



**OQATA WELLNESS SOLUTIONS**  
Naturally Inspired, Scientifically Proven.

# **COMPANY IBO POLICIES AND PROCEDURES**

**2024**

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## SECTION 1 INTRODUCTION

### 1.1 DEFINITION OF TERMS

In all contractual agreements signed with OQATA WELLNESS SOLUTIONS and published literature, unless the context otherwise requires, the following words and phrases shall have the following meanings:

- a. **Applicant** – A person who is interested in becoming an OQATA WELLNESS SOLUTIONS Independent Business Owner (IBO).
- b. **Application Form (AF)** – A form signed by an applicant who wishes to become an IBO of OQATA WELLNESS SOLUTIONS. Signing the form, whether physically or online, constitutes agreement to the Company's policies and procedures.
- c. **Binary Points (BPs)** – These are points used to calculate pairing bonus. Each binary point is equal to 100 Binary Volumes (BV).
- d. **Binary Volume (BV)** – This is the volume associated with each business kit. It is used to calculate commissions earned when each business kit is purchased or sold.
- e. **Business Kit** – This is a package purchased by applicants who wish to become IBOs and to participate in the company's distribution program. It contains sample products and marketing materials, which may include presentation guides, product brochures, price lists, NDO (New Distributor Orientation) booklets, etc. The business kit and its price also include access to the company's online and offline training, access to the Distributor Tracking Centre, and a special Discounted Price (Distributor Price) only exclusive to IBOs. The contents of the business kit may vary depending on available supply.
- f. **Business Opportunity Presentation (BOP)** – A presentation discussing the different business kits offered, their benefits, the products, and the company compensation plan for applicants and prospects who wish to become IBOs.
- g. **Commercial Website** – [www.oqatawellness.com](http://www.oqatawellness.com), the official website of OQATA WELLNESS SOLUTIONS Limited.
- h. **Commissionable Volume (CVs)** – This is the volume associated with each product and is used to calculate commissions earned when each re- order is bought or sold
- i. **Company** – Refers to OQATA WELLNESS SOLUTIONS for the purposes of this Policy.
- j. **Compensation plan** – The structured framework established by the company that outlines the financial incentives, commissions, bonuses, and other rewards offered to distributors based on their sales performance and the performance of their downline team.
- k. **Cross-lining** – The act of an IBO transferring from one sponsor or upline to another.
- l. **Customer** – One who purchases a single or multiple products from IBOs but not a full business kit.
- m. **Direct Downline** – A distributor introduced directly by a sponsor and becomes an Independent Business Owner (IBO) with the Company.
- n. **Distributor** – An independent distributor of the Company, whether an individual or a juridical entity, admitted through the procedures set forth in these policies. Distributors may also be classified as Independent Business Owners (IBOs). For purposes of this agreement, distributor, or independent business owner or IBO mean the same thing
- o. **Distributor Price (DP)** – The price of products set exclusively for registered IBOs of OQATA WELLNESS SOLUTIONS.
- p. **Distributorship** – The authorization granted by OQATA WELLNESS SOLUTIONS to a distributor to become an Independent Business Owner (IBO).
- q. **Downline** – Means a single distributor or a network of distributors introduced directly by a distributor to the company's distributorship program.
- r. **IBO Identification Number (ID Number)** – A unique number assigned by the Company to each Distributor upon acceptance into the Distributorship Program.

- s. **Distributor Tracking Center (DTC)** – Commonly referred to as “DTC,” this is the platform where an IBO can view and manage their distributorship. It includes personal information, genealogy, income, and cash-out details. The DTC is accessed via the “IBO’s Login” link on the commercial website.
- t. **Genealogy** – Refers to the structured record or hierarchy of an Independent Business Owner's (IBO’s) network, showing their direct downlines and the subsequent levels of distributors in their downline.
- u. **Network** – Means the same thing as genealogy and the word “team” may be used to mean network genealogy.
- v. **Policies and Procedures** – The set of rules, guidelines, and processes established the company to guide the behavior, decision making, operations of IBOs as outlined in this document.
- w. **Product or Products** – Goods and services provided by the Company through its Distributors.
- x. **Product re-order** – Products bought directly from the company by IBOs but which don’t come with the business kit
- y. **Prospect** – A potential customer or a potential applicant who has not yet purchased a product(s) or business kit to become a customer or IBO, respectively
- z. **Rank** – A Rank represents an IBO’s level of achievement based on performance as per the compensation plan.
- aa. **Sponsor** – A **Sponsor** is an existing IBO who introduces a new applicant to the company's distributorship program. Upon the company's acceptance of the applicant's registration, the existing IBO becomes the Sponsor.
- bb. **Suggested Retail Price (SRP)** – The selling price set for customers.
- cc. **Training Center** – A venue where the Training Center Operator (TCO) conducts business presentations, training sessions for their network.
- dd. **Training Center Operator (TCO)** – The only official and authorized IBO allowed to operate a Training Center outside the recognized office of OQATA WELLNESS SOLUTIONS.

## SECTION 2 APPLICATION AS AN IBO

### 2.1 WHO MAY BE AN IBO

Any individual at least eighteen (18) years old, or any corporation, partnership, or legal entity, may apply to become an IBO. Applicants must meet the legal requirements for entering into contracts under the governing laws of their jurisdiction and comply with all business regulations applicable in their state.

### 2.2 HOW TO BECOME AN IBO

- a. **Purchase a Business Kit:** Applicants must purchase a business kit of their choice. Upon verification of all payments, the applicant is given their business kit and a special one-time use code to complete their registration through the company website. The company does not directly sell business kits or any product for that matter directly to applicants. All sales are done through already existing IBOs who is paid a commission as per the company compensation plan. The applicant must only purchase the business kit after fully attending the business opportunity presentation (BOP) through their sponsor. Purchasing the business kit serves as a reaffirmation that the applicant has a business understanding with their sponsor and has fully understood the company compensation plan and its terms and conditions. The company is not directly involved and has nothing to do with the transactional relationship between the IBO and the sponsor but expects all sponsors to promote its business and products as per the company terms and conditions stated in this policies and procedures document.
- b. **Complete the Application Form:** Registration is done online through the company website. With the assistance of the sponsor, the applicant must complete the online Application Form (AF), carefully read and agree to all the terms and conditions, and submit the AF through the

company website. A confirmation message that includes the IBO Identification Number (ID Number) is sent to the email of the applicant upon acceptance into the Distributorship Program by the company.

- c. **Review Terms and Conditions:** Applicants must carefully read and agree to the Terms and Conditions before submitting the Application Form on the OQATA WELLNESS SOLUTIONS website.
- d. **Acceptance of Terms:** Submission of the completed Application Form and successful online registration signifies acceptance of the company's policies and procedures, forming a binding contract with OQATA WELLNESS SOLUTIONS.
- e. **Reaffirmation through Orders:** Placing product orders with OQATA WELLNESS SOLUTIONS serves as a reaffirmation of the IBO's commitment to abide by company policies and procedures.

## **2.3 PARTNERSHIPS, CORPORATIONS, AND OTHER LEGAL ENTITIES**

Registered legal entities, such as partnerships or corporations, may apply for distributorships, subject to approval by OQATA WELLNESS SOLUTIONS on a case-by-case basis. The following documents may be required:

- a. A letter of appointment for its legal representative to the company
- b. Company resolution
- c. Registration certificate
- d. Tax Identification Number (TIN)
- e. Trading license
- f. Company bank account details
- g. And any other requirements the company may deem fit

## **2.4 ACCURACY IN REGISTRATION DETAILS**

Applicants are responsible for ensuring the accuracy of their registration details. Providing false or inaccurate information may result in disciplinary action, including termination of the distributorship.

# **SECTION 3 THE SPONSOR**

## **3.1 RESPONSIBILITIES OF THE SPONSOR**

Sponsors play a critical role in the growth and success of OQATA WELLNESS SOLUTIONS by guiding and supporting their direct downline. Sponsors must conduct themselves ethically and transparently in promoting the business, adhering to the company's policies and procedures. Their responsibilities include:

- a. **Ethical Promotion of the Business:**
  - i. Sponsors are required to represent the company and its business opportunity honestly and accurately.
  - ii. They must avoid misrepresenting the compensation plan, company products, or any aspect of the business opportunity when recruiting applicants or interacting with potential IBOs.
  - iii. All marketing and promotional activities must comply strictly with the company's policies and procedures.
- b. **Training:**

Sponsors must ensure their downline participates in all mandatory training programs and seminars organized by the company to understand the business, products, and company policies and procedures.

**c. Communication:**

Sponsors should respond promptly to their downline's inquiries, providing guidance and advising them on proper strategies to achieve success within the company.

**d. Updates:**

Sponsors are responsible for keeping their downline informed about new company policies and procedures, developments, products, and updates that could affect their business operations.

**e. Compliance in attracting new IBOs:**

Sponsors must attract and recruit new IBOs using the company-approved methods and materials, ensuring full compliance with OQATA WELLNESS SOLUTIONS' policies and procedures.

**f. Support:**

Sponsors must offer any additional assistance necessary to help their downline succeed while maintaining the integrity of the company and its policies and procedures.

