

# **POLICIES AND PROCEDURES NOVEMBER 2020**



Effective November, 2020

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# 1 Section 1 – Mission Statement

Our goal is to provide high quality scientifically based nutrition and wellness products which enhance quality of life and performance. We thrive by empowering people to share an exceptional network marketing opportunity that is accessible to everyone. We commit to continued growth and prosperity for our Consultants, Employees, and Stakeholders.

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:

1. To earn commissions and bonuses on sales of Company products in any country in which the Company does business (“Country of Operation”).
2. 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.
3. Consultants set their own business hours and determine their own methods of procuring orders.
4. 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.
5. You will keep all proper records necessary to ensure the proper assessment and payment of any such taxes and duties.
6. 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.
7. The Independent Consultant has great liberty to build a business based on their unique personality, talents, goals and objectives.

# 2 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 - Policies and Procedures Incorporated into Independent Consultant Agreement

These Policies and Procedures, in their present form and as amended by Immunotec Research, Inc., (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 insure that he or she is 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).

## 2.3 - 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 web site; (2) electronic mail (e-mail); (3) posting in Independent Consultants’ back-offices; (4) inclusion in Company periodicals; (5) inclusion in product orders or bonus checks; or (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.

## 2.4 - 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.

## 2.5 - 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.

## 2.6 - 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 his or her personal information via his or her respective back office, and to submit updates thereto.

# 3 Section 3 – Becoming a Consultant

## 3.1 - Requirements to Become a 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 Number, RFC, CURP, Social Security Number, International Tax ID number, or a Federally Issued Tax ID number from the jurisdiction in which the Consultant resides.
- Purchase an Immunotec Welcome Kit (optional for residents of North Dakota).
- Complete the Immunotec Independent Consultant Application and Agreement.

Immunotec reserves the right to accept or reject any Independent Consultant Application and Agreement for any or no reason.

## 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 a Distributor. In order 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 repurchase resalable kits from any Distributor who terminates his or her Distributor Agreement pursuant to the terms of Section 8.3. Should a new Independent Consultant chose 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 Distributor. 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).
- Sponsor 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 - 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 is on the 14th of every month. Independent Consultants may elect to utilize the Automatic Renewal Program ("ARP"). Under the ARP, 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.

# 4 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.
  - 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.
  - 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.
  - 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 in order 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 - Adherence to the Immunotec Compensation Plan

Independent Consultants must adhere to the terms of 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 in order to become an Immunotec Distributor. Similarly, 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 Compensation Plan.

### 4.2 - Advertising

It is the Independent Consultant's obligation to ensure his or her online 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. Websites and web promotion activities (which include, but are not limited to, Social Media sites) and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This includes, but is not limited to, spam linking (or blog spam), unethical, or misleading search engine optimization (SEO) tactics, misleading click-through ads (i.e. having the display URL of a pay-per-click campaign appear to route to an official Immunotec corporate site when it goes elsewhere), unapproved banner ads, and unauthorized press releases.

#### A - General

All Independent Consultants shall safeguard and promote 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.

To promote both the products and services, and the tremendous opportunity Immunotec offers, Independent Consultants must use the sales aids, business tools, and support materials produced by Immunotec. The Company has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the legal requirements of federal and state laws.

Accordingly, Independent Consultants may only advertise or promote their Immunotec business using approved tools, templates or images uploaded in their back office. No approval is necessary to use these approved tools. If you wish to design your own online or printed marketing materials of any kind, your designs must be submitted to the Immunotec Compliance Department through the Compliance submission form in your back office for consideration. Unless you receive specific written approval from Immunotec to use such tools, the request shall be deemed denied. Go to the Download Library tab in your back office to access the library.

Independent Consultants may not sell sales aids to other Immunotec Independent Consultants. Independent Consultants may make approved material available to other Independent Consultants free of charge if they wish but may not charge other Immunotec Independent Consultants for the material.

Immunotec further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Independent Consultants waive all claims for damages or remuneration arising from or relating to such rescission.

## **B - Trademarks and Copyrights**

The name of Immunotec and other names as may be adopted by Immunotec are proprietary trade names, trademarks and service marks of Immunotec (collectively “marks”). As such, these marks are of great value to Immunotec and are supplied to Independent Consultants for their use only in an expressly authorized manner. Immunotec will only allow the limited non-exclusive use of its marks, designs, or symbols, or any derivatives thereof, solely by an Independent Consultant in the furtherance or operation of his or her Immunotec business, consistent with these Policies and Procedures. Immunotec will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including Immunotec Independent Consultants, in any manner without its prior, written permission.

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 Distributor, you may use the Immunotec name in the following manner:

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 your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase Immunotec Independent Consultant in your phone greeting or on your answering machine to clearly separate your independent Immunotec business from Immunotec. For example, you may not secure the domain name [www.buyImmunotec.com](http://www.buyImmunotec.com), nor may you create an email address such as [Immunotecsales@hotmail.com](mailto:Immunotecsales@hotmail.com).

### **1 - Independent Immunotec Independent Consultant Logo**

If you use an Immunotec logo in any communication, you must use the Independent Consultant version of the Immunotec logo. Using any other Immunotec logo requires written approval. Please see the examples below:



## **C - 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.

## **D - 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.

### **1 - 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;
  - o post office box that the business has accurately registered with the Postal Service; or
  - o 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:
  - o do anything more than reply to the e-mail or visit a single web page to opt out;
  - o make any payment or submit any personal information, including account information (other than e-mail address), to opt out; and
  - o 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 your opt-out capabilities actually work. An example of a basic procedure to test the opt-out procedure is as follows:

- Establish e-mail accounts with several major private e-mail account providers (for example, Gmail, Yahoo, Hotmail, AOL, and so on) and add these e-mail addresses to the business’s mailing list. For each e-mail address created for monitoring purposes, use the businesses opt-out mechanism to remove the e-mail address from the mailing list.
- Repeat this procedure on a regular basis (for example, at least every two weeks).
- Examine the e-mail received by the monitoring e-mail account to confirm that the: the opt-out mechanism works; the opt-out request is honored within 10 business days; and the monitoring e-mail account no longer receives commercial messages from the business.
- If the monitoring and testing process reveals problems, the business should immediately fix the issues.

Third-party Marketing Affiliates or Service Providers - When using third-party service providers, including affiliate marketers you should ensure that the written contract with the service provider clearly sets out each party’s responsibilities for compliance with the CAN-SPAM Act and includes appropriate and adequate remedies for noncompliance.

## 2 - Additional Requirements for Email Messages Sent to Wireless Devices

When sending commercial messages to wireless devices:

- Ensure that you have the recipient’s prior, affirmative consent (opt in) to send the commercial message. The consent can be oral, written or electronic.
- Ask for consent in a way that involves no cost to the recipient, for example:
  - o do not send the request to the wireless device.
  - o allow the recipient to respond in a way that involves no cost (such as an online, e-mail or postal mail sign-up).
- When seeking consent, make it clear that the recipient:

- is agreeing to receive commercial e-mail on his wireless device.
- may be charged to receive the e-mail.
- can revoke his consent at any time.

