

PayPlan Definitions & Explanation

Addendum TRAINEE Promotion Program

This Addendum TRAINEE Promotion Program (“**TRAINEE Addendum**”) is effective as of **June 1, 2020** (“Effective Date”). It is intended to set forth certain provisions related to CENTROPIX’s temporary TRAINEE promotion program, and hereby amends the current AFFILIATE Agreement (below) until further notice.

You hereby acknowledge that you agree to this TRAINEE Addendum. In the event of a conflict between this TRAINEE Addendum and this AFFILIATE Agreement, this TRAINEE Addendum shall control.

Section 8.A Qualifications and Commissions

The following overview represents the AFFILIATE Ranks available in CENTROPIX's Pay Plan with the requirements and commissions associated with each position. For purposes of the Pay Plan, "PSVP" is Personal Sales Volume Points, which means a point system that is directly reflective of the personal sales produced by an individual.

Independent CENTROPIX Distributor Trainee (TRAINEE)

- Execution of the AFFILIATE Agreement and the payment of the then-current enrollment fee.
- Must complete a CENTROPIX Academy (online or in-person).
- Earns 17% commission on TRAINEE personal sales on the condition of subsequent qualification as an AFFILIATE and the payout will be deferred until the AFFILIATE qualification.
 - No commission statements or eWallet accounts will be created for TRAINEEs.
 - Deferred commissions and earned PSVPs will be paid out upon successful qualification as an AFFILIATEJ.
 - If the condition subsequent (AFFILIATE qualification) is not met, deferred commissions will not be paid out to TRAINEE or any other person.
- One transaction equal to 1,000 PSVPs or more (sale or purchase) is required to advance from the position of an TRAINEE to AFFILIATEJ. The entire commission will be paid to TRAINEE's upline.
- The PSVP from any transaction can be attributed to one AFFILIATE only. Specifically, a transaction cannot qualify more than one AFFILIATE into the next rank, whereby the concurrent payment of the enrollment fee and a CENTROPIX product worth 1,000 PSVPs or more will qualify the purchaser as an AFFILIATE not the sponsoring TRAINEE.
- The TRAINEE has a twelve (12) month period from the time of sign up to acquire the minimum 1,000 PSVP. If this minimum has not occurred or if the TRAINEE does not pay the Annual Fee, the AFFILIATE status is lost and reverts to a customer status, and the deferred commission and PSVPs become null and void.

This TRAINEE Amendment shall remain in force until termination by CENTROPIX in its sole discretion, by providing a seven (7) calendar days advance notice to all active SUPERVISORS via its periodic newsletters to that effect.

Except as amended by this TRAINEE Amendment, the terms of the AFFILIATE Agreement shall remain in full force and effect.

Independent CENTROPIX Distributor Agreement (en_US)

Last Update: June 22, 2020

The following document constitutes the agreement between CENTROPIX USA, LLC and a CENTROPIX distributor in the United States.

1. Authorization and Contract

By executing the Independent CENTROPIX Distributor Agreement ("AFFILIATE Agreement"), you are entering into a contract with CENTROPIX USA, LLC ("CENTROPIX USA" or "CENTROPIX") to become an Independent CENTROPIX Distributor ("AFFILIATE" or "you"). You acknowledge that you have received, read, understood and agreed with the terms of (i) the CENTROPIX Pay Plan; (ii) the Policies & Procedures, (iii) the Terms and Conditions; and (vi) the Privacy Policy, which are incorporated by reference into this AFFILIATE Agreement and made part of it as if restated in full (collectively with the AFFILIATE Agreement, the "Agreement"). If you have not reviewed the Policies & Procedures at the time you execute this Agreement, you understand that they are located in the CENTROPIX Back Office, and you agree to review them within five (5) days from the date of executing this Agreement. Failure to terminate this AFFILIATE Agreement (cancel your distributorship) constitutes your acceptance of the Policies & Procedures. In the event of a conflict between this AFFILIATE Agreement and any of the incorporated agreements, the following order of priority shall control: first this AFFILIATE Agreement with its Pay Plan, then the Policies & Procedures, then the Privacy Policy, and then the Terms and Conditions. The Agreement governs your relationship as an AFFILIATE with CENTROPIX, the sale of CENTROPIX products and your use of all websites provided by CENTROPIX such as the CENTROPIX Back Office and your own CENTROPIX-provided retail website (collectively, the "Websites"). Please read these Terms carefully before entering into this AFFILIATE Agreement and begin to use the Websites.

2. Modification of Terms

With the exception of the dispute resolution section set forth below, which can only be modified by way of mutual consent, the terms of the Agreement or this AFFILIATE Agreement may be modified in CENTROPIX's sole discretion at any time by posting updates and changes to your CENTROPIX Back Office, and you agree to abide by all such modifications. Notification of

modifications shall be provided by means reasonably calculated to reach you, such as via e-mail, electronic newsletters or postings in your CENTROPIX Back Office. Modifications shall become effective as set forth in the notification, but in no event less than fifteen (15) days after notice of the modifications to you. Your continued use of or access to the CENTROPIX Back Office following the effective date of the modifications constitutes acceptance of any and all modifications and amendments.