Failure to meet these responsibilities or engaging in unethical practices may result in penalties as outlined in the company's policies and procedures. Sponsors are expected to set an example of professionalism, integrity, and compliance for their downline.

### **3.2 EXCLUSIVE TERRITORIES**

Independent Business Owners (IBOs) are permitted to extend their sponsoring activities to any country where OQATA WELLNESS SOLUTIONS operates. Sponsoring activities in other territories may be allowed upon approval by the company.

## **SECTION 4 THE INDEPENDENT BUSINESS OWNER (IBO)**

### **4.1 ENTITLEMENTS OF AN IBO**

**a. Direct Selling**

IBOs are authorized to engage in the direct selling of OQATA WELLNESS SOLUTIONS products and business kits. Through their sales activities, IBOs earn commissions and privileges as outlined in the company's compensation plan. The company exclusively sells its products and business kits through IBOs, ensuring that all commissions generated from sales benefit the IBO network as per the company compensation plan.

**b. Exclusive Discounted Products**

IBOs are entitled to purchase products at a special discounted distributor price (DP) exclusive to them. This allows IBOs to earn a profit margin when selling products at the Suggested Retail Price (SRP) to customers.

**c. Access to the Company Platform (DTC)**

All registered IBOs gain access to the company's DTC platform. This platform provides essential tools for business management, including tracking sales, commissions, network growth, and other critical data to support their operations.

**d. Participation in Training and Events**



IBOs are entitled to participate in company-organized training sessions, seminars, and special events designed to enhance their skills and knowledge of the business. While some of these training sessions and events may be free (as part of the price the business kit is purchased), others may require a registration fee. These events also provide networking opportunities and motivational sessions to empower IBOs.

**e. Exclusive Distributor Privileges**

IBOs also enjoy numerous privileges, including:

- i. The ability to build and grow a network of downlines to increase potential commissions through team-building and leadership activities.
- ii. Recognition programs and incentives, such as bonuses, trips, and awards, tied to performance and milestones achieved within the compensation plan.
- iii. Opportunities for leadership development and mentorship programs offered by the company.

**f. Non-Transferable Rights**

The IBO Identification Number (IBO ID) assigned to each distributor and all associated rights are personal and non-transferable. This means that an IBO cannot sell, assign, or delegate their position or rights to another individual or entity without explicit approval from the company. This ensures the integrity of the IBO network and safeguards the interests of all stakeholders.

## **4.2 ONE INDIVIDUAL DISTRIBUTORSHIP**

Each distributorship may only be held by one individual or one legal entity.

## **4.3 HUSBAND AND WIFE DISTRIBUTORSHIP**

### **4.3.1 Separate Distributorships**

A husband and wife may operate as individual IBOs under either the same team or different teams. However, they are not permitted to share a single distributorship.

### **4.3.2 Marriage, Divorce, or Legal Separation Among IBOs**

**a. Marriage**

If two IBOs from different sponsorship lines (as per the Genealogy in the company's records) marry, they will retain their separate distributorships without transferring or altering their positions in the Genealogy.

**b. Divorce/Legal Separation**

In cases of divorce or legal separation, commissions, bonuses, and benefits will continue to be distributed as before until the company receives:

- i. A notarized, written notice signed by both parties, or
- ii. A valid court order specifying how future payments should be allocated.

## **4.4 RELATIONSHIP BETWEEN COMPANY AND IBO**

**a. Independent Contractor Status**

An IBO is considered an independent contractor of the company. As such, they are not employees, partners, agents, franchisees, or representatives of OQATA WELLNESS SOLUTIONS. They own their independent business dealing in OQATA Wellness Solution's products for a commission.

**b. No Employer-Employee Relationship:**

- i. The IBO shall not, under any circumstances, be entitled to rights, benefits, or entitlements typically provided to employees of OQATA WELLNESS SOLUTIONS under applicable labor laws.
  - ii. The company is not responsible for providing any statutory or contractual benefits such as salary, health insurance, retirement plans, paid leave, or any other benefits unless such benefits are provided for in the compensation plan.
- c. Liability for Third-Party Arrangements:**
  - i. The company shall not be held liable for any claims, disputes, or damages arising from the actions of individuals or entities contracted by the IBO in any capacity, such as employees, franchisees, partners, agents, or independent contractors.
  - ii. Any legal claims against the IBO by such parties shall be the sole responsibility of the IBO, without recourse to OQATA WELLNESS SOLUTIONS.
- d. Costs and Expenses:**
  - i. Any expenses incurred by the IBO in the course of growing or managing their distributorship (such as marketing, travel, or administrative costs) shall be borne solely by the IBO. These costs are not reimbursable by the company.
  - ii. OQATA WELLNESS SOLUTIONS is not obliged provide financial assistance, allowances, or subsidies for IBO operations or business development activities.
- e. Representation and Authority:**
  - i. An IBO does not possess the authority to bind OQATA WELLNESS SOLUTIONS to any obligation or agreement.
  - ii. The IBO must not misrepresent their status, authority, or relationship with the company in dealings with third parties.

#### **4.5 PROXY DISTRIBUTORSHIPS**

The company does not permit a distributor to create or run a distributorship on behalf of someone else (a proxy) or through indirect means, whether they do it knowingly or by accident.

If a distributor sets up or operates such a distributorship in violation of this rule, the company will intervene and make adjustments to ensure everything complies with the company's policies and procedures. Essentially, each distributorship must be operated directly by the person who is officially responsible for it and cannot be controlled or managed by someone else in their place.

#### **4.6 MULTIPLE DISTRIBUTORSHIPS**

IBOs are allowed only one distributorship under their name. Registering oneself more than once is strongly prohibited and a punishable offence. Upon achieving the rank of Sapphire Global Leader, they may be eligible for an additional slot, but under the same distributorship and subject to company approval.

#### **4.7 RE-SELLING OF DISTRIBUTORSHIPS**

The sale or transfer of distributorships to any individual—whether within the same team, cross-line, upline, downline, or outside the network—is strictly prohibited.

#### **4.8 PROHIBITION ON BONUS BUYING**

The following actions constitute "bonus buying" and are strictly forbidden and the company may withhold bonuses or commissions from those involved.

- a. Registering individuals without their knowledge or without their completion of an Application Form.
- b. Fraudulently registering an individual as an IBO without purchasing a business kit.
- c. Registering non-existent individuals as IBOs to gain bonuses, commissions, or incentives.

- d. Making strategic purchases solely to maximize bonuses or commissions without a bona fide need for the products.

#### **4.9 PROHIBITION ON FRONT LOADING**

"Front loading" refers to purchasing products in quantities that exceed immediate sales needs. This practice is prohibited and may result in the termination of the IBO's distributorship. Additionally, the company may withhold bonuses or commissions from those involved.

#### **4.10 INACTIVE DISTRIBUTORSHIPS**

A distributorship is considered inactive if the IBO has not sponsored anyone, placed a personal product order, or withdrawn any commission for 12 consecutive months. Inactive distributors will be deactivated automatically and may only be reactivated upon written request and approval by the company. Additional changes may apply to have distributorship activated.

#### **4.11 SUCCESSION OF DISTRIBUTORSHIP**

Upon the death of an IBO, their distributorship may be transferred to an administrator of their estate upon submission of:

- a. Written consent from family members
- b. Death certificate
- c. Letters of administration or probate

#### **4.12 CHANGE OF SPONSORSHIP**

##### **4.12.1 Prohibition on Sponsorship Changes**

IBOs cannot change sponsors. Unauthorized transfers are considered cross-lining and are strictly prohibited. Only the first valid registration is recognized.

##### **4.12.2 Solicitation Prohibition**

Soliciting IBOs to transfer teams through offers such as free slots, marketing support, or financial incentives is prohibited.

##### **4.12.3 Transfer Conditions**

An IBO wishing to change sponsors must meet the following conditions:

- a. Be inactive for at least 12 months,
- b. Submit a resignation letter with the intent to transfer sponsorship,
- c. Obtain approval from the company.

Upon transfer, any downline members of the transferring IBO will roll up to the original sponsor.

#### **4.13 INDEMNITY**

##### **4.13.1 Agreement to Indemnify**

By agreeing to terms and conditions of the IBO agreement, you agree to indemnify and hold harmless OQATA WELLNESS SOLUTIONS, including its officers, directors, agents, and employees, from any claims, damages, losses, liabilities, or expenses that may arise from your business operations. This includes, but is not limited to:

- a. Legal claims or disputes resulting from your independent business activities.

- b. Misconduct or negligence in handling your distributorship.
- c. Actions or representations made to customers, prospects, or other third parties that result in disputes or financial losses.

#### **4.13.2 Scope of Indemnity**

- a. This indemnity includes covering legal fees, court costs, settlements, or judgments that OQATA WELLNESS SOLUTIONS may face as a result of your actions.
- b. The indemnity applies regardless of whether the claim is based on law, contract, or any other grounds.

#### **4.13.3 Responsibility for Third-Party Contracts**

If you engage third parties such as employees, agents, or contractors to assist with your distributorship, you bear full responsibility for their actions. OQATA WELLNESS SOLUTIONS is not liable for any disputes, claims, or obligations arising from such third-party arrangements.

#### **4.13.4 Purpose of Indemnity**

This agreement ensures that OQATA WELLNESS SOLUTIONS is shielded from legal or financial risks that stem from the independent business activities of its IBOs. You, as an IBO, are fully responsible for your own business operations and any resulting consequences.