### 3 - 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.

#### E - Unsolicited 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.

#### F - 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. No Independent Consultant may place telephone or online directory display ads using Immunotec's name or logo. 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 he or she has reached corporate offices of Immunotec. If an Independent Consultant wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

Independent Consultant's Name  
Immunotec Independent Consultant

#### G - 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.

#### H - Advertised Prices

Independent Consultants may not create their own marketing or advertising material offering any Immunotec products at a price less than the current retail price. Similarly, Independent Consultants may not sell any Immunotec products at a price less than the current retail price.

### 4.3 - Online Conduct

#### A - Independent Consultant Web Sites

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 directly or indirectly promote Immunotec's products, services, or the Immunotec opportunity.

#### B - 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, and may not use their Replicated Website to promote, market or sell non-Immunotec products, services or income opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- The Immunotec Independent Consultant Logo
- Your Name
- Immunotec Corporate Website Redirect Button
- Artwork, logos, or graphics
- Original text.

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/<distributorID#>](http://www.Immunotec.com/<distributorID#>). You must change this default ID and choose a uniquely identifiable website name that cannot:

- Be confused with other portions of the Immunotec corporate website.
- Confuse a reasonable person into thinking they have landed on an Immunotec corporate page.

- Be confused with any Immunotec name.
- Contain any discourteous, misleading, or off-color words or phrases that may damage Immunotec's image.

### **C - Registered External Websites**

The term External Website refers to an Independent Consultant's own personal website, or other web presence that is used for an Independent Consultant's business, but which is not hosted on Immunotec's servers and has no official affiliation with Immunotec. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes Immunotec products and/or the Immunotec opportunity is considered an External Website. An Independent Consultant is allowed to have an External Website to personalize his or her business and promote the opportunity, but the External Website must be approved in writing by Immunotec. If an Independent Consultant wishes to develop an External Website, he/she must do so as follows:

1. Submit the content of the External Website to Immunotec for approval in advance of being available for public viewing. Immunotec reserves the right to disapprove of any External Website, and the Independent Consultant waives all claims against Immunotec should such authorization be withheld or rescinded.
2. Adhere to the branding and image usage policies described in these Policies and Procedures.
3. Agree to modify the External Website to comply with current and future Policies and Procedures.
4. Agree to terminate the External Website upon Cancellation of the Independent Consultant's Independent Consultant Agreement.

Independent Consultants are solely responsible and liable for their own Registered External Website content, messaging, claims, and information and must ensure that it appropriately represents and enhances the Immunotec brand and adheres to Immunotec's Policies and Procedures. Therefore, even if an Independent Consultant does not own or operate a blog or Social Media site, if an Independent Consultant posts to any such site that relates to Immunotec or which can be traced to Immunotec, the Independent Consultant is responsible for the posting. The Independent Consultant is also responsible for postings by others that appear on any blog or Social Media site that the Independent Consultant owns, operates, or controls. Additionally, Registered External Websites must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at Immunotec's sole discretion.

An Independent Consultant's External Website may not link to any other site than an Immunotec replicated website. An Independent Consultant may place inbound links to his or her Registered External Website, but sites from which the Independent Consultant links must not contain 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.

If an Independent Consultant uses the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is the Independent Consultant's responsibility to ensure that he or she has received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and the Independent Consultant must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

### **D - Immunotec Independent Consultant Disclosure**

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your Registered External Website:

The Immunotec Independent Consultant Independent Consultant Logo  
 Your Name and Title  
 Immunotec Corporate Website Redirect Button

Although Immunotec brand themes and images are desirable for consistency, anyone landing on any page of an Independent Consultant's External Website must clearly understand that they are at an Independent Consultant site, and not an Immunotec Corporate page.

### **E - Registered External Websites Must Exclusively Promote Immunotec**

Your Immunotec Registered External Website must contain content and information that is exclusive to Immunotec. You may not advertise other products or services other than the Immunotec product line and the Immunotec opportunity.

### **F - No eCommerce or Stock-and-Sell Retailing**

An Independent Consultant's Registered External Website must only facilitate the entry into his/her Immunotec Replicated Website. Independent Consultants may not stock and sell Immunotec products, nor may you facilitate an e-commerce environment that would facilitate this model. All orders must be placed through your official Replicated Website or Independent Consultant Workstation.

### **G - Registered External Website Termination**

In the event of the voluntary or involuntary termination of your Independent Consultant Agreement, you must remove your Registered External Website from public view within three days and redirect (forward) all traffic from that domain to [www.Immunotec.com](http://www.Immunotec.com). Your external website may be transferred to another Immunotec Distributor, subject to Immunotec approval, on a case-by-case basis.

### **H - Domain Names, email Addresses and Online Aliases**

You are not allowed 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. Additionally, you 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. Examples of the improper use of Immunotec include, but are not limited to any form of Immunotec showing up as the sender of an email or examples such as:

www.MyImmunotecBiz.com  
www.ISellImmunotec.com  
www.ImmunotecMoney.net

www.ImmunotecDreamTeam.com  
www.ImmunotecbyJaneDoe.com  
www.JanesImmunotecOpportunity.net

### **I - Immunotec Hotlinks**

When directing readers to your Registered External 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 resolving to the site of an Immunotec Independent Consultant. Attempts to mislead web traffic into believing they are going to an Immunotec corporate site, when in fact they land at an Independent Consultant 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.

### **J - Monetizing Websites**

Independent Consultants may not monetize their Replicated Website or their Registered External 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.

### **K - eBay / Online Sales**

Immunotec's products and services may not be listed on eBay or other online auctions, nor may Independent Consultants sell on eBay, other online auctions, online classifieds (including Craigslist), online retail stores, online ecommerce sites (including Amazon), nor may you allow a third party to sell Immunotec products on eBay or other online auction or ecommerce sites, such as Amazon, MercadoLibre, AliBaba, TowBow, etc. An Independent Consultant who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells Immunotec products on eBay or any other online auctions must immediately discontinue all sales to the third party.

### **L - Banner Advertising**

You may place banner advertisements on a website provided you use Immunotec-approved templates and images. All banner advertisements must link to your Replicated Website Independent Consultants may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with Immunotec products or the Immunotec opportunity. 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.

### **M - 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 you make on blogs, forums, guest books, etc., must be unique, informative and relevant.

### **N - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)**

Independent Consultants may upload, submit 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 submissions 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, and must state that you are solely responsible for this content. Independent Consultants may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Immunotec or captured at official Immunotec events or in buildings owned, leased, or operated by Immunotec without prior written permission from Immunotec.

### **O - Domain Names and Email Addresses**

Except as set forth in the Independent Consultant Website Application and Agreement, Independent Consultants may not use or attempt to register any of Immunotec's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

### **P - Social Media**

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

- No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to your Immunotec Replicated Website.
- It is your responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- Profiles that an Independent Consultant generates in any social community where Immunotec is discussed or mentioned must clearly identify the Independent Consultant as a "Immunotec Independent Consultant".
- When an Independent Consultant participates in those communities, he or she must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. The determination of what is inappropriate is at Immunotec's sole discretion, and the offending Independent Consultant will be subject to disciplinary action.