3. Expiration, Renewal, and Termination

The term of this AFFILIATE Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies & Procedures). If you fail to annually renew your CENTROPIX business, or if it is canceled or terminated by CENTROPIX for any reason, you understand that you will permanently lose all rights as an AFFILIATE. You shall not be eligible to sell CENTROPIX products nor shall you be eligible to receive commission resulting from the activities of your former team structure. **In the event of cancellation, termination or non-renewal, you waive all rights you have, including but not limited to property rights, to your former team structure and to any commissions, bonuses or other income derived through the sales and other activities of your former team structure.** An AFFILIATE may cancel this AFFILIATE Agreement at any time, and for any reason, upon written notice (email with confirmed receipt is acceptable) to CENTROPIX at Compliance@CENTROPIX.services. CENTROPIX may cancel this AFFILIATE Agreement for any violation of this AFFILIATE Agreement or the Policies & Procedures, and such involuntary cancellation shall be effective on the date of which written notice is delivered to the AFFILIATE. CENTROPIX may also in its sole discretion take actions short of termination of the AFFILIATE Agreement if it reasonably believes that the AFFILIATE breaches any of its provisions or the AFFILIATE's acts or omissions cause CENTROPIX to violate applicable laws.

4. Independent Contractor Status

You agree that you are not an employee, agent, joint venture partner, franchisee, principal-agent or legal representative of CENTROPIX. As a self-employed independent contractor, you will be operating your own independent business. You shall have no authority to act for or on behalf of, or otherwise bind CENTROPIX except as expressly authorized by CENTROPIX. CENTROPIX shall not be liable for any acts or omissions by you made in connection with the activities under the Agreement. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-MISC form via electronically. It will be your sole responsibility to account for such income on your individual income tax returns and to pay for all income, sales, employment, excise, withholding, and other taxes imposed on or with respect to compensation and other amounts received pursuant to this AFFILIATE Agreement. You understand that you are not entitled to workers compensation or unemployment security benefits of any kind from CENTROPIX.

5. Presenting the Pay Plan

You agree to present the most current and complete version of the CENTROPIX Pay Plan, as provided in your CENTROPIX Back Office. You shall not utilize any literature, materials, or aids, that are not produced or authorized in writing by CENTROPIX relating to the Pay Plan. You agree to instruct all prospective SUPERVISORS to review the most current CENTROPIX Income Disclosure Statement.

6. Selling Product

You agree to make no representations or claims about any products beyond those shown on product labels and/or in official CENTROPIX literature such as the manual or CENTROPIX produced marketing materials. You agree to familiarize yourself with your compliance obligations as set forth in the Policies & Procedures and other literature CENTROPIX may publish from time to time on your CENTROPIX Back Office. You further agree that you shall sell products available through CENTROPIX only in authorized territories, as set forth in your CENTROPIX Back Office.

7. Confidentiality

You recognize and agree that, as further set forth in the Privacy Policy, you shall at no time disclose any Confidential Information to any third party, including without limitation to a government entity. For purposes of this Agreement, "Confidential Information" includes any proprietary information (whether designated as confidential or not) that is provided to you by CENTROPIX, including without limitation information in tangible or intangible form relating to and/or including discoveries, ideas, concepts, know-how, intellectual property, techniques, designs, specifications, drawings, diagrams, flow charts, data, costs, prices, customer lists, marketing plans, goals, sales figures, revenue, profits, and other technical, financial or business information related to existing or planned business, products, services or software to be developed, manufactured, or marketed by CENTROPIX, identities of other distributors, payouts, test results, statistics, any user IDs, passwords, account numbers, Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the CENTROPIX business including, without limitation, AFFILIATE lists, sponsorship trees, and all CENTROPIX AFFILIATE information generated therefrom, in its present or future forms), any personal information to which the AFFILIATE has access (as defined in the Policies & Procedures), and other information that is proprietary in nature. This confidentiality provision shall not apply where you can demonstrate that the information: (a) was previously known to you at the time of disclosure, free of any obligation to keep it confidential; (b) became publicly known through no wrongful act of you; (c) was rightfully received from a third party who was not bound under any confidentiality provisions; or (d) was independently developed by you without use of or reliance upon CENTROPIX's Confidential Information. You agree that monetary damages for breach of these restrictive covenants may

not be adequate and that CENTROPIX shall be further entitled to seek injunctive relief without the necessity of posting a bond or other security. In the event Confidential Information must be disclosed pursuant to judicial order, requirement of a government agency or by operation of law, you agree that you will provide CENTROPIX with prompt notice of such requirement to enable CENTROPIX to seek an appropriate protective order or to take steps to protect the confidentiality of such Confidential Information, and in the event such protection is not obtained or CENTROPIX waives compliance with the provisions of this AFFILIATE Agreement, you agree that you will disclose only that portion of the Confidential Information that you are legally required to disclose. During the term of this AFFILIATE Agreement, CENTROPIX grants you a personal, non-exclusive, non-transferable and revocable right to use certain Confidential Information that includes, without limitation, LOS information, business reports, manufacturing and product developments, and AFFILIATE sales, earnings and other financial reports to facilitate your CENTROPIX business.

8. Non-Competition

In accordance with the Policies & Procedures, you agree that during the term of this Agreement and for six (6) months following resignation, non-renewal, or termination of your business, you will not directly compete with CENTROPIX. This covenant shall survive the expiration or termination of your agreement with CENTROPIX.

9. Non-Solicitation

In accordance with the Policies & Procedures, you agree that during the period while you are an AFFILIATE, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other AFFILIATE to compete with the business of CENTROPIX, including without limitations to solicit for employment or as an independent contractor any person who is as of the date of such solicitation or who was within the 12-month period prior to the date of such solicitation an employee or independent contractor of CENTROPIX.

