not) create a partnership, joint venture or a relationship of principal and agent between the Advocate and either InnerOrigin or InnerOrigin NZ; and the Advocate will not hold itself out as being so related.

29. Governing law and jurisdiction

The Advocate Agreement will be governed by, and construed in accordance with, the laws of New Zealand.

The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand with respect to any legal action, suit or proceeding or any other matter arising out of or in connection with this Advocate Agreement.

Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been bought in an inconvenient forum, where that venue falls within above clause.

30. Counterparts

The Advocate Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same document.

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SECTION 1 – INTRODUCTION

Unless the context indicates otherwise, capitalised terms in these Policies and Procedures will have the same meaning applied in the Advocate Terms and Conditions. The Advocate Terms and Conditions means the standard terms and conditions (as amended from time to time) applicable to InnerOrigin Advocate Agreements, and a copy of which is available on the InnerOrigin website at <https://www.innerorigin.com/advocates>

These Policies and Procedures govern the way in which InnerOrigin Advocates conduct business with InnerOrigin and InnerOrigin NZ and, together with the relevant Advocate Application, the Advocate Terms and Conditions, and the Compensation and Rewards Plan constitute a binding agreement between and among InnerOrigin, InnerOrigin NZ and the relevant Advocate. Failure by an Advocate to comply with their obligations under any of the terms set out in this Policies and Procedures document will constitute breach of their Advocate Agreement and may result in the termination of their Advocate Agreement.

1.1 Advocate Code of Conduct.

Each Advocate undertakes to InnerOrigin and InnerOrigin NZ that, as an InnerOrigin NZ Advocate:

- they will be honest and fair in their dealings;
- they will perform their business in a manner that will enhance their reputation and the positive reputation of InnerOrigin and InnerOrigin NZ;
- they will be courteous and respectful of every person they contact in the course of their InnerOrigin and InnerOrigin NZ activities;
- they fulfil their leadership responsibilities as an InnerOrigin Advocate including training, supporting and communicating with other InnerOrigin Advocates;
- they will present InnerOrigin Products and the Compensation and Rewards Plan accurately as set forth in InnerOrigin <https://www.innerorigin.com/advocates>
- they will not misrepresent InnerOrigin Products or the Compensation and Rewards Plan;
- they will not engage in misleading or deceptive conduct or other; and
- they will remember that even their experience, and benefits received from Products or InnerOrigin programs, may be interpreted as unauthorised “extension of labelling claims”.

Each Advocate acknowledges to, and agrees with, InnerOrigin NZ that, as an InnerOrigin Advocate:

- they understand and agree that they are solely responsible for all financial and/or legal obligations they incur in the course of their business as an InnerOrigin Advocate and will discharge all such debts and duties as required of an InnerOrigin Advocate.
- they are an independent contractor, and not an employee, partner, legal representative, or franchisee of InnerOrigin NZ; and
- they are solely responsible for paying all expenses they incurred by themselves, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses in relation to their InnerOrigin Advocate business.

1.2 Independent Contractor Status.

All Advocates are (and acknowledge and agree that they are) independent contractors, engaged in their own separate and independent business pursuits. Advocates who are individuals will not be employees of InnerOrigin or InnerOrigin NZ, and will not be regarded or treated as employees for any purpose, including tax purposes.

Advocates are not (and acknowledge and agreed they are not) franchisees, and the Advocate Agreement does not create an employer/employee relationship, or an agency (except to the extent expressly set out in the Advocate Agreement), partnership or joint venture between the Advocate and either InnerOrigin or InnerOrigin NZ. Advocates have no authority to bind InnerOrigin or InnerOrigin NZ to any obligation.

Advocates are strictly prohibited from stating or implying, whether orally or in writing, that their relationship is anything other than as outlined above. Each Advocate will hold InnerOrigin and InnerOrigin NZ harmless from any Claim arising out of their business practices.

Advocates are encouraged to establish their own working hours and, as long as they comply with the terms of the Advocate Agreement, to determine their own methods of promotions of Products on the InnerOrigin Platform.

1.3 Business Conduct.

Advocates must perform all of their business activities in a professional and ethical manner, and in a manner which will enhance the Advocate's reputation and the positive reputation of InnerOrigin and InnerOrigin NZ. Advocates must not engage in any conduct that could negatively reflect on the reputation of InnerOrigin, InnerOrigin NZ or any other Advocate. Advocates must be courteous and respectful of every person they deal with including employees and executives of the corporate offices of InnerOrigin and InnerOrigin NZ, and must conduct their business in a way that respects the products and professionalism of InnerOrigin, InnerOrigin NZ and other Advocates. Advocates must not under any circumstances disparage or infringe upon the InnerOrigin name or reputation (in connection with the promotion of the Products or otherwise) or misappropriate any Confidential Information or proprietary information or trade secrets (including other Advocate's names and address lists) of InnerOrigin or InnerOrigin NZ for use by themselves or others.