- Any social media site that is directly or indirectly operated or controlled by an Independent Consultant that is used to discuss or promote Immunotec’s products or the Immunotec opportunity may not link to any website, social media site, or site of any other nature, other than the Independent Consultant’s Immunotec replicated website.
- During the term of this Agreement and for a period of 12 calendar months thereafter, an Independent Consultant may not use any social media site on which they discuss or promote, or have discussed or promoted, the Immunotec business or Immunotec’s products to directly or indirectly solicit Immunotec Independent Consultants for another direct selling or network marketing program (collectively, “direct selling”). In furtherance of this provision, an Independent Consultant shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Independent Consultants relating to the Independent Consultant’s other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.11 (Conflicts of Interest) below.
- Banner ads and images used on these sites must be current and must be approved in advance by Immunotec.
- An Independent Consultant may post or “pin” photographs of Immunotec products on a social media site, but only photos that are provided by Immunotec and downloaded from the Independent Consultant’s Back-Office may be used.

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 deactivate the business profile page.

In addition to the requirements specified in elsewhere in these Policies and Procedures, if an Independent Consultant utilizes any form of Social Media, he or she agrees to each of the following:

- To generate sales and/or enroll a Distributor, a Social Media site must link only to the Independent Consultant’s Immunotec replicated website.
- Other than Pinterest and similar Social Media sites, any Social Media site that is directly or indirectly operated or controlled by an Independent Consultant that is used to discuss or promote Immunotec products or the Immunotec business opportunity may not link to any website, Social Media site, or site of any other nature, other than the Independent Consultant’s Immunotec website.
  - 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 deactivate the business profile page.

#### **Q - 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.

#### **R - 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.

### **4.4 - Business Entities**

A corporation, (collectively referred to in this section as a “Business Entity”) may apply to be an Immunotec Independent Consultant by submitting an Independent Consultant Application and Agreement along with a properly completed set of documents indicated for each jurisdiction. 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, compliance with the Immunotec Policies and Procedures, the Immunotec Independent Consultant Agreement, and other obligations to Immunotec.

#### **A - Addition or Removal of an Affiliated Party**

When adding an Affiliate Party to an existing Immunotec Independent Consultants ship, the Company requires a signed written request as well as a properly completed Independent Consultant Agreement containing the original Applicant’s/Applicants’ and new Affiliated Party’s/ Parties/ information, tax identification numbers and signatures. The documents relating to addition or removal of an Affiliate Party must be submitted to Immunotec’s Customer Service Department.

To prevent the circumvention of Sections 4.23 (Sale, Transfer or Assignment of Immunotec Business) and 4.5, (Change of Sponsor), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or Immunotec, the Affiliated Party must terminate his

or her affiliation with the Business Entity, notify Immunotec in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.23 (Sale, Transfer or Assignment of Immunotec Business). When removing a co-applicant from an existing Immunotec account, the Company requires a written and notarized request from the departing Affiliated Party/ Parties, as well as a properly completed Independent Consultant Agreement containing only the remaining Affiliate Party's/Parties' federal tax identification number and signature(s). In addition, the Affiliated Party terminating his/her/its their interest in the Business Entity may not participate in any other Immunotec business for six consecutive calendar months in accordance with Section 4.5.3 (Termination and Re-application). If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.23 (Sale, Transfer or Assignment of Immunotec Business).

The modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5 (Change of Sponsor), below.

Documents relating to addition or removal of an Affiliate Party must be submitted to Immunotec's Customer Service Department. Immunotec may, at its discretion, require notarized documents before implementing any changes to an Immunotec business. Please allow thirty (30) days after the receipt of the request by Immunotec for processing.

#### **B - Changes to a Business Entity**

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

#### **C - Management of an Independent Consultant 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.
- If the Independent Consultant Account is owned by more than one individual, Immunotec will defer to the management decisions of the majority of the individuals. In the event that a majority of the individuals cannot reach agreement regarding the management of the Independent Consultant Account Immunotec will defer management decisions to the individual noted as "Applicant" on the Independent Consultant Agreement.

#### **4.5 - Change of Upline Organization**

Immunotec strongly discourages changes in sponsorship outside of the entry month. In order to protect the upline organization, no Independent Consultant may interfere with the relationship between another Independent Consultant and his or her 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 his or her Sponsor or upline organization, either directly or indirectly. Accordingly, the transfer of an Immunotec business from one sponsor to another is rarely permitted. Requests for change of sponsorship, outside of the enrollment month, must be submitted to the Compliance Department using the Compliance Submission Form and must include the reason for the transfer. Organizational changes outside the enrollment month will only be considered for the following situations:

##### **A - Misplacement**

In cases in which the new Independent Consultant is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an Independent Consultant may request that he or she be transferred to another organization with his or her 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 he or she was placed beneath the incorrect sponsor. It is up to Immunotec's discretion whether the requested change will be implemented.

##### **B - Fraudulent Activity**

If the enrolled Consultant has been subject to acts of fraud, unethical sponsoring or criminal acts during the time of enrollment. Request must include proof of fraudulent activity and be submitted for review to the Immunotec Compliance Department.

##### **C - Termination and Re-application**

An Independent Consultant may legitimately change organizations by voluntarily canceling his or her Immunotec business and remaining inactive (i.e., no purchases of Immunotec products for resale, no sales of Immunotec products, no sponsoring, no attendance at any Immunotec functions, participation in any other form of Independent Consultant activity, or operation of any other Immunotec business, no income from the Immunotec business) for 6 full calendar months. Following the 6-month period of inactivity, the former Independent Consultant may reapply under a new sponsor, however, the former Independent Consultant's downline will remain in their original line of sponsorship.

##### **D - Duplicate Account and Waiver of Claims**

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

**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.**

## **4.6 - Unauthorized Claims and Actions**

### **A - Indemnification**

An Independent Consultant is fully responsible for all of his or her 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 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**

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Immunotec may be made except those contained in official Immunotec literature. In particular, no Independent Consultant may make any claim that Immunotec products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or symptoms of diseases. Such statements can be perceived as drug claims, and they may lack adequate substantiation. Not only are such claims in violation of the Independent Consultant Agreement, they also violate the laws and regulations of the United States and other jurisdictions.

### **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:

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

The above are merely examples of improper representations about the Compensation Plan. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be successful as an Immunotec Independent Consultant without commitment, effort, and sales skill.

### **D - Income Claims**

In their enthusiasm to enroll Customers, some Independent Consultants are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. These income claims or earnings representations may be in the form of lifestyle claims (including photos or other representations that include expensive homes, automobiles, vacations, and/or money). At Immunotec, we firmly believe that Immunotec's business plan is great enough to be highly attractive, without reporting the earnings of others.

