Immunotec®

Policies and **Procedures**

United Kingdom

Table of **Contents**

Section 1 – Welcome to Immunotec 5

Section 2 – Introduction..... 6

2.1 Purpose of the Independent Consultant Agreement and the Policies and Procedures.....6

2.2 Independent Contractor Status.....6

2.3 Policies and Procedures Incorporated into Independent Consultant Agreement 6

2.4 Changes to the Agreement.....7

2.5 Policies and Provisions Severable.....7

2.6 Waiver.....7

2.7 Company Use of Information.....7

Section 3 – Becoming a Consultant 8

3.1 Requirements to Become an Independent Consultant 8

3.2 Welcome Kit and Product Purchases.....8

3.3 Independent Consultant Benefits 8

3.4 Independent Consultant Replicated Websites.....9

3.5 Back Office Access 9

3.6 Term and Renewal of Your Immunotec Business.....9

Section 4 – Operating an Immunotec Business..... 10

Introduction.....10

4.1 Advertising.....11

A - General.....11

B - Trademarks and Copyrights.....11

B1 - Domain Names, Email Addresses, and Online Aliases 11

B2 - Immunotec Independent Consultant Logo....12

B3 - Telephone Directory Listings.....12

C - Television and Radio Advertising.....12

D - Media and Media Inquiries.....12

4.2 Business Management.....12

A - Immunotec Replicated Websites.....12

B - Personal Websites.....12

C - Immunotec Hotlinks.....13

D - Monetizing Websites / Google Ads.....13

E - Banner Advertising.....13

F - Spam Linking.....13

G - Social Media Websites.....14

H - Digital Media (YouTube, iTunes, PhotoBucket etc.).....14

I - Prohibited Postings.....14

J - Responding to Negative Posts 15

K - Advertised Prices.....15

L - Online Sales.....15

4.3 Business Entities.....15

A - Removal of an Affiliated Party 15

B - Changes to a Business Entity 16

C - Management of a Business Entity Account 16

D - Separation of an Immunotec Business.....16

4.4 Change of Upline Organization 17

A - Inactivation and Re-application.....17

B - Duplicate Accounts 18

4.5 One Immunotec Business Per Independent Consultant..18

4.6 Actions of Household Members or Affiliated Parties.....18

4.7 Sale, Transfer of Immunotec Business.....18

4.8 Succession 19

A - Transfer Upon Death of an Independent Consultant.. 20

B - Transfer Upon Incapacitation of an Independent Consultant 20

4.9 Independent Consultant Participation in Other Network Marketing Programs..... 20

A - Non-Solicitation..... 20

B - Promotion of Other Network Marketing Opportunities..... 20

4.10 Confidential Information.....21

4.11 Crossline Recruiting..... 22

4.12 Targeting Other Direct Sellers..... 22

4.13 Unauthorized Claims and Actions..... 23

A - Indemnification..... 23

B - Product Claims..... 23

C - Compensation Plan Claims 23

D - Income and Lifestyle Claims.....24

E - Income Disclosure Statement (IDS) For Canada and United States 24

4.14 Governmental Approval or Endorsement 25

4.15 Repackaging and Re-labeling Prohibited.....25

4.16 Commercial Outlets.....25

4.17 Trade Shows, Expositions and Other Sales Forums.....25

4.18 Events Hosted by Independent Consultant 25

4.19 International Marketing..... 26

4.20 Stockpiling and Bonus Buying 26

4.21 Unauthorized Communication.....27

A - Unsolicited Email 27

B - Commercial Email Messages Sent on Behalf of Independent Consultants 28
C - Faxes 28
4.22 Telemarketing (Canada and USA) 29

Section 5 – Responsibilities of Independent Consultants 30
5.1 Presentation of the Immunotec Opportunity 30
5.2 Enrolling 30
5.3 Continuing Obligations 31
A - Responsibilities to Downline Organizations 31
B - Ongoing Training 31
C - Increased Training Responsibilities 31
D - Ongoing Sales Responsibilities 31
5.4 Adherence to Laws, Regulations, and the Agreement 31
5.5 Income Taxes 31
5.6 Change of Address, Telephone, and E-Mail Addresses 32
5.7 Errors or Questions 32
5.8 Reporting Policy Violations 32
5.9 Respect for Immunotec and its Corporate Team 32

Section 6 – Sales Requirements 33
6.1 Product Sales 33
6.2 No Territory Restrictions 33
6.3 Sales Receipts 33

Section 7 – Bonuses and Commissions 34
7.1 Bonus and Commission Qualifications and Accrual 34
7.2 Announcement of Senior Platinum Rank 34
7.3 Adjustment to Bonuses and Commissions 34
A - Adjustments for Returned Products, Cancelled Services, Chargebacks 34
B - Tax Withholdings 35
7.4 Unclaimed Commissions and Credits 35
7.5 Reports 35

Section 8 – Product Orders, Guarantees, Returns, and Inventory Repurchase 36
8.1 Product Orders 36
A - The AutoShip Program 36
B - General Ordering Policies 36
C - Pricing Adjustments 36
D - Shipping and Back Orders 36
E - Confirmation of Orders 36
8.2 Product Guarantee and Refunds 37
A- Retail Customers 37
B - Preferred Customers 37
C - Return of Inventory and Sales Aids upon Cancellation 37
D - Montana Residents 38
E - Procedures for All Returns 38
F - Product Exchanges 38

Section 9 – Dispute Resolution and Disciplinary Proceedings 39
9.1 Disciplinary Sanctions 39
9.2 Grievances and Complaints 40
A - Procedure 40
B - Appeals 40

Se eliminó una sección

Section 10 – Payments 42
10.1 Third Party Use of Credit Cards 42
10.2 Sales Taxes 42

Section 11 – Inactivity, Reclassification, and Termination 43
11.1 Effect of Cancelation of the Agreement 43
11.2 Voluntary Inactivation 43
11.3 Non-renewal 43
11.4 Involuntary Termination 43
11.5 Reinstatement after Involuntary Termination 44
11.6 Suspension 44
11.7 Removal of Back Office Access 44
11.8 Compression 44

Se eliminó una sección

Section 12 – Definitions 46

Immunotec's vision is to be a leader in the field of biotechnology, creating a wellness revolution and a global movement that enables everyone to live better.

OUR MISSION:

Better living through happiness, celebration and a community of wellness.

Section 1

Welcome to Immunotec

Immunotec is a network marketing company that distributes its health and wellness products through a vast community of Independent Consultants. From its inception, Immunotec has built its success on an unwavering commitment to both product and business integrity, coupled with a keen desire to protect the businesses of its Independent Consultants.

While Immunotec consists of many diverse business teams and tens of thousands of Independent Consultants, we strive to ensure that the entire organization works cooperatively to preserve and protect the outstanding business opportunity of which it is so proud.

The Independent Consultants is a term used to describe an Independent Distributor of Immunotec's products. An Independent Consultant is an individual or Business Entity who purchases Company products for himself or herself and/or for resale (excluding auction sites) to consumers and earns commissions through the Compensation Plan by meeting certain volume requirements. This person or Business Entity is not an employee of, and is in no way employed by, Immunotec or any of its subsidiaries or affiliated companies.

As an Independent Consultant, you have the following rights and responsibilities:

- To earn commissions and bonuses on sales of Company products in any country in which the Company does business ("Country of Operation").
- You are an Independent Contractor for all purposes, including legal purposes and governmental tax purposes. There is no employer/ employee relationship, partnership, agency, or joint venture relationship between a Consultant and the Company.
- Consultants set their own business hours and determine their own methods of procuring orders.
- Consultants are solely responsible for paying all taxes or duties required by law, including income tax, national insurance contributions and the proper reporting, submission, and payment of tax on sales and bonuses/ commissions/ incentives.
- You will keep all proper records necessary to ensure the proper assessment and payment of any such taxes and duties.
- You may not bind the Company or incur any debt or expense in the name of the Company or open any Checking account on behalf of, for, or in the name of the Company.
- The Independent Consultant has great liberty to build a business based on their unique personality, talents, goals, and objectives.

Section 2

Introduction

2.1 - Purpose of the Independent Consultant Agreement and the Policies and Procedures

The purposes of the Independent Consultant Agreement and the Policies and Procedures include the following:

- To assist Independent Consultants in building and protecting their businesses.
- To protect Immunotec and its Independent Consultants from legal and regulatory risks.
- To establish standards of acceptable behavior.
- To set forth the rights, privileges, and obligations of Immunotec and its Independent Consultants.
- To define the relationship between Immunotec and its Independent Consultants.

2.2 - Independent Contractor Status

Independent Consultants are independent contractors. The agreement between Immunotec and its Independent Consultants does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Consultant. Independent Consultants shall not be treated as an employee for their services or for tax purposes. All Independent Consultants are responsible for paying local, provincial, state, and or federal taxes due from all compensation earned as an Independent Consultant of the Company. The Independent Consultant has no authority (expressed or implied), to bind the Company to any obligation. Each Independent Consultant shall establish their own goals, hours, and methods of sale, so long as they comply with the terms of the Independent Consultant Agreement, these Policies and Procedures, and applicable laws.

2.3 - Policies and Procedures Incorporated into Independent Consultant Agreement

These Policies and Procedures, in their present form and as amended by Immunotec International Healthcare Products LTD (hereafter "Immunotec" or the "Company") are incorporated into, and form an integral part of, the Immunotec Independent Consultant Application and Agreement ("Independent Consultant Agreement"). It is the responsibility of each Independent Consultant to read, understand, adhere to, and ensure that they are aware of, and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Immunotec Independent Consultant Application and Agreement (including the Terms and Conditions), these Policies and Procedures, and the Immunotec Business Entity Addendum (if applicable). These documents are incorporated by reference into the Immunotec Independent Consultant Agreement (all in their current form and as amended by Immunotec).

2.4 - Changes to the Agreement

Immunotec reserves the right to amend the Agreement, the Compensation Plan, and its prices in its sole and absolute discretion. By executing the Independent Consultant Agreement, an Independent Consultant agrees to abide by all amendments or modifications that Immunotec elects to make. Amendments shall be effective thirty (30) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail (e-mail); (3) posting in Independent Consultants' back-offices; (4) inclusion in Company periodicals; (5) inclusion in product orders (6) special mailings. The continuation of an Independent Consultant's Immunotec business, the acceptance of any benefits under the Agreement, or an Independent Consultant's acceptance of bonuses or commissions constitutes acceptance of all amendments.

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. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

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 Immunotec to exercise any right or power under the Agreement or to insist upon strict compliance by an Independent Consultant 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 Immunotec's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an Independent Consultant against Immunotec shall not constitute a defense to Immunotec's enforcement of any term or provision of the Agreement.

2.7 - Company Use of Information

By submitting an Independent Consultant Application and Agreement that is accepted by Immunotec, the Independent Consultant consents to allow Immunotec, its affiliates, and any related company to: (a) process and utilize the information submitted in the Independent Consultant Application and Agreement (as amended from time to time) for business purposes related to the Immunotec business; and (2) disclose, now or in the future, such Independent Consultant information to companies which Immunotec may, from time to time, deal with to deliver information to an Independent Consultant to improve its marketing, operational, and promotional efforts. An Independent Consultant has the right to access their personal information via their respective back office, and to submit updates thereto.

Section 3

Becoming a Consultant

3.1 - Requirements to Become an Independent Consultant

To become an Immunotec Consultant, each applicant must:

- Be at least 18 years of age.
- Reside in any country that Immunotec has officially announced is open for business or has operations.
- Provide Immunotec with his/her valid Tax ID , Social Security Number, International or a Federally Issued Tax ID number from the jurisdiction in which the Consultant resides.
- Purchase an Immunotec Welcome Kit
- Accept the Immunotec Independent Consultant Application and Agreement.

