

September 22, 2024

Policies and Procedures of DES ALPES

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SECTION 1 - INTRODUCTION

1.1 - Policies and Compensation Plan

These Policies and Procedures, in their current form, and as amended in the sole discretion of DES ALPES (hereinafter referred to as “DES ALPES” or the “Company”), are incorporated into, and form a part of, the Independent Associate Agreement. In these Policies, when the term “Agreement” is used, it refers collectively to the terms of the Independent Associate Agreement, its Policies and Procedures, the DES ALPES Compensation Plan, and the DES ALPES Business Entity Addendum (applicable only to business entities that apply to become an Independent Associate). These documents are incorporated by reference into the Independent Associate Agreement (in their current form and as amended by DES ALPES). The term “Associate” refers to an Independent Associate of DES ALPES.

1.2 - Amendments to the Agreement

DES ALPES reserves the right to amend the Agreement and its prices at its sole and absolute discretion. By signing the Independent Associate Agreement, an Independent Associate agrees to abide by all amendments or modifications made by DES ALPES.

Amendments will be effective 30 days after notice is given and the amended provisions are posted, but amended policies will not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notice of amendments must be posted in the Independent Associate’s Virtual Office. The Independent Associate’s continued business or acceptance of bonuses or commissions by the Independent Associate constitutes acceptance of all amendments.

1.3 - Severability of Policies and Provisions

If any provision of this Agreement, whether as it stands or as amended, is found to be void or unenforceable for any reason, only the void portions of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect. The severed provision, in whole or in part, shall be amended to reflect the intent of the provision as closely as possible.

1.4 - Waiver

The Company never waives its right to insist upon compliance with the Agreement and applicable laws governing the conduct of business. The failure of a party to exercise any right or power under this Agreement, or to insist upon strict compliance by the Independent Associate with any obligation or provision of the Agreement, and any practice of the parties in deviating from the terms of this Agreement shall not constitute a waiver of that party's right to insist upon strict compliance with this Agreement. The existence of any action or cause of action by a party against the other shall not constitute a defense to a party's right to enforce any term or provision of the Agreement.

SECTION 2 - CONTRACTUAL RELATIONSHIP WITH DES ALPES

2.1 - Requirements to become a Customer

A Customer is a person who wishes to purchase DES ALPES products but does not wish to participate in the compensation plan. A Customer may purchase DES ALPES products only for personal or family use and must not purchase more than he or she can reasonably consume in a month. Customers are not eligible to participate in the compensation plan or authorized to resell the products. A Customer may choose to participate in the compensation plan by becoming an Independent Associate as provided in section 2.2. A customer must absolutely have a referrer. In the event that a customer does not have a referrer, he or she will be assigned a referrer.

2.2 - Requirements to Become an Independent Associate

To become an Independent Associate of DES ALPES, each candidate must:

- 1) Be eighteen (18) years of age as of the date of their registration and legally able to enter into a binding contract in the jurisdiction in which they reside;
- 2) Be a tax-paying citizen of a country in which DES ALPES is officially doing business;

3) Submit a completed Independent Associate application to DES ALPES, either online or on paper;

4) Not already have an interest in a DES ALPES Compensation Plan Position. 5) Activate your personal DES ALPES website

6) A return of 2% for thousand dollars and less and 3% for thousand and more by the associates is returned to the company in the monthly matrix only (online store) in order to accumulate money to organize events or others according to the choices of the DES ALPES administrators.

7) Only level one will be a personal purchase of \$120, all other levels will be purchases with money made by the community.

8) I knowingly accept that the purchase of \$120 gives access to virtual training, a purchase credit of \$100 as well as \$20 of points

DES ALPES. The one hundred dollar purchase credit is given only when the person officially wants to leave the company.

DES ALPES reserves the right to refuse any registration. By becoming an Independent Associate and each time the Associate receives and accepts payment of a commission or bonus, the Associate agrees to abide by the Policies and Procedures, as may be amended from time to time.

2.3 - Purchasing DES ALPES Products

There is no obligation to enroll in the compensation plan or to commit to purchasing a minimum number of products per month to be eligible to purchase DES ALPES products. Customers may purchase directly from Associates.

2.4 - Accurate Information

You must not enroll or assist a person to enroll with false, inaccurate, misleading, or incomplete information. It is the responsibility of each Independent Associate to inform DES ALPES of changes to their personal information. DES ALPES will not be held responsible for delays or potential losses of commissions or bonuses paid to Associates who have provided false, inaccurate, misleading, or incomplete information. DES ALPES reserves the right to terminate a position that is managed by a person other than the person named on the account.

2.5 - Single Position

You may not have a financial or other interest in more than one position, even if that position is held by a separate business entity or another person, except in special cases approved by DES ALPES.

2.6 - Spouses

Spouses may hold separate positions.

DES ALPES, except for the first 5 levels of Master Distributors. Statement of Policies and Procedures - Effective September 22, 2024

2.7 - Actions by Household Members or Affiliated Parties

If any member of an Independent Associate's household engages in any activity that violates any provision of this Agreement, such activity shall be deemed a violation by the Independent Associate and DES ALPES may take disciplinary action in accordance with the Statement of Policies. Similarly, if any partner, shareholder, member or other person acting as a manager or owner (collectively, an "Affiliated Person") in a corporation, partnership, limited liability company, trust or other entity (collectively, a "Business Entity") violates this Agreement, such action shall be deemed a violation by the Business Entity and each Affiliated Person, and DES ALPES may take disciplinary action jointly or severally against the Business Entity and/or each Affiliated Person.

2.8 - Business Entities and Non-Profit Organizations

Independent Associates may operate their position as a business entity or a Non-Profit Organization, or convert an existing position to a business entity. The Associate must provide:

(1) other information requested by DES ALPES to verify the existence, ownership, and assurance that the entity is in good standing.

2.9 - Application on behalf of a Company

DES ALPES does not accept initial applications from a company. Following acceptance of the personal application, the Independent Associate may exercise the option to add his or her company in good standing to the same account in accordance with the provisions granted by DES ALPES Policies and Procedures.

2.10 - Independent Contractor Status

Independent Associates are independent contractors. The agreement between DES ALPES and the Independent Associates does not create an employer-employee relationship, agency, partnership, association or joint venture between the Company and the Independent Associate. Independent Associates shall not be treated as employees for their services or for federal or provincial tax purposes. All Independent Associates are responsible for the payment of their federal, provincial and local taxes due as a result of any compensation earned as an Independent Associate of the Company. The Independent Associate has no authority (express or implied) to bind the Company to any obligation. Each Independent Associate shall establish his or her own goals, working hours and sales methods, provided that he or she complies with the terms of the Independent Associate Agreement, these policies and procedures, and applicable laws.

2.11 - Monthly, bi-annual or annual renewal.

The term of the Independent Associate agreement is \$9 for one month, \$45 for 6 months and \$81 for one year from the date of its acceptance by DES ALPES. A grace period of 5 business days is granted for renewal.

2.12 - Starter Package

In order to become familiar with DES ALPES products, services, sales techniques, promotional materials and to have access to the virtual office, the Company offers the purchase of levels for Independent Associates, online training and purchases in the online store.

2.13 - Independent Associate Benefits

When the Independent Associate's application and agreement have been accepted by DES ALPES, the new Independent Associate is entitled to the benefits offered by the Independent Associate's compensation plan and agreement. These benefits include, among others, the following rights:

- Sell DES ALPES products and services;
- Participate in the DES ALPES compensation plan (receive bonuses and commissions, if eligible);

- Sponsor people who wish to become an Independent Associate of DES ALPES, thus building a marketing department and progressing within the DES ALPES compensation plan;
- Receive DES ALPES tools;
- Participate in DES ALPES support, service, training, and functions, upon payment of appropriate fees, if any; and
- Participate in DES ALPES promotional and incentive programs and contests for Independent Associates.

2.14 - Becoming an International Recruiter

If you choose to become an International Recruiter Sponsor, you must comply with the Policies and Procedures and local laws and regulations applicable in each country.

SECTION 3 - OPERATION OF AN INDEPENDENT DES ALPES BUSINESS

3.1 - Marketing Methods and Tools Developed by the Independent Associate

Independent Associates must comply with the terms of the DES ALPES compensation plan set forth in the official DES ALPES document. Independent Associates are prohibited from offering DES ALPES products and services through, or in conjunction with, any other system, program, sales tool or marketing method other than as expressly set forth in the official DES ALPES document. Independent Associates shall not require or encourage other current or prospective customers or Independent Associates to enter into any agreement or contract other than the official DES ALPES agreements and contracts in order to become DES ALPES Independent Associates. Similarly, Independent Associates are prohibited from requiring current or prospective Independent Associates to make a purchase from, or make a payment to, any person or other entity in order to participate in the DES ALPES compensation plan, other than purchases and payments recommended or required in the official DES ALPES document.

