



## MEMBERSHIP AGREEMENT

*for independent marketers*

Effective Date as of February 24, 2023

### 1. GENERAL PROVISIONS

- 1.1. This Membership Agreement sets forth the conditions under which an individual or business entity may participate as a Comity Marketer and obtain the right to promote and sell Comity Services and Products and promote the Comity Opportunity.

The Application, this Membership Agreement, the General Terms and Conditions, the Compensation Plan, the Terms of Use, the Privacy Policy, the Risk Warning Statement, the KYC/AML/CFT Policy and the Cookie Policy provided to the Marketer by Comity and any future supplementary documents (“Policies and Procedures”) (collectively referred herein as the “Agreement”), such as may now exist or hereafter be amended, and shall constitute the complete and binding agreement between the Marketer and Comity, as further defined herein.

### 2. DEFINITIONS

- 2.1. As used herein, the following terms shall have the meanings set forth below, unless the context requires otherwise:
- 2.1.1. **“Marketer(s)” or “Comity Member(s)”** means an individual or business entity that enters into an Agreement with Comity for the promotion and sale of Comity Services and Products and the Comity Opportunity. In this Agreement, the term “Marketer” or “Comity Member” refers to you (referred hereinafter to as “you, his/her”, or “a/the marketer”, “Marketer” or “Member” as the context may require).
- 2.1.2. **“Application”**, means the online registration form used for admission to the Comity Platform, Web Office or website to become a Comity Member aka a Marketer.
- 2.1.3. **“Compensation Plan”**, means the current commissions and bonuses plan by which a Marketer is remunerated by Comity for successfully promoting or selling Comity Services and Products.
- 2.1.4. **“Distributorship”, “Activity” or “Position”** means your business activity as a Marketer.
- 2.1.5. **“Team”**, means a Marketer’s sales organisation and may include directly-mentored Marketers and people mentored by those Marketers.
- 2.1.6. **“Effective Date”**, means the date that an Application is accepted by Comity and the Marketer is notified of such acceptance by accessing the Comity Platform, Web Office or website.
- 2.1.7. **“Home Country”**, means the country in which a Distributorship is originally established and registered.



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- 2.1.8. **“Intellectual Property”**, means any patent, copyright, trademarks, service marks, service name, trade names, logos, brand mark, brand name, corporate name, Internet domain name or industrial design, any registrations thereof and pending applications therefor (to the extent applicable), any other intellectual property right owned by Comity (including, without limitation any know-how, trade secret, trade right, formula, conditional or proprietary report or information, membership list, any marketing data, business documentation, operation methods, processes and system, any computer program, software, database or data right, and license or other contract relating to any of the foregoing, and any goodwill associated with any business owning, holding or using any of the foregoing.
- 2.1.9. **“Comity”**, means Comity Vanguard Marketing Management Co. L.L.C, a United Arab Emirates limited liability company that has the responsibility to promote the Comity Services and Products and the Comity Opportunity or, if the context requires, another member of the Comity Group.
- 2.1.10. **“Comity Group”**, means all legal persons or entities under common ownership with Comity Vanguard Marketing Management Co. L.L.C. Hereinafter Comity Vanguard Marketing Management Co. L.L.C and The Comity Group may be referred to collectively as Comity. Comity Vanguard Marketing Management Co. L.L.C may assign its rights with regards to this Agreement to the Comity Group without notice.
- 2.1.11. **“Comity Business Partner”**, is a person with whom the Comity Group contracts for the provision of Comity Services and Products, Comity Business Tools, or the Comity Opportunity. Marketers are not Comity Business Partners.
- 2.1.12. **“Comity Opportunity”**, means the business opportunity provided by Comity to promote and sell Comity Services and Products and the Comity Opportunity.
- 2.1.13. **“Comity Services and Products”**, means services and products offered by the Comity Group, a Marketer, or a Comity Business Partner.
- 2.1.14. **“Comity Business Tools”**, means training and marketing materials produced by Comity or by a Comity Business Partner exclusively for Comity and available for purchase or access by Marketers from the Comity Platform, Web Office or website.

### 3. PURPOSE OF THIS AGREEMENT

- 3.1. After completing the Application on the Comity’s website (<https://www.thecomity.com/>), another designated URL or software, accepting the present Membership Agreement for Marketers, unless prohibited by law, an individual or business entity submits for admission to the Comity Platform, Web Office or website to become a Comity Member aka a Marketer. On the Effective Date an individual or business entity will have access to the Comity Services and Products, the Comity Business Tools through the Comity Platform or Web Office. An individual(s) or business entity(s) may not be entitled for being admitted as Marketers, nor can they derive any claims from non-admission.



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- 3.2. Once an individual or business entity has been accepted by Comity to become a Marketer, the benefits of the Agreement will be available to him/her or it as long as the Marketer is not in breach of the Agreement. Marketers are compensated based on the successful promotion and sale of Comity Services and Products in accordance with this Membership Agreement and the Compensation Plan. Success as a Marketer is based on the Marketer's individual efforts and abilities, and no earnings, profits, or business success are promised or guaranteed. No compensation is earned for the promotion of the Comity Opportunity or the mentorship of new Marketers.
- 3.3. As a Marketer he/she or it will have the non-exclusive right to promote Comity Services and Products and the Comity Opportunity, including through their personal invite link, in any country in which Comity operates and the right to mentor individuals or legal entities into his/her or it Team, subject to this Agreement and compliance with applicable laws and regulations in such countries.
- 3.4. Comity reserves the right to reject any Application for any reason whatsoever. Comity will not accept Applications containing intentionally falsified information and deems such Applications void.

### **4. TERM**

- 4.1. The Term of this Agreement is the period starting on the Effective Date and until the date when the Marketers account is deactivated voluntarily or due to a breach of this Agreement. Unless the Marketer cancels his/her or its Distributorship, the Marketer authorises Comity to use a third party to process payments, and consents to the disclosure of his/her payment information to such third party.

### **5. RIGHT OF WITHDRAWAL**

- 5.1. The Marketer acknowledges and consents that the immediate execution of this Agreement, will cause his/her withdrawal right in accordance with the International Distance Selling Directive to lapse and Marketer hereby irrevocably waives his/her right of withdrawal.
- 5.2. If a Marketer purchased Comity Services and Products, or Comity Business Tools, those purchases are governed by the terms and conditions applicable to such purchases.
- 5.3. As a Marketer, you can request a transfer of ownership of your Position to another person. This transfer is subject to Comity's Policies and Procedures and might be rejected without reason given.