### **4.14 CONFIDENTIALITY**

#### **4.14.1 Authorization to Use Personal Information of the IBO**

By agreeing to become an IBO, you authorize OQATA WELLNESS SOLUTIONS to use your personal information for legitimate business purposes under the following conditions:

- a. **Disclosure of Information**  
OQATA WELLNESS SOLUTIONS is authorized to transfer and disclose your personal and/or confidential information, including:
  - i. Information provided to the company during your distributorship registration and team-building activities.
  - ii. Information developed as a result of your activities as an IBO.
- b. **Permissible Recipients of Information**  
The company may disclose your personal and confidential information to:
  - i. **Parent and Affiliated Companies:** For purposes of operations, recognition, and business management, wherever these entities are located.
  - ii. **Government Agencies or Regulatory Bodies:** When disclosure is required by law, including for tax reporting or legal compliance.
  - iii. **Your Upline or Sponsor:** For purposes of business operations, mentoring, and team support. However, you retain the option to block specific types of personal information from being shared with your upline or sponsor upon written request.
- c. **Use of Personal Information for Business Recognition:**
  - i. Your personal information, such as your name, photo, or testimonials, may be used for promotional purposes, including recognition in company materials or events.

- ii. If you do not wish for your information to be used in this way, you may submit a written request to opt out.

**d. Prohibited Uses:**

The company will not disclose your personal or confidential information to unauthorized parties or use it for purposes unrelated to business operations without your explicit consent.

**4.14.2 Non-Disclosure of Confidential Information from the Company**

As part of your distributorship, OQATA WELLNESS SOLUTIONS provides you with proprietary information necessary to conduct and grow your business. Access to this information is conditioned upon your agreement to maintain strict confidentiality.

**a. Definition of Confidential Information:**

Confidential information includes, but is not limited to:

- i. Sales figures, marketing plans, business strategies, and other operational data.
- ii. Information about your team structure, downline genealogy, or contact details of other IBOs.
- iii. Company-provided training materials, product formulations, trade secrets, or other proprietary resources.

**b. Restrictions on Disclosure:**

- i. You must not disclose any confidential information to third parties, either directly or indirectly, without prior written authorization from OQATA WELLNESS SOLUTIONS.
- ii. Sharing company passwords, access codes, or other secured digital tools with unauthorized persons is strictly prohibited.

**c. Duration of Confidentiality Obligations:**

- i. Your obligation to maintain confidentiality begins upon receipt of any proprietary information and continues throughout the term of your distributorship.
- ii. These obligations remain in effect for a period of one (1) year after the termination of your distributorship, regardless of the reason for termination.

**d. Permissible Uses:**

- i. You may use confidential information solely for the purpose of conducting your distributorship, such as selling products, training team members, and supporting business growth.
- ii. Unauthorized use of this information for personal gain, external ventures, or competing business activities is strictly forbidden.

**e. Consequences of Breach:**

- i. Any violation of this confidentiality agreement may result in disciplinary action, including suspension or termination of your distributorship.
- ii. The company reserves the right to pursue legal remedies to recover damages or prevent further misuse of its proprietary information.

## **4.15 TERMINATION OF DISTRIBUTORSHIP**

The distributorship of an IBO with OQATA WELLNESS SOLUTIONS is established for life unless terminated either voluntarily or involuntarily.

### **4.15.1 Voluntary Termination**

#### **a. Definition**

Voluntary termination occurs when an IBO decides to end their distributorship willingly by submitting a resignation to OQATA WELLNESS SOLUTIONS.

#### **b. Process for Voluntary Termination**

- i. The IBO must submit a written notice of resignation to the company's Head Office.
- ii. The resignation notice must clearly state the IBO's intent to terminate their distributorship and include their full name, IBO ID, and contact details.
- iii. Upon acceptance of the resignation, the distributorship will be deactivated.

#### **c. Post-Termination Conditions**

- i. An IBO who has voluntarily terminated their distributorship is prohibited from registering under a new network or team for a period of twelve (12) months from the date of termination.
- ii. Any existing downline members of the resigned IBO will automatically roll up to their sponsor or upline, as per company policy.

### **4.15.2 Involuntary Termination**

#### **a. Definition**

Involuntary termination occurs when OQATA WELLNESS SOLUTIONS terminates an IBO's distributorship due to violations of company policies, unethical practices, or other justifiable reasons.

#### **b. Grounds for Involuntary Termination**

- i. Breach of the terms and conditions outlined in the company's policies and procedures.
- ii. Legal or ethical misconduct that damages the reputation or operations of OQATA WELLNESS SOLUTIONS.
- iii. Failure to comply with disciplinary measures or corrective actions imposed by the company.

#### **c. Notice of Termination**

- i. The IBO will receive written notice from OQATA WELLNESS SOLUTIONS informing them of the termination and the reasons for the decision.
- ii. The notice will outline the effective date of the termination and any next steps, if applicable.

#### **d. Effects of Involuntary Termination**

- i. The IBO will immediately lose all rights, privileges, and benefits associated with their distributorship, including access to paid, un paid or future bonus bonuses, points, commissions, and marketing tools.
- ii. Any team structure or downlines associated with the terminated IBO will roll up to their immediate sponsor.

- iii. The terminated IBO is prohibited from reapplying for a distributorship or associating with any network under OQATA WELLNESS SOLUTIONS for a period of twelve (12) months unless otherwise stated by the company.

**e. Appeals Process**

- i. If an IBO believes their distributorship was terminated in error or wishes to challenge the decision, they may submit a formal written appeal to the company within thirty (30) days of receiving the termination notice.
- ii. The appeal must include all relevant documentation and a detailed explanation of why the IBO believes the termination was unjustified.
- iii. OQATA WELLNESS SOLUTIONS will review the appeal and provide a final decision within a reasonable timeframe.

**4.15.3 General Provisions for Termination**

**a. Discontinuation of Business Activities**

Upon termination, the IBO must cease all activities related to OQATA WELLNESS SOLUTIONS, including representing themselves as an IBO, selling products, or recruiting team members.

**b. Return of Company Property**

Any proprietary materials, marketing tools, or confidential information provided by OQATA WELLNESS SOLUTIONS must be returned or destroyed upon termination.

**c. Permanent Deactivation**

- i. If a terminated IBO does not resolve outstanding issues or comply with company requirements within two (2) months of termination, their distributorship will be permanently deactivated.
- ii. No reinstatement or reapplication will be allowed once a distributorship is permanently deactivated.

**4.16 DUE OBSERVANCE OF COMPANY POLICIES**

To maintain the integrity and professionalism of OQATA WELLNESS SOLUTIONS' business, all Independent Business Owners (IBOs) are required to strictly adhere to the company's policies, regulations, Code of Conduct, and Ethical Standards. Non-compliance may lead to disciplinary actions, which can include deactivation, suspension, or termination of the distributorship, or legal action, or disciplinary action as outlined below.

**4.16.1 Obligation to Observe Company Policies**

**a. Commitment to Compliance**

- i. IBOs must familiarize themselves with and adhere to the company's policies and procedures as outlined in the Application Form, training materials, and official communications.
- ii. IBOs must maintain the highest standards of professionalism, ethics, and integrity while conducting their business.

**b. Prohibited Conduct**

- i. Violations of company policies include, but are not limited to:

- ii. Engaging in prohibited activities such as cross-lining, bonus buying, or unauthorized transfers.
- iii. Misrepresentation of the company's products, services, or compensation plan.
- iv. Unethical practices, such as coercion, harassment, or misleading recruitment methods.
- v. Dissemination of false or defamatory information about the company or other IBOs.

**c. Responsibility to Stay Updated**

- i. IBOs are responsible for keeping themselves informed about any updates or amendments to company policies.
- ii. Notifications of policy changes will be communicated through official channels, and compliance is expected immediately upon implementation.

#### **4.16.2 Disciplinary Actions for Violations**

**Types of Disciplinary Actions:**

Depending on the severity and nature of the violation, the following actions may be taken:

- a. Warning:** A formal written or verbal warning for minor violations, accompanied by guidance on corrective measures.
- b. Deactivation:** Temporary suspension of the IBO's distributorship while investigations or corrective actions are underway.
- c. Termination:** Permanent revocation of the IBO's distributorship for serious or repeated violations.

#### **4.16.3 Appeal Process**

**a. Filing an Appeal**

- i. An IBO who disagrees with the disciplinary action taken against them may submit a formal written appeal to the company within thirty (30) days of receiving notice.
- ii. The appeal must include relevant documentation and a detailed explanation of the IBO's position.

**b. Review and Decision**

- i. The company's management team will review the appeal and may request additional information or a personal meeting with the IBO.
- ii. A final decision will be communicated to the IBO within a reasonable timeframe.

## **SECTION 5 CODE OF CONDUCT AND ETHICAL STANDARDS**

The company emphasizes integrity, professionalism, and respect in all activities conducted by IBOs. All IBOs are required to adhere strictly to the following codes:

### **5.1 CODE NO. 1: LOYALTY TO THE COMPANY**

- a. IBOs must demonstrate unwavering loyalty to OQATA WELLNESS SOLUTIONS and its policies. IBOs are strictly prohibited from participating in or affiliating with any Multi-Level Marketing (MLM) companies that directly compete with OQATA WELLNESS SOLUTIONS while actively engaged with the company.
- b. IBOs must not associate, recruit, or conspire with individuals or entities engaged in competing MLM companies, either locally or internationally.



