PERGA Pre-Launch Overview

Intentional Launch Strategy

PERGA is intentionally launching through a controlled, phased rollout to protect product quality, fulfillment integrity, compliance, and long-term business stability. This strategy prioritizes positioning first, then scale, ensuring the foundation is strong before expansion.

Why a Phased Approach

A controlled, phased rollout is a well-established pattern among startups bringing a physical product and a community-driven model to market at the same time. Companies across consumer tech and direct-to-consumer wellness have used founding-member cohorts, private beta periods, and staged waitlists to validate fulfillment and product quality with a small, engaged group before opening to the public, then used that operational proof point to scale with confidence. PERGA's Founding Member, Legacy Partner, and Customer structure follows that same logic: prove it small, then scale it deliberately.

What Is PERGA's Pre-Launch Phase?

PERGA's pre-launch began with its earliest Founding Member enrollment and continues through 2026, ahead of an estimated Nationwide Launch in January 2027. During this period, PERGA limits its own marketing, acquisition, and growth so it can validate products, fulfillment, technology, and community experience before opening fully to the public.

Pre-launch is made up of two structural phases, plus a parallel Customer track that opens partway through:

- **Phase 1, Founding Members:** the earliest enrollment window, now closed (sold out)
- Phase 2, Legacy Partners (Beta/MVP): running May 2026 through December 31, 2026, focused on operational validation
- **Customer Program:** opened in parallel beginning September 2026, offering direct product purchase with no position, application, or commitment required

Pre-launch concludes, and Phase 3 (Nationwide Launch) begins, at the estimated date of January 2027.

Pre-launch includes:

- Real product shipments to Founding Members and Legacy Partners
- Starter kits and optional monthly autoship (ProShip)
- Limited, controlled recruiting for Founding Members and Legacy Partners within personal networks only
- Complimentary PergaPro membership access for Founding Members and Legacy Partners
- Direct product purchases by Customers, beginning September 2026
- Ongoing stress-testing of inventory, fulfillment, and internal systems

Pre-launch does not include:

- Public marketing or mass customer acquisition campaigns
- Large team migrations
- Broad influencer launches
- Any guarantee of income, compensation, or financial return for any participant

Inventory & Allocation Control

Inventory and recruiting capacity may be released in controlled waves as products and operations permit. Existing placement is governed by the Policies & Procedures; timing, product availability, and future growth are not guaranteed.

2026: PERGA & PergaPro MVP and Beta

2026 represents PERGA's Minimum Viable Product (MVP) year. During this time, PERGA is intentionally launching in a controlled, iterative manner to validate products, fulfillment, technology, operational systems, and community experience prior to full-scale expansion.

PERGA is in an early development stage. The features, events, pricing, access levels, and eligibility requirements described here reflect current plans and may change. Any specific paid benefit and the conditions for changing it should be read together with the Terms & Conditions and the applicable purchase terms.

PergaPro Beta

PergaPro is launching in 2026 as an MVP in a limited Beta stage. During this period, features, services, tools, and member experiences are early-release versions and will continue to develop as feedback is gathered and systems are refined. Functionality, access, and timelines may be updated or adjusted throughout 2026. PergaPro is currently planned to transition from MVP and

Beta status to a full production program by January 2027.

What to Expect During the MVP Phase

During the MVP phase, the following may evolve:

- Product release timing and availability
- Platform features, tools, and integrations
- Program structures, pricing, access levels, eligibility, incentives, and education
- Events, recognition, and community initiatives

Any forward-looking statements reflect current intent and are not guarantees.

What Remains Constant

PERGA intends to keep participants informed as products and programs develop. Founding Members, Legacy Partners, and Customers may receive different benefits based on their enrollment or purchase terms.

Participation during 2026 means that products, tools, and experiences may develop over time. Specific rights and purchase terms are described in the Terms & Conditions below.

Who PERGA Is For

PERGA's Founding Member and Legacy Partner opportunities are intended for people who believe in building for the long term, can participate without relying on immediate full-time income, and will respect controlled growth. Customers may simply purchase and use products without joining a Partner program.

Three Ways to Engage With PERGA

To keep things simple, everyone who engages with PERGA during the pre-launch period falls into one of three groups. Each has its own commitment, its own benefits, and its own place in PERGA's timeline.

1. Founding Members

Founding Members secure the earliest, most permanent position within the PERGA ecosystem. This is Phase 1 of PERGA's launch and is currently sold out.

- Limited to 750 total positions: 250 Elite Founding Members at $5,000, and 500 Founding

Members at $2,500
- Early placement in the compensation tree
- Founding Member benefits described in the applicable purchase terms, subject to the specific terms governing each benefit
- PergaPro membership included for life at no additional membership charge as a Founding Member benefit, subject to the applicable agreement
- Optional enrollment in monthly autoship (ProShip)
- Exclusive Founding Member perks, such as events, travel-related perks, and a donation to Nutrition Rescue made in the member's name
- Tier 1 Elite Founding Members are also eligible for a discretionary thank-you gesture from the Company

Important clarification: Founding Members are securing position and access only. There is no expectation or allowance for mass sales, scaling, or income generation during this phase.

2. Legacy Partners

Legacy Partners join during Phase 2, PERGA's Beta/MVP pre-launch stage, running May 2026 through December 31, 2026. This phase focuses on operational validation and infrastructure readiness.

Supported during this phase:

- Starter kits
- Optional monthly autoship (ProShip)
- Limited, controlled recruiting within personal inner circles only; no external funnels, ads, or unapproved customer volume
- PergaPro included at no additional membership charge through December 31, 2026; continuation after that date is optional at the then-disclosed price (currently $49.99 per month or $499 per year)

Legacy Partners follow the same pre-launch limits described above: no public marketing or mass customer acquisition campaigns, no large team migrations, no broad influencer launches, and no guarantee of income, compensation, or financial return.

The primary objectives of this phase are shipping real product, refining and optimizing product formulations, stabilizing inventory, stress-testing fulfillment and operations, tuning internal systems, and validating the customer and partner experience.

3. Customers

Beginning September 2026, PERGA products are available for direct purchase by Customers:

individuals who simply want the product experience, without enrolling as a Founding Member or Legacy Partner.

- No position purchase, application, or minimum commitment required; Customers simply shop and check out
- Eligible to enroll in monthly autoship (ProShip) for recurring orders
- Not placed in the compensation tree and not eligible for recruiting, referral, or team-building activity of any kind
- Standard product pricing, payment, and refund terms apply, as described in the Terms & Conditions

Customers are exactly what the name says: valued people who buy and use PERGA products. There is no expectation, promise, or implication of compensation, business opportunity, or financial return that comes with a Customer purchase.

PergaPro Membership: The Full PERGA Experience

What Is PergaPro

PergaPro is PERGA's optional premium membership for eligible Partners. It provides access to the tools and benefits described in the applicable membership offer. Some features are in development and availability may change.

The membership may include business tools, online events, and travel offers, subject to availability and any separate provider terms.

How Each Group Accesses PergaPro

- Founding Members: PergaPro is included for life at no additional membership charge as a Founding Member benefit, subject to the Founding Member's compliance with the applicable agreement. Future features and individual third-party offers may evolve, but the lifetime PergaPro membership benefit remains in effect.
- Legacy Partners: included at no additional membership charge through December 31, 2026; continuation afterward is optional at the then-disclosed price.
- **Customers:** not included

What PergaPro Includes

Perga Travel Portal (PergaDeals.com). Eligible members may access travel offers through a third-party portal. Availability and savings vary by booking, location, provider, and date; no particular savings are guaranteed.

Online events. Eligible members may access included online events as described in the current membership offer.

Annual BioHackathon ticket. One convention ticket may be included each year, subject to the applicable offer, event availability, and registration requirements.

Business tools. Access to currently available Partner tools and any future tools when released, subject to the applicable membership offer.

Leadership and retreat access. Eligibility for invitations to leadership experiences may be available under the applicable offer. Travel, lodging, and other personal expenses are the member's responsibility unless an offer expressly states otherwise.

Membership fees support the operation and development of PERGA's programs. Spending priorities may change and membership does not create a right to direct how fees are used.

PergaPro Pricing & Value Comparison

Tier	Cost	What's Included
Founding Member	$5,000 (Elite) or $2,500, one time	Basic Partnership plus PergaPro for life, at no added cost
Legacy Partner	$599, one time	Basic Partnership plus PergaPro at no cost through December 31, 2026; optional continuation afterward at $49.99/mo or $499/yr
Customer	Standard product pricing at checkout	Product purchase, optional ProShip
Basic Partnership	$99/year	Storefront and basic back-office access, available upon Nationwide Launch
PergaPro Membership	$49.99/month or $499/year	Includes upgraded back-office, plus Pro-tools and benefits (members do not also pay the $99 renewal)

PergaPro is currently offered at $49.99 per month or $499 per year. A Partner with an active paid PergaPro membership does not also pay the separate $99 annual Basic Partnership renewal, subject to the applicable membership terms.

A Partner who does not elect PergaPro may pay a $99 annual Basic Partnership renewal and separate charges for optional events or services, if offered. Current prices and included benefits should be confirmed at enrollment or renewal.

Review the current offer and the features you expect to use before choosing a membership. Future features, savings, and event access are subject to the applicable terms.

What Comes Next: Phase 3 Nationwide Launch

Nationwide Launch is currently estimated for January 2027. The date and scope may change. Any public marketing, customer acquisition, and Partner activity at that stage remain subject to Company policies and applicable law.

Our Shared Vision

(Non-Binding Statement of Vision)

Being a Founding Member or Legacy Partner is about far more than perks or potential extras. If the primary motivation is future rewards or speculative outcomes, this program may not be the right fit.

At its core, the Founding Member and Legacy Partner programs represent alignment with PERGA's mission to prioritize people, safeguard the future we share, support meaningful charitable initiatives, and build a community rooted in integrity, innovation, and long-term impact. The perks are simply our way of saying thank you for believing in that vision.

Founding Members and Legacy Partners are those who see the bigger picture and choose to help shape something authentic and enduring. Customers who simply want great products, with no partnership commitment attached, are just as welcome. PERGA was built to serve both.

This overview is provided for explanation only. The terms that govern purchases, ProShip, refunds and returns, perks, and participation are set out in the Terms & Conditions that follow.

Terms & Conditions

Effective Date: December 2025
Last Updated: September 2026

Welcome to Perga, LLC, doing business as Perga Inc. ("PERGA," "we," "us," or "our"). These Terms & Conditions ("Terms") govern your access to and use of our website at www.pergainc.com (the "Website") and our products, services, memberships, digital content, and related features (together, the "Services"). By using the Website, purchasing a product or membership, or enrolling in or participating in a PERGA program, you agree to these Terms. If you do not agree, please do not use our Services.