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### 6. INDEPENDENT CONTRACTOR

- 6.1. The person submitting the Application confirms that he/she is authorised to enter into an Agreement with Comity and that he/she as identified in the online Application is at least 18 years of age (or the minimum age required in the Marketer's Home Country), if an individual or properly registered and in good standing in the jurisdiction where it is registered to do business, if a legal entity and be otherwise authorised to engage in direct selling in the country of residence. In case of a legal entity, shareholders, members, partners, employees, agents, beneficiaries, trustees and those who promote the legal entity (collectively, the "principals"), agree to remain personally liable to Comity and bound by the Agreement.
- 6.2. Comity will verify the Marketer's identity through applying "Know Your Customer" ("KYC") procedures. Failure to pass the KYC procedure can result in Membership cancellation. The documents submitted to verify the existence and status of a company may include documents issued by the country's company registrar that reflect the details and principals of the company.
- 6.3. The Marketer is a self-employed independent contractor, and the Agreement does not create a franchise or an employer/employee relationship, partnership, joint venture relationship or legal representative of Comity.
- 6.4. A Marketer shall have no legal right or authority to act on behalf of, represent, conclude any contracts or otherwise make any commitments whatsoever in the name of or on behalf of Comity, including but not limited to:
- bind Comity to any obligations or to make representations or give warranties;
  - incur any debts, obligations or liabilities;
  - sign any documents;
  - collect monies; or
  - take any actions that could impose any obligation vis-à-vis a third party.
- 6.5. As an independent contractor, Marketer is responsible for paying all relevant national insurance contributions, income taxes, VAT and making all relevant filings and returns required by law; and Marketer acknowledges that he/she is not covered by any employment protection legislation and will not be treated as an employee with respect to this Agreement for any tax or legal purposes, or otherwise. Marketer agrees to maintain adequate insurance against all relevant risks including public liability.
- 6.6. A Marketer may select their own means, methods and manner of work and may choose the hours and locations of their activities, subject to the obligations of this Agreement.
- 6.7. A Marketer who joins Comity can promote and sell Comity Services and Products and can also promote the Comity Opportunity and directly mentor Marketers in any country in which Comity operates provided that they comply with this Agreement and all local laws and regulations.



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### 7. FINANCIAL OBLIGATIONS OF MARKETERS

- 7.1. A Marketer is not required to purchase Comity Services and Products or Comity Business Tools or to participate in the Compensation Plan. If a Marketer purchases Comity Services and Products, the Marketer is subject to the terms and conditions of the applicable Agreement.
- 7.2. A Marketer shall be responsible for paying all income taxes and other taxes charged to the Marketer on amounts earned hereunder.
- 7.3. A Marketer conducts business for their own account and is responsible for all expenses, debts, and liabilities incurred in the operation of the Marketer's Distributorship and all financial and other obligations associated with the Marketer's business are the sole responsibility of the Marketer. Comity shall not be responsible for paying or reimbursing any such costs. A Marketer's compensation is based on the successful promotion and sale of Comity Services and Products and not on the amount of time worked.

### 8. DUTIES OF THE MARKETERS

8.1. Marketers may use only direct selling and relational marketing to promote Comity Services and Products and the Comity Opportunity. Marketers may use different channels for marketing such as social media, blogs, forums, chatrooms but those must clearly state that they are not official Comity channels and must not promote the services or opportunities of other Network Marketing companies in them. Marketers shall adhere to the highest ethical standards and comply with all local, national and international laws, regulations, and industry codes applicable to the Marketer's Activity. Violation of these laws and regulations may result in governmental regulatory action, which may include severe fines, confiscation of property, closure of business operations, or even imprisonment. Without limiting the generality of the foregoing, Marketers shall:

- be fully committed to upholding the core values of Comity;
- be honest and fair in its dealings as a Marketer;
- identify themselves as a Comity Marketer to prospective Marketers; it is prohibited to present oneself as official representative of the Comity Group or use wording to this effect in any marketing material, conversations, any form of media or online presences like representations in social media;
- not imply or state that he/she has any exclusive territory rights. There are no geographic limitations on the Marketer's Distributorship except in those foreign countries in which the Comity Group does not operate;
- perform all of his/her business activities in a professional and ethical manner, which will enhance the Marketer's reputation and the positive reputation of Comity;
- not engage in any conduct, make any statements or perform any actions that can negatively reflect on, cause harm, disturb, cause problems for or disparages Comity and its Marketers, employees, or any other Marketer;



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- provide full, truthful, and clear information about Comity and all terms, conditions including but not limited to prices of Comity Services and Products and the Comity Opportunity, Compensation Plan, refund rights and after-sales service;
- not use misleading, deceptive, or unfair sales practices or make false, misleading, or exaggerated claims about Comity Services and Products, or the Comity Opportunity;
- present the Comity Opportunity as nothing less than an equal opportunity regardless of ethnic background, sexuality, gender, nationality or religious or political beliefs;
- not promote, discuss or offer Comity Services and Products, the Comity Opportunity or Comity, its staff and Marketers in general together with any religious, spiritual or political organisations or individuals which implies any business or social association between Comity and the organisation or individual;
- only make such claims about Comity Services and Products and the Comity Opportunity as are contained in official Comity materials or otherwise authorised by Comity;
- advise potential Marketers of their right to withdraw from an Application and Agreement;
- provide new Marketers with access to and copies of any required documents, including the Application and Agreement, the terms and conditions and the financial obligations of a Marketer;
- fulfil his or her leadership responsibilities as a mentor, which includes training, supporting and communicating with its Team;
- not advertise Comity Services and Products or the Comity Opportunity in electronic or mass media (TV, radio, newspaper, email etc.), seek or participate in media coverage of any kind without Comity's prior written approval;
- never use spam e-mail and other forms of internet abuse (including spamming forums, blogs and other social media outlets) to seek sales. Therefore, the consent of each and every recipient is to be obtained prior to sending emails. Should Comity requests, Marketer must provide written evidence of such consent has been granted;
- not violate any applicable laws and regulations concerning the operation of their business (in particular competition law and law on direct selling), do not engage in deceptive or illegal practices, glorify violence, are not racist, pornographic or liable to corrupt youth, or unfit to be made generally accessible and will not misrepresent the Comity Services and Products and Comity Opportunity or the Compensation Plan;
- not represent, directly or indirectly, that the Comity Services and Products, Comity Opportunity or Compensation plan have been approved, reviewed or endorsed by any government agency unless Comity explicitly states so;
- not use or modify any logos, trademarks, product names, titles of works or trade names registered or belonging to the Comity Group beyond the scope of the advertising materials and other official documents already provided requires the written consent of Comity;
- not register their own trademarks, titles, websites or other intellectual property rights that contain logos, trademarks, product names, titles, or trade names of Comity in any country. The aforementioned prohibition applies to both identical and similar signs and the use of the aforementioned character in subdomains or other subcategories of the URL;
- not repackage, relabel or freely distribution any products or services of the Comity Group;