3.2 - Advertising

All Independent Associates must protect and promote the good reputation of DES ALPES and its products. The marketing and promotion of DES ALPES, the DES ALPES

business opportunity, the compensation plan and the DES ALPES products must avoid any discourteous, misleading, deceptive, unethical or immoral practices or conduct.

In order to promote the products and services, and the DES ALPES business opportunity, Independent Associates must use the tools developed by DES ALPES. The Company has carefully designed its products, labels, compensation plan and sales tools to ensure that their promotion is done fairly and truthfully, that they are certified, and that the material complies with federal and provincial laws.

Therefore, Independent Associates may only advertise or promote their DES ALPES business with the sales tools provided by DES ALPES. No approval is required to use the approved sales tools. If the Independent Associate wishes to design their own online or offline sales tools, they must submit their concepts to the DES ALPES marketing department at (info@desalpes.world) for analysis and addition to the library. Unless they have received specific written approval from DES ALPES to use these sales tools, the request will be deemed denied.

In addition, DES ALPES reserves the right to cancel the approval of the sales tools, and Independent Associates waive any legal action for damages or compensation arising from such cancellation. Independent Associates who obtain permission from DES ALPES to design their own sales tools may not sell, rent or charge any fee for such sales tools to any other Independent Associate of DES ALPES.

Approved sales tools will be posted in the Independent Associates' virtual office library and will be made available to all Independent Associates at no cost. The Independent Associate who submitted the sales tool to the Company waives all claims to compensation for such use and grants DES ALPES an irrevocable, non-exclusive, worldwide license, with the right to sublicense, to produce, reproduce, perform, modify, adapt, publish, present, communicate, translate, record or otherwise use the approved sales tools designed by the Independent Associate as it sees fit. The Independent Associate warrants that he/she owns all right, title and interest in the Approved Sales Tools and that the Approved Sales Tools do not infringe the intellectual property rights of any third party. The Independent Associate shall release and indemnify DES ALPES from any liability for any breach of such warranty.

If an Independent Associate's DES ALPES independent business that has been granted permission to create and place an external website is voluntarily or involuntarily terminated for any reason, the Independent Associate shall assign the Internet address of its external website to the Company within three calendar days from the date of termination.

3.2.1 - Trademark and Copyright

The name and trademark "DES ALPES" and other names and trademarks, including associated logos, adopted by DES ALPES are the exclusive trade names, trademarks or service marks of DES ALPES. The DES ALPES Trademarks are used under license on a non-exclusive basis and only for the duration of the Independent Associate's agreement by Associates for personal use and in a manner expressly authorized, all as described in these policies.

DES ALPES prohibits the use of the DES ALPES Trademarks by anyone in an unauthorized manner without its prior written consent. DES ALPES Independent Associates must not give the impression to consumers and others, by their actions or inactions, that they own the DES ALPES trademarks. Independent Associates acknowledge the validity of the DES ALPES Trademarks and agree that at all times, directly or indirectly, they will not contest or assist in contesting the ownership or validity of any application or registration now in force or obtained in the future by DES ALPES.

Independent Associates use the DES ALPES Trademarks in such a manner as to adequately protect and preserve all rights of DES ALPES. Without limitation, Independent Associates must use the DES ALPES Trademarks correctly spelled and/or represented. In addition, Independent Associates must not make any additions, deletions or otherwise alter the DES ALPES Trademarks.

Retailers may not adopt, use, register or seek to register in any class of goods or services, any trademark, trade name, service name, service mark, product name, company name, domain name or other identifying element that is identical to, includes or is confusingly similar to DES ALPES trademarks or any other trademark, trade name, service name, service mark, product name, company name, domain name or other identifying element of DES ALPES.

Independent Associates acknowledge that all associated DES ALPES trademarks shall inure exclusively to the benefit of DES ALPES and are the property of DES ALPES. No monetary compensation will be awarded or related to Retailers' use of DES ALPES trademarks.

DES ALPES and its duly authorized representatives shall have the right, upon reasonable notice and during normal business hours, to review the activities of an Associate, and to inspect all facilities used by the Independent Associate in connection therewith for the purpose of maintaining quality and ensuring that the Independent Associate is fulfilling its obligations under this Policy and the Independent Associate

Agreement and that the distinctive character of the DES ALPES trademarks is not and will not be compromised.

All materials provided or created by DES ALPES, including sales tools, content of any events or speeches sponsored by DES ALPES; audio products or videotape presentations, are the intellectual property of DES ALPES and are copyrighted. The Associates may not produce, reproduce, perform, modify, adapt, publish, present, communicate, translate, record or otherwise use this material produced for sale or distribution without the prior written permission of DES ALPES, and may not reproduce for personal use or sale any recording of visual or audio presentations produced by the Company. As an Independent Associate, you may use the name “DES ALPES” as follows:

Example:

Ronald Basque
Independent Associate DES ALPES

Independent Associates may not use the name “DES ALPES” in any way in their team name, slogan, or email address, or as a nickname. In addition, only use the phrase Independent Associate DES ALPES in your telephone greeting or voicemail to clearly distinguish your independent business DES ALPES from the Company DES ALPES.

3.2.2 - Independent Associate Logo

If you use a DES ALPES logo in any communication, you must use only the general logo version.

3.2.3 - Media and Media Inquiries

Independent Associates must not respond to media inquiries regarding DES ALPES, its products or services or their independent DES ALPES business. All media inquiries should be submitted immediately to info@desalpes.world. The purpose of this policy is to ensure that consistent information is provided to the public, while maintaining an appropriate public image.

3.2.4 - Unsolicited Email

DES ALPES prohibits Independent Associates from sending unsolicited emails related to their DES ALPES business or DES ALPES trademarks at all times.

3.2.5 - Unsolicited Faxes

Independent Associates are prohibited from using or transmitting unsolicited faxes related to their DES ALPES business and the DES ALPES trademarks.

3.2.6 - Telephone Directories

Independent Associates may register as "DES ALPES Independent Associates" in the white or yellow pages of the telephone directory or online directories, under their own name. No Independent Associate is authorized to place an advertisement in a telephone directory or online using the name or logo of DES ALPES.

Independent Associates may not answer the telephone by introducing themselves as "DES ALPES", "DES ALPES Company", or in any other manner likely to lead the caller to believe that they have reached the head office of DES ALPES. If an Independent Associate wishes to display his or her name in a telephone directory or online, he or she must do so in the following format:

Name of the Independent Associate DES ALPES.

3.3 - Online Conduct

3.3.1 - Associate Websites

External websites may be used to promote your business and the Company's products as long as the external website complies with the Company's Trademark Use Policies and Procedures and any other relevant policies included in this document. However, it is prohibited to sell DES ALPES products directly on an external website (transactional site). It is mandatory that any order made on the web be placed via your mirror website provided by the company DES ALPES. You may link an approved external website to your mirror site DES ALPES. Independent Associates may refer to the marketing guidelines in this document to develop their external website, which must be previously approved by DES ALPES send a link to the external site to info@deslpes.world Unless specific written approval has been received from DES ALPES, the request will be deemed refused. For sites that have received approval, DES ALPES reserves all rights to request changes at any time, including the complete removal of the external website if it deems it appropriate. The distributor will have five (5) business days to do so, failing which, DES ALPES reserves the right to take appropriate measures to enforce its rights.

3.3.2 - DES ALPES Mirror Website

Independent Associates receive a dedicated mirror website from DES ALPES in order to promote the DES ALPES business, register new Independent Associates and sell DES ALPES products. Independent Associates are prohibited from altering the branding, artwork, look or feel of the DES ALPES dedicated mirror website, and may not use the DES ALPES dedicated mirror website to promote, market or sell any products, services or business opportunities other than those of DES ALPES.

Specifically, you may not alter the appearance (layout, size, etc.) or functionality of the following:

- DES ALPES Independent Associate's logo;
- Name;
- Link button to the company's website;
- Artwork, logos or graphics;
- Original text.

As copies of the websites are located within the DES ALPES domain, DES ALPES reserves the right to receive analytics and information regarding the Independent Associates' website usage.