- c. IBOs are also prohibited from promoting, selling, or marketing products, services, or compensation plans from competitors.
- d. Any confirmed violation of these loyalty obligations will result in disciplinary actions as determined by the company.
- e. Engaging with a competing MLM company will lead to penalties, with the second offense penalty being automatically applied upon confirmation.

## **5.2 CODE NO. 2: PROTECTION OF THE COMPANY'S REPUTATION**

- a. From the date an individual or legal entity becomes a Distributor and for one (1) year after termination for any reason, IBOs shall not engage in making or encouraging statements, whether written or verbal, that may discredit the company, its branches, officers, agents, or representatives.
- b. IBOs represent and warrant that they have not engaged in any prohibited actions prior to their association with OQATA WELLNESS SOLUTIONS.
- c. They agree to maintain compliance with these obligations during and after their tenure with the company, as stipulated.

## **5.3 CODE NO. 3: HONESTY IN ALL DEALINGS**

IBOs must act professionally and truthfully in all transactions, refraining from:

- a. Making false statements, including misrepresentation, exaggeration, or disinformation.
- b. Circumventing the company's marketing plans or programs.
- c. Promoting counterfeit or spurious products.

## **5.4 CODE NO. 4: HONESTY AMONG FELLOW IBOS**

Honesty and integrity are essential principles for all interactions among IBOs within OQATA WELLNESS SOLUTIONS. All IBOs are required to conduct themselves with transparency, fairness, and ethical behavior in their dealings with fellow IBOs and prospects. The following actions are strictly prohibited under this code:

### **5.4.1 Acts of Forgery and Misrepresentation**

IBOs must not:

- a. Forge or imitate any signature, handwriting, or document to create a false impression of authenticity.
- b. Cause it to appear that an IBO has participated in an act or activity when they did not.

### **5.4.2 False Attribution of Actions or Statements**

IBOs must not:

- a. Falsely claim or imply that another IBO has made statements or participated in acts they did not undertake.
- b. Insert false statements into any record, affidavit, or official documentation to mislead or deceive others.

### **5.4.3 Manipulation of Official Documents**

IBOs are prohibited from:

- a. Changing or falsifying dates on official records to distort the truth.
- b. Modifying genuine documents in a way that alters their intended meaning.

- c. Issuing copies of documents purporting to be official when no such original document exists.

#### **5.4.4 Exploitation of Vulnerabilities**

IBOs must not take advantage of another person's disabilities or weaknesses, such as:

- a. Illness or infirmity
- b. Advanced age or lack of education
- c. Unfamiliarity with the language or the product

Such exploitation, whether through coercion, deception, or undue pressure, is strictly prohibited and undermines the integrity of the business.

#### **5.4.5 Fraudulent Deeds and Circumventions**

IBOs are enjoined to:

- a. Act with complete honesty and refrain from circumventions or misrepresentations that could harm other IBOs, prospects, or the company.
- b. Avoid activities that erode trust within the network, such as spreading false information or engaging in deceptive practices.

#### **5.4.6 Sexual Abuse or Exploitation**

The Company strictly prohibits any form of sexual abuse, harassment, or exploitation among distributors. This includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or non-verbal conduct of a sexual nature that creates an intimidating, hostile, or offensive environment.

Distributors in positions of higher rank or authority are expressly forbidden from leveraging their position to coerce, manipulate, or exploit distributors of lower rank for personal or sexual gain. Any such behavior will be regarded as a serious violation of the Company's policies and values.

Reports of sexual abuse or exploitation will be treated with the utmost seriousness and confidentiality. Any distributor found to have violated this policy will face immediate disciplinary action, up to and including termination of their distributor agreement, and may be reported to law enforcement where appropriate. Retaliation against any distributor who reports misconduct in good faith is strictly prohibited and will result in disciplinary measures.

### **5.5 CODE NO. 5: HUMILITY AND RESPECT**

IBOs must demonstrate humility and respect toward fellow IBOs, company officers, and employees. Acts of rudeness, disrespect, or discourtesy are strictly prohibited.

### **5.6 CODE NO. 6: FAIRNESS TOWARDS FELLOW IBOS**

OQATA WELLNESS SOLUTIONS requires all Independent Business Owners (IBOs) to conduct themselves with fairness, equality, and sincerity in their interactions with fellow IBOs. This includes respecting the efforts of other IBOs, especially in matters of recruiting and sponsorship. Fairness is essential to fostering a collaborative and professional environment. The following rules and expectations apply:

#### **5.6.1 Respect for Sponsorship Rights**

IBOs must:

- a. Refrain from interfering with the recruiting or sponsorship activities of other IBOs in a way that causes **unfairness** to the original sponsor.

- b. Honor the sponsorship relationship established by the IBO who first introduced a prospect to the company.

#### **5.6.2 Prospect Recruitment and Sponsorship**

- a. A prospect is not officially tied to a sponsor until they have signed up as an IBO. Multiple IBOs may prospect the same individual, but they must do so ethically and professionally.
- b. If a prospect has already been invited by another IBO to a presentation, seminar, or company premises, no other IBO should attempt to recruit or influence that prospect during or immediately after the event.

#### **5.6.3 Handling Disputes Over Prospects**

- a. In the event of a dispute over a prospect, IBOs are encouraged to resolve the issue amicably and independently.
- b. If it is proven that a prospect was poached from another IBO at a presentation hall, seminar, or company premises, the prospect will revert to the original IBO who invited them.

#### **5.6.4 Prospect's Freedom to Choose**

- a. If mediation fails, a prospect has the right to choose which IBO they wish to register under, provided they were not unfairly influenced or coerced by any party.
- b. In cases of proven unethical conduct, such as prospect poaching, the responsible IBO may face penalties, including having their accounts suspended until they compensate the original sponsor for the cost of the new package.

#### **5.6.5 Ethical Conduct in Recruitment**

IBOs are strictly prohibited from:

- a. Making disparaging remarks about other IBOs or their groups to sway a prospect's decision.
- b. Using deceptive practices or providing false information to recruit a prospect.
- c. Offering incentives or gifts to influence prospects to switch sponsors or join under the

### **5.7 CODE NO. 7: DECENCY, GOOD MORALS, AND BEHAVIOR**

IBOs must conduct themselves decently and avoid acts that compromise the company's good morals and policies.

### **5.8 CODE NO. 8: NON-TOLERANCE OF FRAUDULENT ACTIVITIES**

At OQATA WELLNESS SOLUTIONS, maintaining the integrity of the business and upholding ethical standards is paramount. Fraudulent activities, whether directly or indirectly committed by an IBO, are strictly prohibited. Engaging in dishonest or deceptive practices undermines the trust within the company and is detrimental to the reputation of the entire network. Therefore, the following actions are considered fraudulent and are not tolerated under any circumstances:

#### **5.8.1 Fraudulent Acts for Personal Gain**

IBOs are prohibited from:

- a. Using a fictitious name, a dummy account, or engaging in other deceitful means to personally benefit from the business, such as gaining commissions, bonuses, or incentives under false pretenses.

- b. Issuing a check or any financial instrument to the company or another IBO when there are insufficient funds to cover the amount, with the intent of avoiding payment or defrauding the recipient.
- c. Incur obligations to the company or to other IBOs with the intent of evading payment or obligations, thereby compromising the financial integrity of the network.
- d. Falsely representing the business opportunity or the company's products in a way that deceives a potential IBO or customer into making a decision they would not otherwise have made.

### **5.8.2 Misrepresentation of Company Products or Services**

IBOs are strictly prohibited from:

- a. Misleading others about the quality, effectiveness, or benefits of any product or service offered by the company.
- b. Altering, tampering, or misrepresenting the packaging, labeling, or contents of any product.
- c. Selling products or services at prices below the distributor's set price, or offering unauthorized discounts, to gain unfair advantages or violate the company's pricing structure.

### **5.8.3 Manipulation of Enrollment or Distributorship Processes**

IBOs must not:

- a. Fail to issue a complete and accurate business kit to new applicants or neglect to properly guide the new applicant through the process when they have fully paid for the business kit upon signing up. This includes intentionally withholding or misrepresenting important information in the registration process.
- b. Use deceptive tactics to recruit or enroll new IBOs, such as offering false promises of high earnings, exaggerating the benefits of the business, or making misleading statements about the potential for success within the company.
- c. Engage in "cross-lining," which refers to enrolling individuals in a different group or under a different sponsor than the one they originally intended, unless explicitly authorized by the company.

### **5.8.4 Financial Fraud and Solicitation of Investments**

IBOs are prohibited from:

- a. Soliciting or accepting large sums of money from individuals under the pretext of investments or financial schemes that are not approved by the company. Any solicitation for investment must comply with the company's policies and must be clearly distinguished from the legitimate business opportunity.
- b. Engaging in any form of financial fraud, including inflating sales figures or engaging in activities that mislead the company or fellow IBOs about actual sales or recruitments.
- c. Selling the business kit beyond the recommended price.