1.4 Advocate Purchases.

InnerOrigin Advocates are not required to purchase Products from the InnerOrigin Platform. However, if InnerOrigin Advocates wish to purchase Product (including Samples Packs) via the InnerOrigin Platform, they may do so on the basis of the Customer Terms and Conditions.

1.5 Confidentiality Agreement.

InnerOrigin Advocates will gain access to Confidential Information of InnerOrigin and/or InnerOrigin NZ. Without limiting the generality of the foregoing, Advocates will gain access to Confidential Information such as information contained in genealogical or downline reports provided or accessible to InnerOrigin Advocates, customer lists and contact details, supplier and manufacturer information, commission or sales reports, product formulas, names and addresses of InnerOrigin Advocates, and other financial and business information of InnerOrigin and/or InnerOrigin NZ. All such information (whether in electronic, oral or written form) is proprietary to and owned by InnerOrigin and/or InnerOrigin NZ, and is transmitted or available to InnerOrigin Advocates in strict confidence. An essential term of each Advocate Agreement is that the relevant Advocate agrees that they will not disclose any such confidential or proprietary information to any third party, directly or indirectly, or use the information to compete with InnerOrigin or InnerOrigin NZ for any other purpose except as expressly authorised by their Advocate Agreement.

SECTION 2 – BECOMING AN INNERORIGIN NZ ADVOCATE

2.1 Advocate Application.

A person who wishes to become an InnerOrigin Advocate must make application to InnerOrigin NZ to be approved as such by completing and returning an Advocate Application to InnerOrigin NZ either online or to the address shown on the Advocate Application form, together with payment to InnerOrigin NZ for the Registration Fee, and authority for InnerOrigin NZ to subsequently charge for the Business Kit and the relevant Samples Pack as indicated by the Advocate in the Advocate Application.

2.2 Advocate Rights.

All InnerOrigin Advocates are authorised to promote the Products listed on the InnerOrigin Platform, and to participate in the InnerOrigin Compensation and Rewards Plan. All InnerOrigin Advocates may sponsor new Advocates.

2.3 Legal Age.

An Advocate who is an individual and each person who has any ownership of or carries out any “Advocate” type work in relation to an Advocate which is a separate legal entity (see clause 2.5 below) must be of legal age in New Zealand.

2.4 Couples.

Each participant or legal entity is limited to being approved as one (1) Advocate. Married, civil union or de-facto couples (collectively “spouses”) who wish to become an InnerOrigin Advocate must enroll as one (1) InnerOrigin NZ entity and may not be associated (directly or indirectly) with Advocate positions in other advocate organisations. The actions of one (1) spouse will be attributed to both spouses and, therefore, the Advocate position. In the event that two (2) Advocates subsequently marry or enter into a corresponding civil union or de-facto relationship, they may each maintain their pre-existing separate Advocate positions.

2.5 Companies, Partnerships and Trusts.

Companies, partnerships and/or trusts may become an InnerOrigin Advocate ONLY when the completed Advocate Application is accompanied by copies of relevant documents including (as applicable) the certificate of incorporation, company constitution, the partnership agreement and/or the trust deed, and such further information and documents as are required by InnerOrigin NZ is provided when requested.

Where a company is involved in an Advocate Application, Advocates must disclose details of all directors, officers and shareholders involved in the company. Partnerships must disclose details of all partners. Trusts must disclose details of the trustee(s) and all beneficiaries or a description of the class of beneficiaries. If any shareholder, partner, member or manager of an Advocate is itself an entity, then the information required for an Advocate must also be provided for such shareholder(s), partner(s), member(s) or manager(s).

If any Advocate carries on business as a company, the company name must not include the words “Inner” or “Origin” or words that are confusingly similar to either of them. The Advocate’s proposed company name must first be approved in writing by InnerOrigin NZ and must be registered in

accordance with all relevant and applicable laws. Full details of the approved company name must be on file with InnerOrigin NZ.

If any Advocate involves the efforts of more than one (1) individual, whether as a company, partnership, trust or otherwise, the actions of any one (1) participant will reflect on InnerOrigin Advocates as a whole. If one (1) participant is found to have breached the terms and conditions of the relevant Advocate Agreement, then the InnerOrigin Advocates as a whole will be considered to be in breach.

2.6 Fictitious and/or Assumed Names.

A person or entity may not apply to become an Advocate using a fictitious or assumed name or the name or identity of a person or entity that will not be associated with the InnerOrigin Advocate. No one may enter or use a New Zealand Company number, Business Number, an Inland Revenue Department (“IRD”) Number or Goods and Services Tax (“GST”) Number that was not assigned to the primary individual or entity on as an InnerOrigin Advocate.

2.7 IRD Number.

All Advocates must provide their IRD Number and GST Number to InnerOrigin.

2.8 Taxation.

InnerOrigin Advocates will be treated as independent contractors for tax purposes. As independent contractors, Advocates will not be (or be treated as) employees, franchisees, joint venturers, partners or agents of InnerOrigin or InnerOrigin NZ. Advocates are responsible for the payment of all income tax and other taxes relating to their business and earnings.