You may change the default name of your dedicated DES ALPES mirror website, and choose a unique website name. However, this name must not:

- a) Be confusing with other elements of the DES ALPES website;
- b) Incorporate or cause confusion with the DES ALPES trademarks;
- c) Induce a reasonable person to conclude that he or she has arrived on a page of the DES ALPES website;
- d) Contain any discourteous, misleading or tasteless words or phrases that may harm the reputation of DES ALPES.

3.3.3 - Team Websites

Team websites are not a violation of DES ALPES' policy prohibiting Independent Associates from developing independent websites. A team website must be password protected and made available only to Independent Associates within a single line of sponsorship. Team websites must serve solely as a forum for communication, training, recognition, socialization and motivation of Independent Associates within the line of sponsorship. Team websites may not be used for recruiting or sales purposes, and may

not be shared with potential Independent Associates. Team websites must adhere to all DES ALPES Policies and Procedures.

3.3.4 - Domain Names, Email Addresses or Online Pseudonyms

An Independent Associate is prohibited from using or registering DES ALPES or DES ALPES trademarks, product names or any derivatives thereof, for any Internet domain name, email address, social media site, or online pseudonym. In addition, the Independent Associate may not use or register domain names, email addresses, and/or online pseudonyms that are likely to cause confusion, or be misleading or fraudulent, in the sense that they would allow people to believe or assume that the communication comes from or is the property of DES ALPES.

If an Independent Associate violates this policy, the Independent Associate shall immediately assign and transfer to the Company the domain name, email address, social media name or handle, or online handle upon request by the Company, and the Independent Associate shall pay all costs, including, without limitation, attorneys' fees and transfer fees associated with the assignment and transfer. This remedy is in addition to, and not in lieu of, any other remedies and/or disciplinary actions that the Company may take pursuant to these policies.

3.3.5 - Online Classifieds

Independent Associates may not use online classifieds to advertise or sell DES ALPES products or product packages, or promote or explain the DES ALPES business or use DES ALPES trademarks.

3.3.6 - Online Auctions

DES ALPES products and services may not be advertised on online auction sites, and Independent Associates may not knowingly enlist or allow any third party to sell DES ALPES products on online auction sites.

3.3.7 - Online Retail

Independent Associates may not advertise or sell DES ALPES products on an e-commerce or online retail store site, or knowingly enlist or allow any third party to sell DES ALPES products on an e-commerce or online retail store site.

3.3.8 - Banner Advertising

Independent Associates may place a banner advertisement on a third party website approved by the Company, provided that the Independent Associate uses only banner advertisements approved by DES ALPES. All banner ads must have an exclusive link to the dedicated DES ALPES mirror website. To obtain permission to place a banner on a third party website, please submit a request and a link to the proposed website to info@desalpes.world. You may not place a banner on a third party website without the written permission of DES ALPES.

3.3.9 - Spamming

Spamming is the repeated submission of identical or similar content to publicly accessible blogs, guestbooks, websites, or other online discussion forums or bulletin boards, and is prohibited. This includes blog flooding, blog comment flooding, and/or abusive referencing. All comments you make on blogs, forums, guestbooks, etc. must be unique, informative, and relevant.

3.3.10 - Submission in digital media

Independent Associates may upload, submit or publish photographic, audio or visual content related to DES ALPES, and that they have developed and created, as long as it has received written approval and is in harmony with the values of DES ALPES, contributes to the well-being of the DES ALPES community, and complies with DES ALPES Policies and Procedures. Any content or publication must be approved in advance by the DES ALPES marketing department at (info@des-alpes.com) Unless specifically approved in writing by DES ALPES, the application will be deemed denied. All submissions must clearly identify you as a DES ALPES Independent Associate in the content and description of the content, comply with all legal/copyright requirements, must not infringe on any third party's intellectual property rights, and must state that you are solely responsible for the content. Independent Associates may not upload, submit, or post any content (visual, audio, presentations, or computer files) received from DES ALPES or captured at official DES ALPES events, or in buildings owned or operated by DES ALPES, without DES ALPES's prior written consent.

3.3.11 - Sponsored Links/Pay-Per-Click (PPC) Advertisements

Sponsored links or pay-per-click (PPC) advertisements are acceptable. The destination Internet address must direct the user only to the Independent Associate's dedicated DES ALPES mirror website. The displayed Internet address must also direct the user to the Independent Associate's dedicated mirror website, and must not display any

Internet address that may lead the user to believe that they are being directed to a DES ALPES site, or be misleading or inappropriate in any way. You may not purchase any PPC AdWords that use the name “DES ALPES”, or any derivative of the name “DES ALPES”, or any AdWords that use the name of a product the name of any products offered by Des Alpes or any derivative of such a product name. 3.3.12 - Domain Names and Email Addresses

Except as set forth in the Independent Associate’s Website Terms of Use, Independent Associates may not use or attempt to register the DES ALPES trademarks or any derivative thereof, for any Internet domain name, email address, or name or address.

3.4 - Social Media

Independent Associates may use social media to transmit information about DES ALPES. However, Independent Associates who use social media must adhere to these Policies and Procedures in all respects. Social media sites may not be used to sell or offer for sale DES ALPES products or services.

Profiles generated by an Independent Associate within a social community where DES ALPES is mentioned or discussed must clearly identify the Independent Associate as a DES ALPES Independent Associate, and when an Independent Associate participates in such communities, Independent Associates must avoid inappropriate conversations, comments, images, videos, audio clips, and applications, or any other adult, profane, discriminatory, or vulgar content. DES ALPES will determine, in its sole discretion, what is inappropriate, and Independent Associates found to be in violation will be subject to disciplinary action. Banner ads and images used on these sites must be current and from the DES ALPES-approved library. If a link is present, it must refer exclusively to the Independent Associate’s copy of the website. Independent Associates are prohibited from flooding blogs, using abusive SEO, or any other mass repetition methods to leave comments on the blog. Comments created or left by Independent Associates must be practical, unique, relevant and specific to the subject of the blog.

3.4.1 - Independent Associates are responsible for their contributions

Independent Associates are personally responsible for their contributions and all other online activities related to DES ALPES. Consequently, even if an Independent Associate does not own or operate a blog or social media site, he or she is responsible for any contribution relating to DES ALPES or that may be linked to DES ALPES that he or she posts on such a site. Independent Associates are also responsible for their

contributions appearing on any blog or social media site owned, operated or controlled by the Independent Associate.

3.4.2 - Identification of an Independent Associate DES ALPES

The Independent Associate must disclose his or her full name on all social media and must clearly identify himself or herself as an Independent Associate of DES ALPES. It is prohibited to contribute anonymously or to use a pseudonym.

3.4.3 - Social Media as a Platform for Promotion and Sales

Unless specifically approved in writing by DES ALPES, the application will be deemed denied. All submissions must clearly identify you as a DES ALPES Independent Associate in the content and description of the content, comply with all legal/copyright requirements, must not infringe on any third party's intellectual property rights, and must state that you are solely responsible for the content. Independent Associates may not upload, submit, or post any content (visual, audio, presentations, or computer files) received from DES ALPES or captured at official DES ALPES events, or in buildings owned or operated by DES ALPES, without DES ALPES's prior written consent.

Some social media sites promote commercial use, while others prohibit it. It is the responsibility of each Independent Associate to learn and abide by the terms of use and policies of the social media sites. If the social media site prohibits commercial activity on its site, the Independent Associate will be required to abide by its terms of use. Social media sites are designed to build relationships.

3.4.4 - Selling and Enrollment on Social Media Sites are Prohibited

Online sales and/or enrollment may only be generated from your Independent Associate DES ALPES mirror website. Similarly, Independent Associates may not use social media sites to explain the DES ALPES compensation plan or any other element of the compensation plan. Any violation of this clause will entitle the Company to terminate this Agreement in accordance with Section 7.1.

3.4.5 - Misleading Contributions

False or misleading contributions are prohibited. This includes, but is not limited to, false or misleading contributions relating to DES ALPES's revenue prospects, DES ALPES's products and services, and/or biographical information and qualifications.

3.4.6 - Use of Third Party Intellectual Property

If the Independent Associate uses the trademarks, trade names, service marks, copyrights or intellectual property of a third party in any contribution, you must ensure that you have obtained the appropriate license to use such intellectual property, and have paid any necessary license fees. Third party intellectual property must be clearly identified as such, and you must adhere to any restrictions and conditions stipulated by the intellectual property owner relating to the use of its property.

3.4.7 - Privacy

The Independent Associate must always respect the privacy of others in their contributions. Independent Associates must not gossip or spread rumors about a person, company, or competitor's products or services. Independent Associates must not name people or entities in their contributions unless they have obtained written permission from the person or entity being commented on.

