

Qyral, LLC Policies & Procedures

The Agreement: The Agreement includes all legal documents that govern the relationship, policies, and terms with Qyral, LLC and the Independent Consultant. The Consultant Enrollment Agreement, Policies & Procedures, Business Entity, and Leader Addendum are all considered part of The Agreement. They are considered terms and conditions that govern the contractual relationship between Qyral, LLC referred to as “Qyal” or “Company” and the Independent Qyral Consultant referred to as an Independent Contractor, called “Consultant”. The Agreement also includes the Qyral Compensation Plan, which outlines how an Independent Consultant earns commissions. The Agreement may be amended as needed at the Company’s discretion.

The following outlines terms, procedures, and policies for your Qyral Business -

- 1. Independent Contractor Status:** Consultants are independent contractors and not employees, legal representatives, or franchisees of Qyral. Consultants are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long-distance telephone, and other business expenses. **Independent Contractors SHALL NOT BE TREATED AS QYRAL EMPLOYEES FOR FEDERAL OR STATE TAX PURPOSES.** Qyral is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Consultant compensation. Consultants are not entitled to workers’ compensation or unemployment security benefits of any kind from Qyral. In all written, graphic, or digital material used for Qyral business purposes, Consultants must represent themselves as Independent Consultants. In verbal conversations with prospects, Consultants must introduce themselves as Independent Qyral Consultants. Consultants shall not lead anyone to believe that they are employees of Qyral.
- 2. Enrollment:** The Consultant agrees to remit a non-commissionable enrollment fee of \$89.00, (or less depending on the enrollment option), for establishing the Consultant’s business account and access to a suite of digital business resources. The Consultant must provide a valid Social Security Number or current US Work Visa to enroll. Failure to provide the required information may result in termination of the Agreement and/or the suspension of any payments or Commissions due under the current Compensation Plan until a valid Social Security Number or US Work Visa is provided.
- 3. Income Taxes:** As an independent contractor, you are responsible for paying local, state, and federal taxes on any income generated as a Qyral Consultant. Every year, Qyral will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over \$600 in the previous calendar year. To facilitate this reporting, you must provide Qyral with your Social Security Number, Employer Identification Number, or Taxpayer Identification Number as appropriate.
- 4. Adherence to the Agreement:** Consultants must comply with The Agreement and the Company’s terms, procedures, and policies. If you do not, then it is your sole recourse to notify the Company and cancel your Consultant Agreement. Failure to cancel constitutes your acceptance of the Policies & Procedures. You must be in good standing, and not in violation of The Agreement to be eligible for earnings through the current Qyral Compensation Plan.

- 5. Amendments to the Agreement:** The Company reserves the right to amend The Agreement at its discretion. Amendments shall be effective 30 days after notice and publication of the amended terms or policies. A copy of the current Policies & Procedures is posted in the Consultant's Virtual Back-Office. Amendments shall not apply retroactively to conduct that occurred before the effective date of the amendment. If you do not agree to any amendments, your sole recourse is to cancel your Consultant account.
- 6. Ethical Business Practices.** Consultants shall always conduct their Qyral business in a manner that reflects favorably at all times on the Qyral products, services, opportunity, name, and brand. The Consultant shall not engage in deceptive, misleading, or unethical conduct or practices that are or might be detrimental to Qyral, the products, or services. The Consultant shall comply with all laws, rules, regulations, and governmental requirements applicable to the operation of her/his independent Qyral business and the performance of her/his obligations under this Agreement, including the marketing, promotion, and sale of Qyral products and services. In addition, the Consultant shall: (i) not publish or use any misleading or deceptive advertising material regarding Qyral; (ii) not make any statements, representations, guarantees, or warranties regarding the products that are inconsistent with those set forth in Qyral product packaging or marketing materials (whether with regard to prices, quality, performance, standards, grades, contents, style or model, place of origin, availability, or otherwise); (iii) not distribute the Qyral products or services outside of Qyral's suite of business tools; (iv) not alter or modify any Qyral branding/packaging, or take any action that affects or could affect the appearance, quality, content, or performance of any Qyral product; (v) not place orders for the sole purpose of achieving a title, Rank, incentive, award, or bonus; (vi) not sell the Qyral products, services or business through any online third party marketplaces such as Amazon.com, Walmart.com, eBay or any similar sites; and (vii) not make any online postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Qyral or any third party.
- 7. Sales in Authorized Countries Only:** Consultants may only operate a Qyral business or engage in Qyral business activities in countries in which Qyral is authorized to conduct business. Due to legal and tax considerations, Qyral products and services purchased in the United States cannot be delivered or sold in any foreign country for resale.
- 8. One Account Per Consultant:** A Consultant may hold only a single account under a single Sponsor. A Consultant may not be a party to more than one Independent Consultant Agreement. There may be more than one Consultant per household. Each Consultant shall operate as a standalone unit and each account is meant to represent that single Independent Contractor.
- 9. Conflicts of Interests:** If a Consultant is engaged in another direct selling program or business, it is the responsibility of the Consultant to ensure that their Qyral business is operated entirely separate and apart from all other businesses and/or direct selling programs. To this end, the Consultant must not display Qyral promotional materials, sales aids, or products with or in the same location as, any

non-Qyral promotional material or sales aids, products, or services. Except for Qyral-branded group or business pages used to promote Qyral products, services, or opportunity, Consultant's social media accounts are exempt from this policy. However, Qyral can evaluate requests on a case-by-case basis because some products or services are complementary and will be allowed to be displayed side by side with Qyral products.