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 approaches have legal consequences that can negatively impact Immunotec as well as the Independent Consultant making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Independent Consultants may not have the data necessary to comply with the legal requirements for making income claims, a Distributor, when presenting or discussing the Immunotec business opportunity to a prospective, may not make income projections or income claims or disclose his or her Immunotec income (including the showing of checks, bonus reports, copies of checks or bank statements).

Opportunities for income under the Compensation Plan are determined by many factors, including the ability and perseverance of the individual. You may not make statements alluding to the income potential of any prospective Independent Consultant except as stated in Company literature or make statements regarding their personal income without stating that the income is not necessarily representative of the income an average or typical Independent Consultant can earn. All income is strictly derived from sale of products. The current income disclosure statement, available to download in the Independent Consultant online Business Center, must be used when offering the business plan to anyone if earnings representations are being made. 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 and must provide required compensation disclosure(s), when discussing the Compensation Plan with any person or entity.
- When reviewing the Compensation Plan with any person you must inform them that, the initial Welcome Kit Purchase is required. However, in order to qualify for participation in the Company Compensation Plan as amended, they must meet the volume qualifications.

In reviewing the AutoShip Program details, you must disclose that AutoShip is optional, generates monthly, and is automatically charged to the credit card provided and that the products selected are shipped monthly to the address listed in the Independent Consultant Profile. Until such time as the Company is properly notified to discontinue AutoShip, they will continue to be charged to the Independent Consultant's credit card.

You may not:

- Represent, either directly or by implication that all participants who enter in the business will succeed.
- Misrepresent the cost amount that an average Independent Consultant might expect to incur in carrying on the business.
- Misrepresent the amount of time an average Independent Consultant would have to devote to the business in order to achieve income or Leadership levels.
- Make income projections, income claims, or disclose your Immunotec income (including the showing of checks, copies of checks, bank statements, or tax records).

You may:

- Use the Company's published literature to explain the operation of the Compensation Plan. Do not use hypothetical income examples.
- Display a copy of the country specific Income Disclosure Statement(s) (available in the online Business Center and subject to additional instruction in the online Business Center) at all public meetings.
- You do not earn bonuses on your own personal product purchases and you acknowledge that bonuses/Commissions/ incentives are paid only on product sales. No benefits or bonuses are paid solely on sponsoring other Independent Consultants, and no earnings are guaranteed from mere participation in the Compensation Plan.
- You must operate your business in accordance with applicable laws and/or regulations.
- You are prohibited from promoting or selling to existing Independent Consultants or prospective Independent Consultants any products, services or opportunities not directly produced or specifically approved in writing by the Company.
- You shall not utilize the services of a person, whether acting as your agent or on your behalf, who has been determined by the Company to be acting in derogation of the Policies and Procedures. This includes an Independent Consultant who is suspended, on probation, or whose termination resulted from a violation of the Policies and Procedures.
- You shall not utilize the services of an Independent Consultant that has been terminated by the Company, or any Shareholder, Member, or Partner of such terminated Distributor, in conjunction with your business.

## E - Income Disclosure Statement

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"). The Immunotec IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Immunotec Independent Consultants earn. In order to accomplish this objective, 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).

A Distributor, when presenting or discussing the Immunotec opportunity or Compensation Plan to a prospective Distributor, may not make income projections, income claims, or disclose his or her Immunotec income (including the showing of checks, copies of checks, bank statements, or tax records) unless, at the time the presentation is made, the Independent Consultant provides a current copy of the Immunotec Income Disclosure Statement (IDS) to the person(s) to whom he or she is making the presentation. You can find the Income Disclosure Statement (IDS) under the "Company" tab in the Immunotec corporate website.

A copy of the IDS must be presented to a prospective Independent Consultant (someone who is not a party to a current Immunotec Independent Consultant Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim, or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of actual earnings; (2) statements of projected earnings; (3) statements of earnings ranges; (4) income testimonials; (5) lifestyle claims; and (6) 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. They also consist of references to the achievement of one's dreams, having everything one always wanted, and are phrased in terms of "opportunity" or "possibility" or "chance." Claims such as "My Immunotec income exceeded my salary after six months in the business," or "Our Immunotec business has allowed my wife to come home and be a full-time mom" also fall within the purview of "lifestyle" claims.

A hypothetical income claim exists when you attempt to explain the operation of the compensation plan through the use of a hypothetical example. Certain assumptions are made regarding some or all of the following: (1) number of personally-enrolled Customers and Independent Consultants; (2) number of downline Customers and Independent Consultants; (3) average sales/purchase volume/sales volume per Customer and Distributor; and (4) total organizational volume. Applying these assumptions through the compensation plan yields income figures which constitute hypothetical income claims.

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Independent Consultant or Independent Consultants in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting 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 foot 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 or the making of an income claim.

Copies of the IDS may be printed or downloaded without charge from the Consultant back office.

Independent Consultants who develop sales aids and tools in which the Compensation Plan or income claims are present must incorporate the IDS into each such sales aid or tool prior to submission to the Company for review via the Compliance Submission Forms.

#### **4.7 - 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 and state laws and may result in civil or criminal liability. Independent Consultants may affix a personalized sticker with your personal/contact information to each product or product container, as long as you do so without removing existing labels or covering any text, graphics, or other material on the product label.

#### **4.8 - Commercial Outlets**

Independent Consultants may not sell Immunotec products from a commercial outlet, nor may Independent Consultants display or sell Immunotec products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to eBay and Craig's List constitute Commercial Outlets, and may not be used to sell Immunotec products.

#### **4.9 - USA Military Installations**

The offer, promotion, or sale of the goods and services, or the offer and promotion of the Immunotec opportunity on a military installation is not a right – it is a privilege. Even if an Independent Consultant lives on a military installation, he or she does not have the right to offer our products or opportunity to anyone on that installation without the permission of the installation Commander. For the purposes of the U.S. Navy personnel and Navy Regulations, the definition of an “installation” also includes U.S. Navy vessels.

Any Independent Consultant who wants to offer, promote, or sell Immunotec products, or offer and promote the Immunotec opportunity (these activities will be collectively referred to as “commercial solicitation activities”) on a military installation must make an inquiry to the office of the installation Commander to determine whether the Commander has granted permission for Immunotec Independent Consultants to engage in such activities on the installation. If the Commander has not done so, the Independent Consultant must contact the country's Immunotec's General Sales Manager to ask the Company to obtain the Commander's permission. Independent Consultants are prohibited from seeking such permission from any installation Commander. If obtained, the permission to engage in commercial solicitation activities on a military installation is granted only for one particular installation.

