

## ENGLISH

### Colony Global Affiliate Agreement

This Colony Global Affiliate Agreement sets out the terms of the agreement between an independent Colony Global Affiliate (“Affiliate” “I” “me” “my” or “myself”) and Colony Global LLC and its parent, subsidiary and affiliated companies and businesses (together “Colony”). Capitalized terms used in this Agreement as defined terms shall have the meaning set out in this Agreement or in the Colony Policies and Procedures.

The parties agree as follows:

1. Agreement. “Agreement” shall mean this Colony Global Affiliate Agreement, Policies and Procedures in each country or situation-specific addendum(s), the Privacy Policy and Global Terms and Conditions and any other written agreement between the Affiliate and Colony. These documents in their current form, and as amended by Colony periodically, are incorporated by reference into the Agreement and together form the entire agreement between me and Colony. If there is a conflict between the Colony Global Affiliate Agreement and any other document or terms, the Colony Global Affiliate Agreement govern and control.
2. Acceptance. I shall become an Affiliate when Colony receives payment of the Colony Global Affiliate sign-up fee and accepts my application. I understand that Colony may decide not to accept my application.
3. Independent Contractor. I understand that as an Affiliate, I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Colony. This means that Colony will not withhold or deduct any federal, state or provincial taxes from my compensation unless Colony is required by law to do so.
4. Term. The Agreement will start on the date I am accepted as an Affiliate and end after one (1) year. I can ask Colony to renew the Agreement for another year by paying the current Colony Annual Membership renewal fee. I understand that Colony may decide not to renew my Agreement.
5. Termination. I may terminate this Agreement for any reason at any time by giving Colony written notice. If I terminate the Agreement within thirty (30) days of sign up I will be entitled to a full refund of the sign up- fee and any other fees paid in connection with the Agreement. I understand that if the Agreement is terminated at any time, and for any reason, return and repurchase of Products shall be in accordance with this Agreement and the terms and process set out in the Policies and Procedures. If I violate the Agreement Colony may suspend me as a Colony Global Affiliate and/or terminate this Agreement. If the Agreement is terminated for any reason, I understand that I will permanently lose all rights as an Affiliate. After termination I will have no rights to Commissions, bonuses and other compensation or any interest in my prior Colony sales organization (“Downline Organization”).
6. Credit Card Transactions. I authorize Colony to charge my primary credit card on file for any product purchases and/or my Membership fees. If the primary credit card on file declines or cannot be charged any other reason, if I have other credit cards on file, I agree Colony may charge another credit card on file”). If I do not have a valid payment method on file, I authorize Colony to deduct the MarP from any Commissions due to me or credited to my account

7. No Guarantee of Income. I understand that Colony does not guarantee that I will make any income or that my Colony business will be profitable. I shall not represent to others that an Affiliate is guaranteed an income or profitability. I understand that my income is dependent on the sale of Colony Products to the end-user. I have reviewed and understand the Colony Income Disclosure Statement and how it affects my Business.
8. Product and Opportunity Representations. I will not make false, misleading, or unsubstantiated statements about Colony Products or the Colony business opportunity. I will operate my Colony business in an ethical manner and abide by all federal or state laws, regulations, and guidance. I agree that I will not make statements about the actual or potential earnings of any Colony Global Affiliate at any time other than those contained in the current Income Disclosure Statement.
9. Release and Indemnification. I release Colony and its directors, officers, shareholders, members, partners, employees, agents, and assigns (together referred to as "Released Parties") from all claims for consequential, exemplary or punitive damages arising out of Colony's performance of its obligations under the Agreement. I indemnify the Released Parties from any claims or liability arising from my Colony business. This includes liability from representations about Colony Products, the Colony business opportunity, driving a motor vehicle, or the rental or use of meeting or training facilities for my Colony business.
10. Sales Tax / Value-Added Tax. I understand and agree that Colony shall collect all applicable sales, use, goods and services, and value-added taxes on the Suggested Retail Price of all taxable items sold to me.
11. Amendment of the Agreement. Except for the Dispute Resolution provision in Section 16, I understand that Colony may amend the Agreement and the documents referenced in the Agreement at any time. Amendments shall be effective when published on the Colony website at <https://Colonyclan.com> ("Colony Website"), in my virtual office or when sent to me via e-mail. The continuation of my Colony business, including the acceptance of compensation from Colony, shall constitute my acceptance of the amendments.
12. Use of Personal Information / Commercial Electronic Messages. I consent to Colony collecting and using my personal information under the Colony Privacy Policy. I also consent to Colony sending me commercial electronic messages and SMS text messages. I acknowledge that I can revoke my consent at any time by emailing [Support@colonyeurope.com](mailto:Support@colonyeurope.com). Colony requires access to certain personal information and the ability to send commercial electronic messages to support my business. I understand that if I wish to continue as an Affiliate, I may not be allowed to revoke this authority to collect and use personal information or withdraw my consent to Colony to send commercial electronic messages and/or SMS text messages.
13. Use of Name / Likeness. I agree that Colony may use my name, likeness, and personality to promote the Colony business in all media methods including testimonials, radio, television, cable, satellite, print, Internet, Internet streaming and social media. I agree that Colony shall own all rights to my personal testimonials, photographs/likeness and any work created from them. I release Colony, its representatives, employees, officers, members, partners, directors, agents from any liability and any claims that relate to the any use of my personal testimonials, name and/or photographs/likeness for any purpose.