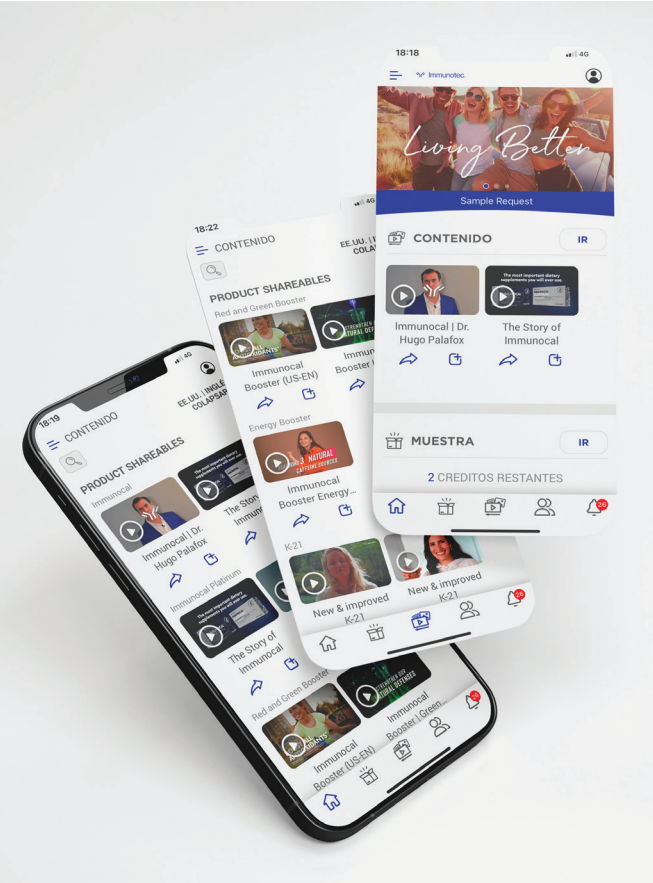
3.2 - Welcome Kit and Product Purchases

With the exception of a Welcome Kit, no person is required to purchase Immunotec products, services or sales aids, or to pay any charge or fee to become an Independent Consultant. To familiarize new Independent Consultants with Immunotec products, services, sales techniques, sales aids, and other matters, the Company requires that they purchase a Welcome Kit. Immunotec will refund resalable kits from any Independent Consultant who voluntarily cancels their Independent Consultant Agreement pursuant to the terms of Section 8.2. Should a new Independent Consultant choose to purchase product, or one of Immunotec's Starter Packs, the initial product order must be purchased and shipped to an address in the country of registration.

3.3 - Independent Consultant Benefits

Once an Independent Consultant Application and Agreement has been accepted by Immunotec, the benefits of the Compensation Plan and the Independent Consultant Agreement are available to the new Independent Consultant. These benefits include the right to:

- Promote and sell Immunotec products and services.
- Participate in the Immunotec Compensation Plan (receive bonuses and commissions, if eligible).
- Enroll other individuals as Customers or Independent Consultants into the Immunotec business and thereby, build a marketing organization and progress through the Immunotec Compensation Plan.
- Receive periodic Immunotec literature and other Immunotec communications.
- Participate in Immunotec-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable.
- Participate in promotional and incentive contests and programs sponsored by Immunotec for its Independent Consultants.



3.4 - Independent Consultant Replicated Websites

Independent Consultants are provided with a replicated website by Immunotec, from which they can take orders, enroll new Customers and Independent Consultants, place Customers on the AutoShip Program, as well as manage their Immunotec business. Independent Consultants may use only replicated websites provided by Immunotec to promote their Immunotec business and may not create their own websites to sell Immunotec products or register new Customers and Independent Consultants.

3.5 - Back Office Access

Immunotec makes online back offices available to its Independent Consultants. Back offices provide Independent Consultants access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Independent Consultant's Immunotec business and to increase sales of Immunotec products. However, access to a back office is a privilege, and not a right. Immunotec reserves the right to deny Independent Consultants' access to the back office at its sole discretion.

3.6 - Term and Renewal of Your Immunotec Business

Independent Consultants must renew their Independent Consultant Agreement each year by paying an annual renewal fee on or before the anniversary date of their Independent Consultant Agreement. There will be a thirty (30) days grace period if the renewal is not paid at the anniversary date. After the grace period, the account will then be inactivated for a period of six months before compressed. The inactivation and compression date falls on the 14th of every month. Independent Consultants may elect to utilize the Automatic Renewal Program. Under this program, the renewal fee will be charged to the Independent Consultant's credit card on file with the Company. Independent Consultants without a credit card or bank account must renew by phone. Immunotec shall have the right in its sole and absolute discretion not to accept the Agreement or any renewal of it.

Section 4

Operating an Immunotec Business

Introduction

Immunotec has built a reputation of credibility and ethics since its inception in 1996. Each Independent Consultant is expected to carry on this tradition of ethical business practices in all interactions with the public. It is critical that you neither omit significant facts, nor misrepresent Immunotec products or programs in any way.

It is understood that in network marketing, real business success comes as a result of the sale of products and the sponsoring of Independent Consultants.

When describing the Immunotec opportunity, you should:

- Make it clear that commissions and bonuses are based on the sales of Immunotec products and that an individual will not be successful by only sponsoring others.
- Emphasize that each Independent Consultant is an Independent Contractor, and that success or failure is based on personal effort.

You should not:

- Use any misleading, deceptive, or unfair sales or recruiting methods.
- Make inappropriate income claims or guarantees that new Independent Consultants will achieve any level of income or success.
- Represent or imply that it is relatively easy to succeed in the business. You may only represent that participant's success occurs through hard work and diligence.
- Discuss or make warranties, representations, or statements concerning Company Products in a manner that is inconsistent with the Company-produced literature.
- Promote the Company, its products and/or business plan in conjunction with the sale of stocks or securities related to the Company.
- Represent through statements or implication that you will build a downline for a person.
- Offer the Immunotec business opportunity through, or in combination with, any other system, program, or method of marketing other than that set forth in official Immunotec literature.
- Require current or prospective Customers or Independent Consultants to execute any agreement or contract other than the Immunotec Agreement.
- Require current or prospective Customers or Independent Consultants to make any purchase from, or payment to, any other individual or entity other than those recommended in official Immunotec literature to participate in the Immunotec Compensation Plan.
- Require, suggest, or divert any Independent Consultants into another business venture, or, in any way seek to obtain money from a Consultant for purposes other than the legitimate sale of Company products and participating in the Company's Compensation Plan.

4.1 - Advertising

It is the Independent Consultant's obligation to ensure their marketing activities comply with these Policies, are truthful, are not deceptive and do not mislead potential Customers, potential Independent Consultants, or Independent Consultants in any way. Marketing and online activities and tactics that mislead or are deceptive, regardless of intent, are not permitted.

A - General

- Independent Consultants must promote in a manner that safeguards the good reputation of Immunotec and its products. The marketing and promotion of Immunotec, the Immunotec opportunity, the Compensation Plan, and Immunotec products must avoid all discourteous, deceptive, misleading, unethical, or immoral, or illegal conduct or practices.
- Consultants must only use the sales aids and business tools produced by Immunotec, to promote the products, services, and opportunity Immunotec offers, available in the back office. The Company has carefully designed these materials to comply with country specific legal requirements.
- If an Independent Consultant wishes to design their own online or printed marketing materials, the designs must be submitted to the Immunotec Compliance Department through the Compliance submission form in the back office for approval. Unless written approval from Immunotec is received, the request shall be deemed denied.
- Immunotec further reserves the right to rescind approval for any promotional materials, advertisements, or other literature. Independent Consultants waive all claims for damages or remuneration arising from or relating to such rescission.
- Independent Consultants may not sell sales aids to other Immunotec Independent Consultants.

B - Trademarks and Copyrights

The name of Immunotec and Immunotec's products names, as well as other names that may be adopted by Immunotec are proprietary trade names, trademarks, and service marks of Immunotec (collectively "marks").

- Immunotec will not allow the use of its trademarks, marks, designs, or symbols, or any derivatives thereof, by any person, including Immunotec Independent Consultants, in any manner without its prior written approval.
- The content of all Company sponsored events is copyrighted material. Independent Consultants may not produce for sale or distribution any recorded Company events and speeches without written permission from Immunotec, nor may Independent Consultants reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.
- As an Independent Consultant, you may use the Immunotec trademark only as:

  Independent Consultant's Name
  Immunotec Independent Consultant

  Example:

  Alice Smith
  Immunotec Independent Consultant
- Independent Consultants may not use the name Immunotec in any form in a team name, tagline, external website name, social media page name (including WhatsApp names and group names), personal website address or extension, e-mail address, personal name, Business Entity name, or as a nickname.
- Independent Consultants may not present themselves as Immunotec in phone greetings, messages, or voicemail recordings. Independent Consultants may not answer the telephone by saying "Immunotec", "Immunotec Corporation", or in any other manner that would lead the caller to believe that they have reached corporate offices of Immunotec.

B1 - Domain Names, Email Addresses, and Online Aliases

Independent Consultants are not permitted to use or register Immunotec or any of Immunotec's trademarks, product names, or any derivatives, for any Internet domain name, email address, social media website, blog website, online handles, or online aliases.

Independent Consultants cannot use or register domain names, email addresses, social media websites, blog websites, online handles and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from or is the property of Immunotec.

B2 - Immunotec Independent Consultant Logo

Any Independent Consultant who uses an Immunotec logo in any communication, personal website, social media page where Immunotec or Immunotec products are promoted, must use the Independent Consultant version of the Immunotec logo. Using any other Immunotec logo will be considered trademark violation and therefore requires written approval. Please see the example below:

Independent Consultant

B3 - Telephone Directory Listings

- Independent Consultants may list themselves as an "Immunotec Independent Consultant" in the white or yellow pages of the telephone directory, or with online directories, under their own name.
- If an Independent Consultant wishes to post their name in a telephone or online directory:

  Independent Consultants Name

  Immunotec Independent Consultant
- Independent Consultant may not place telephone or online directory display ads using Immunotec's name or logo, or trademarks.

C - Television and Radio Advertising

Independent Consultants may not advertise the Immunotec Business Opportunity or Immunotec Products on television and radio without prior consent by the Immunotec Compliance Department.

D - Media and Media Inquiries

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

4.2 - Business Management

A - Immunotec Replicated Websites

Independent Consultants receive an Immunotec Replicated Website subscription to facilitate online buying experience for their Customers and enrollments for prospective Customers and Independent Consultants.

Independent Consultants may not alter the branding, artwork, look, or feel of their Replicated Website.

Because Replicated Websites reside on the Immunotec.com domain, Immunotec reserves the right to receive analytics and information regarding the usage of your website.

By default, your Immunotec Replicated Website URL is www.Immunotec.com/Independent Consultant ID#. You may change this default ID and choose a uniquely identifiable website name. It is not permitted to:

- Use any Immunotec trademark as part of your URL
- Use any wording that could be considered an income, product, or lifestyle claim
- Contain any discourteous, misleading, or off-color words or phrases that may damage Immunotec's image.

B - Personal Websites

A personal website refers to an Independent Consultant's own website, or other web presence that is used for an Independent Consultant's business, but which is not their replicated Immunotec website. An Independent Consultant is allowed to have a personal website to personalize their business and promote the opportunity, but the website must be approved in writing by Compliance by using the form in the back office:

- Submit the content of the personal website to Immunotec for approval in advance of being available for public viewing.

- Immunotec reserves the right to disapprove of any website, and the Independent Consultant waives all claims against Immunotec should such authorization be withheld or rescinded.
- Agree to modify the website to comply with Immunotec's Policies and Procedures.
- Agree to terminate the website upon Cancellation of the Independent Consultant's Independent Consultant Agreement.