These Terms incorporate our Privacy Policy, which follows. Anyone who enrolls as a Partner is also bound by the Policies & Procedures and the PERGA Compensation Plan. If these Terms and the Policies & Procedures conflict on a matter concerning a Partner's business, the Policies & Procedures control.

1. Definitions

- **Founding Member:** a person who purchased a Founding Membership during Phase 1.
- **Legacy Partner:** a person who enrolled in the Legacy Partner Program during Phase 2.
- **Customer:** a person who purchases PERGA products without enrolling as a Founding Member or Legacy Partner.
- **Partner:** has the meaning given in the Policies & Procedures.
- **ProShip:** PERGA's optional recurring order (autoship) program, referred to in the Policies & Procedures as "Subscribe and Save."
- **You and your:** any Founding Member, Legacy Partner, Customer, Partner, or other user of the Services. Where a term applies only to certain groups, those groups are named.

2. Program Terms That Apply to Everyone

The three participation options are summarized in the Pre-Launch Overview and described in their applicable purchase or enrollment terms. Customers do not receive compensation-tree placement, recruiting or referral rewards, discretionary Founding Member gestures, or complimentary PergaPro access.

Participation does not give you ownership, equity, revenue sharing, or a guaranteed financial return in PERGA. Program status is non-transferable except as expressly permitted in the Policies & Procedures. We may communicate program updates through the Website, email, or

another contact channel you have agreed to use.

Founding Members and Legacy Partners receive the benefits described in their applicable purchase or enrollment offer. Founding Members retain their lifetime PergaPro membership benefit, subject to the applicable agreement. Particular features, events, and third-party offers may change as described in their terms. PERGA may suspend or terminate access for violations of these Terms or, for Partners, the Policies & Procedures; this does not convert the Founding Member lifetime benefit into a limited-term benefit.

3. Changes During the MVP and Beta Stage

The Pre-Launch Overview describes current plans. During the 2026 MVP and Beta stage, future features, events, pricing for future purchases, eligibility requirements, and estimated timelines may change. The Founding Member lifetime PergaPro membership benefit remains in effect, subject to the applicable agreement. Changes to any other existing purchase or membership are subject to its applicable terms and law. Forward-looking statements are not guarantees.

The platform is being developed during 2026. Features offered in the future may differ from those currently planned.

4. Founding Member Perks & Discretionary Thank-You Gesture

The perks in this section are exclusive to Founding Members and are not part of the standard Legacy Partner or Customer purchase relationship.

If a Founding Member is unable to attend an event or redeem a travel-related perk, no cash equivalent or refund will be provided. The Company reserves the right to substitute perks of comparable nature or value due to availability, scheduling, or external circumstances.

Donations to Nutrition Rescue are made by the Company in the Founding Member's name and do not create any ownership, tax benefit, or additional rights unless otherwise expressly stated.

From time to time, and solely at the Company's discretion, PERGA may choose to express appreciation to Tier 1 Elite Founding Members through a discretionary thank-you gesture. Any such gesture is entirely voluntary, may occur at a future milestone, may vary in form or amount, and may be zero. This gesture is not extended to Tier 2 Founding Members, Legacy Partners, or Customers. No Founding Member has any legal or equitable right to receive any such gesture.

5. Not an Investment; No Guaranteed Income

Founding Member and Legacy Partner purchases provide access to products, benefits, experiences, and other membership-related perks. A purchase does not itself constitute an investment, security, investment contract, profit-sharing arrangement, or other financial instrument. Any separate Partner commissions are governed by the PERGA Compensation Plan and Policies & Procedures.

Founding Members, Legacy Partners, and Customers have no reasonable expectation of profits derived from the efforts of the Company or any third party. Participation does not provide any ownership interest, equity, profit-sharing right, dividend, financial return, or other interest in PERGA or any related entity, and no representation or promise is made that participation will increase in monetary value or generate a financial return. The Company makes no representation, warranty, or guarantee regarding the future value, financial performance, growth, or success of PERGA or any related entity.

Founding Members and Legacy Partners acknowledge that their purchase is based on the products, benefits, experiences, and other perks associated with their status, not an investment return. The purchase itself does not create a right to revenue or profit sharing or guarantee any compensation. Separate Partner commissions, if earned, are governed by the Compensation Plan and Policies & Procedures.

Purchasing a Founding Membership, Legacy Partnership, PergaPro membership, or any product does not by itself earn you any compensation. Customers are not eligible for any compensation, referral, or recruiting rewards. Any commissions or bonuses available to Partners are paid only under the PERGA Compensation Plan, based on product sales, and are governed by the Policies & Procedures. No level of income is promised or guaranteed. Any representation to the contrary is unauthorized and void, and PERGA prohibits anyone from promoting its programs as a guaranteed earnings opportunity.

6. Orders, Payment & Checkout

We accept the payment methods shown at checkout. One-time purchases and optional recurring purchases are charged in U.S. dollars, together with applicable taxes and fees shown at checkout. Any installment arrangement is governed by the terms presented when you select it. Before a recurring purchase begins, we disclose its price, billing frequency, and how to cancel and obtain your consent. Recurring charges continue until canceled under the applicable program terms.

All transactions are processed by trusted third-party payment processors using industry-

standard SSL encryption and security protocols. Payment card information may be kept on file to process future and recurring orders (such as ProShip and PergaPro) and is protected using industry-standard security measures. By providing payment details, you represent that you are authorized to use the payment method and agree to the payment processor's terms. We are not responsible for issues arising from your payment provider.

7. ProShip (Autoship)

Founding Members, Legacy Partners, and Customers may elect to enroll in ProShip. Enrollment is optional. The recurring price, order frequency, and next scheduled processing date are disclosed at enrollment and in the account. You may pause or cancel through your account or by emailing howdy@pergainc.com. To ensure a request takes effect before the next scheduled order, submit it at least 72 hours before that order is scheduled to process. A request received later will stop subsequent orders, but an order already processed may be charged and shipped and remains subject to the return policy. We will confirm cancellation. This cutoff does not restrict any cancellation right required by law.

During periods of limited product availability or allocation-based fulfillment, PERGA may prioritize active ProShip participants when determining product allocation and fulfillment order. As a result, a Founding Member or Legacy Partner who pauses or cancels ProShip may lose any applicable product allocation priority and, upon reactivation, may be subject to then-current product availability and fulfillment priority.

Customers are not subject to Founding Member or Legacy Partner allocation priority. Accordingly, pausing or canceling ProShip does not restrict a Customer's ability to place future orders, subject to product availability.

8. Product Delivery

Product availability and delivery estimates may change due to production, supply, or fulfillment conditions. We will communicate material changes through available contact channels. Your rights if an order cannot be fulfilled, or if applicable law requires cancellation or refund, are not limited by this section.

9. Refund & Return Policy

This section describes refunds and returns for purchases through PERGA. State-specific Partner cancellation and sales-aid repurchase rights in the Policies & Procedures may also apply.

9.1 Founding Membership Packages and Legacy Partner Purchases

A Founding Membership package may be canceled for a refund within seven (7) calendar days after the initial purchase, subject to applicable law and any additional rights in the Policies & Procedures. The package includes access and benefits that may begin immediately, as well as products or perks that may be reserved or ordered in advance. This seven-day package rule does not apply to Legacy Partner packages.

After seven (7) calendar days, the non-product components of a Founding Membership package are not refundable under this policy. Eligible physical products received with the package remain returnable under Section 9.2. The refundable product amount is based on PERGA's documented package product values, with applicable tax adjustments. Legacy Partner package refund terms are those disclosed in the applicable purchase offer and required by law; eligible physical products received with a Legacy Partner package remain returnable under Section 9.2.

9.2 Physical Product Returns

An eligible physical product may be returned if you ship it back within 30 calendar days of receipt. The day the order is delivered is day one. The return need not reach our warehouse within that period.

This physical product policy applies to Founding Members, Legacy Partners, and Customers, including eligible products received as part of a package. A product return does not reopen the seven-day refund period for non-product components of a Founding Membership package.

Eligible products must be unopened and in returnable condition, unless the item arrived damaged, defective, or incorrect. Approved returns are subject to a 10% restocking fee unless the return is due to our error or applicable law requires otherwise. You pay return shipping, and original shipping charges are not refunded unless the return is due to our error or applicable law requires otherwise.

9.3 Damaged, Defective, or Incorrect Orders

If your order arrives damaged, defective, or incorrect, please contact us immediately at howdy@pergainc.com so we can make it right.

9.4 Memberships, Subscriptions, and Digital Content

Digital products, content, and membership benefits already accessed are generally non-refundable, subject to Section 9.1 and applicable law. You may cancel future PergaPro or ProShip renewals. Charges already processed are subject to the applicable purchase terms;

eligible physical products shipped through ProShip may be returned under Section 9.2.

9.5 Promotions, Delays, and Abuse

Any additional promotion restrictions must be disclosed at the time of purchase and cannot reduce rights required by law. If fulfillment is delayed or an order cannot be shipped, we will provide the options required by applicable law. We may investigate suspected fraudulent or abusive refund requests.

9.6 How to Request a Refund or Return

To request a refund or return, email howdy@pergainc.com with your name, order number, and reason. We will provide return instructions and the applicable shipping address. Refunds are issued to the original payment method after approval and, for physical returns, after receipt and processing. Processing times and bank posting times may vary.

9.7 Partners

Partner cancellations, the repurchase of sales aids, state-specific cancellation rights (such as for Montana residents), and commission adjustments for refunded sales are governed by the Policies & Procedures.

10. Product Information & No Medical Advice

PERGA products are designed to support general wellness, energy, and lifestyle optimization. We make no medical, therapeutic, or health claims regarding our products, and they are not intended to diagnose, treat, cure, prevent, or mitigate any disease, condition, or medical issue. Ingredient lists, nutritional information, and usage instructions are available on individual product pages or packaging. Review these details carefully and discontinue use if any adverse effects occur.

All content provided by PERGA, including website materials, emails, videos, articles, and educational resources, is for general informational and educational purposes only and is not medical, health, nutritional, or professional advice. PERGA products are not substitutes for professional medical advice, a balanced diet, or exercise. Always consult a qualified healthcare provider before starting any supplement regimen or wellness program, or changing your diet, exercise, or health routine. PERGA disclaims any liability for decisions made based on its content.

11. Intellectual Property

All content, materials, and elements of the Services, including text, graphics, logos, images, videos, audio, product names, designs, software, and branding (collectively, "Content"), are owned by PERGA or its licensors and are protected by copyright, trademark, patent, and other intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to access and use the Content solely for personal, non-commercial purposes. You may not reproduce, distribute, modify, create derivative works from, publicly display, or otherwise exploit any Content without our prior written permission. Violations may result in termination of your access and legal action. Partners' use of PERGA names and materials is also governed by the Policies & Procedures.