10. Media Release

You agree to permit CENTROPIX to obtain photographs, videos, and other recorded media of you or your name, voice and likeness. You acknowledge and agree to allow any such recorded media to be used by CENTROPIX for any lawful purpose, including without limitations in publications, promotional flyers, educational materials, derivative works, or for any other similar purpose without any compensation to you. You understand and agree that such photographs and/or video recordings of you may be placed on the Internet. You also understand and agree that you may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of you. You agree that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are the property

of CENTROPIX. You hereby waive all claims for remuneration for such use. You hereby release, acquit and forever discharge CENTROPIX and its agents, officers, employees, parent company or other related entities from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation of likeness, defamation or infringement of your copyrights or trademark rights.

11. Jurisdiction and Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State in which the AFFILIATE resided at the time at which the alleged cause or causes of action first arose without regard to principles of conflicts of laws. In the event of a dispute between an AFFILIATE and CENTROPIX arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation. CENTROPIX shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against an AFFILIATE, including termination. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described below. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against CENTROPIX with jurisdiction and venue as provided by Louisiana law.

12. Dispute Resolution

(a) *Mediation*: For any dispute involving \$10,000 or more, prior to instituting any arbitration as provided below, 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 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 fees and costs at least 20 days in advance of the mediation. Each party shall pay its own attorney fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in San Diego County, and shall last no more than two business days.

(b) *Arbitration*: All disputes and claims relating to CENTROPIX, its product the rights and obligations of an AFFILIATE and CENTROPIX, or any other claims or causes of action relating to the performance of either an AFFILIATE or CENTROPIX under the Agreement shall be settled totally and finally by confidential arbitration at such other location as CENTROPIX prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. **The parties waive rights to trial by jury or to any court.** This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process as well as claims for less than \$10,000 not subject to the mediation requirement. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a

panel provided by the American Arbitration Association. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney's fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of this AFFILIATE Agreement.

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the county and state in which the Distributor resided at the time at which the alleged cause or causes of action first arose (as set forth as the address on record in CENTROPIX's internal computer systems). The law of the state in which the distributor resided at the time at which the alleged cause or causes of action first arose shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in this Section, residents of the State of Louisiana shall be entitled to bring an action against CENTROPIX in Louisiana and pursuant to Louisiana law.

Notwithstanding the foregoing, nothing in this AFFILIATE Agreement shall prevent CENTROPIX from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding, including without limitation to protect its intellectual property rights.

13. No Class Actions

You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Class arbitration, class actions, private attorney general actions, and consolidation with other arbitration are not allowed under this AFFILIATE Agreement. You hereby waive all rights to become a member of any certified class in any lawsuit or proceeding.

14. Time Limitation

If you wish to bring an action against CENTROPIX for any act or omission relating to or arising from this AFFILIATE Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against CENTROPIX for such act or omission. You hereby waive all claims that any other statutes of limitations apply.

15. Your Representations, Warranties and Covenants

By entering into this AFFILIATE Agreement, you represent and warrant to CENTROPIX that: (i) if entering as an individual, you are at least 18 years of age and have the full right and authority to enter into this AFFILIATE Agreement; (ii) if entering as a company, you have the full corporate or organizational right, power and authority to enter into this AFFILIATE Agreement, make the warranties and representations made herein, and to perform the acts required of you; (iii) the execution of this AFFILIATE Agreement by you and the performance by you of your obligations and duties, does not and will not violate any agreement to which you are a party or by which you are otherwise bound, or any applicable law, rule or regulation; and (iv) you shall render all services to CENTROPIX in a professional and commercially reasonable manner. You further represent and warrant that you shall immediately notify CENTROPIX of any formal legal action against you by a third party -- including without limitation a governmental inquiry or investigation, for example the Federal Trade Commission, the Federal Drug Administration, the Internal Revenue Services or a state attorney general -- for matters relating to the subject matter of this AFFILIATE Agreement when the same arise.

16. Disclaimers

CENTROPIX does not guarantee, represent or warrant that your use of the Websites will be uninterrupted, timely, secure or error-free. CENTROPIX does not warrant that the information on the Websites will always be accurate or reliable. You expressly agree that your use of, or inability to use, the Website is at your sole risk. CENTROPIX's products, services and Websites are provided to you "as is" and "as available" for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, warranties arising out of course of dealing and non-infringement. CENTROPIX does not warrant or guarantee any sales, enrollment or income to you through the use or non-use of the Websites or CENTROPIX's other services.

17. Limitation of Liability

IN NO EVENT SHALL CENTROPIX, ITS PARENT, SUBSIDIARIES, AFFILIATE, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOSS OF USE, LOST BUSINESS, LOSS OF OR CORRUPTION TO DATA, OR LOST PROFITS (EVEN IF A PARTY WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. **You hereby release CENTROPIX and its AFFILIATE from all liability arising from or relating to your promotion or operation of you CENTROPIX business and any activities related to it.** UNDER NO CIRCUMSTANCES SHALL CENTROPIX'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THE AGREEMENT IN

THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE DAMAGES.

18. Indemnification

You agree to indemnify, defend and hold harmless CENTROPIX and its parent, subsidiaries, AFFILIATE, partners, officers, directors, agents, employees, contractors, service providers, or suppliers from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of the Agreement or the documents they incorporate by reference, or your violation of any law or the rights of a third party, your act or omission that causes CENTROPIX to violate applicable law, or any mishandling of Confidential Information. This provision shall survive the termination of the Agreement.