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- not organise promotional events unless any promotion for the event or anything presented at the event itself clearly indicates that the event is organised by Marketers and that it is not an official Comity Event. If necessary, Comity may at its sole discretion require changes or even cancellation of such events;
- not resell any Comity giftcodes at a discount price. This is strictly prohibited and will result in termination of the giftcode without refund and can lead to a termination of the Marketer position;
- immediately notify Comity of any breach or violation of the terms and conditions of this Agreement or any other internal and product specific rules of Comity. Any failure to enforce a Marketer's strict performance of any provision of this Agreement will not constitute a waiver of Comity's right to subsequently enforce such provision or any other provision of this Agreement;
- When promoting and selling Comity Services and Products, Marketers shall guarantee that prospective new Marketers have the opportunity to review the terms and conditions and price lists for the Comity Services and Products that they intend to purchase prior to submitting an order. When promoting the Comity Opportunity, Marketers shall guarantee that prospective new Marketers have the opportunity to review this Agreement, General Terms and Conditions, the Policies and Procedures, and the Compensation Plan prior to submitting an Application and monitor and enforce their compliance. Marketers shall inform prospective new Marketers that success as a Marketer depends on the successful promotion and sale of Comity Services and Products. Marketers will be held liable for the conduct of prospective new Marketers.
- Marketers shall not make any representation, promise or guarantee that prospective new Marketers may or will obtain any specific earnings, profits, or business success or that such earnings, profits, or business success are easily achievable. A Marketer's failure to adhere to the provisions of this clause 8 will subject the Marketer to compliance action under clause 23.
- A Marketer shall indemnify Comity pursuant to clause 18.4 if Comity incurs any financial or other liability as a result of the Marketer's noncompliance with this clause 8.

### **9. ACCESS TO COMITY PLATFORM, WEB OFFICE OR WEBSITE**

9.1. Due to maintenance or other improvements of the Comity Platform, Web Office or website certain functions may be temporarily unavailable. Comity will not be liable if the Comity Platform, Web Office or website is unavailable at any time due to any interruption, failure or technical issue.

9.2. Comity endeavours to continuously develop and improve the available Comity Services and Products, Comity Business Tools and the Comity Platform, Web Office or website. In the course of such development, Comity may enhance, expand or slightly modify individual applications and functions. This includes the discontinuation of functionalities or other features. Comity may alter Services or Products, in particular if such alterations are customary in the industry or if changes are legally demanded.



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- 9.3. From time to time, Comity may invite a Marketer to try products or features related to Services or Products, that are not generally available to all Marketers or the public or Comity may release products or features related to Services or Products that are identified in the Comity Platform, Web Office or website as alpha, beta, preview, pilot, limited release, or by a similar designation (collectively, "Beta Services"). Beta Services may be provided for evaluation or testing purposes only, and, therefore, may contain bugs or errors, and may not be as reliable as other features of the service. Comity may discontinue Beta Services at any time in its sole discretion, and Comity may decide not to make Beta Services generally available. For the avoidance of doubt, Beta Services are a part of the Services and Products, and, therefore, are subject to the terms of this Agreement, including, without limitation, Section 18.
- 9.4. Marketers shall not to circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Comity Platform, Web Office or website; use any robot, spider, scraper or other automated means to access the Comity Platform, Web Office or website; decompile, reverse engineer or disassemble any software or other products or processes accessible through Comity; insert any code or product or manipulate the content of Comity in any way; or use any data mining, data gathering or extraction method. In addition, Marketers agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with Comity, including any software viruses or any other computer code, files or programs.
- 9.5. Marketers shall not engage or use any bugs, glitches, vulnerabilities or unintentional mechanics in the Company's platform, web office, website or otherwise to get an advantage or to gain ranks, commissions, bonuses or otherwise violate the terms and conditions of the Company.

### **10. USE OF INTELLECTUAL PROPERTY**

- 10.1. The Comity Intellectual Property are protected under copyright law and other statutory provisions and are owned by Comity.
- 10.2. During the Term of this Agreement Comity gives Marketers a revocable, non-exclusive and non-transferable license to use Comity's trademarks and copyrighted materials only for the purpose of promoting and selling Comity Services and Products, and the Comity Opportunity, as further specified in this Agreement, provided that this use complies with the stipulations of local law and regulations and takes place exclusively in the context of this Agreement. This Agreement does not convey any other rights of use of Comity's Intellectual Property.
- 10.3. Nothing herein shall grant Marketers any right, title, or interest in Comity's Intellectual Property. To protect the Comity's rights, a Marketer may not obtain, through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to Comity's names, trademarks, logos, or trade names and those of Comity's Services and Products or any derivative thereof. Unlawful use of any trademark that is not owned or licensed by Comity is strictly prohibited.





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- 10.4. Marketer expressly recognises that any and all goodwill associated with the trademarks and copyrighted materials (including goodwill arising from Marketer's use) inures directly and exclusively to the benefit of Comity and is the property of Comity and that, on expiration or termination of the Agreement, no monetary amount shall be attributable to any goodwill associated with Marketer's use of the trademarks or copyrighted materials.
- 10.5. Marketers may not alter or modify the Intellectual Property or any materials containing it without Comity's prior written approval. Unauthorised use of the Intellectual Property is a violation of this Agreement. Marketers are liable to Comity for any damages arising out of their misuse of Comity's trade names, trademarks, service marks, copyrights and other intellectual property rights, in any form, except as specifically authorised by this Agreement or as otherwise approved in writing by Comity.
- 10.6. The right of use granted by this clause 10 may be terminated by Comity at any time without notice and shall end immediately upon notification of such breach, without limiting Comity's rights and remedies available at law. In case of termination of this Agreement, regardless of the reason, the right of use set out herein will be automatically revoked.