12. Disclaimer of Warranties & Limitation of Liability

Your use of the Services is at your own risk. PERGA provides the Services, products, benefits, experiences, perks, travel, and events on an "as-is" and "as-available" basis without warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

To the fullest extent permitted by law, PERGA and its officers, directors, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to your use of the Services or your participation in any PERGA program, including:

- Misuse or improper use of products
- Allergic reactions, adverse effects, or interactions
- Delivery delays or failures
- Website downtime, interruptions, or errors
- Inaccurate or incomplete customer-provided information (such as shipping addresses)
- Actions or delays by third-party vendors, carriers, or suppliers

In no event shall our total liability exceed the amount you paid for the specific product or service giving rise to the claim.

13. Inclusion Policy

PERGA does not discriminate on the basis of religion, race, sexual identity, national origin, or any other protected class. PERGA believes that the beliefs of individuals are their own and not within the purview of the Company. PERGA expects Founding Members, Legacy Partners, and Customers to also respect the individual beliefs of each other and not discriminate or denigrate

others for beliefs which they don't share. Any such discrimination shall be grounds for termination of access.

14. Text Message (SMS) Program

If you opt in to receive text messages from PERGA, you agree to receive account, order, and customer support text messages at the mobile number you provide. Where you also consent to company announcements or promotional messages, those messages may be sent under that consent. Message types may include:

- Order confirmations
- Shipping and tracking updates
- Recurring order (ProShip) reminders
- Payment and billing notices
- Account and customer support messages
- Company announcements

Carriers are not liable for delayed or undelivered messages. Message and data rates may apply. Message frequency varies. You must be 18 years of age or older to participate in the PERGA text message program. Reply STOP to opt out at any time or HELP for help, or contact howdy@pergainc.com.

Your mobile number and text messaging consent are handled as described in our Privacy Policy.

15. Changes to These Terms

We may update these Terms from time to time. We will notify you of material changes by posting the updated Terms on the Website and revising the "Last Updated" date. Your continued use of the Services after such changes constitutes your acceptance of the revised Terms, and it is your responsibility to review these Terms periodically. Changes to the Policies & Procedures and Compensation Plan take effect as described in the Policies & Procedures.

16. Governing Law, Disputes & Entire Agreement

These Terms are governed by the laws of the State of Texas, United States of America, without regard to conflict of laws principles. Except as provided in the Policies & Procedures for disputes relating to a Partner Agreement, any dispute arising under or in connection with these Terms shall be resolved exclusively in the state or federal courts located in Tarrant County,

Texas, and you consent to the personal jurisdiction and venue of those courts.

If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect. These Terms, together with the Privacy Policy and, for Partners, the Policies & Procedures and Compensation Plan, constitute the entire understanding between you and PERGA. Founding Members, Legacy Partners, and Customers acknowledge that they are not relying upon any oral statement, promise, representation, or guarantee that is inconsistent with or not expressly included in these documents.

17. Contact Information

If you have any questions about these Terms, our Services, refunds, or your account, whether you are a Founding Member, a Legacy Partner, or a Customer, please contact us at:

Perga, LLC (DBA Perga Inc.)
Fort Worth, Texas
Text: 888-894-7224
howdy@pergainc.com

Privacy Policy

Last Updated: September 2026
Perga, LLC, doing business as Perga Inc. ("PERGA," "we," "us," or "our") explains here how we collect, use, disclose, and retain personal information when you visit our website, buy products, enroll as a Partner or member, or contact us. This policy applies to Customers, Founding Members, Legacy Partners, other Partners, and website visitors. Additional rights may apply based on where you live.

1. Information We Collect

We collect information you provide, such as your name, contact and shipping details, account credentials, purchase and subscription details, communications, and information needed to administer a Partner account or pay commissions. Where needed for Partner tax reporting or payments, we may request tax identification or payment information. Payment information may be collected and processed by our payment providers. We also collect technical and usage information, such as device identifiers, IP address, browser activity, and cookie data, and information from service providers, Partners, and other sources relevant to your orders or account.
Please do not send sensitive health information through general support channels unless we

specifically request it for a stated purpose. The categories actually collected depend on your interaction with PERGA.

2. How We Use Information

We use information to provide and deliver products and services; maintain accounts; process payments, subscriptions, returns, and commissions; provide support and account notices; operate and improve the website; protect accounts and prevent fraud; comply with legal obligations; and send marketing where permitted. You can opt out of marketing emails using the unsubscribe link. Transactional messages may still be sent when needed for your account or orders.

3. How We Disclose Information

We disclose information as needed to payment processors, fulfillment and shipping providers, website and customer-support providers, travel or event providers when you use those services, professional advisers, and other service providers acting for PERGA. We may disclose information to Partners to administer referrals and the compensation plan, when required by law or to protect rights and safety, with your direction or consent, or as part of a business transfer. These recipients may use information under their own notices where they act independently. Advertising and analytics providers may receive device or website activity information through cookies or similar technologies. Depending on the technology and applicable law, some disclosures could be considered a "sale," "sharing," or targeted advertising even if PERGA does not receive money for the information. If applicable law gives you an opt-out right for these disclosures, contact us at howdy@pergainc.com to exercise it.

4. Cookies and Similar Technologies

Our website and service providers may use cookies and similar technologies to keep the site working, remember preferences, measure usage, and, if enabled, support advertising. Browser settings may let you limit cookies, but some functions may then be unavailable. Where required, we will provide additional choices for nonessential cookies and applicable opt-out preference signals.

5. Retention and Security

We retain information for as long as reasonably needed for the purposes described here, including accounts, transactions, legal and tax records, dispute resolution, and fraud prevention.

Retention varies by data type and legal requirement. We use administrative, technical, and physical safeguards appropriate to the information, but no system can guarantee absolute security.

6. Your Choices and Privacy Rights

Depending on your location and the laws that apply to PERGA, you may have rights to request access, correction, deletion, or a copy of your information, and to opt out of certain uses or disclosures, including targeted advertising or sale or sharing where applicable. You may also have the right to appeal a denied request. Email howdy@pergainc.com to make a request or ask about available choices. We may verify your identity and may retain information where law permits or requires. We will respond within the time required by applicable law and will not discriminate for exercising applicable privacy rights.

7. Text Messages

If you opt in to PERGA text messages, we use your number for the messages described in the Terms & Conditions. We do not share mobile opt-in consent with third parties or affiliates for their own marketing. Messaging service providers may process it to deliver messages. Reply STOP to opt out or HELP for assistance; message and data rates may apply.

8. Children

Our services are intended for adults and are not directed to children under 18. If you believe a child has provided personal information to us, contact us so we can review and take appropriate action.

9. International Visitors

PERGA is based in the United States. If you access our services from another country, your information may be processed in the United States. If laws outside the United States apply to PERGA's processing, we will provide the notices and rights those laws require.

10. Changes and Contact

We may update this policy as our practices or legal obligations change. We will post an updated date and provide any additional notice required by law. For privacy questions or requests, contact Perga, LLC (DBA Perga Inc.) at howdy@pergainc.com or text 888-894-7224.

Policies & Procedures

(Provided by counsel. Reproduced unchanged.)

1. CODE OF ETHICS

Perga, LLC (“Perga or the Company”) has made a commitment to provide the finest direct sales experience backed by impeccable service to its Partners. In turn, the company expects Perga Partners to reflect that image in their relationships with Customers and fellow Partners.

As a Perga Partner you are expected to operate your business according to the highest standards of integrity and fair practice in your role as a Perga Partner. Failure to comply with the Code of Ethics can result in your termination as a Perga Partner. The Code of Ethics, therefore, states: As An Partner:

- I will conduct my business in an honest, ethical, responsible, and professional manner at all times.
- A Partner must show fairness, tolerance, and respect to all people associated with Perga, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
- I will make no representations about the benefits of being a Partner with Perga other than those contained in officially approved corporate literature and videos.
- I will provide support and encouragement to my customers to ensure that their experience with Perga is a successful one.
- I will motivate and actively work with Partners of my downline organization to help them build their Perga business. I understand that this support is critical to each Partner’s success with Perga.
- I will refrain from exaggerating my personal income or the income potential in general and will stress to Partner prospects the level of effort and commitment required to succeed in the business.
- I will not abuse the goodwill of my association with Perga to further or promote other business interests (particularly those which may be competitive to Perga) without the prior written consent of Perga.
- I will not make disparaging remarks about other products, services, Partners, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow Perga Partners.
- A Partner shall strive to resolve business issues, including situations with upline and downline Partners, by emphasizing tact, sensitivity, goodwill and taking care not to create additional problems.

- I will abide by all of the Policies and Procedures of Perga as included herein, or as may be amended from time to time.
- I will not make any payment(s) or promise to pay any prospective or existing Partner in return for such Partner's enrollment, continued enrollment, or team building or recruiting activities with Perga.
- I will strive to sell and promote the products of Perga in a professional manner to end user retail and preferred customers.

2. INTRODUCTION

2.1. Policies and Compensation Plan Incorporated into Partner Agreement. These Policies and Procedures, in their present form and as amended at the sole discretion of Perga, are incorporated into, and form an integral part of, the Perga Partner Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Perga Partner Application and Agreement Form, these Policies and Procedures and the Perga Compensation Plan. These documents are incorporated by reference into the Perga Partner Agreement (all in their current form and as amended by Perga).

2.2. Purpose of Policies. Perga is a direct sales company that is dedicated to providing premium-quality nutritional supplement products for the enjoyment and wellness of our customers. It is important to understand that your success and the success of your fellow Partners depend on the integrity of those who market our services. To clearly define the relationship that exists between Partners and Perga, and to explicitly set a standard for acceptable business conduct, Perga has established the Agreement. Perga Partners are required to comply with all of the provisions set forth in the Agreement, which Perga may amend at its sole discretion from time to time, as well as with all federal, state and local laws governing their Perga business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this document carefully. It explains and governs the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the Perga corporate office.

2.3. Changes to the Agreement. Because laws and the business environment periodically change, Perga reserves the right to amend the Agreement, compensation plan and its prices at its sole and absolute discretion. By signing the Partner Agreement, a Partner agrees to abide by all amendments or modifications that Perga elects to make. Amendments shall be effective 30 days after publication of notice of amendments in official Perga materials. The Company shall provide or make available to all Partners a complete copy of the amended provisions by one or more of the following methods: (a) posting on the Company's official website; (b) electronic mail (email); (c) inclusion in Company periodicals; (d) inclusion with commissions or bonus checks;

or (e) special mailings. The continuation of a Partner's Perga business or a Partner's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

2.4. Delays. Perga shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, government decrees or orders, and acts of God.

2.5. Policies and Provisions Severable. If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement.

2.6. Waiver. The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Perga to exercise any right or power under the Agreement or to insist upon strict compliance by a Partner with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Perga' right to demand exact compliance with the Agreement. Waiver by Perga can be affected only in writing by an authorized officer of the Company. Perga' waiver of any particular breach by a Partner shall not affect or impair Perga' rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Partner. Nor shall any delay or omission by Perga to exercise any right arising from a breach affect or impair Perga' rights as to that or any subsequent breach. The existence of any claim or cause of action of a Partner against Perga shall not constitute a defense to Perga' enforcement of any term or provision of the Agreement.