A personal website must adhere Immunotec's Policies and Procedures, including but not limited to:

- Must not use Immunotec trademarks.
- Must clearly display the Immunotec Independent Consultant logo.
- Must link to the Consultant's replicate website for all purchases and enrollments; no stocking or selling of product permitted
- Must exclusively promote Immunotec products and the Immunotec opportunity.
- May not advertise any price lower than the current retail price. Consultant discounts and promotions may not be shared publicly.
- Websites are not permitted to contain product, income, or lifestyle claims. Only approved product information may be shared.

C - Immunotec Hotlinks

When directing readers to your personal website or replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader, that the link will be redirecting to the site of an Immunotec Independent Consultant. Attempts to mislead web traffic into believing they are going to an Immunotec corporate site, (replicated or registered external) will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at Immunotec's sole discretion.

D - Monetizing Websites / Google Ads

Independent Consultants may not monetize their replicated website or their personal website through affiliate programs, pay- per-click or cost-per-impression advertising, selling ad space, accepting donations, accepting sponsored posts or articles, AdSense, or similar programs.

Googles Ads are permitted only when approved by Compliance. The Independent Consultant who wishes to have a Google Ad, in any country, must consult Compliance via the back office form prior to bidding on Ad space.

E - Banner Advertising

Independent Consultants may place banner advertisements on a website provided they use Immunotec approved templates and images. All banner advertisements must link to the replicated website of the Independent Consultant and may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims. Banner advertisements may not be placed on any website that contains any violent, hateful, pornographic, or illegal content or any other content which may damage Immunotec's reputation. Whether content is or may be damaging to Immunotec's reputation shall be in the sole discretion of Immunotec.

F - Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments made on blogs, forums, guest books, etc., must be compliant, informative, and relevant.

G - Social Media Websites

In addition to meeting all other requirements specified in these Policies and Procedures, including those in 4.2B Personal Websites, should you utilize any form of social media, including but not limited to WhatsApp, Facebook, Twitter, LinkedIn, YouTube, Instagram, SnapChat, and Pinterest, you agree to each of the following:

- Avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content that could reflect poorly on Immunotec's image and reputation.
- Only post or 'share' Immunotec approved materials.

If an Independent Consultant creates a business profile page on any social media site that promotes or relates to Immunotec, its products or opportunity, the business profile page must relate exclusively to the Independent Consultant's Immunotec business and Immunotec products. If the Independent Consultant's Immunotec business is cancelled for any reason or if the Independent Consultant becomes inactive, the Independent Consultant must remove all posts related to Immunotec.

H - Digital Media (YouTube, iTunes, PhotoBucket etc.)

- Independent Consultants may upload, share online or publish Immunotec-related video, audio or photo content that they develop and create so long as it aligns with Immunotec's values, contributes to the Immunotec community greater good, and is in compliance with Immunotec's Policies and Procedures. All digital media content must clearly identify you as an Immunotec Independent Consultant in the content itself and in the content description tag, must comply with all copyright/ legal requirements, including section 4.12, and must state that you are solely responsible for this content. A views expressed disclaimer* is suggested:

  'The views, thoughts, and opinions expressed belong solely to the author or presenter, and not necessarily to any brand, company, group or other individual. The opinions expressed by the presenters are not meant to represent medical advice or serve as recommendation for the treatment, mitigation or prevention of any disease process.'

- Independent Consultants may not upload, share online, or publish any content (video, audio, presentations, or any computer files) received from Immunotec in where the Company has expressed that the content may not be shared.
- Independent Consultants are not permitted to record, film, post or share in any way material or content from an Immunotec event, when and where the Company has specified the content may not be recorded.

*Use of a disclaimer does not indicate that the content is approved or aligned with the Policies. The Independent Consultant is responsible for the content and subject to disciplinary sanctions, as deemed by Compliance, if necessary.

I - Prohibited Postings

An Independent Consultant may not make any postings, or link to any postings or other material that are:

- Sexually explicit, obscene, or pornographic.
- Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise).
- Graphically violent, including any violent video game images.
- Solicitous of any unlawful behavior.
- Engaged in personal attacks on any individual, group, or entity.
- In violation of any intellectual property rights of the Company or any third party.
- Solicitating or encouraging the re-enrollment of individuals who have previously cancelled or terminated their Independent Consultant Contract with Immunotec Inc.

Violation of this policy may result in termination of the Independent Consultant's account.

J - Responding to Negative Posts

An Independent Consultant is prohibited from conversing with others who place a negative post against them, other Independent Consultants, or the Company. The Independent Consultant must report negative posts to Immunotec's Compliance Department using the compliance submission forms.

K - Advertised Prices

- An Independent Consultant may only resell product at the listed retail price and/ or may facilitate the sale of product via their Immunotec Replicated Website.
- Independent Consultants may not stock Immunotec products.
- Independent Consultants may not create their own advertising materials or promotions offering Immunotec Products to the public at a price less than the current retail price.
- Immunotec promotions created for existing Independent Consultants may not be shared publicly.

Any Immunotec Consultant found to be in violation of this policy may be terminated.

L - Online Sales

- Independent Consultants may not list or sell Immunotec products on any online retail store or ecommerce site (Amazon, MercadoLibre, Kijiji, eBay, Walmart, Wish, Alibaba, Facebook, Facebook Marketplace, WhatsApp, etc.)
- Independent Consultants may not sell or give Immunotec products to a third party for purpose of selling Immunotec products on any online retail store or ecommerce site.

Any Immunotec Consultant found to be in violation of this policy may be terminated.

4.3 - Business Entities

A registered corporation, LLC, or partnership (collectively referred to in this section as a "Business Entity") may apply to be an Immunotec Independent Consultant by submitting an Independent Business Entity Registration Form along with a properly completed set of documents indicated for the jurisdiction in which it is legally registered. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership (legal or equitable) interest in, or management responsibilities for, the Business Entity (collectively "affiliated parties") are individually, jointly, and severally liable for any indebtedness to Immunotec, the Immunotec Policies and Procedures, the Immunotec Independent Consultant Agreement, and other obligations to Immunotec.

A Business Entity consists of the changing of the information in the Immunotec account (otherwise known as Immunotec ID), for tax, commission, recognition, and celebration purposes. It does not consist of the opening of a new Immunotec account, therefore, no change in sponsorship will be approved.

Spouses, partners, friends, siblings, or two persons of any relationship who wish to work together in one Immunotec account must register as a Business Entity in the jurisdiction in which they reside. For tax and commission purposes, no two persons shall share an Immunotec account until proper Business Entity documentation is submitted to Compliance for approval.

A - Removal of an Affiliated Party

If at any time, one of the persons in a registered Business Entity (referred to in this section as a "affiliated party") wants to cancel their Agreement in the Business Entity account, they must first terminate their affiliation with the Business Entity, notify Compliance that a party has terminated their affiliation with the Business Entity, and comply with the provisions of Section 11 – Inactivity, Reclassification, and Termination

- The person(s) remaining in the Immunotec account must notify Compliance of their intentions to then remain as a registered Business Entity, or request to change to a personal Immunotec account, providing their person tax identification number, with the same Immunotec ID.

- The affiliated party terminating their Agreement in the Business Entity may not participate in any other Immunotec business for six (6) consecutive calendar months in accordance with Section 11.
- If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.3 Business Entities.
- Documents relating to addition or removal of an Affiliate Party must be submitted to Immunotec's Compliance Department. Immunotec may, at its discretion, require notarized documents before implementing any changes to an Immunotec business.
- If any individual registered in a Business Entity violates the Agreement, the action(s) will be deemed a violation by the Business Entity. Immunotec may take disciplinary action against the Business Entity.
- If an Independent Consultant enrolls in Immunotec as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

Under no circumstances will the downline organization of a dissolving Business Entity or divorcing spouses be divided.

B - Changes to a Business Entity

Each Independent Consultant must immediately notify Immunotec of all changes to the type of Business Entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

C - Management of a Business Entity Account

In the event a decision needs to be made regarding the management of an Independent Consultant Account, and the Independent Consultant Account is owned by a Business Entity or by more than one person or party, Immunotec will rely upon the following for purposes of managing the Independent Consultant Account.

If the Independent Consultant Account is owned by any form of a Business Entity, Immunotec will rely upon the Entity Documents of the Business Entity for management decisions of the Independent Consultant Account. In the event the Entity Documents are not clear or if the decisions of those designated to make management decisions do not comprise a majority, Immunotec will defer management decisions to the individual noted as "Applicant" on the Independent Consultant Agreement.

D - Separation of an Immunotec Business

Immunotec Independent Consultants sometimes operate their Immunotec businesses as spousal partnerships, registered as Business Entities. At any time, the marriage or partnership ends in divorce or separation, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- One of the parties removes themselves from the Business Entity, as outlined in Section 4.3A.
- The parties may continue to operate the Immunotec business jointly on a "business-as-usual" basis, whereupon all compensation paid by Immunotec will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure unless Compliance is notified of different.
- Under no circumstances will the downline organization of divorcing spouses or a dissolving Business Entity be divided. Similarly, under no circumstances will Immunotec split commission and bonus checks between divorcing spouses or members of dissolving entities. Immunotec will recognize only one downline organization and will issue only one commission payment per Immunotec business per commission cycle.
- Commission payment shall always be issued to the same individual or entity.

- In the event of divorce, the Company will abide by the terms of any Final Order from a Court of competent jurisdiction concerning the division and award of property interests and rights to each party. Documentation including certified copy of the Court's ruling is required by Compliance before any division is made. Compliance will not process any changes to an account during a pending divorce proceeding unless it receives a court order directing such change or written consent signed by both persons.

  - When a former spouse has completely relinquished all rights in the original Immunotec Business Entity pursuant to a divorce, he or she is free to enroll under any Enroller of their choosing without waiting six (6) calendar months. In the case of Business Entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait 6 calendar months from the date of the final dissolution before re-enrolling as an Independent Consultant. In either case, the former spouse or business affiliate shall have no rights to any Independent Consultants in their former organization or to any former Customer. They must develop the new business in the same manner as would any other new Independent Consultant.

4.4 - Change of Upline Organization

Immunotec permits placement changes during the entry month of the new Consultant. The change of placement (Sponsor) must be submitted to Customer Service before the end of the new Consultants entry month, by the new Consultant's Enroller. Changes of Enroller are not permitted.

Requests for Sponsor or Enrollment changes outside of the entry month must be submitted to the Compliance Department using the Compliance Submission Form and must include the reason for the change.

Organizational changes outside the enrollment month will only be considered for the following situations:

- In cases in which the new Independent Consultant is enrolled by someone other than the individual they were led to believe would be their Enroller, an Independent Consultant may request that he or she be transferred to another organization with their entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis. The Independent Consultant requesting the change has the burden of proving that they were placed beneath the incorrect Enroller. It is up to Immunotec's discretion whether the requested change will be implemented.

- In cases in which the new Independent Consultant has been mistakenly placed by their Enroller, the Enroller or the Independent Consultant may request a change of sponsor (placement). Requests for change under this policy will be evaluated on a case-by-case basis. The Independent Consultant requesting the change has the burden of proving that the placement error. It is up to Immunotec's discretion whether the requested change will be implemented.

- If any Consultant has been subject to acts of fraud, unethical enrollment, or the victim of criminal acts by any upline Consultant, the Independent Consultant may request a change of Sponsor (placement) and or Enroller. The Independent Consultant requesting the change has the burden of proving the fraudulent activity. It is up to Immunotec's discretion whether the requested change will be implemented.

To protect the upline organization, no Independent Consultant may interfere with the relationship between another Independent Consultant and their Sponsor/Enroller in any way. An Independent Consultant may not offer, entice, encourage, solicit, recruit, or otherwise influence or attempt to persuade another Independent Consultant to change their Enroller or upline organization, either directly or indirectly. Any such actions will be considered Cross-Sponsoring, as per Section 4.10 Crossline Recruiting.