- 10. Assignment of Rights and Delegation of Duties:** Consultants may not assign any rights under the Agreement without the prior written consent of Qyral. Any attempt to transfer or assign the Agreement without the express written consent of The Company renders the Agreement voidable at the option of Qyral and may result in the termination of The Agreement.
- 11. Waiver:** A waiver by either party of any breach of The Agreement must be in writing and signed by an authorized agent of the party against which the waiver is asserted. Any waiver of a breach by a party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.
- 12. Waiver of Right of Publicity:** Consultants grant Qyral an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Consultants waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.
- 13. Term and Renewal of the Agreement:** The Agreement is on a month-to-month basis. A Consultant may cancel The Agreement at any time and for any reason. To continue as a Consultant beyond the initial term of this Agreement (unless the Consultant has been terminated), Consultants renew The Agreement each time they log into their virtual back office, accept a customer order or a commission payout, and/or pay their monthly \$8 technology fee.

Qyral reserves the right to terminate the Consultant Agreement and will give a 30 days' notice if the Company elects to (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Qyral also reserves the right to terminate the Consultant Agreement with the distributor who violates any of its policies, fails to pay their technology fee, meet the activity requirements, or defaults payment on their own personal customer order.

A participant in the Qyral Independent Consultant program has a right to cancel at any time, regardless of reason: Cancellation must be submitted in writing to the company via email from the email account Qyral has on file for the Consultant. Resignation requests must be submitted to care@qyral.com.

- 14. Consultant Enrollment Cancellation Rights:** Newly enrolled Consultants have five business days to cancel their enrollment contract (Consultant Agreement) and obtain a full refund minus any product purchases. Residents in North Dakota aged 65 and over have 15 days to cancel and receive a full refund. To cancel, you must email within the date specified above to care@qyral.com.
- 15. General Conduct:** Consultants shall safeguard and promote the good reputation of Qyral and its products, and must avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices. Consultants agree that they shall exhibit high moral character in their personal and

professional conduct. Consultants shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, and the following list is not a limitation on the standards of conduct to which Consultants must adhere under this section, the following standards specifically apply to Consultant's activities:

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

16. Social Media: In addition to meeting all other requirements specified in these Policies & Procedures, should a Consultant utilize any form of social media in connection with their Qyral business, including but not limited to blogs, Facebook, TikTok, LinkedIn, YouTube, or Pinterest, the Consultant agrees to each of the following:

- **Before promoting Qyral services or business opportunities on social media, Consultants must first go through the product and income claims compliance training on Qyral's training app.**
- Consultants are responsible for the content of all material that they produce and all their postings on any social media site, as well as all postings on any social media account that they own, operate, or control. The content of this material must align with the Qyral Brand Standards posted in the Resource Library section of the Consultant Back Office.
- Consultants shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media posting must link only to the Consultant's Qyral replicated website, Qyral's corporate website, or an official Qyral corporate social media page.
- It is each Consultant's responsibility to follow the social media site's terms of use.
- During the term of this Agreement and for 12 calendar months thereafter, a Consultant may not use any social media account on which they discuss or promote, or have discussed or promoted, the Qyral business or Qyral's products to solicit directly or indirectly anyone for another direct selling or network marketing program before removing all mention of Qyral from social media account (collectively, "direct selling").
- During the term of The Agreement and for six (6) calendar months after the cancellation of a Consultant's business for any reason, a Consultant shall not take any action on any social media account or page on which they discuss or present or have discussed or presented, Qyral's products or the Qyral business that may reasonably be foreseen to draw an inquiry from Qyral's Consultant s relating to the Consultant's other direct selling business activities or products. Violation of this

provision shall constitute a violation of the non-solicitation provision.

- If a Consultant creates a business page on any social media site that promotes or relates to Qyral, its products, or opportunities, the page may not promote or advertise the products or opportunities of any network marketing business other than Qyral and its products. If the Agreement is canceled for any reason or if the Consultant becomes inactive, the Consultant must deactivate the business page.
- Consultants shall respect the privacy of other social media users. Consultants shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections, shaming, or bullying others.

17. Earnings Claims. Consultants shall not make any earnings claims or representations in connection with promoting Qyral as a business or income opportunity except as specifically outlined in materials published by Qyral. The Consultant acknowledges that the Company does not pay any compensation for enrolling other Consultants. Compensation is earned as outlined in the Qyral Compensation Plan.

18. Consultant Web Sites and Mobile Apps: Consultants may create their own blogs or websites (“websites”) to promote their Qyral business, products, and services. Such websites may only be used to offer information about Qyral products, services, and opportunity. No product sales or Consultant enrollments may be processed at such websites. Products and services and new enrollments may only be sold or promoted, at: (i) the official Company website, (ii) Qyral-supplied replicated websites, and (iii) official Company mobile apps (if applicable). Prohibited online forums for the sale of Qyral products and the enrollment of Qyral Consultants include, but are not limited to, Consultant s’ personal websites, online retailers (e.g., Amazon) online auctions (e.g., eBay), and classified listings (e.g., Craigslist). If a Consultant wishes to create her own website to promote the Company products and/or the Qyral opportunity, the Consultant must comply with the following:

- a) The Consultant may create only one (1) such website.
- b) The website may not take and/or process product or service orders, sales, or enrollments.
- c) The website must be directed to the Consultant’s Qyral replicated website to process sales and/or enrollments.
- d) The website must clearly and conspicuously identify the Consultant who is operating the external website and must clearly and conspicuously disclose that they are an Independent Qyral Consultant and that the website is not Qyral’s corporate website. Websites that do not identify the Consultant who is the promoter of the site and/or that he/she is promoting Qyral’s services or the Qyral opportunity (so-called “blind” websites) are not permitted.
- e) Upon cancellation of a Consultant’s Qyral Agreement for any reason, the former Consultant must immediately remove the website from the internet.
- f) The website must comply with all provisions of these Policies & procedures.
- g) Before going live with an external website, the Consultant must submit a beta site to the Company for review and receive the Company’s written authorization to use the website. Following approval, any amendments to the website must also be submitted to the Company and receive written approval before going live.