Any Independent Consultant who intends to engage in commercial solicitation activities on a military installation must be aware of and become completely familiar with the applicable military Regulation or Instruction. There are many activities that are permissible in a civilian environment that are not permissible on a military installation. Some of these activities include, but are not limited to:

- Solicitation during enlistment or induction processing or during basic combat training, and within the first half of the one station unit training cycle.
- Solicitation of “mass,” “group,” or “captive” audiences.
- Making appointments with or soliciting military personnel during their normally scheduled duty hours.
- Soliciting without an appointment in areas used for housing or processing transient personnel or soliciting in barracks areas used as quarters.
- Use of official military identification cards or vehicle decals by active duty, retired, or reserve members of the military services to gain access to Army installations for the purpose of soliciting. (When entering the installation for the purpose of solicitation, Independent Consultants with military identification cards and/or installation vehicle decals must present documentation issued by the installation authorizing solicitations.)
- Offering rebates to promote transaction or to eliminate competition.
- Any oral or written representations which suggest or appear that the military branch sponsors or endorses the Company or its Independent Consultants, or the goods, services, and commodities offered for sale.
- The designation of any agent or the use by any agent of titles (for example, “Battalion Insurance Counselor,” “Unit Insurance Advisor,” “Servicemen's Group Life Insurance Conversion Consultant”) that in any manner states or implies any type of endorsement from the U.S. Government, the Armed Forces, or any State or Federal agency or Government entity.
- Entry into any unauthorized or restricted area.
- Distribution of literature other than to the person being interviewed.
- Contacting military personnel by calling a Government telephone, faxing to a Government fax machine, or sending e-mail to a Government computer, unless a pre-existing relation (that is, the military member is a current client or requested to be contacted) exists between the parties and the military member has not asked for the contact to be terminated.
- Soliciting door to door or without an appointment.

The foregoing items are not an all-inclusive list. There are many more prohibited activities that are addressed in the applicable military Regulation or Instruction. The violation of military Regulations or Instructions by one Independent Consultant could jeopardize the ability of all Immunotec Independent Consultants to engage in commercial solicitation activities on a particular military installation or even the entire branch of the military involved (e.g., Army, Air Force, Navy, Marines, or Coast Guard).

#### **4.10 - Trade Shows, Expositions and Other Sales Forums**

Independent Consultants may display and/or sell Immunotec products at trade shows and professional expositions. Before submitting a deposit

to the event promoter, Independent Consultants must contact the Compliance Department through the Compliance Submission Form for conditional approval, as Immunotec's policy is to authorize only one Immunotec business per event. Final approval will be granted to the first Independent Consultant who submits an official advertisement of the event, a copy of the contract signed by both the Independent Consultant and the event official, and a receipt indicating that a deposit for the booth has been paid. 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. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image Immunotec wishes to portray.

#### **A – 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) in order 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.

### **4.11 - Conflicts of Interest**

#### **A - Crossline Recruiting**

Independent Consultants are prohibited from crossline recruiting. 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. An Independent Consultant shall not demean, discredit, or defame other Immunotec Independent Consultants in an attempt to entice another customer, Independent Consultant or prospective Independent Consultant to become part of his or her 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 marketing organization, downline, or line of sponsorship other than the one in which he, she, or it originally enrolled.

#### **B - 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's Agreement, an Independent Consultant (or former Distributor) may not recruit any Immunotec Independent Consultant or Customer to another network marketing business. Independent Consultants and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the different countries, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Independent Consultants and Immunotec agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international 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 his or her business or contractual relationship with the Immunotec. The term "recruit" also includes the above activities in the event that the Independent Consultant's actions are in response to an inquiry made by another Independent Consultant or Customer.

#### **C - Independent Consultant Participation in Other Network Marketing Programs**

If an Independent Consultant is engaged in other non-Immunotec network marketing business, it is the responsibility of the Independent Consultant to ensure that his or her Immunotec business is operated entirely separate and apart from any other network marketing business. To this end, 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-sponsored.

- 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 who have attained the Diamond rank (or higher) are not permitted to promote in any way other network marketing organizations with the exception of consultant's enrolled in Colombia.

#### **D - Confidential Information**

"Confidential Information" 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, and other financial and business information. 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 and is confidential and constitutes proprietary information and business trade secrets belonging to Immunotec. Such Confidential Information is provided to Independent Consultants in strictest confidence and 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 for any purpose other than for developing, managing, or operating their Immunotec business. Where an Independent Consultant participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Independent Consultants should use the Confidential Information to assist, motivate, and train their downline Independent Consultants. The Independent Consultant and Immunotec agree that, but for this agreement of confidentiality and nondisclosure, Immunotec would not provide Confidential Information to the Distributor.

To protect the Confidential Information, Independent Consultants shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to any third party.
- Directly or indirectly disclose the password or other access code to his or her back-office.
- Use any Confidential Information to compete with Immunotec or for any purpose other than promoting his or her 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 the Confidential Information and if requested by the Immunotec promptly return all materials in their possession to the Immunotec within five (5) business days of request at their own expense.

#### **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 he or she 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 - Errors or Questions**

If an Independent Consultant has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, 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.

#### **4.14 - Governmental Approval or Endorsement**

Neither federal nor 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," "endorsed" or otherwise sanctioned by any government agency.\*

\*Does not apply to all countries

#### **4.15 - Income Taxes**

Each Independent Consultant is responsible for paying local, state, and federal taxes on any income generated as an Independent Distributor. Unfortunately, we cannot provide you with 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 with the proper country/ state/ provincial tax forms.

#### **4.16 - 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 Distributor. Independent Consultants shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Independent Consultants are responsible for paying local, state, and 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 his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Independent Consultant Agreement, these Policies and Procedures, and applicable laws.

#### **4.17 - 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 Official Country. Independent Consultant may use only promotional materials approved by the Company for use in an Official Country and sell only products approved for sale in that country.

In addition, no Independent Consultant may, in any Unauthorized Country:

- advertise the Company, the Compensation Plan or its products.
- offer Company products for sale or distribution.
- conduct sales, enrollment 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, immigration customs laws, rules and regulations of any country in which he or she conducts business. Independent Consultants accept the sole responsibility to conduct their independent businesses lawfully within each country in which he or she conducts business.

An Independent Consultant's right to receive commissions in a country may be revoked at any time if the Company determines that he or she 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.

#### **4.18 - Stockpiling and Bonus Buying**

Immunotec's Compensation Plan is based on retail 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 a 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, advancement or other forms of compensation in the Compensation Plan. Independent Consultants should order only enough products to reasonably fill the Independent Consultant's needs and/or his or her retail customer orders. Stockpiling is a manipulation of the Compensation Plan and unfairly leads 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. Independent Consultants who do not comply with this Section are subject to the disciplinary sanctions set forth in Section 9.1, up to and including termination of his/her/their Immunotec Independent Consultantship.

In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives,

prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice.

#### **4.19 - Adherence to Laws, Regulations and the Agreement**

Independent Consultants must comply with all federal, state, and local laws, regulations, ordinances, codes, and the terms of the Agreement in the conduct of their businesses. Many cities and counties 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 city or county 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, state, or local laws, regulations, ordinances, codes, or the terms of the Agreement in the operation of their Immunotec business.

#### **4.20 - 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 business. No individual may have, operate or receive compensation from more than one Immunotec business.

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. In the event that two members of the same Household elect to become Independent Consultants at the same time, one must be enrolled by the other. In the event that more than two members of the same Household elect to become Independent Consultants at the same time, they must elect one Household member to enroll the others. In the event that members of the same Household elect to become Independent Consultants at different times, the Household member who joined Immunotec first must be the Sponsor for all other Household members.