A - Inactivation and Re-application

An Independent Consultant may legitimately change organizations by voluntarily inactivating their Immunotec account by written request to Customer Service. The account must have status as inactive for a period of 6 full months and be compressed before the former Independent Consultant may reapply under a new Enroller. The former Independent Consultant's previous downline will remain in their original line of sponsorship and will not be moved.

B - Duplicate Accounts

In cases where a second downline organization has been developed in an additional Independent Consultant account, Immunotec reserves the sole and exclusive right to determine the final disposition of the downline organization, including and not limited to the termination of both accounts.

Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched Sponsor or Enroller by duplication is often extremely difficult. Therefore,

INDEPENDENT CONSULTANTS WAIVE ANY AND ALL CLAIMS AGAINST IMMUNOTEC, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM IMMUNOTEC'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

An account may be considered duplicated based if two or more of these contact points are identical: names, address, telephone number, tax ID, or any other relevant information.

4.5 - One Immunotec Business Per Independent Consultant

An Independent Consultant may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Immunotec account. No individual may have, operate, or receive compensation from more than one Immunotec business.

Should an Independent Consultant become affiliated on another Immunotec account due to the registration of a Business Entity, the Independent Consultants personal account will be inactivated.

4.6 - Actions of Household Members or Affiliated Parties

Individuals of the same Household may maintain, own, and operate their own Immunotec Business. A "Household" is defined as spouses and dependent adult children living at or doing business at the same address. Should two members of the same Household elect to become Independent Consultants at the same time, one must be enrolled by the other. Should other members of the same household elect to become Independent Consultants at a future date, the household member who joined Immunotec first must be their Enroller.

Family members who reside at different addresses are eligible to be enrolled by the Consultant of their choosing.

- If any member of an Independent Consultant's immediate household engages in any activity which, if performed by the Independent Consultant, would violate any provision of the Agreement or these Policies, such activity will be deemed a violation by the Independent Consultant and Immunotec may take disciplinary action pursuant to these Policies and Procedures.
- If any household individual associated in any way with a corporation, partnership, limited liability company, trust, or other entity (registered "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Immunotec may take disciplinary action against the Business Entity.

4.7 - Sale, Transfer of Immunotec Business

Although an Immunotec business is a privately owned and independently operated business, the sale or transfer, of an Immunotec account (personal or Business Entity), is subject to certain limitations. The selling Independent Consultant must notify Immunotec's Compliance Department via the back-office Compliance form.

Immunotec will only consider the transfer or sale of Diamond or above ranked accounts.

- Consultants of Associate, Venture, Silver or Gold who wish to transfer or sell their account, must provide adequate reasoning to the Immunotec Compliance Department. These transfers are rarely permitted.

- The selling Independent Consultant must offer Immunotec the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Immunotec shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The transferee will become a qualified Immunotec Consultant and must purchase a Welcome Kit if the sale is approved.
- If the transferee is an active Immunotec Consultant, Compliance will terminate their Immunotec account before sale completion.
- In the event that an Immunotec Incentive Trip has been earned by the selling Independent Consultant, the incentive trip travel is non-transferable, and cannot be exchanged, sold, or reissued.

Immunotec reserves the right to approve or deny any sale or transfer request.

Should the sale or transfer be approved:

- Existing line of sponsorship must be maintained.
- Any debt obligations the selling party has with Immunotec must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Agreement to be eligible to sell or transfer an Immunotec business.

The selling Independent Consultant must receive written approval from the Compliance Department before proceeding with the sale. If an Independent Consultant sells or transfers their Immunotec account without the written approval of the Compliance Department, the sale or transfer will not be honored.

4.8 - Succession

Upon the death or incapacitation of an Independent Consultant, their business may be passed to their heirs. Appropriate legal documentation must be submitted to Compliance to ensure the transfer is proper (see section 4.7A).

If the Independent Consultant consulted an attorney to assist them in the preparation of a legal Will or other testamentary instrument, the documentation must be submitted to Compliance. Whenever an Immunotec business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Independent Consultant's marketing organization provided the following qualifications are met.

In both cases, the successor(s) must:

- Execute an Independent Consultant Agreement.
- Comply with terms and provisions of the Agreement.
- Settle any debt obligations the deceased had with Immunotec.
- Meet all the qualifications for the deceased Independent Consultant's status.
- If the business is bequeathed to two persons or a partnership or married couple, they must form a Business Entity and acquire a Federal Taxpayer Identification Number. (Section 4.3)
- All documentation must be sent to Compliance via the back-office form in the Resource Library/ Ethics and Compliance.

Once the successor of the account is approved:

- The existing line of sponsorship must be maintained.
- The new Independent Consultant must purchase a Welcome Kit. No product purchase is required.

A - Transfer Upon Death of an Independent Consultant

To affect a testamentary transfer of an Immunotec business, the executor of the estate must provide the following to Immunotec:

1. A copy of the original death certificate.
2. Certified letters testamentary or a letter of administration appointing an executor (if available).
3. Instructions from the authorized executor or the successor to Immunotec specifying to whom the business and income should be transferred.

B - Transfer Upon Incapacitation of an Independent Consultant

To effectuate a transfer of an Immunotec business because of incapacity, the successor must provide the following to Immunotec:

1. A notarized copy of an appointment as trustee.
2. A notarized copy of the trust document or other documentation establishing the trustee's right to administer the Immunotec business.
3. A completed Independent Consultant Agreement executed by the trustee.

The trustee must then:

- Operate the business in compliance with terms and provisions of the Agreement.
- Meet all the qualifications for the incapacitated Independent Consultant's status to be paid at that rank.

If the trustee fails to achieve the rank maintained by the Independent Consultant, the business will be paid at the rank at which it qualifies during each bonus period. Immunotec reserves the right to determine the successor Independent Consultant's rank for purposes of recognition.

4.9 - Independent Consultant Participation in Other Network Marketing Programs

A - Non-Solicitation

Immunotec Independent Consultants are free to participate in other direct selling, multilevel marketing, or network marketing entities, businesses, organizations, opportunities, or ventures (collectively referred to as a "network marketing business"). However, during the term of the Immunotec Agreement, any renewal or extension hereof, and for a period of 12 months following any termination of an Independent Consultant' Agreement, an Independent Consultant (or former Consultant) may not promote to or recruit any Immunotec Independent Consultant or Customer to another network marketing business.

Independent Consultants and Immunotec agree that this non-solicitation provision shall apply to all markets in which Independent Consultants are located.

This provision shall survive the termination or expiration of the Independent Consultant Agreement.

For the purposes of this Section, the term "recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party) another Immunotec Independent Consultant or Customer to: (1) enroll, join, or otherwise participate in another network marketing business; or (2) terminate or alter their business or contractual relationship with the Immunotec.

B - Promotion of Other Network Marketing Opportunities

If an Independent Consultant is engaged in other network marketing business, it is the responsibility of the Independent Consultant to ensure that their Immunotec business is operated entirely separate and apart.

The following must be adhered to:

- Independent Consultants must not sell, or attempt to sell, any competing non-Immunotec programs, products or services to Immunotec Customers or Independent Consultants. Any program, product, or services in the same generic categories as Immunotec products or services is deemed to be competing, regardless of differences in cost, quality, or other distinguishing

factors. This provision does not apply where professional services are the primary source of revenues and the product sales are secondary to the provision of such services (e.g., physician's offices, health clinics, health clubs, gyms, spas, or beauty salons). However, an Independent Consultant may sell non-competing products or services to Immunotec Customers or Independent Consultants who are personally enrolled.

- Independent Consultants shall not display Immunotec promotional material, sales aids, products, or services with or in the same location as, any non-Immunotec promotional material or sales aids, products, or services.
- Independent Consultants shall not offer the Immunotec opportunity, products, or services to prospective or existing Customers or Independent Consultants in conjunction with any non-Immunotec program, opportunity, product, or service.
- Independent Consultants may not offer any non-Immunotec opportunity, products, or services at any Immunotec-related meeting, seminar, convention, webinar, teleconference, or other function.
- Independent Consultants may not offer any non-Immunotec opportunity, products, or services on any social media platform or page, including and not limited to Facebook and WhatsApp groups, where the Consultant usually promotes and conducts Immunotec business.

Independent Consultants who have attained the Diamond rank (or higher) are not permitted to promote in any way other network marketing organizations except for Consultant's enrolled in Colombia.

4.10 - Confidential Information

Confidential Information refers to and includes, but is not limited to:

- Downline genealogy reports
- The identities of Immunotec customers and Independent Consultants
- Contact information of Immunotec customers and Independent Consultants
- Independent Consultants' personal and group sales volumes
- Independent Consultant rank and/or achievement levels
- Any other financial and business information
- Intellectual property of Immunotec

All Confidential Information (whether oral or in written or electronic form) is proprietary information of Immunotec and constitutes a business trade secret belonging to Immunotec. Confidential Information is, or may be available, to Independent Consultants in their respective back-offices. Independent Consultant access to such confidential Information is password protected. It is made available to Independent Consultants for the sole purpose of assisting Independent Consultants in working with their respective downline organizations in the development of their Immunotec business.

Independent Consultants may not use the reports and confidential information for any purpose other than for developing, managing, or operating their Immunotec business, including assisting, motivating, and training their downline team members. When an Independent Consultant is found to be participating in other multi-level marketing ventures, he/she is not eligible to have access to downline genealogy reports and other confidential information and will lose access to their back office. This is for confidentiality and nondisclosure.

To protect the confidential information, an Independent Consultants shall not, on their own behalf, or on behalf of any other person, partnership, association, corporation, or other entity:

- Directly or indirectly disclose any confidential information to any third party.
- Directly or indirectly disclose the password or other access code to their back-office.
- Use any confidential information to compete with Immunotec or for any purpose other than promoting their Immunotec business.
- Recruit or solicit any Independent Consultant or Customer of Immunotec listed on any report or in the Independent Consultant's back- office, or in any manner attempt to influence or induce any Independent Consultant or Customer of Immunotec, to alter their business relationship with Immunotec.
- Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

The obligation not to disclose confidential information shall survive cancellation or termination of the Agreement and shall remain effective and binding irrespective of whether an Independent Consultant's Agreement has been terminated, or whether the Independent Consultant is or is not otherwise affiliated with the Immunotec. Upon nonrenewal or termination of the Agreement, Independent Consultants must immediately discontinue all use of all or any confidential information and if requested by Immunotec promptly return all materials in their possession to Immunotec within five (5) business days of request, at their own expense.

4.11 - Crossline Recruiting

Independent Consultants are prohibited from crossline recruiting.

Crossline recruiting is defined as suggesting or inviting, in any way, that an Immunotec Independent Consultant open a new account when they already have an active account.

The use of a spouse or relative's name, trade names, DBAs, assumed names, entities, federal identification numbers, or fictitious identification numbers, or any other device or contrivance to circumvent this policy is prohibited, and will be considered a duplicate account as per policy 4.4B. An Independent Consultant shall not demean, discredit, or defame other Immunotec Independent Consultants to entice another customer or Independent Consultant become part of their organization.

For the purposes of this Section, the term "crossline recruiting" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, of another Immunotec Independent Consultant or Customer to enroll, join, or otherwise participate in another Immunotec Consultant organization, downline, or line of sponsorship other than the one in which they originally enrolled.

4.12 - Targeting Other Direct Sellers

Immunotec does not condone Independent Consultants specifically or consciously targeting the sales force of another direct sales company to sell Immunotec products or to become Independent Consultants for Immunotec, nor does Immunotec condone Independent Consultants solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company.

Should Independent Consultants engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Independent Consultant alleging that they engaged in inappropriate recruiting activity of its sales force or customers, Immunotec will not pay any of the Independent Consultant's defense costs or legal fees, nor will Immunotec indemnify the Independent Consultant for any judgment, award, or settlement.