The Company reserves the right to rescind approval for any approved external website, and Consultants waive all claims against Qyral, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

19. Sales Tools: Consultants must use only Qyral-approved sales aids, advertising, promotional materials, and marketing methods (collectively “Sales Tools”) when promoting the Qyral business or Qyral’s products or services. These materials are available in the Click Up Resource Library of the Consultant’s Back Office. Any attempt to create and sell Sales Tools to another Qyral Consultant will result in the suspension or termination of the offending Consultant’s independent replicated website and The Agreement.

20. Trademarks and Copyrights: The name “Qyral” and other names and logos as may be adopted by the Company are proprietary trade names, trademarks, and service marks of the Company. The Company grants Consultants a limited license to use its trademarks and trade names in promotional media for so long as the Consultant’s Agreement is in effect. Upon cancellation of a Consultant’s Agreement for any reason, the license shall expire, and the Consultant shall immediately discontinue all use of the Company’s trademarks and trade names. Under no circumstances may a Consultant use any of Qyral’s trademarks or trade names in any email address, website domain name, social media handle, or social media name or address.

Qyral commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events, Company executives, Consultants, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Consultants may not record company functions for any reason, whether such an event is live, a webinar, via conference call, or delivered through any other medium.

In addition, the Company produced Sales Tools, videos, audio, podcasts, and printed material is also copyrighted. Consultants shall not copy any such materials for their personal or business use without the Company’s prior written approval. The company will provide digital assets for the Consultant’s use in their back office.

21. Service-Related Establishments: Consultants may promote and sell Qyral products, services, and business opportunity in service-related establishments provided that the physical products are not displayed in the establishment. A service-related establishment is one whose primary revenue is earned by providing personal service rather than by selling products. Such establishments include hair salons, nail salons, esthetician salons, and spas; doctor offices, dentist offices, and other health professionals’ offices; health clubs or fitness centers; and any other business where customer use of the establishment is controlled by membership or appointment. Qyral reserves the right to make the final determination as to whether an establishment is service-related or is a proper place for the sale of its products and services.

22. Sales Outlets: To support the Company’s direct selling distribution channel and to protect the independent contractor relationship, Consultants agree that they will not physically sell Qyral products in any service-related establishment or any retail, wholesale, warehouse, or discount establishment, or any online retail, auction, or buy-sell site (including but not limited to Amazon, eBay, etc) without prior written approval from Qyral.

23. Trade Shows and Professional Expositions: Notwithstanding the restrictions outlined in the Trademarks & Copywrite Policy above, Consultants may display and promote Qyral products, services, and business opportunities at professional trade shows if the following requirements are adhered to -

- a) When registering to participate in such an event, a Consultant must clearly identify herself or himself as an “Independent Qyral Consultant on all trade show contracts and registration forms.
- b) Only one Consultant is permitted per trade show event. The first Consultant to register for a trade show event with the trade show sponsor or promoter shall be the only Consultant permitted to participate in and display at the trade show event. Before registering for a trade show event, it is recommended that Consultants check with the trade show promoter to determine if there already is another Consultant participating. Consultants may, if they wish team-up to jointly share and register a booth. The trade show booth must always be staffed for the duration of the trade show.
- c) Consultants may not share their booths with other businesses.
- d) Consultants participating in a trade show must comply with all state and local requirements regarding the collection and remittance of sales taxes for sales of products made at the trade show.

24. Charity Events: Consultants may participate in local charity events at their discretion. Only one Consultant should participate in such an event, although multiple Consultants may choose to team up with each other to join forces for such an event. When registering to participate in an event, the Consultant must identify herself or himself on all registration forms as an “Independent Qyral Consultant”.

25. Change of Sponsor: As a rule, Consultants may not change their Sponsors (the Consultant under whom they are enrolled). The only means by which a Consultant may change her/his Sponsor (the Consultant selected upon enrollment or the upline of the selected Sponsor in the event of termination of a sponsoring Consultant) is by voluntarily terminating the Agreement and remaining inactive as a Consultant for six (6) calendar months. The Consultant will lose all rights to her/his former Downline upon termination. Following the six- calendar month period of inactivity, the former Consultant may reenroll under a new Sponsor. Consultants may not entice other Consultants to leave their current line of sponsorship and join under a new Sponsor. In the event a Consultant improperly changes her/his Sponsor, Qyral reserves the sole and exclusive right to determine the final disposition of the Downline organization that was developed by the Consultant in her/his second line of sponsorship. Consultants WAIVE ALL CLAIMS AGAINST QYRAL, ITS OFFICERS, DIRECTORS, MEMBERS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM QYRAL'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A CONSULTANT WHO HAS IMPROPERLY CHANGED HER/HIS SPONSOR.