SECTION 3 – LEGAL COMPLIANCE

3.1 Legal Compliance.

InnerOrigin Advocates must comply with all applicable laws and regulations concerning the operation of their business including, but not limited to, the Fair Trading Act 1986, Consumer Guarantees Act 1993, Medicines Act 1981, Medicines Regulations 1984, Australia New Zealand Food Standards Code and Hazardous Substances and New Organisms Act 1996. Advocates are responsible for their own managerial decisions and expenditures. Since Advocates are not employees of InnerOrigin or InnerOrigin NZ, neither InnerOrigin nor InnerOrigin NZ is responsible for payment or co-payment of any employee benefits including but not limited to annual leave entitlements, sick leave entitlements, income tax, KiwiSaver contributions and Accident Compensation Corporation levies.

3.2 No Exclusive Territories.

There are no exclusive territories for recruiting or marketing purposes and no Advocate may imply or state that they have any exclusive territory rights.

3.3 Representation of Government Endorsements.

Regulatory agencies in New Zealand do not endorse direct selling programs or their products or services. Therefore, Advocates may not represent (directly or indirectly) that the InnerOrigin

Compensation and Rewards Plan or the Products available on the InnerOrigin Platform have been approved, reviewed or endorsed by any government agency.

3.4 Regulatory Approval and Therapy.

Except as expressly authorised in writing by InnerOrigin and InnerOrigin NZ, Advocates must not (directly or indirectly) make any claim regarding the Products available on the InnerOrigin Platform, including that any such product or service has regulatory approval of any kind. Advocates must not discuss or suggest that any diagnosis, evaluation, prognosis, description, treatment, therapy, management or remedy of any illness, ailment or disease can be improved by consumption, use or application of any Products. Advocates must understand that the Products are not offered, intended or considered as medicinal treatments of any disorder or disease, either mental or physical. InnerOrigin Advocates may not make any claims regarding Products available on the InnerOrigin Platform except as authorised in writing by InnerOrigin and InnerOrigin NZ.

3.5 Personal Information.

Personal information regarding InnerOrigin Advocates will be dealt with in accordance with InnerOrigin's privacy policy (a copy of which is available on the InnerOrigin website) and in accordance with the Privacy Act 1993, Privacy Regulations 1993 and privacy Codes of Practice. In part, personal information regarding Advocates will not be used or disclosed except in connection with the business of InnerOrigin and InnerOrigin NZ, unless required by law. In the event of an emergency, the inquiring party may contact the Compliance Department of InnerOrigin or InnerOrigin NZ, which will advise the relevant Advocate that someone is attempting to contact them.

3.6 Endorsements.

No endorsements by any third parties may be claimed by InnerOrigin Advocates except as expressly communicated in InnerOrigin and InnerOrigin NZ literature and communications or otherwise with the express written consent of InnerOrigin and InnerOrigin NZ.

3.7 Liability.

Breach by an Advocate of any provision of their Advocate Agreement may be grounds for suspension and/or termination of the InnerOrigin Advocate. Depending on the nature of the breach, Advocates may also be subject to civil or criminal liability as a result of their breach of the Advocate Agreement or law. Additionally, InnerOrigin and InnerOrigin NZ may withhold payment to an InnerOrigin Advocate to offset any damages suffered by InnerOrigin or InnerOrigin NZ as a result of an Advocate's breach of their Advocate Agreement or law.

3.8 Other Services and Products.

Advocates are not restricted from selling the services and products of other companies during the term of their Advocate Agreement. However, direct or indirect promotion of those products and services to InnerOrigin or InnerOrigin NZ Advocates is limited to those personally sponsored by that Advocate.

SECTION 4 – SPONSORING & TRAINING AND SUSPENSION

4.1 Sponsoring.

InnerOrigin Advocates are entitled to sponsor other approved individuals or entities into the InnerOrigin organisation in New Zealand and any other country where InnerOrigin and InnerOrigin NZ have officially commenced business, by making application to InnerOrigin NZ in the approved manner.

By sponsoring an individual or entity as an Advocate, the Advocate agrees to fulfil its obligations as the sponsoring Advocate (including providing that individual with current copies of all relevant documents).

Advocates can be approved, and the term of an Advocate Agreement can be renewed, only by InnerOrigin NZ (either directly or, with appropriate authority, by its duly appointed delegate on its behalf).

Advocates are compensated only for the generation of purchases of Products by Customers via the InnerOrigin Platform and not for sponsoring new Advocates into the program.

4.2 Sale/Transfer of InnerOrigin Advocate.

Except as specifically permitted by the Advocate Agreement, an InnerOrigin Advocate position may be sold or transferred to a non-Advocate only with the prior written consent of InnerOrigin NZ which can be applied for only after a period of not less than six (6) months after the approval of that Advocate. A completed and executed Sale/Transfer form, in the form required by InnerOrigin NZ, must be submitted to InnerOrigin NZ for its consent. A change in business status of an Advocate (such as from individual to company or vice versa) also requires the prior written consent of InnerOrigin NZ following submission of a completed and executed Sale/Transfer form in the form required by InnerOrigin NZ. All fees and costs (including legal costs) reasonably incurred by InnerOrigin NZ in connection with the sale or transfer of the InnerOrigin Advocate are payable by the Advocate.