### 11. USE OF MARKETING AND TRAINING MATERIALS

- 11.1. Marketers may use printed and electronic materials that are produced by themselves to promote or sell Comity Services and Products and the Comity Opportunity and to train other Marketers. These materials must include the Comity logo (available on the Comity Platform, Web Office or website) and must also include the Marketer's Full name and information that they are a Comity Marketer. Self-produced materials cannot give the impression that they are official Comity material. Promotional statements from one country may not be appropriate or legal in another country. Marketers must comply with all requests to remove such promotions, statements and/or posts regardless of its origin.
- 11.2. Because many aspects of the Comity Services and Products and the Comity Opportunity are regulated, compliance with advertising laws is important. Comity makes every effort to comply with advertising law and expects the same from each Marketer.
- 11.3. When renting a facility for a meeting or event, any fee charged to attending Marketers and their guests shall be limited to what is reasonably necessary to cover the direct costs of the meeting or event. Such meetings or events are not intended to provide a profit to Marketers.
- 11.4. Marketers may not make a profit from the sale or resale of marketing or training materials, whether produced by Comity or the Marketer, but Marketers may charge for such materials in an amount intended solely to recover the Marketer's direct costs for the production of such materials.
- 11.5. Comity may exercise its option to request records relating to the Marketer's direct costs or other matters as described herein or as required by applicable law. The Marketer shall provide written evidence of such records within 14 days.



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### 12. ETHICS AND COMPLIANCE WITH LAW

12.1. The promotion and sale of Comity Services and Products and the Comity Opportunity is subject to governmental regulation by local, national, and international governmental authorities. Marketers shall adhere to all applicable laws and regulations when promoting Comity Services and Products and the Comity Opportunity. This obligation includes, but is not limited to compliance with all laws, regulations, and industry codes applicable to the promotion and sale of Comity Services and Products and the Comity Opportunity, including consumer protection, direct selling, distance selling, telecommunications, and data protection rules:

- obtaining any permits, trade licenses, or registrations, including visas and work authorisations, required in any country in which a Marketer chooses to operate their business;
- maintaining accurate and complete records (such as order forms, invoices, and receipts) in connection with the operation of the Marketer's business;
- making all registrations, notifications, and filings necessary to ensure the proper assessment and payment of taxes (including personal and corporate income tax, national or local business taxes and VAT), governmental fees, and social contributions (such as social security and pensions).

### 13. COMPENSATION

13.1. Subject to adherence of this Agreement and compliance with governmental regulation by local, national, and international governmental authorities, Marketers are compensated and promoted to higher positions in accordance with the then-current Compensation Plan and based on the successful sale of Comity Services and Products by Marketers and the Marketers' Team. A Marketer understands and acknowledges that success as a Marketer is determined by the Marketer's own efforts and abilities and that a Marketer is not guaranteed any specific earnings, profits, or business success. A Marketer confirms that neither Comity nor another Marketer has promised or guaranteed specific earnings, profits, or business success. **NO COMPENSATION IS EARNED FOR THE PROMOTION OF THE COMITY OPPORTUNITY OR THE RECRUITMENT OR MENTORING OF NEW MARKETERS.** Marketers have no claim to any further compensation or expenses or costs other than as set out in the Compensation Plan.

13.2. A Marketer acknowledges that the Marketer must have an active Distributorship at the time compensation is paid in order to receive payment. A Marketer confirms that the provisions of this clause 13 are reflected in the consideration provided under this Agreement and in the decision by the Marketer to enter into this Agreement.

13.3. Comity may suspend or revoke payment if a Marketer is in breach of any term or condition of this Agreement. Comity may also debit the Marketer's account or withhold payable Compensation.



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### 14. INVOICES AND PAYMENT OF COMPENSATION

- 14.1. Your Comity Platform, Web Office or website dashboard keeps track of your Compensation and lets you deposit, redeem or transfer them under the Coin Account, FZS Account and BUSD Account (together "Coin Account"). Your Coin Account balance can only be redeemed for cryptocurrency through the available payment platforms. The balance on your Coin Account does not expire and we do not assess any service fees for non-use. The balance on your Coin Account does not accrue interest.
- 14.2. The balance on your Coin Account can only be transferred to another Marketer to be used for payment or recurring payments of purchases of the Comity Products and Services only. Any transfer to another Marketer will be subject to a KYC procedure as set out in section 6.2.
- 14.3. Comity will not be responsible for any lost or stolen balances in your Coin Account.
- 14.4. We reserve the right to correct the balance of your Coin Account if we believe that a clerical or account error has occurred.
- 14.5. If a Marketer is registered as a business, the Marketer and Comity agree to use self-billing in regard to the receipt of the Compensation. The Marketer authorises Comity to prepare and issue receipts or invoices (Invoices) in the name of and for the account of the Marketer.
- 14.6. Invoices will be prepared and issued electronically, along with the payment of any amounts due from Comity following the end of the relevant reporting period.
- 14.7. The parties agree that this delivery method constitutes acceptance of the Invoice and receipt of payments due from Comity. Marketers shall be liable for any taxes and duties, including VAT, at the appropriate rates, on the amounts payable under this Agreement in accordance with current legislation. Accordingly, where applicable, Comity may be required to withhold a percentage on Marketer income depending on the amount of the compensation earned. It is the Marketer's responsibility to disclose income from Comity activities to the tax authorities and pay the applicable income taxes.
- 14.8. Where applicable, if VAT registered, Comity will include VAT at the United Arab Emirates standard prevailing rate or reverse charge VAT, unless the Marketer sends a completed, valid VAT certificate that shows that he/she do not have to pay VAT at the standard rate. In such case, Comity will include VAT at the appropriate reduced rate from the date Comity receives the certificate.
- 14.9. Marketers shall not issue an invoice for any amounts Marketers has agreed Comity can issue a self-billed Invoice for under this Agreement.
- 14.10. Comity shall issue sequentially numbered invoices using a number block assigned to the Marketer. The Marketer acknowledges that a fee will be applied for processing payments to the Marketer.