3.4.8 - Professionalism

The Independent Associate must ensure that their contributions are truthful and accurate. This requires fact-checking all facts that the Independent Associate posts online. They must carefully check their contributions for spelling, punctuation, and grammatical errors. Offensive language is prohibited.

3.4.9 - Prohibited Contributions

Independent Associates shall not post or link to contributions or other material that:

- Is sexually explicit, obscene or pornographic;
- Is 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, or violent video game imagery;
- Encourages illegal conduct;
- Constitutes a personal attack on any person, group or entity;

- Violates the intellectual property rights of the Company or any third party.

3.4.10 - Response to Negative Comments

You must not converse with anyone who makes negative comments about you or other Independent Associates or DES ALPES. Report negative comments to the Company by contacting info@desalpes.world

3.4.11 - Social Media Sites with Website-Like Characteristics

Because some social media is particularly robust, the distinction between a social media site and a website is not always clear. Consequently, DES ALPES reserves the exclusive right to classify certain social media sites as a website, and requires that Independent Associates who use or wish to use these sites adhere to the Company's policies regarding independent websites.

3.4.12 - Promoting Other Direct Selling Businesses Through Social Media

In addition to meeting all other requirements set forth in these Policies, the Independent Associate who uses any form of social media, including, but not limited to, Facebook, Twitter, LinkedIn, TikTok or YouTube, agrees to abide by the following rules:

- No product sales or enrollment may occur on a social media site. To generate sales, the only action permitted on a social media site is to place a link to the Independent Associate's dedicated DES ALPES mirror website.

- Any social media site directly or indirectly operated or controlled by an Independent Associate, and used to promote or discuss DES ALPES products, or DES ALPES business opportunity, may not contain a link to any other website, social media site or site of any nature other than the Independent Associate's dedicated DES ALPES mirror website.

- Any social media site used to promote DES ALPES, an Independent Associate's DES ALPES business or DES ALPES products, must not promote or discuss any multi-level marketing business, program, business opportunity or product.

- An Independent Associate may not use a social media site on which he or she has promoted or discussed DES ALPES' business or DES ALPES' products to directly or indirectly solicit DES ALPES' Independent Associates to join another direct selling or

multi-level marketing program (collectively, "Direct Selling"). Violation of this provision constitutes a violation of the Non-Solicitation Policy in Section 3.13.1.

· An Independent Associate may post or "pin" photos of DES ALPES' products on a social media site, but only photos provided by DES ALPES and downloaded from the DES ALPES Office. · If an Independent Associate creates a "personal page," or any other business profile page on a social media site that promotes or discusses DES ALPES, its products, or its business opportunity, the business profile page must only discuss the Independent Associate's DES ALPES business and DES ALPES products. If the Independent Associate's DES ALPES business is closed for any reason or the Independent Associate becomes inactive, the Independent Associate must deactivate the business profile page.

3.5 - Business Entity

A corporation, limited liability company, partnership, or trust (collectively referred to in this section as a "Business Entity") may apply to a DES ALPES Independent Associate who submits an Independent Associate Application and Agreement, and a completed Business Entity Addendum. The Business Entity, and all shareholders, members, directors, partners, trustees, or other parties having an interest in, or management responsibilities for, the Business Entity (collectively, "Affiliated Parties"), are individually and jointly liable for all indebtedness owed to DES ALPES, compliance with DES ALPES Policies and Procedures, the DES ALPES Independent Associate Agreement, and other obligations owed to DES ALPES.

To prevent circumvention of Sections 3.6 (regarding the transfer and assignment of a DES ALPES business), and 3.7 (regarding changes in sponsorship), an Affiliated Party that wishes to terminate its relationship with the Business Entity or DES ALPES must terminate its affiliation with the Business Entity, notify DES ALPES in writing that it has terminated its affiliation with the Business Entity, and comply with the provisions of Section 3.7.3. In addition, the Affiliated Party that relinquishes its interest in the business entity may not participate in any other DES ALPES business for six consecutive calendar months, in accordance with Article 3.7.3. If the business entity wishes to introduce a new Affiliated Party, it must adhere to the requirements of Article 3.23.

The changes permitted under this paragraph do not include changes in sponsorship. Changes in sponsorship are addressed in Section 3.7. A fee of \$100.00 or more may be required for each requested change, which must be included in the written request and the Independent Associate's completed application and agreement. DES ALPES may,

at its discretion, require notarized documentation prior to implementing any changes to a DES ALPES business. Please allow thirty (30) days from receipt of the request by DES ALPES for processing.

3.6 - Changes to a Business Entity

Each Independent Associate must immediately notify DES ALPES of any changes to the type of business entity it uses in the operation of its businesses, as well as the addition or removal of Affiliated Parties to the business.

3.7 - Change of Sponsor

DES ALPES prohibits any change of sponsorship except for certain rare exceptions. In cases where it will have authorization for a change of sponsorship, the applicant must receive written authorization from all Associates positioned upstream (above) and this up to 5 levels (unless there has been malfeasance on the part of the sponsor). Please note that DES ALPES must first approve the change request, only once the request is authorized, you can request written authorizations from the Independent Associates placed upstream. Travel expenses will be required.

3.7.1 - Cross-Sponsoring Family Members

As an Independent Associate, you may not bypass your original line of sponsorship by joining another downline organization or branch of your sponsor's organization by sponsoring yourself, your spouse, your dependent children who have reached the age of majority, a member of your household ("related party"), or any business or limited liability company doing business under any name in which you and/or a related party have a direct or indirect interest.

The husband, wife, limited liability company doing business under any name, spouses, and/or dependent children who have reached the age of majority must all be in the same downline, under the first position created. They are permitted to be in separate branches, provided they are under the first position created. The Independent Associate may not, however, manipulate or rebuild their downline organization if doing so violates the policies regarding cross-sponsoring, incentivizing, or holding multiple positions.

Any violation of this policy will result in the cross-sponsor account being dissolved and you will be required to work exclusively in your original position. Neither the cross-sponsored position nor the downline organization will be moved. If it is determined that

the sponsor knowingly or willfully encouraged cross-sponsoring, they may be subject to disciplinary action under the non-compliance disciplinary procedure.

3.7.2 - Misassignment

In cases where the new Independent Associate is sponsored by someone other than the person they believed to be their sponsor, the Independent Associate may request a transfer to another organization, with their marketing organization intact. Requests for transfer under this policy will be assessed on a case-by-case basis and must be submitted within three days of the enrollment date. The Independent Associate requesting the change is responsible for proving that they were assigned the wrong sponsor. DES ALPES will have the discretion to decide whether the requested change will be implemented.

3.7.3 - Closing and Submitting a New Request

An Independent Associate may legitimately change organizations by voluntarily closing their DES ALPES business and remaining inactive (i.e. no DES ALPES product purchases, sales, sponsorships, participation in DES ALPES events or any form of Independent Associate activity) for a full six (6) calendar months. Following the six-month period of inactivity, the former Independent Associate may submit a new application with a new sponsor, however, the former Independent Associate's downline remains in the same sponsorship line.

3.7.4 - Waiver of All Claims

In the event that the procedures for changing sponsorship have not been followed, and a downline has been developed within the second business established by an Independent Partner, DES ALPES reserves the exclusive right to determine the final disposition of the downline.

Consequently, the Independent Partners waive all claims against DES ALPES, its officers, directors, owners, employees and agents that arise from the decision of DES ALPES regarding the disposition of a downline that develops under an organization that has improperly changed its sponsorship line.

3.8 - Unauthorized Claims and Legal Actions

3.8.1 - Indemnification

An Independent Associate is fully responsible for his or her written and verbal statements regarding DES ALPES products, services and compensation plan that are not expressly set forth in DES ALPES official literature. This includes statements and representations made through any source of communication media, whether in person, at meetings, online, through social media, in writing, or through any other means of communication. Independent Associates agree to indemnify DES ALPES and its officers, directors, employees and agents, and hold them harmless from any liability, including judgments, civil penalties, reimbursements, attorneys' fees, legal expenses or any loss of income incurred by DES ALPES as a result of the Independent Associate's unauthorized actions or representations. This provision shall survive termination of the Independent Associate's agreement.

3.8.2 - Product Claims

Independent Associates shall not make any claims, including, without limitation, testimonials, regarding DES ALPES products or services that are not set forth in DES ALPES' official literature or published on DES ALPES' official website. Under no circumstances shall the Independent Associate state or imply that any DES ALPES product is useful in the diagnosis, treatment, cure or prevention of any disease, injury or other medical condition. Any violation of this clause shall entitle the Company to terminate this agreement in accordance with Section 7.1.