4.3 Multiple Applications.

If one applicant submits more than one (1) Advocate Application, listing different sponsors, only the first completed form to be received by InnerOrigin NZ will be accepted. InnerOrigin NZ reserves the right, in its sole discretion, to make the final decision with respect to any such dispute.

4.4 Sponsor Corrections.

Sponsor changes are not permitted. However, sponsor corrections can be made if the error is reported to InnerOrigin NZ within three (3) Business Days of the date of submission of the relevant Advocate Application. Sponsor corrections must be requested from the original sponsor, stating the reason that the correction needs to be made.

4.5 Acquisition of Business.

InnerOrigin Advocates wanting to acquire another Advocate's business must first terminate their existing Advocate status and wait a period of at least six (6) months from the date of the resignation notice before being eligible to purchase the other Advocate's business. All such transactions must be fully disclosed through the completion of a Sale/Transfer form submitted to InnerOrigin NZ and is subject to the written approval of InnerOrigin NZ.

4.6 Adding of Co-Applicants.

When adding a co-applicant (either an individual or another business entity) to an existing InnerOrigin Advocate, a written request and a properly executed new Advocate Application containing both the existing Advocate's and the new co-applicant's required information must be submitted to InnerOrigin NZ. A co-applicant may not under any circumstance be party to another InnerOrigin Advocate. The existing Advocate must be a party to the new Advocate Agreement. If approved, the existing Advocate and the new co-applicant will be jointly and severally liable for the performance of the Advocates' obligations under the Advocate Agreement.

The modification permitted within the scope of this section 4.6 does not include change of sponsorship. There is a Twenty-Five Dollar (NZ\$25.00) processing fee for changes or additions.

If the original Advocate wants to terminate their InnerOrigin Advocate, they must do so in accordance with the relevant provisions of the Advocate Agreement. If this is not done, the InnerOrigin Advocate will be terminated on withdrawal of the original Advocate. All bonus and commission cheques will be sent to the address on record for the Advocate.

4.7 Training Requirement.

Advocates are required to assure the adequate training of Advocates they sponsor. "Adequate training" shall include, but is not limited to, education regarding the Advocate Terms and Conditions, the Policies and Procedures, the Compensation and Rewards Plan, product information regarding the Products, sound business practices, sales strategies, compliance with applicable laws and regulations, including but not limited to the Fair Trading Act 1986 and Consumer Guarantees Act 1993 and ethical business behavior. Sponsors must maintain an ongoing, professional leadership association with Advocates in their organisation.

4.8 Resignation.

Advocates may voluntarily resign their Advocate status by failing to renew their Advocate Agreement when required to do so or by sending written notice to the InnerOrigin Compliance Department in accordance with the terms of their Advocate Agreement. Resignation is effective upon receipt of such notice. An Advocate who fails to renew their Advocate Agreement will be deemed to have resigned their Advocate status and may not reapply to become an InnerOrigin Advocate, either individually or have a financial or any other beneficial interest in any other Advocate entity, for a period of six (6) months from the date of resignation or deemed resignation.

4.9 Suspension.

InnerOrigin reserves the right to suspend any Advocate for cause if (acting reasonably) it is considered that the Advocate may have materially breached the provisions of their Advocate Agreement or the provisions of the applicable laws. If it is considered necessary or appropriate under the circumstances to do so, (including where the Advocate is alleged to have engaged in cross-line recruiting in breach of clause 3.9), InnerOrigin NZ may make such suspension at its discretion pending further investigation. InnerOrigin NZ will give written notice of the suspension to the relevant Advocate. In the event of a suspension, Advocates must (and agree to) immediately cease representing themselves as an InnerOrigin Advocate.

During the investigation period of any such suspension, any commissions, overrides or bonuses which may be due to that Advocate will be held in abeyance by InnerOrigin NZ pending resolution and InnerOrigin NZ shall have the right to prohibit the suspended Advocate from promoting the Products on the InnerOrigin Platform.

Should the basis of the suspension be deemed by InnerOrigin NZ to not be substantiated, the suspension will be lifted and any commissions, overrides or bonuses will be credited to the Advocate.

4.10 Appeal.

A terminated or suspended Advocate may appeal the decision by submitting a letter of appeal to the Compliance Department of InnerOrigin stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances). InnerOrigin NZ must receive the letter of appeal within ten (10) Business Days of the date of such notice of termination or suspension, or as otherwise stated in the notification.

If an Advocate files an appeal in accordance with this clause, InnerOrigin NZ will review the decision (acting reasonably) and notify the Advocate of its decision.

If an appeal is denied, the original (as applicable) termination or suspension will remain in effect as of the date of InnerOrigin NZ's original notice.