#### **4.21 - Actions of Household Members or Affiliated Parties**

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

#### **4.22 - Roll-up of Downline Organization**

When a vacancy occurs in a Downline Organization due to the termination and/or inactivation of an Immunotec business, each Independent Consultant in the first level below the terminated Independent Consultant will be moved to the first level ("front line") of the terminated Independent Consultant's sponsor on the date of compression (six months after the date of termination). For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will "roll-up" to A and become part of A's first level on the date of compression.

#### **4.23 - Sale, Transfer or Assignment of Immunotec Business**

Although an Immunotec business is a privately owned and independently operated business, the sale, transfer or assignment of an Immunotec business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates an Immunotec business, is subject to certain limitations. If an Independent Consultant wishes to sell his or her Immunotec business, or interest in a Business Entity that owns or operates an Immunotec business, the following criteria must be met:

- Immunotec will only review the transfer or sale of Diamond or above ranked accounts. If consultants of other ranks wish to transfer or sale their account, adequate reasoning for exceptions must be provided for review to the Immunotec Compliance Department.
- 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 Distributor. If the transferee is an active Immunotec Distributor, he or she must first terminate his or her Immunotec business before purchasing a different Immunotec business. Immunotec reserves the right to approve or deny such requests;
- Protection of the existing Line of sponsorship must always be maintained so that the Immunotec business continues to be operated in the same Line of sponsorship.
- Before the sale, transfer or assignment can be finalized and approved by Immunotec, 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 in order to be eligible to sell, transfer or assign an Immunotec business.
- In the event that a qualification-based incentive trip has been earned by the selling, transferring, or assigning Independent Consultant position prior to the sale, transfer, or assignment of the Independent Consultants hip, the purchaser, transferee, or assignee of the Independent Consultants hip is ineligible to earn the qualification-based incentive trip for the same qualification level .

Prior to selling an independent Immunotec business or Business Entity interest, the selling Independent Consultant must notify Immunotec's Compliance Department in writing and advise of his or her intent to sell his/her Immunotec business or Business Entity interest. The selling Independent Consultant must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of an Immunotec business. In the event that an Independent Consultant transfers, assigns, or

sells his or her Immunotec business without the express written approval of the Compliance Department, such transfer, assignment, or sale shall be voidable in the sole and absolute discretion of Immunotec.

#### **4.24 - Separation of an Immunotec Business**

Immunotec Independent Consultants sometimes operate their Immunotec businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, limited liability company, partnership, trust or other Business Entity may dissolve, 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 may, with consent of the other(s), operate the Immunotec business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Immunotec to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee.
- 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 if the parties do not agree on the format set forth above.

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 the Company before any division is made. The Company 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 husband and spouse.

The Company reserves the right to intervene in any divorce proceeding and to deposit commissions with the applicable Court of competent jurisdiction in the event of a dispute between the spouses. The downline organization of a dissolved business entity as a result of divorce or other dissolution will not be divided, nor will the Company divide commissions between members of the dissolved entity. Only one downline organization will be recognized and one commission check issued, in the name of the individual or entity who received past earnings. In the event that the parties are unable to resolve a dispute over the disposition of commissions and ownership of the business, Immunotec may cancel the Agreement.

If a former spouse has completely relinquished all rights in the original Immunotec business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six 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 a Distributor. 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 Distributor.

#### **4.25 - Sponsoring**

As an active Independent Consultant with Immunotec, you have the right to sponsor and enroll others into the business, and new applicants have the right to select their Sponsor. In cases where it is not clear who the rightful Sponsor should be, Immunotec will honor the first signed Agreement received. An Independent Consultant may not solicit individuals below the age of majority for either product sales or enrollment in Immunotec in any state, territory, province or country.

A prospect has the right to choose his or her immediate line of sponsorship. 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.) The Company does not have an obligation to settle or be a part of any disputes concerning sponsorship (or agreements in connection with sponsorship bonuses). The Sponsor/Enroller of a new Independent Consultant will be the Sponsor/Enroller indicated in the Consultant Application and Agreement signed by the prospective applicant and/or entered as the Sponsor/Enroller in the Company’s computer system with exception of misplacement.

A new Independent Consultant must enroll as associate. Upon becoming a Distributor, the Identification Number will remain the same. In order to complete Independent Consultant registration: (a) the Company must receive the executed Independent Consultant Agreement within thirty (30) days. If the executed Independent Consultant Application is not received by the Company within thirty (30) days, the Independent Consultant’s status will remain on hold; (b) if submitted via facsimile, email, or mail, a new Independent Consultant shall fax, email, call or mail the Independent Consultant Application to Immunotec’s Customer Service Department; or (c) if submitted online, a new Independent Consultant shall complete the online enrollment information and agree to Immunotec’s e-sign conditions (which e-signature shall be deemed an original signature).

When sponsoring a new Independent Consultant through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. *However, the applicant must personally review and agree to the online application and agreement, Immunotec’s Policies and Procedures, and the Immunotec Compensation Plan. The sponsor may not fill out the online Independent Consultant Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.*

#### 4.26 - Succession

In the case of death or incapacitation, unless a Probated Will, Letters of Administration, Order of Appointment of Guardian/Trustee (as appropriate) are issued by a court of competent jurisdiction within one (1) year of your death or incapacitation, your Independent Consultantship. Your Independent Consultantship will be placed on hold upon your death or incapacitation until the appropriate legal documents are received by Customer Service attesting to the appointment of an Estate Representative or Guardian/Trustee (as appropriate). These documents are required in order to protect the assets of the Independent Consultant in question.

Upon the death or incapacitation of a Distributor, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Independent Consultant should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. 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. The successor(s) must:

- Execute an Independent Consultant Agreement.
- Comply with terms and provisions of the Agreement.
- Meet all of the qualifications for the deceased Independent Consultant's status.
- If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number.
- All documentation must be sent to Compliance via the back office form in the Resource Library/ Ethics and Compliance.

##### A - Transfer Upon Death of a Distributor

To effect a testamentary transfer of an Immunotec business, the executor of the estate must provide the following to Immunotec: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to Immunotec specifying to whom the business and income should be transferred.

##### B - Transfer Upon Incapacitation of a Distributor

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; and (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 of the qualifications for the incapacitated Independent Consultant's status in order to be paid at that rank .

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

#### 4.27 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although 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 your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, 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. However, a telephone call(s) placed to a prospective customer or Independent Consultant (a "prospect") is permissible under the following situations:

- 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.

#### **4.28 - 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.

#### **4.29 - Unauthorized Communication**

In the excitement and enthusiasm of working his or her 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 or otherwise misuses personal information, disciplinary and legal action may be taken against the Distributor.

## **Section 5 – Responsibilities of Independent Consultants**

### **5.1 - Change of Address, Telephone, and E-Mail Addresses**

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that the Immunotec's files are current. Street addresses are required for shipping we cannot deliver to a post office box with exception to Canada Post. Independent Consultants planning to change their e-mail address or move must contact customer services to provide their new address and telephone numbers. In the alternative, an Independent Consultant's whose contact information changes may amend their contact information through their Independent Consultant Back Office.