3.8.3 - Compensation Plan Statements

When submitting or discussing DES ALPES's compensation plan, you must make it clear to interested parties that the financial success of a DES ALPES business requires commitment, effort and sales skills. Conversely, you must never assert that a person can achieve success without applying themselves diligently. You must not make any assertions likely to lead a potential Independent Associate to believe that he or she can succeed without commitment, effort and DES ALPES.

Any violation of this clause will entitle the Company to terminate this agreement in accordance with Article 7.1.

3.9 - Income Claims

Because Independent Associates do not have sufficient data to comply with the law regarding income claims, the Independent Associate who submits or discusses the DES

ALPES business opportunity or compensation plan with a potential Independent Associate must not make any income projections, income claims, or disclose his or her own income from DES ALPES (including, without limitation, showing checks, copies of checks, bank statements, or tax documents). Any violation of this clause will entitle the Company to terminate this Agreement in accordance with Section 7.1.

3.10 - Repackaging and Relabeling

DES ALPES products may only be sold in their original packaging. Independent Associates are prohibited from repackaging, relabeling, or altering labels on DES ALPES products. Tampering with labels/packaging may be a violation of federal and provincial laws and may result in civil or criminal liability. Independent Associates may affix a personalized sticker with their personal contact information to each product or product package, as long as they do not remove existing labels or cover text, graphics or other information on the product label.

3.11 - Points of Sale

Independent Associates are prohibited from selling DES ALPES products at any point of sale, and may not display or sell DES ALPES products or literature at any retail store. Online auction sites are points of sale, and may not be used to sell DES ALPES products.

3.12 - Trade Shows, Exhibitions and Other Sales Venues

Independent Associates may display and/or sell DES ALPES products at trade shows and professional exhibitions. Prior to submitting a deposit to an event promoter, Independent Associates must contact Independent Associate Services in writing to obtain conditional approval, as DES ALPES has a policy of allowing only one DES ALPES company per event. Final approval will be granted to the first Independent Associate who submits an official announcement of the event, a copy of the contract signed by the Independent Associate and the event director. Approval is valid only for the specified event. All requests to participate in a future event must be resubmitted to DES ALPES. DES ALPES reserves the right to refuse participation in any event that it does not deem appropriate for the promotion of its products, services or business opportunity. Approval will not be granted for swap meets, garage sales, flea markets or farmers markets, as these events do not contribute to the professional image of DES ALPES.

3.13 - Conflicts of Interest

3.13.1 - Non-Solicitation

DES ALPES Independent Associates are free to engage in other business opportunities or multi-level marketing (collectively, "Multi-Level Marketing"). However, during the term of this Agreement, Independent Associates may not directly or indirectly recruit other Independent Associates or clients of DES ALPES, other than those they personally sponsor, for any other multi-level marketing business or opportunity.

The Independent Associates and DES ALPES agree that this non-solicitation provision will apply throughout the country and all international markets in which the Independent Associates are established. The term "recruit" means the sponsorship or attempted sponsorship, solicitation, enlistment, attempted or actual encouragement, or effort to influence in any way, directly, indirectly or through a third party, another Independent Associate or DES ALPES customer to join or participate in another direct selling program or business opportunity.

3.13.2 - Participation of an Independent Associate in Other Direct Selling Programs

If an Independent Associate is involved in another direct selling program or business other than a DES ALPES business, the Independent Associate must ensure that his DES ALPES business is operated independently of the other businesses. To this end, the Independent Associate must adhere to the following rules:

- Independent Associates must not sell, or attempt to sell, programs, products or services that compete with DES ALPES and are sold through another marketing program to DES ALPES customers or Independent Associates. Any program, product or service that falls within the same generic categories as DES ALPES products or services is deemed to be competitive, regardless of differences in cost, quality or other distinct factors.
- Independent Associates must not display promotional materials, sales aids, products or services in the same location as promotional materials, or sales aids, products or services other than those of DES ALPES.
- Independent Associates shall not offer DES ALPES business opportunity, products or services to current or potential clients or Independent Associates in conjunction with any program, business opportunity, product or service other than those of DES ALPES.
- Independent Associates shall not offer business opportunities, products or services other than those of DES ALPES in the context of a meeting, seminar, convention, webinar, conference call or other event concerning DES ALPES.

- Independent Associates shall not use Des Alpes sales tools to recruit Independent Associates for any other marketing or direct sales program.

3.13.3 - Confidential Information

Confidential Information includes, but is not limited to, the identity of DES ALPES's clients and Independent Associates, the contact information of DES ALPES's clients and Independent Associates, the personal and/or collective revenue of Independent Associates, and the rank and/or performance levels of Independent Associates. Confidential Information is, or may be, made available to Independent Associates in their respective virtual offices. Access to this Confidential Information by Independent Associates is password protected, and the Confidential Information is a proprietary trade secret of DES ALPES. This Confidential Information is provided to Independent Associates in the strictest confidence, and is made available to them for the sole purpose of assisting Independent Associates in growing their DES ALPES business within their respective sales organizations. Each Independent Associate and DES ALPES agree that, except as provided in this confidentiality and non-disclosure agreement, DES ALPES will not provide any Confidential Information to any outside retailer.

In order to protect confidential information, Independent Associates shall not, on their own behalf or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any confidential information to any third party;
- Directly or indirectly disclose the password or other access code of their virtual office to any third party;
- Use the confidential information to compete with DES ALPES, or for any purpose other than promoting their DES ALPES business;
- Recruit or solicit any Independent Associate or client of DES ALPES;
- Mentioned on a report or in the Independent Associate's virtual office, or otherwise attempting to influence or induce an Independent Associate or DES ALPES customer to change their business relationship with DES ALPES; or
- Use or disclose to any person, partnership, association, corporation or other entity the confidential information.

3.13.4 - Targeting the sales force of other direct selling companies

DES ALPES does not approve of Independent Associates who specifically or knowingly target the sales force of another direct selling company in order to sell DES ALPES products, or to become an Independent Associate for DES ALPES, and DES ALPES does not approve of Independent Associates who solicit or induce members of the sales force of another direct selling company to violate the terms of their contract with that company. In the event that an Independent Associate is involved in such activity, the Independent Associate is at risk of being sued by the other direct selling company. If an Independent Associate is sued, arbitrated or mediated by a third party alleging that the Independent Associate is involved in improper recruiting of its sales force or customers, or is otherwise in breach of its contract with the third party, DES ALPES will not pay the Independent Associate's legal costs or attorneys' fees, and DES ALPES will not indemnify the Independent Associate in the event of a judgment, award of damages or settlement against the Independent Associate. In the event that the third party files or threatens to file a lawsuit against DES ALPES. As a result of the Independent Associate's conduct, the Independent Associate agrees to indemnify DES ALPES for all judgments, settlements, payments of any kind, litigation costs and attorneys' fees incurred by DES ALPES relating to any such legal action or threatened legal action.

3.14 - Errors or Questions

If an Independent Associate has any questions or believes that errors have occurred relating to commissions, bonuses, pedigree lists, enrollments or fees, the Independent Associate must notify DES ALPES in writing within 30 days of the date of the error or incident in question. DES ALPES shall not be liable for any errors, omissions or problems not reported to the Company within 30 days.

3.15 - Government Approval or Endorsement

Federal or provincial regulatory agencies do not approve or endorse direct selling or multi-level marketing programs or businesses. Accordingly, Independent Associates must not state or imply that DES ALPES or its compensation plan has been "approved," "endorsed," or otherwise sanctioned by any governmental agency.

3.16 - Income Tax

Each Independent Associate is responsible for paying federal, provincial, and local taxes on all income generated as an Independent Associate.

3.17 - Independent Associate Status

DES ALPES is committed to providing information for incoming and outgoing money. It is the responsibility of Independent Associates as self-employed individuals to file their income tax returns with the governments. DES ALPES requires photo identification (Driver's License, Passport or National ID and other).

3.18 - Insurance

You may insure your business. Your home insurance policy does not cover injuries, theft or damage to inventory or business equipment in the course of operating your business. Please contact your insurance broker to determine if your business property is insured. This can be accomplished by adding a "business" endorsement to your current home insurance policy.

3.19 - International Marketing

Independent Associates are authorized to sell DES ALPES products and enroll customers or Independent Associates only in countries where DES ALPES is authorized to operate its business, as indicated on the Company's official website, or any other official Company document. In addition, Independent Associates may not ship products or sales aids to a foreign country. For more information on international sponsorship, please see Section 2.14.