26. Sponsor Reassignment Exceptions: A Sponsor may release her/his team at any time for any reason. To do so, the Sponsor should email care@qyral.com with a letter of release. Qyral will decide whether the team reassignment will be effective immediately or on the 1st of the following month. Each team member will compress up to the next qualified Consultant. In the case when a Consultant feels that she/he is not compatible or comfortable with the assigned Sponsor, the new Consultant may request reassignment by emailing care@qyral.com within thirty (30) days of the original assignment. The Consultant requesting a Sponsor change may not select a new Sponsor. The Company will assign a new Sponsor based on those qualified to receive lead placements.

27. Waiver of Claims: In cases wherein, a Consultant improperly changes his/her Sponsor, Qyral reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Consultant in his/her second line of sponsorship. **DISTRIBUTORS WAIVE ANY AND ALL CLAIMS AGAINST Qyral, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT**

RELATE TO OR ARISE FROM Qyral’s DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A DISTRIBUTOR WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.

28. Income Claims: When presenting or discussing the Qyral opportunity or Compensation Plan to a prospect, Consultants may not make income projections, income claims, income testimonials, or disclose their Qyral income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other Qyral Consultant. Nor may Consultants make “lifestyle” income claims. A “lifestyle” income claim is a statement or depiction that infers or states that the Consultant can enjoy a luxurious or successful lifestyle due to the income they earn from their Qyral business. Examples of prohibited lifestyle claims include, but are not limited to, the following types of representations:

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

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

29. Compensation Plan and Program Claims: When presenting or discussing the Qyral compensation plan, you must make it clear to prospects that financial success in Qyral requires commitment, effort, and sales skills. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

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

The above are just examples of improper representations about the compensation plan and the Company’s program. You must not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Consultant without commitment, effort, and sales skill.

30. Product Claims: Consultants must not make claims, including but not limited to testimonials, about Qyral’s products or services that are not contained in official Qyral literature or posted on Qyral’s official website. Under no circumstances shall any Consultant state or imply that any Qyral products or services are useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

- 31. Non-solicitation:** Qyral Consultants are free to participate in other network marketing programs. However, during the term of this Agreement and for one year thereafter, a Consultant may not directly or indirectly recruit other Qyral Consultants for any other network marketing business. The term “Recruit” means the direct or indirect, actual, or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another Qyral Consultant to enroll or participate in another network marketing opportunity.
- 32. Multiple Network Marketing Businesses:** If a Consultant is engaged in another network marketing program, it is the responsibility of the Consultant to ensure that his or her Qyral business is operated entirely separately and apart from all other businesses and/or Network Marketing programs. To this end, the Consultant must not offer the Qyral opportunity, products, or services to prospective or existing customers or Consultants in conjunction with any non-Qyral program, opportunity, or products.
- 33. Poaching:** Consultants are prohibited from poaching prospects from other consultants. It is in poor taste to comment on another person’s post who is promoting Qyral products with the intent of recruiting the prospect to become your own customer or team member. Likewise, Consultants are not permitted to message followers making comments on Qyral Corporate social posts. Qyral’s marketing team follows up with followers commenting on their public posts.
- 34. Offering Incentives:** From time to time, The Company may offer specials to potential customers, or new consultants. Existing Consultants may share Qyral-run incentives with the public. We encourage Consultants to use the marketing materials provided to them by Qyral. Consultants are not permitted to run their own raffles, drawings, discounts, or other promotions for new consultant enrollments. To not create an unfair advantage over others, Consultants are prohibited from publicly running their own discounts or special offers on any Qyral products or services.
- 35. Confidential Information:** “Confidential Information” includes, but is not limited to, the identities, contact information, and/or sales information relating to Qyral Consultants and/or customers: (a) that is contained in or derived from any Consultant’s respective Back-Office; (b) that is derived from any reports issued by Qyral to Consultants to assist them in operating and managing their Qyral business; and/or (c) to which a Consultant would not have access or would not have acquired but for his/her affiliation with Qyral. Confidential Information constitutes proprietary business trade secrets belonging exclusively to Qyral and is provided to Consultants in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than the Consultant’s use in building and managing his/her Independent Qyral business.
- 36. Handling Personal Information:** If you receive Personal Information from or about prospective Consultants or customers, it is your responsibility to maintain its security. You should shred or irreversibly delete the Personal Information of others once you no longer need it for your Qyral business. Personal Information is information that identifies or permits you to contact an individual. It includes the customer’s, and Consultant’s name, address, email address, phone number, credit card information, social security or tax identification number, and other information associated with these details.
- 37. Product Inventory & Bonus Buying:** Consultants may not carry an inventory of Qyral products for

resale. All products are directly shipped from the Company or Qyral contracted pharmacies to the customer. In addition, bonus buying is strictly prohibited. Bonus buying is the purchase of merchandise to artifice or to qualify for rank advancement, maintenance, incentives, prizes, commissions, or bonuses that are not driven by bona fide product purchases by end-user consumers for actual use.

38. Limitations on Consultant and Household Businesses: An individual may own, operate, control, or have an interest in, only one Qyral business, and there may be no more than two Qyral businesses per household. If there are two Qyral businesses in a household, both businesses must have the same Sponsor or one of the businesses in the household must be the immediate Sponsor of the other. A “household” is defined as all individuals including dependent children who are living at the same residential address as a family or in a family-like setting. A household may consist of a single individual or two or more individuals and may consist of individuals living together in a family-like unit who are not related (whether by blood, marriage, domestic partnership, adoption, or otherwise). Dependent children attending school away from home are considered part of the household.

