

BRAVENLY CANADA Policies and Procedures

SECTION 1 – CODE OF ETHICS

Bravenly Canada Enterprises Inc. (“Bravenly Canada”, or the “Company”) has made a commitment to provide the finest direct sales experience backed by impeccable service to its Brand Partners. In turn, the company expects Bravenly Canada Brand Partners to reflect that image in their relationships with Affiliates and fellow Brand Partners. As a Bravenly Brand Partner, you are expected to operate your business according to the highest standards of integrity and fair practice in your role as a Bravenly Canada Brand Partner. Failure to comply with the Code of Ethics can result in your termination as a Bravenly Canada Brand Partner. The Code of Ethics, therefore, states:

As a Brand Partner:

- I will conduct my business in an honest, ethical manner at all times.
- I will make no representations about the benefits of being a Brand Partner with Bravenly Canada other than those contained in officially-approved corporate literature and videos.
- I will provide support and encouragement to my customers to ensure that their experience with Bravenly Canada is a successful one.
- I will not make any type of income claim or testimonial including disclosing my personal income or the income potential in general and will stress to Brand Partner prospects the level of effort and commitment required to succeed in the business. If I repeat any income claim published in officially-approved corporate literature I will ensure that I also repeat the current Bravenly Canada Statement of Typical Participant Earnings.
- I will motivate and actively work with Brand Partners of my downline organization to help them build their Bravenly Canada business. I understand that this support is critical to each Brand Partner’s success with Bravenly Canada.
- If I am involved in any other direct selling, network marketing, multilevel marketing, affiliate marketing, master resale rights, digital marketing opportunities, or similar opportunities or programs, I will not make any type of income claim, earnings claim, or income or earnings testimonial in connection with my promotion of such opportunities while conducting my Bravenly Canada Business, as I recognize that such actions may cause damage to the reputation and goodwill of Bravenly Canada and other Bravenly Canada Brand Partners.
- I will not take advantage of the goodwill of my association with Bravenly Canada to further or

promote other direct selling, network marketing, multilevel marketing, affiliate marketing opportunity, master resale rights, or similar opportunity or program to other Bravenly Canada Brand Partners, Affiliates, or anyone who has any type of account with Bravenly Canada without the prior written consent of Bravenly Canada.

- I will not make disparaging remarks about other products, services, Brand Partners, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow Bravenly Canada Brand Partners.
- I will abide by all the Policies and Procedures of Bravenly Canada as included herein, or as may be amended from time to time. I will not make any payment(s) or promise to pay any prospective or existing Brand Partner in return for such Brand Partner's enrollment, continued enrollment, team building or recruiting activities with Bravenly Canada.
- I will strive to sell and promote the products of Bravenly Canada in a professional manner to end user customers.

SECTION 2 – INTRODUCTION

2.1 – Policies and Compensation Plan Incorporated into Brand Partner Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Bravenly Canada, are incorporated into, and form an integral part of, the Bravenly Canada Brand Partner Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Bravenly Canada Business Partner Application and Agreement Form, these Policies and Procedures and the Bravenly Canada Compensation Plan. These documents are incorporated by reference into the Bravenly Canada Brand Partner Agreement (all in their current form and as amended by Bravenly Canada).

2.2 – Purpose of Policies

Bravenly Canada is a direct sales company that sells health, wellness, and beauty products through Brand Partners. It is important to understand that your success and the success of your fellow Brand Partners depends on the integrity of those who market our services. To clearly define the relationship that exists between Brand Partners and Bravenly Canada, and to explicitly set a standard for acceptable business conduct, Bravenly Canada has established the Agreement. Bravenly Canada Brand Partners are required to comply with all the provisions set forth in the Agreement, which Bravenly Canada may amend at its sole discretion from time to time, as well as with all federal,

provincial/territorial and municipal laws governing their Bravenly Canada business and their conduct.

Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this document carefully, for it explains and governs the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the Bravenly Canada compliance office.

2.3 – Changes to the Agreement

Because laws and the business environment periodically change, Bravenly Canada reserves the right to amend the Agreement, compensation plan and its prices at its sole and absolute discretion. By signing the Brand Partner's Agreement, a Brand Partner agrees to abide by all amendments or modifications that Bravenly Canada elects to make. Amendments shall be effective 30 days after publication of notice of amendments in official Bravenly Canada materials. The Company shall provide or make available to all Brand Partners a complete copy of the amended provisions by one or more of the following methods: (a) posting on the Company's official website; (b) electronic mail (email); (c) inclusion in Company periodicals and resources; (d) inclusion with commissions or bonus cheques; or (e) special mailings. The continuation of a Brand Partner's Bravenly Canada business or a Brand Partner's acceptance of bonuses or commissions constitutes acceptance of any and all amendments. Brand Partners who do not accept amendments should voluntarily terminate the Agreement using the process set out in Section 10.3 below.

2.4 – Delays

Bravenly Canada shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, government decrees or orders, and acts of God.

2.5 – Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement.

2.6 – Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the

applicable laws governing the conduct of a business. No failure of Bravenly Canada to exercise any right or power under the Agreement or to insist upon strict compliance by a Brand Partner with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Bravenly Canada's right to demand exact compliance with the Agreement. Waiver by Bravenly Canada can be affected only in writing by an authorized officer of The Company. Bravenly Canada's waiver of any particular breach by a Brand Partner shall not affect or impair Bravenly Canada's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Brand Partner. Nor shall any delay or omission by Bravenly Canada to exercise any right arising from a breach affect or impair Bravenly Canada's rights as to that or any subsequent breach. The existence of any claim or cause of action of a Brand Partner against Bravenly Canada shall not constitute a defense to Bravenly Canada's enforcement of any term or provision of the Agreement.

SECTION 3 – BECOMING A BRAND PARTNER

3.1 – Requirements to Become a Brand Partner:

To become a Bravenly Canada Brand Partner, each applicant must:

- 3.1.1 – Be at least 18 years of age;**
- 3.1.2 – Reside in a Canadian province or territory officially opened by Bravenly Canada;**
- 3.1.3 – Have a valid Social Insurance Number (SIN) and provide such number to Bravenly Canada upon enrollment**
- 3.1.4 – Submit Bravenly Canada Brand Partner Application and Agreement which is accepted by the Company.**

The Company reserves the right to reject any applications for a new Brand Partner or applications for renewal. Applicants will be notified whether their application has been accepted or rejected.

3.2 – Brand Partner Benefits

Once a Brand Partner Application and Agreement has been accepted by Bravenly Canada, the following benefits are available to the new Brand Partner.

- Buy products from Bravenly Canada at wholesale pricing and resell those products to customers (including Retail and VIP Customers) at retail pricing.
- Receive periodic Bravenly Canada literature and other Bravenly Canada communications.
- Build a network of Independent Brand Partners by sponsoring/enrolling additional Brand Partners

and earning bonuses in the Bravenly Canada Compensation Plan based on their sales of Bravenly products to customers.

3.3 – Term and Renewal of Brand Partner Agreement

The term of the Brand Partner Agreement is one year from the date of its acceptance by Bravenly Canada (subject to prior termination or reclassification pursuant to Section 10.6).

Brand Partners who wish to renew the Agreement must acknowledge their agreement to the terms of the Agreement each year on the anniversary of their join date. If a Brand Partner does not acknowledge agreement to the terms of the Agreement within 35 days after the expiration of the current term of the Brand Partner Agreement, the Brand Partner Agreement will be canceled.

SECTION 4 – OPERATING A BRAVENLY CANADA BUSINESS

4.1 – Adherence to the Bravenly Canada Compensation Plan

Brand Partners must adhere to the terms of the Bravenly Canada Compensation Plan as set forth in official Bravenly Canada literature. Brand Partners shall not offer the Bravenly Canada opportunity through, or in combination with, any other system, program or method of marketing other than that specifically set forth in official Bravenly Canada literature. To avoid confusion in the marketplace, if a Brand Partner promotes his or her Bravenly Canada business on a personal or business social media account, group, or page, the Brand Partner may not also promote any other direct selling, network marketing, multilevel marketing, affiliate marketing, master resale rights, or similar opportunity or program on such social media account or page without the consent of the Company. Brand Partners shall not require or encourage other current or prospective customers or Brand Partners to participate in Bravenly Canada in any manner that varies from the program as set forth in official Bravenly Canada literature. Brand Partners shall not require or encourage other current or prospective customers or Brand Partners to execute any agreement or contract other than official Bravenly Canada agreements and contracts in order to become a Bravenly Canada Brand Partner. Similarly, Brand Partners shall not require or encourage other current or prospective customers or Brand Partners to make any purchase from, or payment to, any individual or other entity to participate in the Bravenly Canada Compensation Plan other than those purchases or payments identified as recommended or required in official Bravenly Canada literature.

4.2 – General Conduct

Brand Partners shall safeguard and promote the good reputation of Bravenly Canada and its products, and must avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices. Brand

Partners agree that they shall exhibit high moral character in their personal and professional conduct. Brand Partners shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, and the following list is not a limitation on the standards of conduct to which Brand Partners must adhere pursuant to this section, the following standards specifically apply to Brand Partners' activities:

- Deceptive conduct is always prohibited. Brand Partners must ensure that their statements are truthful, fair, accurate, and are not misleading.
- If the Agreement is canceled for any reason, the Brand Partner must discontinue using the Bravenly Canada name, and all other Bravenly Canada intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.
- Brand Partners may not represent or imply that any provincial/territorial or federal government official, agency, or body has approved or endorsed Bravenly Canada, its program, or products.
- Brand Partners must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in their business or their personal lives that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the field sales force.

4.3 – Advertising and Sales Tools

All Brand Partners agree that they shall safeguard and promote the good reputation of Bravenly Canada and its products. The marketing and promotion of Bravenly Canada, the Bravenly Canada opportunity, the Compensation Plan, and Bravenly Canada products must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

For purposes of these Policies and Procedures, the term "Sales Tools" includes sales aids, advertising, promotional materials, and marketing methods that are designed to promote Bravenly Canada, the Bravenly Canada opportunity, or Bravenly Canada products, or to draw interest in Bravenly Canada, the Bravenly Canada opportunity, or Bravenly Canada products, even if such materials do not contain any of the Company's trademarks, trade names, logos, or product names. When promoting Bravenly Canada, the Bravenly Canada opportunity, or Bravenly Canada products, Brand Partners should use only Bravenly Canada produced or approved Sales Tools. The Company has carefully designed its products, product labels, Compensation Plan, and Sales Tools to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and that the materials comply with the legal

requirements of federal and provincial/territorial laws.