3.20 - Overstocking and Earning Bonuses

Independent Associates are prohibited from purchasing more product than they reasonably use or can sell to retail customers in a month, and from influencing any other Independent Associate to purchase more product than they reasonably use or can sell to retail customers in a month. In addition, purchasing bonuses is strictly prohibited. Buying bonuses includes any scheme or artifice to qualify for rank advancement, prizes, commissions or bonuses that have not been earned through the actual purchase of products or services by consumers. Buying bonuses includes, but is not limited to, purchasing products through a nominee or other artifice. Any violation of this clause will entitle the Company to terminate this Agreement in accordance with Section 7.1.

3.21 - Adherence to Laws and Ordinances

Independent Associates must comply with all federal, provincial and local laws and regulations in the operation of their business. Many cities have laws regarding home-

based businesses. In most cases, these ordinances do not apply to Independent Associates due to the nature of their business. However, Independent Associates must obey the laws that apply to them. If a city official advises an Independent Associate that an ordinance applies, the Independent Associate must be courteous and cooperative and immediately forward a copy of the ordinance to DES ALPES's Compliance Department.

Associates are independent contractors. The agreement between DES ALPES and the Independent Associates does not create an employer-employee relationship, agency, partnership, association or joint venture between the Company and the Independent Associate. Independent Associates shall not be treated as employees for their services for federal or provincial tax purposes. All Independent Associates are responsible for the payment of their federal, provincial and local taxes due as a result of any compensation earned as an Independent Associate of the Company. The Independent Associate has no authority (express or implied) to bind the Company to any obligation. Each Independent Associate shall establish his or her own goals, hours of work and methods of sale, provided that he or she complies with the terms of the Associate Agreement and applicable laws. Independent, these DES ALPES Policies and Procedures.

3.22 - Request for documents

Any request for copies of invoices, applications, activity reports or other documents from the Independent Partner will cost \$5.00 per page, per copy. This amount covers postage and the time required to locate the documents and make copies thereof.

3.23 - Sale, Transfer or Assignment of a DES ALPES Business

Although a DES ALPES Business is an independently owned and operated business, the sale, transfer or assignment of a DES ALPES Business, as well as the sale, transfer or assignment of an interest in a business entity that owns or operates a DES ALPES Business, are subject to certain restrictions.

If an Independent Partner wishes to sell his or her DES ALPES Business or his or her interest in a business entity that owns or operates a DES ALPES Business, the following criteria apply:

- The purchaser or assignee must become a DES ALPES Independent Partner in good standing. If the buyer is an active DES ALPES Independent Associate, the buyer must first close his or her DES ALPES business and wait six calendar months before acquiring an interest in another DES ALPES business.

- Before the sale, transfer or assignment is finalized and approved by DES ALPES, the selling party must pay all debts owed to DES ALPES.

- The selling party must be in good standing and not in breach of any term of the Agreement in order to be eligible to sell, transfer or assign a DES ALPES business.

Prior to selling an independent DES ALPES business or an interest in a business entity, the selling Independent Associate must notify the DES ALPES Support Department in writing of his or her intent to sell his or her DES ALPES business or interest in a business entity. The selling Independent Associate must also obtain written authorization from the Support Department before proceeding with the sale. No change in the sponsorship lineage may result in the sale or transfer of a DES ALPES business.

3.24 - Online Sponsorship

When sponsoring a new Independent Associate through an enrollment process, the sponsor may assist the applicant in completing the enrollment documentation. However, the applicant must personally read and approve the online application and agreement, the DES ALPES Policies and Procedures, and the DES ALPES Compensation Plan. The sponsor may not complete the application and agreement on behalf of the applicant or approve these documents on behalf of the applicant.

3.25 - Succession

Following the death or incapacity of an Independent Associate, his or her business may be bequeathed to his or her heirs. The appropriate legal documentation must be submitted to DES ALPES to ensure the proper transfer of the business. When a DES ALPES business is transferred by will or other testamentary document, the beneficiary is entitled to receive all bonuses and commissions from the deceased Independent Partner's marketing organization, provided the following conditions are met. The successor(s) must:

- Sign an Independent Partner agreement;

- Comply with the terms of the agreement;

- Comply with all conditions relating to the status of the deceased Independent Partner;

- The legatee must provide DES ALPES with a “recording address” to which all bonus and commission payments will be sent;

- If the business is transferred to joint legatees, they must form a business entity and obtain a federal taxpayer identification number. DES ALPES will issue all bonuses and commissions, as well as an appropriate slip to the business entity.

3.26 - Transfer following the death of an Independent Partner

To effect a transfer by will of a DES ALPES business, the executor of the estate must provide the following documents to DES ALPES:

- (1) the original death certificate;
- (2) certified letters of probate or a letter of administration appointing an executor; and
- (3) written instructions from the executor authorized to DES ALPES specifying to whom the business and income are to be transferred.

3.27 - Transfer following the incapacity of an Independent Partner

To effect a transfer of a business following incapacity, the successor must provide the following documents to DES ALPES:

- (1) a copy of the designation of a legal guardian;
- (2) written instructions from the legal guardian explaining how the business income is to be paid; and
- (3) a duly completed Independent Partner Agreement signed by the legal guardian.

3.28 - Divorce

DES ALPES will honor a valid divorce decree or settlement agreement with respect to the ownership of the Positions, provided that the resolution does not cause a conflict with the statements of the Policies and Procedures. In addition, Positions may not be divided into separate interests and in the event of a divorce decree that results in the division or separation of the Position, the Position will be automatically closed on the date of such decree.

3.29 - Telemarketing Techniques

Independent Associates shall not engage in telemarketing in the course of operating their business. The term "telemarketing" means making one or more telephone calls to

a person or entity for the purpose of inducing them to purchase a DES ALPES product or service, or recruiting them for a DES ALPES business opportunity. Unsolicited calls to potential customers or Independent Associates to promote DES ALPES products or services, or DES ALPES business opportunity, constitute telemarketing and are prohibited.

3.30 - Access to Virtual Office

DES ALPES provides virtual offices to its Independent Associates. Virtual offices allow Independent Associates to access confidential and proprietary information that may be used exclusively for the purpose of promoting the development of an Independent Associate's DES ALPES business and increasing sales of DES ALPES products. However, access to virtual offices is a privilege and not a right. DES ALPES reserves the right to deny access to virtual offices to Independent Associates at its sole discretion.

3.31 - Change of Address, Telephone and Email Address

The Independent Associate whose contact information has changed must modify his or her contact information in his or her Virtual Office.

3.32 - Continuation of Development Obligations

3.32.1 - Continuing Education

Any Independent Associate who sponsors another DES ALPES Independent Associate must provide the Independent Associate with ongoing training and assistance to ensure that the Associates in his or her organization are properly managing their DES ALPES business. Independent Associates must be in constant communication with the Independent Associates in their respective organizations. Examples of constant communication include newsletters, written correspondence, personal meetings, telephone calls, emails, and accompanying Independent Associates to DES ALPES meetings, training sessions and other events.

Independent Associates are also responsible for motivating and training new Independent Associates on DES ALPES product knowledge, effective sales techniques, the DES ALPES compensation plan, and compliance with Company Policies and Procedures.

Independent Associates are responsible for monitoring Independent Associates in their organizations to ensure that they do not make misleading statements about the products or the company or engage in illegal or inappropriate conduct.

3.32.2 - Increased Training Responsibilities

As Independent Associates advance through the ranks, they will be expected to share their knowledge with less experienced Independent Associates within their organization.

3.33 - Negative Comments

DES ALPES wants to provide its Independent Associates with the best products, compensation plan, and service in the industry. Therefore, we appreciate your constructive criticism and comments. You may submit such comments in writing to info@desalpes.world. While DES ALPES appreciates constructive feedback, negative remarks and comments made by Independent Associates about the Company, its products or its compensation plan are intended only to diminish the enthusiasm of other DES ALPES Independent Associates. For this reason, and in order to set an example for their downline, Independent Associates must not disparage, belittle or make negative comments about DES ALPES, other Independent Associates, DES ALPES products, compensation plan and marketing or DES ALPES officers, directors or employees.

Complaints and concerns regarding DES ALPES and/or its products should be directed to customer service. Any disputes or disagreements between an Independent Associate and DES ALPES shall be resolved through the resolution process set forth in the Agreement and the Company and the Independent Associates specifically agree not to demean, discredit or criticize each other on the Internet or other forum.

SECTION 4 - REQUIREMENTS RELATING TO SALES

4.1 - Sale of Products

The DES ALPES compensation plan is based on the sale of products and services to consumers. It is prohibited to purchase or have DES ALPES products purchased for the sole purpose of qualifying for commissions or bonuses.