19. Force Majeure

Neither party shall be deemed in default of the Agreement to the extent that performance of its obligations is delayed or prevented by reason of any act of God, fire, natural disaster, accident, riot, act of government, shortage of materials or supplies, or any other cause beyond such party's reasonable control; provided that the non-performing party gives reasonably prompt notice under the circumstances of such condition to the other party.

20. Cancellations

You may request a refund on your enrollment fee if it's done within three (3) business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within thirty (30) calendar days following receipt by the seller of your cancellation notice. To cancel this transaction, mail or deliver written notice to CENTROPIX submitting a ticket through the CENTROPIX Business Backoffice (BBO) , not later than midnight of the three (3) business day following the date of this AFFILIATE Agreement. Thereafter, you have a right to cancel this AFFILIATE Agreement (without refund) at any time, regardless of reason. Cancellation must be submitted in writing to CENTROPIX via submitting a ticket through the CENTROPIX Business Backoffice (BBO) .

A Montana resident may cancel this AFFILIATE Agreement within fifteen (15) days from the date of enrollment and may return his or her starter kit for a full refund within such time period. Additionally, all Montana residents are entitled to a twelve-month refund on all unsold inventory and sales aids in the event of resignation or termination.

A Maryland resident may cancel this AFFILIATE Agreement for any reason within three (3) months after the date of receipt of goods or services first ordered; upon cancellation, CENTROPIX shall repurchase the products, as long as they are in resalable condition; and the repurchase price shall be at least 90% of the original price paid by the AFFILIATE.

Louisiana, Massachusetts and Wyoming residents: Should you cancel your AFFILIATE Agreement, CENTROPIX will refund 90% of your purchase price for any renewal fees you have incurred during the current year upon receipt of your written request.

21. Submission of W-9 Form

You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-MISC form electronically. CENTROPIX reserves the right to use a third-party service provider for that purpose. CENTROPIX will require the AFFILIATE to provide a duly executed W-9 Form, and similar such information, as a condition precedent to payment of any commissions, and CENTROPIX shall have the right to withhold any payment in case of a failure to timely provide CENTROPIX with the W-9 Form. You certify that:

- The number shown on any tax forms sent by CENTROPIX shows your correct SSN or EIN; and
- You are not subject to backup withholding; and
- You are a U.S. citizen or U.S. Resident with an SSN or EIN.

22. Miscellaneous

- *Entire Agreement:* This AFFILIATE Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of the Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and CENTROPIX and supersedes any prior agreements, understandings and obligations between you and CENTROPIX concerning the subject matter of your contract with CENTROPIX. Any promises, representations, offers or other communications not expressly set forth in the Agreement are of no force or effect.
- *Severability:* If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.
- *Waiver:* Failure or neglect by CENTROPIX to enforce any of the provisions of the Agreement shall not be construed or deemed a waiver of its rights nor shall this affect the validity of the whole or any part of the Agreement, nor prejudice CENTROPIX's rights to take subsequent action.
- *Assignment:* You may not assign the Agreement without CENTROPIX USA's prior written approval. Any attempt to transfer or assign any rights under the Agreement without the prior written approval by BMEER renders the Agreement voidable at the option of CENTROPIX and may result in termination of your distributorship. CENTROPIX may assign the Agreement without your consent. If you do not accept the transfer or

assignment, you may provide written notice that you wish to terminate this Agreement, and the termination will become effective immediately.

Pay Plan

CENTROPIX USA LLC ("CENTROPIX USA" or "CENTROPIX") announces our Pay Plan, which is used to reward our CENTROPIX family of Independent CENTROPIX Distributors ("AFFILIATES") for their sales efforts on behalf of CENTROPIX. CENTROPIX offers individuals the opportunity to sell CENTROPIX products to others, and simply requires the potential AFFILIATE to complete and submit the online AFFILIATE Agreement to CENTROPIX and pay the enrollment fee.

The CENTROPIX business has an incredible level of potential now and for future growth. Our goal is to establish a solid customer base throughout the United States. AFFILIATE's main goal is to generate a personal customer base (outside of their sales organization). Obtaining customers is the goal of all CENTROPIX AFFILIATES. For purposes of this Agreement, "customer" means an individual who is purchasing the CENTROPIX device for personal use and who does not participate in the Pay Plan.

CENTROPIX operates in the direct selling industry with a focus on direct sales to end users, using network marketing to make such sales. Once an SUPERVISORs application has been accepted and the AFFILIATE meets the initial requirements necessary for qualification, he or she will be eligible to earn commissions as outlined below. Additionally, when the AFFILIATE has been accepted by CENTROPIX , an online computer entry is made which allocates the new AFFILIATE one position in the structure of that AFFILIATE's mentor.

CENTROPIX's Pay Plan offers multiple ways of compensating our AFFILIATE family. Commissions are earned from sales of the CENTROPIX products by AFFILIATES. There is never a commission earned for the recruitment of any AFFILIATE.

1. AFFILIATE Enrollment

Once the new AFFILIATE has completed the enrollment process, his or her personal CENTROPIX replicated website will be activated upon registering in the CENTROPIX Business Backoffice (BBO).

2. Enrollment Fees

The current enrollment fee for an AFFILIATE is \$280.00, which covers the cost of CENTROPIX providing CENTROPIX Online Certification, Business Backoffice (BBO), the AFFILIATE's retail webpage and related documentation and support.