Sales tools do not include gear, swag, or apparel. Bravenly Canada has exclusive rights to create and sell gear, swag, and apparel. Bravenly Canada does not approve the use of the Company's trademarks, trade names, logos, or product names in gear, swag, or apparel. If you have any questions, please feel free to reach out to compliance@bravenlyglobal.com.

If a Brand Partner wishes to develop, design, or create her own Sales Tool(s), the proposed Sales Tool(s) must be submitted to the Company and receive written approval before they can be used or made public. Brand Partners who receive written authorization from the Company to produce and publish Sales Tools may make approved Sales Tools available to other Brand Partners free of charge if they wish, but may not sell the Sales Tools to other Brand Partners.

Any sale or attempt to sell Sales Tools to another Brand Partner will result in the termination of the offending Brand Partner's Bravenly Canada business. Bravenly Canada reserves the right to rescind approval for any approved Sales Tools, and Brand Partners waive all claims against Bravenly Canada, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

At Bravenly Canada's discretion, approved Sales Tools will be posted in the Back- Office and will be made available to all Brand Partners free of charge. **The Brand Partner(s) who created the Sales Tools grants Bravenly Canada and other Brand Partners an irrevocable and perpetual license to use the Sales Tools for Bravenly Canada business purposes at their discretion, and waives all claims, including but not limited to intellectual property right claims, and/or claims for remuneration against Bravenly Canada, its officers, directors, owners, agents, and other Brand Partners for such posting and/or use of the Sales Tools. The Brand Partner(s) who submitted the Sales Tool to the Company waives all claims to remuneration for such use and grants Bravenly Canada an irrevocable license to use the Sales Tools as the Company deems appropriate.**

4.4 – Brand Partner Websites

Except as provided below, a Brand Partner may not create their own websites or mobile applications to promote their Bravenly Canada business or Bravenly Canada's products and services. Bravenly Canada products may only be sold or promoted, and new Bravenly Canada Brand Partners or Affiliates may be enrolled only at: (i) the official Bravenly Canada website, (ii) Bravenly Canada-supplied replicated websites, and (iii) official Bravenly Canada mobile apps (if applicable). Prohibited online

forums include, but are not limited to, Brand Partners' personal websites, online retailers (e.g., Amazon) online auctions (e.g., eBay), and classified listings (e.g., Craigslist).

A Brand Partner may create one (1) personal external website to promote their Bravenly Canada business and Bravenly Canada products, but such external website must comply with the following:

- The website may not take or process product or service orders or product or service sales. The website may not process Brand Partner or any type of enrollments. The website must use the Brand Partner's Bravenly Canada replicated website to process sales and/or enrollments.
- The website must clearly and conspicuously identify the Brand Partner who is operating the external website and must clearly and conspicuously disclose that he/she is an Independent Bravenly Canada Brand Partner, and that the website is not Bravenly Canada's corporate website.
- Brand Partner may not use the Bravenly Logo or Icon as their back-office profile picture or in any other way look or feel like they are a Bravenly Canada main site or profile.
- Websites that do not identify the Brand Partner who is the promoter of the site and/or that he/she is promoting Bravenly Canada's products or the Bravenly Canada opportunity (so-called "blind" websites), are not permitted.
- Upon cancellation of a Brand Partner's Bravenly Canada Agreement, for any reason, the former Brand Partner must immediately remove the website from the internet.
- The website must exclusively promote Bravenly Canada's products and the Bravenly Canada opportunity. It may not promote any other direct selling, network marketing, multilevel marketing, affiliate marketing, master resale rights, digital marketing, work from home opportunity, or similar opportunity or program.
- The website must comply with all applicable provisions of these Policies and Procedures.
- Prior to going live with an external website, the Brand Partner must submit a beta version of the site to the Company for review and receive the Company's written authorization to use the website. Following approval, any amendments to the website must also be submitted to the Company and receive written approval before going live.

Bravenly Canada reserves the right to rescind approval for any approved external website, and Brand Partners waive all claims against Bravenly Canada, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising

from or relating to such rescission.

4.5 – Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should a Brand Partner utilize any form of social media in connection with her Bravenly Canada business, including but not limited to blogs, Facebook, Twitter, Instagram, LinkedIn, YouTube, TikTok, or Pinterest, the Brand Partner agrees to each of the following:

- Brand Partners are responsible for the content of all material that they produce and all of their postings on any social media site, as well as **all** postings on any social media account that they own, operate, or control.
- Brand Partners shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- A Brand Partner must disclose his or her first name and conspicuously identify himself or herself as a Bravenly Canada Brand Partner. For example, Jane, Bravenly Canada Independent Brand Partner.
- No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media posting must link only to the Brand Partner's Bravenly Canada replicated website, Bravenly Canada's corporate website or an official Bravenly Canada corporate social media page.
- It is each Brand Partner's responsibility to follow the social media site's terms of use.
- Any social media account that is directly or indirectly operated or controlled by a Brand Partner that is used to discuss or promote Bravenly Canada's products or the Bravenly Canada opportunity may not link to any website or social media page or account that promotes any other direct selling, network marketing, multilevel marketing, affiliate marketing opportunity, master resale rights, or similar opportunity or program other than Bravenly Canada.
- During the term of this Agreement and for a period of 12 calendar months thereafter, a Brand Partner may not use any social media account on which they discuss or promote, or have discussed or promoted, the Bravenly Canada business or Bravenly Canada's products to directly

or indirectly solicit anyone for another direct selling, network marketing, multilevel marketing, affiliate marketing opportunity, master resale rights, or similar opportunity or program. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.13.2.

- If a Brand Partner chooses to promote a consumer product of another non-multilevel marketing company, he or she may not (a) promote any income opportunity associated with such program; (b) make any income or earnings claims or testimonials; (c) make any comparisons between the Bravenly Compensation Plan or similar opportunities or programs; or (d) become or create a distraction to Bravenly Brand Partners, Affiliates, and customers.

If a Brand Partner creates a business page, team page, group chat, or group page on any social media site that promotes or relates to Bravenly Canada, its products, community, or opportunity, the page may not promote or advertise the products or opportunity of any direct selling, network marketing, multilevel marketing, affiliate marketing opportunity, master resale rights, digital marketing, work from home opportunity, or similar opportunity or program other than Bravenly Canada and its products. In addition, if a Brand Partner creates a group page that is private, the Brand Partner must invite the Bravenly Canada Compliance Department or at least one member of the corporate team (Executives, Compliance Dept or Vice President level or above) into the group upon the formation of the group and the Compliance Department (or corporate team member) must be able to access the group page whenever desired. If the Agreement is canceled for any reason, or if the Brand Partner becomes inactive, the Brand Partner must immediately deactivate the business page, team page, or group page or, at the former Brand Partner's option, turn over administrative/ownership rights to the page to Bravenly Canada so that the Company may deactivate the page.

Brand Partners shall respect the privacy of other social media users. Brand Partners shall not engage in abusive social media practices, including but not limited to harvesting or trolling for connections, shaming, or bullying others.

4.6 – Media Inquiries

Brand Partners must not attempt to respond to media inquiries regarding Bravenly Canada, its products or services, or their independent Bravenly Canada business. All inquiries by any type of media must be immediately referred to Bravenly Canada's Compliance Department. This policy is designed to assure that accurate and consistent information is provided to the public, as well as a proper public image.

4.7 – Excess Inventory and Bonus Buying Prohibited

To ensure full compliance with section 55.1 of the Federal Competition Act ("Section 55.1") Bravenly

Canada strictly prohibits Brand Partners from purchasing products in commercially unreasonable amounts. Brand Partners must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other Brand Partner to buy more products than they can reasonably use or sell to retail customers in a month.

In addition, Bravenly Canada strictly prohibits the purchase of products or services primarily for the purpose of qualifying for commissions, bonuses, or advancement in the Compensation Plan (called “bonus buying”). Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes, but is not limited to:

- a) the enrollment of individuals without their knowledge and agreement and/or without execution of a Brand Partner Application;
- b) the fraudulent enrollment of an individual as a Brand Partner or Affiliate.
- c) the enrollment or attempted enrollment of non-existent individuals as Brand Partner’s or Affiliate;
- d) the use of a credit card by or on behalf of a Brand Partner or Affiliate when the Brand Partner or Affiliate is not the account holder of such credit card;
- e) purchasing Bravenly Canada products on behalf of another Brand Partner, or under another Brand Partner’s ID number, to qualify for commissions or bonuses.

Brand Partners who breach this prohibition will be in fundamental breach of the Agreement, and in that event this Agreement may be terminated by Bravenly Canada without notice.

4.8 – Business Entities

A Partnership, or Corporation may hold a Brand Partner business upon completion of the Brand Partner Application form, and providing on that form in the appropriate space, a Canada Revenue Agency (“CRA”) Business Number if applicable, and/or a provincial/territorial business name registration. The person signing the application on behalf of a business entity must have the authority of said entity for entering into the transaction. In addition, by signing for as a business entity, you certify that no person with an interest of debt or equity in the business has had an interest in a Brand Partner business in Bravenly Canada within six (6) months of the date of signature.

4.9 – Changes to a Bravenly Canada Business

4.9.1 – General

Each Brand Partner must immediately notify Bravenly Canada of all changes to the information

contained in his or her Brand Partner Application and Agreement. Brand Partners may modify their existing Brand Partners Agreement Form by submitting a written request and appropriate supporting documentation.

4.9.2 – Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Brand Partners, Bravenly Canada does not allow changes in sponsorship for active, in good standing, Brand Partners. Maintaining the integrity of sponsorship is critical for the success of every Brand Partner and marketing organization.

Accordingly, the transfer of a Bravenly Canada business from one sponsor to another is not permitted.

Exception – A request for a change in sponsor, due to Bravenly Canada error, will be accepted within 45 days of completion of the application.