4.2 - Standing Order

Independent Associates have the option to enroll in a standing order program in order to receive pre-selected products every month. This standing order is shipped only in the event that the Independent Associate has forgotten to place an order as stipulated in the compensation plan.

The Independent Associate may, at any time, change or cancel the monthly automatic shipping order on his virtual office. Orders will be shipped each month.

The amount of the order will be debited from the payment method provided in the Associate's file. If notice to cancel automatic shipping is received late, cancellation will take effect the following month.

4.3 - Payments and Authorizations

All orders must be accompanied by proper payment, including shipping and applicable taxes. If paying by check, please allow three to five days for your payment to be processed. Orders will be shipped upon bank clearance.

No exclusive territories are granted to any person.

4.4 - No Exclusive Territories

4.5 - Sales Receipts

All Independent Associates must provide their retail customers with a copy of the official DES ALPES sales receipt at the time of sale. These receipts set forth the customer satisfaction guarantee, as well as the rights conferred by federal or provincial consumer protection law. Independent Associates must retain a copy of all sales receipts for as long as required by law and regulation, and provide them to DES ALPES upon request. Records documenting the purchases of Independent Associates' Retail Customers who make purchases on the Independent Associate's copy of the website will be maintained by DES ALPES.

Please remember that customers must receive a copy of the sales receipt. In addition, Independent Associates must verbally inform the purchaser of their cancellation rights.

4.6 - Order Confirmation

A confirmation email for each order will be sent to the email address on file with the Independent Associate and the products will be shipped to the designated address. It is the Associate's responsibility to ensure that DES ALPES has accurate and up-to-date information about your current email address and shipping address. DES ALPES is not

responsible for orders not delivered due to incorrect information in the Independent Associate's file

4.7 - Termination rights

You may terminate your contract with DES ALPES for any reason and at any time provided that you send DES ALPES written notice that includes your original signature, your name in block letters, your address and your customer number.

SECTION 5 - BONUSES AND COMMISSIONS

5.1 - Eligibility for Bonuses and Commissions

The Independent Associate must be active and in compliance with the Agreement to receive bonuses and commissions. As long as the Associate complies with the terms of the Agreement, DES ALPES will pay commissions to the Independent Associate in accordance with the Compensation Plan.

5.2 - Adjustment of Bonuses and Commissions

The referral activity is deemed accurate and reliable. However, due to various factors, including, but not limited to, the inherent possibility of human, numerical and mechanical error; the accuracy, completeness and timeliness of order fulfillment; the refusal of a credit card and electronic check payment; returned products; check and credit card rejections; the information is not guaranteed by DES ALPES or any other person creating or transmitting the information.

To the extent permitted by law, DES ALPES or others creating or transmitting the information shall not be liable to you or any other person under any tort, contract, negligence, strict liability, product liability or any other legal theory relating to any subject matter of this Agreement or the terms and conditions thereof.

Your access to and use of DES ALPES' online and telephone reporting services and your reliance on this information are at your own risk. This information is provided to you "as is". If you are not satisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to the online and telephone reporting services and no longer rely on this information.

5.2.1 Adjustments, Refunds and Returned Products

Independent Associates receive bonuses and commissions based on final sales of products and services to consumers. When a product is returned to DES ALPES for refund, is repurchased by the Company or when the buyer issues a refund, the bonuses and commissions attributed to the returned or repurchased product(s) will be deducted in the month in which the refund is issued, and for each payment period thereafter until the commission is recovered from the Independent Associate who received the bonuses and commissions on sales of the refunded products.

5.2.2 - Commission Payments

The Company makes commission payments by direct deposits in the Virtual Office and the choice is given to the Independent Associate.

SECTION 6 - WARRANTIES, RETURNS

6.1 - Order cancellation and product warranty

DES ALPES does not offer any refund guarantee to customers of Independent Associates on returned products. The Associate must contact the supplier within 30 days from the date of purchase.

6.2 - Return of inventory for sale by the Independent Associate

6.2.1 - Return of inventory without cancellation

The Independent Associate may return the products and sales tools that he/she has purchased personally from DES ALPES (purchases from other Independent Associates or third parties that are not subject to a refund), and that are in a resalable condition (see the definition of "resalable" in article 6.2.3), as long as the products and/or sales tools were purchased within 30 days of the cancellation date. Shipping and handling costs incurred by the Independent Associate at the time of purchase of the products or sales aids will not be refunded, as will return shipping costs.

6.2.2 - Return of Inventory and Sales Aids by the Independent Associate following Termination

Following the termination of an Independent Associate agreement, the Associate may return the kits, products and sales tools that he/she personally purchased from DES ALPES (purchases from other Independent Associates or third parties are not subject to a refund), and that are in a resalable condition (see the definition of "resalable" below),

as long as the products and/or sales tools were purchased within 180 days of the cancellation date.

Upon receipt of a resalable kit and/or resalable products and sales aids, the Independent Associate will be reimbursed 100% of the net cost of the original purchase. Shipping and handling fees incurred by the Independent Associate at the time of purchase of the kit, products or sales aids will not be refunded, nor will return shipping fees.

If purchases were made by credit card, the refund will be issued to the same account. If an Independent Associate has received a commission for a product that he or she purchased, and such product is subsequently returned for refund, the commission that was paid for that product will be deducted at the time of the refund.

6.2.3 - Definition of Deemed "Resalable"

Products and sales aids shall be deemed "resalable" if each of the following conditions is met:

- 1) unopened and unused;
- 2) packaging and labeling not altered or damaged; and
- 3) returned to DES ALPES within the time allowed in Section 6.1, 6.21 and 6.2.2 following the date of purchase.

Any merchandise clearly identified at the time of sale as non-returnable, discontinued, or seasonal is not resalable. Mirror website fees are not refundable.

6.3 - Procedures to follow for all returns

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

- All merchandise must be returned by the Independent Associate or customer who purchased it directly from DES ALPES or an associate.
- All returned products must be accompanied by a return authorization number, which can be obtained by calling Independent Associate Services or Customer Service. This return authorization number must be written on each returned box.

· The return must also include:

- The original packing slip and the DES ALPES or associate document.

duly completed and signed consumer return;

– The unused portion of the product in its original container.

· Proper shipping boxes and packing materials must be used to package products to be returned for replacement and the most economical and efficient shipping method must be suggested. All returns must be shipped to DES ALPES or associate prepaid. DES ALPES does not accept collect shipments. The risk of loss during shipping of a returned product must be assumed by the Independent Associate. If the returned product is not received by the Company's Distribution Center, it is the Independent Associate's responsibility to trace the shipment.

If an Independent Associate returns merchandise that was returned to them by a retail customer, DES ALPES must receive the product within ten (10) days from the date the retail customer returned the merchandise to the Independent Associate and must be accompanied by the sales receipt that the Independent Associate provided to the customer at the time of purchase. No refund or replacement of product shall be made if the conditions are not respected.

SECTION 7 - DISPUTE RESOLUTION AND DISCIPLINARY MEASURES

7.1 - Disciplinary Measures

A violation of this Agreement, these Policies and Procedures, a violation of any rule of common law, including, without limitation, any duty of loyalty, any illegal, fraudulent, deceptive or unethical conduct or any action or omission by an Independent Associate that, in the sole discretion of the Company, may harm its reputation or goodwill, may result, at the discretion of DES ALPES, in one or more of the following corrective measures:

· Issuance of a warning or a peremptory written notice;

· Require the Independent Associate to take corrective measures immediately;

· DES ALPES may withhold the Independent Associate's bonuses and commissions in whole or in part, during the period DES ALPES investigates the alleged conduct that may have violated the Agreement. If an Independent Associate's business is closed for disciplinary reasons, the Independent Associate is not entitled to recover the commissions withheld during the investigation;

- Suspension of the Independent Associate's agreement and the person's independent business for one pay period or more, without pay.
- Forced termination of the violator's Independent Associate's agreement;
- Suspension and/or cancellation of the Independent Associate's website or access to the DES ALPES website;
- Any other measure expressly provided for in any provision of the Agreement, or DES ALPES deems practical to implement and appropriate to fairly resolve the harm caused in whole or in part by the Independent Associate's breach of policy or contract;
- In situations deemed appropriate by DES ALPES, the Company may take legal action.