3. Annual Fees

After the first year of enrollment, the AFFILIATE shall pay a non-refundable annual fee of \$149 on every anniversary of the Affiliate enrollment date, which covers administrative and technology costs associated with the development and maintenance of CENTROPIX's online platforms and back office services. CENTROPIX shall have the right to change the annual fee in its sole discretion at any time by providing notice of such change to the distributors directly affected by such change. Failure to pay the Annual Fee will result in termination of an AFFILIATE's distributorship and any points, status and teams, and the AFFILIATE loses their right to sell CENTROPIX products, enrolling other Affiliates in the program and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the AFFILIATE's former business. The Affiliate has 30 calendar days to renew his/her Affiliate business. Short of doing that, terminations are final and the account cannot be restored. Should the AFFILIATE decide to re-enroll at a later date the AFFILIATE will be required to a new registration and incur the signup fee again.

4. Qualification Requirements

No feature of the CENTROPIX opportunity constitutes a personal purchase requirement to become an AFFILIATE, move up in rank or otherwise fully participate in the Pay Plan. The Pay Plan is built on retail sales to customers. CENTROPIX recognizes that TRAINEES may wish to purchase one of the products for personal or family use or generate a Retail Sale for Initial Qualifications of the Pay Plan. Pursuant to CENTROPIX's Terms and Conditions and Policies & Procedures, the purchase of products primarily as an attempt to qualify for advancement in the Pay Plan is not permitted. AFFILIATES are prohibited from representing that there is any obligation to personally purchase products, literature or sales aids to join, move up in rank or earn commissions and bonuses under the Pay Plan.

a) Qualification for TRAINEE

The CENTROPIX entry position is an Independent CENTROPIX Distributor Trainee ("TRAINEE"). This position allows a person to become an Affiliate with CENTROPIX and to engage the CENTROPIX opportunity (that is, to start making sales to customers and to build a business) without purchasing a product. If an AFFILIATE does not make the optional product purchase at the time of agreeing to this AFFILIATE Agreement, he or she is classified as a TRAINEE.

b) Qualification for AFFILIATE

To become a new Brand Partner a TRAINEE must have one individual retail sale equaling a minimum of 200 PSVP (as defined below). This sale constitutes either a retail sale to a customer or an "optional personal product purchase". Those points allows the TRAINEE to become a

Qualified Brand Partner with the ability to start earning commissions on sales to customers or enrolling TRAINEEs and/or AFFILIATEs to build a CENTROPIX business, if they choose to do so.

The case of the applicant who elects to make the optional purchase at the same time as becoming a distributor, their personal purchase would be considered the “first sale” at which point the applicant becomes an AFFILIATE.

Once a TRAINEE has made the first retail sale to a customer or opted for a personal purchase, then the TRAINEE will be fully participating in the CENTROPIX Pay Plan as an AFFILIATE BRAND PARTNER. This sale creates equality for all, whether or not a person purchases a CENTROPIX device right away and signs up as a Brand Partner or a person elects to become a TRAINEE first, and then purchases product(s) later, if ever.

5. Timing of Qualification

The date of qualification for the next rank advancement for TRAINEEs, AFFILIATEs, BRAND PARTNERs, SUPERVISORs and TEAM LEADERs is the next business day once the qualifying sale has been duly processed by CENTROPIX.

Any management qualification GROUP DIRECTOR (GD), REGIONAL DIRECTOR (RD), NATIONAL DIRECTOR (ND) and GLOBAL AMBASSADOR (GA) will take effect on the first day of the month following the qualifying sale. CENTROPIX will verify that the qualifying sale is bona fide and reserves the right to reverse any rank advancement that does not meet the criteria set forth herein.

6. Payout of Compensation

a) Commissions

Commissions are paid out twice a month. The first commission period is from the 1st of each month through the 15th, and the second commission period is from the 16th of each month through the month's end. All compensation payments are made via eWallet, a service accessible from the CENTROPIX Business Backoffice (BBO) that is operated by a third-party service provider. Commissions for the first month's commission period are paid out to eWallet on or before the 20th of the month, and commissions for the second month's commission period are paid out to eWallet on or before the 5th of the next month.

b) Promotion Bonuses and Revenue Sharing Bonus Pool (RSBP)

All bonuses will be paid monthly on the 15th of each month (payout by the 20th) in arrears of the qualifications in the previous calendar month.

c) Fraud

CENTROPIX reserves the right to review any commissions paid to any AFFILIATE. If CENTROPIX or any of its third-party service providers such as credit card processors, payment gateways or the credit card companies, determine that a transaction was fraudulent, CENTROPIX will retract

paid commissions (Charge-Backs) or offset them against commissions to be paid out in the future as well as other means for Centropix to get reimbursed.

7. Academies

CENTROPIX Academies are training programs that occur several times per month in multiple locations nationwide and/or Online. The AFFILIATE shall complete a basic CENTROPIX Academy training within one hundred eighty (180) days of enrollment with CENTROPIX. Failure to attend will result in reverting to a customer status. The effect of such a termination is (i) the CENTROPIX Business Backoffice (BBO) and retail webpage will be deactivated, preventing any further business as an AFFILIATE; (ii) any points, status and teams that the AFFILIATE may have accrued will be lost; and (iii) forfeiture of the sign-up fee (no refunds). Terminations are final and if the person wishes to join CENTROPIX again at a future date, they will have to sign up as a new AFFILIATE and incur the original signup fees at the time of sign up. The AFFILIATE may re-enroll under the same sponsor immediately or incur a six month wait period.

8. Pay Plan Overview

The following overview represents the AFFILIATE Ranks available in CENTROPIX's Pay Plan with the requirements and commissions associated with each position.