4.9.3 – Cancellation and Re-application

A Brand Partner may legitimately change organizations by voluntarily terminating his or her Bravenly Canada Agreement and remaining inactive (i.e., not arranging any sales of Bravenly Canada products, no purchases of Bravenly Canada products for resale; no sponsoring; and no attendance at any Bravenly Canada functions, participation in any other form of Brand Partner activity, or operation of any other Bravenly Canada business) for 6 full calendar months. Following the 6-calendar month period of inactivity, the former Brand Partner may reapply under a new sponsor.

However, the former Brand Partner will permanently lose any and all rights to their former Brand Partner downline organization.

4.9.4 – Waiver of Claims

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by a Brand Partner, Bravenly Canada reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, **BRAND PARTNERS WAIVE ANY AND ALL CLAIMS AGAINST BRAVENLY CANADA, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM BRAVENLY CANADA'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A BRAND PARTNER THAT HAS IMPROPERLY**

CHANGED LINES OF SPONSORSHIP.

4.10 – Unauthorized Claims and Actions

4.10.1 – Indemnification

A Brand Partner is fully responsible for all of his or her verbal and written statements made regarding Bravenly Canada products, services, and the Compensation Plan that are not expressly contained in official Bravenly Canada materials. Brand Partners agree to indemnify Bravenly Canada and Bravenly Canada's directors, officers, employees, and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Bravenly Canada as a result of the Brand Partner's unauthorized representations or actions. This provision shall survive the termination of the Brand Partner Agreement.

4.10.2 – Product Claims

Because Bravenly Canada's products and the claims made about them are subject to regulation by provincial/territorial and federal agencies (notably Health Canada, and the Competition Bureau), the claims that are made about Bravenly Canada products must be in compliance with applicable law. Therefore, Brand Partners must not make any claims, including but not limited to testimonials, about Bravenly Canada's products or services except those that are specifically contained in official Bravenly Canada literature or posted on Bravenly Canada's official website. Such claims or representations may only be repeated or republished in exactly the same format as that published by Bravenly Canada and the claim must be republished in its totality.

In particular, no Brand Partner may make any claim or representation ("Product Claims") regarding the following: (1) the performance, efficacy or life of Bravenly Canada products or services; (2) the testing of Bravenly Canada products or services; (3)

testimonials or endorsements of Bravenly Canada products or services; and (4) any matter that would be false or misleading in a material respect. Not only would such Product Claims breach the Agreement, but they could potentially violate federal and provincial/territorial laws and regulations, including the federal Competition Act.

4.10.3 – Health Claims / Weight Loss Testimonials

Health Claims, including Weight loss testimonials made by a Brand Partner are a form of advertising

that are subject to particular scrutiny under both federal and provincial/territorial advertising laws.

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties (“Health Claims”) of any products offered by Bravenly Canada may be made except those specific claims contained in official Bravenly Canada literature, and consistent with the current labelling and licensing, as applicable, of such product. Such claims may only be repeated or republished in exactly the same format as that published by Bravenly Canada and the claim must be republished in its totality. “Health Claims” includes any claim that Bravenly Canada products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases, or that Bravenly products are manufactured, sold or represented for use in (a) the diagnosis, treatment, mitigation or prevention of a disease, disorder or abnormal physical state or its symptoms in humans; (b) restoring or correcting organic functions in humans; (c) weight loss; or (d) modifying organic functions in humans, such as modifying those functions in a manner that maintains or promotes health. Such statements can be perceived (and may be) as medical, drug claims, or natural health product claims. Not only would Health Claims breach Bravenly Canada’s Policies and Procedures, but they could potentially violate federal and provincial/territorial laws and regulations, including the federal Food and Drugs Act, and or the terms of applicable product licenses.

4.10.4 – General Prohibition on Income Claims/Lifestyle Representations and Limited Right to Repeat Official Bravenly Canada statements

In their enthusiasm to enroll prospective Brand Partners, some Brand Partners are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Brand Partners may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved.

While Brand Partners may believe it is beneficial to provide copies of cheques, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Bravenly Canada as well as the Brand Partner making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation.

To ensure full compliance with section 55 of the federal Competition Act (“Section 55”), and because Brand Partners do not have the data necessary to comply with the legal requirements for making income claims, Bravenly Canada strictly prohibits Brand Partners from making representations relating to compensation or lifestyle claims (hereafter “Earnings Representations”) under the Compensation

Plan, whether to a prospective Brand Partner or otherwise.

Without limiting the generality of this prohibition, a Brand Partner, when presenting or discussing the Compensation Plan to a prospective Brand Partners, shall be strictly prohibited from, and shall not make or imply directly or indirectly, any verbal, physical, electronic or other claims that amount or could amount to Earnings Representations, and without limiting the generality of the foregoing, this prohibition shall include the making of income projections, improved lifestyle claims, hypothetical income examples or disclosures regarding a Brand Partner's own business income (including the showing of cheques, copies of cheques, bank statements, tax records, or other similar demonstrative documents).

Furthermore, so that Bravenly Canada may meet its obligations under Section 55 to ensure that

(a) no representations relating to compensation under the Compensation Plan are made by participants in the Compensation Plan and that (b) that any representations relating to compensation under the Compensation Plan that may be made, constitute or include fair, reasonable and timely disclosure of typical participant earnings required by Section 55. Any Brand Partner that has the reason to believe that this general prohibition against Earnings Representations is being contravened by themselves or any other person, SHALL HAVE THE POSITIVE OBLIGATION to inform, and SHALL INFORM THE COMPANY of the facts relevant to the contravention, such that Bravenly Canada is capable of ensuring that any representations relating to compensation made under the Compensation Plan comply with the provisions of Section 55, or are otherwise corrected.

For further clarify, a lifestyle claim (which is considered an "Earnings Representation" as defined above) is a statement or depiction that infers or states that the Brand Partner is able to enjoy a luxurious or successful lifestyle due to the income they earn from their Bravenly Canada business.

Examples of prohibited lifestyle claims include, but are not limited to, the following types of representations:

- That a Brand Partner (or his/her spouse) was able to quit his/her job.
- That a Brand Partner was able to replace his/her income from a job.
- That a Brand Partner was able to pay for a child's private school or college education due to his/her Bravenly Canada earnings.
- That a Brand Partner was able to acquire expensive or luxury material possessions (e.g., homes, cars, jewelry, boats, recreational vehicles, etc.).
- That because of his/her Bravenly Canada earnings, a Brand Partner was able to travel to exotic

or expensive destinations.

- The foregoing income claims restrictions apply to in-person presentations as well as promotional materials distributed by a Brand Partner, including social media postings.

Without limiting the general prohibition against Earnings Representations, or the reporting obligations set out above, a Brand Partner shall have the right to repeat to prospective Brand Partners, any Earnings Representations found in official Bravenly Canada literature or on the Bravenly Canadian website, provided immediately providing fair, reasonable and timely disclosure of the following official Bravenly Statement of Typical Participant Earnings

4.10.5 – Compensation Plan and Program Claims

When presenting or discussing the Bravenly Canada compensation plan, Brand Partners must make it clear to prospects that financial success in Bravenly Canada requires commitment, effort, and sales skill. Conversely, Brand Partners must never represent that one can be successful without diligently applying themselves. Examples of prohibited misrepresentations in this area include, but are not limited to:

- It's a turnkey system.
- The system will do the work for you.
- Just get in and your downline will build through spillover.
- Just join, and I'll build your downline for you.
- The Company does all the work for you.
- You don't have to sell anything.
- All you have to do is buy your products every month.

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

4.11 – Repackaging and Relabeling

Bravenly Canada products may only be sold in their original packaging. Brand Partners may not repackage, re-label, or alter the labels on Bravenly Canada products. Tampering with labels/package could be a violation of federal (e.g., *Food and Drugs Act*) and provincial/territorial laws and may result in civil or criminal liability. Brand Partners may affix a personalized sticker with the Brand Partner's personal/contact information to each product or product container, as long as this is done without

removing existing labels or covering any text, graphics, or other material on the product label.

4.12 – Conduct at Bravenly Canada Events

4.12.1 – No Selling or Recruiting at Bravenly Canada Events

Selling and recruiting at Bravenly Canada events is not permitted. These activities take away from the primary focus of the event, and can negatively reflect on the professional image of Bravenly Canada as a company. You may, however, offer a business card and/or catalog.

4.12.2 – No Selling or Recruiting for other Companies at Bravenly Canada Events

Bravenly Canada Brand Partners shall not sell any products or recruit for any business during Bravenly Canada events. This restriction most specifically applies to sales and recruitment efforts for any other direct selling, network marketing, multilevel marketing, affiliate marketing, master resale rights, digital marketing, work from home opportunity, or similar opportunities or programs, regardless of the product or service category or compensation system or method, including those that do not compete with Bravenly Canada's product line

4.13 – Conflicts of Interest

4.13.1 – Participation in Other Direct Selling Opportunities

Bravenly Canada Brand Partners are free to participate in other direct selling, network marketing, multilevel marketing, affiliate marketing, master resale rights, digital marketing, work from home opportunity, or similar opportunities or programs (collectively referred to as "Direct Selling" in this Section 4.13). That said, Bravenly Canada has legitimate business and legal interests in protecting its brand and business relationships and preventing consumer confusion. If a Brand Partner is engaged in other non-Bravenly Canada direct selling opportunities or businesses, it is the responsibility of the Brand Partner to ensure that his or her Bravenly Canada Business is operated entirely separate and apart from all other Direct Selling businesses. To this end, the Brand Partner must adhere to the following:

- Brand Partners may not display Bravenly Canada promotional materials, sales aids, or products with any other non-Bravenly Canada products or services in a fashion that might in any way confuse or mislead a prospective customer, Affiliate, or Brand Partner into believing there is a relationship between the Bravenly Canada and non Bravenly Canada products or services.
- Brand Partners shall not offer the Bravenly Canada opportunity, products, or services to prospective or existing Affiliates or Brand Partners in conjunction with any non-Bravenly Canada

program, opportunity, product, or service.