14. Ethics. I understand that Colony is a family-oriented business that expects me to conduct myself with the highest ethics and integrity and in accordance with applicable law. I confirm that I have never been convicted of an indictable offense, charged with a crime involving moral turpitude or violated a court order.
15. Supervision and Training. I agree that I must supervise and train those Affiliates I sign up/sponsor. This means I must have regular communication with my Downline Organization.
16. If a dispute arises between me and Colony, its officers, employees, members, partners, Affiliates, or vendors or arising out of any Products sold by Colony, I agree that we will attempt in good faith to resolve the dispute in an amicable and mutually satisfactory manner.
  - a. If the dispute is not amicably resolved, either Party may serve a notice of arbitration ("Notice of Arbitration") on the other Party by personal delivery or by prepaid registered mail, courier, facsimile transmission, or email. Notice shall be effective on its receipt by the Party to whom it is addressed. The Notice of Arbitration shall be dated, and, without prejudice to any right under the applicable rules permitting subsequent modifications, shall specify the claims or issues which are to be arbitrated. The Parties shall schedule an arbitration to occur in Stanghella, Italy within forty-five (45) days of receipt of the Notice of Arbitration.
  - b. THE PARTIES SPECIFICALLY AGREE THAT IN ORDER TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF THE DISPUTE IN A TIMELY, EFFICIENT AND COST- EFFECTIVE MANNER, THEY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SHALL SETTLE THEIR DISPUTE SOLELY BY SUBMITTING THE CONTROVERSY TO BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RULES OF Italy ARBIT THEN IN EFFECT, EXCEPT THAT ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE.
  - c. The Parties shall attempt to select a mutually agreeable arbitrator from ARBIT's Panel of Arbitrators. If the Parties cannot agree on an arbitrator or an arbitrator is not selected by agreement within five (5) business days of receipt of the Notice of Arbitration and paying of the filing fees, an arbitrator shall be selected in accordance with the Commercial Rules of ARBIT.
17. Assignment. This Agreement sets out my rights and interests in my Colony Business. I may not assign this Agreement or any right or obligation under the Agreement. If this Agreement is properly assigned it will

bind and benefit my successors and assigns. Colony may assign this Agreement to an associated company or entity.

18. **Waiver.** No waiver of a breach of any term of this Agreement by me or Colony will be considered a waiver of a further breach of the same term or of any other term
19. **Invalidity.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid the rest of the Agreement will remain in full effect.
20. **Integration.** This Agreement, and the documents incorporated by reference, set forth the entire understanding and agreement between me and Colony.
21. **Headings.** Titles and headings used in this Agreement are for reference purposes only and shall not be used to interpret this Agreement.
22. **Notices.** All required notices must be in writing and will be considered given when delivered personally, by email or by registered or certified mail, return receipt requested, addressed as follows (or to any other address as either party may specify in writing: (i) If to Colony: Italia Srl (Colony European HQ), Via Nazionale, 154 35048 Stanghella (PD) Attention: Legal Department or via email to [support@colonyclan.com](mailto:support@colonyclan.com) (ii) If to the Affiliate: to the current address or email address listed in the Affiliate's profile page in the virtual office.
23. **Trademarks, Domain Names and Social Media Sites.** As a Colony Global Affiliate, I am allowed to use the Colony name, Colony trademarks, copyrighted material, and other Colony intellectual property for my Colony business and in approved advertising. I may not use the Colony name, trademarks, or other Colony materials if I terminate this Agreement, and I am no longer a Colony Global Affiliate. While I am a Colony Global Affiliate, I must not use Colony trademarks or any names or images that are similar to the Colony trademarks in any way that is not related to Colony. This includes use in a business name, email address, domain name or sub-domain name, social media site name, URL, telephone number or in any other address or title.
24. **Refunds / One-Year Buy Back.**
  - a. **60-Day Satisfaction Guarantee.** If an Affiliate or customer is dissatisfied with a Colony product, they may obtain a full refund for unused product within sixty (60) days of the date of purchase by contacting customer service. Colony will honor one refund request per product unless the product was received in a damaged or defective condition. Commissions paid to the Affiliate or her/his upline on the refunded product may be debited from the Affiliate's account and if applicable, the Affiliate's upline accounts.
  - b. **One-Year Buy Back.** If the Agreement is terminated by me or by Colony, Colony will repurchase (less appropriate set offs, legal claims, if any, and a 15.00 Euro re stocking fee) currently marketable Products purchased for resale, promotional materials, sales aids, tools, and kits purchased by me in the twelve (12) months prior to the date on which my Agreement is terminated. Products are "currently marketable" if they are commercially reusable and within the applicable shelf-life period. If Colony advised me when I purchased them that the Products were seasonal, discontinued, or special promotion Products I may not return them for buy- back.
25. **Compensation Plan.** I will, if eligible, receive bonuses and/or Commissions from sales to my personal customers (including Retail and Best Customers), and from my personal sales and sales by my Downline Organization under the current Colony Compensation Plan. Colony may vary or change eligibility

requirements in the Compensation Plan. As a Colony Global Affiliate to receive bonuses and /or Commissions, I will place primary emphasis upon the sale of Products to non-Affiliate customers. Commission rates may be adjusted for promotional, discontinued, or seasonal product pricing. If I do not submit my Tax ID Number, do not claim payments or Colony is unable to transfer funds to me for any reason Colony may charge a reasonable, monthly administration fee, which I agree may be debited from my Affiliate account balance until the balance on my account is zero.

26. Force Majeure. If either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, epidemic, pandemic, government act or order, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, that party shall not be liable to the other for any damages resulting from failure to perform.

By my signature or my acceptance online, I confirm that **I have read, understand, and agree to the terms of this Agreement.**