Actions of Third Parties: If a third party acting on behalf of, or with the active or passive assistance or knowledge of a Consultant engages in conduct that would be a violation of the Agreement, the conduct of the third party may be imputed to the Consultant. “Knowledge” of misconduct is not limited to actual knowledge. If a Consultant engages in acts or omissions that the Consultant knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Consultant, the Consultant shall be deemed to know about the violation.

40. Tampering with Product Packaging: Qyral products must be sold in their original packaging. Consultants shall not alter the original packaging or labeling.

41. Non-Disparagement: Any concerns about Qyral should be directed to the Customer Service Department by emailing care@qyral.com. Consultants must not disparage, demean, or make negative remarks to third parties or other Consultants about Qyral, its owners, officers, directors, management, employees, other Qyral Consultants, or the Compensation Plan. Consultants further agree that they shall not post on social media or otherwise publish in any medium any disparaging, demeaning, or negative remarks about Qyral, its owners, officers, directors, management, employees, other Qyral Consultants, or the Compensation Plan. Disputes or disagreements between any Consultant and Qyral shall be resolved through the dispute resolution process as outlined in the Dispute Resolution Policy, and the Company and Consultants agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum.

42. Sales Receipts: Retail customers who purchase from a Consultant’s replicated website will be provided with a sales receipt automatically sent by the Company via email at the time the order is placed.

43. Adjustment to Bonuses and Commissions: Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods to product sales have all expired. If a product is returned to Qyral for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company from the Consultants who were paid commissions or bonuses based on the original sales of such products. Such unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until

the commissions are fully recovered from the selling Consultant and upline Consultants who received bonuses and commissions on the sales of the refunded products. Likewise, if it is the responsibility of a Consultant to issue a refund to a customer, but Qyral issues the refund, the Company may deduct the amount refunded to the customer from the Consultant's subsequent bonus and commission payments. The Company reserves the right to withhold or reduce any Consultant's compensation as it deems necessary to comply with any garnishment or court order directing Qyral to retain, hold, or redirect such compensation to a third party.

44. **Product Return Policy:** We provide refunds and returns for all **non-prescription skincare products within 30 days of receiving your initial delivery.** Any returned item will be safely disposed of in our facility. We never reuse or resell returned products, including pharmaceutical or prescription-grade products. However, please note that after your initial order in your subscription, we do not provide refunds. If you wish to alter your skincare subscription preferences, simply log into your account and select "Subscriptions" from the top banner. For skincare products, you have the flexibility to reschedule, change the frequency, cancel, or update your payment method of your subscriptions according to your needs. Additionally, with our Reformulation Guarantee, we offer a complimentary reformulation service for **all skincare products** within the first 30 days of receiving your formula. **Prescription products**, including our Weight Management medications and prescription skincare, cannot be returned or refunded under any circumstances due to the nature of the products and regulations set forth by the U.S. Food and Drug Administration (FDA). This policy is final and non-negotiable. For additional information on our return policy, please click on the return policy located in the footer of the Qyral Website.

- **Sales Receipt Required.** If you do not have your original sales receipt, we reserve the right to refuse to honor your product replacement, exchange, or refund request.
- **Product Credit.** We reserve the right to issue a product credit to you instead of your replacement, exchange, or refund request at our discretion if the conditions outlined in this Product Return Policy are not met by you. If you return an item that was purchased using product credit, upon approval, the credit will be reissued. The original product credit expiration date will be extended by 15 days.
- **Gift Cards.** Gift cards cannot be refunded or exchanged for cash. Qyral is not responsible for lost or stolen gift cards. If you return an item that you purchased with a Qyral gift card, the applicable refund amount will be placed back on the gift card (less any applicable delivery charges and taxes). Please note that Personal Sales Volume is applied when the Gift Card is redeemed, not when it is purchased.

45. Cancellation or Termination of the Agreement; Disciplinary Sanctions:

- a) **Voluntary Cancellation.** A participant in this network marketing plan has the right to cancel at any time, regardless of the reason. Cancellation must be submitted in writing and sent to the Company via email at Care@qyral.com. The written notice must include the Consultant's name, address, and Consultant I.D. Number and must come from the email address tied to the Consultant's account. If the former Consultant continues to purchase products from Qyral, he/she shall be reclassified as a retail customer. A Consultant may also voluntarily cancel the Agreement by failing to pay the monthly Consultant Replicated Website fee or by withdrawing consent to the contract.