- Brand Partners may not offer any non-Bravenly Canada opportunity, products, services, or opportunity at any Bravenly Canada-related meeting, seminar, convention, webinar, teleconference, or other function or meeting.
- Brand Partners must not sell, or attempt to sell, any competing non-Bravenly Canada programs, products, or services that are sold through another Direct Selling program to Bravenly Canada customers, Affiliates or Brand Partners. Any program, product, or services in the same generic categories as Bravenly Canada products or services (e.g., Natural Health Products) is deemed to be competing, regardless of differences in cost, quality, or other distinguishing factors.

4.13.2 – Non-solicitation

As noted above, Bravenly Canada Brand Partners are free to participate in other Direct Selling opportunities. However, Bravenly Canada has legitimate business and legal interest in protecting its business relationship. Therefore, during the term of this Agreement, Brand Partners may not recruit other Bravenly Canada Brand Partners, customers or Affiliates for any other Direct Selling program.

Following the termination of this Agreement for any reason, and for a period of one year thereafter, a former Brand Partner may not recruit any Bravenly Canada Brand Partner or customer for another Direct Selling program or opportunity, with the exception of a Brand Partner who is personally sponsored by the former Brand Partner. The Brand Partners and Company recognize that because Direct Selling is conducted through networks of independent contractors dispersed across Canada, the United States, and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Brand Partners and Company agree that this non-solicitation provision shall apply to all markets in which Bravenly conducts business – including Canada and the United States. This provision shall survive the termination or expiration of this Agreement.

The term “recruit” means actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly or through a third party, another Bravenly Canada Brand Partner, customer, or Affiliate to enroll or participate in another Direct Selling program or opportunity. This conduct constitutes recruiting unless the Brand Partner’s actions are in response to a wholly and entirely unsolicited inquiry made by another Brand Partner or customer. For greater clarity generic social media messages regarding other Direct Selling programs or opportunities and inviting readers who are interested to message for more information shall be considered attempted solicitation under

this provision.

4.13.3 - Downline Activity (Genealogy) Reports

Downline Activity Reports made available for Brand Partners access and viewing through the Brand Partner Back Office are confidential information belonging to Bravenly Canada. Brand Partner access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Bravenly Canada. Downline Activity Reports are provided to the Brand Partner in the strictest of confidence and are made available to Brand Partners for the sole purpose of assisting Brand Partners in working with their respective Downline Organizations in the development of their Bravenly Canada business. Brand Partners should use their Downline Activity Reports to assist, motivate and train their Downline Brand Partners.

The Brand Partner and Bravenly Canada agree that, but for this agreement of confidentiality and nondisclosure, Bravenly Canada would not provide Downline Activity Reports to the Brand Partner. A Brand Partner shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation, or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
- Use the information to compete with Bravenly Canada or for any purpose other than promoting his or her Bravenly Canada business;
- Recruit or solicit any Brand Partner or Affiliate of Bravenly Canada listed on any report or in any manner attempt to influence or induce any Brand Partner or Affiliate of Bravenly Canada to alter their business relationship with Bravenly Canada; Upon demand by The Company, any current or former Brand Partner will return the original and all copies of Downline Activity Reports to the Company.

Upon demand by The Company, any current or former Brand Partner will return the original and all copies of Downline Activity Reports to the Company

4.14 – Cross-Sponsoring

Actual or attempted cross-sponsoring is strictly prohibited. “Cross-sponsoring” is defined as the enrollment of an individual or entity that already has a current Affiliate or Brand Partner Agreement on

file with Bravenly Canada, or who has had such an agreement within the preceding 6 calendar months, within a different line of sponsorship. The use of a spouse or relative's name, trade names, assumed names or fictitious ID numbers to circumvent this policy is prohibited. Brand Partners shall not demean, discredit, or defame other Bravenly Canada Brand Partners in an attempt to entice another Brand Partner to become part of the first Brand Partner's marketing organization. If a prohibited organization transfer occurs, Bravenly Canada shall take disciplinary action against the Brand Partner(s) who engaged, acquiesced and/or knowingly participated in the improper cross-sponsoring. However, it shall be entirely within Bravenly Canada's discretion where in the genealogical structure, the cross sponsored organization in question shall be placed or otherwise distributed. Because equities often exist in favor of both upline organizations, Brand Partners WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY FOR ITS DECISION REGARDING THE FINAL DISPOSITION OR PLACEMENT OF THE CROSS- SPONSORED ORGANIZATION.

4.15 – Errors or Questions

If a Brand Partner has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Brand Partner must notify the Brand Partner Support Department at Bravenly Canada via email support@bravenlyglobal.com within 15 days of the date of the purported error or incident in question. Bravenly Canada will not be responsible for any errors, omissions or problems not reported to the Company within 15 days.

If there is an error made with an order due to a wrong product being shipped, there must be a report made within 10 days of delivery of the order based on when tracking shows it was delivered. Reports may be made in writing to support@bravenlyglobal.com.

4.16 – Back Office Access

Bravenly Canada makes online back offices available to its Brand Partners.

Back offices provide Brand Partners access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Brand Partner's Bravenly Canada business and to increase sales of Bravenly Canada products. However, access to a back office is a privilege, and not a right. Bravenly Canada reserves the right to deny Brand Partners' access to the back office at its sole discretion.

4.17 – Sales Aids Optional

Brand Partners are not required to carry sales aids. Brand Partners who do so must make his or her own decision with regard to these matters. To ensure that Brand Partners are not encumbered with

Company Sales Aids, such Sales Aids may be returned to Bravenly Canada pursuant to the terms of Section 8.2.

4.18 – Governmental Approval or Endorsement

Neither federal nor provincial/territorial regulatory agencies nor officials approve or endorse any direct selling program. Therefore, Brand Partners shall not represent or imply that Bravenly Canada or its Compensation Plan have been “approved,” “endorsed” or otherwise sanctioned by any government agency.

That said, some provinces/territories may require Bravenly Canada obtain a licence to carry on business in that jurisdiction. Where Bravenly Canada is so licensed, it will inform Brand Partners of same, but such licensing shall not be misrepresented by Brand Partners as an approval or endorsement by the province/territory.

4.19 – Taxes

As an independent contractor, Brand Partners are generally responsible for compliance with federal, and provincial/territorial taxing legislation, as that legislation affects the Brand Partners’ independent business.

For greater certainty in this regard:

Income Taxes - Brand Partners shall be responsible for payment and or withholding of all relevant federal, provincial/territorial income taxes, self-employment taxes and any and all other taxes required in respect of their business, or their purchases, under federal, provincial, or other applicable taxing laws. Brand Partners acknowledge that as independent contractors, they will be not be treated as employees for purposes of, but not limited to, federal and provincial/territorial income tax source withholding requirements, provincial/territorial employment standards rules, workers’ compensation deductions, EI and CPP deductions, and that Bravenly Canada is not responsible for any withholdings, and shall not withhold or deduct from my bonuses and commissions, if any, taxes of any kind. Rather, all Brand Partners shall be responsible for paying federal and provincial/territorial taxes due from all compensation earned as a Bravenly Canada Brand Partner, and for all other federal or provincial/territorial tax compliance obligations imposed on their business. Some exceptions may exist, and Bravenly Canada reserves the right to issue any return slips and withhold any amounts required

by law.

Sales Taxes - Brand Partners shall also not be treated as an employee for purposes of the GST/HST, QST, PST and other like sales taxes (including any future harmonized sales taxes). If Bravenly Canada is required to charge any such taxes in respect of its supplies of goods or services to Brand Partners or to Bravenly Canada's direct retail customers, Bravenly Canada will collect and remit these taxes in respect of its sales as appropriate. However, Bravenly Canada is not responsible for collecting or remitting any sales taxes on Brand Partners' behalf. Rather, all Brand Partners shall be responsible for collecting and remitting all applicable local, provincial, and federal sales taxes, and for all other federal or provincial tax compliance obligations imposed on their business, although, as set out below, Bravenly Canada may at its discretion enter into sales tax collection agreements with the federal and provincial taxing authorities.

Collection Agreements/Arrangements – Notwithstanding the foregoing, Bravenly Canada reserves the right to enter into sales tax collection agreements with the federal and provincial taxing authorities which could relieve Brand Partners of the burdens of collecting and remitting sales taxes (including GST/HST, QST and applicable PST). Where applicable, Bravenly Canada will notify Brand Partners of the implementation of such agreements and will charge and collect sales taxes accordingly.

Where Bravenly Canada chooses to enter into a sales tax collection agreement Brand Partner agrees that Bravenly Canada may jointly elect on Brand Partner's behalf to have the applicable procedures, including section 178 of the Excise Tax Act, apply where approval has been granted by the applicable tax authority.

Where Bravenly has been approved to operate under any such agreements, Brand Partners shall follow the appropriate procedures.

4.20 – Independent Contractor Status

The legal relationship between Bravenly Canada and its Brand Partners is intended to be one of independent contractor, with the specifics of that legal relationship agreed to be as follows:

Control - Subject to the terms of the Brand Partner Agreement, and other applicable laws, Brand Partners shall have complete control and discretion over the operation of their independent businesses including, without limiting the nature of the foregoing, how much or how little time they may devote to their businesses, and shall be entitled to establish their own business goals, business hours, and

business methods, so long as he or she complies with the terms of the Agreement.

Ownership of Tools – The Brand Partner shall be responsible for the ownership and acquisition of any business tools, equipment, assets, and expenses, and all business goods, services and intangibles that the Brand Partner, in his or her discretion, believes necessary for the operation of its independent business including, without limiting the generality of the foregoing, the location and appointment of his or her business office, business cards, letterhead, computer equipment, motor vehicle(s), and other tools and equipment (e.g., phone, office supplies etc.) which he or she alone deems necessary, all of which shall established and/or acquired by the Brand Partner at his or her own expense. The Brand Partner shall also maintain such insurance, such as liability, fire and theft insurance, during the term of this Agreement for the benefit of his or her business, in amounts as he or she deems appropriate, and at his or her own expense.

Responsibility for Other Legal Compliance, Registrations and Licensing – For greater certainty, Brand Partners shall be responsible for all legal compliance with respect to their independent businesses, including without limiting the generality of the foregoing, all tax compliance, the acquisition of all relevant business licences or registrations applicable to independent direct selling businesses, and/or any provincial direct seller licences which he or she alone deems necessary for operation of his or her business, all of which shall be acquired by the Brand Partner on his or her own account and expense.