7.2 - Grievances and Complaints

When an Independent Associate has a grievance or complaint against another Independent Associate regarding a practice or conduct related to their respective DES ALPES businesses, the complaining Independent Associate must first report the matter to his or her sponsor, who will analyze the situation and attempt to resolve the dispute with the other party's upline sponsor. If the cause requires the interpretation or violation of a Company policy, it must be reported in writing to DES ALPES Independent Associate Support Services. Independent Associate Support Services will analyze the facts and render a decision.

7.3 - Mediation

For claims of \$10,000.00 or more arising out of or related to the Agreement, the parties must, prior to submitting the case to arbitration, meet and make their best efforts to resolve the dispute through confidential, non-binding mediation. A person acceptable to both parties will act as mediator. If the parties cannot agree on the identity of the mediator, the matter will immediately go to arbitration in accordance with the terms specified in 7.4. The mediation will take place within 60 days of the date on which the mediator is appointed. The mediator's fees, as well as the costs associated with holding the mediation, will be shared equally between the parties. Each party must pay its share of the expected shared costs at least 10 days before the mediation. Each party must pay the fees, costs and individual expenses associated with holding the mediation. The mediation will take place at the location designated by DES ALPES.

. 7.4 - Arbitration

Any dispute, difference, disagreement, controversy or claim arising out of or related to this Agreement, including any question relating to its existence

This arbitration agreement survives termination of the agreement.

7.5 - Governing Law

The laws in force in the place designated by DES ALPES govern this agreement and any dispute or claim arising out of or relating to this agreement. Any provision of this agreement that is deemed invalid or unenforceable under the laws of a jurisdiction where the agreement is to be performed shall be deemed severable within that jurisdiction and to the extent that it is invalid and unenforceable there, without affecting the remaining provisions of this agreement.

7.6 - Limitation of Damages

In any case relating to or arising out of the agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been advised of the possibility of such damages. The parties further waive all claims for exemplary and punitive damages. Notwithstanding the foregoing, this limitation of damages shall not apply to claims alleging breach of the non-solicitation or confidentiality provisions of these Policies.

SECTION 8 - PAYMENT AND SHIPPING

8.1 - Restrictions on Third Party Access to Financial Accounts

Independent Associates shall not authorize other Independent Associates, prospective Independent Associates, customers or prospective customers to use their credit or debit cards or authorize the debiting of their personal accounts to enroll or make purchases from DES ALPES

8.2 - Sales Taxes

Suppliers are required to charge sales taxes on all purchases made by Independent Associates, and to remit any taxes collected to the respective federal and provincial authorities.

8.3 - Shipping Schedule

Items are generally shipped according to the terms of the suppliers.

SECTION 9 - INACTIVITY, RECLASSIFICATION AND CLOSURE DES ALPES.

9.1 - Consequence of a closure

As long as an Independent Associate remains active and complies with the terms of the Independent Associate Agreement and these Policies and Procedures, DES ALPES will pay commissions to Independent Associates in accordance with the Compensation Plan. An Independent Associate's bonuses and commissions constitute the total compensation of the Independent Associate for the sales he or she makes and all activities related to sales (including the establishment of an organization).

Following the non-renewal of the Independent Associate's agreement, the closure of his or her business due to inactivity, or the voluntary or forced termination of his or her Independent Associate agreement (all of which are collectively referred to as "closure"), the former Independent Associate will have no right, title, claim or interest in the marketing organization that he or she operated, or in any bonuses or commissions derived from sales made by the organization.

An Independent Associate whose business is closed loses all of his or her rights as an Independent Associate. This includes the right to sell DES ALPES products and services and the right to receive bonuses, commissions or income derived from sales and other activities of the Independent Associate's former sales organization. In the event of a closure, Independent Associates agree to waive all rights, including, without limitation, ownership rights in their former organization and their commissions, bonuses or other compensation derived from sales and other activities of their former organization.

Following a termination of their Independent Associate agreement, the former Independent Associate must not hold themselves out as a DES ALPES Independent Associate, and is not permitted to sell DES ALPES products or services. An Independent Associate whose business is closed will only receive commissions and bonuses from the last pay period in which they were active prior to the closure (less any amounts withheld during an investigation prior to a forced termination).

9.2. - Consequences for failure to pay monthly virtual office fees

If an Independent Associate agreement fails to pay its monthly fees, its virtual office becomes inactive. He may reactivate it at any time by paying the agreed fees.

9.3 - Forced Termination

Any violation of any of the terms of the agreement by the Independent Associate, including any amendment that may have been made by DES ALPES at its sole discretion, may result in sanctions, as indicated in section 7.1, including the forced termination of his Independent Associate agreement. Termination will be effective on the date on which written notice is mailed, emailed, faxed or delivered by courier to the last known civic address or email address of the Independent Associate, or when the Independent Associate receives notice of termination, whichever is earlier.

DES ALPES reserves the right to terminate all Independent Associate agreements by written notice with thirty (30) days' notice in the event that it decides to: (1) cease its business activities; (2) dissolve the company; or (3) cease the distribution of its products by direct sales.

9.4 - Voluntary Termination

A participant in this multi-level marketing program has the right to terminate the agreement at any time, regardless of the reason. If termination is made in writing, the termination notice must be submitted to the Company's registered office address. The written notice must include the Independent Associate's signature, printed name, civic address and identification number. In addition to written termination, Independent Associates who have consented to electronic contracting will be required to terminate their Independent Associate Agreement in the event they withdraw their consent to transact electronically.

9.5 - Non-renewal

An Independent Associate may also voluntarily terminate their Independent Associate Agreement by writing an email to info@desalpes.world

9.6 - Definitions

Agreement - The contract between DES ALPES and each Independent Associate includes the Independent Associate Agreement and Application, the International Sponsorship Agreement - an application form that an Independent Associate must submit to become a sponsor in countries outside of his or her home territory.

International Sponsorship Agreement - an application form that an Independent Associate must submit to become a sponsor in countries outside of his or her home territory.

Associate - An independent contractor who is authorized to buy and sell DES ALPES products and build an independent DES ALPES business in accordance with the sections of these Policies and Procedures and the Compensation Plan.

Virtual Office - A secure online portal that provides access to the information and tools necessary for the Independent Associate to operate his or her DES ALPES business.

Retail Customer - A person who purchases DES ALPES products or services at retail prices from an Independent Associate.

Preferred Customer - a customer who is eligible to purchase DES ALPES products directly from DES ALPES but who chooses not to participate in the compensation plan.

Standing Order - a program available as an option to allow pre-selected, pre-authorized product orders to be shipped on a specific date each month. These orders are shipped on the date determined by the Independent Associate and will only be shipped if the Independent Associate forgets to place the order or does not meet the Personal Volume (PV) required to qualify for the compensation plan in the same month.

Independent Associate Form - a form that each Independent Associate or Preferred Customer must agree to sign (on paper or online) in connection with the Agreement.

Satisfaction Guarantee - the policy in which the Company agrees to refund or exchange a product that is not to the customer's satisfaction. Upline - refers to the Independent Associate or Independent Associates who are one level higher in the DES ALPES sponsorship line.

Level - an Independent Associate's position in a particular marketing organization determined by the number of levels between the Associate and his or her Sponsor. Marketing Organization - an Independent Associate's marketing organization includes the Independent Associates and customers listed in each Independent Associate's genealogy.

Referrer - An Independent Associate who enrolls another Independent Associate or Preferred Customer into the business, and who is designated a referrer upon DES ALPES's approval.

International Referrer - a qualified Independent Associate who has the right to refer other Independent Associates and earn commissions on sales in a territory other than his or her home region.

Affiliated Party - A shareholder, member, partner, director, trustee, or other party having an ownership interest in the business entity or management responsibilities.

Non-Solicitation Period - means a period during which the Independent Associate shall not solicit DES ALPES Associates or customers to join another direct selling business. The non-solicitation period begins at the time of enrollment and does not end until one year after the termination of the agreement with DES ALPES.

Compensation Plan - the DES ALPES compensation plan as a whole.

Buyback Policy - the product buyback policy as described in the DES ALPES Policies and Procedures is designed to protect Independent Associates from accumulating more DES ALPES products than they can use or sell in a reasonable period of time.

Policies and Procedures - The rules governing the conduct of Independent Associates in connection with their independent DES ALPES businesses including the reference documents as may be amended from time to time.

Position - an Independent Associate's business center in the compensation plan used to track sales made and to pay commissions on such sales.

Strategic Position - is a position under which an Independent Associate or Preferred Client is placed in the compensation plan.

Active Level - The term "Active Level" refers to an Independent Associate's current rank as determined by the DES ALPES compensation plan.

Mirror Site - A website provided by DES ALPES to Independent Associates who use the website templates developed by DES ALPE.

Effective September 22, 2024.