3. BECOMING A Partner

3.1. Requirements to Become A Partner. To become a Perga Partner, each applicant must:

3.1.1. Be at least 18 years of age.

3.1.2. Reside in the 50 United States or US Territories officially opened by the Company.

3.1.3. Have a valid Social Security or Tax ID number.

3.1.4. Submit an accepted Perga Partner Application and Agreement.

The Company reserves the right to reject any applications for a new Partner or applications for renewal.

3.2. Form of Application. For a potential new Partner to enroll, he or she may enroll through either the Perga website or the replicated website of another Partner. Enrollment is done through the acceptance of the web-enrollment and Partner Agreement, as the new Partner must accept the “electronic signature.” This electronic signature signifies the acceptance of the terms and conditions of the Partner Agreement. Please note that such electronic signature constitutes a legally binding agreement between you and the Perga.

3.3. Availability of Documents to Perga. Perga reserves the right to require signed paperwork for any account, regardless of origin.

3.3.1. If requested by the Perga, the signed Partner Agreement should be sent within seven (7) days of electronic receipt.

3.4. Signed documents, including but not limited to, personal Partner agreements, are legally binding contracts which must not be altered, tampered with, or changed in any manner after the affixture of a signature. False or misleading information, forged signatures, or alterations to any document (including business registration forms) made after a document has been signed may lead to sanctions up to and including involuntary termination of the Partner’s business.

3.5. Partner Benefits. Once a Partner Application and Agreement has been accepted by Perga, the following benefits are available to the new Partner.

3.5.1. Partners that enroll in Perga are allowed to:

3.5.1.1. Sell Perga products to retail customers and receive profit from these sales.

3.5.1.2. Receive periodic Perga literature and other Perga communications.

3.5.1.3. Build a network of Partners and participate in the Perga Compensation Plan.

4. OPERATING A PERGA INTERNATIONAL BUSINESS

4.1. Non-Exclusive Rights. Perga hereby grants to you a non-exclusive right, based upon the terms and conditions contained in the Partner Agreement and these Policies, to: (a) purchase Perga products and services; (b) promote and sell Perga products and services; and (c) sponsor new Customers and Partners in the United States and in countries where Perga may become established after the effective date of these Policies.

4.2. Adherence to the Perga Compensation Plan. Partners must adhere to the terms of the Perga Compensation Plan as set forth in official Perga literature. Partners shall not offer the Perga opportunity through, or in combination with, any other system, program or method of marketing other than that specifically set forth in official Perga literature.

Partners shall not require or encourage other current or prospective customers or Partners to participate in Perga in any manner that varies from the program as set forth in official Perga literature. Partners shall not require or encourage other current or prospective customers or Partners to execute any agreement or contract other than official Perga agreements and contracts in order to become a Perga Partner. Similarly, Partners shall not require or encourage other current or prospective customers or Partners to make any purchase from, or payment to, any individual or other entity to participate in the Perga Compensation Plan other than those purchases or payments identified as recommended or required in official Perga literature.

4.3. Bonus Buying Prohibited. Bonus buying is strictly and absolutely prohibited. “Bonus buying” includes:

4.3.1. The enrollment of individuals without their knowledge and agreement and/or without execution of a Partner Application;

4.3.2. The fraudulent enrollment of an individual as a Partner or merchant.

4.3.3. The enrollment or attempted enrollment of non-existent individuals as Partners or merchants.

4.3.4. The use of a credit card by or on behalf of a Partner or merchant when the Partner or customer is not the account holder of such credit card.

4.3.5. Purchasing Perga products on behalf of another Partner, or under another Partner’s ID number, to qualify for commissions or bonuses.

3. Prices Subject to Change. The prices of Perga products are subject to change without notice.

4. Business Entities. A Partnership, LLC or Corporation may hold a Partner business upon completion of the Partner Application form, and providing on that form in the appropriate space, a Federal tax ID number. An individual may not participate in a position; however, all must be under the same business name. The person signing the application on behalf of a business entity must have the authority of said entity for entering into the transaction. In addition, by signing up as a business entity, you certify that no person with an interest in debt or equity in the business has had an interest in a Partner business in Perga within six (6) months of the date of signature.

5. Changes to a Perga Business

5.1. General. Each Partner must immediately notify Perga of all changes to the information contained in his or her Partner Application and Agreement. Partners may modify their existing Partner Agreement Form by submitting a written request and appropriate supporting documentation.

5.2. Genealogy Integrity and Placement Policy. The Company maintains sole and exclusive ownership, control, and authority over its genealogy, organizational structure, sponsorship lines, placements, and compensation framework. All enrollments, placements, transfers, adjustments, and genealogy-related matters are governed exclusively by this Policy and by the Company's interpretation and enforcement thereof.

(a) Placement Rule. Every new Independent Partner and all associated volume must be placed directly beneath the sponsoring Partner within the Company's official genealogy at the time of enrollment. No Independent Partner, account, or volume may be enrolled, transferred, inserted, interposed, compressed, overridden, repositioned, or otherwise placed in a manner that alters, displaces, bypasses, overrides, or negatively impacts the existing position, sponsorship line, organizational structure, rank qualification, or qualifying volume of any existing active Independent Partner.

(b) Holding Tank / Placement Suite. Newly enrolled Independent Partners may be temporarily held within the Company's designated Holding Tank or Placement Suite for a period of up to seven (7) calendar days from the date of enrollment. During this period, the sponsoring Partner may place the new enrollee within their organization, provided such placement fully complies with this Policy and all other Company policies and procedures. If no placement is made within the permitted timeframe, the Company may automatically place the enrollee in a default position determined by the Company in its sole and absolute discretion.

(c) Finality of Placement. Once an Independent Partner has been placed within the genealogy, whether by the sponsoring Partner or by the Company, such placement shall be deemed final and permanent. No genealogy changes, sponsor changes, transfers, repositioning, grandfathering requests, upline insertions, compression requests, or organizational adjustments shall be permitted except as expressly authorized by the Company under subsection (d) below.

(d) Limited Exception for Verified Company System Error. The sole exception to the finality of placement shall be a verified and documented Company system error that materially prevented a timely or intended placement during the allowable placement period. In such cases, the affected Independent Partner must notify the Company through the Company's designated support channel within twenty-four (24) hours after the system error is discovered or corrected. Following review, the Company may, in its sole and absolute discretion, authorize a one-time corrective adjustment. All decisions made by the Company regarding corrective adjustments shall be final and binding.

(e) Spouse Placement Exception. The Company may require that spouse accounts be placed directly beneath one another in accordance with the Company's Compensation Plan, Policies and Procedures, or Terms and Conditions. The Company reserves the sole and exclusive authority to determine eligibility for any spouse-related placement exception.

(f) Prohibited Conduct. Any attempt to circumvent or manipulate the genealogy system or this Policy is strictly prohibited. Prohibited conduct includes, but is not limited to, sponsor shopping, upline insertion requests, improper transfers, compression requests, deceptive enrollments, nominee or straw accounts, coordinated placement manipulation, or requests to place individuals above existing active Independent Partners. The Company reserves the right to deny any request or transaction that it believes, in its sole discretion, violates the spirit or intent of this Policy.

(g) Company Authority and Enforcement. The Company reserves the sole and absolute right to interpret, administer, enforce, modify, or apply this Policy and all genealogy-related matters in its sole discretion. Any decision made by the Company regarding genealogy placement, structure, sponsorship, or organizational integrity shall be final and binding upon all Independent Partners.

Failure by the Company to enforce any provision of this Policy in any specific instance shall not constitute a waiver of the Company's right to enforce the Policy in the future. The Company additionally reserves the right to conduct administrative cleanup, correction, suspension, or removal of inactive, noncompliant, duplicate, fraudulent, or improperly maintained accounts whenever deemed necessary by the Company.

(h) Violations and Remedies. Any violation of this Policy may result in corrective or disciplinary action by the Company, including without limitation: cancellation or reversal of improper enrollments or placements, forfeiture of commissions or bonuses, suspension of privileges, rank adjustments, account termination, or any other remedy permitted under the Policies and Procedures or applicable law.

This Policy exists to preserve genealogy integrity, organizational fairness, compensation plan stability, and equal treatment among all Independent Partners, while minimizing disputes concerning sponsorship lines, placement rights, rank qualification, and commission entitlement.

5.3. Change of Sponsor. Subject to Section 5.2, Genealogy Integrity and Placement Policy, and to protect the integrity of all marketing organizations and safeguard the hard work of all Partners, Perga does not allow changes in sponsorship for active Partners. Maintaining the integrity of sponsorship is critical for the success of every Partner and marketing organization. Accordingly, the transfer of a Perga business from one sponsor to another is not permitted.

5.3.1. Exception. A request for a change in sponsor, due to Perga error, will be accepted within 45 days of completion of the application.

5.4. Cancellation and Re-application. A Partner may legitimately change organizations by:

5.4.1. Voluntarily cancelling his or her Perga Agreement and remaining inactive (i.e., no purchases of Perga products for resale; no sales of Perga products; no sponsoring; and no

attendance at any Perga functions, participation in any other form of Partner activity, or operation of any other Perga business) for six (6) full calendar months.

Following the six (6) calendar month period of inactivity, the former Partner may reapply under a new sponsor. However, the former Partner will permanently lose any and all right to their former Partner downline organization.

6. Unauthorized Claims and Actions

6.1. Indemnification. A Partner is fully responsible for all of his or her verbal and written statements made regarding Perga products, services, and the Compensation Plan that are not expressly contained in official Perga materials. Partners agree to indemnify Perga and Perga' directors, officers, employees and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Perga as a result of the Partner's unauthorized representations or actions. This provision shall survive the termination of the Partner Agreement.

6.2. Income Claims. In their enthusiasm to enroll prospective Partners, some Partners are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Partners may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved.

Moreover, the Federal Trade Commission and all states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Partners may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Perga as well as the Partner making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Partners do not have the data necessary to comply with the legal requirements for making income claims, a Partner may NOT make income projections, income claims or disclose his or her Perga income (including the showing of checks, copies of checks, bank statements or tax records).

6.3. Health Claims. No Partner shall make any unauthorized health claims regarding any product's ability to cure, diagnose, or treat any known illness, affliction, or health condition.

7. Conduct at Perga Events

7.1. No Selling or Recruiting at Perga Events. Selling and recruiting at Perga events is not permitted. These activities take away from the primary focus of the event and can negatively reflect on the professional image of Perga as a company. You may, however, offer a business

card and/or catalog.