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- 14.11. Marketers shall not modify or delete any Invoice and shall prevent unauthorised access to Invoices using a Marketer's login details. A Marketer shall promptly inform Comity of any change to their name, address, VAT registration, or other details that may affect the issuance of Invoices. If a Marketer is or becomes registered as a VAT payer and fails to inform Comity of such registration, Comity shall have no financial or other responsibility with respect to previously issued invoices and no obligation to re-issue Invoices.
- 14.12. Comity may set off any payments due and payable under this Agreement against any debts owed by the Marketer to Comity from time to time.
- 14.13. Comity reserves the right to reduce, withhold or recoup payments if it has been identified that an error has occurred regardless as to the source of the error.

### 15. DISPUTES BETWEEN MARKETERS

- 15.1. When a Marketer has a grievance or complaint with another Marketer regarding any practice or conduct in relationship to his/her Distributorship, the Marketer should try to amicably resolve it with the other Marketer. If the matter involves interpretation or violation of the Agreement by the other Marketer, the complaining or aggrieved Marketer must report it in writing to the Comity Compliance Department, via email or certified mail. Details of the incident such as dates, persons involved, witnesses and any other supporting documentation should be included in the report. Anonymous complaints will be accepted, but Comity may not take corrective action without credible evidence. Comity may inform a Marketer's team leaders of any actions or potential actions taken pursuant to this section 15. Should the Comity Compliance Department determine that a grievance or complaint does not involve interpretation or violation of the Agreement by the other Marketer, any costs and/or expenses, including allocation of time and resources, related to the investigation that leads to such determination shall be borne by the complaining or aggrieved Marketer.
- 15.2. Marketers shall notify Comity of any Marketer's complaints regarding either the Comity Services and Products or the Comity Opportunity and immediately forward to Comity the information regarding those complaints.
- 15.3. Remedies elected by Comity are within its sole discretion. All remedies are cumulative and not exclusive of other remedies, including suspension and termination, if Comity, in its sole discretion, determines that such action is appropriate and necessary to protect Comity and Comity Business Partners.

### 16. TERMINATION

- 16.1. Comity may terminate this Agreement at any time in writing upon 14 days' notice to a Marketer or immediately if a Marketer breaches any provisions of this Agreement. Notice of the termination shall be delivered in writing to the Marketer by email. Comity reserves the right to terminate all Agreements upon 30 days' notice if Comity elects to:



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- cease business operations;
- dissolve as a business entity; or
- terminate distribution of all or parts of its Services and Products.

### 17. EFFECT OF TERMINATION

17.1. Immediately upon termination, the terminated Marketer:

- Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Comity Services and Products or Comity Opportunity;
- Must cease representing himself/herself as a Marketer of Comity;
- Loses all rights to his/her Distributorship and position in the Compensation Plan and to all future Compensation and earnings resulting therefrom;
- Must take all action reasonably required by Comity relating to its materials and protection of its confidential information and intellectual property; and
- Is barred from submitting a new Application and Agreement at any time in the future.

Comity has the right to offset any amounts owed by a Marketer to Comity. Where laws on termination are inconsistent with this policy, the applicable law shall apply.

17.2. A terminated Marketer may appeal termination by submitting a letter to Comity's Compliance Department stating the grounds of appeal. Comity must receive the letter of appeal within ten (10) business days of the date of such notice of termination, or as stated in the notification. If a Marketer files a timely appeal, Comity will, at its sole discretion, review and notify the Marketer of its decision. The decision of Comity shall be final and will not be subject to further review. If Comity has not received the letter of appeal by the deadline date, the termination shall be final. In the event that an appeal is denied, the termination shall remain in effect as of the date of Comity's original notice.

17.3. All of Comity's Intellectual Property, including but not limited to trademarks, trade names, data, photographs, literature, and sales aids, related database of every kind shall remain the property of Comity. Within five (5) days after the termination of this Agreement, Marketer shall return all such items to Comity. Marketer shall not make or retain any copies of any confidential items or information that may have been entrusted to it.

### 18. LIABILITIES

18.1. Upon termination of this Agreement, a Marketer shall be released from all obligations under this Agreement except for:

- liabilities relating to payments made to the Marketer;
- amounts owed by the Marketer for Comity Services and Products, or Comity Business Tools;



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- the provisions of clauses 8-11, 19-20, and this clause 18. A Marketer may not challenge the amount or validity of any settlement agreement or payment arising from this Agreement following termination.

18.2. To the extent allowed by law, Comity and its Marketers, officers, directors, employees and other Marketers shall under no circumstance be liable for and each Marketer hereby releases the foregoing from, and waives any claim for, any other direct or for any indirect damages or losses, any consequential, special, multiple or exemplary damages suffered by Marketers or any other person, including lost profits, loss of income, business, contracts or goodwill, which may arise out of any claims whatsoever relating to Comity's performance, non-performance, act of omission with respect to the business relationship or other matter between the Marketer and Comity whether in contract, tort or strict liability. In any event, Comity's liability shall be limited to direct damages suffered by Marketers up to a maximum of the amount in fees already paid by such Marketer to Comity in the twelve months period preceding the event giving rise to a claim pursuant to this Agreement.

18.3. A Marketer confirms that the liability limitations of this clause 18 are reflected in the consideration provided under this Agreement and in the decision by the Marketer to enter into this Agreement. For the avoidance of doubt, a Marketer expressly agrees that it shall have no claim against Comity or any Comity Business Partner for:

- discontinuance or modification of any Comity Service or Product;
- modifications to the terms and conditions of the Comity Opportunity, this Agreement, or the Compensation Plan;
- the refusal or inability by Comity or a Comity Business Partner to provide Comity Services and Products to prospective Marketers;
- termination of the relationship between a prospective Marketers and Comity or a Comity Business Partner;
- changes to a Marketer's remuneration or position in the Compensation Plan as a result of compliance or disciplinary actions against the Marketer or a member of the Marketer's Team.

18.4. Each and every Marketer shall indemnify and hold harmless Comity, its shareholders, officers, directors, employees, agents and successors in interest and Comity Business Partners from any demand, liabilities, damages, losses, claims, cost or expense including, but not limited to, reasonable court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising of or in any way related to or connected with allegedly or otherwise, the Marketer's acts or omissions in violation of this Agreement, activities as a Marketer and/or violation of or failure to comply with any applicable international, local law or regulation. Comity may recover any such liabilities or costs by offsetting such amount from Compensation due to the Marketer or any available legal means.