Chance of Profit/Risk of Loss – Bravenly Canada and the Brand Partner agree that all expenses incurred by the Brand Partner in the operation of his or her business shall be incurred on his or her own account and be his or her own responsibility. Bravenly Canada and the Brand Partner also agree that the terms of the Brand Partner's compensation under the Compensation Plan is entirely set out in the Compensation Plan, and accordingly, the chance of profit and the risk of loss inherent in the Compensation Plan, and inherent in the operation of the Brand Partner's independent business, rests entirely with the Brand Partner, with no "expense reimbursement" or "minimum compensation" being offered or guaranteed by Bravenly Canada whatsoever.

No Power to Bind - While a Brand Partner shall be entitled to inform others that he or she is a Brand Partner engaged by Bravenly Canada as an independent contractor, he or she shall at no time represent himself or herself to be an employee of Bravenly Canada, and shall clarify with others, where necessary, his or her status as an independent contractor. The Brand Partner has no authority (expressed or implied), to bind Bravenly Canada to any obligation, and shall not be construed as a

purchaser of a franchise or a business opportunity.

No Creation of Employment, Agency, Partnership, Franchise or Joint Venture Relationship -

The legal relationship between Bravenly Canada and its Brand Partners is not intended to create, and does not create an employer/employee relationship, agency, partnership, franchise or joint venture relationship between Bravenly Canada and the Brand Partner.

Treatment as Independent Contractor for Tax and Other Purposes - Accordingly, the Brand Partner will not be treated as an employee of Bravenly Canada for Canadian federal or provincial/territorial tax purposes (including, but not limited to: federal income tax withholding or reporting requirements, federal unemployment insurance and CPP deductions, the GST/HST, and other like taxes, and provincial employment standards rules and workers' compensation legislation purposes).

If required by law to declare any Brand Partners to be classified as employees, Bravenly Canada reserves the right to discontinue operating within the jurisdiction making such declaration.

4.21 – Trademarks and Copyrights

The name of Bravenly Canada and other names as may be adopted by Bravenly Canada, including product names, are proprietary trade names, trademarks, and service marks of Bravenly Global and/or Bravenly Canada. As such, these marks are of great value to Bravenly Canada. The Company grants Brand Partners a limited license to use its registered and unregistered (common law) trademarks and trade names in approved Sales Tools and external websites (see Sections 4.3 – 4.4) for so long as the Brand Partner's Brand Partner Agreement is in effect. Upon termination of the Agreement, such license shall immediately expire, and the Brand Partner shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may a Brand Partner use any of Bravenly Canada's trademarks, trade names, or product names in any email address, website domain name, social media handle, social media account name, title, or address, or in any unapproved Sales Tools or websites. Use of the Bravenly Canada's name on any item not produced or approved by the Company is prohibited except as follows:

- Brand Partner's Name
- Independent Bravenly Canada Brand Partner

Brand Partners may list themselves as an "Independent Bravenly Canada Brand Partner" in the residential telephone directory ("white pages") under their own name. Brand Partners may not place telephone directory display ads in the classified directory ("Yellow Pages") using Bravenly Canada's

name or logo. Brand Partners have no right to use the name “Bravenly” not in the syntax of “Bravenly Canada” or “Bravenly Global” on any item not produced by the company.

Brand Partners may not use the name “Bravenly Canada” in any form in a team name, a tagline, an external website name, a personal website address or extension, in an email address (example “susanbravenly@gmail.com), as a personal name, or as a nickname.

Brand Partners may not answer the telephone by saying “Bravenly Canada,” “Bravenly Canada Processing,” or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Bravenly Canada.

Advertising is not limited to print media; it also includes internet advertising and other forms of advertising. It is prohibited for a Brand Partner to use an internet or email address that utilizes the trade name Bravenly Canada or includes Bravenly Canada in a portion of the address. It is also prohibited for a Brand Partner to use any website materials that reference or relate to Bravenly Canada that are not authorized in writing by Bravenly Canada on a website. It is also prohibited for a Brand Partner to place links to unauthorized websites or web pages onto a website or webpage that has been authorized by Bravenly Canada. It is also prohibited for a Brand Partner to use any website materials on a website that references or relates to Bravenly Canada that is not authorized in writing by Bravenly Canada.

Bravenly Canada commonly puts on live and recorded events, as well as webinars and telephone conference calls. During these events, company executives, Brand Partners, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Brand Partners may not record any Company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium. In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material is also copyrighted. Brand Partners shall not copy any such materials for their personal or business use without the Company’s prior written approval.

4.22 – Insurance

As a Brand Partner, you may wish to arrange insurance coverage for your business at your own expense and in the amount you deem appropriate. Your homeowner’s insurance policy may not cover business related injuries or the theft of or damage to your business. Contact your insurance agent for

more information about insurance to protect your business property.

4.23 – International Marketing

Because of critical legal product and tax considerations, Bravenly Canada must limit the marketing and enrollment of Bravenly Canada services and the presentation of the Bravenly Canada business to prospective Affiliates, Customers, and Brand Partners located within Canada, the United States of America and any other jurisdiction officially opened by Bravenly. Brand Partners are only authorized to do business in the countries in which Bravenly has announced they are open for business in official Company literature. Brand Partners may sell, give, transfer, or distribute Bravenly Canada products or Sales Tools only in their home country. In addition, no Brand Partner may, in any unauthorized country: (a) conduct sales, enrollment, or training meetings; (b) enroll or attempt to enroll potential Customers or Brand Partners; or (c) conduct any other activity for the purpose of selling Bravenly Canada products, establishing a Marketing Organization, or promoting the Bravenly Canada opportunity.

4.24 – Laws and Ordinances

Brand Partners shall comply with all federal, provincial/territorial, and local laws and regulations in the conduct of their businesses. Many municipalities have bylaws regulating certain home-based businesses. Brand Partners must obey all laws that apply to them. If a government official finally and officially determines that a law or bylaw applies to the Brand Partner, the Brand Partner shall comply with the law.

4.25 – Minors

Brand Partners shall not enroll or recruit individuals under the age of majority in the individual's province/territory of residence into the Bravenly Canada program. The one exception to this is if the minor has been adjudicated as an emancipated minor by a court of competent jurisdiction.

4.26 – Actions of Household Members or Affiliated Parties

If any member of a Brand Partner's immediate household engages in any activity that, if performed by the Brand Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Brand Partner and Bravenly Canada may take contractual action against the Brand Partner pursuant to the Statement of Policies. Similarly, if any partner, shareholder, member, or other individual ownership or management capacity (collectively "Affiliated Individual") in a corporation, partnership, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity and each Affiliated Individual, and Bravenly Canada may take contractual action jointly and severally against the Business Entity and/or each Affiliated

Individual.

4.26.1 Bravenly Canada Household Restrictions

A Brand Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Bravenly Canada business. No individual may have, operate, or receive compensation from more than one Bravenly Canada business. Individuals of the same Household may not enter into or have an interest in more than one Bravenly Canada Business. Individuals of the same household or family unit may only hold a single position together. A “Household” is defined as all individuals who are living at or doing business at the same address, and who are related by blood, marriage, domestic partnership, or adoption, or who are living together as a family unit or in a family-like setting.

An exception to the above one business per Brand Partner per household rule will be considered on a case-by-basis if two Brand Partners marry or move in together, or in cases of a Brand Partner receiving an interest in another business through inheritance. Requests for exceptions to this policy must be submitted in writing to the Compliance Department.

A second exception to the above one business per Brand Partner per household rule occurs when a Brand Partner achieves the Lifetime Rank of Executive Vice President. Once an Independent Brand Partner achieves the Lifetime Rank of Executive Vice President, they may enroll a new Independent Brand Partner position. The second position must be placed on the first level (level 1) of the **original Brand Partner position** (the Bravenly Canada business that is at the lifetime rank of Executive Vice President). When the **second position** reaches the Lifetime Rank of Executive Vice President (EVP) **and** the first position is maintaining the paid-as-rank of EVP, the Brand Partner may enroll a third position. This third position also needs to be placed on the first level (level 1) of the **original Brand Partner position**. Therefore, the original Brand Partner position may ultimately have two new Brand Partner Positions on its front line if all the requirements are met to do so. For additional questions, please reach out to compliance@bravenlyglobal.com.

4.27 - Requests for Records

Any request from a Brand Partner for copies of invoices, agreements, Downline activity reports or other records/reports will require a fee of \$5.00 per page per copy. This fee covers the expense of mailing

and time required to research files and make copies of the records.

4.28 – Sale, Transfer or Assignment of Bravenly Canada Business

4.28.1 – There is a \$300 fee for the sale, transfer, or assignment of a Bravenly Canada business. Although a Bravenly Canada business is a privately owned, independently operated business, the sale, transfer, or assignment of a Bravenly Canada business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a Bravenly Canada Brand Partner business, is subject to certain limitations. If a Brand Partner wishes to sell his or her Bravenly Canada business or interest in a Business Entity that owns or operates a Bravenly Canada business, the following criteria must be met:

- The selling Brand Partner must offer Bravenly Canada the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Bravenly Canada shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified Brand Partner. Before the sale, transfer or assignment can be finalized and approved by Bravenly Canada, any debt obligations the selling party has with Bravenly Canada must be satisfied.
- The selling party must be in good standing and not in violation of the terms of the Agreement in order to be eligible to sell, transfer or assign a Bravenly Canada Brand Partner's business.
- Before the sale, transfer, or assignment can be finalized and approved by Bravenly Canada, any debt obligations that the selling party has with Bravenly Canada must be satisfied. Prior to selling a Business Entity interest, the selling party must notify Bravenly Canada Compliance Department in writing and advise of his or her intent to sell Bravenly Canada's business or Business Entity interest. The selling party must also receive written approval from the Compliance Department before proceeding with the sale.

4.29 – Divorce of a Brand Partner

Bravenly Canada is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party.

Bravenly Canada will recognize as the owner of the business the former spouse to whom the business is awarded pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the Bravenly Canada business must also execute and submit a Bravenly Canada Brand Partner Agreement within 30 days from the date on which the divorce becomes final, or the

business will be canceled. During the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution.