7.2. No Selling or Recruiting for other Companies at Perga Events. Perga Partners shall not sell any products or recruit for any business during Perga events. This restriction most specifically applies to sales and recruitment efforts for any other direct sales or marketing program, regardless of the product category, including those that do not compete with Perga' product line.

8. Conflicts of Interest

8.1. Non-compete Policy. Perga Partners are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"), with the exception of those products in the same generic category as a Perga product that is deemed to be competing. Partners may not display Perga products with any other products or services in a fashion that might in any way confuse or mislead a prospective customer, merchant or Partner into believing there is a relationship between the Perga and non-Perga products or services.

8.2. Social Media. During the term of this Agreement, Perga Partners shall not post about Perga or any other Direct Sales business, whether competing or not competing with Perga products, without express written permission by Company. Social media platforms include, but not limited to, Facebook, X, Instagram, and TikTok. Partners may share personal lifestyle content and factual product information that is consistent with approved Company materials, provided they do not make income claims, medical/health claims, or disparaging statements, and they include required FTC disclosures (e.g., #PergaPartner or #ad when applicable). Partners must promptly remove or correct non-compliant posts upon notice.

8.3. Affiliate Marketing. Perga may, in its sole discretion, offer an affiliate or influencer program that allows Partners (or non-Partners, as designated by Company) to earn compensation on qualifying sales through approved referral links or codes. Participation in any Perga affiliate program is subject to separate written program terms and is permitted only through Company-approved links, creatives, and messaging. Affiliate activity must comply with all advertising standards in these Policies, including FTC endorsement disclosure requirements, prohibition on income claims, and restrictions on health/product claims (Partners may only use claims approved in official Company materials). Affiliates and Partners may not use spam, bot traffic, purchased leads, or deceptive practices, and may not bid on Perga trademarks or misspellings in paid search ads without prior written approval. Company may suspend or terminate affiliate privileges for noncompliance, and may withhold or reverse affiliate payments associated with fraud, chargebacks, or policy violations.

8.4. Non-solicitation. During the term of this Agreement, Partners may not recruit other Perga Partners or Merchants or customers for any other network marketing business. Following the

cancellation of this Agreement, and for a period of one year thereafter, a former Partner may not recruit any Perga Partner or customer for another network marketing business, with the exception of a Partner who is personally sponsored by the former Partner. The Partners and Perga recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, the Partners and Perga agree that this non-solicitation provision shall apply to all markets in which Perga conducts business.

The term “recruit” means actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly or through a third party, another Perga Partner or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruitment even if the Partner’s actions are in response to an inquiry made by another Partner or customer.

8.5. Downline Activity (Genealogy) Reports. Downline Activity Reports made available for Partner access and viewing at Perga’ official website, are considered confidential. Partner access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Perga. Downline Activity Reports are provided to Partners in the strictest of confidence and are made available to Partners for the sole purpose of assisting Partners in working with their respective Downline Organizations in the development of their Perga business. Partners should use their Downline Activity Reports to assist, motivate and train their Downline Partners. The Partner and Perga agree that, but for this agreement of confidentiality and nondisclosure, Perga would not provide Downline Activity Reports to the Partner. A Partner shall not, on his or her own behalf, or on behalf of any other person, Partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party.
- Directly or indirectly disclose the password or other access code to his or her Downline Activity Report.
- Use the information to compete with Perga or for any purpose other than promoting his or her Perga business.
- Recruit or solicit any Partner or Customer of Perga listed on any report or in any manner attempt to influence or induce any Partner or customer of Perga to alter their business relationship with Perga.
- Use or disclose to any person, Partnership, association, corporation or other entity any information contained in any Downline Activity Report.

- Upon demand from the Company, any current or former Partner will return the original and all copies of Downline Activity Reports to the Company.

During the term of the Perga Brand Agreement and for a period of five (5) years after your termination or the Agreement's expiration, you shall not:

- Use the information in the Downline Activity Reports to compete with Perga or for any purpose other than promoting his or her Perga business;
- Use or disclose to any person or entity any confidential information contained in the Downline Activity Reports, including the replication of the genealogy in another network marketing company.

9. Restrictions on the Disclosure of Account Information. This policy is to ensure that all Customers and Partners understand and adhere to the basic principles of confidentiality. Perga will not share non-public personal information or financial information about current or former Customers or Partners with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers' or Partners' interests or to enforce its rights or obligations under these Policies, the Partner Agreement, or with written permission from the accountholder on file.

10. Detrimental Conduct. A Partner must not engage in conduct that is detrimental, disruptive, or injurious to Perga or other Partners.

11. Cross-Sponsoring. Actual or attempted cross-sponsoring is strictly prohibited. "Cross-sponsoring" is defined as the enrollment of an individual or entity that already has a current Customer, Merchant or Partner Agreement on file with Perga, or who has had such an agreement within the preceding 6 calendar months, within a different line of sponsorship. The use of a spouse or relative's name, trade names, assumed names or fictitious ID numbers to circumvent this policy is prohibited. Partners shall not demean, discredit or defame other Perga Partners in an attempt to entice another Partner to become part of the first Partner's marketing organization. If a prohibited organization transfer occurs, Perga shall take disciplinary action against the Partner(s) who engaged, acquiesced and/or knowingly participated in the improper cross-sponsoring. However, it shall be entirely within Perga' discretion where in the genealogical structure, the cross-sponsored organization in question shall be placed or otherwise distributed.

Because equities often exist in favor of both upline organizations, Partners WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY FOR ITS DECISION REGARDING THE FINAL DISPOSITION OR PLACEMENT OF THE CROSSSPONSORED ORGANIZATION.

If a prohibited organization transfer occurs, Perga may impose disciplinary action in its sole

discretion, which may include, without limitation, suspension, withholding or recovery of bonuses and commissions, reassignment or redistribution of the cross-sponsored organization, and up to and including termination. However, it shall be entirely within Perga's discretion where in the genealogical structure, the cross-sponsored organization in question shall be placed or otherwise distributed. Partners waive any and all claims against the Company relating to the Company's decision regarding the disposition or placement of any cross-sponsored organization.

Any cross-sponsoring, stacking, grandfathering, sponsor shopping, upline insertion, compression request, or unauthorized genealogy adjustment is also subject to Section 5.2, Genealogy Integrity and Placement Policy.

12. Errors or Questions. If a Partner has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Partner must notify the Partner Care Department at Perga' headquarters in Tarrant County, Texas, in writing, within 15 days of the date of the purported error or incident in question. Perga will not be responsible for any errors, omissions or problems not reported to the Company within 15 days.

13. Sales Aids. Partners are allowed promote both the products and services, and the tremendous opportunity that Perga offers, Partners must use the sales aids and support materials produced by Perga. The rationale behind this requirement is simple. Perga has carefully designed its products, product labels, Compensation Plan and promotional materials to ensure that each aspect of how Perga represents itself is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws. If Perga Partners were allowed to develop their own sales aids, clothing, brochures and other promotional materials, notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting a Perga business is almost certain. These violations, although they may be relatively few in number, would jeopardize the Perga business opportunity for all Partners.

Accordingly, Partners must submit all written sales aids, lead generation systems, promotional materials, advertisements, and other literature to Perga for approval to howdy@pergainc.com. Unless the Partner receives specific written approval to use such tools, sales aids, materials, the request shall be deemed denied. Independently produced websites are not permitted unless approved by Perga FIRST.

Perga shall not permit Partners to sell sales aids, training, marketing materials, to other Perga Partners. Therefore, Partners who receive written authorization from Perga to produce their own sales tools may not sell those materials to any other Perga Partner. Partners may make approved material available to other Partners free of charge if they wish. Partner are prohibited from reproducing or copying written documents or marketing materials, films or sound

recordings identical or deceptively similar to any materials produced by Perga.

Perga further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Partners waive all claims for damages or remuneration arising from or relating to such rescission.

14. Labels, Packaging, and Displaying Products. A Partner may not re-label, re-package, refill, or alter labels of any Perga product, or service, information, materials or program(s) in any way. Perga products and services must only be sold in their original containers from Perga. Such re-labeling or re-packaging violates federal and state laws, which may result in criminal or civil penalties or liability.

14.1. You agree to make no representations or claims about any products beyond those shown on product labels and/or in official Perga literature.

14.2. A Perga Partner shall not cause any Perga product or service or any Perga trade name to be sold or displayed in retail establishments.

14.3. A Partner may sell Perga products and services and display the Perga trade name at any appropriate display booth (such as trade shows) upon prior written approval from Perga.

14.4. Perga reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Perga opportunity.

15. Internet, Third-Party Sales Channels, and Authorized Ordering. Perga products and services may be purchased only through Perga's official online shop and Perga-controlled checkout and payment processing, including through a Partner's Perga-provided replicated website that routes customers to Perga's official purchasing platform. Partners may advertise and promote Perga products and the Perga opportunity through any lawful channel, provided that all purchasing and payment processing occurs only through Perga's official links and systems.

15.1. Partners shall not sell, list, advertise for sale, auction, facilitate the resale of, or distribute Perga products or services through any third-party website, marketplace, online storefront, or social commerce platform, including, but not limited to: Amazon, eBay, Walmart Marketplace, Facebook Marketplace, Craigslist, OfferUp, Etsy, Mercari, Poshmark, Google Shopping, TikTok Shop, Instagram Shops, and any similar marketplace, storefront, or resale platform, unless expressly authorized in writing by the Company in advance.

15.2. Partners shall not accept or collect payment for Perga products or services outside of Perga's official checkout and payment processing (including cash, card, ACH, Venmo, PayPal, Zelle, crypto, or similar), and shall not represent that Perga purchases may be completed

through any channel other than Perga's official purchasing platform.

15.3. In the event of any conflict, this Section 4.14 controls.

16. Use of Company Names and Protected Materials. A Partner must safeguard and promote the good reputation of Perga and the products and services it markets. The marketing and promotion of Perga, the Perga opportunity, the Compensation Plan, and Perga products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.

16.1. All promotional materials supplied or created by Perga must be used in their original form and cannot be changed, amended or altered except with prior written approval from Perga.

16.2. The name of Perga, each of its product and service names and other names that have been adopted by Perga in connection with its business are proprietary trade names, trademarks and service marks of Perga. As such, these marks are of great value to Perga and are supplied to Partners for their use only in an expressly authorized manner.

16.3. Further procedures relating to the use of the Perga name are as follows:

16.3.1. All stationary (i.e., letterhead, envelopes, and business cards) bearing the Perga name or logo intended for use by the Partner must be approved in writing by the Perga.

16.3.2. Partners Partners may not use the name "Perga" or "Perga Corporate" in answering the telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Partner of Perga."

16.4. Certain photos and graphic images used by Perga in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Partners. If a Partner wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.

16.5. A Partner shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Perga or its programs, products or services without prior written permission from the Perga.