For purposes of this Pay Plan, "PSVP" is Personal Sales Volume Points, which means a point system that is directly reflective of the personal sales produced by an individual. For PSVPs that are earned for the sale of each product, please refer to the Product Pricing and Sale Points document available in the CENTROPIX Business Backoffice (BBO) or on the Webshop.

A. QUALIFICATIONS AND COMMISSIONS

Independent CENTROPIX Distributor Trainee (TRAINEE)

- Execution of this AFFILIATE Agreement and the payment of the then-current enrollment fee.
- Must complete a CENTROPIX Academy.
- An TRAINEE can only sell to a customer. There are no points, commission dollars accrued to this position.
- A sale is required to advance from the position of an TRAINEE to AFFILIATEJ. The entire commission will be paid to TRAINEE's sponsoring mentor.
- The TRAINEE may also make a purchase of a CENTROPIX product with a minimum of 1,000 PSVP and qualify to be an AFFILIATEJ.
- The new TRAINEE has a twelve (12) month period from the time of sign up to acquire the minimum 1,000 PSVP. If this minimum has not occurred, the AFFILIATE status is lost and reverts to a customer status.

Independent CENTROPIX Distributor Junior (AFFILIATEJ)

- Has acquired 1,000 PSVP.
- Earns 17% commission on personal sales.
- Earns 8% commission on sales generated in the first Tier.
- Earns 3% commission on all sales generated in the second Tier.
- Must complete a CENTROPIX Academy within the required time allotment.

Independent CENTROPIX Distributor Senior (AFFILIATES)

- Has acquired 5,000 PSVP.
- Earns 25% commission on personal sales.
- Earns 8% commission on sales generated in the first Tier.
- Earns 3% commission on all sales generated in the second Tier.

Group Leader (GL)

- A minimum of twenty (20) AFFILIATEJs or above in the first and second Tier, comprised of the following minimums:
 - 1. Five (5) AFFILIATES or above who are personally enrolled (on the first Tier); and
 2. Fifteen (15) AFFILIATEJs or above on first and/or second Tier.
- Earns 25% commission on personal sales.
- Earns 8% commission on sales generated in the first Tier.
- Earns 3% commission on sales generated in the second Tier.
- Earns 1.5% commission on sales generated in all Tiers (as well as all personal sales).
 1. If a GL in a first generation develops in a Leg, the originating GL will no longer receive the 1.5% commission in that Leg from the first generation down.

Team Manager (TM)

- Must have a minimum of eight (8) AFFILIATES or above (on the first Tier), and one (1) GL in either the first or second Tier. If an SUPERVISORS advances to a GL on the first Tier, the GL will continue to count as one of the eight minimum required AFFILIATES.
- Earns 25% commission on personal sales.
- Earns 8% commission on sales generated in the first Tier.
- Earns 3% commission on sales generated in the second Tier.
- Earns 3% commission on sales generated in all Tiers.

Organization Manager (OM)

- Must have met the qualifications of a TM and have a minimum of one (1) Team Manager or above in the Organization.
- Earns 25% commission on personal sales.
- Earns 8% commission on sales generated in the first Tier.

- Earns 3% commission on sales generated in the second Tier.
- Earns 2% commission on all sales generated under a Team Manager in a Leg (including personal sales).
- Earns 3% commission on sales generated in all Legs without a Team Manger in a Leg (including personal sales). If a second-generation TM develops, the 2% commission is not paid on the second generation and down.

Organization Director (OD)

- Must have one (1) Team Manager or above in three (3) individual Legs.
- Earns 25% commission on personal sales.
- Earns 8% commission on sales generated in the first Tier.
- Earns 3% commission on sales generated in the second Tier.
- Earns 3% commission on sales generated in all Tiers without a Team Manager in the Leg (including personal sales).
- Earns 2% commission on sales generated down to the first-generation OD.

Organization Director Plus (OD+)

- Must have one (1) Organization Director (OD) in a Leg and one (1) additional Team Managers in two (2) separate Legs.
- Earns 25% commission on personal sales.
- Earns 8% commission on sales generated in the first Tier.
- Earns 3% commission on sales generated in the second Tier.
- Earns 3% commission on sales generated in all Tiers without a Team Manager (including personal sales).
- Earns commissions as follows when there is an OD present in a Leg:
 - 2% commission on sales generated down to the first-generation OD;
 - 1% commission on sales generated by the first-generation OD;
 - 0.75% commission on sales generated by the second-generation OD;
 - 0.50% commission on sales generated by the third-generation OD;
 - 0.25% commission on sales generated by the fourth-generation OD.

Pay Plan Details

COM MISSIONS	Independent CEN TRO PIX Distributor Train ee (TR AINEE)	Independent CEN TRO PIX Distributor Junio r (AFFI LIAT EJ)	Independent CEN TRO PIX Distributor Senio r (AFFI LIAT ES)	Group Leader (GL)	Team Mana ger (TM)	Orga nizat ion Man ager (OM)	Orga nizat ion Dire ctor (OD)	Orga nizat ion Dire ctor+ (OD +)
Condi tions (descrip tions are for conveni ence only; for exact qualifi cations see above)	Payme nt of enroll ment fee	1,000 PSVP	5,000 PSVP	Min. 20 AFFILIAT EJAFFILI ATES in 1st & 2nd Tier (1st Tier: at least 5 SUPERVIS ORS with 5,000 PSVP)	Min. 8 SUPE RVIS ORS in 1st Tie r, plus one (1) GL or above in either the first or second Tier	Min. 1 Team Mana ger in Organ ization	Min. 3 Team Mana gers or above Legs	1 OD Leg and at least 2 TMs or above Legs
Persona l Sales	-	17%	25%	25%	25%	25%	25%	25%
Sales in first Tier	-	8%	8%	8%	8%	8%	8%	8%
Sales in second Tier	-	3%	3%	3%	3%	3%	3%	3%
Commi ssions from all sales in	-	-	-	1.5%	3%	3%	3%	3%