4.30 – Dissolution of a Business Entity

If a Business Entity that operates a Bravenly Canada business dissolves, the owners of the Business Entity must instruct the Company on the identity of the proper party who is to receive the business. The Bravenly Canada business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the Business Entity; the Company cannot divide the business among multiple parties or issue separate commission payments. The recipient of the Bravenly Canada business must also execute and submit a Bravenly Canada Brand Partner Agreement to the Company within 30 days from the date of the dissolution of the business entity, or the Agreement will be canceled. If the business entity wishes to sell or transfer its Bravenly Canada business to an individual or entity who was not previously recognized by the Company as an owner of the business entity, it must do so pursuant to **Section 4.28**.

4.31 – Transfer Upon Death of a Brand Partner

Upon the death of a Brand Partner, the Brand Partner's Bravenly Canada business may be passed to his/her heirs. Prior to such transfer, the beneficiary of the business must provide Bravenly Canada with certified letters testamentary or letters of administration and written instructions of the executor of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a Bravenly Canada Brand Partner Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary, or the business will be terminated. Because Bravenly Canada cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, partnership, etc.) and submit a Bravenly Canada Brand Partner Agreement in the name of the business entity. Upon the completion of these requirements, Bravenly Canada will transfer the business and issue commissions to the individual beneficiary or business entity.

4.32 – Sponsoring

All active Brand Partners in good standing have the right to sponsor and enroll others into Bravenly Canada. Each prospective Brand Partner has the ultimate right to choose his or her own sponsor. If two Brand Partners claim to be the sponsor of the same new Brand Partner, The Company shall regard the first application received by The Company as controlling.

The applicant must personally review and agree to the Brand Partner Application and Agreement, Bravenly Canada's Policies and Procedures, and the Bravenly Canada Compensation Plan. The

Sponsor may not fill out the Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

4.33 – Telemarketing

Brand Partners are not authorized to make unsolicited telephone calls or send unsolicited faxes on Bravenly Canada's behalf. If during the course of a Brand Partner's own business activities, the Brand Partner decides to make unsolicited business telephone calls or send unsolicited business faxes to persons with whom they have an Existing Business Relationship, they do so on their own account and agree to comply with all applicable rules and laws relating to same, including: (1) Canadian federal and provincial/territorial privacy laws, (2) registration with the National Do Not Call List program under the Telecommunications Act rules, (3) maintaining a Do Not Call List so that their business contacts may request not to be called, and (4) disclosing the following information at the beginning of any the call or fax: purpose of the call or fax, a toll-free telephone number for questions or comments about the call or fax, the nature of the product or business interest being promoted, the identity of the person or organization on whose behalf the call is made, if any, the price of any product being promoted and any material restrictions, terms or conditions applicable to its delivery. For purposes of this section, an Existing Business Relationship carries the meaning from subsection 41.7(2) of the *Telecommunications Act*.

Brand Partners who breach this section may have their Agreement with the Bravenly Canada terminated, without notice. In addition, Brand Partners shall not use automatic telephone dialing systems relative to the operation of their Bravenly Canada businesses. The term "automatic telephone dialing system" means equipment which has the capacity to (a) store or produce telephone numbers to be called using a random or sequential number generator and (b) to dial such numbers.

SECTION 5 – RESPONSIBILITIES OF BRAND PARTNERS

5.1 – Change of Address or Telephone

To ensure timely delivery of products, support materials and commission cheques, it is critically important that Bravenly Canada's files are current. Brand Partners planning to move should update their new address and telephone numbers in their back office. In the alternative, Brand Partners may email Bravenly Canada at customer service email provided on the website. To guarantee proper

delivery, a two-weeks advance notice to Bravenly Canada is recommended on all changes.

5.2 – Continuing Development Obligations

5.2.1 – Ongoing Training

Any Brand Partner who sponsors another Brand Partner into Bravenly Canada must perform a bona fide assistance and training function to ensure that his or her Downline is properly operating his or her Bravenly Canada business. Brand Partners must have ongoing contact and communication with the Brand Partners in their Downline Organizations. Examples of such contact and communication may include, but are not limited to, newsletters, zooms, team calls, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of Downline Brand Partners to Bravenly Canada meetings, training sessions, and other functions. Upline Brand Partners are also responsible to motivate and train new Brand Partners in Bravenly Canada product knowledge, effective sales techniques, the Bravenly Canada Compensation Plan and compliance with Company Policies and Procedures. Communication with and the training of Downline Brand Partners must not, however, violate **Sections 4.3 - 4.4** (regarding the development of Brand Partners- produced sales aids and promotional materials). Brand Partners cannot charge for training.

Upon request, every Brand Partner should be able to provide documented evidence to Bravenly Canada of his or her ongoing fulfillment of the responsibilities of a sponsor.

5.2.2 – Increased Training Opportunities

As Brand Partners progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the Bravenly Canada program. Brand Partners are encouraged to take the opportunity to share this knowledge with lesser-experienced Brand Partners within their organization. Supporting and training your team members will make them better at their business and is good for your whole downline.

5.2.3 – Ongoing Sales

Regardless of their level of achievement, Brand Partners should continue to personally promote sales through the generation of new Brand Partners and customers and through servicing their existing Brand Partners and customers.

5.3 – Non-disparagement

Bravenly Canada wants to provide its Brand Partners with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Bravenly Canada corporate offices. While Bravenly

Canada welcomes constructive input, negative comments and remarks made in the field by Brand Partners about the Company, its products or Compensation Plan serve no purpose other than to sour the enthusiasm of other Bravenly Canada Brand Partners. For this reason, and to set the proper example for their Downline, Brand Partners must not disparage, demean, or make negative remarks about Bravenly Canada, other Bravenly Canada Brand Partners, Bravenly Canada's services, the Compensation Plan or Bravenly Canada's directors, officers, or employees.

5.4 – Providing Documentation to Applicants

Brand Partners must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Brand Partners before the applicant signs a Brand Partner Agreement.

Additional copies of Policies and Procedures can be found on the Bravenly Canada website at bravenlyglobal.com, or in your back office under the resources section.

5.5 – Handling Personal Information

Protection of Personal Information and privacy is of paramount concern under provincial and federal laws and to consumers. Therefore, if a Brand Partner receives Personal Information from or about prospective Brand Partners or customers, it is the Brand Partner's responsibility to maintain its security in accordance with all Canadian federal or provincial privacy laws that the Brand Partner's business may be subject to. At a minimum, Brand Partners should shred or irreversibly delete the Personal Information of others once they no longer need it. Personal Information is information that identifies, or permits a person to contact, an individual. It includes a customer's, potential customers, Brand Partners and prospective Brand Partners' name, address, email address, phone number, credit card information, social insurance number, or CRA business number and other information associated with these details. Credit card information, social insurance numbers and CRA business numbers are particularly sensitive, and special care should be used when handling those pieces of Personal Information.

5.6 – Reporting Policy Violations

Brand Partners observing a policy violation by another Brand Partner should submit a written report of the violation directly to the attention of the Bravenly Canada Compliance Department via email to compliance@bravenlyglobal.com. Details of the incident(s), such as dates, number of occurrences, persons involved and any supporting documentation (including but not limited to screenshots), should

be included in the report.

SECTION 6 – SALES REQUIREMENTS

6.1 – Product Sales

The Bravenly Canada Compensation Plan is based upon the sale of Bravenly Canada products and services to end user consumers. Brand Partners must fulfill personal and Downline organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement. Please see Bravenly's compensation plan for the most up-to-date requirements.

6.2 – Retail Sales

Bravenly Canada wants to ensure that prices for its products and services are not destabilized when sold through a retailing environment. Therefore, Products sold in a retail environment will be subject to a minimum advertised retail price. The minimum advertised price of Bravenly Canada's products is listed on the Bravenly Canada website. Any Brand Partner who knowingly fails to adhere to these minimum advertised price policies will be subject to termination.

Brand Partners shall only be permitted to sell Bravenly products in an appointment- based business, but not in any stores or other commercial outlets or venues. Brand Partner shall not sell Bravenly Canada products through websites including Amazon, eBay, Facebook, or any other online platform.

Notwithstanding the foregoing, Brand Partners may display and sell Bravenly Canada products at professional trade shows.

6.3 – Sales Receipts

In order to comply with federal and provincial/territorial consumer protection rules, Brand Partners agree that they shall provide their retail customers that purchase merchandise directly from the Brand Partner with two copies of an official Bravenly Canada sales receipt at the time of the sale and advise them of their statutory cancellation rights, which are set forth on the receipt. Brand Partners must maintain all retail sales receipts for a period of at least two years and furnish them to Bravenly Canada at the Company's request.

Sales receipts can be downloaded in PDF format from the Bravenly Canada Back Office. Retail customers who purchase directly from Bravenly Canada using a Brand Partner's replicated website need not be provided with a sales receipt, as the receipt will automatically be sent to the customer by

the Company via email at the time the order is placed.

6.4 – Restrictions on Third Party Use of Credit & Debit Cards and Financial Account Access

Brand Partners shall not permit other Brand Partners, prospective Brand Partners, Affiliates, or prospective Affiliates to use his or her credit or debit card, or permit debits to their financial accounts, to enroll or to make purchases from the Company. Nor shall any Brand Partner use his or her credit card, debit card, or permit debits to his or her bank account to pay for the enrollment of another Brand Partner or to make purchases of Bravenly Canada products or services on behalf of another Brand Partner or Affiliate.

6.5 – Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

SECTION 7 – BONUSSES AND COMMISSIONS

7.1 – Bonus and Commission Qualifications

A Brand Partner must be active, in good standing, and in compliance with the Agreement and these policies to qualify for bonuses and commissions. So long as a Brand Partner complies with the terms of the Agreement and these policies, Bravenly Canada shall pay commissions to such Brand Partner in accordance with the Compensation Plan. The minimum amount for which Bravenly Canada will issue a commission payment is \$20.00. If a Brand Partner's bonuses and commissions do not equal or exceed \$20.00, the Company will accrue the commissions and bonuses until they total \$20.00. Payment will be issued once \$20.00 has been accrued but not before. If a Brand Partner is terminated or canceled before an open/non-committed bonus period has been officially committed in the system, they will not be considered in good standing for the uncommitted (open) bonus period and therefore will not receive a commission for that bonus period. Any projections displayed before a bonus has been committed officially, are simply projections and are not considered official. The last monthly payout of the year will include all commissions no matter the amount.