### **5.8.5 Bribery and Corruption**

IBOs are strictly prohibited from:

- a. Offering or accepting gifts, bribes, or other forms of undue compensation to or from management, staff, or other IBOs in exchange for personal favors, preferential treatment, or business advantages.
- b. Engaging in corrupt practices that involve dishonest or unethical behavior for personal or professional gain, which could include illegal payments, kickbacks, or any form of bribery.

### 5.8.6 Penalties for Violations of Section 4

Unless otherwise stated, the following penalties apply to all violations of Section 4:

- a. 1st Offense: One (1) month deactivation of distributorship, with the forfeiture of all accrued benefits, commissions, and privileges.
- b. 2nd Offense: Six (6) months deactivation, with similar forfeitures.
- c. 3rd Offense: Permanent deactivation of distributorship, with all accrued benefits forfeited.

## SECTION 6 COMPENSATION PLAN

This section outlines the compensation plan for Independent Business Owners (IBOs), a, participating in the OQATA WELLNESS SOLUTIONS distribution Program. The company offers a variety of income-generating opportunities, structured to reward distributors for sales activities. Distributors acknowledge and agree to the rules and structure defined herein by participating in the program.

### 6.1 Business kits

OQATA WELLNESS SOLUTIONS offers four distinct business kits designed to suit different budgets and business goals. The prices for these business kits may vary based on local currency exchange rates; however, the Binary Volume (BV) and Binary Points (BP) are fixed globally. This ensures fairness and uniformity across markets.

Business kit	Binary Volume (BV)	Binary Points (BP)
Starter IBO	USD 100	1
Deluxe IBO	USD 300	3
Superior IBO	USD 600	6
Premium IBO	USD 1000	10

By purchasing any of these business kits, you unlock the different ways to earn income, as detailed below.

### 6.2 Ways to Earn Income

The OQATA WELLNESS SOLUTIONS compensation plan includes distinct ways to earn income, as outlined in the following subsections.

### 6.3 Retail Profit Bonus

The Retail Profit Bonus is earned every time a distributor sells a single or multiple products to a customer but not a whole business kit.

- a. **Distributor Price (DP):** Distributors purchase products at discounted rates exclusive to IBOs.
- b. **Suggested Retail Price (SRP):** This is the price at which distributors sell products to customers.
- c. **Flexibility:** Distributors are free to sell above or below the SRP, provided they do not sell below the DP. But the business kits are strictly sold at the company's set price unless authorized by the company.
- d. **Eligibility:** All distributors are eligible for this bonus starting from day one, with no additional requirements.

### 6.4 Sponsoring Bonus

Earn a percentage of the Binary Volume (BV) of the business kit purchased by a new applicant who wishes to participate in the company's distribution program.

- a. **Percentage Earned:** Distributors receive 22% of the BV associated with the business kit purchased.
- b. **Flexibility:** Your Rank does not affect your Sponsoring Bonus. Distributors of any rank may sell any business kit and earn their full sponsoring bonus.
- c. **Standard Dollar Rate:** Each country has a set exchange rate used for consistency in calculating Bonuses, though this may differ from the local exchange rate.
- d. **Eligibility:** All distributors are eligible for this bonus without any prerequisites.

New business kit sold	BV (USD)	Sponsoring Bonus (22% of BV)
<b>Starter</b>	100	22
<b>Deluxe</b>	300	66
<b>Superior</b>	600	132
<b>Premium</b>	1000	220

## 6.5 Pairing Bonus

Earn by balancing your team on both sides of your binary network.

- a. **Binary Structure:** Your network has a left leg and a right leg. Every pair of Binary Points (BP) from the weak leg matched with the strong leg earns you a pairing bonus.
- b. **Earnings Per Pair:** Each pair earns \$15.

## 6.6 Weekly Pairing Bonus Caps

Your maximum earnings from the Pairing Bonus depend on the business kit you purchased. Although you are allowed to upgrade your business kit from time to time

- a. **Strong Leg vs Weak Leg:** The strong leg has more Binary Points, while the weak leg has fewer. Points on the weak leg are paired with the strong leg to generate earnings.
- b. **Carry Over:** Unpaired points from the strong leg roll over to the next week.
- c. **Requirements to Earn Pairing Bonus:** You must have personally sold two business kits in the current or previous 11 months, with a grace period for the first two months after becoming an IBO.

Business kit	Weekly Cap (Number of Pairs)	Maximum Weekly Earnings
<b>Starter IBO</b>	6	\$90
<b>Deluxe IBO</b>	18	\$270
<b>Superior IBO</b>	36	\$540
<b>Premium IBO</b>	60	\$900

## 6.7 Upgrade Bonus

Earn when your direct downlines upgrade their business kit.

- a. **Upgrading:** Distributors can upgrade from a lower business kit to a higher one by purchasing additional Binary Volume (BV) to meet the difference between the two business kits.
- b. **Earnings:** You earn from the difference in the Sponsoring Bonus and additional Pairing Bonuses from the upgraded business kit.

## 6.8 Binary Check-Match Bonus

Earn a percentage of the Pairing Bonuses earned by your team, up to the 5th level.

**Eligibility:** Available to distributors who reach the Platinum rank or higher who have met the requirements to earn pairing bonus.

Rank	Level 1	Level 2	Level 3	Level 4	Level 5
Platinum leader	8%	-	-	-	-
Emerald global leader	8%	6%	-	-	-
Sapphire global leader	8%	6%	4%	-	-
Ruby global leader	8%	6%	4%	2%	-
Diamond global leader	8%	6%	4%	2%	1%

## 6.9 Stair-Step Bonus

The Stair-Step Bonus rewards distributors based on team growth and product re-orders.

- Qualification:** Distributors must achieve and maintain the rank of Brass Business Builder or higher and have a minimum of 20 CV in personal product purchases each month.
- Capping:** The bonus is capped at 25% per downline IBO, ensuring that no distributor can earn more than the capped percentage from each leg.

Rank	Percentage Earned
Brass Business Builder	5%
Bronze Business Builder	10%
Silver Business Builder	15%
Gold Business Builder	20%
Platinum Leader	25%
Emerald Global Leader	25%
Sapphire Global Leader	25%
Ruby Global Leader	25%
Diamond Global Leader	25%

## 6.10 Generational Leadership Bonus

The Generational Leadership Bonus rewards leaders with a percentage of Commissionable Volume (CV) from generations of leaders in your team.

**Eligibility:** Available to leaders ranked Emerald Global Leader or higher and who meet the requirements to earn stair-step bonus

Rank	Generation 1	Generation 2	Generation 3	Generation 4
Emerald global leader	5%	-	-	-
Sapphire global leader	5%	4%	-	-
Ruby global leader	5%	4%	3%	-
Diamond global leader	5%	4%	3%	3%

## 6.11 Car & Lifestyle Trip Award

This prestigious award celebrates distributors' successes. The Car & Lifestyle Trip Award provides a flat amount based on rank. This bonus is distributed for the Car and Lifestyle award depending on the cost of the trip. This may vary year in year out.

- a. **Qualification:** Achieve and maintain the rank of Platinum leader or higher for 3 out of 6 consecutive months.
- b. **Awarding:** This award is awarded annually and is announced at company recognition events.

Rank	Flat Amount (USD)
Platinum Leader	5,000
Emerald Global Leader	10,000
Sapphire Global Leader	15,000
Ruby Global Leader	20,000
Diamond Global Leader	25,000

## 6.12 Furaha and Jenga Points (Villa award and Lifestyle Award)

These bonuses are awarded based on binary pairings. Furaha Points are intended for lifestyle benefits like vacations, health club memberships, and medical insurance and other benefits determined by the company from time to time. Jenga Points contribute to the Villa award that is after every 5th year of being an active IBO.

- a. **Furaha Points:** Awarded at 40% of the pair value.
- b. **Jenga Points:** Awarded at 60% of the pair value.

Distributors can use their Furaha Points for Jenga Points contribute to a villa investment fund.

## 6.13 Rank Requirements and Maintenance

The following are the qualifications required to achieve and maintain each rank within the Stair-Step Bonus system.

### a. Brass Business Builder

To achieve and maintain this rank:

- i. Must be a Platinum IBO.
- ii. Must personally have at least 20 PQV (CV from personal purchases) every month.
- iii. Accumulate 5,000 Total Qualifying Volume (TQV) within the current and prior 11 months. TQV includes the volume (CVs) from products purchased by you and your entire team, up to infinity levels.
- iv. In the current month, have at least 500 TQV, with at least 150 TQV coming from other legs, other than the most productive leg, to maintain balance.

#### To Maintain This Rank:

Fulfill Conditions A and D each month.

### b. Bronze Business Builder

To achieve and maintain this rank:

- i. Must be a Brass Business Builder.
- ii. Must personally purchase at least 20 PQV each month.
- iii. Accumulate 10,000 Total Qualifying Volume (TQV) within the current and prior 11 months.
- iv. In the current month, have at least 1,000 TQV, with at least 300 TQV coming from other legs, other than the most productive leg, to maintain balance.

#### To Maintain This Rank:



Fulfill Conditions A and D each month.