From time to time, Immunotec may need to deliver important notices to its Independent Consultants. These notices will be considered to be properly delivered if they are sent to an Independent Consultants to his or her last address on file with Immunotec and delivered by postal mail, courier, fax or email.

### **5.2 - 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 Sponsor or upline Independent Consultants an income benefit or advantage, doing potential long-term damage to his or her Independent Consultantship. You are responsible for answering questions from Independent Consultants whom you have personally sponsored. Independent Consultants who have questions about any aspect of the Company should contact their upline and/or Sponsor for assistance. You are responsible for advising your upline Independent Consultants of the placement of any personally sponsored 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 sponsors another Independent Consultant into Immunotec must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Immunotec business. Independent Consultants must have ongoing contact and communication with the Independent Consultants in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Independent Consultants to Immunotec meetings, training sessions, and other functions. Upline Independent Consultants are also responsible to motivate and train new Independent Consultants in Immunotec product knowledge, effective sales techniques, the Immunotec Compensation Plan, and compliance with Company Policies and Procedures and applicable laws. Communication with and the training of downline Independent Consultants must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of Distributor-produced sales aids and promotional materials).

Independent Consultants should monitor the Independent Consultants in their Downline Organizations to guard against downline Independent Consultants making improper product or business claims, violation of the Policies and Procedures, or 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.

#### **E - Reporting Policy Violations**

Independent Consultants who are aware of a violation of these Policies and Procedures by another Independent Consultant must submit



a written report of the violation directly to the attention of 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 etc. Any incident reported without proper supporting documentation will not be reviewed.

### **5.3 - Non-disparagement**

Immunotec wants to provide its Independent Consultants with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Customer Service Department. Remember, to best serve you, we must hear from you! While Immunotec welcomes constructive input, negative comments and remarks made in the field by Independent Consultants about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Immunotec Independent Consultants. For this reason, and to set the proper example for their downline, Independent Consultants must not disparage, demean, or make negative remarks about Immunotec, other Immunotec Independent Consultants, Immunotec's products, the Marketing and Compensation plan, or Immunotec's directors, officers, or employees.

### **5.4 - Providing Documentation to Applicants**

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.

## **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. The following sales requirements must be satisfied for Independent Consultants to be eligible for commissions:

- Independent Consultants must satisfy the Personal Volume and Group Sales Volume requirements to fulfill the requirements associated with their rank as specified in the Immunotec Compensation Plan. "Personal Group Volume" includes purchases made by the Independent Consultant and purchases made by the Independent Consultant's personal Customers. "Group Volume" shall include the total Sales Volume of all Independent Consultants in his or her marketing organization but shall not include the Independent Consultant's Personal Sales Volume.

### **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 Immunotec 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 or state law. Independent Consultants must maintain all retail sales receipts for sales to their retail customers for a period of two years and furnish them to Immunotec at the Company's request. Records documenting the purchases of Independent Consultants' Direct and Preferred Customers will be maintained by Immunotec.

# 7 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:

UK 10 Pounds

IE 10 Euros

CA 15 Canadian Dollars

SP 10 Euros

USA 15 US Dollars

DR 500 Dominican Pesos

CO 100 mil COP

PE 100 Soles

GT 250 Quetzales

MX 300 Mexican Pesos

EC 25\$ 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 a Distributor, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of an Independent Consultant's business.

### A - 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.

## 7.2 - Adjustment to Bonuses and Commissions

### A- Adjustments for Returned Products and Cancelled Services

Independent Consultants receive bonuses, commissions, or overrides based on the actual sales of products and services to end consumers. When a service is cancelled or a product is returned to Immunotec for a refund or is repurchased by the Company, any of the following may occur at the Company's discretion: (1) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service will be deducted from payments to the Independent Consultant and upline Independent Consultants who received bonuses, commissions, or overrides 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; (2) the Independent Consultant or upline Independent Consultants who earned bonuses, commissions, or overrides 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; or (3) the bonuses, commissions, or overrides 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.

### B - Tax Withholdings

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

## 7.3 - Unclaimed Commissions and Credits

With regard to unclaimed commissions and credits for terminated Independent Consultants, the Company adheres to escheat laws of each state, which may include a transaction fee in favor of Immunotec. Be sure to cash your commission, bonus and credit checks in a timely manner as checks are voided after six months from the date of issue. Voided checks will be replaced for a period of up to twelve months from the date of issue. In Canada and the U.S., a fee of \$15 USD will be deducted from the balance owed.

## 7.4 - 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 and electronic check charge-backs; 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. Both Independent Consultants and Independent Consultant Customers win when they take advantage of the optional AutoShip Program. Independent Consultants and Customers benefit by having their monthly order delivered directly to their door and are freed from monthly follow-up and deliveries. With a simple purchase process and discounted pricing, the Customer AutoShip Program is the best choice.

If AutoShip order billing date falls on a weekend or holiday, orders will be shipped the next business day. AutoShip and Customer AutoShip order changes, processing date changes as well as cancellations can be made online in the Independent Consultant Business Center or Customer Center, by mail, by e-mail, by fax, and/or by calling the Customer Service Department 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 for routine ordering; 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 prepaid in full are not accepted. Orders for products and sales aids may be combined, and 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 online Business Center.

#### 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 Rescission

Immunotec offers a 100% 30-day money-back satisfaction guarantee to all Preferred and Direct Customers, retail 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 in any 12 consecutive month period, the request will constitute the Independent Consultant's voluntary termination of his/her Independent Consultant Agreement, and the refund will be processed as an inventory repurchase pursuant to Section 8.4, and the Independent Consultant's Agreement will be terminated and his or her Immunotec business will be cancelled.

### 8.3 - Rescission

#### 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 as long as 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 within which to cancel their purchase 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 then the refund will be issued to the Customer by the Immunotec.

#### C - Informing Customers

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 places 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 his or her rights to cancel the sales agreement.

### 8.4 - Return of Inventory and Sales Aids by Independent Consultants Upon Termination

Upon termination of an Independent Consultant's Agreement, the Independent Consultant may return Starter Kits, products, and sales aids that he or she 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. Upon receipt of a Resalable Starter Kit and/or Resalable products and sales aids, the Independent Consultant will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping and handling charges incurred by an Independent Consultant when the Starter Kit, products or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Independent Consultant was paid a commission, rebate, or any other form of compensation based on a product(s) that he or she purchased, and such product(s) is/are subsequently returned for a refund, the commission, rebate, or any other form of compensation that was paid based on that product purchase will be deducted from the amount of the refund.

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) they are still in Immunotec's current inventory; (5) the expiration date(s) for any returned products has not passed; and (6) they 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 state law.

#### A - Montana Residents

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

### 8.5 - Procedures for All Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

- 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 calling the Independent Consultant Services Department. This Return Authorization Number must be written on each carton returned.
- The return is accompanied by:
  - The original packing slip with the completed (and signed Consumer Return information, if applicable);
  - 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 item(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 Distributor. 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 Distributor, and must be accompanied by the sales receipt the Independent Consultant gave to the customer at the time of the sale.