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18.5. If a Marketer wishes to bring an action against Comity for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Comity for such act or omission. Marketer waives all claims that any other statutes of limitation apply.

### 19. FORCE MAJEURE

19.1. Comity shall not be liable for any failure or delay in performing an obligation under this Agreement that is due to circumstances beyond Comity's control, including but not limited to acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, power failure, malfunction or maintenance of internet, breakdown of web host, computer network or telecommunications facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, labour difficulties, fire, explosion, generalised lack of availability of raw materials or energy.

### 20. LOYALTY

20.1. A Marketer is not allowed to participate in other direct selling, multilevel, or network marketing business ventures or marketing opportunities, including Marketer programs (collectively "Network Marketing"). However, a Marketer has 90 days transition period from other Network Marketing to Comity. During transition period as may be legally enforceable, a Marketer shall not, directly, or indirectly:

- solicit, recruit, encourage, or entice another Comity Marketer, whether active or inactive, or prospective or existing Marketers to participate in a direct selling scheme offered by any other Network Marketing business or other opportunity that may alter the business relationship with Comity, whether or not the products and services offered by such company are similar to Comity Services and Products;
- make negative, discouraging, harming or in any way unlawful comments or assessments about Comity or its partnering companies, brands, logos, or other trademarks;
- make any attempts to recruit active Comity Marketers into their own organisation ("cross-line recruiting");
- take any action to transfer a prospective or existing Marketer to a provider of comparable services or products, or to induce a prospective or existing Marketer to transfer, whether or not the Marketer has promoted Comity Services and Products to the prospective or existing Marketers;
- solicit or enter into an employment, marketing, or other contractual relationship with a Comity Business Partner. A Marketer confirms that the provisions of this clause 20 are reflected in the consideration provided under this Agreement and in the decision by the Marketer to enter into this Agreement. Violation of this clause 20 may result in
  - compliance action under clause 23;
  - the suspension or termination of this Agreement by Comity for breach;
  - forfeiture of the Marketer's rights under this Agreement; and
  - legal or other action by Comity against the Marketer;



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- use a spouse's, relative's or third-party's name, trade names, assumed or fictitious names, legal entities, false government issued identification numbers, or fictitious ID numbers to create false or fake accounts or otherwise to circumvent this Agreement.
- 20.2. Marketer and Comity acknowledge that because network marketing is conducted through networks of independent contractors in many countries, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provisions herein would render it wholly ineffective. Therefore, each agrees that such nonsolicitation provisions shall apply to all markets where Comity conducts business, whether through direct selling, e-commerce or otherwise. This clause 20 shall survive termination or expiration of this Agreement.
- 20.3. Every Marketer has an express obligation to notify Comity as soon as is reasonably possible if he/she knows of or has reasonable grounds to suspect another Marketer has breached these covenants.
- 20.4. Should a Marketer breach these covenants, Comity may take any or all actions described in clause 23. Comity may also:
- terminate the Distributorships in breach;
  - impose a monetary fine on any of the Marketers involved. However, Comity is under no obligation to do so, and the ultimate termination of the Distributorship remains within the sole discretion of Comity. The Marketers waive all claims against Comity that arise from or relate to the termination of such Distributorships.
- 20.5. When circumstances are deemed appropriate, and in its sole discretion, Comity may impose a monetary fine for any breach of the Agreement.
- 20.6. If the Marketer participates in another Network Marketing business, the Marketer agrees that he/she shall operate its Distributorship entirely separate and apart from it. Accordingly, if participating in another Network Marketing business, the Marketer agrees that he/she:
- shall not display any non-Comity Services and Products with, or in the same location as, Comity Services and Products;
  - shall not offer any non-Comity program, opportunity, product, or service in conjunction with the Comity Opportunity to prospective or existing Marketers;
  - shall not offer, nor make reference to, explicitly or implicitly, to any non-Comity opportunity, products, or services at any Comity-related meeting, seminar or convention.
- 20.7. Notwithstanding subsection 20.1, during the Term of this Agreement, the Marketer shall not sell, or attempt to sell, any programs, products, or services to Comity Marketers that compete with Comity's Services and Products. Any program, product, service, in the same generic categories as the Comity Opportunity is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.





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### 21. CONFIDENTIALITY

- 21.1. Marketer acknowledges that by reason of its relationship to Comity hereunder it will have access to certain information and materials concerning Comity's information, including but not limited to business plans, prospective Marketers, compensation plans, technology, products/services and other financial and business information of Comity that is confidential and of substantial value to Comity, which value would be impaired if such information were disclosed to third parties. All such information (whether in electronic, oral, or written form) is proprietary to and owned by Comity and is transmitted or available to Marketer in strict confidence.
- 21.2. Marketer acknowledges and agrees that Comity has derived, compiled, configured, and currently maintains such information through the expenditure of considerable time, effort, and monetary resources and constitute commercially advantageous proprietary assets and trade secrets of Comity, which each Marketer shall hold confidential.
- 21.3. Each Marketer shall not use in any way for its own account or the account of any third party, nor disclose to any third party any confidential information or Intellectual Property of Comity that may come into the Marketer's knowledge, including information on the Marketer's Team and any prospective or existing Marketers of Comity, directly or indirectly, use the information to compete with Comity or for any purpose other than promoting the Marketer's Distributorship in accordance with this Agreement, recruit or solicit any person or in any manner attempt to influence or induce any Marketer to alter his or her business relationship with Comity. Any unauthorised use or disclosure of confidential information constitutes misuse, misappropriation, and a violation of this Agreement and may cause irreparable harm to Comity.
- 21.4. In the event the Marketer breaches any of the covenants of this clause 21, Comity may terminate the Distributorship and may seek injunctive relief to prevent irreparable harm to Comity or any of its Marketers. Comity may also pursue all appropriate remedies under applicable law to protect its rights; any failure to pursue such remedies will not constitute a waiver of those rights.
- 21.5. This clause 21 shall survive the termination or expiration of this Agreement.