- b) **Cancellation for Inactivity.** Qyral also reserves the right to terminate this Agreement if the Consultant fails to meet minimum activity or sales requirements. If a Consultant fails to generate at least 300 Personal Sales Volume (PV), in a rolling 6-month period, his/her Consultant Agreement will be canceled for inactivity. To the extent such a former Consultant continues to purchase products from Qyral, he/she shall be reclassified as a retail customer.
 - c) **Suspension or Cancellation for Non-Payment.** A Consultant's failure to pay the monthly Replicated Website technology fees when due may result, at the company's discretion, in the suspension or termination of the Agreement. In the event any such fees remain unpaid for 60 days, the Agreement shall be automatically terminated. To the extent such a former Consultant continues to purchase products from Qyral, he/she shall be reclassified as a retail customer.
 - d) **Cancelation due to non-payment of personal product or services order.** A Consultant's failure to pay when due will result in the suspension of the Consultant's replicated website and or termination of the Consultant Agreement. If a product or service payment that has been placed on a payment plan has not been paid, any such fees remain unpaid for 60 days, the Consultant Agreement shall be automatically terminated, and the Consultant will be sent to collections. Any commissions owed to the Consultant will be placed on hold until their balance due is paid. If terminated, the consultant loses any commissions due including level pay and bonuses. To the extent such a former Consultant continues to purchase products from Qyral, he/she shall be reclassified as a retail customer.
 - e) **Termination by Qyral.** Notwithstanding any other provision in this Agreement, upon any breach or alleged breach by the Consultant of this Agreement, Qyral reserves the right, in addition to any available legal or equitable right to remedy, to terminate this Agreement upon written notice to the Consultant.
 - f) **Involuntary Cancellation/Termination; Disciplinary Sanctions.** Violation of any term of the Agreement, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a Consultant that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of this Agreement, and/or any other disciplinary measure that Qyral deems appropriate to address the misconduct. In situations deemed appropriate by Qyral, the Company may institute legal proceedings for monetary and/or equitable relief.
 - g) **Effect of Cancellation.** A Consultant whose business is canceled for any reason will lose all Consultant rights, benefits, and privileges. This includes the right to represent yourself as an Independent Qyral Consultant, to sell Qyral products and services, and the right to receive commissions, bonuses, or other income resulting from his/her sales and the sales and other activities of the Consultant and the Consultant's former downline sales organization. There is no whole or partial refund for tangible sales kits that are not currently marketable, Consultant Back-Office, replicated website, or renewal fees if a Consultant's business is canceled.
46. **Reinstatement.** Following the cancellation or termination of a Consultant's Consultant Agreement, the former Consultant may request reinstatement. If the cancellation or termination was due to a policy violation by the former Consultant, the Company reserves the right at its sole discretion to refuse to reinstate the former Consultant. If the reinstatement is approved by Qyral, the reinstated Consultant will be enrolled under his/her original Sponsor unless the period between the

cancellation or termination and the reinstatement is six or more months in which case the reinstated Consultant may be enrolled under another Sponsor. The downline of the reinstated Consultant will not be restored under him/her nor shall the reinstated Consultant be restored to his/her former Career Title. The reinstated Consultant will be required to complete a new Consultant Agreement and purchase a new Enrollment.

- 47. Compression:** When a vacancy occurs in a Downline due to the termination or cancelation of a Consultant's Distributor Agreement, the Downline of the terminated or canceled Consultant will be "compressed" to the most immediate active Upline.
- 48. Indemnification:** Consultants agree to indemnify Qyral for all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements, or payments of any other nature that Qyral incurs resulting from or relating to any act or omission by Consultant that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Qyral may elect to exercise its indemnification rights by withholding any compensation due to the Consultant. This right of setoff shall not constitute Qyral's exclusive means of recovering or collecting funds due to Qyral's under its right to indemnification.
- 49. Business Transfers:** Consultants in good standing who wish to sell or transfer their business must receive Qyral's prior written approval before the business may be transferred. Requests to transfer a business must be submitted in writing to the Compliance Department. It is within Qyral's discretion whether to allow a business sale or transfer, but such authorization shall not be unreasonably withheld. However, no business that is on disciplinary probation, suspension, or under disciplinary investigation may be transferred unless and until the disciplinary matter is resolved. Before transferring a business to a third party, the Consultant must offer Qyral the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten days to exercise its right of first refusal.
- 50. Transfer Upon a Consultant's Death:** Upon the death of a Consultant, the Consultant's Qyral business may be passed to his/her heirs. Before such transfer, the beneficiary of the business must provide Qyral with certified letters of testamentary or letters of administration and written instructions of the executor of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a Qyral Consultant Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be canceled. Because Qyral cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.) and submit a Qyral Consultant Distributor Agreement in the name of the business entity. Upon the completion of these requirements, Qyral will transfer the business and issue commissions to the individual beneficiary or business entity.
- 51. Divorce of a Consultant:** Qyral is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. Qyral will recognize as the owner of the business the former spouse to whom the business is awarded under a legally binding settlement agreement or decree of the court. The former spouse who receives the Qyral business must also execute and submit a Qyral Consultant Distributor Agreement within 30 days from the date on which the divorce becomes final or the business will be canceled.

- 52. Dissolution of a Business Entity:** The Company is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, if a business entity that operates a Qyral business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The Qyral business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. The recipient of the Qyral business must also execute and submit a Qyral Consultant Distributor Agreement to the Company within 30 days from the date of the dissolution of the business entity or the Agreement will be canceled. If the business entity wishes to sell or transfer its Qyral business to an individual or entity that was not previously recognized by the Company as an owner of the business entity, it must do so pursuant to the policy.
- 53. Inducing Consultants to Violate the Agreement:** Consultants shall not directly or indirectly induce, encourage, or assist another Consultant to violate the Agreement.
- 54. Reporting Errors:** If a Consultant believes that Qyral has made an error in his/her compensation, the structure or organization of his/her genealogy, or any other error that impacts the Consultant's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While Qyral shall use its best efforts to correct errors reported more than 60 days after the date of the error, Qyral shall not be responsible to make changes or remunerate Consultants for losses for mistakes that are reported more than 60 days after the mistake occurs.
- 55. Out-of-Stock Items:** Qyral works very hard to prevent out-of-stock products. Because we purchase supplies from dozens of professional vendors, having backorders may be unavoidable. Should an out-of-stock or backorder occur, information will be provided to the Consultant and Customer either on the invoice, an email, or on a separate note included in the package explaining the action(s) that will be taken. When an out-of-stock situation makes a Product temporarily unavailable, we will ship directly to the Customer once the Product becomes available. If the product is Permanently out of stock, a substitute Product may be offered. If the order has been processed, a credit for the Product may be issued to the account or a substitution of equal or greater value may be sent. Please note that out-of-stock Products may reduce the retail value and personal sale volume of an order, which can affect sales volume, awards, recognition, etc.
- 56. International Activities:** Consultants may not sell Qyral products or conduct business activities of any nature in any country that the Company has not announced is officially open for business.
- 57. Dispute Resolution:** If a dispute between a Consultant and Qyral arises from or relates to the Agreement, the Qyral business, or the rights and obligations of either party, the parties shall resolve the dispute as outlined in the Arbitration and Dispute Resolution Policies, which are incorporated into and made a part of these Policies & Procedures.
- 58. Leadership Responsibilities:** One of the key elements of a successful Qyral business is the ability to build a team. Building a team empowers a Consultant to lead by example and coach others on skill sets and experience acquired in operating the business. It is the responsibility of the Consultant to mentor their personally sponsored team members. At the Rank Title of Director, the Consultant will be asked to sign an Addendum to the Consultant Agreement, called a Leader Addendum. Once