**c. Silver Business Builder**

To achieve and maintain this rank:

- i. Must be a Bronze Business Builder.
- ii. Must personally purchase at least 20 PQV each month.
- iii. Accumulate 20,000 Total Qualifying Volume (TQV) within the current and prior 11 months.
- iv. In the current month, have at least 2,000 TQV, with at least 600 TQV coming from other legs, other than the most productive leg, to maintain balance.

**To Maintain This Rank:**

Fulfill Conditions A and D each month.

**d. Gold Business Builder**

To achieve and maintain this rank:

- i. Must be a Silver Business Builder.
- ii. Must personally purchase at least 20 PQV each month.
- iii. Accumulate 30,000 Total Qualifying Volume (TQV) within the current and prior 11 months.
- iv. In the current month, have at least 3,000 TQV, with at least 900 TQV coming from other legs, other than the most productive leg, to maintain balance.

**To Maintain This Rank:**

Fulfill Conditions A and D each month.

**e. Platinum Leader**

To achieve and maintain this rank:

- i. Must be a Gold Business Builder.
- ii. Must personally purchase at least 20 PQV each month.
- iii. Accumulate 40,000 Total Qualifying Volume (TQV) within the current and prior 11 months.
- iv. In the current month, have at least 4,000 TQV, with at least 2,000 TQV coming from other legs, other than the most productive leg, to maintain balance.

**To Maintain This Rank:**

Fulfill Conditions A and D each month.

**f. Emerald Global Leader**

To achieve and maintain this rank:

- i. Must be a Platinum Leader.
- ii. Have at least one qualified Platinum Leader leg or higher. This means one leg in your organization must have a leader who is at least a Platinum Leader.
- iii. Accumulate at least 2,500 GQV (Group Qualifying Volume) in the current month. This volume comes from your team outside your qualified Platinum legs or higher.
- iv. Accumulate at least 8,000 TQV (Total Qualifying Volume) in the current month. This volume comes from your entire team, including your qualified Platinum Leaders or higher.

**g. Sapphire Global Leader**

To achieve and maintain this rank:

- i. Must be an Emerald Global Leader.
- ii. Have at least three qualified Platinum Leader legs or higher. You need three separate legs with leaders who are ranked Platinum Leader or higher.
- iii. Accumulate at least 2,500 GQV in the current month. This volume comes from your team outside your qualified Platinum legs or higher.
- iv. Accumulate at least 18,000 TQV in the current month. This is the total volume from your entire team, including your qualified Platinum Leaders or higher.

**h. Ruby Global Leader**

To achieve and maintain this rank:

- i. Must be a Sapphire Global Leader.
- ii. Have at least five qualified Platinum Leader legs or higher. You need five separate legs with leaders who are ranked Platinum Leader or higher.
- iii. Accumulate at least 2,500 GQV in the current month. This volume comes from your team outside your qualified Platinum legs or higher.
- iv. Accumulate at least 30,000 TQV in the current month. This is the total volume from your entire team, including your qualified Platinum Leaders or higher.

**i. Diamond Global Leader**

To achieve and maintain this rank:

- i. Must be a Ruby Global Leader.
- ii. Have at least seven qualified Platinum Leader legs or higher. You need seven separate legs with leaders who are ranked Platinum Leader or higher.
- iii. Accumulate at least 2,500 GQV in the current month. This volume comes from your team outside your qualified Platinum legs or higher.
- iv. Accumulate at least 50,000 TQV in the current month. This is the total volume from your entire team, including your qualified Platinum Leaders or higher.

## **6.14 Promotions**

All promotional offers and incentives provided by OQATA WELLNESS SOLUTIONS are non-convertible to cash and are non-transferable. This means that promotions such as prizes, bonuses, and gifts can only be redeemed as they are offered, and they cannot be exchanged for money or transferred to another individual. These promotional rewards are designed to encourage and reward IBOs (Independent Business Owners) for their performance and contributions to the business and must be used in accordance with the terms specified in the promotional guidelines.

IBOs should understand that these promotions are intended to enhance their business experience with OQATA WELLNESS SOLUTIONS but are subject to specific rules and conditions. In some cases, promotional rewards may have expiration dates or usage limitations, which IBOs must be mindful of. Failure to adhere to these terms could result in the forfeiture of the promotional offer.

Furthermore, any promotional activities must comply with the company's established policies and procedures. IBOs are encouraged to engage in the promotions in a manner that aligns with the ethical standards of OQATA WELLNESS SOLUTIONS, ensuring fairness and transparency in all promotional dealings. Misuse of promotional offers, or attempting to circumvent the rules of the promotion, may lead to penalties or disqualification from future offers.

## **6.15 Taxation**

IBOs of OQATA WELLNESS SOLUTIONS are not classified as employees, franchisees, joint ventures, or partners under taxation laws. Instead, IBOs are considered independent contractors or business owners, and as such, they are responsible for their own business operations, including their tax obligations. It is important for each IBO to understand their status as a self-employed individual when it comes to tax responsibilities.

Each IBO must comply with provincial, local, and state tax regulations regarding their business activities. This includes the payment of estimated income taxes, self-employment taxes, and any other applicable taxes that may arise from the earnings received through commissions, bonuses, or discounts earned as an OQATA WELLNESS SOLUTIONS IBO.

### **Tax Responsibilities:**

- i. **Income Taxes:** All commissions and earnings received by an IBO from OQATA WELLNESS SOLUTIONS are considered gross income and are subject to applicable taxes. IBOs are responsible for calculating and paying their own income taxes based on the earnings they report.

- ii. **Withholding Tax:** A portion of the gross commission earned by each IBO will be deducted by OQATA WELLNESS SOLUTIONS as withholding tax, as required by tax laws. The withholding tax will be deducted from the IBO's commissions depending on the tax rules of the IBO's state or region.
- iii. **Tax Filing:** It is the responsibility of each IBO to ensure they are properly filing their taxes, keeping detailed records of their earnings, and seeking professional tax advice if needed. OQATA WELLNESS SOLUTIONS recommends that IBOs consult with a tax professional to ensure compliance with all applicable tax laws and to accurately file their taxes each year.

## **6.16 On Re-Inventing the Compensation Plan**

OQATA WELLNESS SOLUTIONS operates on a legitimate and ethical business model, focusing on providing value through the sale of high-quality products and services. It is important to note that the business model of OQATA WELLNESS SOLUTIONS is not an investment scheme. This means that individuals cannot join the business with the expectation of earning a large percentage of returns simply by investing money without actively participating in the sales process.

Any individual or team that attempts to present, promote, or participate in a scheme where individuals are promised high returns on investment without any effort or activity involved will face serious consequences. This includes but is not limited to, fraudulent schemes that promise high earnings from mere investments, with no real sales or business operation involved.

### **6.16.1 What Constitutes an Investment Scheme**

An investment scheme in this context refers to a scenario where individuals are invited to invest money, with the expectation of receiving high returns or interest rates, without the requirement to participate in the actual business activities such as selling products or building a team. Such schemes often promise passive income from an initial investment, with no real sales or business operation involved.

OQATA WELLNESS SOLUTIONS strictly prohibits any IBO or individual from engaging in or promoting such schemes. Participation in any unauthorized investment scheme, even unknowingly, can lead to severe actions, including:

- a. Immediate termination of the individual's contract or IBO status with the company.
- b. Legal actions for damages, which could include monetary fines or lawsuits, depending on the severity of the infringement.

### **6.16.2 Company's Stance on Investment Schemes**

- a. OQATA WELLNESS SOLUTIONS does not engage in or support any form of investment schemes.
- b. Any IBO found to be promoting such schemes, whether directly or indirectly, will be held accountable and will face appropriate legal or disciplinary actions.
- c. The company will not be held liable for any losses or issues arising from an individual or team's involvement in such unauthorized schemes, regardless of their knowledge of the policy. Each IBO is expected to take responsibility and exercise caution before engaging in business transactions or investments that are not in line with the company's approved business model.

## **SECTION 7 PRODUCT SALES**

### **7.1 Direct Sales Only**

OQATA WELLNESS SOLUTIONS products are exclusively intended for direct sales through Independent Business Owners (IBOs). To ensure the integrity of the company's business model and to prevent any competition with OQATA WELLNESS SOLUTIONS' authorized sales channels, it is strictly prohibited to sell OQATA WELLNESS SOLUTIONS products through retail stores or through

any third-party retail outlets, unless such establishments are fully registered as OQATA IBOs themselves, but they are not allowed to sell OQATA products on behalf of IBOs. This includes, but is not limited to, pharmacies, drug stores, grocery stores, supermarkets, and any similar retail establishments.

### **7.1.1 Use of Personal Websites and Social Media Channels**

IBOs are permitted to use personal websites and social media channels to market and sell OQATA WELLNESS SOLUTIONS products, provided that these platforms are used in accordance with the company's policies and guidelines. All sales conducted through personal websites or social media channels must be direct sales to customers, and the products cannot be listed on third-party marketplaces or auction websites.

When using these platforms, IBOs must:

- a. Ensure all product listings and content accurately represent OQATA WELLNESS SOLUTIONS products.
- b. Not engage in misleading advertising or misrepresentation of the products.
- c. Follow all legal and regulatory guidelines regarding online marketing.
- d. Maintain professional and ethical behavior when interacting with potential customers and other IBOs.