### 22. PERSONAL DATA

- 22.1. Comity collects, maintains, and processes information, including personal data, from Marketers within the scope of the General Data Protection Regulation (the "GDPR"), as amended, and in accordance with the Privacy Policy, by electronic and non-electronic means. Personal data is used by Comity for:
- the performance of its duties under this Agreement;
  - calculation and payment of compensation to Marketers;
  - provision of Services and Products to Marketers;
  - communications to Marketers including marketing opportunities related to Comity Services and Products;



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- fulfilment of legal, financial, accounting, and administrative functions; and
- protection of Comity's legal and contractual rights.

Marketers' personal data may be transferred to:

- other members of the Comity Group;
- employees, external consultants, and advisors of the Comity Group;
- other Marketers;
- Comity Business Partners; and
- other recipients permitted by law.

Some recipients of Marketers' personal data may be located in Third Countries, which are deemed not to provide equivalent data protection. The GDPR requires that Comity provides appropriate safeguards to transfer personal data to countries that do not ensure an adequate level of protection. In order to meet this obligation, Comity entered into standard contractual clauses with recipients of personal data in such non-adequate countries. The collection of Marketers' personal data for the above purposes is essential for the performance of Comity's obligations under this Agreement and the conduct of Comity's business. Failure by Marketers to provide requested data or the withholding or withdrawal by Marketers of their consent to use such data may result in rejection of the Application or termination of the Agreement.

### 22.2. Comity agrees

- to process personal data fairly and lawfully;
- to take reasonable measures to ensure that personal data are complete and accurate;
- not to use personal data for any unlawful purpose;
- to collect only personal data necessary for the purposes set forth in clause 22.1; and
- to take appropriate measures to secure personal data against access by or disclosure to unauthorised persons.

A Marketer may exercise their rights under the GDPR to access to and correct or delete personal data in accordance with the GDPR and Comity's procedures by contacting Comity Marketer services in writing at [support@thecomity.com](mailto:support@thecomity.com) or its registered address.

22.3. With a Marketer's express consent and in accordance with the Privacy Policy, Comity may use the Marketer's personal data for the purpose of sending commercial and marketing communications to the Marketer and for scientific and market research and opinion polls. The Marketer's personal data may be transferred to third parties, including other members of the Comity Group, other Marketers, and Comity Business Partners for these purposes. A Marketer may withhold or withdraw their consent for Comity to use Marketer's personal data for these purposes at any time.

22.4. Marketers may have access to personal data of other Marketers. Marketers shall treat such personal data as confidential information under clause 21 and shall handle such personal data in compliance with all applicable privacy and data security laws, including security breach



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notification laws, GDPR and this Agreement. Marketers must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and social security numbers, provided by a prospective other Marketers. Marketers must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and social security numbers, provided by prospective Marketers. Marketers are responsible for the secure handling and storage of all documents that may contain such private information. Marketers must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and personal data. Appropriate safeguards may include, but are not limited to:

- encrypting data before electronically transmitting it;
- storing records in a secure location;
- password-protecting computer files; or
- shredding paper files containing confidential information or personal data. Marketers should dispose of any paper or electronic record containing personal data and other confidential information after use by taking all reasonable steps to destroy the information by:
  - shredding;
  - permanently erasing and deleting; or
  - otherwise modifying the prospective or existing Marketer data and other confidential information in those records to make it unreadable, unreconstructable, and indecipherable through any means.

### 23. VIOLATIONS OF THIS AGREEMENT BY MARKETERS

23.1. Violations of this Agreement by Marketers, including violations of the Policies and Procedures or attempts to take improper advantage of the Compensation Plan, shall be considered a material breach of this Agreement and may subject Marketers to legal action and compliance proceedings set forth in this Agreement. Disciplinary action for demonstrated violations is at the sole discretion of Comity. A Marketer agrees that all compliance proceedings and appeals therefrom will be handled exclusively in accordance with the processes set forth in this Agreement, and the Marketer waives their right to seek relief from the courts or any other adjudicative body. A Marketer agrees that their Distributorship may be suspended while a compliance investigation is ongoing.

23.2. Any form of misuse or non-compliance of this Agreement will lead to suspension, deactivation, blocking of financial transactions and/or blocking of the Marketer's accounts immediately. In such case, Marketers may raise an objection within 14 days in order to provide a statement and evidence that the Marketer has been in accordance with these Terms and Conditions. If the Marketer cannot confute the breach of this Agreement, Comity will, at its sole discretion, issue a notice of suspension, deactivation, blocking of financial transactions and/or blocking of the Marketer's accounts or in certain events termination of the Agreement.



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- 23.3. Typically, suspension is imposed pending the compliance investigation. Comity will notify the Marketer by email sent to the latest address listed with Comity for the Marketer. In the event of a suspension, a Marketer shall immediately cease representing himself/herself as a Marketer with Comity.
- 23.4. The length and conditions of the suspension may vary, depending upon the circumstances and investigation. Suspension may or may not lead to termination of the Marketer account. While suspended, the Marketer's financial settings may be on hold, at Comity's discretion.
- 23.5. Any Compensation, which may be due, if any, will be temporarily placed on hold pending resolution. Should the misuse or non-compliance be deemed unverified by Comity, the suspension shall be lifted and the unpaid earnings will be credited to the Distributorship; however, should the misuse or non-compliance be verified, Comity may withhold some or all of the earnings to offset damages it incurs as a result of the Marketer's misuse or non-compliance.
- 23.6. During the applicable suspension period, Comity shall have the right to prohibit the suspended Marketer from purchasing Comity Services and Products.
- 23.7. A suspended Marketer does not have the right to represent himself/herself as a Marketer or promote his/her business or the Comity Services and Products during the applicable suspension period.
- 23.8. In any event, Marketer acknowledges and agrees that if Marketer breaches any provisions of this Agreement or if Comity decides to terminate a Marketer account for any reason and such Marketer has not confute such termination in accordance with this clause 23, then in such event Marketer will have forfeited his or her right to receive, and Comity shall have the right immediately and permanently to discontinue payment of, any Compensation that would otherwise be payable to Marketer under the Compensation Plan without any recourse by Marketer. Comity and Marketer acknowledge and agree that such remedy is in addition to, and not in lieu of, any and all other legal and/or equitable remedies that may be available to Comity in connection with Marketer's breach or threatened breach, of any provisions set forth in this Agreement.