4.13 - Unauthorized Claims and Actions

A - Indemnification

An Independent Consultant is fully responsible for all their verbal and written statements made regarding Immunotec products, services, and the Compensation Plan that are not expressly contained in official Immunotec materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through any form of social media, in print, or any other means of communication. Independent Consultants agree to indemnify Immunotec and Immunotec's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Immunotec as a result of the Independent Consultant's unauthorized representations or actions. This provision shall survive the termination of the Independent Consultant Agreement.

B - Product Claims

Independent Consultants are not permitted to make any claim or suggestions that Immunotec products will cure, treat, diagnosis, prevent any diseases or symptoms of diseases, illnesses, or viruses. Such statements can be perceived as health claims, and they may lack adequate substantiation. This is particularly important as the actions or statements of one Independent Consultant can have far-reaching implications for all other Independent Consultants and can jeopardize Immunotec's business.

Such claims are a violation of the Independent Consultant Agreement, country-specific, federal, provincial, and state laws, and regulations.

To not make non-compliant claims:

- Independent Consultants may not make claims about the therapeutic, curative, or beneficial properties of any products offered by Immunotec except those contained in official Immunotec literature, approved by the Company and consistent with product licenses.
- Independent Consultants must not make claims or suggestion that Immunotec products are medicinal.
- Independent Consultants must not make dosage or serving suggestions other that what is written on the official product label.
- Independent Consultants must not suggest Immunotec products are a substitute for medical, pediatric, or veterinary advice.
- Independent Consultants must not make pediatric or veterinary dosage recommendations.

Independent Consultants should recommend to any Customer or Consultant under physician's care or medical treatment to seek the advice of their physician before altering their nutritional regimen to include Immunotec products.

Independent Consultants who do not follow the rules in this section are subject to a penalty, up to and including termination of their Immunotec account.

C - Compensation Plan Claims

When presenting or discussing the Immunotec Compensation Plan, you must make it clear to prospects that financial success with Immunotec requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves.

Examples of misrepresentations in this area include but are not limited to:

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

Independent Consultants may not make these or any other representations that could lead a prospect to believe that they can be successful as an Immunotec Independent Consultant simply for enrolling.

D - Income and Lifestyle Claims

Independent Consultants are not permitted to make income claims, exaggerated earnings representations, or extravagant lifestyle claims.

An income claim includes and is not limited to:

- Statements of actual earnings
- Statements of projected earnings
- Statements of earnings ranges
- Income testimonials
- Lifestyle claims
- Hypothetical claims.

A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth.

Both types of claims may consist of references to the achievement of one's dreams, financial freedom, getting rich, having everything one always wanted, and are phrased in terms of "opportunity" or "possibility" or "chance."

While Independent Consultants may believe it beneficial to provide copies of checks or bonus reports, or to disclose the earnings of themselves or others, such statements may have legal consequences due to country-specific, federal, provincial, or state laws and regulations. For this reason, Independent Consultants may not make income projections, promises, claims other than what is clearly indicated in the Immunotec Compensation Plan.

The proper way to discuss income earnings or the Company's Compensation Plan requires, but is not limited to, the following:

- You shall clearly stipulate that no remuneration is received solely for enrolling or sponsoring new Consultants. All possible earnings are the result of product purchases.
- When reviewing the Compensation Plan with any person you must inform them that upon enrolling in the Immunotec Opportunity, the initial Welcome Kit Purchase is required. However, to qualify for participation in the Company Compensation Plan as amended, they must meet the volume qualifications.

Independent Consultants must not:

- Represent, either directly or by implication that all participants who enter in the business will succeed.
- Downplay the financial investment that an average Independent Consultant should expect to make to be successful.
- Misrepresent the amount of time an average Independent Consultant would have to devote to the business to achieve income or Leadership ranks.

Independent Consultants must:

- Use the Company's published materials to explain the operation of the Compensation Plan. Do not use hypothetical income examples.
- Use the current income disclosure statement (IDS), when in Canada or the United States, available to download in the Independent Consultant online back office.
- In Canada or the United States, Independent Consultants must use the proper IDS along with the proper disclaimers stated in the IDS regarding earnings and incentives.

E - Income Disclosure Statement (IDS) For Canada and United States

Immunotec's corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we have developed the Immunotec Income Disclosure Statement ("IDS") as required by federal law in Canada and the United States. Both IDS' are designed to convey truthful, timely, and comprehensive information regarding the income that Immunotec Independent Consultants earn. A copy of the IDS must be presented to all prospective Independent Consultants. The failure to comply with this policy constitutes a significant and material breach of the Immunotec Independent Consultant Agreement and will be grounds for disciplinary sanctions, including termination, pursuant to Section 9.1 (Disciplinary Sanctions).

You can find the Income Disclosure Statement (IDS) under the "Legal" tab on the Immunotec corporate website, for Canada and the United States.

In any meeting held in the USA that is open to the public in which the Compensation Plan is discussed, or any type of income claims is made, you must provide every prospective Independent Consultant with a copy of the IDS and you must display at least one (3 foot x 5 ft poster board) in the front of the room in reasonably close proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Compensation Plan.

4.14 - Governmental Approval or Endorsement

Neither federal, provincial, or state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Independent Consultants shall not represent or imply that Immunotec or its Compensation Plan have been approved or endorsed by any government agency. *

*Does not apply to all countries

4.15 - Repackaging and Re-labeling Prohibited

Immunotec products must be sold in their original packaging. Independent Consultants may not repackage, re-label, or alter the labels on Immunotec products. Tampering with labels/packaging could be a violation of federal, provincial, or state laws and may result in civil or criminal liability. Independent Consultants may affix a personalized sticker with their personal/contact information to each product or product container without removing existing labels or covering any text, graphics, or other material on the product label.

4.16 - Commercial Outlets

Independent Consultants may not sell Immunotec products from any brick and mortar, or other retail establishment such as kiosks, booths, pharmacies, department stores, beauty supply stores, supermarkets, newsstands, health food stores, vending machines, mall carts, store, or any other type of commercial outlet.

Independent Consultants who do not follow the rules in this section are subject to a penalty, including, but not limited to, termination of their Immunotec Independent Consultant Account. Immunotec Consultants may not supply a third-party who resells Immunotec products in any commercial outlet.

4.17 - Trade Shows, Expositions and Other Sales Forums

Independent Consultants may display and/or sell Immunotec products at trade shows and professional expositions only once they have received written approval from the Compliance Department.

Requests must be submitted through the Compliance Submission Form for approval, as Immunotec's policy is to authorize only one Immunotec business per event. Approval will be granted to the first Independent Consultant who submits the request. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Compliance Department. Immunotec further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or the Immunotec opportunity.

4.18 - Events Hosted by Independent Consultant

An Independent Consultant may charge an entrance fee for events, reunions, seminars, or conferences up to a maximum of $15 USD* (or the equivalent amount in the country currency in which the event is hosted) to recuperate any rental costs.

An Independent Consultant is not permitted to sell services or sales tools and materials at an Immunotec branded event with intention to gain profit outside the standard Immunotec Compensation Plan.

The Immunotec business opportunity rewards generously for the coaching and training of downline Consultants, see section 5 Responsibilities of an Independent Consultant.

Please contact the Immunotec Compliance Department via the Consultant Submission Form in the back office for any requests for an increase in the allowance on entrance fees. Please state reason for increased fee of entrance.

*Only for the United States and Canada, the maximum entrance fee applicable is $25 USD per person.

4.19 - International Marketing

Independent Consultants are authorized to promote and/or sell Immunotec products and enroll Customers or Independent Consultants only in the countries in which Immunotec is authorized to conduct business, as announced in official Company literature (an "Official Country"). Immunotec products or sales aids may not be given, transferred, distributed, shipped into or sold in any Unauthorized Country (see definition below).

Independent Consultants have no authority to take any steps in any country toward the introduction or furtherance of the Company. This includes, but is not limited to, any attempt to register, reserve or otherwise secure any Company names, trademarks, trade names, copyright, patent, other intellectual property, to secure approval for products or business practices, or to establish business or governmental contacts. You agree to indemnify the Company for all costs incurred by it for any remedial action needed to exonerate the Company in the event you improperly act purportedly on behalf of the Company.

Only after the Company has announced that a country is officially open for business (an "Official Country") may Independent Consultants conduct business in that Official Country by promoting the Company (or related entity) and/or promoting, marketing, or selling products, and enrolling other Independent Consultants or Customers. Independent Consultants are required to follow all laws, rules, and regulations of the countries in which Immunotec operates. Independent Consultant may use only promotional materials approved by the Company for use in any Official Country and sell only products approved for sale in that country.

In addition, no Independent Consultant may, in any unauthorized and unofficial Country:

- Advertise the Company, the Compensation Plan.
- Offer Company products for sale or distribution.
- Conduct sales or training meetings.
- Enroll or attempt to enroll potential Customers or Independent Consultants.
- Accept payment for enrollment or recruitment from citizens of countries where Immunotec does not conduct business.
- Promote international expansion via the Internet or in promotional literature.
- Conduct any other activity for the purpose of selling Immunotec products, establishing a marketing organization, or promoting the Immunotec opportunity.

An Independent Consultant is solely responsible for compliance with all laws, tax requirements, customs laws, rules, and regulations of any country in which they conduct business. Independent Consultants accept the sole responsibility to conduct their independent businesses lawfully within each country in which they conduct business.

An Independent Consultant's right to receive commissions in a country may be revoked at any time if the Company determines that the Consultants has not conducted business in particular country in accordance with the terms and conditions contained herein or the governing operations within such country.

The Company reserves the right to establish additional policies and procedures that are applicable to a specific country. An Independent Consultant who conducts business internationally agrees to abide by all special policies established by the Company for the specific country or countries in which he or she conducts business.

4.20 - Stockpiling and Bonus Buying

Immunotec's Compensation Plan is based on product sales. Independent Consultants are not required to carry an inventory of product for retail sale. Independent Consultants must never purchase more products than they can reasonably use or sell to retail customers in any one month and must not influence or attempt to influence any other Independent Consultant to buy more products than they can reasonably use or sell to retail customers in a month.

Stockpiling is the excessive ordering of products in amounts solely or primarily for the purpose of qualifying for commissions, bonuses, rank advancement or other forms of compensation in the Compensation Plan. Equally, Independent Consultants are not permitted to provide product for resale online (section 4.2L) or to stock a commercial establishment (section 4.18).

Equally, excessive amounts of orders sent to any one address can and will be considered stockpiling and or bonus buying.

Bonus buying is strictly prohibited. Bonus buying includes any mechanism or excessive ordering 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, purchasing products through a straw man or other artifice, third party, or an excessive amount of orders sent to any one address.

Stockpiling and bonus buying are a manipulation of the Compensation Plan and unfairly lead to one Independent Consultant's gain and another's loss. No refunds will be made for stockpiled product, as determined by the Company at its sole discretion. No exchanges will be processed for stockpiled product that is nearing expiration.

Independent Consultants who do not comply with this Section are subject to the disciplinary sanctions set forth in Section 11, up to and including termination of their Immunotec Independent Consultant Account.

4.21 - Unauthorized Communication

In the excitement and enthusiasm of working their Immunotec business, an Independent Consultant may attempt to contact the Company's vendors, suppliers, or advisors with questions or ideas. Any such communication without the Company's prior written consent is strictly prohibited. Vendors, suppliers, and advisors are often not set up to handle a large volume of contacts. Equally important, we must respect their rights to privacy. Questions regarding any of these Entities may be directed to Field Support.

Immunotec upholds individuals' rights to privacy. If an Independent Consultant violates the Immunotec Privacy Policy, the provisions of Section 4:10 or otherwise misuses personal information, disciplinary and legal action may be taken against the Independent Consultant.