4.11 Cumulative Remedies.

The rights, powers and remedies given to InnerOrigin and/or InnerOrigin NZ in the Advocate Agreement are subject to the prevailing law but are otherwise in addition to, and not instead of, rights provided by law. Upon a breach of the Advocate Agreement by an Advocate, in addition to rights of suspension and/or termination, InnerOrigin NZ shall have the right to pursue all legal and equitable remedies to enforce its rights under the Advocate Agreement. InnerOrigin NZ will have the right to offset against commissions payable to an Advocate any amounts owed to InnerOrigin or InnerOrigin NZ by such Advocate.

SECTION 5 – SUCCESSION, DIVORCE OR DISSOLUTION

5.1 Succession.

On the death of an Advocate, subject to compliance with the provisions of this section, the InnerOrigin Advocate may pass to the Advocate's successor in interest as provided by law. However, InnerOrigin and InnerOrigin NZ will not recognise such transfer until the successor in interest has submitted a completed Sale/Transfer form to InnerOrigin NZ together with a certified copy of the death certificate and the will, grant of probate or Letters of Administration (depending on whether there is a will or not) and other relevant legal documents of the deceased Advocate and (as applicable) up to date copies of relevant documents relating to any entities involved as reasonably required by InnerOrigin or InnerOrigin NZ and has executed a new Advocate Agreement with InnerOrigin and InnerOrigin NZ. The successor will thereafter be entitled to all the rights, and will be subject to all the obligations, of InnerOrigin Advocates. The successor-in-interest must be of legal age in New Zealand.

5.2 Divorce or Dissolution.

During the pendency of dissolution of marriage, or separation of de-facto or civil union partners or the dissolution of an entity, both parties must adopt one of the following methods of operation:

- one of the parties may, with written consent of the other party, operate the InnerOrigin NZ Advocacy business and deal directly and solely with that business; or
- the parties may continue to operate the InnerOrigin NZ Advocacy business jointly on a business-as-usual basis, whereby all compensation paid by InnerOrigin NZ will be paid into the joint names of the relevant Advocates or into the name of the Advocate entity to be divided as the parties may independently agree between themselves.

Under no circumstance will InnerOrigin NZ split commissions and bonus cheques between separating Advocate spouses or members of dissolving Advocate entities. InnerOrigin NZ will recognise only one (1) downline organisation and will issue only one (1) commission cheque per InnerOrigin NZ Advocate business per commission cycle. Commission cheques will always be issued to the same individual or entity. If the parties to separation or dissolution proceedings are unable to resolve a dispute over the distribution of commissions and ownership of the InnerOrigin NZ Advocacy business, the Advocate Agreement may be cancelled or suspended by InnerOrigin or InnerOrigin NZ.

SECTION 6 – INTELLECTUAL PROPERTY, LITERATURE AND ADVERTISING.

6.1 Trade marks and Other Intellectual Property.

The name, logo and branding of "InnerOrigin" are the trade marks licensed to InnerOrigin NZ. Only InnerOrigin NZ is authorised to produce and market products and literature under these trademarks, and to authorise others to do so in the relevant territory. This includes, but is not limited to, slides, overheads, brochures, videos, domain addresses, training and/or marketing materials and all promotional materials such as but not limited to t-shirts, caps, pins and magnetic signs. Use of the "InnerOrigin" name, logo or other Intellectual Property Rights on any item not produced or authorised by InnerOrigin NZ is strictly prohibited.

Advocates acknowledge they are aware that any right to use InnerOrigin's Intellectual Property Rights is non-exclusive, and that InnerOrigin has the right and sole discretion to grant others the right to use such Intellectual Property Rights. Advocates expressly recognise that any and all goodwill associated

with the Intellectual Property Rights (including goodwill arising from an Advocate's use) inures directly and exclusively to the benefit of InnerOrigin and is the property of InnerOrigin and that, on expiration or termination of their respective Advocate Agreement, no monetary amount shall be attributable to any goodwill associated with an Advocate's use of the Intellectual Property Rights.

6.2 Telephone, Facsimile and Internet Listings.

Advocates are not permitted to use the InnerOrigin trade mark or trade name in advertising their telephone or facsimile number or any email or internet details in any telephone or internet directory or contact list without clearly identifying themselves as independent InnerOrigin Advocates or independent contractors.

6.3 "Toll Free" Telephone Number Listings.

InnerOrigin Advocates are not permitted to list their "toll free" telephone numbers using the InnerOrigin trade mark without prior written approval from InnerOrigin. Approval can be applied for by making application in writing to the Compliance Department of InnerOrigin. If approval is granted, unless approved otherwise, the listing must be stated in the following manner:

[Advocate Name]

Independent InnerOrigin Advocate

OR

Independent Advocate of InnerOrigin

OR

Independent InnerOrigin Contractor

No other variation may be used to describe the Advocate's association with InnerOrigin.

6.4 Imprinted Cheques

InnerOrigin Advocates are not permitted to use the InnerOrigin trade name or any of its trade marks on their business or personal cheque accounts.

6.5 Imprinted Business Cards or Letterheads.

InnerOrigin Advocates are not permitted to create their own business cards or letterhead with the use of the InnerOrigin name, trade mark or other intellectual property without prior written approval from InnerOrigin.