Commissions will be paid through our commission provider, i-payout. By enrolling as a Brand Partner, you agree to accept all commissions and bonuses through the i-payout system and agree to abide by all their terms, fees, and policies.

If a Brand Partner or Affiliate is canceled or terminated, you must submit within writing to Bravenly Canada at support@bravenlyglobal.com, to receive your final commission and bonus payout in the form of a paper check. There is a \$5 paper check fee, and this request for payout must be received

within 60 days of account cancelation or termination. After 60 days, the company will begin to assess a \$5.00 monthly service fee.

7.2 – Commission Payments and Promotions

7.2.1 – Payments, Calculations, and Bonuses

Commissions will be paid in accordance with the Compensation Plan.

Commissions will be calculated according to the level for which a Brand Partner actually satisfied all the requirements according to the Compensation Plan, rather than the highest rank or title achieved. Commission reports will be provided to Brand Partners on-line, via web access. Commissions will be paid through our commission provider i- payout. By enrolling as a Brand Partner, you agree to accept all commission and bonuses through the i-payout system.

7.2.2 – Promotions

Promotions are determined based on business organization and sales activity for each applicable period.

7.3 – Adjustment to Bonuses and Commissions

Brand Partners receive bonuses and commissions based on the actual sales of products to end consumers. Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. When a product is returned to the Company for a refund, the bonuses and commissions attributable to the refunded service(s) will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered from the Brand Partners who received bonuses and commissions on the sales of the refunded service(s).

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

7.4 – Reissued Commissions

There shall be a \$25 charge for reissuing any commission. These charges shall be deducted from the balance owed to the Brand Partner. Bravenly Canada does not reimburse Brand Partners for inactivity fees or dormancy fees. Please submit all inquiries about commission payout to

bravenly@globalewallet.com.

7.5 - Chargebacks

A "chargeback" is when an account holder asks their bank to reverse a transaction, instead of seeking a refund directly from the business. It's essentially having the bank forcibly retrieve money from the business. Bravenly views chargebacks as fraudulent activities that endanger our entire community and compromise our payment processing capabilities. If a Bravenly account holder initiates a chargeback for any reason, their account will be subject to termination. The commissions they might have earned are clawed back from the upline, and they are barred from setting up a new account. This strict measure is in place to maintain the trustworthiness of the Bravenly community and its operations. A \$50 fee will be issued in the form of a commission adjustment to any Brand Partner who initiates a chargeback. The company will not refund any PV, RV, or commissions on any chargeback regardless of the outcome.

7.6 – Reports

All information provided by Bravenly Canada in Downline Activity Reports, including but not limited to personal and group sales volume (or any part thereof), and Downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors, including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; and credit card and electronic check chargebacks, the information is not guaranteed by Bravenly Canada or any persons creating or transmitting the information. All personal and group sales volume information is provided "as is" without warranties, expressed or implied, or representations of any kind whatsoever. In particular, but without limitation, there shall be no warranties of merchantability, fitness for a particular use or non-infringement.

To the fullest extent permissible under applicable law, Bravenly Canada and/or other persons creating or transmitting the information will in no event be liable to any Brand Partner or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if Bravenly Canada or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Bravenly Canada or other persons creating or

transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability, or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

Access to and use of Bravenly Canada's online reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is." If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Bravenly Canada's online reporting services and your reliance upon the information.

SECTION 8 – RETURNS AND SALES AIDS REPURCHASE

8.1 – Satisfaction Promise/Product Return Policy

The following applies to purchases of Bravenly Canada products by customers and by Brand Partners *for their own personal use*. Please, see below for information on Brand Partner Business Kit and Enrollment returns, as they are not included with the 30-day satisfaction guarantee. If a Bravenly Canada product that you purchase for your own personal use does not meet your expectations, you may contact the Customer Service Department at support@bravenlyglobal.com. Returns are subject to the following rules as outlined below. The 30 days start the day the package is delivered, according to the tracking information, and it must be postmarked on or before the 30th day. The 30 days include Holidays and non-business days. Please, see our complete Return Policy linked at the bottom of our website at bravenlyglobal.com.

- Replacement Due to Manufacturer's Defect or Missing Item. If you request a replacement item due to a manufacturer's defect or a missing item, the replacement item will be shipped to you at no cost, as long as the item is shipped to the same address as the original item. Additional charges may apply if you request that the replacement item is shipped to a different address. The item can only be replaced with the exact same product, flavor, etc.
- In order to receive a replacement item at no cost, Bravenly must be notified within 10 calendar days of receipt of the item based on the tracking number that indicates the item was delivered. If there is an incorrect product, product missing, or damaged product, there must be a picture (in the case of an incorrect or damaged product) and order number sent in to support within those 10 calendar days. Your Day 1 for the satisfaction guarantee (on the replacement product) starts on the day the order is delivered.
- Refund not due to Manufacturer's Defect or Missing Item. If you wish to receive a refund for a product under this policy, we will require you to return the item to us. In that event, you will be

responsible for the payment of any shipping costs to return the original item to us. Upon our timely receipt of the returned item (if required) a 90% refund of the purchase price (less shipping costs) will be issued to you. Items designated by us at the time of sale as non- returnable, discontinued, all sales final, or seasonal are not eligible for a refund under this policy nor are business supplies, Sales Tools, Gear, or Starter Kits/Packs. A ten percent (10%) administrative fee shall be charged for authorized returns. The refund amount shall therefore be ninety percent (90%) of the original purchase price. Once you return a product, you will not be allowed a second return for additional purchases of the same product. Exceptions to this policy will be replacements at the discretion of Bravenly Canada in the case of manufacturer defects.

- Bravenly Canada adheres to our Return Policy strictly. It is the responsibility of the Brand Partner or customer to ensure the package is postmarked on or before the 30th day. Please refer to the Return Policy on the bottom of the bravenlyglobal.com website.
- Product Credit. We reserve the right to issue product credit to you in lieu of your replacement or refund request at our discretion if the conditions set forth in this Product Return Policy are not met by you. If you return an item that was purchased using product credit, upon approval of your return, the credit will be reissued. If you paid with a combination of product credit and credit card, your refund will be adjusted proportionately.
- A "chargeback" is when an account holder asks their bank to reverse a transaction, instead of seeking a refund directly from the business. It's essentially having the bank forcibly retrieve money from the business. Bravenly views chargebacks as fraudulent activities that endanger our entire community and compromise our payment processing capabilities. If a Bravenly account holder initiates a chargeback for any reason, their account will be subject to termination.
- Questions. If you have any questions about product returns, discrepancies, back ordered items, or anything else concerning these Product Return Policies, please contact the Customer Service Department at support@bravenlyglobal.com.

8.2 - Buy-Back Guarantee / Return of Merchandise and Sales Aids by Brand Partners.

To ensure full compliance with Section 55.1 of the Competition Act, and to otherwise ensure that Brand Partners are not encumbered with excess product, Brand Partners may return such product to Bravenly Canada as follows:

Physical Items – The Brand Partner may return products and Sales Tools that he or she personally purchased from Bravenly Canada during the last 90 days for a refund so long as the goods are currently in marketable condition. Upon the Company's timely receipt of returned goods and

confirmation that they are in currently marketable condition, the Brand Partner will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded.

Services Acquired – the Brand Partner may cancel any services contracts or arrangements acquired from Bravenly Canada for a refund at any time and for any reason provided written notice is provided to the company (the “Cancellation Notice”) specifying the services subject to cancellation (the “Cancelled Service(s)”). Where the Cancellation Notice is provided to the Company prior to the 15th day of the calendar month, the Brand Partner will be reimbursed 50% of the amount paid for the applicable Cancelled Service(s) for that particular month, and no further payments shall be required of the Brand Partner for the Cancelled Service(s). Where the Cancellation Notice is provided to the Company on or after the 15th day of the calendar month, no refund or reimbursement shall be paid to the Brand Partner. In no circumstances shall a Brand Partner be refunded or reimbursed for amounts paid in respect of Cancelled Service(s) in any month prior to the calendar month in which the Cancellation Notice was delivered to the Company, such policy being commercially reflective of the Brand Partner’s consumption and use of the Cancelled service(s) during those prior calendar months.

If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in “currently marketable condition” if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as non-returnable, closeout, discontinued, or as a seasonal item, or which has passed its commercially reasonable usable or shelf-life, is not in currently marketable condition.

8.3 – Other Purchase Cancellation Rights

Customers, Affiliates, and newly enrolled Brand Partners have three business days within which to cancel their initial purchase and obtain a full refund. Residents of Alaska have five business days and residents of North Dakota, age 65 and over, have 15 days to cancel and receive a full refund. An explanation of these rights is contained on the sales receipt.

SECTION 9 – DISPUTE RESOLUTION AND CONTRACTUAL REMEDIES

9.1 – Contractual Remedies

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Brand.

Partner that, in the sole discretion of the Company, may damage its reputation or goodwill (such

damaging act or omission need not be related to the Brand Partner's Bravenly Canada business), may result, at Bravenly Canada's discretion, in Bravenly Canada adopting one of the following contractual remedies:

- Issuance of a written warning or admonition;
- Requiring the Brand Partner to take immediate corrective measures
- Imposition of a fine, which may be withheld from bonus and commission cheques;
- Loss of rights to one or more bonus and commission cheques;
- The withholding from a Brand Partner of all or part of the Brand Partner's bonuses and commissions during the period that Bravenly Canada is investigating any conduct allegedly in violation of the Agreement. If a Brand Partner's business is terminated as a result of the investigation, the Brand Partner will not be entitled to recover any commissions withheld during the investigation period, which shall be forfeit;
- Suspension of the individual's Brand Partner Agreement for one or more pay periods;
- Involuntary termination of the offender's Brand Partner Agreement; and/or
- Any other measure expressly allowed within any provision of the Agreement or that Bravenly Canada deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Brand Partner's policy violation or contractual breach.