A - Unsolicited Email

Immunotec does not permit Independent Consultants to send unsolicited commercial emails unless such emails strictly comply with applicable state and federal laws and regulations including, without limitation, the federal CAN-SPAM Act.

The CAN-SPAM Act regulates the transmission of all commercial e-mail messages, not just unsolicited messages. A commercial e-mail message is defined as any e-mail that has a "primary purpose of . . . commercial advertisement or promotion of a commercial product or service." This includes commercial e-mails sent to business e-mail accounts, as well as those sent to individual consumers.

Requirements for All Commercial Email Messages:

The Mailing List

- The mailing list may include only persons who have affirmatively agreed (opted in) to receive commercial e-mail from you.
- The mailing list must not include any recipient who has previously asked not to receive commercial e-mail from the business (opted out).
- You must "scrub" the mailing list against available "do not e-mail" list at the last possible, commercially reasonable moment before the e-mail is sent.

The E-mail Message

- The message must include complete and accurate transmission and header information.
- The "From" line must identify your name as the sender. It must not contain our company's name, trade name, or product or service name. The key requirement is that the "From" line provide the recipient with enough information to understand who is sending the message.
- The "Subject" line must accurately describe the message's content.
- The message must clearly include the business's valid, current physical postal address. This address can be a: o street address.
- Post office box that the business has accurately registered with the Postal Service; or
- Private mailbox that the business has accurately registered with a commercial mail receiving agency established pursuant to postal regulations.
- The message must disclose that it is an advertisement or solicitation unless the e-mail message is sent only to recipients who have affirmatively agreed (opted in) to receive these messages from the business.

- There must be a functioning return email address to the sender.
- The use of deceptive subject lines and/or false header information is prohibited.

The Opt-out Mechanism

- The message must clearly explain that the recipient may opt out of receiving future commercial messages from the business.
- The message must include either an e-mail address or other online mechanism that the recipient may use for this opt out. The mechanism must not require the recipient to:
- Do anything more than reply to the e-mail or visit a single web page to opt out.
- Make any payment or submit any personal information, including account information (other than e-mail address), to opt out. The opt-out mechanism must work for at least 30 days after the e-mail is sent.
- You must ensure that the explanation of how a recipient can opt out is easy to read and understand.
- You may include a menu of opt-out options that permit the recipient to select the types of commercial messages the recipient would like to continue receiving. However, one option must permit opting out of all commercial messages from you.
- You must honor all opt-out requests within ten business days.
- Opt-out requests do not expire. An opt-out is overridden only by the recipient's subsequent express (opt in) request to receive commercial e-mail.
- All opt-out requests, whether received by email or regular mail, must be honored. If you receive an opt-out request from a recipient of an email, you must forward the opt-out request to the Company.
- You may not sell, share, or use a business's opt-out list for any reason other than to comply with the law.

Monitoring Opt-out Capabilities – If you use a third-party service provider you must implement procedures to ensure that the opt-out capabilities work.

B - Commercial Email Messages Sent on Behalf of Independent Consultants

Immunotec may periodically send commercial emails on behalf of Independent Consultants. By entering into the Independent Consultant Agreement, Independent Consultant agrees that the Company may send such emails and that the Independent Consultant's physical and email addresses will be included in such emails as outlined above. Independent Consultants shall honor opt-out requests generated as a result of such emails sent by the Company.

*The above policy (4.23) applies to all communications also sent via fax, DM, private messenger, WhatsApp.

C - Faxes

Except as provided in this section, Independent Consultants may not use or transmit unsolicited faxes in connection with their Immunotec business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting Immunotec, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a facsimile transmission: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Independent Consultant has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between an Independent Consultant and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Distributor; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

4.22 - Telemarketing (Canada and USA)

The Federal Trade Commission, The Federal Communications Commission, The Canadian Radio-Television and Telecommunications Commission's (CRTC), as well as data protection agencies in many countries have laws that restrict telemarketing practices, including and not limited to the implementation of "do not call" regulations as part of their telemarketing laws.

Immunotec does not consider Independent Consultants to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that the inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could be a violation of the law. These regulations must not be taken lightly, as they carry significant penalties.

Independent Consultants must not engage in telemarketing in the operation of their Immunotec businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of an Immunotec product or service, or to recruit them for the Immunotec opportunity. "Cold calls" made to prospective customers or Independent Consultants that promote either Immunotec's products or services or the Immunotec opportunity constitute telemarketing and are prohibited.

- If the Independent Consultant has an established business relationship with the prospect. An "established business relationship" is a relationship between an Independent Consultant and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Distributor, or a financial transaction between the prospect and the Distributor, within the eighteen 18 months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect's personal inquiry or application regarding a product or service offered by the Distributor, within the 3 months immediately preceding the date of such a call.
- If the Independent Consultant receives written and signed permission from the prospect authorizing the Independent Consultant to call. The authorization must specify the telephone number(s) which the Independent Consultant is authorized to call.
- You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.
- Independent Consultants shall not use automatic telephone dialing systems or software relative to the operation of their Immunotec businesses.
- Independent Consultants shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the Immunotec products, services, or opportunity.

Section **5**

Responsibilities of Independent Consultants

5.1 - Presentation of the Immunotec Opportunity

- Independent Consultants must adhere the Immunotec Compensation Plan as set forth in official Immunotec literature.
- Independent Consultants shall not offer the Immunotec opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official Immunotec literature.
- Independent Consultants shall not require or encourage other current or prospective Customers or Independent Consultants to execute any agreement or contract other than official Immunotec agreements and contracts to become an Immunotec Independent Consultant.
- Independent Consultants shall not require or encourage other current or prospective Customers or Independent Consultants to make any purchase from, or payment to, any individual or other entity to participate in the Immunotec Opportunity or Compensation Plan.

5.2 - Enrolling

As an active Independent Consultant with Immunotec, you have the right to enroll others into the business, and new applicants have the right to select their Enroller.

A prospect has the right to choose their Enroller. Implied loyalty to an individual who made the initial Company introduction does not obligate one to accept that individual's sponsorship. (For example, prospective applicants are not obligated to be sponsored/enrolled by someone who merely provides a Company video or other promotional material.)

If the new Independent Consultant believes there is an error in their registered Enroller, they must communicate the error to Compliance during their entry month; proof of error must be provided.

In cases where it is not clear who the rightful Enroller should be, Immunotec will do its best to sort out any confusion and assign the new Independent Consultant believed to be the first selected Enroller. Compliance does not have an obligation to settle or be a part of any disputes concerning enrollment (or agreements in connection with sponsorship bonuses). Should Compliance be unable to determine if a mistake was made during enrollment, the Enroller of a new Independent Consultant will be the Enroller indicated in the Consultant Application and Agreement signed by the prospective applicant and/or entered as the Enroller in the Company's computer system with exception of misplacement.

When enrolling a new Independent Consultant through the online enrollment process, the Enroller may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online Terms and Conditions, Terms of Use, Immunotec's Policies and Procedures, the Terms of Sale, and The Privacy Act

Independent Consultants must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Independent Consultants before the applicant signs an Independent Consultant Agreement or ensure that they have online access to these materials.

5.3 - Continuing Obligations

A - Responsibilities to Downline Organizations

Independent Consultants are responsible for training their downline organization regarding on effective and lawful methods of building a successful business. Independent Consultants are prohibited from advising other Independent Consultants to restructure their downline in a fashion that gives the Enroller or upline Independent Consultants an income benefit or advantage, doing potential long-term damage to their Independent Consultant Account. You are responsible for answering questions from Independent Consultants whom you have personally enrolled. Independent Consultants who have questions about any aspect of the Company should contact their upline and/or Enroller for assistance. You are responsible for advising your downline Independent Consultants of the placement of any personally enrolled Consultants placed under them. You are responsible for fully explaining the Satisfaction Guarantee policy (Section 8.2) set forth in these Policies and Procedures.

B - Ongoing Training

Any Independent Consultant who enrolls another Independent Consultant into Immunotec must:

- Assist and provide training to ensure that their downline is properly operating their Immunotec business.
- Independent Consultants must have ongoing contact and communication with the Independent Consultants in their Downline Organizations.
- Provide product knowledge training, effective sales techniques, the Immunotec Compensation Plan, and compliance with Company Policies and Procedures and applicable laws.

Independent Consultants must not, however, violate Section 4 when providing training or presenting training materials.

Independent Consultants should monitor their downline organizations to ensure that downline Independent Consultants refrain from making improper product or business claims, from violating the Policies and Procedures, and from engaging in any illegal or inappropriate conduct.

C - Increased Training Responsibilities

As Independent Consultants progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Immunotec program. They will be called upon to share this knowledge with lesser experienced Independent Consultants within their organization.

D - Ongoing Sales Responsibilities

Regardless of their level of achievement, Independent Consultants have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

5.4 - Adherence to Laws, Regulations, and the Agreement

Independent Consultants must comply with all federal, provincial, state, and local laws, regulations, ordinances, codes, and the terms of the Agreement in the conduct of their businesses. Many countries have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Independent Consultants because of the nature of their business. However, Independent Consultants must obey those laws that do apply to them. If a government official tells an Independent Consultant that an ordinance applies to him or her, the Independent Consultant shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Immunotec. In addition, Independent Consultants must not recommend, encourage, or teach other Independent Consultants to violate federal, provincial, state, or local laws, regulations, ordinances, codes, or the terms of the Agreement in the operation of their Immunotec business.

5.5 - Income Taxes

Each Independent Consultant or Business Entity is responsible for paying local, provincial, state, and federal taxes on any income generated as an Independent Consultant. Immunotec will not provide any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. Every year, before country deadlines, Immunotec will provide each income earning Consultant or Entity with the proper country/ state/ provincial tax forms, where applicable.

5.6 - Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, commissions, and tax documents, it is important that Immunotec's files are current.

Independent Consultants may update their mailing address and or email address in their back office, or by contacting Customer Service.

Immunotec may need to deliver important notices to its Independent Consultants. These notices will be considered properly delivered if they are sent to the Independent Consultants primary mailing address on file with Immunotec.

All email communications will be sent to the email address on file. To receive communications from Immunotec, Independent Consultants must opt-in via their back office.

5.7 - Errors or Questions

If an Independent Consultant has questions about or believes any errors have been made regarding commissions, bonuses, or charges, the Independent Consultant must notify Immunotec by contacting the Customer Service Department within 60 days of the date of the purported error or incident in question. Immunotec will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

5.8 - Reporting Policy Violations

Independent Consultants who become aware that another Independent Consultant is violating the Agreement or Policies, should report the violation directly to Immunotec's Compliance Department using the Compliance Submission Form located in the Independent Consultant's back office. Details of the incident in question such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

Any incident reported to the Compliance department must have supporting documentation such as images, screenshots, text messages, emails, online URL, etc. Any incident reported without proper supporting documentation will not be reviewed.

5.9 - Respect for Immunotec and its Corporate Team

Immunotec seeks to provide its Independent Consultants with the best products, Compensation Plan, and service in the industry. Accordingly, we value your constructive comments. All such comments should be submitted in writing to the Customer Service Department. While Immunotec welcomes constructive input, negative comments and remarks made in the field by Independent Consultants about the Company, its products, its management, or the Compensation Plan serve no purpose other than to sour the enthusiasm of other Independent Consultants. For this reason, and to set a proper example for your downline, you must not disparage Immunotec, other Independent Consultants, Immunotec's products, the Compensation Plan, or Immunotec's directors, officers, or employees. Such action constitutes a material breach of this Policy and Procedures and may result in a disciplinary action including, but not limited to, termination of your Immunotec Independent Consultant Account.

Section 6

Sales Requirements

6.1 - Product Sales

The Immunotec Compensation Plan is based on the sale of Immunotec products and services to end consumers. Independent Consultants must fulfill personal and Downline Organization retail 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. To be eligible for commissions, Independent Consultants must satisfy the requirements as outlined in the Immunotec Compensation Plan.