6.6 InnerOrigin Literature.

Only official InnerOrigin literature may be used in presenting the Products and/or the InnerOrigin Compensation and Rewards Plan and business. InnerOrigin literature may not be duplicated or reprinted without prior written permission from InnerOrigin and InnerOrigin NZ which may be obtained by written request to the InnerOrigin Compliance Department. Banners, trade show materials, and other related promotional material must be approved in advance and in writing by

InnerOrigin and InnerOrigin NZ. Items on the InnerOrigin corporate website (www.innerorigin.com, www.innerorigin.biz) and the replicating website may be downloaded for promotional purposes.

6.7 Advertising.

Only InnerOrigin approved materials may be used in the placement of any advertising in any print, radio, television, internet, electronic or other media. No person may use the InnerOrigin name, logos, trademarks, copyrighted material or other intellectual property in any advertising without express written permission from the Compliance Department of InnerOrigin which may be obtained by written request to the InnerOrigin Compliance Department. If approval is obtained, no approved text may be changed. If any change is wanted, the amended material must first be submitted for approval in the same manner. Advocates should allow two (2) Business Days from receipt by InnerOrigin for processing.

6.8 Internet and Website Policy.

InnerOrigin Advocates may promote their Advocate business through InnerOrigin's replicating website program, but not through its corporate website or the Platform. The replicating website links seamlessly directly to the official InnerOrigin website giving Advocates a professional and InnerOrigin-approved presence on the Internet. InnerOrigin Advocates are not permitted to independently design a website that uses the name, logo or other intellectual property (including product descriptions) of InnerOrigin and InnerOrigin NZ or otherwise promote (directly or indirectly) the Products or the Compensation and Rewards Plan. InnerOrigin Advocates may not use any trademark of InnerOrigin or any derivative or abbreviation thereof as a domain name or email address. InnerOrigin Advocates may only advertise or promote their Advocate business or InnerOrigin's business, products or marketing plan or use InnerOrigin's name in any electronic media or transmission, including on the Internet via web sites or otherwise, with the prior written approval of InnerOrigin and InnerOrigin NZ, which approval may be given or withheld by InnerOrigin and InnerOrigin NZ in its sole discretion and in accordance with this Policies and Procedures document. If written approval is given, Advocates must abide by the guidelines set out by InnerOrigin at <https://www.innerorigin.com/advocates> including the following:

- (a) Advocates shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to promote Products, procure the purchase by Customers of Products via the Platform or sponsor further Advocates;
- (b) Advocates operating on-line websites, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used;
- (c) Advocates sharing personal information collected on-line shall provide individual consumers with an opportunity to prohibit the dissemination of such information and, if any consumer requests that his or her personal information not be shared, Advocates shall refrain from sharing such information;
- (d) Advocates shall provide individual consumers, who have opted to receive electronic messages, the option to terminate any further communication between the Advocate and the consumer and, if any consumer requests that an Advocate cease communication, the Advocate shall immediately stop communicating upon such request;
- (e) Advocates must abide by all laws and regulations regarding electronic communications;
- (f) Advocates may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed;
- (g) Advocates may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which

- could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation;
- (h) Advocates may not, directly or indirectly, send bulk unsolicited e-mails or other electronic messages to persons with whom they have no prior or existing personal or business relationship; and
 - (i) Advocates and will comply in all respects with, at a minimum, the *Privacy Act 1993*, Harmful Digital Communications Act 2015 and the *Unsolicited Electronic Messages Act 2007*.

6.9 Domain Names.

Advocates may not use or attempt to register any InnerOrigin trademark, trade name, service mark, product name, InnerOrigin and InnerOrigin NZ name or any derivative thereof, for any Internet domain name.

6.10 Email and Newsgroup Marketing.

“Spamming” as well as telephoning or faxing potential consumers without express consent is strictly prohibited. Advocates shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Advocates shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Advocates shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, pyramid schemes or chain letters. Users of the InnerOrigin website will not participate in any activity that will restrict or inhibit any other user from using the website.

6.11 Auctions.

InnerOrigin Advocates may not promote Products or the InnerOrigin program via live, silent, internet or any other type of auctions other any other form of ecommerce marketplace or platform, such as Trade Me.

6.12 Income Claims.

InnerOrigin Advocates may not, in any manner, for recruiting purposes or any other reason, display or make copies or details of commission cheques available to any third party or make specific income or lifestyle claims or representations to any third party (including via use of imagery).

6.13 Trade Shows.

With prior written authorisation from InnerOrigin and InnerOrigin NZ, InnerOrigin Advocates may display and promote at trade shows details of Products available on the InnerOrigin Platform and the opportunity available as an InnerOrigin Advocate. Requests for participation in trade shows must be received in writing by InnerOrigin at least two (2) weeks prior to the event. The Products and the InnerOrigin business are the only products and opportunity that may be offered directly or indirectly at the trade show booth or table. Only InnerOrigin approved marketing materials may be displayed or distributed.