signed, this will entitle those who rank with the title of Director or above to receive monthly lifestyle bonuses as outlined in the Qyral Compensation Plan.

- 59. Sponsoring Conflicts:** When more than one Consultant is working with the same prospective lead, the potential lead will generally be enrolled by the original Consultant who presented the business opportunity, as a matter of courtesy, not policy. The potential Consultant will always be able to determine who she/he would like as a Sponsor. Qyral recognizes the Sponsor as the name shown on the first Agreement received by Qyral. A new Consultant submitting an online Agreement with incorrect Sponsor information will have 3 business days to clarify the Sponsor's name and intent. After 3 business days, the Sponsor on the Agreement will stand. If a new Agreement is received without a Sponsor name or signs up under "Corporate", The Company will contact the new Consultant to determine who, if anyone, provided the introduction to Qyral prior to their enrollment. If no Sponsor is identified, the new Consultant may remain directly under Qyral or be assigned a Sponsor. A Consultant should always ask a prospect at the beginning of the first contact if they have already been speaking with another Qyral Consultant. In the case where the prospective Consultant has spoken with another, If a prospect has been discussing Qyral with another Consultant, then the second Consultant is asked to remain professional, answer any quick questions the prospect may have, and then refer the prospect back to that original Consultant.
- 60. Respect Intellectual Property Rights:** Consultants may not use the name, likeness, photo, logo, training resources, or any other property of another Consultant, celebrity, company, organization, or any other person or entity without said party's approval or consent. Acknowledgment of the original author is required. Any use of the Qyral name or brand assets in support of any personal endeavors, including in books or other writings, requires the advance permission of Qyral. It is expected that all Consultants will avoid any potential negative impact on Qyral from any public personal endeavors.
- 61. Press/Media:** Qyral is the primary contact for all press and media relating to Qyral products, services, programs, or business. Consultants must inform Qyral before the interview is conducted (no exceptions). All Consultants wishing to contact or who are contacted by the media first should contact Qyral's Marketing Department. Press includes any media including network television, newspapers, radio, and all Internet media such as blogs, syndicated columns, broadcast shows, and wire services. Any questions and press or media inquiries must be directed to care@qyral.com.
- 62. Indemnity:** The Consultant agrees to indemnify and hold Qyral, its directors, officers, members, managers, and employees harmless from and against all claims, damages, or liabilities (including attorney's fees) arising from or relating to (a) Consultant's promotion or operation of her/his Qyral business; (b) any negligent, reckless or intentionally wrongful act of Consultant or any person acting on Consultant's behalf; (c) any breach by the Consultant of any term of this Agreement; and (d) any claim alleging that the Consultant has violated or infringed upon any rights of third-parties, including but not limited to privacy rights or intellectual property rights.
- 63. Severability.** If any provision of this Agreement shall, for any reason, be held unenforceable, such provision shall be severed from this Agreement, and such severed provision shall be reformed only to the extent necessary to make it enforceable. The invalidity of such severed provision, however, shall not affect the enforceability of any other provision of this Agreement and the remaining

provisions shall remain in full force and effect.

64. Indebtedness: The Consultant agrees that Qyral may charge, deduct, or withhold, any form of payment or commission in any amount that the Consultant owes or is indebted to Qyral.

65. Remedial Actions: Qyral reserves the right to take remedial action as necessary to enforce the terms of this Agreement and ensure compliant conduct by Consultants. Any breach of this Agreement or any illegal, fraudulent, deceptive, or unethical business conduct by the Consultant may result, at Qyral's discretion, in one or more of the following: (i) a written warning; (ii) requirement that the Consultant take immediate corrective measures; (iii) loss of rights to purchase Qyral products or services or receive future Commissions and bonuses; (iv) suspension of the Consultant's right to engage in Qyral business; (v) termination of this Agreement; or (vi) any other measure or action that Qyral, in its sole discretion, determines to be appropriate.