### **7.1.2 Compliance with Direct Sales Policies**

IBOs are required to comply with the direct sales policy at all times. Any violation of this policy, including unauthorized sales through retail stores or other prohibited channels, may result in disciplinary action, including but not limited to suspension or termination of IBO status. IBOs are encouraged to maintain the integrity of the sales process by ensuring that all products are marketed and sold through direct, personal transactions with customers.

### **7.1.3 Prohibited Sales Practices**

In addition to selling in unauthorized retail locations, the following sales practices are strictly prohibited:

- e. **Online Reselling:** Selling OQATA WELLNESS SOLUTIONS products through unauthorized online platforms, such as auction websites or e-commerce stores, is not allowed.
- f. **Unapproved Discounting:** Offering OQATA WELLNESS SOLUTIONS products at discounts below the official price set by the company or offering bulk sales for reselling purposes is prohibited.
- g. **Misrepresentation:** Misleading potential customers about the availability, pricing, or nature of the products is strictly forbidden.

IBOs must ensure that all marketing and promotional materials accurately represent OQATA WELLNESS SOLUTIONS products and comply with the company's guidelines. Any violation of these prohibited practices may result in suspension or termination of the IBO's account, and potential legal actions may be taken depending on the severity of the violation.

## **7.2 Advertising and Use of Trademarks and Copyrighted Materials**

### **7.2.1 On Promotional Materials**

The OQATA WELLNESS SOLUTIONS name, logos, trademarks, and copyrights are exclusively owned by OQATA WELLNESS SOLUTIONS. IBOs agree not to use any written, printed, recorded, or any other material in advertising, promoting, or describing the products or compensation plan of the company unless it has been approved by the company in writing before being disseminated, published, or displayed.

The use or production of any promotional materials created by an IBO without prior written approval from OQATA WELLNESS SOLUTIONS is strictly prohibited.

Additionally, IBOs are not authorized to make claims regarding the products' therapeutic or curative properties, except as explicitly stated in the official OQATA WELLNESS SOLUTIONS literature. All claims about the benefits of OQATA WELLNESS SOLUTIONS products must align with the company's approved marketing materials and disclaimers.

IBOs are also prohibited from using print, radio, or television advertising, unless they have received written approval from OQATA WELLNESS SOLUTIONS to do so.

In cases where the media contacts an IBO regarding OQATA WELLNESS SOLUTIONS products, officers, or procedures, the IBO shall refer such inquiries to the OQATA WELLNESS SOLUTIONS public relations officer for official comment.

### **7.2.2 Websites**

While the creation of personal websites for promoting an IBO's business is permitted, the company strictly prohibits any websites that purport to be the official website of OQATA WELLNESS SOLUTIONS.

Any website created for the promotion of OQATA WELLNESS SOLUTIONS products or business must include a clear disclaimer at the bottom of every webpage stating that it is not the official website of OQATA WELLNESS SOLUTIONS.

Failure to comply with this requirement—whether intentional or unintentional—will result in termination of distributorship and/or potential legal action for damages.

### **7.2.3 Fairs and Trade Shows**

IBOs are permitted to join fairs and trade shows to promote OQATA WELLNESS SOLUTIONS products, provided that the company's products are not displayed together with any other products sold through multi-level marketing (MLM). This ensures that the focus remains solely on OQATA WELLNESS SOLUTIONS' products and prevents conflicts with other MLM businesses.

All promotional activities at fairs and trade shows must adhere to the company's guidelines and not engage in practices that could misrepresent OQATA WELLNESS SOLUTIONS or its products.

## **SECTION 8 PRODUCT REFUND AND BUY BACK POLICY**

### **8.1 Overview of the Buy Back Rule**

The Buy Back Rule has been designed to protect the interests of all OQATA WELLNESS SOLUTIONS stakeholders, including customers, Independent Business Owners (IBOs), Training Center Owners, and the company itself. This rule provides a fair and balanced approach to product returns and buybacks, ensuring a win-win refund and buyback policy.

The following conditions must be adhered to before any product is considered for refund or buyback under this policy:

### **8.2 Conditions for Refund and Buyback**

Refunds and buybacks will only be considered when the following conditions are met:

#### **a. Condition of the Products**

The products must be in good condition and saleable. This includes ensuring that products have not been damaged, opened, or used.

#### **b. Purchase Timeline**

- i. The products were purchased within the same week of the refund or buyback request and the weekly commissions for that calendar week have not yet been paid (incase the refund is for a business kit).
- ii. For product re-orders, the products must have been purchased within the same calendar month and the monthly commissions for that month have not yet been paid.

**c. Expiration Date**

The products must have at least one and a half years remaining before their expiry date.

**d. Packaging Condition**

The products must show no signs of damage, such as leaks, pinholes, or discoloration in the packaging materials. Any products with compromised packaging will not be eligible for return or buyback.

**e. Proof of Purchase**

The return or buyback request must be supported by proof of purchase, either from the TCO or the company.

**f. Termination of Distributorship**

Buyback requests related to Business kits will only be processed if the Distributorship is being terminated due to a company policy violation or voluntary termination by the IBO.

**g. Condition of the Product Upon Return**

Returned products will be inspected to ensure that they have not been exposed to extreme heat or show signs of discoloration.

**h. No Repetitive Refunds**

There should be no pattern of repetitive product refunds or buybacks requested by the same IBO or their sponsor. Repeated refund requests may lead to a review of the IBO's status and could result in suspension or termination of distributorship.

**i. Buyback and Refund Computation**

The refund or buyback value will be subject to computation to determine the financial loss, including administration cost and taxes paid on the product. The final refund or buyback amount will be adjusted accordingly.

**j. Refund Request Timeline:**

A written request for refund or buyback must be submitted within the week the business kit was bought or within that month the product re-order was bought. No refund or buyback will be processed without written request or if the stipulated period has elapsed.

### **8.3 Process for Refund and Buyback Requests**

**a. Written Request:** The IBO must submit a written request to the company for any refund or buyback transactions. This request must include:

- i. Details of the products being returned.
- ii. Proof of purchase (receipt or invoice).
- iii. Reason for the return or buyback.

**b. Verification and Inspection:** Upon receipt of the request, OQATA WELLNESS SOLUTIONS will:

- i. Verify the eligibility of the product based on the conditions outlined above.
- ii. Inspect the returned products for any signs of damage, expiration, or issues as per the conditions of the Buyback Policy.

**c. Approval/Denial of Refund:** Once the verification process is completed:

- i. If the products meet all conditions, the refund or buyback will be approved, and the amount will be calculated.

- ii. If the products do not meet the criteria, the request may be denied and the IBO will be informed in writing.

#### **8.4 Exclusions from Refund and Buyback**

The following situations are excluded from the Buy Back Policy:

- a. Products that have been used, opened, or damaged.
- b. Products that do not have proof of purchase.
- c. Products purchased more than one and a half years ago from the expiration date.
- d. Products that have been exposed to improper conditions, such as extreme heat or moisture.
- e. Any products that are part of a pattern of repeated returns or buybacks from the same IBO or sponsor.

#### **8.5 Limitations and Considerations**

- a. The company reserves the right to adjust the buyback or refund value based on the condition of the products and the associated administration costs, taxes and shipping fees.
- b. Buyback requests are not transferable and can only be processed by the original purchasing IBO.

### **SECTION 9 PRODUCT EXCHANGE**

#### **9.1 Overview of the Product Exchange Policy**

OQATA WELLNESS SOLUTIONS offers a product exchange policy under specific conditions to ensure that customers and Independent Business Owners (IBOs) are provided with high-quality products. Products will only be eligible for exchange if they are found to be defective or of substandard quality. The products must also have been purchased within the same week to qualify for an exchange.

#### **9.2 Conditions for Product Exchange**

The following conditions must be met for a product exchange request to be considered:

- a. **Written Request:**  
The IBO (or consumer) must submit a written request for an exchange within the same calendar week that the product was purchased. This request must include the original receipt as proof of purchase.
- b. **Inspection and Approval:**  
Upon receipt of the request, the company will inspect the returned products to confirm that they are defective or substandard. If the products meet the criteria, they will be approved for exchange.
- c. **Exchange Process:**  
The company will replace the defective or substandard product with a new, undamaged product of the same type and value.
- d. **IBO's Responsibility:**  
The IBO is responsible for managing the entire product return and exchange process. This includes ensuring that the product meets the criteria for exchange and that the return is completed within the required timeframe.
- e. **Replacement Product:**  
Upon approval of the exchange request, OQATA WELLNESS SOLUTIONS will provide the IBO with a new and similar product to replace the defective one.

### **9.3 Exclusions from the Product Exchange Policy**

The following conditions will not qualify for a product exchange:

- a. Products that are not defective or substandard.
- b. Products that have been purchased more than one week ago.
- c. Products that show signs of misuse, damage, or improper handling by the IBO or customer.

### **9.4 Limitations**

- a. The product exchange is subject to the availability of a similar replacement product. If the product is out of stock or unavailable, the IBO may choose another product of equal value, or the original product may be refunded according to the company's refund policy.
- b. Shipping and handling costs related to the product exchange may be the responsibility of the IBO, unless otherwise agreed upon by the company.