6.14 No Re-Packaging.

The repackaging of Products available on the InnerOrigin Platform for any reason whatsoever is strictly prohibited.

6.15 No Reproduction or Recordings.

Advocates must not produce or reproduce InnerOrigin produced audio or video materials detailing the InnerOrigin opportunity or the available Products. Advocates must not record in any manner any InnerOrigin function.

6.16 Telephone Answering.

Advocates must not answer their telephone or create recordings with “InnerOrigin”, “InnerOrigin NZ” or words that include “InnerOrigin”, “InnerOrigin NZ” or in any manner that could lead the caller to believe that he or she has reached the corporate office of InnerOrigin or InnerOrigin NZ.

6.17 Voicemail Systems.

InnerOrigin and InnerOrigin NZ maintains a voicemail system for use by InnerOrigin Advocates. This system is a tool intended to promote communication with downline organisations. Under no circumstance shall an Advocate use the InnerOrigin and InnerOrigin NZ voicemail system to promote any non-InnerOrigin product, service, program or opportunity.

6.18 Media Interviews.

Advocates are prohibited from granting radio, television, newspaper, tabloid, Internet, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicise InnerOrigin, InnerOrigin NZ, the Products, or the InnerOrigin businesses, without the express prior written approval of InnerOrigin and InnerOrigin NZ. All media inquiries should be referred to InnerOrigin’s corporate office.

SECTION 7 – PAYMENT OF BONUSES AND OVERRIDES

7.1 Advocate Agreement.

Bonuses and overrides cannot be paid to an Advocate until a completed Advocate Agreement with that Advocate has been accepted and signed by InnerOrigin and InnerOrigin NZ. Bonuses are paid ONLY on Customer purchases of Products via the InnerOrigin Platform. No bonuses are paid on the purchase of any sales materials, sales aids or the recruitment of further Advocates.

7.2 Commission Payments.

Payments of commissions will be made by electronic funds transfer. Unless otherwise required by applicable law, the minimum amount of commissions payment is twenty dollars (NZD\$20.00). If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds twenty dollars (AU\$20.00).

7.3 Commission Processing Fee.

Advocates will be charged a commission processing fee of three dollars twenty five cents (NZD\$3.25) to be deducted from all commission payments.

7.4 Fees for Cheque Advice, Cheque Reissue and Unpresented.

Advocates will be liable for a fifteen dollar (NZD\$15.00) fee for InnerOrigin reissuing a cheque and a ten dollar (NZD\$10.00) fee for each notice that is sent to the Advocate advising that an issued cheque had not been cashed.

7.5 Dormant Outstanding Commission Payments.

Advocates will be charged a monthly dormant commission fee of twenty dollars (NZD\$20.00) for the following:

- (a) when there has been no activity in the relevant Advocate's wallet for a period of six (6) months; and
- (b) pending commission payments that are delayed for a period of six (6) months or more due to the action or inaction of the relevant Advocate.

The fee will be charged monthly on each outstanding weekly commission payment. The dormant commission fee cannot reduce the commission below \$0.

7.6 Funds Availability Policy

InnerOrigin strives to maximise the use of company resources, including its cash deposits. It is the company's policy to always have sufficient cash on hand to meet the normal commission payments and funds requests of its members. However, large funds requests that are not consistent with the normal weekly requests may require special arrangements and take extra time. For this reason, it is InnerOrigin's policy to limit funds requests to a maximum of fifteen thousand dollars (NZD\$15,000.00) per week. Special arrangements can be made to accommodate larger funds requests with advance notice.

SECTION 8 – PROMOTION OF PRODUCTS

8.1 Presentations.

At Product demonstrations or presentations, Advocates must truthfully identify themselves, the InnerOrigin listed Products, and the purpose of their business. Advocates may not use any misleading, deceptive, or unfair practices (within the meaning of the Fair Trading Act 1986). Explanations and demonstrations of Products shall be accurate and complete including with regard to price, terms of payment, refund rights, guarantees, and after-sales services and delivery.

Advocates should make personal or telephone contacts only in a reasonable manner and during reasonable hours to avoid being intrusive. Advocates must immediately discontinue a demonstration or presentation on request by the consumer to do so. Advocates shall not, directly or by implication, denigrate any other company or product. Advocates shall refrain from using comparisons which are likely to mislead or which are not compatible with the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated as required by the Fair Trading Act 1986. Advocates shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers and shall not exploit a customer's age, illness, lack of understanding or lack of language expertise.

8.2 Commission Adjustments.

Any upline Advocate affected by returned Products to InnerOrigin or InnerOrigin NZ will accordingly be subject to adjustment in their commissions, overrides and bonus accounts, personal volume, and the like based on all commissions and bonuses paid on the returned Products.

8.3 Bonus Buying.

Bonus buying includes:

- (a) the enrolment of an individual or entity as an InnerOrigin Advocate without the knowledge of, and/or execution of an Advocate Agreement by, such individual or entity;
- (b) the fraudulent enrolment of an individual or entity as an InnerOrigin Advocate;
- (c) the enrolment or attempted enrolment of a non-existent individual or entity as an InnerOrigin Advocate (phantom); and
- (d) the use of a credit card on behalf of an InnerOrigin Advocate when that Advocate is not the account holder of such credit card.