In situations deemed appropriate by Bravenly Canada, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2 – Complaints

When a Brand Partner has a complaint with another Brand Partner regarding any practice or conduct in relationship to their respective Bravenly Canada businesses, the complaining Brand Partner should first report the problem to his or her sponsor, who should review the matter and try to resolve it with the other party's Upline sponsor. If the matter cannot be resolved, it must be reported in writing to the Company. The Company will review the facts and determine if a policy violation has occurred and take appropriate action.

9.3 – Mediation

For claims and disputes seeking \$50,000 Canadian Dollars ("CAD") or more that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the parties cannot agree on a

mediator, the complaining party shall request a mediator be appointed by the Canadian Arbitration Association (“CAA”). The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator’s fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses.

Mediation shall be held in Toronto, Ontario and shall last no more than two business days. The language of the mediation will be in English.

9.4 – Arbitration

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be referred to and finally resolved by confidential individual arbitration by a sole arbitrator under the general Canadian Arbitration Association Arbitration Rules (the “Rules”). Except as otherwise provided in the Agreement the Parties waive all rights to trial by jury or to any court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process, as well as claims for less than \$50,000.00 not subject to the mediation requirement. The Rules are available on the CAA’s website at <https://canadianarbitrationassociation.ca/>. Copies of the CAA’s *Arbitration Rules* will also be emailed to Brand Partners upon request to Bravenly Canada’s Customer Service Department.

The parties agree that class action claims are not arbitrable under any circumstances; but in the event a court of competent jurisdiction declines to certify a class, all individual plaintiffs shall resolve any and all remaining claims by way of individual arbitration.

Notwithstanding the rules of the CAA, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:

- The Ontario *Evidence Act* shall apply in all cases;
- The parties shall be entitled to all discovery rights permitted by the Ontario Rules of Civil Procedure;
- The parties shall be entitled to bring motions under Rules 19 and/or 20 of the Ontario Rules of Civil Procedure;
- The law of the province of Ontario, and any federal laws that may be applicable, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the

Agreement.

- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- The parties shall be allotted equal time to present their respective cases; and The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.
- The language of the arbitration shall be English.
- The Arbitrator must select its award from one of the final offers made by each of the Parties, in its entirety and without modification. The Arbitrator need not provide detailed reasons for its award.
- There will be no appeal from the decision of the Arbitrator on questions of fact, law, or mixed fact and law.

All arbitration proceedings shall be held in Toronto, Ontario. There shall be one arbitrator selected from the panel that the CAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim.
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award; or
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court to which the parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the Non Solicitation provisions of the

Agreement.

Any violation of the confidentiality requirements of this arbitration provision by a party, his/her counsel, or an agent of a party, shall cause irreparable harm to the non-disclosing party. Damages to the non-disclosing party shall be very real, but shall be difficult to quantify. Therefore, if a party, his/her counsel, or an agent of the party violates the non-disclosure provisions of these Policies, or files an action in any public forum (except an action for equitable relief as is permitted in these Policies), the non-disclosing party shall be entitled to liquidated damages in the sum of \$25,000 CAD for each violation. The non-disclosing party shall also be entitled to a rebuttable presumption that the disclosure was done with malice and with the intention to harm the reputation and business of the non-disclosing party, and the non-disclosing party may petition the Arbitrator for exemplary damages for the misconduct of the disclosing party. Notwithstanding the foregoing, it shall not be a violation of the confidentiality provisions of this Arbitration policy for a party to show evidentiary documents and/or materials to bona fide witnesses to the case, or to discuss claims and facts involved in the case, with bona fide witnesses, for purposes of developing evidence and testimony for the case or for purposes of rebutting the claims and allegations of a party.

9.5 – Small Claims Court

Notwithstanding the foregoing, either party may bring an individual action in the small claims court if the action is within that court's jurisdiction and is pending only in that court, but in no circumstances shall an action be commenced in provincial/territorial small claims court if the amount at issue is more than \$35,000, Brand Partners waive all rights to commence an action in Small Claims Court if the amount at issue is more than \$35,000.

9.6 – Class Action Waiver

For claims and disputes seeking \$1,000 CAD or more any action brought by a Brand Partner shall be brought on an individual basis, and not on behalf of a class or on a consolidated basis. This paragraph shall be enforceable where the applicable law permits reasonable class action waivers and shall have no effect where the applicable law prohibits class action waivers as matter of law. In any case this class action waiver provision, as well as any other provision, is severable in the event any court finds it unenforceable or inapplicable in a particular case.

In the event a court of competent jurisdiction declines to certify a class, individual plaintiffs may proceed by way of individual actions in small claims court per section 9.5 or by individual arbitration per section

9.4.

9.7 – Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in Toronto, Ontario. The law of the province of Ontario, and any federal laws that may be applicable, shall govern all other matters relating to or arising from the Agreement, without regard to principles of conflicts of laws.

9.8 – Damage Waiver

In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages. Notwithstanding the foregoing, this Damage Limitation shall not apply to claims alleging the breach of the non-solicitation or confidentiality provisions contained in these Policies and nor shall it restrict or limit a party's right to recover liquidated damages as set forth in these Policies and Procedures.

9.8.1 - Injunctive Relief

It is hereby understood and agreed that damages may be an inadequate remedy in the event of a breach of this Agreement, and that any breach will cause Bravenly Canada irreparable harm and damage. Accordingly, the parties agree that Bravenly Canada shall be entitled to injunctive and other equitable relief and to legal fees and costs, without waiving any additional rights or remedies available at law or in equity or by statute.

9.9 – Indemnification

Each Brand Partner agrees to indemnify Bravenly Canada for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements, or payments of any other nature that Bravenly Canada incurs resulting from or relating to any act or omission by the Brand Partner that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Bravenly Canada may elect to exercise its indemnification rights through withholding any compensation due the Brand Partner. This right of setoff shall not constitute Bravenly Canada's exclusive means of recovering or collecting funds due Bravenly Canada pursuant to its right to indemnification.

9.10 – Damages for Wrongful Termination of Agreement

In any case which arises from or relates to the wrongful termination of a Brand Partner's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of a Brand Partner's Agreement and/or loss of their independent business is proven and held to be wrongful under any theory of law,

Brand Partner's sole remedy shall be liquidated damages calculated as follows:

- For Brand Partners earning up to \$10,000.00 in the 12 calendar months prior to termination, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Bravenly Canada Compensation Plan in the twelve (12) months immediately preceding the termination.
- For Brand Partners earning between \$10,000.01 and \$20,000.00 during the 12 calendar months prior to termination, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Bravenly Canada Compensation Plan in the twenty-four (24) months immediately preceding the termination.
- For Brand Partners earning more than \$20,000.00 in the 12 calendar months prior to termination, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Bravenly Canada Compensation Plan in the thirty-six (36) months immediately preceding the termination.

SECTION 10 – INACTIVITY AND TERMINATION

10.1 – Effect of Termination of Agreement

So long as a Brand Partner remains active and complies with the terms of the Brand Partner Agreement and these Policies and Procedures, Bravenly Canada shall pay commissions to such Brand Partner in accordance with the Compensation Plan. A Brand Partner's bonuses and commissions constitute the entire consideration for the Brand Partner's efforts in generating sales and all activities related to generating sales (including building a Downline Organization).

Following a Brand Partner's termination for inactivity, or voluntary or involuntary termination of his or her Brand Partner Agreement (all of these methods are collectively referred to as "termination"), the former Brand Partner shall have no right, title, claim or interest to the marketing organization that he or she operated, or any commission or bonus from the sales generated by the organization. A Brand Partner whose business is terminated will lose all rights as a Brand Partner. This includes the right to sell Bravenly Canada products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Brand Partner's former Downline sales organization. In the event of termination, The Brand Partner agrees to waive all rights they may have, including but not limited to property rights, to their former Downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former

Downline organization.

Following a Brand Partner's termination of his or her Brand Partner Agreement, the former Brand Partner shall not hold himself or herself out as a Bravenly Canada Brand Partner. A Brand Partner whose Brand Partner Agreement is terminated shall receive commissions and bonuses only for the last full pay period he or she was active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination).

10.2 – Involuntary Termination

A Brand Partner's violation of any of the terms of the Agreement, including any amendments that may be made by Bravenly Canada in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary termination of his or her Brand Partner Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier to the Brand Partner's last known address (or fax number), or to his or her attorney, or when the Brand Partner receives actual notice of termination, whichever occurs first.

Bravenly Canada reserves the right to terminate all Brand Partner Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

10.3 – Voluntary Termination

A Brand Partner has a right to terminate the Agreement, at any time, regardless of reason. If a Brand Partner fails to renew (Section 3.3), that Brand Partner will also be terminated. Termination must be submitted in writing to The Company at support@bravenlyglobal.com. The written notice must include the Brand Partner's signature, printed name, address, and Brand Partner ID number.

In addition, a Brand Partner who makes a post on social media or makes a statement through any other form of media that expressly states or implies that they're stepping away from or leaving Bravenly Canada (or their leadership position at Bravenly Canada) will be deemed to have voluntarily terminated their Brand Partner Agreement. Brand Partners who have resigned may re-apply to become a Brand Partner with Bravenly Canada after 6 months.

10.4 – Termination Due to Inactivity

A Brand Partner's position is subject to termination due to inactivity after being inactive for 6 consecutive calendar months. For purposes of this policy, inactivity is defined as the failure to earn a

commission or to sell any Bravenly Canada products to customers.

10.5 – Non-Renewal

A Brand Partner may also voluntarily terminate his or her Brand Partner Agreement by failing to maintain the Agreement annually. The Company may also elect not to renew a Brand Partner's Agreement.

10.6 – Reclassification Following Termination

If a Brand Partner's Agreement is voluntarily terminated by the Brand Partner or is terminated due to the Brand Partner's inactivity, and the Brand Partner is on the Company's Brand Partner Easy-Ship program, the Easy-Ship Agreement shall also be canceled.

10.7 - Complete Agreement

As set out in section 2.1 above, these Policies and Procedures, any and all modifications made by the Company, along with the Bravenly Canada Business Partner Application and Agreement Form, and the Bravenly Canada Compensation Plan collectively make up the entire agreement between the Brand Partner and the Company.