## **24. DEATH, INHERITANCE, OR INCAPACITY OF A MARKETER**

- 24.1. If a Marketer dies or becomes incapacitated, the rights to the Distributorship may be transferred to the Marketer's designated successor on a permanent or temporary basis.
- 24.2. To assign a designated successor, we require a notarised document from the current Marketer that states who should be the designated successor. This document needs to include all the information needed to identify the person: full name, address, date of birth, nationality.
- 24.3. In case of death, Comity requires an official notification of the death (legal document).



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- 24.4. The successor will be required to enter into a new Marketer's Agreement by agreeing to the Terms and Conditions in writing (same process as transferring a position). If the successor is under 18 years old, the Distributorship may, with the written consent of Comity, be operated by a trustee until the successor reaches 18 years.
- 24.5. In the event of the temporary transfer of a Distributorship due to incapacity, responsibility for the Distributorship will be returned to the Marketer upon notice to Comity that the incapacity has ended.
- 24.6. If a Marketer dies or becomes incapacitated and has not designated a successor, the Distributorship will be put on hold until Comity receives a court order or other notice advising it of the disposition of the Distributorship.

### **25. REINSTATE CANCELLED DISTRIBUTORSHIP**

- 25.1. A former Marketer who re-joins Comity within 6 months after cancellation, non-renewal or termination of their Distributorship may do so upon approval from Comity only under the same Mentor (or, if the original Mentor is no longer a Marketer, the first active Team Marketer).
- 25.2. A former Marketer who re-joins Comity after 6 months after cancellation of their Distributorship may do so upon approval from Comity under the same Mentor or any other Mentor of their choice.

### **26. ENTIRE AGREEMENT**

- 26.1. This Agreement, in its current form and as amended by Comity at its discretion, comprises the entire agreement between the Marketer and Comity. Prior communications, promises, representations, arrangements, express or implied warranties and conditions made by any person concerning this Agreement, or other communications whether written or oral, not expressly set forth in this Agreement are expressly excluded and are unenforceable.

### **27. MODIFICATION**

- 27.1. This Agreement and any documents related to it may be modified by Comity at any time and without prior notice. In this case, the Marketer will be notified by e-mail of any amendment to this Agreement made by Comity. The amended Agreement can be viewed at any time on Comity's website and the Comity Platform or Web Office. If the Marketer does not agree to the amendments or to any of the terms in this Agreement, he/she may reject any such amendments by sending Comity written notice within 30 days of the change to Comity's address, in which case the Marketer's Distributorship with Comity shall be immediately terminated. Failure to reject within the aforementioned period shall constitute acceptance of the amended terms. In the event of any conflict between the applicable Agreement and any such amendment, the amendment shall control. If Comity price lists, Compensation Plan, website or other information, etc. are revised, only the most current version is authorised for use by Comity Marketers.



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### **28. NOTICE**

28.1. Except as provided in clause 27, any notice under this Agreement shall be in writing and sent by post, facsimile, or electronic mail to the address or telephone number designated by the non-notifying party. Any notice period shall commence on the day notice is sent.

### **29. ASSIGNMENT**

29.1. This Agreement is binding upon and inures to the benefit of the heirs, successors, and assignees of Comity and a Marketer. Comity may assign this Agreement to another member of the Comity Group at any time. A Marketer may not assign or transfer the rights or obligations of this Agreement or the Marketer position without the prior written consent of Comity. Any attempt to transfer or assign the Agreement without the express written consent of Comity renders the Agreement voidable at the option of Comity and may result in termination of the Agreement.

### **30. SEVERABILITY**

30.1. If any provision of the Agreement or any specification, standard or operating procedure that Comity has prescribed is determined to be invalid or unenforceable, in part or in whole, under any applicable and binding law or rule of any applicable jurisdiction, the Parties will remain bound to the remaining part. Comity shall have the right to replace the invalid or non-binding part by provisions which are valid and binding and the effects of which given the contents and purpose of this Agreement, are, to the greatest extent possible, similar to that of the invalid or non-binding part.

### **31. MEDIA CONTACTS**

31.1. Marketers shall not communicate with any print, radio, television, Internet, or other media outlet on behalf of Comity or any Comity Business Partner without the prior written approval of Comity. Media inquiries regarding Comity shall be referred to Comity by email to [media@thecomity.com](mailto:media@thecomity.com).

### **32. WAIVER**

32.1. The failure of Comity or Marketers to require performance of this Agreement, strict compliance by a Marketer with any obligation to provision herein and custom or practice of the parties at variance with the Agreement, shall not affect the right of the waiving party to require the other party to desist from or remedy any breach of this Agreement and shall not be construed as a waiver by the party of a claim for enforcement of the Agreement or damages for any continuing or future breach. Waiver by Comity can be affected only in writing by an authorised officer of Comity. Comity's waiver of any particular default by a Marketer shall not affect or impair Comity's right or obligation of any other Marketer, nor shall any delay or omission by Comity to exercise any right arising from default affect or impair Comity's right as to that or any subsequent default.



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### **33. SURVIVAL**

33.1. Any provision of the Agreement which, by its terms, is intended to survive termination or expiration of the Agreement shall so survive, including, without limitation, the arbitration, noncompetition, non-solicitation, trade secrets and confidential information covenants contained in the Agreement.

### **34. CHOICE OF LAW AND VENUE**

34.1. This Agreement is subject to the laws of the United Arab Emirates. Disputes arising under or related to this Agreement or in relation to other agreements between Comity and a Marketer residing in the United Arab Emirates shall be resolved exclusively by the Dubai Courts.

34.2. In case a Marketer is residing in a country outside of the United Arab Emirates and without regard to choice or conflicts of law principles, all disputes, claims, demands, counts, causes of action, or controversies arising in connection with the present Agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the United Arab Emirates Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The place of arbitration shall be the Dubai Courts. The proceedings shall be conducted in the English language. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. The Parties expressly agree that any proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action, regardless of whether the procedures or Arbitration Rules of the United Arab Emirates Arbitration Institute would allow such an action. The Parties expressly waive their rights to file or participate in a class action or seek relief on a class or representative basis.

34.3. Notwithstanding the foregoing, Comity shall always have the right to institute legal proceedings in any court of competent jurisdiction whether under this Agreement or any other agreement.