**No refund or replacement of any items will be made if the conditions of these rules are not met.**

# 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 or admonition.
- Requiring the Independent Consultant to take immediate corrective measures.
- Imposition of a fine, which may be withheld from bonus and commission checks.
- Loss of rights to one or more bonus and commission checks.
- 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 Distributor).
- Transfer or removal of some or all of an Independent Consultant's downline Independent Consultants from the offending Independent Consultant's downline organization.
- Involuntary termination of the offender's Independent Consultant Agreement.
- Suspension and/or termination of the offending Independent Consultant's Immunotec website or website 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 has a grievance or complaint with another Independent Consultant regarding any practice or conduct in relationship to their respective Immunotec businesses, the grieved Independent Consultant should first report the problem to his or her Enroller who should review the matter and try to resolve it with the other party's upline 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 and find a resolution.

### A - Procedure

Once the grievance or complaint is received by the Company, 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. The Warning will include an agreement that the Consultant must sign and return the Company within a specified time frame for follow up.
- If the Compliance Officer determines that the allegations are credible, he or she may elect to investigate the allegations. Once the investigation is completed, a response will be forwarded to the Independent Consultant who allegedly violated the Policies and Procedures set forth in the Complaint (the "Respondent"). A notification will be sent to the respondent regarding the allegations contained in the Complaint. The notification allows the Respondent the opportunity to provide details regarding the allegations, and to clarify the facts. 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.

The Compliance Officer shall acknowledge receipt of the Complaint will via email within 72 hours of its receipt. The duration of investigations (in any), final decisions and final responses from the Company will vary depending the circumstances of each case. The resolutions provided by the Immunotec (if any) to an Independent Consultant will not establish any precedent and Immunotec is not obligated to respond in a similar way to purportedly similar cases.

### B - Appeal

Following the issuance of a sanction (other than a suspension pending an investigation), the disciplined Independent Consultant may appeal the sanction to the Company. 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) will be final. The Independent Consultant must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company's initial determination was erroneous. If the Independent Consultant files a timely appeal of the sanction, the Company will review and reconsider the Cancellation, consider any other appropriate action and notify the Independent Consultant in writing of its decision. The filing an appeal does not guarantee that the final resolution will be change.

### 9.3 - Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Houston, Texas, and shall last no more than two business days.

### 9.4 - Arbitration

If mediation is unsuccessful, **any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The Parties waive all rights to trial by jury or to any court.** The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures. *The Commercial Arbitration Rules and Mediation Procedures* of the AAA are available on the AAA's website at [www.adr.org](http://www.adr.org). The Streamlined Arbitration Rules & Procedures are available on the JAMS website at [www.jamsadr.com](http://www.jamsadr.com). Copies of AAA's Commercial Arbitration Rules and Mediation Procedures or JAM's Streamlined Arbitration Rules & Procedures will also be emailed to Independent Consultants upon request to Immunotec's Legal Department.

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases.
- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days.
- The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

All arbitration proceedings shall be held in Houston, Texas. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The arbitration shall occur within 180 days from the date on which the arbitration is filed, and shall last no more than five business days. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- The substance of, or basis for, the controversy, dispute, or claim.
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration.
- The terms or amount of any arbitration award.
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect its intellectual property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

### 9.5 - Governing Law, Jurisdiction, and Venue

Notwithstanding the foregoing, and the arbitration provision in Section 9.5, residents of the State of Louisiana shall be entitled to bring an action against Immunotec in their home forum and pursuant to Louisiana law.

# 10 Section 10 – Payments

## 10.1 - Returned Checks and Insufficient Credit

All checks returned by an Independent Consultant's bank for insufficient funds will be re-submitted for payment. A \$25.00 USD returned check fee will be charged to the account of the Distributor. After receiving a returned check from a customer or a Distributor, all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to Immunotec by an Independent Consultant for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks. Immunotec is not obliged to contact you regarding orders that are canceled due to insufficient funds or credit. Independent Consultants must be sure that there are sufficient funds or credit available to cover any orders they place.

## 10.2 - Restrictions on Third Party Use of Credit Cards and Bank Account Access

An Independent Consultant shall not permit other Independent Consultants or Customers to use his or her credit card, or permit debits to his or her checking or savings account, to enroll in or to make purchases from the Company. An Independent Consultant shall not use the credit card or debit card of a third party, or make debits to the checking or savings account of a third party, to enroll in or to make purchases from the Company.

## 10.3 - Sales Taxes

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. Accordingly, 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. 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). 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.

# 11 Section 11 – Inactivity, Reclassification, and Termination

## 11.1 - Effect of Termination

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. A 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 non-renewal of his or her Independent Consultant Agreement, termination for inactivity, or voluntary or involuntary termination of his or her Independent Consultant Agreement (all of these methods are collectively referred to as "termination"), the former Independent Consultant shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. **An Independent Consultant whose business is cancelled will lose all rights as a Distributor. 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 his or her former downline organization.**

Following an Independent Consultant's termination of his or her Independent Consultant 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 he or she was active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination).

## 11.2 - Termination Due to Inactivity

If an Independent Consultant does not pay their renewals fee thus becomes inactive, his or her 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.

## 11.3 - Involuntary Termination

A 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 any of the sanctions listed in Section 9.1, including the involuntary termination of his or her Independent Consultant Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Independent Consultant's last known address, email address, or fax number, 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 in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

#### **A - 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.

The terminated Consultant must submit a request to Compliance@immunotec.com for consideration to reinstate. 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.

#### **11.4 - Voluntary Termination**

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Termination must be submitted by email or by contacting Customer Services.

#### **11.5 - Non-renewal**

An Independent Consultant may also voluntarily cancel his or her Independent Consultant Agreement by failing to renew the Agreement on its anniversary date or by 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.

#### **11.6 - Exceptions to Activity Requirements**

##### **A - United States Military Deployment**

Military personnel shall be exempt from meeting their Personal Volume and Group Volume requirements for the duration of the deployment and three (3) full calendar months thereafter while deployed into a foreign country. The Independent Consultant should notify the Independent Consultant Services Department to request a Deployment Waiver Form.

## **12 Section 12 – Definitions**

**Active Customer** — A Preferred or Direct Customer who purchases Immunotec products or services during a particular month.

**Active Independent Consultant** — An Independent Consultant who has received a commission during the preceding six months and pays annually the renewal fee.

**Active Rank** — The term “active rank” refers to the current rank of a Distributor, 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 his or her 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 Distributor. (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 Distributor.

**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 Distributor, 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 Volume** — The commissionable value of services and products purchased by: (1) a Distributor; (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 participant in the Immunotec compensation plan nor a Preferred/Direct/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 who enrolls a Customer or another Independent Consultant into the Company, and is listed as the Sponsor on the Independent Consultant Application and Agreement. The act of enrolling others and training them to become Independent Consultants is called “sponsoring.”

**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 particular 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.