16.6. A Partner may not produce for sale or distribution any Company event or speech, nor may An Partner reproduce Perga audio or video clips for sale or for personal use without prior written permission from the Perga.

16.7. Perga reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the

marketplace of such materials without financial obligation to the affected Partner.

16.8. A Partner shall not promote non-Perga products or services in conjunction with Perga products or services on the same websites, same advertisement, or on shows without prior approval from Perga.

17. Governmental Approval or Endorsement. Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling program. Therefore, Partners shall not represent or imply that Perga or its Compensation Plan have been “approved,” “endorsed” or otherwise sanctioned by any government agency.

18. Holding Applications or Enrollments. Partners must not manipulate enrollments of new applicants or Merchant enrollments. All Partner Applications and Agreements and Service orders must be sent within 72 hours from the time they are signed by A Partner or placed by a merchant.

19. Identification. All Partners are required to provide their Social Security Number or Federal Tax Identification Number to Perga on the Partner Application and Agreement.

Upon enrollment, the Company will provide a unique Partner Identification Number to the Partner by which he or she will be identified. This number will be used to place orders and track commissions and bonuses.

20. Income Taxes. Each Partner is responsible for paying local, state and federal taxes on any income generated as a Partner. If a Partners business is tax exempt, the Federal Tax Identification Number must be provided to Perga. Every year, Perga will provide IRS Form 1099 (non-employee compensation) earnings statement to each U.S. resident who (a) had earnings of over $600 in the previous calendar year or (b) made purchases during the previous calendar year in excess of $5,000 wholesale. Perga cannot accept a tax-exempt certificate from a Partner who resides in a state where tax exempt status is not granted for Direct Sales businesses. Partners are encouraged to check with their state government before sending a form to Perga.

21. Independent Contractor Status. Partners are independent contractors and are not purchasers of a franchise or a business opportunity. The agreement between Perga and its Partners does not create an employer/employee relationship, agency, Partnership or joint venture between the Company and the Partner. Partners shall not be treated as an employee for his or her services or for federal or state tax purposes. All Partners are responsible for paying local, state and federal taxes due from all compensation earned as a Partner of the Company. The Partner has no authority (expressed or implied) to bind the Company to any obligation. Each Partner shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Partner Agreement Form, and these Policies

and Procedures, and applicable laws. If required by law to declare any Perga representatives to be classified as employees, Perga reserves the right to discontinue operating within the jurisdiction making such declaration.

The name of Perga and other names as may be adopted by Perga are proprietary trade names, trademarks and service marks of Perga. As such, these marks are of great value to Perga and are supplied to Partners for their use only in an expressly authorized manner. Use of the Perga name on any item not produced by the Company is prohibited except as follows:

Partner's Name
Independent Perga Partner

All Partners may list themselves as an "Independent Perga International Partner" in the residential telephone directory ("white pages") under their own name. Partners may not place telephone directory display ads in the classified directory ("Yellow Pages") using Perga' name or logo. Partners have no right to use the name "Perga" not in the syntax of "Perga" on any item not produced by the company.

Partners may not answer the telephone by saying "Perga," "Perga Processing," or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Perga.

Advertising is not limited to print media; it also includes internet advertising and other forms of advertising. It is prohibited for a Partner to use an internet or email address that utilizes the trade name Perga or includes Perga in a portion of the address. It is also prohibited for a Partner to use any website materials that reference or relate to Perga that are not authorized in writing by Perga on a website. It is also prohibited for a Partner to place links to unauthorized websites or webpages onto a website or webpage that has been authorized by Perga. It is also prohibited for a Partner to use any website materials on a website that references or relates to Perga that is not authorized in writing by Perga.

22. Insurance:

22.1. Business Pursuits Coverage. You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy may not cover business related injuries or the theft of or damage to your business. Contact your insurance agent to make sure that your business property is protected.

23. International Marketing. Because of critical legal product and tax considerations, Perga must limit the marketing and enrollment of Perga services and the presentation of the Perga business to prospective customers, Merchants and Partners located within the 50 United States of America and any other jurisdiction officially opened by Perga. Partners are only authorized to do

business in the countries in which Perga has announced are open for business in official Company literature.

24. Laws and Ordinances. Partners shall comply with all federal, state and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Partners because of the nature of their business. However, Partners must obey those laws that do apply to them. If a city or county official tells a Partner that an ordinance applies to him or her, the Partner shall comply with the law.

25. Minors. Partners shall not enroll or recruit individuals under the age of 18 into the Perga program. The one exception to this is if the minor has been adjudicated as an emancipated minor by a court of competent jurisdiction.

26. Actions of Household Partners or Partner Individuals. If any Partner of An Partner's household, family, or other Partner individual engages in any activity that, if performed by the Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Partner and Perga may take disciplinary action pursuant to the Statement of Policies against the Partner.

An exception to the one-business-per-Partner rule will be considered on a case-by-case basis if two Partners marry. Requests for exceptions to this policy must be submitted in writing to the Compliance Department.

26.1. Perga Household Restrictions. Spouses and Household Partners. Spouses may each operate separate Perga businesses only if (a) each account has a unique taxpayer identification number and unique contact information, (b) each account maintains independent business activity and compliance, and (c) the accounts are not used to circumvent any policy (including cross-sponsoring, stacking, bonus buying, or qualification requirements). Perga may require documentation to confirm independence and may deny or revoke approval if accounts are used to manipulate compensation or genealogy placement. Dependent children living in the same household may not operate a separate Perga business unless permitted by applicable law and expressly approved in writing by Perga.

26.2. Spousal account placement requirement: If a Partner's spouse elects to operate a separate Perga business (a "Secondary Spousal Account"), the Secondary Spousal Account must be personally sponsored by the Primary Spousal Account holder and must be immediately placed directly under the Primary Spousal Account in the Perga genealogy at the time of enrollment. A Secondary Spousal Account may not be enrolled, sponsored, or placed under any other sponsor, within any other organization, or in any other position in the genealogy. Any deviation from this placement requirement is prohibited unless Perga provides express written

approval in advance, in Perga's sole discretion, and in compliance with applicable law and Perga policy.

27. Legal Status as Partner. Some states have recently passed legislation which further limits and identifies the requirements to maintain independent contractor status. It is important to know what your state's laws are on this subject. Perga will take no action which may subject them to a situation whereby the Representatives shall be considered employees.

28. Requests for Records. Any request from a Partner for copies of invoices, agreements, Downline activity reports or other records/reports will require a fee of $1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

29. Sale, Transfer or Assignment of Perga Business

29.1. Although a Perga business is a privately owned, independently operated business, the sale, transfer or assignment of a Perga business, and the sale, transfer or assignment of an interest in a Business Entity that owns or operates a Perga Partner business, is subject to certain limitations. If a Partner wishes to sell his or her Perga business, or interest in a Business Entity that owns or operates an Perga business, the following criteria must be met:

- The selling Partner must offer Perga the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Perga shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified Partner. Before the sale, transfer or assignment can be finalized and approved by Perga, any debt obligations the selling party has with Perga must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Perga Partner business.

Prior to selling a Business Entity interest, the selling party must notify Perga' Compliance Department in writing and advise of his or her intent to sell Perga' business or Business Entity interest. The selling party must also receive written approval from the Compliance Department before proceeding with the sale.

30. Separation of a Perga Partner Business. In the event of the dissolution of marriage of a Perga Partner, and a spouse, arrangements must be made to assure that any division of the business assets is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Partners and the Company, Perga may be forced to involuntarily

terminate the Partner Agreement. Perga will make no arrangements without court approval or direction.

30.1. During the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as it existed prior to the filing of the divorce or dissolution. Under no circumstances will the Downline Organization of divorcing spouses be divided. Similarly, under no circumstances will Perga split commission and bonus checks between divorcing spouses. Perga will recognize only one Downline Organization and will issue only one commission check per Perga business per commission cycle. Commission checks shall always be issued to the individual whose name appears on the Partner Agreement. Perga will in no case be liable or responsible for any error in payment to either party to the divorce.

31. Marketing and Promotion Consistent with Public Interest. The marketing and promotion of Perga, the Perga sales opportunity, the Compensation Plan, and Perga products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

32. Sponsoring. All active Partners in good standing have the right to sponsor and enroll others into Perga. Each prospective Partner has the ultimate right to choose his or her own sponsor. If two Partners claim to be the sponsor of the same new Partner, the Company shall regard the first application received by the Company as controlling. Perga will not allow Partners to engage in unethical sponsoring activities.

Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Partner from another Partner or influencing another Partner to transfer to a different sponsor.

32.1. Allegations of unethical sponsoring must be reported in writing to Perga within the first 90 days of enrollment. If the reports are substantiated, Perga may transfer the Partner or the Partner’s downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement Partner. Perga remains the final authority in such cases.

Perga prohibits the act of “Stacking.” Stacking is the unauthorized manipulation of the Perga compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Partner in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the businesses of all individuals and/or entities found to be directly involved.

Should Partners engage in solicitation and/or enticement of Partners of another direct sales Perga to sell or distribute Perga products and services to, they bear the risk of being sued by

the other direct sales Perga. If any lawsuit, arbitration, or mediation is brought against An Partner alleging that they engaged in inappropriate recruiting activity of another Perga's sales force or Customers, Perga will not pay any of Partner's defense costs or legal fees, nor will Perga indemnify the Partner for any judgment, award, or settlement.

33. Telemarketing. The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices.

Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. While you may not consider yourself a "telemarketer" in the traditional sense of the word, these regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to $11,000.00 per violation).

Therefore, Partners must not engage in telemarketing relative to the operation of their Perga businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Perga product or service, or to recruit them for the Perga opportunity. "Cold calls" made to prospective customers or Partners that promote either Perga' products or services or the Perga opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Partner (a "prospect") is permissible under the following situations:

- If the Partner has an established business relationship with the prospect. An "established business relationship" is a relationship between An Partner and a prospect based on the prospect's purchase, rental or lease of goods or services from the Partner, or a financial transaction between the prospect and the Partner, within the 18 months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect's personal inquiry or application regarding a product or service offered by the Partner within the 3 months immediately preceding the date of such a call.
- If the Partner receives written and signed permission from the prospect authorizing the Partner to call. The authorization must specify the telephone number(s) that the Partner is authorized to call.
- You may call family Partners, personal friends and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship (i.e., you have recently personally met him or her). Bear in mind, however, that if you make a habit of "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only

and not make this a routine practice.

In addition, Partners shall not use automatic telephone dialing systems relative to the operation of their Perga businesses. The term “automatic telephone dialing system” means equipment which has the capacity to (a) store or produce telephone numbers to be called using a random or sequential number generator and (b) to dial such numbers.

34. Intellectual Property. Partners may not use the Perga logo or other intellectual property without the written consent of Perga. If a Partner wishes to use marketing materials, all requests must be sent to howdy@pergainc.com.