6.2 - No Territory Restrictions

There are no exclusive territories granted to anyone in any country in which Immunotec operates.

6.3 - Sales Receipts

All Independent Consultants must provide their Retail Customers with two copies of an official sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal, provincial, or state law.

Independent Consultants must maintain copies of all retail sales receipts for sales to theirRetail Customers for a period of two years and furnish them to Immunotec at the Company's request. Records documenting the purchases of Independent Consultants' Retail and Preferred Customers will be maintained by Immunotec.

Section 7

Bonuses and Commissions

7.1 - Bonus and Commission Qualifications and Accrual

An Independent Consultant must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Independent Consultant complies with the terms of the Agreement, Immunotec shall pay commissions to such Independent Consultant in accordance with the Marketing and Compensation plan. The minimum amount for which Immunotec will issue a commission is:

CA 15 Canadian Dollars	GT 250 Quetzales	PT 10 Euros
CO 100 Mil COP	IE 10 Euros	SP 10 Euros
DR 500 Dominican Pesos	MX 300 Mexican Pesos	UK 10 Pounds
EC 25$ US Dollars	PE 100 Soles	USA 15 US Dollars

If an Independent Consultant's bonuses and commissions do not equal or exceed the minimum amount, the Company will accrue the commissions and bonuses until they total minimum amount. Payment will be issued once minimum amount has been accrued. Notwithstanding the foregoing, all commissions owed an Independent Consultant, regardless of the amount accrued, will be paid if the Independent Consultant's business is terminated.

7.2 - Announcement of Senior Platinum Rank

An Independent Consultant must be active and in compliance with the agreement to qualify for bonuses and commissions. When appropriate, to protect the business confidentiality of downline leaders, Immunotec may announce a Consultant as having attained the Senior Platinum rank. Note this announcement is solely for recognition and celebration purposes. To be paid as Sr. Platinum, as well as be paid any bonuses that may be awarded to the rank, one must meet the Compensation Plan requirements. Please see the Immunotec Compensation Plan for details.

7.3 - Adjustment to Bonuses and Commissions

A - Adjustments for Returned Products, Cancelled Services, Chargebacks

Independent Consultants receive bonuses and / or commissions based on the actual sales of products and services to end consumers. When a service is cancelled, a product is returned to Immunotec for a refund or is repurchased by the Company, or a chargeback is received on the order, any of the following may occur at the Company's discretion:

- The bonuses and/ or commissions attributable to the returned or repurchased product(s) or cancelled service will be deducted from payments to the Independent Consultants who received bonuses and/ or commissions on the sales of the refunded product(s) or cancelled service, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered.

- The Independent Consultants who earned bonuses and/ or commissions based on the sale of the returned product(s) or cancelled service will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered.

- The bonuses and/ or commissions attributable to the returned or repurchased product(s) or cancelled service may be deducted from any refunds or credits to the Independent Consultant who received the bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service.
- Commissions paid on any order that is charged back will be deducted if the chargeback goes unresolved within 30 days after issuing by the bank.
- Incentive trip credits acquired from an order that is charged back can and will be deducted. Immunotec reserves the right to revoke a Consultant's trip qualification at any time, including up to the day of the trip, as a result of chargebacks received to the Company.

B - Tax Withholdings

If an Independent Consultant fails to provide their correct tax identification number, Immunotec will deduct the necessary withholdings from the Independent Consultant's commission payments as required by law.

7.4 - Unclaimed Commissions and Credits

For all unclaimed commissions and credits for inactivated or compressed Independent Consultants, the Company adheres to escheat laws of each state or province, which may include a transaction fee in favor of Immunotec.

7.5 - Reports

All information provided by Immunotec 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 but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card chargebacks; the information is not guaranteed by Immunotec or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS 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, IMMUNOTEC AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY INDEPENDENT CONSULTANT 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/OR 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 IMMUNOTEC 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, IMMUNOTEC 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 Immunotec's online and telephone 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 Immunotec's online and telephone reporting services and your reliance upon the information.

Section 8

Product Orders, Guarantees, Returns, and Inventory Repurchase

8.1 - Product Orders

A - The AutoShip Program

The AutoShip Program is optional and allows Independent Consultant to easily set up a convenient monthly automatic order and preferred processing date. If AutoShip order billing date falls on a weekend or holiday, orders will be shipped the next business day.

AutoShip and Preferred Customer order changes, processing date changes as well as cancellations can be made online in the Independent Consultant back office or by contacting Customer Service at least three (3) business days prior to the processing date to be effective for the current month.

B - General Ordering Policies

Immunotec encourages its Independent Consultant to use the web to make and pay their orders; it saves time, is convenient, and is available 24 hours a day, 7 days a week. If a full payment method cannot be arranged before the commission period has closed, the order will be canceled.

Orders that are not paid in full are will not ship, or general volume or commissions. Orders for products and sales aids may be combined. There are no minimum order requirements.

C - Pricing Adjustments

Immunotec reserves the right to adjust pricing on products and sales aids at any time without notice. The most recent Price List and Starter Pack Sheets are available to download in the back office.

D - Shipping and Back Orders

In-stock items will be shipped within two business days of the receipt of the order by Immunotec. Out-of-stock items will be placed on backorder and shipped as soon as additional inventories are received.

Back-ordered items can be canceled upon request and replacement merchandise will be sent, or a refund or credit issued. If a refund is requested, appropriate volume points will be deducted from your Personal Volume in the month in which the refund is issued.

E - Confirmation of Orders

Independent Consultant must check every order upon receipt. Any shipping discrepancies or damage must be reported to the Customer Service Department within ten (10) days of receipt.

8.2 - Product Guarantee and Refunds

Immunotec offers a 100% 30-day money-back satisfaction guarantee to all Customers and Independent Consultants. After 30 days, Immunotec offers a 90% money-back guarantee for up to 12 months from the date of purchase (less delivery or pickup charges).

If an Independent Consultant returns their welcome kit and initial order for a refund within the 12 months after purchase, the request will constitute the Independent Consultant's voluntary cancelation of his/her Independent Consultant Agreement. The refund will be processed as an inventory repurchase pursuant to Section 8, and the Independent Consultant's Agreement will be terminated and their Immunotec business will be cancelled.

Independent Consultants MUST verbally inform their customers (retail and Preferred) of this right of rescission, they MUST provide their retail customers with TWO copies of a retail receipt at the time of the sale and MUST point out this cancellation right stated on the receipt. If a Customer makes an order online, the Company will provide the Customer with the receipt. Independent Consultants must ensure that the date of the order or purchase is entered on the Retail Sales Receipt. All retail customers must be provided with two copies of an official Immunotec Retail Sales Receipt at the time of the sale. The back of the receipt provides the customer with written notice of their rights to cancel the sales agreement.

A - Retail Customers

When an Independent Consultant makes a sale or takes an order from a retail customer who cancels or requests a refund within the refund period, the Independent Consultant must promptly refund the customer's money if the products are returned to the Independent Consultant in substantially as good condition as when received. All Independent Consultants must honor the Immunotec 30-day money-back satisfaction guarantee.

B - Preferred Customers

Independent Consultants must notify their Preferred Customers that they have 30 business days from the date of purchase to request and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Independent Consultants should also notify their Preferred Customers about these time limits at the time they enroll as a Preferred Customer and place their first order. Products shipped directly to a Preferred Customer by the Company must be returned before the refund will be issued to the Customer by Immunotec.

Living Better Rewards credits are non-refundable. Any order with Reward credits applied will be refunded only the dollar amount incurred for product and not inclusive of the reward value amount.

Returned product orders will decrement a Preferred Customers product spend Reward threshold, exhausting to zero as needed to account for the returned product that previously earned product spend threshold points.

C - Return of Inventory and Sales Aids upon Cancellation

If an Independent Consultant chooses to, at any time, cancel the Independent Consultant's Agreement and requests the voluntary inactivation of their account, the Independent Consultant may return Starter Kits, products, and sales aids that they personally purchased from Immunotec (purchases from other Independent Consultants or third parties are not subject to refund) that are in Resalable (see Definition of "Resalable" below) condition and which have been purchased within 1 year prior to the date of termination, for a 90% refund of the net cost.

- Neither the original shipping and handling charges nor return shipping fees will be refunded.
- Purchases made through a credit card must be refunded through the same credit card.
- Any commissions, rebate, or any other form of compensation based on a product(s) that was purchased, and such product(s) is/are subsequently returned for a refund, will be deducted from those who earned.

Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied:

1. They are unopened and unused.
2. Packaging and labeling have not been altered or damaged.
3. They are in a condition to be resold at full price.
4. They are still in Immunotec's current inventory.
5. Are returned to Immunotec within one year from the date of purchase.

Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

Replicated Website fees are not refundable except as required by applicable law.

D - Montana Residents

A Montana resident may cancel their Independent Consultant Agreement within 15 days from the date of enrollment and may return their Starter Kit for a full refund within such time period.

E - Procedures for All Returns

The following procedures apply to all returns for refunds:

- All items must be returned by the Independent Consultant or Customer who purchased it directly from Immunotec.
- All items to be returned must have a Return Authorization Number which is obtained by contacting Customer Service. This Return Authorization Number must be written on each carton returned.

To return product:

- The original packing slip must be in the box.
- The unused portion of the item(s) in its/their original container.
- Proper shipping carton(s) and packing materials are to be used in packaging the items(s) being returned, and the best and most economical means of shipping is suggested. All returns must be shipped to Immunotec shipping pre-paid. Immunotec does not accept shipping-collect packages. The risk of loss in shipping for returned items shall be on the Independent Consultant. If the returned items are not received by the Company's Distribution Center, it is the responsibility of the Independent Consultant to trace the shipment.
- If an Independent Consultant is returning merchandise to Immunotec that was returned to him or her by a personal Retail Customer, the product must be received by Immunotec within ten (10) days from the date on which the Retail Customer returned the merchandise to the Independent Consultant and must be accompanied by a copy of the sales receipt the Independent Consultant gave to the customer at the time of the sale.

No refund will be issued if the conditions of these rules are not met.

F - Product Exchanges

As Immunotec does not suggest Consultants buy more product than they can reasonably resell in one month, the exchange of product is only permitted if the product is received damaged or unfit for resale. In such cases, the exchange must be requested within 10 business days of reception.

Section 9

Dispute Resolution and Disciplinary Proceedings

9.1 - Disciplinary Sanctions

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 an Independent Consultant 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 Independent Consultant's Immunotec business), may result, at Immunotec's discretion, in one or more of the following corrective measures:

- Issuance of a written warning.
- Requiring the Independent Consultant to take immediate corrective measures.
- Imposition of a fine, which may be withheld from bonus and commission earnings.
- Loss of rights to one or more bonus and commission earnings.
- Immunotec may withhold from an Independent Consultant all or part of the Independent Consultant's bonuses and commissions during the period that Immunotec is investigating any conduct allegedly violative of the Agreement. If an Independent Consultant's business is canceled for disciplinary reasons, the Independent Consultant will not be entitled to recover any commissions withheld during the investigation period.
- Suspension of the individual's Independent Consultant Agreement for one or more pay periods.
- Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of an Independent Consultant (which may subsequently be re-earned by the Independent Consultant).
- Transer or removal of some, or all, of the offending Independent Consultant's downline Consultants from their organization.
- Involuntary termination of the offender's Independent Consultant Agreement.
- Suspension and/or termination of the offending Independent Consultant's Immunotec website or back-office access.
- Any other measure expressly allowed within any provision of the Agreement or which Immunotec deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Independent Consultant's policy violation or contractual breach.
- In situations deemed appropriate by Immunotec, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2 - Grievances and Complaints

When an Independent Consultant is aware of non-compliant Immunotec business activities or actions made by another Independent Consultant, the grieved Independent Consultant should first report the problem to their Enroller who should review the matter and try to resolve it with the other party's Enroller. If the matter involves interpretation or violation of Company policy, it must be reported to the Immunotec Compliance Department using the Compliance Submission Form. The Compliance Department will review the information submitted.