### **9.5 Process for Requesting an Exchange**

**a. Submit Written Request:**

The IBO must submit a written request for the product exchange within the specified time frame, including the original purchase receipt.

**b. Inspection and Evaluation:**

The company will inspect the returned product to determine whether it meets the requirements for exchange (defective or substandard quality).

**c. Product Replacement:**

If the return is approved, the company will exchange the defective product for a new, undamaged product.

## **SECTION 10 TRAINING CENTER OPERATOR (TCO) AND STOCKIST**

### **10.1 Training Center Operator (TCO) Program Overview**

OQATA WELLNESS SOLUTIONS Ltd. offers qualified Distributors the opportunity to become a Training Center Operator (TCO). This role allows Distributors to conduct training sessions and seminars for their network.

A TCO is granted additional privileges upon meeting the necessary requirements to become a stockist. A stockist can sell products to other Distributors on behalf of the company.

### **10.2 TCO Rights and Status**

**a. Independent Status:**

A TCO operates as an independent distributor of OQATA WELLNESS SOLUTIONS Ltd. While the TCO is authorized to run a Training Center, they remain a self-employed distributor and cannot legally represent OQATA WELLNESS SOLUTIONS Ltd. as an employee or official spokesperson. The TCO represents themselves or the business entity they establish to operate the Training Center.

**b. Stockist Privileges:**

A TCO may qualify as a stockist by investing in product inventory valued at \$10,000. Upon making this investment, the TCO must also sign a Memorandum of Understanding (MoU) with the company, which grants them the right to sell products to other distributors and earn commissions on these sales.



### 10.3 Duration of TCO Rights

a. **Initial Term:**

The initial term for the right to operate as a TCO is one (1) year, subject to annual performance reviews. These reviews will assess factors such as adherence to the terms and conditions of the MoU.

b. **Renewal:**

After this initial one-year period, agreements may be renewed every two years.

### 10.4 Qualifications for Becoming a TCO

To qualify as a TCO, an applicant (whether an individual or a legal entity) must meet the following requirements:

a. **For Natural Persons:**

- i. Must have unquestionable integrity and a solid reputation.
- ii. Must not be involved in any other network marketing or direct selling business, aside from OQATA WELLNESS SOLUTIONS Ltd.
- iii. Must have been an active distributor of OQATA WELLNESS SOLUTIONS. for a minimum of 12 months, with a network of at least 100 downlines.
- iv. Must have achieved the rank of Platinum Leader, with total lifetime earnings of at least \$30,000.
- v. Must be at least 25 years of age.

b. **For Legal Entities:**

- i. Must meet all the requirements for natural persons, except the requirement to not be involved in other network marketing businesses.
- ii. Must provide legal documentation, including Articles of Incorporation, By-Laws, and a Board Resolution appointing an official representative to act on behalf of the legal entity in its dealings with OQATA WELLNESS SOLUTIONS Ltd.

### 10.5 Requirements for Establishing a Training Center

To be eligible to establish a Training Center, a TCO must submit the following documentation and meet specific conditions:

- a. **Completed Application Form:** A fully completed TCO application form must be submitted.
- b. **Identification Documents:** Two (2) passport-sized photos and a valid national ID or passport.
- c. **Recommendations:** A recommendation letter from the TCO's direct upline and another from a Platinum Leader or higher.
- d. **Location Details:** A sketch and photos of the proposed Training Center location.
- e. **Layout Plan:** A layout of the proposed Training Center setup.

Upon approval, the TCO will sign the Memorandum of Understanding (MoU) with OQATA WELLNESS SOLUTIONS Ltd. and deposit the required initial capital investment of \$10,000 into the company's designated bank account.

### 10.6 Training Center Office Setup and Accessibility

a. **Location:**

The Training Center must be located in a commercial or business district and cannot be situated in a residential area, garage, or any non-commercial premises.

b. **Signage:**

The signage for the Training Center must clearly reflect the independent status of the TCO, displaying the business name of the operator and indicating that the operator is an independent distributor of OQATA WELLNESS SOLUTIONS Ltd.

c. **Training Area:**

The Training Center must have a dedicated training area of at least 50 square meters and be capable of seating 50 people. The training area should be equipped with necessary training tools such as:

- iii. A whiteboard
- iv. Chairs and tables
- v. LCD screen or projector
- vi. Microphone and speaker system
- d. **Cleanliness and Maintenance:**  
The Training Center must be well-lit, well-ventilated, and maintained to ensure a clean and professional environment, free from pests or pets.
- e. **Stockist Setup (if applicable):**
  - a. If the TCO also operates as a stockist, the center must have clearly defined areas:
    - i. **Selling Area:** A product display cabinet and a secure cash handling area.
    - ii. **Stockroom:** A temperature-controlled storage area (not exceeding 25°C) to prevent spoilage of products.

## 10.7 Stockist Qualifications and Requirements

A TCO may apply to become a stockist under the following conditions:

- a. **Capital Investment:**  
A minimum investment of \$10,000 in product stock is required. This covers only the inventory purchase and does not include additional setup or operational costs.
- b. **Manpower:**  
The Training Center must have at least one facilitator, who will act as the Officer-in-Charge (OIC), responsible for marketing, cashier duties, and overall maintenance of the Training Center.

## 10.8 Stockist Commissions and Benefits

- a. **Commission Structure:**  
As a stockist, the TCO will earn 5% commission on the Business Volume (BV) for inventory items with BV and 5% commission on Commissionable Volume (CV) for items with CV. This applies to all sales made to registered IBOs.
- b. **Territorial Rights:**  
OQATA WELLNESS SOLUTIONS Ltd. does not grant exclusive territorial rights to any TCO. Distributors may establish a Training Center anywhere, provided they meet the qualifications and requirements.

## 10.9 Compliance and Performance Evaluation

TCOs must adhere to all rules and regulations as specified in the Memorandum of Understanding (MoU) and these Terms and Conditions. Performance evaluations will be conducted annually to assess sales, customer service, and compliance. Failure to meet performance benchmarks or violation of company policies may result in termination or non-renewal of TCO status.

## 10.10 Termination of TCO Rights

OQATA WELLNESS SOLUTIONS Ltd. reserves the right to terminate or not renew TCO rights if:

- a. The TCO fails to meet performance standards, including sales and customer service metrics.
- b. The TCO violates any terms of the MoU or company policies.

- c. The TCO engages in any competing network marketing or direct selling business, in violation of the exclusivity requirement.

#### **10.11 Miscellaneous**

- a. **Non-Transferability:**  
TCO rights are non-transferable. Any change in ownership of the Training Center or business entity must be reported to and approved by OQATA WELLNESS SOLUTIONS Ltd.
- b. **Legal Compliance:**  
TCOs must comply with all applicable laws and regulations concerning business operations, taxation, and employment.

#### **10.12 Amendments**

OQATA WELLNESS SOLUTIONS Ltd. reserves the right to modify or amend these Terms and Conditions at any time. Any changes will be communicated in writing to all TCOs and stockists.

### **SECTION 11 GENERAL PROVISIONS**

#### **11.1 Contract Changes**

OQATA WELLNESS SOLUTIONS reserves the right to modify the terms and conditions of the Contract with its Independent Business Owners (IBOs) by providing a 30-day notice through official communication channels, including publication.

- a. After the 30-day period, such changes shall automatically become effective and form part of the binding Contract between you and OQATA WELLNESS SOLUTIONS.
- b. Your continued participation as an IBO, including the acceptance of bonuses or other benefits, after the effective date of these modifications, shall constitute your express agreement and acceptance of the updated terms.

#### **11.2 Waivers and Exceptions**

- a. **Company Discretion:**  
OQATA WELLNESS SOLUTIONS reserves the right to grant waivers or exceptions to the application of these policies on a case-by-case basis, provided such waivers or exceptions are expressly stated in writing.
- b. **Non-Precedent Setting:**
  - i. Any waiver or exception granted shall not constitute a precedent or create an obligation for the Company to grant similar waivers or exceptions in the future.
  - ii. A prior waiver or exception does not absolve any subsequent breaches of these policies or apply to other IBOs.
- c. **Enforcement Delays:**
  - i. Any delay by the Company in enforcing its rights or applying sanctions as outlined in these policies shall not constitute a waiver of its right to enforce compliance.
  - ii. Customary practices or prior leniency inconsistent with these rules shall not impair the Company's authority to enforce the terms and conditions.

#### **11.3 Governing Law and Jurisdiction**

- a. **Applicable Law:**

All disputes arising from or related to this Contract shall be governed by the laws of the jurisdiction in which the Company's Head Office is located.

**b. Exclusive Venue:**

- i. The courts with jurisdiction over OQATA WELLNESS SOLUTIONS Head Office shall serve as the exclusive venue for resolving all legal matters involving the Company.
- ii. By agreeing to these terms, you consent to this jurisdiction as the sole forum for dispute resolution.

#### **11.4 Severability**

**a. Independent Provisions:**

If any provision of this agreement is found to be invalid, unlawful, or otherwise unenforceable by a competent legal authority, the invalidity of that provision shall not affect the validity or enforceability of the remaining provisions.

**b. Rule of Law:**

The rules and policies of OQATA WELLNESS SOLUTIONS Ltd. are subject to the authority of applicable legal statutes. Where a conflict arises, the rule of law will take precedence over company policies.