Bonus buying constitutes a breach of these Policies and Procedures, and of the relevant Advocate Agreement, and is strictly prohibited.

8.4 Special Orders.

InnerOrigin and InnerOrigin NZ will not “hold” orders or delay shipment of Products that have been processed. Once payment has been received, all orders must be released for shipping.

8.5 No Consignment.

In order to protect the InnerOrigin business and the integrity of InnerOrigin and InnerOrigin NZ, InnerOrigin Products may not be delivered to an InnerOrigin Advocate or another party on consignment. Products available on the InnerOrigin Platform may be purchased only in the standard manner by purchase by the Customer direct from the relevant merchant partner (supplier) and delivery by either InnerOrigin or that merchant partner direct to the Customer.

8.6 GST.

As the relevant Merchant Partners will be selling direct to Customers:

- (a) they will be liable for the payment of GST on their sales; and (InnerOrigin will issue recipient created tax invoices to Customers in accordance with the GST Act and relevant rulings and guidelines of the Inland Revenue Department.

SECTION 9 – PRICING

9.1 Changes.

The details and pricing of all Products on the InnerOrigin Platform, and information in all literature, are subject to change from time to time.

9.2 Retail Pricing.

The price of all Products available on the InnerOrigin Platform is set by the relevant Merchant Partner.

SECTION 10 - RETAIL GUARANTEE AND REFUND POLICY

10.1 Customer Returns.

InnerOrigin offers a thirty (30) day, one hundred percent (100%) unconditional money back guarantee on Products to all retail customers. All InnerOrigin Advocates must advise Customers of this money back guarantee. If a Customer is dissatisfied with any InnerOrigin Product for any reasons, then the Customer may return the unused portion of the Product(s) to InnerOrigin or InnerOrigin NZ within thirty (30) days from the date of purchase for either a replacement, exchange for another Product or a full refund of the purchase price of the Product, in addition to any consumer rights Customer's may have under common law and the Consumer Guarantees Act 1993 (or successor legislation).

10.2 Warranties.

Except as expressly stated herein, InnerOrigin and InnerOrigin NZ makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any Product purchased via the InnerOrigin Platform. Nothing in this section 10.2 modifies, negates or restricts a consumer's rights under the common law or the Consumer Guarantees Act 1993 (or successor legislation).

SECTION 11 – GENERAL PROVISIONS

11.1 Record Keeping.

InnerOrigin and InnerOrigin NZ encourages all InnerOrigin Advocates to maintain complete and accurate records of their business transactions. All InnerOrigin Advocates must maintain such records as are required by the applicable law. InnerOrigin and InnerOrigin NZ may require Advocates to provide copies of records relating to InnerOrigin and InnerOrigin NZ transactions.

11.2 Amendments.

- (a) InnerOrigin and InnerOrigin NZ may from time to time amend the terms of the Advocate Agreement, including these Policies and Procedures, the Advocate Terms and Conditions and the Compensation and Rewards Plan.
- (b) Advocates will be notified in writing of any changes to these Policies and Procedures, the Advocate Terms and Conditions and/or the Compensation and Rewards Plan. Such changes will also be posted on the InnerOrigin website.
- (c) Amendments to (as applicable) these Policies and Procedures, the Advocate Terms and Conditions and/or the Compensation and Rewards Plan will become effective ninety (90) days after notice in writing giving details of the intended changes has been sent to InnerOrigin Advocates and details of the changes have been posted on the InnerOrigin website.

11.3 Terms from Other Document

Clauses 2.1 and clauses 15 to 25 (inclusive) of the Advocate Terms and Conditions apply to these Policies and Procedures as if set out in full in this document.

11.4 Reporting Policy Violations.

Advocates observing a policy violation by another Advocate should submit a written report of the

violation to the Compliance Department of InnerOrigin in writing. Such documents must bear the Advocate's signature. Anonymous complaints will not be accepted. No telephone calls will be accepted with such matters, as documentation must be presented in writing, both from the complaining party or parties and ultimately from the individual(s) cited for policy violation. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be include in the report.

11.5 Limitation of Damages.

To the extent allowed by law, InnerOrigin and InnerOrigin NZ and their respective officers, directors, employees and agents shall not be liable for, and each Advocate hereby releases each of the foregoing from and waives any Claim against, for loss of profit, incidental, special, consequential or exemplary damages which may arise out of any Claim whatsoever relating to InnerOrigin's and/or InnerOrigin NZ's performance, non-performance or act or omission with respect to the InnerOrigin and InnerOrigin NZ business relationship or other matter between the Advocate and InnerOrigin and/or InnerOrigin NZ, whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to an InnerOrigin Advocate shall not exceed, and is hereby expressly limited to, the amount of commissions earned by that Advocate in the period 1 July to 30 June in the year prior to the event giving rise to the relevant Claim.