66. Governing Law and Dispute Resolution: This Agreement, including any procedural or substantive rights in any arbitration, shall be governed by and construed by the laws of the State of California without giving effect to principles of conflicts of laws. The Federal Arbitration Act shall otherwise govern all matters relating to arbitration. In the event of a dispute, claim or controversy arising from or relating to this Agreement, the Parties agree to try to resolve such dispute informally. In this regard, the aggrieved Party shall send a "Notice of Dispute" to the other Party which contains a brief statement setting forth the facts giving rise to the disputed matter and the relief requested by the aggrieved Party. The Parties agree to use reasonable, good faith efforts to settle any dispute through consultation and good faith negotiations within thirty (30) days following delivery of the Notice of Dispute. If the dispute cannot be resolved through negotiation, the Parties agree to submit the dispute to non-binding mediation with a mediator mutually agreeable to the Parties. If the Parties are unable to agree on a mediator, the Parties agree that the American Arbitration Association shall designate a mediator. Unless the Parties agree otherwise, including conducting the mediation telephonically, the mediation shall take place in Los Angeles, California within six (6) months following delivery of the Notice of Dispute. The Consultant and Qyral agree that the dispute resolution procedure outlined in this paragraph is a condition precedent that must be satisfied before initiating any arbitration against the other Party.

67. Agreement to Arbitrate: THE PARTIES MUTUALLY AGREE THAT ANY CLAIM OR DISPUTE BETWEEN THEM ARISING FROM OR RELATING TO THIS AGREEMENT, THE COMPENSATION PLAN OR THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT WHICH CANNOT BE RESOLVED BY NEGOTIATION OR MEDIATION SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION BEFORE A SINGLE ARBITRATOR under THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"). The Commercial Rules of the AAA are available at www.adr.org. BY AGREEING TO ARBITRATE, THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY.

- a) In the event the AAA is unwilling or unable to hear the dispute, the Parties shall agree to, or an appropriate court shall select, another arbitration provider. Unless otherwise agreed upon by the Parties, any arbitration hearing shall take place in Los Angeles, California, although either Party may elect to participate in the arbitration by telephone. The Party filing the Demand for Arbitration shall be responsible for the initial filing fees and costs charged by AAA and the respondent shall be responsible for payment of filing fees for any

Cross-Complaint or Counterclaim. The Parties shall share equally the costs of case management fees, arbitrator fees, or other fees charged by AAA other than the filing fees referenced above. The Parties shall bear their own costs for attorney's fees, court reporter fees, transcript fees, and other litigation costs.

- b) Although this agreement to arbitrate is made and entered into between the Consultant and Qyral, Qyral's affiliates, owners, members, managers, and employees ("Related Parties") are intended third-party beneficiaries of the Agreement, including this agreement to arbitrate.
- c) This agreement to arbitrate shall survive the termination of this Agreement. Any issues related to the arbitrability of any claim, or the scope, validity, or enforceability of this agreement to arbitrate shall be determined by the arbitrator. If either Party wishes to initiate arbitration, the initiating Party must notify the other Party in writing via certified mail, return receipt requested, or hand delivery via courier. The Demand for Arbitration must include a statement of the legal and factual basis of the claim(s) to be arbitrated. The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure and the parties shall be permitted to bring motions under FRCP Rules 12. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a final judgment in a court of competent jurisdiction. The arbitrator shall have no authority to hear or preside over any joint, collective, or private attorney arbitration.

68. **Class Action Waiver:** The Consultant agrees that by entering into The Agreement to arbitrate the Consultant is waiving their right to have any dispute or claim brought, heard, or arbitrated as a class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, or any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. The Parties agree that an arbitrator shall not have any authority to hear or arbitrate any class or collective action. The Parties agree that any claim that all or part of this class action waiver is unenforceable shall be determined by a state or federal court located in Los Angeles, California and not by an arbitrator.

Notwithstanding the Parties' agreement to arbitrate, either Party may bring an action in a state or federal court located in Los Angeles, California to obtain a restraining order, temporary or permanent injunction, or other equitable relief that may not otherwise be available to either Party in arbitration. Failure by a Party to pursue negotiation and mediation under this Agreement shall not bar an action for equitable relief under this paragraph.

The Parties agree that the state and federal court located in Los Angeles, California shall be the sole and exclusive venue and forum for any lawsuit or court proceeding between the Parties, and each Party consents to personal jurisdiction in such courts and waives any objections to venue, jurisdiction or forum that might otherwise be available to either Party.

Louisiana Residents: Notwithstanding any other provision of this Agreement, if the Consultant is a resident of Louisiana, the applicable law, jurisdiction, and venue of any dispute between the parties arising from this Agreement shall be under Louisiana law.

If either Party wishes to bring an action against the other Party for any act or omission relating to or arising from the 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 for such act or omission. Unless otherwise provided in this Agreement, any notice or other communication required to be given under this Agreement shall be in writing and shall be deemed delivered to the other Party (i) upon personal delivery or delivery by professional courier; (ii) when sent by confirmed electronic mail; or (iii) if mailed by registered, certified or express mail to Qyral, LLC 704 South Spring Street, Suite 1402 Los Angeles, CA 90016 or to the Consultant at the current address on file. If by mail, delivery shall be deemed effective by the date shown on the return receipt or if there is no receipt three (3) days after the date of mailing.

By electronically signing below (clicking the button that you agree to these policies), the person submitting this application and Agreement (i) acknowledges that she or he has read, understands, and agrees to the terms outlined in this Independent Consultant Agreement, The Consultant Agreement, all above-mentioned addendum(s), including the current Qyral Compensation Plan; (ii) certifies that all information provided by in connection with this application to become a Qyral Independent Representative is true and correct; (iii) by clicking the checkbox on the enrollment page, the enrollee intends to enter into a legally binding agreement with Qyral LLC to become an Independent Qyral Consultant.

Consultant's Printed Name

Consultant's Signature

Date: _____