35. Social Media Community Profiles and Conduct. Partners may use social media and online communities to promote and market Perga products, services, and the Perga opportunity. Any social media profile, page, group, or other online community where Perga is discussed, mentioned, or promoted must clearly identify the Partner as an Independent Perga Partner (or other Company-approved disclosure). Partners are personally responsible for all online activity that relates to Perga, including content posted on any platform they own, operate, control, or participate in.

35.1. Partners must avoid inappropriate conversations, comments, images, videos, audio, applications, or any other adult, profane, discriminatory, misleading, or vulgar content. Perga will determine, in its sole discretion, what constitutes inappropriate content, and violations may be subject to disciplinary action. Anonymous postings or use of an alias to promote Perga are prohibited.

35.2. Partners may not use blog spam, spamdexing, or any mass-replicated methods to post comments or content. Comments must be useful, unique, relevant, and specific to the topic being discussed. Postings that are false, misleading, or deceptive are prohibited, including false or deceptive statements regarding Perga, Perga products and services, the Perga opportunity, or the Partner’s credentials.

35.3. Banner ads, images, and other promotional materials used online must be current and must come from Perga’s approved library. If a link is provided, it must link directly to the posting Partner’s replicated website or another Company-approved link.

35.4. For clarity, Partners may promote Perga on platforms such as Facebook, Instagram, TikTok, YouTube, X (Twitter), Pinterest, Snapchat, and LinkedIn; however, Partners may not sell, list, or facilitate the sale or resale of Perga products through third-party marketplaces or social commerce storefront features (including but not limited to Facebook Marketplace, TikTok Shop, and Instagram Shops), except as expressly authorized in writing by the Company. See Section 4.14, which controls sales channel and ordering restrictions.

35.5. Partners should not engage in arguments or hostile exchanges with individuals who post negative content about Perga, Perga products, or Perga Partners. Report negative posts to the Company, and allow the Company to address the matter as appropriate.

35.6. The distinction between a social media site and a website may not be clear-cut. Perga reserves the sole and exclusive right to classify certain social media platforms or pages as third-party websites and to require prior approval for their use in connection with Perga.

35.7. If a Partner's Perga business is cancelled for any reason, the Partner must discontinue using the Perga name and all Perga trademarks, trade names, service marks, and other intellectual property in any postings and on all social media sites and online communities they utilize. If the former Partner posts on any social media site on which they have previously identified themselves as an Independent Perga Partner, the former Partner must conspicuously disclose that they are no longer a Perga Partner.

35.8. Failure to comply with these online policies may result in the Partner losing the right to advertise and market Perga products, services, and the Perga opportunity online, in addition to any other disciplinary action available under these Policies.

36. Advertising and Promotional Materials. No special enticement advertising is allowed. This includes, but is not limited to, offers of a free Perga business, free shipping, or other such offers that grant advantages beyond those available through Perga.

Advertising and all forms of communications must adhere to principles of honesty and propriety. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior Perga written approval.

Perga approval is not required to place blind ads that do not mention Perga, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.

Perga reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of such advertisements from the marketplace without obligation to the affected Partner.

37. Testimonial Permission. By signing the Partner Agreement, An Partner gives Perga permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in Perga business opportunity, An Partner waives any right to be compensated for the use of his or her testimonial or image and likeness even though Perga may be paid for items or sales materials containing such image and likeness. In some cases, An Partner's testimonial may appear in another Partner's advertising materials. If An Partner does

not wish to participate in Perga sales and marketing materials, he or she should provide a written notice to Perga to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

38. Separating an Perga Business. Pending a divorce, the parties must adopt one of the following methods of operation: (a) one of the parties may, with the written consent of the other(s), operate the Perga business whereby the relinquishing spouse authorizes Perga to deal directly and solely with the other spouse; or (b) the parties may continue to operate the Perga business jointly on a “business as usual” basis, whereupon all compensation paid by Perga will be paid in the name designated as the Partners or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Perga will pay compensation to the name on record and in such event, the Partner named on the account shall indemnify Perga from any claims from the other spouse with respect to such payment.

Perga recognizes only one downline organization and will issue only one commission check per Perga business per commission cycle. Under no circumstances will the downline of an organization be divided, nor will Perga split commission and/or bonus checks.

If a relinquishing spouse has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Perga business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Partner or active Customer in the former organization, and must develop a new business in the same manner as any other new Perga Partner.

39. Succession. Upon the death or incapacity of An Partner, the Partner’s business may be passed on to his or her legal successors in interest (successor). Whenever a Perga business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Partner’s sales organization. The successor must: (a) Complete and sign a new Perga Partner Agreement; (b) comply with the terms and provisions of the Partner Agreement; and (c) meet all of the qualifications for the last rank achieved by the former Partner.

2. RESPONSIBILITIES OF Partners

1. Change of Address or Telephone. To ensure timely delivery of products, support materials and commission checks, it is critically important that Perga’ files are current. Partners planning to move should mail Perga corporate office, at howdy@pergainc.com with their new address and telephone numbers. In the alternative, Partner may email Perga at customer service email provided on website. To guarantee proper delivery, two weeks’ advance notice to Perga is

recommended on all changes. A Customer or Partner may be assessed a $20 fee for returned shipments due to an incorrect shipping address.

2. Continuing Development Obligations

2.1. Ongoing Training. Any Partner who sponsors another Partner into Perga must perform a bona fide assistance and training function to ensure that his or her Downline is properly operating his or her Perga business. Partners must have ongoing contact and communication with the Partners in their Downline Organizations. Examples of such contact and communication may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of Downline Partners to Perga meetings, training sessions, and other functions. Upline Partners are also responsible for motivating and training new Partners in Perga product knowledge, effective sales techniques, the Perga Compensation Plan and compliance with Company Policies and Procedures. Communication with and the training of Downline Partners must not, however, violate Section 4.2 (regarding the development of Partner-produced sales aids and promotional materials). Partners cannot charge for training.

Upon request, every Partner should be able to provide documented evidence to Perga of his or her ongoing fulfillment of the responsibilities of a sponsor.

2.2. Increased Training Responsibilities. As Partners progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the Perga program. They will be called upon to share this knowledge with lesser-experienced Partners within their organization.

2.3. Ongoing Sales Responsibilities. Regardless of their level of achievement, Partners have an ongoing obligation to continue to personally promote sales through the generation of new customers or merchants and through servicing their existing customers or merchants.

3. Non-disparagement. Perga wants to provide its Partners with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Perga corporate offices. While Perga welcomes constructive input, negative comments and remarks made in the field by Partners about the Company, its products or Compensation Plan serve no purpose other than to sour the enthusiasm of other Perga Partners. For this reason, and to set the proper example for their Downline, Partners must not disparage, demean or make negative remarks about Perga, other Perga Partners, Perga' services, the Compensation Plan or Perga' directors, officers or employees.

4. Providing Documentation to Applicants. Partners must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring

to become Partners before the applicant signs a Partner Agreement. Additional copies of Policies and Procedures can be found on the Perga website at www.PergaInc.com.

5. Monitoring of Downline. A Sponsoring Partner should monitor the Partners in his or her downline organizations to ensure that downline Partners do not make improper product or business claims or engage in any illegal or inappropriate conduct.

6. Reporting Policy Violations. Partners observing a policy violation by another Partner should submit a written report of the violation directly to the attention of the Perga Compliance Department. Details of the incident(s), such as dates, number of occurrences, persons involved and any supporting documentation, should be included in the report. Once the matter has been presented to Perga, it will be researched thoroughly and appropriate action will be taken if required.

6.1. This section refers to the general reporting of policy violations as observed by other Partners for the mutual effort to support, protect, and defend the integrity of Perga sales opportunity. If An Partner has a grievance or complaint against another Partner which directly relates to his or her Perga business, the procedures set forth in these Policies must be followed.

2. SALES REQUIREMENTS

2.1. Product Sales. The Perga Compensation Plan is based upon the sale of Perga products and services to end user consumers. Partners must fulfill personal and Downline organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

2.2. Retail Sales. Perga wants to ensure that prices for its products and services are not destabilized when sold through a retailing environment. Therefore, Products sold in a retail environment will be subject to a minimum advertised retail price. The minimum advertised price of Perga' products is listed on the Perga website. Any Partner who knowingly fails to honor the minimum price set by Perga for its products and services will be subject to termination.

2.3. Territory Restrictions. There are no exclusive territories granted to anyone. No franchise fees are required.

2.4. Influence on Other Partners' Purchases. Perga encourages its Partners to only purchase inventory that they will personally consume, will be used as a sales tool, or will be resold. Partners must never attempt to influence any other Partner to buy more products than they can reasonably use or retail to Customers in a month.

3. BONUSES AND COMMISSIONS

3.1. Bonus and Commission Qualifications. A Partner must be active and in compliance with the Agreement and these policies to qualify for bonuses and commissions. So long as a Partner complies with the terms of the Agreement and these policies, Perga shall pay commissions to such Partner in accordance with the Compensation Plan. The minimum amount for which Perga will issue a commission payment is $25.00.

3.2. Commission Payments and Promotions

3.2.1. Payments, Calculations, and Bonuses. Commissions will be mailed out in accordance with the Compensation Plan. Commissions will be calculated according to the level for which a Partner actually satisfied all of the requirements according to the Compensation Plan rather than the highest rank or title achieved. Commission reports will be provided to Partners online, via web access.

3.2.2. Promotions. Promotions are determined based on business organization and sales activity for each applicable period.

3.3. Adjustment to Bonuses and Commissions

3.3.1. Adjustments for Returned Products. Partners receive bonuses and commissions based on the actual enrollment for services to merchants and the actual sale of products. When a product is returned or service is cancelled and refund is authorized by the Company, the bonuses and commissions attributable to the refunded product(s) and/or service(s) will be deducted in the month in which the refund is given and continuing every pay period thereafter until the commission is recovered from the Partners who received bonuses and commissions on the sales of the refunded product(s) and/or service(s).

3.4. Unclaimed Commissions and Credits

3.4.1. Partners must deposit or cash commission and bonus checks within six months from their date of issuance. A check that remains uncashed after six months will be void. There shall be a $50.00 charge for reissuing a check. These charges shall be deducted from the balance owed to the Partner.

3.5. Reports. All information provided by Perga in online or telephonic Downline Activity Reports, including but not limited to personal and group sales volume (or any part thereof), and Downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors, including the inherent possibility of human and mechanical error; the accuracy, completeness and timeliness of orders; denial of credit card and electronic check payments; returned products; and credit card and electronic check chargebacks, the information is not guaranteed by Perga or any person creating or transmitting the information. All personal and group sales volume information is provided “as is” without warranties, expressed or implied, or

representations of any kind whatsoever. In particular, but without limitation, there shall be no warranties of merchantability, fitness for a particular use or non-infringement.