A - Procedure

Once the report is received, the Compliance Officer may determine one of the following things:

- If neither the complaint nor other evidence related to the alleged issues demonstrate a violation of any Policy of the Company by a preponderance of the evidence, the Complainant will be sent a reply and dismissal, and no other process shall ensue.
- The Compliance Officer may determine that the allegations are credible and do not warrant an investigation, in which case a written Warning will be sent to the violating Independent Consultant directing him or her to cease and desist the current activity. Compliance reserves the right to take adequate disciplinary actions, as mentioned in Section 9.1 Disciplinary Sanctions.
- If the Compliance Officer determines that the allegations are credible, Compliance may elect to investigate the allegations. Once the investigation is completed, a response will only be sent to the Independent Consultant who allegedly violated the Policies and Procedures, with copy sent to any other Corporate member or upline Independent Consultant Compliance deems necessary. The notification allows the Independent Consultant the opportunity to provide details regarding the allegations, and to offer clarification. Upon receipt of the Respondent's response, the Compliance Officer shall review the Respondent's reply. If it is determined that appropriate measures have been taken to correct the Issue, the Officer will close the file. However, if the violation has not been rectified, disciplinary actions will be imposed as per Section 9.1 Disciplinary Sanctions.

The duration of investigations (if any), final decisions and final responses from the Company will vary depending on the circumstances of each case. The resolutions provided by Compliance (if any) to an Independent Consultant will not establish any precedent; Compliance is not obligated to respond in a similar way to purportedly similar cases.

B - Appeals

Following the issuance of a sanction or decision made by Compliance, (other than a suspension pending an investigation), an Independent Consultant may appeal and seek a different result.

The Independent Consultant's appeal must be in writing and received by Immunotec's Compliance Department within fifteen (15) days from the date of Immunotec's sanction notice. If the appeal is not received by Immunotec within the fifteen (15) day period, the sanction(s) and or decision will be final.

The Independent Consultant must submit all supporting documentation with their appeal to Compliance via the back-office form. They must specify in full detail the reasons why they believe the Company's initial determination was erroneous. If the Independent Consultant files a timely appeal of the sanction, the Company will review, consider any other appropriate action, and notify the Independent Consultant in writing of its decision.

The filling an appeal does not guarantee that the final resolution will be changed.

Beyond fifteen (15) days after communicating the sanction or decision, Compliance will not accept any appeals, on any case.

Section 10

Payments

10.1 - Third Party Use of Credit Cards

Independent Consultants may not use another person's credit card to pay for their Immunotec order, without that person's authorization.

Should an Independent Consultant use another person's credit card to pay partially or fully their order, and a chargeback is received for the payment, the Independent Consultant under whose account the order was made will be considered responsible for the debt. The Independent Consultant will be contacted by Compliance to repay the order, and may lose any incentives, volume, or credits that resulted from the original payment. Failure to pay the debt may result in termination of the Consultants account and have commissions implications as stated in Section 7.3A Adjustments for Returned Products, Cancelled Services, Chargebacks.

10.2 - Sales Taxes

Where applicable by law:

- Immunotec is required to charge sales taxes on all purchases made by Independent Consultants and Customers, and remit the taxes charged to the respective states, where applicable by law.
- Immunotec will collect and remit sales taxes on behalf of Independent Consultants, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined, where applicable by law.
- If an Independent Consultant has submitted, and Immunotec has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Independent Consultant (unless the state in question does not accept a Sales Tax Exemption Certificate and Sales Tax Registration License from a direct selling independent contractor), where applicable by law. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by Immunotec is not retroactive.

Section 11

Inactivity, Reclassification, and Termination

11.1 - Effect of Cancelation of the Agreement

So long as an Independent Consultant remains active and complies with the terms of the Independent Consultant Agreement and these Policies and Procedures, Immunotec shall pay commissions to such Independent Consultant in accordance with the Compensation Plan. An Independent Consultant's bonuses and commissions constitute the entire consideration for the Independent Consultant's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an Independent Consultant's inactivation for non-renewal of their Independent Consultant Agreement, voluntary inactivation of their Independent Consultant Agreement, or termination by Compliance or the Company, the former Independent Consultant shall have no right, title, claim or interest to the marketing organization which they operated, or any future commission or bonus from the sales generated by the organization.

An Independent Consultant whose business is cancelled, for whatever reason, will lose all rights as an Independent Consultant. This includes the right to sell Immunotec products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Independent Consultant's former downline sales organization. In the event of termination, Independent Consultants agree 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 their former downline organization.

Following the cancellation of the Agreement, the former Independent Consultant shall not hold himself or herself out as an Immunotec Independent Consultant and shall not have the right to sell Immunotec products or services. An Independent Consultant whose business is canceled shall receive commissions and bonuses only for the last full pay period they were active prior to cancelation (less any amounts withheld during an investigation preceding an involuntary termination).

11.2 - Voluntary Inactivation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. The request to inactivate must be submitted by email to Customer Service. Once received the account will be inactivated. See policy 11.1.

11.3 - Non-renewal

An Independent Consultant Agreement will be cancelled if the Independent Consultant chooses to not renew their Agreement on its anniversary date, therefore failing to pay his/her annual renewal fee. The Company may also elect not to renew an Independent Consultant's Agreement upon its anniversary date. See policy 11.1.

11.4 - Involuntary Termination

An Independent Consultant's violation of any of the terms of the Agreement, including any amendments that may be made by Immunotec in its sole discretion, may result in the involuntary termination of their Independent Consultant Agreement by Compliance. Termination shall be effective on the date on which written notice is emailed or delivered via an express courier to the Independent Consultant's email address or address, or to his/her attorney, or when the Independent Consultant receives actual notice of termination, whichever occurs first.

Immunotec reserves the right to terminate all Independent Consultant Agreements upon thirty (30) days written notice if it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

11.5 - Reinstatement after Involuntary Termination

An Independent Consultant (individual, entity, or other) terminated by the Company may not seek reinstatement as a Consultant until the Consultants Immunotec Business has passed six months of inactivation and compressed.
See Section 11.8 Compression.

The terminated Consultant must submit a request to Compliance@immunotec.com for consideration to reinstate, after compression has removed the account from the previous downline organization. The Compliance department has right to approve or reject any such request, depending on the reasons for prior termination. If the request for reinstatement is approved, the terminated Consultant must open a new Immunotec Business. The terminated Consultant does not return to the position held prior to termination.

11.6 - Suspension

During an ongoing Compliance investigation, or for reasons deemed necessary for the protection of confidential information, Compliance may temporarily suspend a Consultants account. During suspension, the Independent Consultant temporarily loses the ability to place orders or create new enrollments.

11.7 - Removal of Back Office Access

To protect confidential and proprietary information, Compliance reserves the right to remove an Independent Consultants access to their Immunotec back office.

11.8 - Compression

If an Independent Consultant does not pay their renewals fee thus becomes inactive, is voluntarily inactivated, or is terminated, their Independent Consultant Agreement shall be terminated and compressed following the last day of the sixth (6th) month of inactivation. Written confirmation of the Cancellation will not be provided by Immunotec.

Section 13

Definitions

Active Customer – A Preferred or Retail Customer who purchases Immunotec products or services during a particular month.

Active Independent Consultant – An Independent Consultant account that has (1) purchased a Welcome Kit, (OR) paid the renewal fee, (and) accepted the Agreement and the Terms and Conditions.

Active Rank – The term "active rank" refers to the current rank of an Independent Consultant, as determined by the Immunotec Compensation Plan, for a particular pay period. To be considered "active" relative to a particular rank, an Independent Consultant must meet the criteria set forth in the Immunotec Compensation Plan for their respective rank. (See the definition of "Rank" below.)

Affiliated Party – A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

Agreement – The contract between the Company and each Independent Consultant includes the Independent Consultant Application and Agreement Terms and Conditions, the Immunotec Policies and Procedures, the Immunotec Compensation Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by Immunotec in its sole discretion. These documents are collectively referred to as the "Agreement."

Cancel – The termination of an Independent Consultant's business. Termination may be either voluntary, involuntary, through non-renewal or inactivity.

Downline – Your downline (or downline organization) consists of the Independent Consultants you personally enroll or sponsor (your first level Independent Consultants), the Independent Consultants that first level Independent Consultants enroll or sponsor, as well as the Independent Consultants that are subsequently enrolled or sponsored beneath them.

Downline Leg – Each one of the individuals personally enrolled immediately underneath you and their respective marketing organizations represents one "leg" in your marketing organization.

Enroll – The act of introducing a prospective Independent Consultant to Immunotec and assisting them to execute an Independent Consultant Application and Agreement and thereby become an Immunotec Independent Consultant. (Also see the definition of "Sponsor.") These activities are called "enrolling."

Enroller – The person who enrolls a prospective Independent Consultant into Immunotec.

Group Volume – The commissionable value of services and products purchased by the Customers and Independent Consultants in the downline of a particular Independent Consultant.

Immediate Household – Spouses, heads-of-household, and dependent family members residing in the same residence.

Level – The layers of downline Customers and Independent Consultants in a particular Independent Consultant's downline. This term refers to the relationship of an Independent Consultant relative to a particular upline Independent Consultant, determined by the number of Independent Consultants between them who are related by sponsorship. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A's fourth level.

Official Immunotec Material – Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by Immunotec to Independent Consultants.

Personal Sales Volume – The commissionable value of services and products purchased by: (1) a Independent Consultant; (2) the Independent Consultant's personally-enrolled Preferred or Direct Customers; and (3) the Independent Consultant's personal Retail Customers who purchase from the Independent Consultant's Immunotec replicated website.

Rank – The "title" that an Independent Consultant holds pursuant to the Immunotec Compensation Plan. "Title Rank" refers to the highest rank an Independent Consultant has achieved in the Immunotec compensation plan at any time. "Paid As" rank refers to the rank at which an Independent Consultant is qualified to earn commissions and bonuses during the current pay period.

Recruit – For purposes of Immunotec's Conflict of Interest Policy (Section 4.11), the term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Immunotec Independent Consultant or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Registered External Website – A Independent Consultant's Immunotec-approved personal website that is hosted on non-Immunotec servers and has no official affiliation with Immunotec.

Replicated Website – A website provided by Immunotec to Independent Consultants which utilizes website templates developed by Immunotec.

Resalable – Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied:
1) they are unopened and unused.
2) packaging and labeling has not been altered or damaged;
3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price;
4) it is returned to Immunotec within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

Retail Customer – An individual who purchases Immunotec products from or through an Independent Consultant but who is neither a participant in the Immunotec compensation plan nor a Preferred/Retail/Auto-Ship Customer.

Retail Sales – Sales to a Retail Customer.

Social Media – Any type of online media that invites, expedites, or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of social media include, but are not limited to, blogs, chat rooms, Facebook, Twitter, LinkedIn, and YouTube.

Sponsor – An Independent Consultant under which another Independent Consultant is placed.

Suspension – When an Independent Consultants account is placed on suspension HOLD for a temporary period, by Compliance, for reasons of an ongoing investigation or Compliance situation. During suspension, the Independent Consultant temporarily loses the ability to place orders or create new enrollments.

Termination – When an Independent Consultant Agreement is cancelled permanently by Compliance or the Company for violations of the Agreement, or Policies.

Upline – This term refers to the Independent Consultant or Independent Consultants above a particular Independent Consultant in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any Independent Consultant to the Company.

Welcome Kit – A selection of Immunotec training materials and business support literature, and Independent Consultant replicated website that each new Independent Marketing Independent Consultant is required to purchase.