COM MISSIONS	Independent CEN TRO PIX Distributor Train ee (TR AINEE)	Independent CEN TRO PIX Distributor Junio r (AFFI LIAT EJ)	Independent CEN TRO PIX Distributor Senio r (AFFI LIAT ES)	Group Leader (GL)	Team Mana ger (TM)	Orga nizat ion Man ager (OM)	Orga nizat ion Dire ctor (OD)	Orga nizat ion Dire ctor+ (OD +)
Organization								
Commi ssion from first generati on TM Gro up	-	-	-	-	-	2%	-	-
Commi ssion down to first generati on OD Gro up	-	-	-	-	-	-	2%	2%
Commi ssion from first generati on OD Gro up	-	-	-	-	-	-	-	1%
Commi ssion from	-	-	-	-	-	-	-	0.75 %

COM MISSIONS	Independent CEN TROPIX Distributor Trainee (TRAINEE)	Independent CEN TROPIX Distributor Junior (AFFILIATEJ)	Independent CEN TROPIX Distributor Senior (AFFILIATES)	Group Leader (GL)	Team Manager (TM)	Organization Manager (OM)	Organization Director (OD)	Organization Director+ (OD+)
second generation OD Group								
Commission from third generation OD Group	-	-	-	-	-	-	-	0.5%
Commission from fourth generation OD Group	-	-	-	-	-	-	-	0.25%

B. PROMOTION BONUS

In addition to the commissions, CENTROPIX shall pay the promotion bonuses as set forth below. Promotion bonuses are based on Qualifying Sales only (see definition below).

Group Leader (GL)

Volume Calculation:

- When a GL achieves 5,000 Qualifying Sales points in a given calendar month in Open Group Volume, whereby no more than 95% are generated from one Leg, he or she is eligible to earn:

Bonus Payout:

- a 2% bonus on all Qualifying Sales generated in the Organization with no GL present in a Leg.

AND/OR

Volume Calculation:

- When a GL achieves 5,000 Qualifying Sales points in a given calendar month in their Organization where a GL is present in the first generation in a Leg, whereby no more than 95% are generated from one Leg, he or she is eligible to earn:

Bonus Payout:

- a 1% bonus on all Qualifying Sales generated by the first-generation GL Group.

Team Manager (TM)

Volume Calculation:

- When a TM achieves 15,000 Qualifying Sales points in a given calendar month in the Open Team Volume, whereby no more than 95% are generated from one Leg, he or she is eligible to earn:

Bonus Payout:

- a 4% Group Bonus on all Qualifying Sales generated in the Open Team Volume.

Organization Manager (OM)

Volume Calculation:

- When an OM achieves 15,000 Qualifying Sales points in a given calendar month in the Open Team Volume, whereby no more than 95% of the 15,000 Qualifying Sales points are generated from one Leg, the OM is eligible to earn:

Bonus Payout:

- a 4% Group Bonus on all Qualifying Sales generated in the Open Team Volume;

OR

Volume Calculation:

- When an OM achieves 25,000 Qualifying Sales points in a given calendar month in the Organization, whereby no more than 95% are generated from one Leg, the OM is eligible to earn:

Bonus Payout:

- a 4% Group Bonus on all Qualifying Sales generated in the Organization with no TM or above present in that Leg; and
- a 1% Organization Bonus on all Qualifying Sales generated in a Leg where there is a TM or OM in the first generation; and
- a 1% Organization Bonus on all Qualifying Sales generated in a Leg where there is a TM or OM in the second generation.

Organization Director (OD) and Organization Director Plus (OD+)

Volume Calculation:

- When an OD or OD+ achieves 15,000 points in a given calendar month in the Organization where no TM is present in a Leg, whereby no more than 95% are generated from one Leg, the OD or OD+ is eligible to earn:

Bonus Payout:

- a 4% Group Bonus on all Qualifying Sales generated in the Organization where no TM or above is present in that Leg;

OR

Volume Calculation:

- When the OD or OD+ achieves 25,000 points in a given calendar month in the Organization where no OD is present in a Leg, whereby no more than 95% are generated from one Leg, the OD or OD+ is eligible to earn:

Bonus Payout:

- a 4% Group Bonus on all Qualifying Sales generated in the Organization where no TM or above is present in that Leg; plus
- a 1% Organization Bonus on Open Team Volume and on all Qualifying Sales generated in a Leg where there is a TM or above in the first generation.

OR

Volume Calculation:

- When the OD or OD+ achieves 100,000 points in a given calendar month in the Organization where no OD is present in a Leg, whereby no more than 95% of the 100,000 points are generated from one Leg, he or she is eligible to earn:

Bonus Payout:

- a 4% Group Bonus on all Qualifying Sales generated in the Organization where no TM or above is present in that Leg; plus
- a 1% Organization Bonus on all Qualifying Sales generated in a Leg where there is a TM or above in the first generation and all Qualifying Sales to the next OD; plus
- a 1% Extended Organization Bonus on all Qualifying Sales generated in a Leg where there is a TM or above in the first generation and all Qualifying Sales to the next OD; plus
- a 2% Extended Organization Bonus on all Qualifying Sales generated in a Leg where there is an OD or above in the first generation.