To the fullest extent permissible under applicable law, Perga and/or other persons creating or transmitting the information will in no event be liable to any Partner or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity and damages that may result from inaccuracy, incompleteness, inconvenience, delay or loss of the use of the information), even if Perga or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Perga or other people creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

Access to and use of Perga's online reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is." If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Perga' online reporting services and your reliance upon the information.

4. RETURNS AND SALES AIDS REPURCHASE

4.1. Retail Sales. Personal service and retail sales to the customer are the foundation of Perga. The entire commission structure is based upon volume of retail sales referred by the individual Partner as well as their entire organization.

4.2. Voluntary Cancellation of Contract. Requests by a Perga Partner to return their sales aids for a refund will be treated as a request to voluntarily cancel that Partner business. If a Partner wishes to return sales aids purchased within the last 3-month period, the Company shall repurchase the sales aids and the Partner's Agreement shall be canceled. A Partner may only return sales aids purchased by him or her that are in new and resalable condition.

Upon receipt of the sales aids, the Partner will be reimbursed 90% of the cost of the original purchase price(s), not to include shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same account.

- Partner must inform the company of intent to exercise the sales aid buy-back option within 10 business days of resignation notice.
- All products to be returned for refund under this provision must be approved in advance of shipment to Perga, by calling the Customer Services Department.
- Partner will be asked to submit invoices detailing the sales aid items to be returned.

- Upon approval from the company, returns may be sent to the company's headquarters and must be accompanied by an invoice copy for each item.
- The return of products purchased for inventory accompanied by a request for a refund within thirty (30) calendar days by An Partner may constitute grounds for involuntary termination.

4.3. Montana Residents. A Montana resident may cancel his or her Partner Agreement within 15 days from the date of enrollment and may receive a full refund within such time period for good and resalable sales aids or trainings that have not been attended.

9. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

1. Disciplinary Sanctions. Violation of the Agreement, these Policies and Procedures or any illegal, fraudulent, deceptive or unethical business conduct by a Partner may result, at Perga' discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Partner to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks.
- Loss of rights to one or more bonus and commission checks.
- The withholding from a Partner of all or part of the Partner's bonuses and commissions during the period that Perga is investigating any conduct allegedly in violation of the Agreement. If a Partner's business is canceled for disciplinary reasons, the Partner will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Partner Agreement for one or more pay periods.
- During any period of suspension, the Partner may not enroll or sponsor any new Customers or Partners, and may not participate in any Perga incentive or recognition programs, until the suspension is fully resolved and lifted in writing by Perga.
- Involuntary termination of the offender's Partner Agreement.
- Any other measure expressly allowed within any provision of the Agreement or that Perga deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Partner's policy violation or contractual breach; or
- In situations deemed appropriate by Perga, the Company may institute legal proceedings for monetary and/or equitable relief.

2. Grievances and Complaints. When a Partner has a grievance or complaint with another Partner regarding any practice or conduct in relationship to their respective Perga businesses, the complaining Partner should first report the problem to his or her sponsor, who should review the matter and try to resolve it with the other party's Upline sponsor. If the matter cannot be resolved, it must be reported in writing to the Company. The Company will review the facts and

determine if a policy violation has occurred and take appropriate action.

3. Arbitration. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association or other recognized arbitration service, under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Partners waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Tarrant County, Texas, unless the laws of the state in which a Partner resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions, with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the American Arbitration Panel provides. The prevailing party shall be entitled to receive from the losing party, OR each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. 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. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent Perga from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Perga's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

4. Governing Law, Jurisdiction and Venue. Jurisdiction and venue of any matter not subject to arbitration shall reside in County of Tarrant, Texas The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Texas shall govern all other matters relating to or arising from the Agreement.

4.1. Louisiana Residents. Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

10. INACTIVITY AND CANCELLATION

10.1. Inactivity. For purposes of these Policies, "inactivity" means failure to (a) maintain an active paid Partnership (if applicable), and/or (b) meet the minimum activity requirements

defined in the Compensation Plan or Partner Agreement for a stated period, and/or (c) place qualifying personal orders or generate qualifying retail/customer activity within a stated period, as determined by Perga in its sole discretion and consistent with applicable law. Perga will treat non-renewal of any required Partnership as voluntary cancellation effective on the Partnership expiration date, subject to any required notice periods.

10.2. Non-Renewal Trigger. If a Partner does not renew their annual Partnership or agreement renewal (as applicable) by the renewal deadline, the account will be cancelled for non-renewal. Upon cancellation, the Partner will lose all rights to commissions and downline interests as set forth in this section, and must cease representing themselves as a Perga Partner. Re-enrollment after non-renewal will be treated as a new enrollment, subject to any waiting periods and placement rules set by Perga.

10.3. Effect of Cancellation. So long as a Partner remains active and complies with the terms of the Partner Agreement and these Policies and Procedures, Perga shall pay commissions to such Partner in accordance with the Compensation Plan. A Partner's bonuses and commissions constitute the entire consideration for the Partner's efforts in generating sales and all activities related to generating sales (including building a Downline Organization). Following An Partner's termination for inactivity, or voluntary or involuntary termination of his or her Partner Agreement (all of these methods are collectively referred to as "termination"), the former Partner shall have no right, title, claim or interest to the marketing organization that he or she operated, or any commission or bonus from the sales generated by the organization. A Partner whose business is terminated will lose all rights as a Partner. This includes the right to sell Perga products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Partner's former Downline sales organization. In the event of termination, Partners agree to waive all rights they may have, including but not limited to property rights, to their former Downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Downline organization.

Following a Partner's termination of his or her Partner Agreement, the former Partner shall not hold himself or herself out as a Perga Partner. A Partner whose Partner Agreement is terminated shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary termination).

10.4. Involuntary Termination. Perga reserves the right to terminate An Partner's business for, but not limited to, the following reasons: (a) violation of any terms or conditions of the Partner Agreement; (b) violation of any provision in these Policies; (c) violation of any provision in the Compensation Plan; (d) violation of any applicable law, ordinance, or regulation regarding the

Perga business; or (e) engaging in unethical business practices or violating standards of fair dealing.

10.4.1. Perga will notify the Partner via email at his or her last known email address of its intent to terminate the Partner's business and the reasons for termination.

10.4.2. After notice of termination, a Partner may appeal the termination. Perga may review the appeal and, in its sole and absolute discretion, may accept, deny, or modify the termination decision, or proceed with termination as noticed.

10.4.3. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Perga. The former Partner shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Perga products or services. Perga will notify the active Upline Sponsor within ten (10) days after termination. The organization of the terminated Partner will "roll up" to the active Upline Sponsor on record.

10.4.4. The Perga Partner who is involuntarily terminated by Perga may not reapply for a business, either under his or her present name or any other name or entity, without the express written consent of an officer of Perga following a review by Perga. In any event, such Partner may not re-apply for a business for twelve (12) months from the date of termination.

10.5. Voluntary Termination A Partner may immediately terminate his or her business by submitting a written notice or email to Perga. The written notice must include the following: (a) the Partner's intent to resign; (b) date of resignation; (c) Perga Identification Number; (d) reason for resigning; and (e) Signature.

10.5.1. A Partner may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Partner who has voluntarily resigned is not eligible to reapply for a business or have any financial interest in a or any Perga business for six (6) months from the receipt of the written notice of resignation.

10.6. Non-Renewal. A Partner may also voluntarily cancel his or her Partner Agreement by failing to maintain the Agreement annually. The Company may also elect not to renew a Partner's Agreement.

10.7. Complete Agreement. These Policies and Procedures, any and all modifications made by the Company, along with the Terms and Conditions and the Compensation Plan make up the entire agreement between Partner and Company.

11. PRIVACY, DATA PROTECTION, AND CONFIDENTIAL INFORMATION

11.1. Expectation of Privacy. Partners and Customers should expect that the Company will

collect, store, and use personal information as necessary to administer accounts, fulfill orders, operate the Perga opportunity, pay commissions, comply with law, and otherwise conduct Company business.

11.2. Restrictions on Disclosure of Account Information. Perga will not share non-public personal information or financial information about current or former Customers or Partners with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers' or Partners' interests or to enforce the Company's rights or obligations under these Policies, the Agreement, or with written permission from the accountholder on file.

11.3. Partner Privacy Obligations. Partners must safeguard personal information of Customers and other Partners, and may use such information only for legitimate Perga-related business purposes. Partners may not collect, store, or transmit personal information in a manner that violates applicable law, and must promptly report any suspected unauthorized access, loss, or misuse of personal information to the Company.

11.4. Confidential Business Information and Genealogy. Business reports, genealogy/downline activity reports, and related organization information made available through Company systems are confidential and proprietary trade secrets of the Company. Partners may not disclose, share access credentials, use such information to compete, or use such information for any purpose other than supporting and developing their Perga business, as further described in these Policies.

11.5. Survival. The privacy and confidentiality obligations in this Section survive termination or cancellation of a Partner's account.

DEFINITIONS

Agreement means the contract between the Company and a Partner, including the Partner application/enrollment terms, these Policies and Procedures, the Compensation Plan, and any other Company documents incorporated by reference, as amended from time to time.

Company means Perga, including its parents, subsidiaries, affiliates, officers, directors, employees, and authorized agents.

Customer means an end user consumer who purchases products or services from the Company for personal use and not for resale.

Confidential Information means non-public information relating to the Company, its Partners, Customers, pricing, genealogy/downline structure, business reports, systems, operations, and other information designated or reasonably understood to be confidential.

Downline Organization means the Partners and Customers sponsored or enrolled under a

Partner, whether directly or indirectly, as reflected in Company records.

Genealogy / Downline Activity Report means any report or data made available through Company systems reflecting Partner/Customer relationships, placement, structure, and performance.

Independent Perga Partner means a Partner who participates in the Perga opportunity as an independent contractor and not as an employee, agent, Partner, or legal representative of the Company.

Partner means a person (or approved business entity, if applicable under these Policies) who has completed enrollment and is authorized to promote Perga products/services and/or the Perga opportunity, subject to the Agreement.

Official Company Sales Channels means the Company's official online shop, a Partner's replicated website hosted/approved by the Company, and any other ordering tools expressly approved by the Company in writing.

Replicated Website means the Company-provided, Company-hosted personal website or link assigned to a Partner for marketing and referral purposes.

Social Commerce Platform means a platform that enables in-app or embedded storefront purchasing or checkout features (for example, Instagram Shops, TikTok Shop, or similar features).

Third-Party Marketplace means a third-party online marketplace, marketplace-style site, or resale platform not owned or operated by the Company (for example, Amazon, eBay, Walmart Marketplace, Facebook Marketplace, or similar services).

QV means Qualifying Volume (or the Company's equivalent term) as defined in the Compensation Plan and used to measure qualification and eligibility for commissions.

Subscribe and Save means the Company's optional recurring order program (if offered) under which eligible orders may receive benefits such as shipping incentives, subject to Company terms.