Promotion Bonus Details

Ranks for Bonus	Monthly Qualification		GL	TM	OM	OD and OD+	Bonus Type
	Group Source	Group Points	Percent	Percent	Percent	Percent	
GL - 0 generation	GL - 0 generation	≥5000*	2%	-	-	-	Group Bonus
GL - 1st generation			1%	-	-	-	
TM - 0 generation	TM - 0 generation	≥15000*	-	4%	4%	4%	
TM - 1st generation	TM - 0 generation and TM 1st generation	≥25000*	-	-	1%	-	Organization Bonus
TM - 2nd generation			-	-	1%	-	

OD - 0 generation	OD - 0 generation	>= 25000*	-	-	-	1%	Extended Organization Bonus
OD - 0 generation minus TM - 0 generation		>= 100000*	-	-	-	1%	
OD - 1st generation			-	-	-	2%	
* No more than 95% of the stated Group Points can be generated from one Leg (as well as all personal sales)							

Definitions of Terms

PSVP: Personal Sales Volume Points. These are points that can be achieved by selling or buying or enrolling other affiliates.

KAFKA: 1000 PSVP

5G: 750 PSVP

EGG: 250 PSVP

PRO-PACK: 2000 PSVP

Tiers: aka "levels"

Team: aka "legs"

0 generation = A position that begins with the originating distributor where there is no Blockage in any Leg, down to, but not including, the first distributor of the same rank or above in that Leg.

1st generation = A position that begins with the first distributor of a specified rank in a Leg, down to, but not including, the second distributor of the same rank or above in that Leg.

2nd generation = A position that begins with the second distributor of a specified rank in a Leg, down to, but not including, the third distributor of the same rank or above in that Leg.

Group = All SUPERVISORS under a specific ranked AFFILIATE.

Qualifying Sales = Any sale by an AFFILIATE until the achievement of 5,000 PSVPs in the originating AFFILIATE's Organization (before the AFFILIATE's advancement to SUPERVISORS rank).

Leg= Segment of an Organization where SUPERVISORS are developed by the originating AFFILIATE.

Organization = All distributors enrolled in the originating AFFILIATE's genealogy.

Tier = Ranks of the Organization starting with 1 to infinity. Tier 1 is considered direct to the originating AFFILIATE.

Team: All Distributors under a TM/OM excluding anyone under an OD.

Team Volume: All volume under a TM/OM.

Open Group Volume = All volume under a Group Leader, excluding any volume under another Group Leader.

Open Team Volume = All volume under a TM/OM excluding any volume under another TM.

Organization Volume = All volume under an OD/OD+.

Open Organization Volume = All volume under an OD/OD+.

Qualification for CENTROPIX Pay Plan

Centropix Pay Plan is very unique in the industry in such that affiliate has the opportunity to qualify for each product category offered by CENTROPIX either by personal purchase or a retail sale.

Every product has its own category for which a REPRESENTATIVE has to qualify in order to earn commissions from the sale on that particular category.

Example. CENTROPIX offers so far four products:

Affiliate John Smith buys or sells a KAFKA, he is now eligible to earn commissions only on the sales of the KAFKA device within his/her own organization, and the upline will earn commission if themselves were qualified with the KAFKA device.

Affiliate Mary Smith buys or sells a 5G, she is now eligible to earn commission only on the sales of the 5G within her own organization, and the upline will earn commission if themselves were qualified with the 5G device.

Affiliate John Doe buys or sells an EGG, he is now eligible to earn commission only on the sales of the EGG within his own organization, and the upline will earn commission if themselves were qualified with the EGG device.

Affiliate Jane Doe buys or sells a PRO-PACK, she is now eligible to earn commission on ALL THREE sales categories within her own organization, and the upline will earn the appropriate commissions based on the product categories that they are qualified for. If they are not qualified, the computer will search until it finds the first such qualified representative (upline).

Every time CENTROPIX introduces a new product category, representatives will have to be commissioned qualified either through their own purchase of the new product category or a retail sale.

(Insert diagram)

Let's assume that John Smith enrolled Mary Smith who enrolls John Doe. John Smith cannot qualify for commission for the 5G or the EGG.

Centropix Ranks

Trainee: is a CENTROPIX representative that has purchased a CENTROPIX representative kit but has not purchased a product nor sold a product to a customer at retail. He/she is not Pay Plan qualified

Affiliate: is the first rank within CENTROPIX pay plan as a commission qualified representative. Meaning they have either purchased their own product or they have made a retail sale to an end-user/customer. 1000 PSVP

Brand Partner: is the second rank within CENTROPIX pay plan. An affiliate representative that has achieved an additional 2000 PSVP.

Supervisor: is the third rank within CENTROPIX pay plan as a commission qualified representative. A supervisor representative that has achieved an additional 2000 PSVP. (Cumulative 4000 PSVP)

Notes...

The above levels can be achieved at any time and are based on cumulative points.

Team Leader: is the fourth rank within CENTROPIX pay plan. They need five separate supervisors team within the first two tiers.

Group Director: is the fifth rank within CENTROPIX pay plan. They need eight separate teams. Seven separate supervisor teams within the first two tiers, plus one team leader at any tier.

Regional Director: is the sixth rank within CENTROPIX pay plan. They need two group director teams out of the eight active teams in any tier.

National Director: is the seventh rank within CENTROPIX pay plan. They need three separate group director teams in any tier out of the eight active teams.

Global Ambassador: is the eighth rank within CENTROPIX pay plan. They need five separate group director teams in any tier out of the eight active teams.

